



## BioLawEurope FmbA

### A Non-profit Limited Liability Association

CVR. No. DK 3630 6092

#### 1. Preamble

##### 1.1

BioLawEurope FmbA (the "Alliance") comprises a network of independent law firms, i.e. a collective number of licensed attorneys operating nationally under a common trademark or name, but not necessarily in the form of a corporation, and individual attorneys (each a "Member", together the "Members") registered and licensed in one or more European jurisdictions and specialized in the rendering of legal services to commercial as well as non-profit based natural and legal persons, including universities and organizations operating, investing in and/or servicing biotech, pharma, food supplement, medical device and/or dentistry industry related activities (the "Clients").

##### 1.2

The Members of the Alliance are dedicated to rendering high quality personalized tailored legal services to Clients within the European Economic Area (EU and EFTA), UK and/or Switzerland, giving such Clients the opportunity to have specialist advice rendered in and for one or more of these jurisdictions by addressing only one Member, who may then involve other Members as required to accommodate the Client's needs. Members are not entitled to charge each other referral fees.

#### 2. Name

##### 2.1

The Alliance is named "BioLawEurope FmbA".

#### 3. Registered Office

##### 3.1

The registered office of the Alliance shall be in the Capital Region of the Kingdom of Denmark.

##### 3.2

The Alliance may resolve to move the registered office to another jurisdiction in the European Economic Area, UK or Switzerland, provided that such jurisdiction acknowledges the Alliance as a legal person acting in its own right, and acknowledges limited Member liability as provided for in

#### 1. Præambel

##### 1.1

BioLawEurope FmbA ("Alliancen") er et netværk bestående af uafhængige advokatfirmaer, dvs. en flerhed af bestallingshavende advokater, der rådgiver under et fælles varemærke eller navn, men ikke nødvendigvis i selskabsform, og individuelle advokater (individuel et "Medlem", kollektivt "Medlemmerne") registrerede og bestallingshavende i et eller flere europæiske lande og specialiserede i levering af juridiske ydelser til såvel kommercielle som non-profit baserede interesser, herunder universiteter og organisationer, alt for så vidt disse interesser driver, investerer i og / eller servicerer biotek-, pharma-, kosttilskuds-, medicinsk udstyrs- og tandplejeindustrirelaterede aktiviteter ("Klienterne").

##### 1.2

Alliancens Medlemmer yder personlig, skræddersyet juridisk rådgivning af høj standard til Klienter, der opererer i eller leverer tjenesteydelser indenfor det Europæiske Økonomiske Samarbejdsområde (EU og EFTA), UK og/eller Schweiz, hvorved Klienterne får mulighed for at erhverve specialiseret rådgivning for en eller flere af sådanne jurisdiktioner ved alene at kontakte et enkelt Medlem, der derefter har mulighed for at involvere andre Medlemmer efter Klientens behov. Medlemmerne er ikke berettigede til at opkræve henvisningshonorarer hos hinanden.

#### 2. Navn

##### 2.1

Alliancens navn er "BioLawEurope FmbA".

#### 3. Hjemsted

##### 3.1

Alliancens hjemsted er i Region Hovedstaden, Kongeriget Danmark.

##### 3.2

Alliancen kan beslutte at flytte sit hjemsted til en anden jurisdiktion i det Europæiske Økonomiske Samarbejdsområde, UK eller Schweiz, forudsat at en sådan jurisdiktion anerkender at Alliancen er en juridisk person handlende i egen ret, og at Medlemernes hæftelse er begrænset, som beskrevet i



these Articles.

disse Vedtægter.

#### **4. Objective & Non-Exclusivity**

##### **4.1**

The Alliance serves as a professional marketing, co-operation, educational and communication platform for its Members.

##### **4.2**

The Alliance co-operation is non-exclusive and Alliance membership is not, per se, incompatible with Members joining and being active members of other alliance or network programs for legal professionals.

#### **5. Alliance Capital & Member Fees**

##### **5.1**

The capital of the Alliance equals nominally EUR 0.00 (Nil).

##### **5.2**

The operating capital of the Alliance only comprises membership fees received from Alliance Members.

##### **5.3**

Individual Members each pay an annual membership fee determined by the annual meeting within the scope of a proposal to be made by the board of directors of the Alliance (the "Board"). Law firm Members each pay an annual membership fee comprising three (3) times the individual Member fee.

##### **5.4**

Membership fees shall be paid into a bank or attorney client account opened in the name of Alliance. The funds will hereafter be allocated as set out in a budget to be approved by the Board.

##### **5.5**

Fees received from the Members are be used to cover costs related to administration, promotion and operation of the Alliance, including to cover costs incurred in connection with annual general meetings of the Alliance. Membership fees paid to the Alliance shall be non-refundable, except in the case of Alliance liquidation as per article 15.2 below.

##### **5.6**

If practical and desirable, the Alliance may, in the name of the Alliance, but at the account of the individual Member, co-ordinate Member-

#### **4. Formål & non-eksklusivitet**

##### **4.1**

Alliancen udgør og fungerer som en professionel markedsførings-, samarbejds-, uddannelses- og kommunikationsplatform for sine Medlemmer.

##### **4.2**

Alliancens samarbejde er non-eksklusivt og medlemskab begrænser ikke, per se, Medlemmernes muligheder for at deltage og være aktive i andre alliance- eller netværksprogrammer for professionelt virkende jurister.

#### **5. Alliancens kapital & Medlemskontingent**

##### **5.1**

Alliancens indskudskapital udgør nominelt EUR 0,00 (Nul 00/100).

##### **5.2**

Alliancens driftskapital består udelukkende af kontingenter indbetalt af Medlemmerne.

##### **5.3**

Individuelle Medlemmer betaler et årligt kontingent fastsat af Alliancens årsmøde, indenfor rammerne af et af Alliancens bestyrelse ("Bestyrelsen") foreslået beløb. Advokatfirmaer, der er Medlemmer som sådanne, betaler et af Bestyrelsen fastsat Medlemskontingent svarende til tre (3) gange individualkontingentet.

##### **5.4**

Kontingentmidler modtaget indbetales til en i Alliancens navn oprettet bank- eller advokat klientkonto. Midlerne anvendes herefter i overensstemmelse med det af Bestyrelsen godkendte budget.

##### **5.5**

Indkomne kontingentmidler anvendes til dækning af administration, markedsføring og daglig drift af Alliancen, herunder til dækning af udgifter til årsmøder for Medlemmerne. Medlemskontingenter refunderes hverken helt eller delvist, uanset Medlemsskabets ophørstidspunkt, bortset fra i tilfælde af Alliancens likvidation, jf. pkt. 15.2 nedenfor.

##### **5.6**

Hvor hensigtsmæssigt kan Alliancen, i Alliancens navn, men for det enkelte Medlems regning, stå som koordinator af Medlems-tilmeldinger til interna-



participation in international activities with the view of the Alliance obtaining quantity discounts and other advantages for the Members wanting to participate. The individual Member shall be liable for all costs incurred as result of such Member's participation, notwithstanding that the Alliance may be co-ordinating the activity.

#### 5.7

The Members may, but are not obligated to, promote and market the Alliance via each Member's individual marketing activities and campaigns, e.g. by presentation of the Alliance on the Member's website, including by use of the Alliance name and logo. The Alliance shall not reimburse any Member for costs defrayed by such Member promoting the Alliance.

#### 5.8

Members are expected, but are not obliged, to participate in international conferences and educational programs and are encouraged to coordinate such participation with other Members with the view of maintaining the Alliance ability to render high quality legal advice and sustaining the ability of the Alliance to meet its objective.

#### 5.9

The Board must not pass any resolution the effect of which is likely to result in the Alliance becoming insolvent.

### 6. Membership & Termination

#### 6.1

As Members the Alliance may only accept law firms as well as individual attorneys licensed in an EEA jurisdiction, UK and/or Switzerland and regulated by the national bar and law society. The Board may define additional membership qualification parameters, which must then reflect the requirements, set out in article 1.1 of the Preamble of these Articles, and be objective and non-discriminatory.

tionale aktiviteter med henblik på opnåelse af mængderabatter og andre fordele til det enkelte Medlem. Det enkelte Medlem hæfter for alle omkostninger, der kan henføres til dette Medlems aktivitetsdeltagelse, uanset at Alliancen eventuelt koordinerer aktiviteterne.

#### 5.7

De enkelte Medlemmer kan, men er ikke forpligtede til, at markedsføre Alliancen via det enkelte Medlems individuelle markedsføringsaktiviteter og -kampagner eksempelvis ved præsentation af Alliancen på Medlemmets hjemmeside, herunder ved anvendelse af Alliancens navn og logo. Alliancen godtgør ikke Medlemmet dennes udgifter til markedsføring af Alliancen.

#### 5.8

Medlemmerne forventes, men er ikke forpligtede til, at deltage i internationale konferencer og efteruddannelsesprogrammer og opfordres til at koordinere sådanne tiltag med de øvrige Medlemmer med det sigte at opretholde Alliancens evne til at levere juridiske serviceydelser af høj kvalitet og at støtte Alliancens evne til at nå det vedtagne formål.

#### 5.9

Bestyrelsen kan ikke træffe beslutninger, hvis udførelse med rimelig grad af sandsynlighed vil gøre Alliancen insolvent.

### 6. Medlemskab & medlemsskabsophør

#### 6.1

Som Medlemmer kan Alliancen kun optage advokatfirmaer og enkeltadvokater, som er bestallingshavende i en EEA-jurisdiktion, UK og/eller Schweiz, og underlagt det nationale advokatsamfunds regulatoriske kompetence. Bestyrelsen kan fastsætte nærmere optagelseskriterier under indtryk af nærværende Vedtægters Præambel pkt. 1.1. Betingelserne skal være objektive og ikke-diskriminerende.



#### 6.2

Membership applications shall be submitted to the Board, which accepts applications made considering the criteria applicable as per article 6.1 above. If more than one application is submitted from a single country, or from a country, which is already represented in the Alliance, the Board must consider objections, if any, made by existing Members from that country.

#### 6.3

Membership of the Alliance may be terminated by a Member giving at least thirty (30) days' notice to the end of a calendar month, to the Alliance secretary, see article 11 below.

#### 6.4

If a Member is not willing to pay the annual membership fee determined as per article 5.3 above in any year, it may so notify the Board in writing, including by e-mail. Such notification will be deemed to be an agreed termination of its membership of the Alliance effective as per 31 December in the preceding calendar year, and the terminating Member will not be liable to pay the membership fee for the year in which the notification is made.

#### 6.5

By a two-thirds majority the Board may expel a Member, who or which no longer meets the conditions for being a Member, including by no longer being licensed or being in good standing with the regulating national bar and law society, for non-payment of membership fees due, or for any other material breach of the Member's obligations vis-à-vis the Alliance. Prior to the Board executing the expulsion, the Member must be allowed to present a defence by e-mail addressed to the chairman of the Board (the "Chairman"). Upon having heard and considered the Member's defence, the Board may, by said two-thirds majority, execute the expulsion.

#### 6.6

A Board-sanctioned expulsion is final and cannot be brought before the annual meeting of the Alliance. However, an excluded Member may reapply for Alliance membership as soon as the article 6.4 disqualifying circumstances have been addressed.

### 7. Annual Meeting

#### 7.1

Within the limits set by these Articles, national

#### 6.2

Bestyrelsen optager nye Medlemmer efter ansøgning og efter vurdering af de i henhold til pkt. 6.1 ovenfor gældende optagelseskriterier. Hvis mere end en ansøgning kommer fra eet land, eller fra et land, som allerede er repræsenteret i Alliancen, skal Bestyrelsen tage hensyn til evt. indvendinger fra eksisterende Medlemmer fra det pågældende land.

#### 6.3

Et Medlem kan opsige sit Medlemskab med mindst tredive (30) dages varsel til udløbet af en kalendermåned, til Alliancens sekretær, jf. pkt. 11 nedenfor.

#### 6.4

Dersom et Medlem ikke ønsker at betale Medlemskontingent for et givent år, jf. pkt. 5.3 ovenfor, skal Medlemmet skriftligt, evt. pr. e-mail, underrette Bestyrelsen herom. En sådan underretning betragtes som aftalt opsigelse af Alliance-medlemskabet med ophør pr. den 31. december i det umiddelbart forudgående kalenderår, idet det opsigende Medlem ikke hæfter for betaling af Medlemskontingent for opsigelsesåret.

#### 6.5

Bestyrelsen kan med 2/3 flertal ekskludere et Medlem, der ikke længere opfylder betingelserne for fortsat Medlemskab, som ikke længere er i "good standing" hos det advokatsamfund under hvis jurisdiktion Medlemmet hører, hvis Medlemmet ikke længere honorerer de Medlemmet påhvilende Allianceforpligtelser, herunder ved ikke at betale skyldigt kontingent eller på anden vis væsentligt misligholder Medlemmets forpligtelser overfor Alliancen. Medlemmet skal gives en høringsfrist til at argumentere for sin sag via e-mail adresseret til formanden for Bestyrelsen ("Formanden"). Efter at Bestyrelsen har fået forsvaret forelagt og har overvejet dette, kan Bestyrelsen med nævnte 2/3-flertal eksekvere eksklusionen.

#### 6.6

En eksklusion kan ikke rekreres til årsmødet, men et ekskluderet medlem er ikke udelukket fra på ny at søge medlemskab af Alliancen, når de i medfør af pkt. 6.3 sanktionerede forhold er adresserede.

### 7. Årsmødet

#### 7.1

Indenfor de i nærværende Vedtægter, nationale ad-



law society rules and applicable statutory limits, if any, the annual meeting has the supreme authority in all matters relating to the Alliance.

#### 7.2

The founding meeting of the Alliance shall be held at the registered office of the Alliance (set out in articles 3.1 or 3.2 of these Articles). Each annual meeting determines the venue for the subsequent annual meeting.

#### 7.3

The ordinary annual meeting shall be held annually no later than six (6) months after the end of the preceding accounting year (as set out in article 14.1 of these Articles), first time, however, before elapse of the month of May 2016.

#### 7.4

Annual meetings may be held either physically and/or by use of electronic media. Members may participate by teleconference and/or other electronic media.

#### 7.5

For the purpose of dealing with one or more specific matters, the Board, the Alliance auditor and/or Members representing at least ten percent (10 %) of the Alliance votes may convene Member meetings, when found appropriate. Such extraordinary meetings shall be convened within fourteen (14) days by the Alliance secretariat upon same having been informed by the Board, the Alliance auditor or by Members representing 10% of the votes, of the decision made.

#### 7.6

The annual meeting shall be convened by the Board by e-mail giving no less than fourteen (14) working days' notice to each Member.

#### 7.7

Proposals from the Members shall be submitted in writing to each of the Board members at least seven (7) days prior to the annual meeting. The annual meeting can not consider proposals that are not submitted to the Board prior to this deadline, or proposals from Board members, which are not included in the agenda (set out in article 8.1 of these Articles).

## 8. Annual Meeting Agenda

### 8.1

Not later than one (1) business day before the annual meeting the following materials shall be sent by e-mail to the Members: The agenda, the

voktsamfundsregler og i lovgivningen fastsatte grænser, om nogle, udgør årsmødet Alliancens højeste myndighed i alle Alliancens anliggender.

#### 7.2

Alliancens stiftende møde afholdes på Alliancens hjemsted, jf. pkt. 3.1 og 3.2. Hvert årsmøde beslutter lokationen for Alliancens næstkommende årsmøde.

#### 7.3

Det ordinære årsmøde skal afholdes hvert år inden seks (6) måneder efter regnskabsårets udløb, jf. pkt. 14.1, første gang dog inden udgangen af maj måned 2016.

#### 7.4

Årsmøder kan afholdes ved hjælp af elektroniske media og/eller ved fysisk fremmøde. Medlemmerne kan deltage via telefonkonference og/eller andre elektroniske medier.

#### 7.5

Til behandling af et bestemt angivet emne, kan Bestyrelsen, Alliancens revisor og/eller Medlemmer, der repræsenterer mindst ti procent (10 %) af Alliancens stemmer, indkalde til Medlemsmøder, når det findes hensigtsmæssigt. Ekstraordinære møder skal indkaldes inden fjorten (14) dage af Alliancens sekretariat, når Bestyrelsen, Alliancens revisor og/eller nævnte antal Medlem har orienteret sekretariatet om den trufne beslutning.

#### 7.6

Årsmøder indkaldes af Bestyrelsen pr. e-mail til hvert enkelt Medlem med mindst fjorten (14) arbejdsdages varsel.

#### 7.7

Forslag fra Medlemmerne til behandling på årsmøderne må skriftligt være indgivet til alle Bestyrelsesmedlemmerne mindst syv (7) dage før årsmødet. Årsmødet kan ikke behandle forslag, som ikke er indgivet til Bestyrelsen inden nævnte frist, eller forslag fra Bestyrelsen, som ikke er medtaget på den i pkt. 8.1 nedenfor nævnte dagsorden.

## 8. Årsmødet; Dagsorden

### 8.1

Senest én (1) hverdag før et årsmøde skal dagsordenen, årsregnskab med revisionspåtegning samt årsberetning, samt de fuldstændige forslag, der skal



annual accounts endorsed by the auditor and the annual report for adoption, as well as the complete proposals to be presented at the annual meeting.

#### 8.2

At the ordinary annual meeting the following business shall be transacted:

1. Board report on the Alliance's activities during the past year.
2. Presentation of the annual accounts, as endorsed by an auditor, if required, for adoption and the annual report.
3. Decision as to the appropriation of surplus or deficits according to the adopted annual accounts.
4. Election of members of the Board.
5. Election of an auditor among the Members.
6. Election of venue for the next annual meeting.

### 9. Annual Meeting Voting Rights

#### 9.1

Each individual Member is entitled to one (1) vote, whereas each law firm Member is entitled to three (3) votes. The number of votes that may be cast shall be calculated on basis of number and nature of Memberships and irrespective of whether individual Members might also be employed by a law firm Member.

#### 9.2

Each individual Member is entitled to attend the annual meeting personally, whereas each law firm Member may send any number of delegates to participate in annual meetings, who may cast up to the three (3) votes vested in their principal.

#### 9.3

Any Member may be represented by proxy, who must be a Member or be employed by a Member of the Alliance him-/herself. The proxy may exercise the right to vote on behalf of the non-attending Member. A proxy does not, personally, need to meet the Membership qualification requirements.

fremlægges på årsmødet, fremsendes pr. e-mail til Medlemmerne.

#### 8.2

På den ordinære årsmøde skal dagsordenen være følgende:

1. Bestyrelsens beretning om Alliancens virksomhed i det forløbne år.
2. Fremlæggelse af årsregnskab, eventuelt med revisionspåtegning, til godkendelse samt årsberetning.
3. Beslutning om anvendelse af overskud eller underskud i henhold til det godkendte årsregnskab.
4. Valg af medlemmer til Bestyrelsen.
5. Valg af revisor blandt Alliancens Medlemmer.
6. Valg af sted for Alliancens næste årsmøde.

### 9. Årsmødet, stemmerettigheder

#### 9.1

Hvert individuelt Medlem har én (1) stemme, medens advokatfirma-Medlemmer har tre (3) stemmer. Antallet af stemmer, der kan afgives, beregnes på grundlag af antal Medlemskaber og uafhængigt af, om individuelle Medlemmer evt. er ansat i et advokatfirma-Medlem.

#### 9.2

Hvert individualmedlem er berettiget til at deltage i årsmødet personligt, medens advokatfirmaer kan lade sig repræsentere af et ubegrænset antal delegerede på Alliancens årsmøder, hvilke delegerede tilsammen kan afgive op til de tre (3) stemmer, som tilkommer advokatfirma-Medlemmet.

#### 9.3

Ethvert Medlem kan udøve stemmeretten gennem en fuldmægtig, som selv skal være Medlem af Alliancen, eller ansat hos et Alliancemedlem. Pågældende fuldmægtig kan udøve stemmeret på fuldmagtsgiverens vegne. En fuldmægtig behøver ikke personligt at opfylde Medlemskriterierne.



#### 9.4

A Member can only act as proxy for up to one (1) other Member, whether such Member is an individual or a law firm. A written and dated vote by proxy must be received by the Chairman at least seven (7) days before the commencement of the meeting. The proxy is only valid for the meeting for which it has been granted

### 10. Annual Meeting Proceedings

#### 10.1

The Board elects a chairman of the annual meeting. The chairman of the annual meeting will direct the discussions and decide all questions regarding the procedure of the discussions and voting.

#### 10.2

The annual meetings, including the casting of votes, are to be executed electronically to the extent that this is practically possible. Voting may take place within a timeframe determined by the Board. Decisions at the annual meeting are taken by a simple majority of valid votes cast.

#### 10.3

An account of the proceedings at the annual meeting will be recorded as minutes and signed by the chairman of the meeting. A copy of the minutes will be circulated to the Members within (30) days from the date of the annual meeting. Comments, if any, should be received within fourteen (14) days after receipt of the minutes. The revised minutes, which hereinafter shall be considered final, may be posted to the Member fourteen (14) days after the comment deadline.

### 11. Board of Directors

#### 11.1

The Board comprises between three (3) and five (5) members (both numbers included in the range). Subject to Article 11.2 below, the Board members shall be elected at the annual meeting among the Members, including without limitation from designates of law firm Members. Any Member may suggest Board member candidates.

#### 11.2

If more than five (5) Board member candidates are running for Board membership (directorships), the five (5) candidates, who have been Board members (directors) for the shortest period of time ("Preferred Candidates"), shall be deemed elected. If election of Preferred Candi-

#### 9.4

Et (1) Medlem kan være fuldmægtig for op til eet (1) andet individual- eller advokatfirma-Medlem. Skriftlig og dateret fuldmagt indsendes til Formanden senest syv (7) dage inden årsmødet. Fuldmagten er alene gyldig for det møde, som fuldmagten er givet for.

### 10. Årsmødets forløb

#### 10.1

Bestyrelsen udpeger en dirigent, der leder forhandlingerne på årsmødet og afgør alle spørgsmål vedrørende sagernes behandling og stemmeafgivning på årsmødet.

#### 10.2

Årsmødet, herunder stemmeafgivning, gennemføres så vidt muligt elektronisk, med adgang til stemmeafgivning i et tidsinterval fastsat af Bestyrelsen. Beslutninger træffes med simpelt flertal blandt de afgivne gyldige stemmer.

#### 10.3

Over forhandlingerne på årsmødet skal der føres en protokol, der underskrives af dirigenten. Kopi af protokollen rundsendes elektronisk til alle Medlemmer inden tredive (30) dage efter årsmødet. Eventuelle kommentarer, om nogen, til referatet skal indsendes inden fjorten (14) dage efter rundsendelsen af referatet og det reviderede referat, som herefter er endeligt, tilstillet Medlemmerne (2) uger efter kommentarfristens udløb.

### 11. Bestyrelsen

#### 11.1

Bestyrelsen består af mellem tre (3) og fem (5) personer, begge antal inklusive. Under hensyntagen til pkt. 11.2 nedenfor, vælges Bestyrelsesmedlemmerne på Alliances årsmøde blandt Medlemmerne, herunder blandt individuelle advokater ansat i advokatfirma-Medlemmer. Ethvert Medlem kan indstille kandidater til Bestyrelsen.

#### 11.2

Hvis mere end fem (5) personer stiller op som Bestyrelsesmedlemskandidater, da skal de fem (5) kandidater, som har de laveste Bestyrelsesmedlemsancienniteter ("Foretrukne Kandidater"), anses for valgt. Hvis valg af Foretrukne Kandidater resulterer i, at mere end fem (5) kandidater vælges, da skal Bestyrelsen



dates on basis of directorship seniority will result in the election of more than five (5) directors, the Board shall comprise the five (5) Preferred Candidates, who have been directors for the shortest period and who among them obtain the highest number of Member votes.

11.3 Board members are elected for one (1) year at a time and may be re-elected. The group of Individual Members as well as the group of Law Firm Members, may each elect one (1) member to the Board. In addition to these categories of Board members, further Board members shall be elected by simple majority vote among all of the Members.

11.4 Board members shall not be remunerated by the Alliance for their work on the Board.

11.5 The Board is constituted immediately upon the annual meeting having been adjourned, electing the Chairman, vice chair and a treasurer among its members.

11.6 The Board meetings shall be convened by e-mail by the Chairman, giving at least fifteen (15) working days' notice, except in exceptional circumstances.

11.7 The Board forms a quorum when more than half of the Board members are present, including present by phone or another electronic medium. The matters considered by the Board shall be decided by a simple majority of votes. In case of a tie, the Chairman has the casting vote.

11.8 The Board may establish standing or ad-hoc committees/working groups as required and cause the Alliance to join associated networks.

11.9 Minutes of the Board meetings will be recorded, and will be signed by the Chairman or his alternate. The minute book is kept by the secretary of the Alliance, who shall circulate minutes to all Members upon the minutes having been signed. Expulsion related considerations or resolutions shall not be circulated to Members, other than those that are the subject of the considerations or resolutions, provided, however, that the other Members shall be notified upon the expulsion having been executed.

sammensættes af de fem (5) kandidater, som har kortest anciennitet som Bestyrelsesmedlemmer og som blandt de Foretrukne Kandidater opnår det højeste antal Medlemsstemmer.

11.3 Bestyrelsesmedlemmer vælges for eet (1) år ad gangen og kan genvælges. Gruppen af individuelle advokatmedlemmer, såvel som gruppen af advokatfirma-medlemmer vælger hver eet (1) Bestyrelsesmedlem. Udover disse to (2) medlemmer, vælges resten af Bestyrelsesmedlemmerne ved almindeligt stemmeflertal blandt Medlemmerne.

11.4 Bestyrelsesmedlemmer honoreres ikke af Alliancen for Bestyrelsesarbejde.

11.5 Bestyrelsen konstituerer sig umiddelbart efter hvert årsmøde med Formand, næstformand, og kasserer, som vælges blandt Bestyrelsens medlemmer.

11.6 Bestyrelsesmøder indkaldes af Formanden pr. e-mail, med mindst femten (15) arbejdsdages varsel, medmindre indkaldelsen skyldes ekstraordinære omstændigheder.

11.7 Bestyrelsen er beslutningsdygtig, når mere end halvdelen af Bestyrelsesmedlemmerne er til stede, herunder pr. telefon eller andet elektronisk medium. De i Bestyrelsen behandlede emner afgøres ved simpelt stemmeflertal. I tilfælde af stemmelighed, har Formanden den udslagsgivende stemme.

11.8 Bestyrelsen kan nedsætte stående udvalg eller ad hoc arbejdsgrupper efter behov samt lade Alliancen indgå i associerede netværk.

11.9 Referater af Bestyrelsesmøderne skal indføres i en protokol, som skal underskrives af Formanden, eller dennes suppleant. Protokollen opbevares af Alliancens sekretær, der rundsender mødereferater til Medlemmerne, når referatet er underskrevet. Eventuelle eksklusionsovervejelser eller -beslutninger sendes dog alene til de Medlemmer, som overvejelserne eller beslutningen angår, idet de øvrige Medlemmer dog underrettes efter eksklusionen er gennemført.





## 12. Secretariat

### 12.1

The Alliance is managed and served by a secretary, appointed by and accountable to the Board. The secretary, who must either be an individual Member or employed by a law firm Member, may be a Board member, but cannot be the Chairman or vice chairman of the Board.

### 12.2

The secretariat is to be domiciled at the registered office of the Alliance. The secretariat may request reasonable administrative assistance from any Member with the view of each Member contributing to the operation of the Alliance.

### 12.3

The secretary maintains a record identifying all Members, who must provide the secretary with an email address for use by the Alliance to contact the Member. The record shall be made available to any Member on request.

### 12.4

If the Alliance resolves to set up a homepage of its own, the Secretariat shall be entitled to publish the list of Members at such homepage and provide data publicly available from the respective Member's homepage.

## 13. Authority to Bind the Alliance

### 13.1

The Alliance is bound by the joint signatures of two (2) Board members or by the joint signatures of one (1) Board member in conjunction with the secretary.

### 13.2

The Board supervises the use of the financial resources of the Alliance, which resources are administered by the secretary.

### 13.3

Members are not in partnership with each other and no Member has authority to make or accept a commitment on behalf of another Member.

### 13.4

The Alliance shall only be liable with its capital for third party claims (as set out in article 5.2 of these Articles). Members are not liable for any obligations or liabilities of the Alliance, or for any third party claims made against other Members.

## 12. Sekretariat

### 12.1

Alliancen ledes og betjenes af en sekretær, som udpeges af og er ansvarlig overfor Bestyrelsen. Sekretæren, der enten skal være individuelt Medlem eller ansat i et advokatfirma-Medlem, kan være medlem af Bestyrelsen, men kan ikke være dens Formand eller næstformand.

### 12.2

Sekretariatet er hjemmehørende på Alliancens hjemsted. Sekretariatet kan i rimeligt omfang anmode ethvert Medlem om administrativ bistand, således at alle Medlemmer bidrager til Alliancens drift.

### 12.3

Sekretariatet fører en fortegnelse over Medlemmerne, der til fortegnelsen, som er tilgængelig for alle Medlemmer, skal opgive en elektronisk adresse på hvilken Alliancen kan tilskrive Medlemmet.

### 12.4

Dersom Alliancen opretter egen hjemmeside, kan Sekretariatet offentliggøre fortegnelsen på denne hjemmeside, tillige med sådanne Medlemsdata, som er offentligt tilgængelige via Medlemmets egen hjemmeside.

## 13. Tegningsregel

### 13.1

Alliancen tegnes af af to (2) Bestyrelsesmedlemmer i forening eller af eet (1) Bestyrelsesmedlem i forening med sekretæren.

### 13.2

Bestyrelsen fører tilsyn med Alliancens midler, som administreres af sekretæren.

### 13.3

Alliancen udgør ikke et interessentskab og intet Medlem har bemyndigelse til at gøre krav gældende eller til at acceptere krav rettet mod andre Medlemmer.

### 13.4

Overfor tredjemandskrav hæfter Alliancen alene med sin formue, jf. pkt. 5.2. Der påhviler ikke Medlemmerne nogen personlig hæftelse for de Alliancens påhvillende forpligtelser, herunder for tredjemands-



krav rettet mod andre Medlemmer.

#### **14. Accounts & Auditing**

##### **14.1**

The annual accounts of the Alliance shall be drawn up by the treasurer on the basis of submissions made by the secretary. The annual accounts shall give a true and fair view of Alliance's assets and liabilities, of its financial position, and of surplus and loss, cf. the Danish Accounts Act.

##### **14.2**

The annual accounts shall then be audited by an auditor elected at the annual meeting. The auditor may be a Member. The auditor may be re-elected.

#### **15. Accounting Year**

##### **15.1**

The accounting year of Alliance shall be from 1 January to 31 December.

##### **15.2**

The first accounting year runs from submission of registration application to the Danish Business Authority for the Alliance on 04 March 2015, to 31 December 2015.

#### **16. Dissolution of the Alliance**

##### **16.1**

The Alliance shall be dissolved on the basis of a resolution passed by the annual meeting or the Board to this effect, provided that no Board member has voted against the dissolution proposal. Likewise, the Alliance shall be dissolved if an insufficient number of candidates are willing to become Board members at an annual meeting. In such case the resigning Board shall give effect to the liquidation.

##### **16.2**

If the Alliance is to be dissolved, the Board shall appoint a liquidator, who shall execute the dissolution of the Alliance. Any surplus capital shall be paid back pro rata to the Members who have paid Membership fees during the year preceding the dissolution year and who have not terminated their Membership effectively prior to effective liquidation. If the capital of the Alliance is less than EUR 1,000 after defrayal of liquidation costs, the liquidator may distribute such capital to non-profit organisations or charities as per the resigning Board's recom-

#### **14. Regnskab & Revision**

##### **14.1**

Alliancens regnskaber udarbejdes af Bestyrelsens kasserer på baggrund af regnskabsmateriale indsendt af sekretæren. Årsregnskabet skal give et retvisende billede af Alliancens aktiver og passiver, dets økonomiske stilling samt resultatet, jvf. Årsregnskabsloven.

##### **14.2**

Regnskabet revideres af en revisor, der vælges af årsmødet for et (1) år ad gangen. Revisor kan være et Medlem. Genvalg kan finde sted.

#### **15. Regnskabsår**

##### **15.1**

Alliancens regnskabsår løber fra den 1. januar til den 31. december.

##### **15.2**

Første regnskabsår løber fra indsendelse den 04. marts 2015 til Erhvervsstyrelsen af ansøgning om registrering af Alliancen som frivillig forening, til den 31. december 2015.

#### **16. Alliancens opløsning**

##### **16.1**

Alliancen opløses efter beslutning vedtaget på et årsmøde eller et Bestyrelsesmøde, hvor intet Bestyrelsesmedlem stemmer imod. Ligeledes opløses Alliancen, dersom et utilstrækkeligt antal kandidater stiller op til valg som Bestyrelses-medlem på et årsmøde. I givet fald forestår den afgående Bestyrelse opløsningen af Alliancen.

##### **16.2**

Hvis Alliancen opløses, skal Bestyrelsen udpege en likvidator, der skal gennemføre Alliancens afvikling. Foreningens eventuelle formue returneres til de Medlemmer, der har betalt kontingent til Alliancen i forhold til deres bidrag i året forud for opløsningsåret og som ikke effektivt har opsagt deres Medlemskab forud for likvidationens gennemførelse. Andrager nettoformuen efter afholdelse af alle likvidationsomkostninger mindre end EUR 1.000, da kan likvidator vælge at udlodde hele formuen til et almennyttigt formål efter indstilling fra den afgående Bestyrelse.



mendations.

## 17. Amendments to the Articles

### 17.1

Subject to ratification by the forthcoming annual meeting, the Board may, by simple majority, resolve to modify, amend and/or add to these Articles.

### 17.2

No amendment or modification resulting in an increase of obligations vested in any Member can be passed, unless the Members, whose obligations are increased, are in favour.

\*\*\*\*\*

These Articles have been adopted at the statutory meeting of the Alliance held on 27 February 2015 and amended at the 5<sup>th</sup> Annual Meeting in Zürich on 7 June 2019 (Art. 1.2, 3.2 and 6.1 (Brexit), Art. 7.3 (Annual Meeting Timing) and 11.2 (voting right clarification), and amended at the 7<sup>th</sup> Annual Meeting held on 30 June 2021 via Teams (7.2 (Cross reference), 11.1 and 11.2 (Board rotation)).

The Articles have been drafted both in the English language as well as in the Danish language. In the event of ambiguity or conflict between the English and the Danish version, the English version shall prevail.

## 17. Ændringer af Vedtægterne

### 17.1

Alliancens Vedtægter kan ændres ved Bestyrelsesbeslutning, dog således at ændringerne alene træder i kraft hvis og når ændringerne med simpelt stemmeflertal efterfølgende ratificeres på et årsmøde.

### 17.2

Ingen ændringer, som medfører forøgede forpligtelser for noget Medlem kan besluttes, medmindre de Medlemmer, hvis forpligtelser forøges, stemmer for.

\*\*\*\*\*

Ovenstående Vedtægter er blevet vedtaget på Alliancens stiftende årsmøde afholdt den 27. februar 2015 og ændret på Alliancens 5. årsmøde afholdt den 7. juni 2019 i Zürich (Art. 1.2, 3.2 & 6.1 (Brexit), 7.3 (Tidspunktet for årsmødeafholdelse)), og på Alliancens 7. årsmøde afholdt den 30. juni 2021 via Teams (7.2 (henvisning), 11.1 og 11.2 (bestyrelsesrotationsprincip)).

Nærværende Vedtægtssæt er udformet på såvel engelsk som på dansk. I tilfælde af uoverensstemmelse mellem den engelske og den danske version, skal den engelske tekst tillægges forrang.

[Teams], 30 June 2021

[Electronically Signed]

Jan Bjerrum Bach  
Chairman of the Meeting



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