
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Orphazyme A/S
(Exact name of registrant as specified in its charter)

The Kingdom of Denmark
(State or other jurisdiction of
incorporation or organization)

Not Applicable
(I.R.S. Employer
Identification Number)

Ole Maaløes Vej 3, DK-2200
Copenhagen N
Denmark
Tel: +45 39178272
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Orphazyme A/S – Long-Term Incentive Program
Orphazyme A/S – Share-based Incentive Program for the Board of Directors
(Full title of the plans)

Orphazyme US, Inc.
180 N. LaSalle Street, Suite 3475
Chicago, Illinois 60601
(773) 770-6888
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input checked="" type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 7(a)(2)(B) of the Securities Act.

Copies to:
Joshua A. Kaufman
Divakar Gupta
Alison Haggerty
Mark Ballantyne
Cooley LLP
55 Hudson Yards
New York, NY 10001
(212) 479-6000

CALCULATION OF REGISTRATION FEE

Title of securities to be registered⁽¹⁾	Amount to be registered⁽²⁾	Proposed maximum offering price per share⁽⁴⁾	Proposed maximum aggregate offering price⁽⁴⁾	Amount of registration fee
Ordinary Shares, nominal value DKK 1 per share	400,000 ⁽³⁾	\$10.57	\$4,228,000	\$461.27

- (1) These shares may be represented by the Registrant’s American Depositary Shares (“ADSs”), each of which represents one ordinary share. The Registrant’s ADSs issuable upon deposit of the ordinary shares registered hereby have been registered under a separate registration statement on Form F-6 (File No. 333-248669).
- (2) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover any additional ordinary shares of the Registrant that become issuable under the Orphazyme A/S – Long-Term Incentive Program (the “LTIP”) and Orphazyme A/S – Share-based Incentive Program for the Board of Directors (the “Board Incentive Program”) by reason of any share dividend, share split, recapitalization or other similar transaction.
- (3) Consists of (i) 360,000 ordinary shares, including (a) ordinary shares known as “performance shares” that may be issued under the LTIP to cover the delivery of certain investment shares that provide the Registrant’s executive management and certain other key employees with the right to acquire or subscribe for the Registrant’s ordinary shares (the “Investment Shares”), and (b) ordinary shares known as “matching shares” that may be issued under the LTIP to cover the delivery of Investment Shares and (ii) 40,000 ordinary shares to be issued upon vesting of restricted share units (“RSUs”) granted under the Board Incentive Program or reserved for issuance under the Board Incentive Program.
- (4) Estimated in accordance with Rule 457(c) of the Securities Act solely for purposes of calculating the registration fee and is equal to the average of the high and low prices of the Registrant’s ADSs as reported on the Nasdaq Global Select Market for October 7, 2020.
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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information*

Item 2. Registrant Information and Employee Plan Annual Information*

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with Rule 428 under the Securities Act and the Note to Part I of Form S-8. The documents containing information specified in this Part I will be separately provided to the participants covered by the LTIP and the Board Incentive Program, as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents previously filed by Orphazyme A/S (the “Registrant”) with the Securities and Exchange Commission (the “Commission”) are incorporated by reference herein:

- (a) The Registrant’s prospectus dated September 28, 2020 filed with the Commission on September 29, 2020 pursuant to [Rule 424\(b\)\(4\)](#) under the Securities Act; and
- (b) The description of the Registrant’s ordinary shares incorporated by reference in the Registrant’s registration statement on [Form 8-A](#) (File No. 001-39545) filed with the Commission on September 22, 2020, including any amendment and report subsequently filed for the purpose of updating that description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), after the date of this registration statement and prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be part hereof from the date of filing of such documents. Any statement in a document incorporated or deemed to be incorporated by reference in this registration statement will be deemed to be modified or superseded to the extent that a statement contained in this registration statement or in any other later filed document that also is or is deemed to be incorporated by reference modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as so modified or superseded, to be a part of this registration statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

According to the Danish Companies Act, the general meeting is allowed to discharge the Registrant’s board members and members of its executive management from liability for any particular financial year based on a resolution relating to the financial statements. This discharge means that the general meeting will discharge such board members and members of the Registrant’s executive management from liability to the Registrant. However, the general meeting cannot discharge any claims by individual shareholders or other third parties. In addition, the discharge can be set aside in case the general meeting prior to its decision to discharge was not presented with all reasonable information necessary for the general meeting to assess the matter at hand.

Additionally, the Registrant has agreed to indemnify its board members and members of its executive management and employees, in relation to certain claims. The Registrant will not, however, indemnify its board members, executive management and employees, in respect of: (i) claims against a person pursuant to Danish law raised before the Danish Courts, except claims arising from the offer, sale and listing of the our securities in the United States and/or its subsequent status as a listed company in the United States, including in respect of its reports filed with or furnished to the U.S. Securities and Exchange Commission; (ii) claims against a

person for damages and legal costs related to criminal and/or grossly negligent or willful acts or omissions committed by the indemnified person; (iii) claims against an indemnified person, which is attributable to the gaining or purported gaining of any profit or advantage to which the indemnified person or any related natural or legal person was not legally entitled; (iv) claims covered by insurance; (v) claims brought against the indemnified person by the Registrant or any subsidiary of the Registrant; and (vi) any sum payable to a regulatory authority by way of a penalty in respect of the indemnified person's personal non-compliance with any requirement of a regulatory nature howsoever arising. The indemnification will be limited to a maximum amount per claim per person equivalent to the gross proceeds obtained by the Registrant in connection with the offering of ADSs in the United States pursuant to the Registrant's prospectus dated September 28, 2020. The indemnification shall remain in force for a period of five years after the resignation or termination of the indemnified person from the Registrant or its subsidiaries, if the claims made within such period are related to such person's services to the Registrant

There is a risk that such indemnification will be deemed void under Danish law, either because the indemnification is deemed contrary to the rules on discharge of liability in the Danish Company Act as set forth above, because the indemnification is deemed contrary to sections 19 and 23 of the Danish Liability and Compensation Act, which contain mandatory provisions on recourse claims between an employee (including members of our executive management) and the company, or because the indemnification is deemed contrary to the general provisions of the Danish Contracts Act.

In addition, the Registrant provides its board members and executive management with directors' and officers' liability insurance

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption From Registration Claimed

Not applicable.

Item 8. Exhibits

Exhibit Number	Description
4.1*	Articles of Association of Orphazyme A/S, as currently in effect
4.2	Form of Deposit Agreement among Orphazyme A/S, The Bank of New York Mellon, as depositary, and all owners and holders of American Depositary Shares issued thereunder (incorporated by reference to the Form F-6 Registration Statement (File No. 333-248669) filed with the Commission on September 8, 2020)
4.3	Form of American Depositary Receipt evidencing American Depositary Shares (included in exhibit 4.2)
5.1*	Opinion of Gorrissen Federspiel Advokatpartnerselskab, regarding the validity of the ordinary shares being registered
10.1*	Orphazyme A/S – Long-Term Incentive Program
10.2*	Orphazyme A/S – Share-based Incentive Program for the Board of Directors
23.1*	Consent of EY Godkendt Revisionspartnerselskab (formerly Ernst & Young P/S)
23.2*	Consent of Gorrissen Federspiel Advokatpartnerselskab (included in Exhibit 5.1)
24.1*	Power of Attorney (included on signature page hereto)

* Filed herewith.

Item 8. Exhibits

See the Index to Exhibits attached hereto.

Item 9. Undertakings

- (a) The undersigned Registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement; and
 - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to that information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement;
 - (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Copenhagen, Denmark, on October 9, 2020.

Orphazyme A/S

By: /s/ Kim Stratton

Name: Kim Stratton

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints, severally and not jointly, each of Kim Stratton and Anders Vadsholt, with full power to act alone, as his or her true and lawful attorney-in-fact, with the power of substitution, for and in such person's name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact full power and authority to do and perform each and every act and thing requisite and necessary to be done as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on October 9, 2020 by the following persons in the capacities indicated.

<u>Signature</u>	<u>Title</u>
<u>/s/ Kim Stratton</u> Kim Stratton	Chief Executive Officer <i>(Principal Executive Officer)</i>
<u>/s/ Anders Vadsholt</u> Anders Vadsholt	Chief Financial Officer <i>(Principal Financial and Accounting Officer)</i>
<u>/s/ Georges Gemayel</u> Georges Gemayel, Ph.D.	Chairman of the Board of Directors
<u>/s/ Bo Jesper Hansen</u> Bo Jesper Hansen, Ph.D., M.D.	Deputy Chairman of the Board of Directors
<u>/s/ Martin Bonde</u> Martin Bonde, Ph.D.	Director
<u>/s/ Rémi Droller</u> Rémi Droller	Director
<u>/s/ Sten Verland</u> Sten Verland, Ph.D.	Director
<u>/s/ Martijn Kleijwegt</u> Martijn Kleijwegt	Director
<u>/s/ Anders Hedegaard</u> Anders Hedegaard	Director
<u>/s/ Catherine Moukheibir</u> Catherine Moukheibir	Director
<u>/s/ Carolee Barlow</u> Carolee Barlow	Director

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Orphazyme A/S, has signed this registration statement or amendment thereto in Chicago, Illinois on October 9, 2020.

ORPHAZYME US, INC.

By: /s/ Molly Painter

Name: Molly Painter

Title: President



Articles of Association

Orphazyme A/S, CVR no. 32 26 63 55



1 Name and objects

1.1 The Company's name is Orphazyme A/S.

1.2 The Company's objects are research, development, production, marketing, sales and/or licensing of medicinal products for treatment of various disorders, including lysosomal storage diseases (LSD), neuromuscular disorders and other related diseases, as well as to carry out associated activities. Furthermore, the Company may, within its line of business, participate in partnerships or co-operate with other businesses.

2 Share capital and shares

2.1 The Company's nominal share capital is DKK 34,697,703, divided into shares of DKK 1 each or multiples thereof.

2.2 The share capital has been fully paid up.

2.3 The shares shall be issued in the name of the holder and shall be recorded in the name of the holder in the Company's register of shareholders.

2.4 The register of shareholders is kept by Computershare A/S, CVR no. 27 08 88 99.

2.5 The shares are negotiable instruments. No restrictions shall apply to the transferability of the shares.

2.6 No shares shall carry special rights.

2.7 No shareholder shall be under an obligation to have his/her shares redeemed in whole or in part by the Company or by any third party.

2.8 The shares are registered with and issued in dematerialised form through VP SECURITIES A/S, CVR no. 21 59 93 36. Dividend is paid out through VP SECURITIES A/S and is deposited at the registered dividend accounts at VP SECURITIES A/S. Rights concerning the shares shall be notified to VP SECURITIES A/S in accordance with applicable rules.

3 Increase of share capital

3.1 In the period until 26 March 2025, the Board of Directors is authorised to increase the Company's share capital in one or more issues of new shares without pre-emption rights for the Company's existing shareholders by up to a nominal amount of DKK 10,815,000. The capital increase shall take place at market price as determined by the Board of Directors and shall be effected by cash payment, debt conversion or contribution in kind.

3.1.1 By decision of 28 September 2020, the Board of Directors has partly exercised the authorisation in Article 3.1 to increase the Company's share capital following which a nominal value of DKK 7,616,146 of the authorisation has been issued.

3.2 In the period until 2 November 2022, the Board of Directors is authorised to increase the Company's share capital in one or more issues without pre-emption rights for the



Company's existing shareholders by up to a nominal amount of DKK 1,300,000 in connection with the issue of new shares to members of the Board of Directors, executives and/or employees of the Company. The new shares shall be issued against cash payment at a subscription price to be determined by the Board of Directors, which may be below the market price.

- 3.2.1 By decision of 4 March 2019, 27 March 2020 and 29 July 2020, the Board of Directors has partly exercised the authorisation in Article 3.2 to increase the Company's share capital following which a nominal value of DKK 62,346 of the authorisation has been issued.
- 3.3 In the period until 2 November 2022, the Board of Directors is authorised to increase the Company's share capital in one or more issues without pre-emption rights for the Company's existing shareholders by up to a nominal amount of DKK 15,750,000 in connection with directed issues of bonus shares, and/or directed issues of new shares effected by cash payment, to Kansas Life Sciences Development Inc. and UCL Business PLC (or entities designated by them), respectively. The capital increase shall take place at par value (i.e. below market price). The value of such new shares to be issued can in any case not exceed a maximum of USD 2.5 million with a fixed exchange rate of DKK 6.30 per 1 USD based on the average closing price of the Company's shares on Nasdaq Copenhagen A/S for the 30 days immediately prior to the date of issuance.
- 3.3.1 By decision of 29 January 2018, 31 January 2019 and 31 January 2020, the Board of Directors has partly exercised the authorisation in Article 3.3 to increase the Company's share capital following which a nominal value of DKK 58,090 of the authorisation has been issued.
- 3.4 In the period until 25 January 2025, the Board of Directors is authorised to increase the Company's share capital through one or more issues of new shares with pre-emption rights for the Company's existing shareholders by up to a nominal amount of DKK 25,000,000. The capital increase may be effected by cash payment or conversion of debt and shall take place at subscription price as determined by the Board of Directors which may be below the market price.
- 3.5 New shares issued pursuant to Articles 3.1, 3.2, 3.3 and 3.4 shall be fully paid up, issued in the name of the holder and shall be recorded in the name of the holder in the Company's register of shareholders, shall be negotiable instruments and shall in every respect carry the same rights as the existing shares. The Board of Directors is authorised to lay down the terms and conditions for capital increases pursuant to the above authorisations and to make any such amendments to the Company's Articles of Association as may be required as a result of the Board of Directors' exercise of said authorisations.
- 4 General meeting, venue and notice**
- 4.1 The general meetings of the Company shall be held in the Capital Region of Denmark.
- 4.2 The annual general meeting of the Company shall be held each year in due time for the audited and approved annual report to be received by the relevant authorities before the applicable statutory time limit. The Company shall no later than eight weeks before



the contemplated date of the annual general meeting publish the date of the general meeting and the deadline for submitting requests for specific proposals to be included on the agenda.

- 4.3 If the Board of Directors finds it appropriate, and if the general meeting can be conducted in a technically safe manner, the Board of Directors may decide that the general meeting shall be held fully or partially as an electronic general meeting. If so decided, shareholders will be able to attend, express their opinion and vote at the general meeting by electronic means. Detailed information on the procedures for electronic attendance and participation will be made available on the company's website and in the relevant notices convening the general meetings, and written information on the subject will also be sent to shareholders registered in the Company's register of shareholders if so requested.
- 4.4 Extraordinary general meetings shall be held when determined by the Board of Directors or requested by the Company's auditor. Furthermore, an extraordinary general meeting shall be held when requested by shareholders possessing no less than five per cent of the share capital. Such request shall be submitted in writing to the Board of Directors and be accompanied by a specific proposal for the business to be transacted. The Board of Directors convenes an extraordinary general meeting no later than two weeks after such request has been made.
- 4.5 General meetings shall be convened by the Board of Directors with at least three weeks' and not more than five weeks' notice. The notice shall be published on the Company's website. Furthermore, a notice of the general meeting shall be sent to all shareholders recorded in the Company's register of shareholders who have so requested.
- 4.6 For a period of three weeks prior to the general meeting, including the date of the general meeting, the following information shall be available on the Company's website:
- a. The notice convening the general meeting
 - b. The aggregate number of shares and voting rights as at the date of the notice
 - c. The documents to be presented at the general meeting
 - d. The agenda and the complete proposals as well as, for annual general meetings, the audited annual report
 - e. The forms to be used for voting by proxy or by postal vote
- 4.7 General meetings shall be held in English. The Board of Directors may decide to offer simultaneous interpretation into Danish. Documents prepared in connection with or following a general meeting shall be in English and to the extent required by law or if decided by the Board of Directors, in Danish.
- 4.8 The general meeting shall be presided over by a chairman elected by the Board of Directors who shall ensure that the general meeting is conducted in a proper and efficient manner.



5 Agenda for the annual general meeting

5.1 The agenda for the annual general meeting shall include the following:

- a. The Board of Directors' report on the Company's activities in the past financial year
- b. Presentation and adoption of the annual report
- c. Distribution of profit or covering of loss according to the adopted annual report
- d. Resolution to grant discharge of liability to the Board of Directors and the Executive Management
- e. Presentation of the remuneration report
- f. Approval of remuneration of the Board of Directors for the current financial year
- g. Election of members to the Board of Directors
- h. Election of auditor
- i. Authorisation to acquire treasury shares
- j. Any proposals from the Board of Directors or shareholders
- k. Any other business

5.2 Every shareholder shall be entitled to have a specific subject considered at the annual general meeting. Such proposals must be submitted in writing to the Board of Directors not later than six weeks prior to the annual general meeting.

6 Shareholders' attendance and voting rights at the general meeting

6.1 The right of a shareholder to attend and vote at a general meeting is determined by the shares held by the shareholder at the record date. The record date is one week prior to the general meeting. The shares held by each shareholder at the record date are calculated based on the registration of the number of shares held by that shareholder in the Company's register of shareholders as well as any notification of ownership received by the Company for the purpose of registration in the Company's register of shareholders, but which have not yet been registered.

6.2 A shareholder who is entitled to attend the general meeting pursuant to Article 6.1 and who wants to attend the general meeting shall notify the Company of his/her attendance not later than three days prior to the date of the general meeting.

6.3 A shareholder may attend in person or by proxy, and the shareholder or the proxy may attend together with an adviser.

6.4 The right to vote may be exercised by a written and dated instrument of proxy in accordance with applicable laws.



- 6.5 A shareholder who is entitled to participate in the general meeting pursuant to Article 6.1 may vote by postal vote in accordance with the provisions of the Danish Companies Act. Such postal votes shall be received by the Company not later than the business day before the general meeting. Postal votes cannot be withdrawn.
- 6.6 Each share of the nominal value of DKK 1 shall carry 1 vote. A person registered as a holder of shares of the Company in VP Securities A/S and acting in a professional capacity on behalf of other natural or legal persons, including holders of American Depositary Shares representing shares of the Company, may exercise voting rights attached to any such shares in a manner that is not identical to the exercise of the voting rights attached to other shares of the Company held by such person.
- 7 Resolutions at general meetings**
- 7.1 Resolutions by the general meeting shall be passed by a simple majority of votes cast unless otherwise prescribed by law or by these Articles of Association.
- 7.2 Adoption of changes to these Articles of Association, dissolution of the Company, merger or demerger requires that the decision is adopted with at least 2/3 of the votes cast as well as the share capital represented at the general meeting, unless applicable laws prescribe stricter or less strict adoption requirements or applicable laws confer specific authority to the Board of Directors or other bodies.
- 8 Board of Directors**
- 8.1 The Board of Directors consists of not less than six and not more than nine members elected by the general meeting.
- 8.2 The members of the Board of Directors elected by the general meeting are elected for a term of one year. Re-election of board members may take place.
- 8.3 The Board of Directors elects a Chairman and, if so decided by the Board of Directors, a Deputy Chairman among its members. If the Chairman of the Board of Directors resigns during a term of election, the Deputy Chairman (if elected) shall take up the position as Chairman until a new Chairman is elected among the members of the Board of Directors.
- 8.4 Any employee representatives on the Board of Directors and their alternates, if any, are elected in accordance with applicable law thereon in force from time to time.
- 8.5 Resolutions of the Board of Directors are passed by simple majority. In the event of equal votes, the Chairman or, in his/her absence, the Deputy Chairman shall have a casting vote.
- 8.6 The Board of Directors forms a quorum when more than half of its members are represented, including the Chairman or the Deputy Chairman.
- 9 Executive Management**
- 9.1 The Board of Directors appoints an Executive Management consisting of one to three members to be in charge of the day-to-day management of the Company.



9.2 The Board of Directors are authorized to resolve to let the Company indemnify members of the Executive Management and employees of the Company or its subsidiaries for certain claims against these individuals in connection with their services to the Company.

The Company's indemnification covers claims and reasonable legal costs arising from the offer, sale and listing of the Company's securities in the United States and/or the Company's subsequent status as a listed company in the United States, including in respect of the Company's reports filed with or furnished to the U.S. Securities and Exchange Commission thereafter.

Notwithstanding the foregoing, the Company's indemnification shall not cover the following claims:

- (i) claims against a person pursuant to Danish law raised before the Danish Courts, except claims arising from the offer, sale and listing of the Company's securities in the United States and/or the Company's subsequent status as a listed company in the United States, including in respect of the Company's reports filed with or furnished to the U.S. Securities and Exchange Commission thereafter;
- (ii) claims against a person for damages and legal costs related to criminal and/or grossly negligent or willful acts or omissions committed by the indemnified person;
- (iii) claims against an indemnified person, which is attributable to the gaining or purported gaining of any profit or advantage to which the indemnified person or any related natural or legal person was not legally entitled;
- (iv) claims covered by insurance. To the extent the insurer refuses to provide cover for other reasons than those referenced in items (i) and (ii) above, the Company's indemnification will cover such claims, provided, however, that the Company shall in such event be entitled at any time to represent the insured in respect of the insurer and shall automatically by subrogation enter into any and all rights under said insurance policy;
- (v) claims brought against the indemnified person by the Company or any subsidiary of the Company; or
- (vi) any sum payable to a regulatory authority by way of a penalty in respect of the indemnified person's personal non-compliance with any requirement of a regulatory nature howsoever arising.

The indemnification is limited to a maximum amount per claim per person equivalent to the gross proceeds obtained by the Company in connection with the offering of American Depositary Shares in the United States.

The indemnification shall remain in force for a period of five years after the resignation of the indemnified person from the Company or its subsidiaries, if the claims made within such period are related to such person's services to the Company.

**10 Rules of signature**

10.1 The Company shall be bound (i) by the joint signatures of the Chairman and a member of the Executive Management, (ii) by the joint signatures of the Chairman and two members of the Board of Directors or (iii) by the joint signatures of two members of the Executive Management.

11 Electronic communication

11.1 All communication from the Company to the individual shareholders, including notices convening general meetings, may take place electronically by posting on the Company's website or by email. General notices shall be published on the Company's website and in such other manner as may be prescribed by applicable laws. The Company may as an alternative choose to send notices, etc., by ordinary post.

11.2 Communication from a shareholder to the Company may take place by email or by ordinary post.

11.3 Each shareholder is responsible for ensuring that the Company has the correct email address at all times. The Company is not obliged to verify such contact information or to send notices in any other way.

11.4 The Company's website, www.orphazyme.com, contains information about system requirements and electronic communication procedures.

11.5 Company announcements shall be prepared in English and, if decided by the Board of Directors, in Danish.

12 Annual report

12.1 The Company's annual accounts shall be audited by a state-authorised public accountant elected by the general meeting for a one-year term. Re-election may take place to the extent permitted under applicable law.

12.2 Annual reports shall be prepared in English and, if decided by the Board of Directors, in Danish.

13 Financial year

13.1 The Company's financial year is the calendar year.

As adopted at the Company's extraordinary general meeting held on 2 November 2017 and subsequently amended by the Board of Directors on 6 November 2017, on 20 November 2017, on 29 January 2018, on 31 January 2019, on 4 March 2019, on the Company's extraordinary general meeting held on 25 January 2020, by the Board of Directors on 31 January 2020 and on 6 February 2020, on the Company's annual general meeting held on 26 March 2020 and by the Board of Directors on 27 March 2020 and on 29 July 2020, on the Company's extraordinary general meeting held on 21 September 2020, and by the Board of Directors on 28 September 2020.



Orphazyme A/S
Company Reg. No. (CVR) 32 26 63 55
Ole Maaløes Vej 3
DK-2200 Copenhagen N
Denmark

(the “**Company**”)

Orphazyme A/S — Registration Statement on Form S-8 Filed with the United States Securities Exchange Commission

We have acted as Danish legal counsel to the Company in relation to the preparation and filing by the Company with the United States Securities Exchange Commission of a Registration Statement on Form S-8 (the “**Registration Statement**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), with respect to (i) the allocation of up to 360,000 ordinary shares (the “**LTIP Shares**”) underlying Matching Shares and Performance Shares which have been granted or reserved to certain participants (the “**Participants**”) of the Company’s Long Term Incentive Program, as applicable from time to time, (the “**LTIP**”), such LTIP Shares to be allocated and delivered to the Participants following vesting of the Matching Shares and Performance Shares, and assuming vesting in full, by way of delivery of existing shares held in treasury by the Company, and against payment per allocated LTIP Share by the Participants of DKK 1, and (ii) the allocation reserved to certain recipients under the Company’s share-based incentive program for the Board of Directors, as applicable from time to time, (the “**RSU Program**”) of up to 40,000 ordinary shares (the “**RSU Shares**”) which (a) may be allocated to recipients through subscription of new shares of the Company or (b) allocated to recipients through delivery of existing shares of the Company held in treasury (such treasury shares, the “**Treasury RSU Shares**”), in both instances subject to vesting and exercise of restricted share units (“**RSUs**”) granted to the recipients under the RSU Program. Each RSU grants a right to the recipient to be allocated one share in the Company upon vesting and exercise.

The LTIP Shares and the RSU Shares are collectively referred to as the “**Shares**”. Each Share has a nominal value of DKK 1. The LTIP and the RSU Program are established by the Board of Directors of the Company in accordance with the Remuneration Policy adopted by the annual general meeting of the Company on 26 March 2020, and amended at the extraordinary general meeting of the Company on 21 September 2020.

1 For the purpose of this Opinion we have examined the following documents and performed the following investigations:

- a) a copy of the Registration Statement;
- b) a copy of the articles of association of the Company dated 28 September 2020;



- c) a copy of the minutes of the annual general meeting of the Company held on 26 March 2020 whereby the annual general meeting resolved, *inter alia*, to approve the Remuneration Policy (as defined below) and adopted an authorization to the Board of Directors to approve the acquisition of treasury shares in the period until 26 March 2025 with a total nominal value of up to 20 % of the share capital of the Company subject to (i) the Company's holding of treasury shares after such acquisition not exceeding 20 % of the Company's share capital and (ii) the consideration to be paid by the Company not deviating more than 10 % from the official price quoted on Nasdaq Copenhagen at the time of acquisition (the "**Authorization**");
- d) a copy of the minutes from of the extraordinary general meeting of the Company held on 21 September 2020;
- e) the Company's Remuneration Policy adopted on the annual general meeting of the Company held on 26 March 2020 and as amended on the Company's extraordinary general meeting held on 21 September 2020 (the "**Remuneration Policy**");
- f) an online transcript of 9 October 2020 (before 8 pm CET) from the Danish Business Authority (in Danish: "*Erhvervsstyrelsen*") concerning the Company;
- g) the general terms and conditions for the LTIP dated 9 June 2020;
- h) the general terms and conditions for the RSU Program dated 21 September 2020; and
- i) such other documents, agreements and records as we have deemed necessary for the purposes of rendering this Opinion.

The documents mentioned in Sections 1a) - 1i) above are referred to as the "**Documentation**" and individually as a "**Document**".

2 In considering the above Documents for the purposes of delivering this Opinion we have assumed:

- a) that any copies of the Documents that we have reviewed are complete and accurate copies of the originals of such Documents and that the originals of such Documents were executed in the manner appearing on such copies and that all material supplied to us (whether original or in copy) is authentic, has been supplied in full and has not subsequently been amended;
- b) the genuineness of all signatures and dates and the authenticity of all documents submitted to us as originals;
- c) that each Document is true, correct and fully updated and has not been amended or revoked after the date of each such Document;



- d) the information contained in the online transcript dated 9 October 2020 from the Danish Business Authority (Section 1f)) concerning the Company being accurate, complete and fully updated;
- e) the genuineness of all signatures and dates on all Documents examined by us, and that the identities of the signatories are as stated or written;
- f) that any power of attorney referred to in the Documents has neither been revoked nor amended;
- g) that there are no provisions of the laws of any jurisdiction (other than Denmark) that would have any adverse implication in relation to the opinions expressed herein;
- h) the accuracy and completeness of all factual matters, statements of fact, factual representations, warranties and other information as to matters of fact described or set forth in the Documents, as we have not made any independent investigation in respect thereof;
- i) the due compliance of all matters with and validity and binding effect under such laws as govern any activities contemplated other than the laws of Denmark in respect of which we are opining;
- j) that a “corporate benefit”, as such term is construed under Danish law, will accrue to the Company from entering into any transactions related to the Documents, if relevant;
- k) that the LTIP Shares will be acquired by the Company prior to the delivery to the Participants and the Treasury RSU Shares will be acquired by the Company prior to the delivery to the recipients in accordance with the Authorization and subject to the limitations set out in the Authorization;
- l) that any LTIP Shares and RSU Shares currently reserved to be granted, delivered or allocated (but as of the date of this Opinion have not been granted, delivered or allocated to Participants or recipients, as the case may be) will indeed be granted, delivered or allocated to the Participants and the recipients, as the case may be, in accordance with the applicable terms and conditions and individual grant letters and in accordance with any applicable authorizations to the Board of Directors of the Company; and
- m) that all formalities and requirements of the laws, regulations or rules of stock exchanges of any relevant jurisdiction other than Denmark and of any regulatory authority therein, applicable to the execution, performance, delivery, perfection and enforceability of any Document have been or will be duly complied with.



3 This Opinion is subject to the following qualifications:

- a) This Opinion is given only with respect to the laws of Denmark as in force today and as such laws are currently applied by Danish courts and we express no opinion with respect to the laws of any other jurisdiction nor have we made any investigations as to any law other than the laws of Denmark;
- b) the ability of a Danish limited liability company to delegate authority in general to third parties to act on its behalf is restricted pursuant to Danish law. Thus, the granting by a Danish limited liability company of powers to third parties to act on their behalf may be considered void and set aside by the Danish courts if the powers are not restricted to specific, limited and well-defined matters and given for a certain period of time;
- c) in rendering this opinion we have relied as to certain matters of information and fact obtained from the Company and other sources reasonably believed by us to be credible;
- d) we express no opinion as to the exact interpretation of any particular wording in any Document by a court;
- e) the online transcript from the Danish Business Authority listed in 1f) is not conclusive evidence of whether or not: (i) a winding up or administration order has been issued, (ii) a resolution for winding up has been passed; or (iii) an administrator or liquidator has been appointed. Notice of the matters listed in (i), (ii) and (iii) in this paragraph may not be filed with the Danish Business Authority immediately and, when filed, may not be entered in the relevant company's public file immediately. In addition, such transcripts do not report petitions for winding up or administration prior to the issuance of the order therefore; and
- f) in this Opinion Danish legal concepts are expressed in English terms and not in their original Danish terms. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions.

4 Based upon and subject to the assumptions and the qualifications above we are of the opinion that:

- a) The Company is a limited liability company (in Danish: "aktieselskab") registered and validly existing under the laws of Denmark; and
- b) Pursuant to the Articles of Association and the transcript of the Danish Business Authority referred to in 1 f) the LTIP Shares and the Treasury RSU Shares to be acquired by the Company prior to the delivery to the eligible Participants or recipients (as the case may be) are validly issued and fully paid.



We advise you that we are not assuming any obligation to notify you of any changes in this opinion as a result of any facts or circumstances that may come to our attention in the future or as a result of any changes in laws which may hereafter occur.

This opinion is limited to matters of the laws of Denmark (excluding Greenland and the Faroe Islands) as in effect and applied on the date of this opinion and we express no opinion with respect to the laws of any other jurisdiction, nor have we made any investigation as to any laws other than the laws of Denmark.

This opinion shall be governed by and construed in accordance with Danish law, and any legal suit action or proceeding against us by the Company arising out of or based upon this opinion shall be exclusively instituted in a Danish court.

We accept no responsibility or legal liability to any person other than the Company in relation to the contents of this opinion and claims may only be brought against Gorrissen Federspiel Advokatpartnerselskab and not against individual partners or employees of Gorrissen Federspiel Advokatpartnerselskab on the basis hereof.

We hereby consent to the filing of this Opinion as an exhibit to the Registration Statement and to the reference to our law firm (in Danish: “Advokatpartnerselskab”).

In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

We are qualified to practice law in Denmark.

Yours sincerely

/s/ Rikke Schiøtt Petersen

Gorrissen Federspiel Advokatpartnerselskab

Gorrissen Federspiel

Orphazyme A/S – Long-Term Incentive Programme

General Terms and Conditions



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These are the general terms and conditions (the “**General Terms and Conditions**”) for the Long-Term Incentive Program (the “**LTIP**”) of Orphazyme A/S (the “**Company**”) and its subsidiary undertakings (the Company and its subsidiary undertakings are referred to as the “**Group**” and each a “**Group Member**”). The General Terms and Conditions apply to grants of Matching Shares and Performance Shares (each as defined below) under the LTIP awarded to members of the executive management, registered as such with the Danish Business Authority (the “**Executive Management**”), and certain key employees of the Group (such executive managers and key employees referred to as “**Participants**” and each a “**Participant**”).

1 Introduction

1.1 The LTIP has been established by the Board of Directors of the Company (the “**Board of Directors**”) and has been adopted in accordance with the Remuneration Policy adopted by the Company’s general meeting on 26 March 2020.

1.2 Participation in the LTIP and in each individual grant thereunder is resolved by the Board of Directors at its sole discretion.

1.3 Participation in the Group’s LTIP is conditional upon each Participant maintaining ownership of or for new Participants subscribing for or purchasing a number of shares in the Company (the “**Investment Shares**”) as detailed in each individual grant letter. Subject to fulfilment of the condition to subscribe for or hold Investment Shares as detailed in each Participant’s individual grant letter(s), each Participant will, subject to certain conditions, be eligible to receive Matching Shares and Performance Shares (in each case as defined below) in proportion to the number of Investment Shares held, as determined by the Board of Directors in its sole discretion and set out in the Individual Grant Letters.

1.4 The LTIP will be made up of the following documents:

- (a) These General Terms and Conditions;
- (b) Matching Shares Individual Grant Letter (as defined below);
- (c) Performance Shares Individual Grant Letter (as defined below); and
- (d) Danish Share Option Act statement for Participants comprised by this act.

In case of any discrepancy between the above documents, these General Terms and Conditions shall prevail. To the extent any of the documents exist in other languages than English, the English version shall prevail, except for the Danish Share Option Act statement where the Danish version shall prevail.

1.5 If eligible for participation under the LTIP, each Participant will receive individual grant letters setting out the individual terms applicable to the grant of Matching Shares (as defined below) (the “**Matching Shares Individual Grant Letter**”) and Performance Shares (as defined below) (the “**Performance Shares Individual Grant Letter**”), as applicable (together the “**Individual Grant Letters**”). The Individual Grant Letters will *inter alia* state the number of Investment Shares, the maximum number of Matching



Shares and/or Performance Shares (as the case may be) able to be granted per Investment Share and the conditions for vesting of the Matching Shares or the Performance Shares (as the case may be) in whole or in part. If a Participant is entitled to a fraction of a share in the Company as part of the LTIP, the number of shares to such Participant will be rounded down to the nearest integer number.

- 1.6 The LTIP is forward-looking in that grants are not based on previous performance of the Company or the Participant and vesting is dependent on satisfaction of certain vesting criteria that are forward-looking.
- 1.7 These General Terms and Conditions governs grants made under the LTIP in 2020. Grants made prior to 2020 are governed by the general terms and conditions applicable at the time of such grants.

2 Matching Shares

- 2.1 When vested and not lapsed pursuant to these General Terms and Conditions, each Investment Share will, subject to fulfilment of certain conditions as set out in Clause 2.2 [below, entail a right for each Participant to receive against payment \(in a manner and within a period decided by the Board of Directors\) of the par value of each share in the Company one \(1\) existing or new share of the same class as the Investment Shares in the Company per Investment Share \(the “Matching Shares”\), on the terms and conditions outlined herein.](#)
- 2.2 Conditions for receipt of Matching Shares
 - 2.2.1 Each Participant will be entitled to receive Matching Shares as stipulated in the Matching Shares Individual Grant Letter, subject to the satisfaction of each of the following conditions:
 - (a) The Participant maintaining full ownership of his/her Investment Shares from the grant of Matching Shares and for the entire duration of a period of up to one (1) year calculated from 1 January of the calendar year in which Matching Shares are granted as set out in the Matching Shares Individual Grant Letter (the “**Matching Shares Holding Period**”);
 - (b) The Participant remaining employed with the Group Member throughout the Matching Shares Holding Period or the Participant becoming a Good Leaver (as defined below) during the Matching Shares Holding Period in which case only a proportionate portion of Matching Shares shall vest in accordance with Clause [5.1](#) below;; and
 - (c) The Participant having complied in all respects with the General Terms and Conditions.
 - 2.2.2 All rights related to the relevant number of Investment Shares will remain with the Participant during the Matching Shares Holding Period.
 - 2.2.3 Any grant of Matching Shares (or rights to achieve such Matching Shares) must comply with applicable statutory requirements and regulations, and no such grant may be made if



the Board of Directors determines at its sole discretion that such grant constitutes a breach of current statutory requirements or regulations.

2.2.4 In the event and to the extent any of the above conditions are not satisfied, any and all rights to receive Matching Shares shall terminate without further notice and without any rights of compensation (unless the Board of Directors resolves otherwise in its sole discretion).

2.2.5 The Participant shall no later than ten (10) business days after the expiry of the Matching Shares Holding Period provide such documentation that the Company may reasonably require to document the Participant's compliance with this Clause 2.2. Further, the Participant shall as soon as reasonably possible upon subsequent request of the Company provide such documentation.

If the Participant at any time during the Matching Shares Holding Period no longer complies with the holding requirements in this Clause 2.2, directly or indirectly, the Participant shall promptly and in any event no later than five (5) business days after the occurrence of the event giving rise thereto, notify the Company in writing.

3 Performance Shares

3.1 When vested and not lapsed pursuant to these General Terms and Conditions, each Investment Share will, subject to fulfilment of certain conditions as set out in Clause 3.2 below, entail a right for the Participant to receive against payment (in a manner and within a period decided by the Board of Directors) of the par value of each share in the Company a number of performance shares (the "**Performance Shares**"), on the terms and conditions outlined herein.

3.2 Conditions for receipt of Performance Shares

3.2.1 The Participant will be entitled to receive Performance Shares as stipulated in the Performance Shares Individual Grant Letter, subject to the satisfaction of each of the following conditions:

- (a) The Participant maintaining full ownership of the Investment Shares from the grant of the Performance Shares and for the entire duration of a period of up to four (4) years calculated from 1 January of the calendar year in which Performance Shares are granted as set out in the Performance Shares Individual Grant Letter (the "**Performance Shares Holding Period**");
 - (b) The Participant remaining employed with the Group Member throughout the Performance Shares Holding Period or the Participant becoming a Good Leaver (as defined below) during the Performance Shares Holding Period in which case only a proportionate portion of Performance Shares shall vest in accordance with Clause 5.1 below;
 - (c) Increase of the quoted price of the Company's shares on Nasdaq Copenhagen of no less than 20% at the expiry of the Performance Shares Holding Period compared to the quoted price of the Company's shares on Nasdaq Copenhagen at 1 January of the calendar year in which the Performance Shares are granted (calculated as the volume
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weighted average share price of the Company's shares as quoted on Nasdaq Copenhagen during the 10 trading days preceding the date of expiry of the Performance Shares Holding Period and 1 January of the calendar year in which the Performance Shares are granted, respectively). Maximum allocation of Performance Shares will be triggered by an increase of 80% in the quoted price of the Company's shares on Nasdaq Copenhagen at the expiry of the Performance Shares Holding Period. The allocation of Performance Shares is linearly scaled and the calculations will be set out in each Performance Shares Individual Grant Letter.

(d) The Participant having complied in all respects with the General Terms and Conditions.

- 3.2.2 All rights related to the relevant number of Investment Shares will remain with the Participant during the Performance Shares Holding Period.
- 3.2.3 Any grant of Performance Shares (or rights to receive such Performance Shares) must comply with applicable statutory requirements and regulations, and no such grant may be made if the Board of Directors determines at its sole discretion that such grant constitutes a breach of current statutory requirements or regulations.
- 3.2.4 In the event and to the extent any of the above conditions are not satisfied, any and all rights to receive Performance Shares shall terminate without further notice and without any rights of compensation (unless the Board of Directors resolves otherwise in its sole discretion).
- 3.2.5 The Participant shall no later than ten (10) business days after the expiry of the Performance Shares Holding Period provide such documentation that the Company may reasonably require to document the Participant's compliance with this Clause [3.2](#). Further, the Participant shall as soon as reasonably possible upon subsequent request of the Company provide such documentation.
- 3.2.6 If the Participant at any time during the Performance Shares Holding Period no longer complies with the holding requirements in this Clause [3.2](#), directly or indirectly, the Participant shall promptly and in any event no later than five (5) business days after the occurrence of the event giving rise thereto, notify the Company in writing.

4 Ownership of Investment Shares

- 4.1 The Investment Shares may be held or subscribed by legal entities in which the Participant holds 100% of the shares and voting rights (on a fully-diluted basis). For the avoidance of doubt, Matching Shares and/or Performance Shares will be granted to the Participant personally regardless of whether the relevant Investment Shares are held by the Participant directly or indirectly through a wholly-owned legal entity.

5 Continued Employment or Good Leaver

- 5.1 In case of termination of the Participant's employment with the Group Member due to (i) the Participant's resignation due to the Group Member's material breach of contract; (ii) the Group Member's termination of the Participant without such termination being due to the Participant's breach of obligations towards the Group Member; (iii) the Participant's
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retirement because the Participant has reached the Group Member's retirement age, or because the Participant is entitled to state pension or old-age pension, if any, from the Group Member; or (iv) the Participant being deceased (the Participant will in each situation mentioned under (i)-(iv) be considered a "Good Leaver"), the Participant (or the Participant's estate) will remain entitled to receive Matching Shares and/or Performance Shares upon expiry of the Matching Shares Holding Period and/or the Performance Shares Holding Period (as applicable) subject to and in accordance with the Individual Grant Letters and the General Terms and Conditions. However, the right to receive Matching Shares and/or Performance Shares will be prorated and calculated only for the period from commencement of the Matching Shares Holding Period and/or Performance Shares Holding Period (as applicable) and until the date of notice of termination (*in Danish: opsigelsestidspunktet*).

- 5.2 In the event that the Participant does not effectively retire from the labour market upon resignation from the Group Member, as provided under Clause [5.1](#) above, but takes employment with a different employer or works as a self-employed after his/her retirement from the Group Member, the Company may require redelivery to the Company of all Matching Shares and/or Performance Shares granted to the Participant.
- 5.3 In the event of termination of employment for any other reason than stated in Clause [5.1](#), including due to the Participant's own resignation or material breach of obligations towards the Group Member then any unvested rights to receive Matching Shares and/or Performance Shares will lapse without further notice and without any rights of compensation as of the date of notice of termination (*in Danish: opsigelsestidspunktet*), unless otherwise decided by the Board of Directors.
- 5.4 Further, any unvested rights to receive Matching Shares and/or Performance Shares will lapse without further notice and without any rights of compensation if, during the Participant's employment with the Group Member, or after the termination of the Participant's employment while the Participants own rights to receive Matching Shares and/or Performance Shares, the Participant (i) violates a non-competition and/or non-solicitation clause in the Participant's employment contract or service agreement or otherwise breaches the duty of loyalty towards the Group Member, (ii) discloses or otherwise misuses any confidential information, whether written or oral, including, without limitation, financial information, trade secrets and other proprietary business information regarding the Group Member, (iii) violates the Group Member's compliance policies or (iv) violates the Group Member's accounting rules including the financial reporting rules.

6 Receipt of Matching Shares and Performance Shares

- 6.1 Subject to satisfaction of the conditions set out in Clauses [2.2](#) and [3.2](#) (as applicable) during and upon expiration of the Matching Shares Holding Period and/or the Performance Shares Holding Period (as applicable), the Participant will be entitled to receive a number of Matching Shares and/or Performance Shares (as applicable) per Investment Share in accordance with and to the extent set out in these General Terms and Conditions.
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6.2 In order to receive Matching Shares and/or Performance Shares, the Participant shall comply with the instructions provided by the Company. If the Participant does not timely comply with instructions provided by the Company, the Company will be entitled to consider the right to receive Matching Shares and/or Performance Shares as having lapsed without further notice and without compensation. Neither the Company nor any Group Member or their representatives can be held liable for any failure to deliver Matching Shares and/or Performance Shares to the Participant due to the Participant not complying with the instructions provided.

6.3 Delivery of Matching Shares and/or Performance Shares by the Company to the Participant will be effected on or after the date following the expiration of the Matching Shares Holding Period (in the case of Matching Shares) or the expiration of the Performance Shares Holding Period (in the case of Performance Shares) but not later than 60 days after expiration of the Matching Shares Holding Period (in the case of Matching Shares) or 60 days after the expiration of the Performance Shares Holding Period (in the case of Performance Shares), in any case, in a manner as decided by the Company at its sole discretion. If the Participant has not paid the applicable subscription price, or has not complied with the General Terms and Conditions and the applicable Individual Grant Letter, in any case, as of such 60th day, then the Participant's right to receive Matching Shares and Performance Shares (as applicable) shall be forfeited with no compensation or other payment due to the Participant or any other person or entity.

6.4 The Participant will not be deemed to be the owner or holder of ownership rights or any other rights in respect of the Matching Shares and/or Performance Shares in the Company until (i) the right to receive Matching Shares and/or Performance Shares is vested and the instructions to receive the Matching Shares and/or Performance Shares have been complied with, and (ii) the Participant's ownership of the Matching Shares and/or Performance Shares has been registered in the Company's shareholders' register.

7 Cash settlement

7.1 Notwithstanding Clause 6, [the Board of Directors may choose to make cash settlement instead of granting Matching Shares and/or Performance Shares upon expiry of the Matching Shares Holding Period and/or the Performance Shares Holding Period \(as applicable\). In such event, the Company or the Group Member, as applicable, shall pay a cash settlement amount based on the volume weighted average share price as quoted on Nasdaq Copenhagen during the 10 trading days preceding the date of expiry of the Matching Shares Holding Period and/or the Performance Shares Holding Period \(as applicable\). The Company and/or the Group Member, as applicable, is entitled to deduct any tax withholding amounts in the cash settlement amount. Cash settlement shall be made at the same time as Matching Shares and Performance Shares \(as applicable\) would have been delivered, as described in Section 6.3.](#)

8 Claw back

8.1 If the Company and/or the Group Member can demonstrate that the basis for granting rights to receive Matching Shares and/or Performance Shares or that the conditions for vesting of any Matching Share and/or Performance Share are incorrect, the Company and/or the Group Member, as applicable, is entitled – in special circumstances determined by the Board of Directors (a) to consider the right to receive Matching Shares



and/or Performance Shares as lapsed without further notice or compensation, (b) to recalculate and/or adjust accordingly the number of Matching Shares and/or Performance Shares to be granted and/or (c) to require redelivery back to the Company of any Matching Shares and/or Performance Shares delivered to the Participant.

9 Adjustments in case of changes to the Company's capital structure

9.1 In order to ensure that the value of the rights under the Matching Shares and/or Performance Shares is duly protected in the event of changes in the Company's capital structure, the Board of Directors may at its sole discretion adopt changes to the rights to receive Matching Shares and/or Performance Shares, *inter alia*, in case of the following:

- (a) after changes have been made to the nominal value of the shares of the Company;
- (b) after the Company's share capital has been increased at a price lower than market price other than capital increases at a price lower than market price offered to board members, executives or other employees of the Company in connection with the LTIP or any existing or subsequent incentive plans, including general employee share purchase plans;
- (c) after the Company's share capital has been increased with pre-emption rights for the Company's existing shareholders allowing them to purchase shares at a price lower than market price;
- (d) after the Company has issued or granted convertible bonds or other convertible loans, stock options (except for RSUs, Matching Shares, Performance Shares or stock options covered by the LTIP or any existing or subsequent incentive plans, including general employee share purchase plans), and such issue or grant has been made with pre-emption rights for the existing shareholders at a lower price than market price;
- (e) after the Company's share capital has been reduced for any other purpose than to cover losses; or
- (f) after distribution of extraordinary dividends during a financial year.

For the avoidance of doubt, the Company's issuance of bonus shares does not entitle the Board of Directors to adopt changes to the rights to receive Matching Shares and/or Performance Shares.

Any such adoption of changes to the number of Matching Shares and/or Performance Shares in the Individual Grant Letters will seek to achieve that the Participant receives a reasonable compensation for the reduction of the value of the Matching Shares and/or Performance Shares caused by the situation in question. Such compensation will ultimately be determined with binding effect by an auditor appointed by the Company. Any adjustment made from time to time pursuant to these General Terms and Conditions will be notified to the Participant in writing.

If events affecting the share capital in the Company occur which are comparable in nature to the events outlined in (a)-(f) above, and with similar effect, the Board of Directors may



at its sole discretion decide to treat the event as if comprised by (a)-(f) and adjust the Individual Grant Letters accordingly.

9.2 In the circumstances or events referred to in Clause 9.1, the Board of Directors may also adjust the amount of Investment Shares to be held by the Participant, so as to ensure that the effect of the obligations to retain Investment Shares remain effectively unchanged as a result of the relevant circumstance or event.

10 Merger, demerger and divestment

10.1 In the event (a) the Company participates in a merger or demerger; or (b) the Company divests a part of its business; (each of (a)-(b) referred to as a “**Succession Event**”), the Board of Directors may at its sole discretion decide (i) that vesting of the Matching Shares and/or Performance Shares shall accelerate in whole or in part and that any such Matching Shares and/or Performance Shares whose vesting was accelerated shall consequently be granted prior to or after the relevant Succession Event (but in no event more than 60 days after vesting), subject to the conditions for vesting being satisfied at such time, and/or (ii) to continue or amend the LTIP and any grant thereunder or establish a share-based scheme in one or more of the continuing/receiving entities to represent or replace some or all of the rights under the LTIP, provided that the financial value to the Participants under any such new share scheme, any continuing program and any proceeds received in respect of existing rights under the LTIP shall to the extent possible correspond to the value of the Participants’ rights under the LTIP (disregarding any tax levied).

10.2 If, in a Succession Event, the valuation of the Company is at least 80% higher than the valuation of the Company based on the quoted price of the Company’s shares on Nasdaq Copenhagen at the date of grant of the Matching Shares and/or Performance Shares (calculated as the volume weighted average share price as quoted on Nasdaq Copenhagen during the 10 trading days preceding the date of grant) and such increase in valuation is distributed to the shareholders of the Company in connection with a Succession Event, it is the intention (but not an obligation) of the Board of Directors to accelerate vesting of the Matching Shares and Performance Shares in whole or in part (as applicable based on the relevant Succession Event). Any such accelerated Matching Shares and Performance Shares shall be settled within 60 days after vesting.

11 Takeover offer or delisting

11.1 If

- (a) a mandatory takeover bid concerning the Company’s shares is to be made according to the rules of the Capital Markets Act (as amended, supplemented or replaced from time to time), or
 - (b) a voluntary takeover bid is made concerning the Company’s shares, in which connection there is a change in the controlling interest (as defined in section 44 of the Capital Markets Act (as amended, supplemented or replaced from time to time)) to a third party independent of the Company,
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the Board of Directors may at its sole discretion decide that vesting of the Matching Shares and/or Performance Shares shall accelerate at a time determined by the Board of Directors, subject to the conditions for vesting being satisfied at such time. Any such accelerated Matching Shares and Performance Shares shall be settled within 60 days after vesting.

11.2 In the event the Company is delisted, the Board of Directors may at its sole discretion decide that vesting of the Matching Shares and/or Performance Shares shall accelerate at a time determined by the Board of Directors, subject to the conditions for vesting being satisfied at such time. Any such accelerated Matching Shares and Performance Shares shall be settled within 60 days after vesting.

11.3 If, in the case of a takeover offer as described in 11.1.1(A) or [11.1.1\(B\)](#), all shareholders in the Company are offered a price per share in the Company that is at least 80% higher than the quoted price of the Company's shares on Nasdaq Copenhagen at the date of grant of the Matching Shares and/or Performance Shares (calculated as the volume weighted average share price as quoted on Nasdaq Copenhagen during the 10 trading days preceding the date of grant), it is the intention (but not an obligation) of the Board of Directors to accelerate vesting of the Matching Shares and Performance Shares in order for the Participants to be able to accept such takeover offer in respect of such Matching Shares and Investment Shares. Any such accelerated Matching Shares and Performance Shares shall be settled within 60 days after vesting.

12 Assignment

12.1 The Investment Shares and the attached right to receive Matching Shares and/or Performance Shares may not be assigned to a third party or pledged, encumbered or placed as collateral with a third party except from transfers to the Company or a third party designated by the Company. Furthermore, any rights to receive Matching Shares and/or Performance Shares that are transferred or sought to be transferred to a third party as a consequence of creditor suit or statutory execution will lapse automatically without further notice.

12.2 Matching Shares and/or Performance Shares received upon fulfilment of the conditions set out in these General Terms and Conditions and the Individual Grant Letters shall not be subject to any restrictions on transferability and may be sold by the Participant in accordance with the Company's internal rules on insider trading and applicable law.

13 Tax consequences

13.1 Any tax matter or liability affecting the Participant, including, but not limited to, tax liability in case of: (i) expatriation; (ii) repatriation; (iii) acquisitions of Investment Shares; (iv) grant of rights to receive Matching Shares and/or Performance Shares; (v) vesting of rights to receive Matching Shares and/or Performance Shares; (vi) the delivery of Matching Shares and/or Performance Shares and (vii) any claw back pursuant to Clause 8, [is of no concern to the Company or any Group Member and the Company and/or Group member, as applicable, cannot without its expressed written consent be liable for any tax or tax reporting in connection thereto.](#)



13.2 The Participant agrees to make appropriate arrangements with the Group Members, as applicable, for the satisfaction of all state, local and foreign income and employment tax withholding requirements applicable to the granting of the Matching Shares and/or Performance Shares.

13.3 The Participant agrees that, if deemed necessary by a Group Member, the Group Member may withhold an appropriate proportion of the Matching Shares and/or Performance Shares resulting from the vesting of Investment Shares to ensure that any tax liability and relevant selling costs in connection with the grant of Matching Shares and/or Performance Shares are met.

13.4 The Participant agrees that a Group Member may satisfy all federal, state, local and foreign income and employment tax withholding and/or information disclosure requirements in connection with vesting and granting of the Matching Shares and/or Performance Shares.

14 Amendment of the General Terms and Conditions etc.

14.1 The Board of Directors is entitled to amend these General Terms and Conditions at the Board of Directors' sole discretion, including but not limited to, changes in order to comply with local legislation and adjusting the method for granting Matching Shares and/or Performance Shares. Notwithstanding the foregoing, any amendment to these General Terms and Conditions (including any scheme that replaces these General Terms and Conditions under Section 10.1(ii)) shall not extend the 60 day-period following the end of any Matching Shares Holding Period or the Performance Shares Holding Period for delivering Matching Shares or Performance Shares (as applicable) to any Participant that is a United States taxpayer.

14.2 The Board of Directors may at its sole discretion and by giving written notice to a Participant amend the number of Matching Shares and/or Performance Shares and/or other terms of an individual grant under the LTIP, including acceleration of vesting, in case of extraordinary, material or unforeseen events or circumstances.

15 Choice of law and venue

15.1 The Individual Grant Letters and these General Terms and Conditions are governed by Danish law, however, the Danish Share Option Act shall only apply to Participants who are otherwise and generally subject to mandatory Danish law applicable to salaried employees.

15.2 Any dispute shall be finally and exclusively settled by the Danish courts.

16 Personal data

16.1 As part of the LTIP, the Company will process personal data concerning the Participant for the purposes of the establishment and administration of the LTIP. The processing of personal data is required for the Company to fulfil its obligations in relation to the LTIP. The personal data will include name and other identification data of the Participant, information regarding employment relationship which is relevant for administration of the LTIP and information on number of Matching Shares and Performance Shares each Participant is eligible to receive. The data may be transferred to public authorities, if



required by law or regulations. Personal data will be stored by the Company for a period of 5 years following the point in time when the Participant is no longer covered by the LTIP. The Participant has the right to request access to and rectification of the data relating to the Participant. Provision by the Participants of the above personal data is a prerequisite for participating in the LTIP. Questions regarding the processing of personal data in relation to the LTIP may be addressed to Chief Financial Officer Anders Vadsholt afv@orphazyme.com and Participants may also lodge complaints with the Danish Data Protection Agency.

17 Miscellaneous

- 17.1 By signing the Individual Grant Letters, the Participant confirms having received and read these General Terms and Conditions. At the same time the Participant confirms, if relevant, having received and read the statement construed in accordance with section 3 of the Danish Share Option Act.
- 17.2 The Participant is not ensured any economic benefit when participating in the LTIP.
- 17.3 Where local legislation prevents the enforcement of one or more Clauses, such particular Clause will be void while the remaining provisions of these General Terms and Conditions shall remain valid to the extent possible.
- 17.4 Unless otherwise stated in in these General Terms and Conditions and the Company's internal guidelines, any costs incurred in connection with the grant and/or vesting of Matching Shares and/or Performance Shares shall be paid by the Company.
- 17.5 In the event the Participant's employment is terminated prior to vesting of Matching Shares and/or Performance Shares, the value of the Matching Shares and/or Performance Shares shall not be included in the calculation of any compensation, including, but not limited to, severance pay and holiday pay, to which the Participant is entitled in connection with termination of the employment.
- 17.6 The LTIP, these General Terms and Conditions, all Individual Grant Letters, the Matching Shares and the Performance Shares are, with respect to each Participant who is a United States taxpayer, intended to be exempt from Section 409A of the United States Internal Revenue Code of 1986, as amended ("**Section 409A**"), and shall be interpreted in a manner consistent therewith. In all events, Matching Shares and Performance Shares granted to a Participant who is a United States taxpayer shall be settled within 60 days after vesting. To the extent that any United States taxpayer is required to pay a subscription price to acquire Matching Shares or Performance Shares, such Participant shall be required to pay the applicable subscription price during the 30-day period commencing on the date following the end of the Matching Shares Holding Period or Performance Shares Holding Period (as applicable). Notwithstanding any contrary provision of these General Terms and Conditions, if the vesting of any Matching Shares or Performance Shares held by a United States taxpayer is accelerated, any applicable subscription price required to be paid by such Participant shall be paid only during a period immediately following such acceleration, with such period to be specified by the Company in its sole discretion but not to exceed 10 days after the date of the event causing such acceleration. If the subscription price is not paid in the required time period, such
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Matching Shares or Performance Shares (as applicable) will be forfeited for no compensation or other payment due to the Participant or any other person or entity. If the Participant has not paid the applicable subscription price, or has not complied with the General Terms and Conditions and the applicable Individual Grant Letter, in any case, as of the settlement date of the Matching Shares or Performance Shares (as applicable), then the Participant's right to receive Matching Shares and Performance Shares (as applicable) shall be forfeited with no compensation or other payment due to the Participant or any other person or entity. Notwithstanding the foregoing or anything to the contrary contained in the LTIP, in these General Terms and Conditions or in any Individual Grant Letter, neither the Company nor any Group Member shall have any liability or obligation to any Participant or to any other person or entity for any taxes, interest, penalties or fines resulting from the failure of the LTIP, these General Terms and Conditions, any Individual Grant Letter or any award of Matching Shares or Performance Shares to be exempt from or compliant with Section 409A.

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These General Terms and Conditions have been adopted by the Board of Directors on 9 June 2020

Orphazyme A/S – Share-based incentive program for the Board of Directors

General Terms and Conditions

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These General Terms and Conditions apply to grants of restricted share units (“**Restricted Share Units**” or “**RSUs**”) awarded to members of the Board of Directors of Orphazyme A/S (the “**Company**”) (such members of the Board of Directors referred to as “**Participants**” and each a “**Participant**”).

1 Introduction

- 1.1 The incentive program for the Board of Directors (the “**Board Incentive Program**”) has been established by the Board of Directors. The Board Incentive Program has been adopted in accordance with the Remuneration Policy adopted by the Company’s extraordinary general meeting on 21 September 2020.
- 1.2 Participation in the Board Incentive Program and each individual grant thereunder is resolved by the Board of Directors and approved by the Company’s general meeting in connection with approval of the remuneration of the Board of Directors.
- 1.3 The purpose of the Board Incentive Program is to attract and retain qualified members of the Board of Directors as share-based incentives are commonly used among competing international biotech and pharmaceutical companies. Further, the Board Incentive Program reflects the objective of a motivated and lasting value creation for the shareholders.
- 1.4 The Board Incentive Program will be made up of the following documents:
 - (a) These General Terms and Conditions; and
 - (b) Individual Grant Letters (as defined below).

In case of any discrepancy between the above documents, these General Terms and Conditions shall prevail, subject to applicable mandatory law.

2 Grant of Restricted Share Units

- 2.1 Participants may annually be granted a number of RSUs (a “**Grant**”) with a value corresponding to up to 50% of the participant’s fixed annual base fee as member of the Board of Directors, such base fee to include additional base fee to the Chairman and Deputy Chairman, respectively, but excluding any additional fees for committee membership. New board members are, however, eligible to receive one on-boarding grant in connection with their election to the Board of Directors with a value corresponding up to 100% of their fixed annual base fee, such base fee to include additional base fees to the Chairman and Deputy Chairman but excluding any additional fees for committee membership. The number of RSUs granted shall be determined by calculating the value of the RSUs and by applying a reference share price calculated on the basis of the volume weighted average share price of the Company’s shares as quoted on Nasdaq Copenhagen during the ten (10) trading days preceding 1 January in the year of Grant.
 - 2.2 Each Grant will be effected pursuant to an individual grant letter (the “**Individual Grant Letter**”) setting out the number of RSUs granted and the conditions for vesting of the RSUs.
 - 2.3 This Grant will be effectuated as soon as possible after the Company’s extraordinary general meeting held on 21 September 2020 (the “**Grant Date**”). Each Grant is communicated to each of the Participants as soon as possible following the Grant Date.
 - 2.4 When vested and not lapsed pursuant to the General Terms and Conditions, each RSU entitles the Participant to be allocated one (1) share in the Company against payment of the Exercise Price (as defined below).
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3 Vesting of Restricted Share Units

- 3.1 RSUs granted under the Board Incentive Program will have a vesting period from the Grant Date and until approval of the annual report at the annual general meeting in the following year (the “**Vesting Period**”).
- 3.2 Vesting of the RSUs are not conditional on any financial performance criteria, however vesting will be conditional upon (i) the Participant’s continued membership of the Board of Directors during the entire Vesting Period, and (ii) the initiation or completion of an offering and listing of American Depositary Shares in the United States having taken place before the end of the Vesting Period.

4 Exercise of Restricted Share Units

- 4.1 Upon vesting in accordance with clause 3, RSUs may be exercised within a period of twelve (12) months from vesting (the “**Exercise Period**”).
- 4.2 A Participant may be allocated a number of shares equivalent to the number of RSUs vested at a price per RSU equal to the par value of the Company’s shares (the “**Exercise Price**”). The allocation of shares upon vesting of the RSUs may be made, in the Company’s discretion, through (a) new shares of the Company, in which case the Participant will be offered to subscribe for such amount of new shares equal to the number of RSUs vested at a subscription price per RSU equal to Exercise Price, or (b) existing shares of the Company held by the Company in treasury, in which case the Participant will be offered to purchase such amount of treasury shares equal to the number of RSUs vested at a purchase price per RSU equal to the Exercise Price.
- 4.3 The Participant will not be deemed to be the owner or holder of ownership rights or any other rights in respect of the RSUs until (i) the RSUs have been exercised, and (ii) the Participant’s ownership of the shares acquired or subscribed for has been registered in the Company’s shareholders’ register.
- 4.4 When exercising vested RSUs, the Participant shall observe the Company’s internal rules for trading in the Company’s shares as well as applicable laws.
- 4.5 RSUs that have not been exercised during the Exercise Period will automatically lapse without compensation when the Exercise Period has ended.
- 4.6 Exercise and allocation of the RSUs upon vesting are contingent on the Participant not exercising the unvested RSUs granted in March 2020 and approved at the Annual General Meeting on 26 March 2020.

5 Lapse of Restricted Share Units

- 5.1 In the event of a Participant’s resignation from the Board of Directors during a term which for the avoidance of doubt shall not comprise a decision not to be re-elected, any unvested RSUs will lapse without further notice and without any rights of compensation, unless otherwise decided by the Board of Directors.
- 5.2 Further, any unvested RSUs will lapse without further notice and without any rights of compensation if, during the Participant’s membership of the Board of Directors, the Participant (i) discloses or otherwise misuses any confidential information, whether written or oral, including, without limitation, financial information, trade secrets and other proprietary business information regarding the Company, (ii) violates the Company’s compliance policies or (iii) violates the Company’s accounting rules including the financial reporting rules.
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6 Cash settlement

6.1 Notwithstanding Clause 4, the Board of Directors may choose to cash settle any RSUs which have vested under the Board Incentive Program. In such event, the Company shall pay a cash settlement amount based on the difference between the Exercise Price and the volume weighted average share price of the Company's shares as quoted on Nasdaq Copenhagen during the ten (10) trading days preceding the first day of the Exercise Period. The Company is entitled to deduct any tax withholding amounts in the cash settlement amount.

7 Claw back

7.1 If the Company can demonstrate that the basis for granting RSUs are incorrect, the Company is entitled – in special circumstances determined by the Board of Directors - (a) to consider the RSUs as lapsed without further notice or compensation, (b) to recalculate and/or adjust accordingly the number of RSUs and/or (c) to require redelivery back to the Company of any shares acquired on the basis of vested RSUs.

8 Adjustments in case of changes to the Company's capital structure

8.1 In order to ensure that the value of the RSUs is duly protected in the event of changes in the Company's capital structure, the Board of Directors may at its sole discretion adopt changes to the number of granted RSUs, *inter alia*, in case of the following:

- (a) after changes have been made to the nominal value of the shares of the Company;
- (b) after the Company's share capital has been increased at a price lower than market price other than capital increases at a price lower than market price offered to board members, executives or other employees of the Company in connection with the Board Incentive Program, the long term incentive program for executive management or any existing or subsequent incentive plans, including general employee share purchase plans;
- (c) after the Company's share capital has been increased with pre-emption rights for the Company's existing shareholders allowing them to purchase shares at a price lower than market price;
- (d) after the Company has issued or granted convertible bonds or other convertible loans, stock options (except for RSUs, Matching Shares, Performance Shares or stock options covered by the Board Incentive Program, the long term incentive program for the executive management or any existing or subsequent incentive plans, including general employee share purchase plans), and such issue or grant has been made with pre-emption rights for the existing shareholders at a lower price than market price;
- (e) after the Company's share capital has been reduced for any other purpose than to cover losses; or
- (f) after distribution of extraordinary dividends during a financial year.

Any such adoption of changes to the number of RSUs in the Individual Grant Letters will seek to achieve that the Participant receives a reasonable compensation for the reduction of the value of the RSUs caused by the situation in question. Such compensation will ultimately be determined with binding effect by an auditor appointed by the Company. Any adjustment made from time to time pursuant to these General Terms and Conditions will be notified to the Participant in writing.

If events affecting the share capital in the Company occur which are comparable in nature to the events outlined in (a)-(f) above, and with similar effect, the Board of Directors may at its sole discretion decide to treat the event as if comprised by (a)-(f) and adjust the Individual Grant Letters accordingly.

9 Merger, demerger and divestment

- 9.1 In the event (a) the Company participates in a merger or demerger; or (b) the Company divests a part of its business; (each of (a)-(b) referred to as a “**Succession Event**”), the Board of Directors may at its sole discretion decide (i) that vesting of the RSUs shall accelerate in whole or in part and that any such RSUs shall consequently vest prior to or after the relevant Succession Event, and/or (ii) to continue or amend the Board Incentive Program and any grant thereunder or establish a share-based scheme in one or more of the continuing/receiving entities to represent or replace some or all of the rights under the Board Incentive Program, provided that the financial value to the Participants under any such new share scheme, any continuing program and any proceeds received in respect of existing rights under the Board Incentive Program shall to the extent possible correspond to the value of the Participants’ rights under the Board Incentive Program (disregarding any tax levied).
- 9.2 If, in a Succession Event, the valuation of the Company is at least 80% higher than the valuation of the Company based on the Exercise Price and such increase in valuation is distributed to the shareholders of the Company in connection with a Succession Event, it is the intention (but not an obligation) of the Board of Directors to accelerate vesting of the RSUs in whole or in part (as applicable based on the relevant Succession Event).

10 Takeover offer or delisting

10.1 If

- (a) a mandatory takeover bid concerning the Company’s shares is to be made according to the rules of the Capital Markets Act (as amended, supplemented or replaced from time to time), or
- (b) a voluntary takeover bid is made concerning the Company’s shares, in which connection there is a change in the controlling interest (as defined in section 44 of the Capital Markets Act (as amended, supplemented or replaced from time to time)) to a third party independent of the Company,

the Board of Directors may at its sole discretion decide that vesting of the RSUs shall accelerate at a time determined by the Board of Directors.

- 10.2 In the event the Company is delisted, the Board of Directors may at its sole discretion decide that vesting of RSUs shall accelerate at a time determined by the Board of Directors.
- 10.3 If, in the case of a takeover offer as described in 10.1(a) or 10.1(b), all shareholders in the Company are offered a price per share in the Company that is at least 80% higher than the Exercise Price, it is the intention (but not an obligation) of the Board of Directors to accelerate vesting of RSUs in order for the Participants to be able to accept such takeover offer in respect of shares acquired or subscribed through exercise of RSUs.

11 Assignment

- 11.1 RSUs may not be assigned to a third party or pledged, encumbered or placed as collateral with a third party except from transfers to the Company or a third party designated by the Company. Furthermore, any rights to receive RSUs that are transferred or sought to be transferred to a third party as a consequence of creditor suit or statutory execution will lapse automatically without further notice.
- 11.2 Shares acquired through exercise of RSUs shall not be subject to any restrictions on transferability and may be sold by the Participant in accordance with the Company’s internal rules on insider trading and applicable law.
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12 Tax consequences

- 12.1 Any tax matter or liability affecting the Participant, including, but not limited to, tax liability in case of (i) expatriation, (ii) repatriation, (iii) grant of the RSUs, (iv) vesting of the RSUs, (v) exercise of the RSUs and/or (vi) any claw back pursuant to Clause 7 is of no concern to the Company or any subsidiary undertaking of the Company (the Company including its subsidiary undertakings are collective referred to as the “**Group**” and each a “**Group Member**”) and a Group Member cannot without its expressed written consent be liable for any tax or tax reporting in connection thereto.
- 12.2 Notwithstanding Clause 12.1, the Company may provide a tax gross-up for any additional taxation imposed as a result of the non-exercise of the RSUs granted in March 2020 and approved at the annual general meeting on March 26, 2020. Such tax gross-up shall be cash settled and shall constitute such amount necessary to ensure that the tax position of the Participant is not adversely affected by the non-exercise.
- 12.3 The Participant agrees to make appropriate arrangements with the Group Members, as applicable, for the satisfaction of all state, local and foreign income and employment tax withholding requirements applicable to the granting of the RSUs.
- 12.4 The Participant agrees that, if deemed necessary by a Group Member, the Group Member may withhold an appropriate proportion of the RSUs from vesting to ensure that any tax liability and relevant selling costs in connection with exercise are met.
- 12.5 The Participant agrees that a Group Member may satisfy all federal, state, local and foreign income and employment tax withholding and/or information disclosure requirements in connection with vesting and/or exercise of the RSUs.

13 Amendment of the General Terms and Conditions etc.

- 13.1 The Board of Directors is entitled to amend these General Terms and Conditions at the Board of Directors’ sole discretion, including but not limited to, changes in order to comply with local legislation and adjusting the method for granting RSUs. Amendments must be in compliance with the Company’s remuneration policy in force at the time of amendment.
- 13.2 The Board of Directors may at its sole discretion and by giving written notice to a Participant amend the number of RSUs or other terms of an individual grant under the Board Incentive Program, in case of extraordinary, material or unforeseen events or circumstances.

14 Choice of law and venue

- 14.1 The Individual Grant Letters and these General Terms and Conditions are governed by Danish law.
- 14.2 Any dispute shall be finally and exclusively settled by the Danish courts.
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15 Personal data

- 15.1 As part of the Board Incentive Program, the Company will process personal data concerning the Participant for the purposes of the establishment and administration of the Board Incentive Program. The processing of personal data is required for the Company to fulfil its obligations in relation to the Board Incentive Program. The personal data will include name and other identification data of the Participant, information regarding board membership which is relevant for administration of the Board Incentive Program and information on number of RSUs each Participant is eligible to receive. The data may be transferred to public authorities, if required by law or regulations. Personal data will be stored by the Company for a period of 5 years following the point in time when the Participant is no longer covered by the Board Incentive Program. The Participant has the right to request access to and rectification of the data relating to the Participant. Provision by the Participants of the above personal data is a prerequisite for participating in the Board Incentive Program. Questions regarding the processing of personal data in relation to the Board Incentive Program may be addressed to Chief Financial Officer Anders Vadsholt afv@orphazyme.com and Participants may also lodge complaints with the Danish Data Protection Agency.

16 Miscellaneous

- 16.1 By signing the Individual Grant Letters, the Participant confirms having received and read these General Terms and Conditions.
- 16.2 The Participant is not ensured any economic benefit when participating in the Board Incentive Program.
- 16.3 Where local legislation prevents the enforcement of one or more Clauses, such particular Clause will be void while the remaining provisions of these General Terms and Conditions shall remain valid to the extent possible.
- 16.4 Unless otherwise stated in in these General Terms and Conditions and the Company's internal guidelines, any costs incurred in connection with the grant, vesting and/or exercise of RSUs shall be paid by the Company.

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These General Terms and Conditions have been adopted by the Board of Directors on 21 September 2020.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the Orphazyme A/S – Long-Term Incentive Program (the “LTIP”) and Orphazyme A/S – Share-based Incentive Program for the Board of Directors (the “Board Incentive Program”) of Orphazyme A/S of our report dated June 30, 2020, except for Notes 3.1 and 3.7, as to which the date is August 5, 2020, with respect to the consolidated financial statements of Orphazyme A/S included in its Registration Statement, as amended (Form F-1 No. 333-248607) for the years ended December 31, 2019 and 2018, filed with the Securities and Exchange Commission.
shares.

/s/ EY Godkendt Revisionspartnerselskab (formerly Ernst & Young P/S)

Copenhagen, Denmark

October 09, 2020