



General Engagement Terms

Below are the general engagement terms of FØYEN Advokatfirma DA (FØYEN) that apply to the work FØYEN performs on your behalf. The general engagement terms and engagement confirmation jointly make up the agreed terms for performance of our services.

1 FØYEN'S ROLE

1.1 The services: FØYEN will perform the services that are a natural part of the engagement we have undertaken for you. The nature or scope of the services that must be performed may change as the case unfolds. If the changes are significant, we will discuss them with you, in order to agree on any necessary changes to the nature/scope of the services and the engagement confirmation.

1.2 Contact lawyer: FØYEN will designate a contact lawyer at the firm who will be responsible for the services we perform for you.

1.3 Conflicts: FØYEN has already investigated whether there are conflicts of interest that would entail that we must not undertake engagements for you. You must inform us if you are aware of such conflicts of interest or if such should arise. We wish to point out that we may find ourselves in a situation where there is a conflict between your interests and the interests of another client of FØYEN. We will contact you if a conflict of interest should arise in connection with our work.

1.4 Response time: FØYEN aims to respond to your queries quickly, while also offering high-quality counselling. We will always seek to meet the agreed deadlines.

1.5 Information: FØYEN's work often depends on you (or your other advisors or employees, etc.) quickly providing information. To avoid unnecessary work, we expect all information that you provide to be complete and correct, unless you inform us of the opposite.

1.6 Notice of defect: If you are not satisfied with the work performed by FØYEN, please contact the contact lawyer for the engagement immediately. You may also contact FØYEN's general manager.

1.7 Complaints: You may request an assessment of whether the engagement has been performed in accordance with the code of professional conduct for lawyers. You may also complain if you are dissatisfied with the size of the fee. In principle, the quality of the work cannot be assessed by the disciplinary bodies.

As a general rule, the deadline for presenting a complaint is six months. This deadline will begin to run on the date on which you learned of or should have learned of the circumstances that provide the basis for the complaint.

The complaint will be reviewed by the regional disciplinary committee of the Norwegian Bar Association for Oslo, as the first instance. The decision by the disciplinary committee may be appealed to the disciplinary council.

You can find the code of professional conduct for lawyers and further information about the complaints process on the Web site of the Norwegian Bar Association, www.jus.no, under Råd og retts hjelp (Advice and legal aid).

2 FEE

2.1 Billing: Unless otherwise agreed, FØYEN will normally bill you on the basis of current hourly rates.

2.2 Estimate: If the engagement confirmation contains an estimate of FØYEN's fee, we will notify you if we see that the estimate will be considerably exceeded. The estimate provided is only an approximation, and does not entail a ceiling on our fee.

2.3 Outlays: FØYEN's hourly rates / fees do not include outlays and value-added-tax. Examples of outlays are costs for travel, other communication, charges, miscellaneous office expenses (search expenses, copying, telephone calls, postage and shipping), and the use of third-party services (see points 2.9 and 2.10). If the bill does not specify office expenses, a standard expenditure fee will be charged, depending on the size of the bill.

If the outlays are disproportionably high, we will consult you before undertaking such outlays if the situation allows us to do so.

2.4 Advance payments / payments on account: FØYEN reserves the right to demand advance payment or payment on account during performance of the engagement.

2.5 Billing period: FØYEN normally bills every month.

2.6 Payment terms: The amount billed will be due for payment 14 days after the billing date. FØYEN will claim the general interest on arrears on amounts that are overdue for payment. FØYEN reserves the right to conclude its work for you after having sent notice with a reasonable deadline if the amount billed, including interest, has not been paid within four weeks of the due date.

2.7 Complaints regarding bills: Any objection to the amount billed must be presented as soon as possible, and within two days of presentation of the bill. If the objection has not been made within the above-mentioned deadline, the bill will be considered approved, irrespective of whether or not it has been paid.

2.8 Client account: Any balance in your favour with us will be deposited in FØYEN'S client account, pursuant to the rules of the Norwegian Bar Association.

2.9 Foreign law firms, collaborative partners: Cases may require counselling in relation to the legal rules of other countries. FØYEN has extensive contact with firms abroad. We will consult you before we procure advice from our collaborative partners, unless we have reasonable grounds to believe that you expect FØYEN to take the necessary steps to procure such advice without contacting you first. Please note that FØYEN's hourly rates or fee calculations do not apply to assistance from our collaborative partners.

2.10 Other specialist counselling: In certain cases, it may be necessary to seek specialist counselling from firms with special competence in areas in which FØYEN does not have enough expertise. We will consult you before procuring such specialist counselling. Please note that FØYEN's hourly rates or fee calculations do not apply to assistance from our collaborative partners.

3 CONFIDENTIALITY, ETC.

3.1 Personal data: We will record your personal data in connection with the engagement. You must procure the necessary consent from any third-parties whose personal data you communicate to us. We only record and use personal data to the extent necessary to perform the engagement and to manage the customer relationship. Personal data will only be surrendered to others when it is for these purposes. We will do our best to ensure that the personal data recorded is correct and updated. Please notify us if you learn that the information we have received from you is incorrect or incomplete. FØYEN will comply with the current rules for processing of personal data.

3.2 Confidentiality: Lawyers have a statutory duty of confidentiality and secrecy. This also applies to employees and other helpers. All employees of FØYEN have also signed a written confidentiality agreement, and are authorized for access to the information being handled in connection with FØYEN's services. Unless otherwise set out in law, FØYEN will keep your identify and affairs confidential at all times, unless permission is given for presentation, or the relevant circumstances are already known to the public. FØYEN may inform other professional advisors that are involved in the cases on which FØYEN works for you of your identity or affairs. FØYEN requires that the above-mentioned advisors are subject to a duty of confidentiality regarding the information they receive.

3.3 Electronic communication: Electronic communication is desirable. However, it cannot be guaranteed that the electronic transfer is free of viruses or errors. Such information may be interrupted, corrupted, lost, destroyed, received too late or be incomplete, or be otherwise affected negatively or not be safe to use. Both parties agree to use recognized virus protection tools.

FØYEN wishes to inform you that we do not use encryption in our electronic correspondence. Unless otherwise specified in the engagement confirmation, the parties accept the risk, and approve electronic communication for transfer of data.

Making reservations for what is covered by point 5, neither you nor FØYEN will be liable for losses that have arisen in connection with electronic communication of information between us.

4 DOCUMENTS

4.1 Rights to documents: FØYEN holds copyright and other intellectual property rights to all documents you receive from us (either on paper, diskette or e-mail), unless otherwise agreed in writing. You may copy such documents for your own internal use, but may not give the document or a copy of it to others without first procuring FØYEN's written consent.

4.2 The right to use ideas: When dealing with other clients, FØYEN may develop or use ideas, concepts and know-how found in documents written for you (in any form) or which have been developed in other fashion while working with the engagement.

4.3 Use of documents: When FØYEN issues drafts of documents (either on paper, diskette or e-mail), they must not be used until we have approved them.

4.4. Destruction of documents: FØYEN keeps case papers in its archives (except for the papers you request to have returned). FØYEN's view is that we have your permission to destroy the case papers 10 years after FØYEN sent you the final bill for the engagement. The documents you have left with FØYEN for safekeeping in a depository will not be destroyed. FØYEN will bill time spent finding archived papers or documents if this work takes longer than one hour. FØYEN will bill you for the time we spend reading the documents, writing letters or performing other work necessary to comply with your instructions.

5 LIABILITY

5.1 Liability for the outcome of the engagement: Even though we have stated our view of what the outcome of the case may be, this does not mean that we have any legal liability for achieving this result.

5.2 Liability for costs: If a court case is lost, you may risk being ordered to cover the counter-party's costs, expenses for lay judges, court fees, etc. You are liable for this.

If a court ruling ends with you being awarded the costs of the case, but the amount set is lower than the fee we have charged / will charge you, you will be liable towards us for the surplus. The same applies to small claim processes, where our fee claim exceeds the maximum rate in the law (20 % of the dispute amount – NOK 25,000 maximum, excl. VAT) for what can be claimed by the counter-party.

5.3 FØYEN's liability: Only those liable pursuant to FØYEN's registered partnership agreement are liable for obligations, losses, expenses and other costs borne or incurred to you as a result of the services delivered. This liability is clear from the registered partnership agreement. Other employees' liability is limited to that which follows from the rules that cannot be deviated from in an agreement.

5.4 Limitation of liability: FØYEN's liability, including the partners' and employees' liability for obligations, losses, expenses and other costs that arise as a result of the services delivered or omissions, is limited in nature and scope to the amount covered by FØYEN's liability insurance. Upon request, you may view the policy, as long as this is necessary to establish FØYEN's liability.

5.5 Force majeure: FØYEN is not liable for delays or failure to perform FØYEN's obligations when such delays or failure are due to circumstances beyond our control.

6 GENERAL

6.1 Further instructions: FØYEN is willing to undertake other counselling engagements or legal engagements for you in the future. The terms stipulated in these General Engagement Terms, together with our current hourly rates, will apply to such counselling, unless otherwise agreed in writing.

6.2 Current legislation and venue: Norwegian law will apply to the provisions in these General Engagement Terms, and the engagement confirmations that you receive from us. The Oslo District Court will be the legal venue.