



ARNTZEN DE BESCHE ADVOKATFIRMA AS GENERAL TERMS AND CONDITIONS FOR ASSIGNMENTS

1 SERVICES AND ACTIVITY

The law firm of Arntzen de Besche Advokatfirma AS (“the Firm”) offers legal services to business enterprises, organisations, the public sector, and private individuals. The Firm’s services include legal counselling, participation in legal negotiations, legal analysis work and litigation in conformity with Norwegian rules of law.

2 PERFORMANCE OF ASSIGNMENTS

For most assignments the Firm will issue a written confirmation to the Client (“the Client”) with a detailed specification of the assignment agreed (“the Assignment”) and other terms and conditions (“Engagement Letter”). The Engagement Letter and these General Terms and Conditions for Assignments constitute a legally binding agreement between the Client and the Firm, unless otherwise agreed in writing.

The Firm will designate a particular attorney in the Firm as responsible vis-à-vis the Client for the Assignment or parts thereof. The performance of the Assignment may wholly or in part be delegated to other employees of the Firm. Unless otherwise agreed in writing with the Client, the Firm shall determine how the Assignment may most expediently be performed, including which employees, on the basis of their qualifications, experience, capacity and so forth, shall perform work related to the Assignment.

The Firm will perform the Assignment in an efficient manner. The input of resources will at all times depend on the Client’s instructions, the Assignment’s nature and scope, the time available, and the assets and interests related to the case. The Client shall be liable for the work invested in the case by the Firm in accordance with the Client’s wishes and the costs incurred, even if the costs exceed what a court may award the Client in costs. The Firm disclaims liability for the outcome of the individual case.

If it is desirable to engage experts, external attorneys or others who are not employees of the Firm for the purposes of the Assignment, the Client’s consent will be obtained in advance.

The Firm conducts its activity in conformity with the Norwegian laws and regulations at any given time applicable to the performance of legal services in Norway, including the Regulations on Code of Conduct for Lawyers. For those parts of an assignment that are performed within the EEA, the Firm will perform its services in conformity with the CCBE Code of Conduct.

3 STATUTORY IDENTITY CONTROL ETC. – THE MONEY-LAUNDERING ACT

The Firm is subject to the Act No. 11 of 2009 on measures against laundering of proceeds etc. (“the Money-Laundering Act”). Identity control of clients will be undertaken pursuant to the Money-Laundering Act. Information from this identity control will be stored by the Firm for five years after the Assignment has been concluded and the client relationship terminated. The information is subject to the Firm’s statutory duty of non-disclosure, unless otherwise provided for by law.

4 INFORMATION EXCHANGE

The quality of the Firm's counselling and assistance depends on good collaboration with the Client. It is a precondition for the optimal performance of the Assignment that the Client gives the Firm necessary information about the case and copies of all documents that the Client has available and that the Client must understand may be of significance for the Assignment.

Facsimile and electronic mail will be used as means of communication. The Firm employs unencrypted fax, and both encrypted and unencrypted e-mail. Clients who have keys or certificates for encryptions and who want communication to be via encrypted transmissions must notify the attorney responsible for their case in writing. The Client will otherwise be deemed to have accepted the use of unencrypted electronic transmissions.

5 NON-DISCLOSURE, INSIDER INFORMATION, PRIVACY AND DOCUMENT STORAGE ETC.

The Firm, the attorneys and the other employees of the Firm are subject to a duty of discretion under the provisions in Code of Conduct for Lawyers, statutory confidentiality obligations and the Personal Data Protection Act. Also applicable are particular statutory rules on information-handling within the Firm, certain prohibitions on forwarding of inside information related to listed undertakings etc. and certain restrictions on trading in certain listed securities.

The lawyers work in office divisions that are secured against unauthorised entry. Client-related electronic mail and encrypted electronic documents are stored in the Firm's computer system. These are protected against viruses and configured with electronic firewalls delivered by reputable suppliers.

File documents received on the occasion of assignments will be stored for five years from the close of the assignment, unless otherwise agreed in writing or laid down by law. After this date, such file documents may be shredded without further warning. Incoming correspondence with appurtenant documents from Client and others are deemed to be the Firm's property, unless otherwise agreed in writing.

6 FEES, COSTS, INVOICING AND ADVANCES

Fees are fixed and billed concurrently on the basis of time spent multiplied by the hourly rate agreed in the Engagement Letter ("running settlement"). Under generally accepted standards for stipulation of fees approved by the Norwegian Bar Association, account may also be taken of the employees' qualifications and experience, the nature and difficulty of the case, the assets concerned and the outcome of the assignment. Time spent on the various duties that are part of the Assignment, including telephone conversations and incoming/outgoing e-mail, will be registered with a minimum duration of 15 minutes with suitable specification.

The employees of the Firm possess expertise in different areas and have different experience. The hourly rates of the Firm are stipulated in the light of this. Hourly rates may be changed during the Assignment, and such changes will be implemented following written notice. The fees are subject to value-added tax (VAT) if appropriate, in accordance with current legislation.

In addition to the fees, invoices may include ordinary out of pocket expenses incurred under the Assignment, including travel and subsistence, use of courier services, court fees, fees to public authorities, database search, costs for experts, witness compensation and so forth. For travel and subsistence, refunds will be claimed in accordance with actual expenses or the government standard rates. For coverage of non-trivial expenses for telephone, fax, copying, folders, postage and so forth, the Firm may bill actual expenses or out of pocket expenses in accordance with specification. A part of the expenses and outlays may be subject to value-added tax (VAT) in accordance with current legislation.

Unless otherwise agreed in writing, fees and expenses shall be paid within fourteen days from the receipt of the invoice. In the event of delayed payment, penalty interest under the Act relating to Interest on Delayed Payments will be charged.

The Firm has no authority to commit the Client by agreement vis-à-vis third parties, unless otherwise agreed with the Client. The Firm may nevertheless, on behalf of the Client, incur expenses for the Client that are reasonable and necessary for the performance of the Assignment, such as travel expenses, court fees, public registries, witness compensation and similar expenses as described in the preceding paragraphs, unless otherwise agreed in writing.

Unless otherwise agreed in writing, the Firm may bill performed work and expenses monthly, following the end of the period concerned. Billing may be deferred to a subsequent period if – all together or for the individual assignment – little work has been done, if the Assignment is close to its completion or if a fixed price has been agreed for the Assignment. Accompanying the invoice will be time sheets with summary of performed work and time spent. A client may, on enquiry to the attorney responsible for the Assignment ask to be presented an overview of performed but not yet billed work and time sheets specifying the nature and scope of this work.

As security for payment of fees and costs, the Firm may demand the payment of a suitable amount to a client account in the name of Arntzen de Besche Advokatfirma AS. In cases where an advance has been paid, the Firm will concurrently invoice the Client in the usual way. The advance will normally be settled when the Assignment has been performed and final billing undertaken. Interest on amounts deposited on the client account shall accrue to the Client.

7 FREE LEGAL AID AND INSURANCE COVERAGE

In certain cases, the Client may be entitled to coverage of all or part of the expenses for legal services through the statutory scheme for free legal aid or through insurance agreements. It is the Client's responsibility to clarify whether such insurance cover is available, unless otherwise agreed in writing. In assignments with insurance coverage, the Client may be invoiced for the Firm's total fees and expenses; the Client is then responsible for obtaining a refund from the insurance company, unless otherwise agreed in writing.

8 FEEDBACK AND COMPLAINTS

The Firm's activities are subject to supervision by the Norwegian Supervisory Council for Legal Services and the ordinary disciplinary bodies of the Norwegian Bar Association, the

Regulations on Code of Conduct for Lawyers and other Norwegian legislation governing legal services.

The Firm desires constantly to improve the quality of its services. The Firm therefore desires continuous dialogue with our clients regarding the services we have performed. The Firm appreciates feedback where the Client is satisfied, and would request feedback about situations where the Firm has room for improvement. Any comments in relation to the Assignment should be made in writing to the attorney responsible for the case or by e-mail to mail@adeb.no without undue delay.

Clients considering making a formal complaint to the relevant supervisory authorities or disciplinary bodies in the Norwegian Bar Association regarding the performance of the Assignment or the computation of fees, may obtain detailed information about the right of complaint and the Regulations on Code of Conduct for Lawyers by application to the Norwegian Bar Association (<http://www.advokatenhjelperdeg.no/artikler/kan-jeg-klage-pa-advokaten/>), to the attorney responsible for their case or to mail@adeb.no. As a main rule, a formal written complaint must be made to the Norwegian Bar Association within six months from the date the Client became aware, or ought to have become aware, of the facts upon which the complaint is based. The complaint may otherwise be dismissed as belated. The complaint will be considered by the disciplinary committee of Oslo District of the Norwegian Bar Association and the decision may be appealed to the Disciplinary Tribunal.

Complaints about billing must be made in writing without delay, and no later than two weeks after the receipt of the invoice; failing this, it will be deemed to have been accepted.

9 LIABILITY

The Firm has granted statutory security to the Lawyers' Compensation Fund in accordance with law and regulations. It has also taken out ordinary property damage insurance with a limited insurance amount for third-party liability for the Firm and the Firm's lawyers. The Client hereby accepts that liability for the Firm and/or the Firm's lawyers and other employees in all contexts is at all times limited overall to whichever is the smaller of NOK 100 million and the cover that the relevant insurance policies may all together give the Client under any and all prevailing circumstances.

If the Firm and/or the Firm's lawyers are liable in damages in connection with the Assignment, liability for the Firm and/or the Firm's lawyers will always be restricted to the proportionate share of the loss that is due to the Firm's and/or the Firm's lawyers' contribution to the loss, as opposed to the contribution from the Client and others who have contributed to the same loss (proportionate liability). If the ability of those other parties responsible for the same loss to cover their proportionate share is limited in any way, this shall not increase the liability that the Firm and/or the Firm's lawyers would have had without such restriction.

The Firm shall not be liable for advice or information provided to the Client by others than the Firm and The Firm's lawyers and other employees, even if the Firm has solicited contact between the Client and other advisers. The Firm shall not be liable for use of information (including information about foreign legal systems) received from the Client, the Client's other advisers or from any subcontractor of the Firm in connection with the Assignment.



The Firm shall have no liability for damage suffered by others than the Client, and its liability shall not cover indirect or consequential loss, including operational stoppage, loss of data, lost profits, loss of goodwill etc.

The Firm has no liability for losses incurred as a result of the Client – without the Firm's written consent – passing on or giving information to others related to the Firm's advice to the Client.

The firm has taken out its liability insurance with Zürich Insurance, and there is no limitation to the geographic scope of cover for the insurance agreement.

10 CHOICE OF LAW AND JURISDICTION

All questions in the relationship between the Firm, the Firm's lawyers and employees and the Client, including these General Terms and Conditions, are exclusively subject to Norwegian law. Exclusively accepted legal venue is Oslo District Court, to which the Client hereby expressly accepts and consent.

11 ACCEPTANCE

These General Terms and Conditions shall be binding from the date the Client, in accordance with Norwegian law, is deemed to have accepted these General Terms and Conditions, or the Engagement Letter, to which the Client hereby expressly accept and consent. The Client also expressly accept and consent to de deemed to have accepted these General Terms and Conditions, or the Engagement Letter if not otherwise notified the Firm in writing without undue delay.