



GENERAL TERMS AND CONDITIONS OF ENGAGEMENT
For Advokatfirmaet Hammervoll Pind AS (HP)

1. Confirmation of assignment and terms and conditions of engagement

An agreement for legal services is an agreement between the principal (the “**Client**”) and HP, and not with any physical person who is affiliated with the firm. All of HP’s partners and other employees are covered by these terms and conditions of engagement (the “**Terms and Conditions**”). Under no circumstances shall partners or employees have individual liability towards the Client unless otherwise stipulated in mandatory law.

New assignments (the “**Assignment**”) undertaken by HP will be confirmed in writing with the Client without undue delay in accordance with the rules stipulated by the Norwegian Bar Association (www.advokatforeningen.no) (the “**Confirmation of Assignment**”). Assignments performed for the Client by HP are regulated by the Confirmation of Assignment together with these Terms and Conditions. The Terms and Conditions are referred to in the Confirmation of Assignment and are also available on our website (<https://hammervollpind.no/en/>).

If there are repeated assignments for the same client and it is not considered necessary to send a new confirmation of assignment each time, the Terms and Conditions will apply for all assignments, unless otherwise agreed to in writing in connection with new assignments.

2. Establishment of the Assignment

Conflicts of interest may result in HP being unable to accept the Assignment. The Client is obligated to inform the lawyer of any matters that may entail a conflict of interest. This applies both to matters involving the Client him/herself, the opposing party and other matters which the Client must understand as being relevant to the Assignment.

As soon as this is possible, HP will investigate whether there are any conflicts of interest pursuant to applicable laws and/or rules of legal ethics that would prevent HP from being able to perform the Assignment. The starting point is that there is no conflict of interest if HP accepts assignments for other clients which the Client considers to be competitors. If the interests of the Client so warrant, HP may commence the Assignment before the issue of conflict of interest has been clarified. If any conflict of interest arises, HP will raise the matter with the Client as soon as possible.

HP is obligated by law to check both the Client’s identity and ownership situation, as well as other circumstances concerning the Client and the Assignment. This entails that HP may also ask for documentation of identity for others who are involved in the Assignment. HP is also obligated to verify information that has been obtained.

HP’s activities are governed by Act no. 11/2009 relating to measures to combat the laundering of proceeds of crime etc. (Money Laundering Act). If HP has grounds to suspect that transactions may be linked to financial crime, including tax evasion and terrorism financing, HP is obligated to report this to the authorities. The Act prevents the firm from informing the relevant parties that there may be grounds for such suspicion and that information has been provided to the authorities

HP cannot be held liable for damage or loss that is directly or indirectly caused by HP complying with the obligations that HP considers incumbent on the firm in accordance with the provisions in the Money Laundering Act.

HP conducts routine credit checks of clients.



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3. Performance of the Assignment

HP shall endeavour to perform the Assignment by providing high quality professional and administrative services. The Client's interests shall be safeguarded as best as possible within the framework of the law and the ethical guidelines set by the firm. In order to be able to perform the Assignment as best as possible it is important that the Client voluntarily provides HP with correct and complete information regarding the facts of the case and the objectives/expectations for the Assignment.

Each Assignment is assigned a case number. When appropriate, larger Assignments are divided into multiple cases. Each case has a lawyer in charge. Unless otherwise agreed to in writing, the lawyer in charge will decide how the Assignment is to be performed, including the HP employees who, based on expertise, experience and capacity, have the best professional prerequisites for performing the work associated with the Assignment. The lawyer in charge is responsible for all work that HP employees perform for the Client when carrying out the Assignment.

The use of resources will depend at all times on the type and scope of the Assignment, the factual and legal complexity of the case, the Client's objectives and instructions, time constraints in each case, and the amounts involved, and interests associated with the Assignment.

If necessitated by the Assignment, the lawyer in charge will assemble a team to offer the expertise and resources that are expected to deliver the best result for the Client.

External experts may have to be engaged to achieve an adequate resolution to the Assignment. The Client's consent shall be obtained before engaging external assistance. Reference is made to section 5 (Fees and expenses) when concerning expenses relating to this.

HP's assignments will only concern legal matters governed by Norwegian law. If it proves necessary to contact foreign lawyers in order to resolve the Assignment, the Client will first be notified of this.

Unless otherwise specifically agreed, HP's advice is exclusively provided to the Client as this is defined/identified in the Confirmation of Assignment.

Furthermore, HP's assistance in a case will not include advice relating to tax law unless otherwise has been specifically agreed to or is clear from the context.

4. Duty of confidentiality – processing of personal data – storage

HP's employees are subject to a statutory duty of confidentiality and duty of discretion pursuant to the Rules for good legal practices and applicable guidelines relating to the Personal Data Act.

Unless otherwise agreed, HP's lawyers are permitted to share the information with other employees at the firm as long as this is necessary and appropriate.

If this is necessary for performing the Assignment, HP will process personal data, including specific categories of personal data, in accordance with the Personal Data Act and other regulations. Other parties, such as opposing parties, courts and government bodies, will only be granted access to the personal data if this is necessary for performing the Assignment. The Client is entitled to access to and information about the data that is processed, as well as



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the right to demand that deficient data is corrected. The data controller pursuant to the Personal Data Act is the Managing Director of HP and the lawyer in charge can be contacted if there are any questions regarding the firm's processing of personal data. Information regarding the processing of personal data can also be found in the firm's privacy statement: <https://hammervollpind.no/personvernerklaering-hp/>.

HP uses unencrypted electronic communication (email) to communicate with clients, opposing parties and other involved parties. When the nature of the case so warrants, the use of encrypted electronic communication, joint "data room" etc. can be agreed to.

For litigation, a closed portal solution is generally used for communication between the courts and parties to the case (Aktørportalen).

To secure data, HP uses solutions from professional providers for storing data, antivirus and firewall services. HP is not liable for any loss resulting from errors, defects, damage, accidents, viruses, downtime or similar factors in connection with the use of electronic communication.

Physical case documents will be stored at HP for five years following conclusion of the case. They will then be destroyed, unless the Client requests to be sent the documents. Case documents can also be stored electronically at HP.

5. Fees and expenses

5.1 General

Legal fees are subject to free pricing. HP complies with the guidelines for calculating fees that have been prepared by the Norwegian Bar Association (www.advokatforeningen.no). Unless otherwise stated in the Confirmation of Assignment, fees are determined based on the time spent on the Assignment. Information concerning HP's hourly rates is included in the Confirmation of Assignment and is also available on our website (<https://hammervollpind.no/en/>).

Time spent on various work tasks that are part of the Assignment, including telephone calls that are not only very brief messages and ingoing/outgoing emails, will be recorded with a minimum time of 0.25 (15 minutes) and appropriately specified. Other elements such as work outside of normal work hours, the responsibility associated with the Assignment, the amounts the Assignment involves, the complexity of the Assignment, the degree of specialist knowledge and result achieved may be of significance to the calculation of fees.

HP's hourly rates are determined based on the expertise and experience of each employee. The hourly rates for each Assignment will be stated in the Confirmation of Assignment. Unless otherwise agreed, hourly rates will normally be adjusted annually by up to 3.5% without specific notice. The Client will receive special notice in the event of greater increases in prices. Adjustments to hourly rates for ongoing assignments will be specified in the invoices that are sent.

In addition to fees, an invoice may include expenses that were reasonable and necessary for performing the Assignment, such as travel and accommodation expenses, expenses in connection with external expert assistance, external copying, use of courier services, court fees, witness remuneration, searches in databases, fees to public registers etc. For travel and accommodation expenses, reimbursement will be claimed for the actual expenses, and possibly in accordance with the government rates. Travel time is generally invoiced according to the time spent, with the agreed hourly rates.



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Time used in connection with the establishment of the Assignment, conducting customer checks and money laundering routines, as well as other necessary tasks, is considered time spent on the Assignment and is included in the billable hours.

With the exception of the expenses referred to above, HP cannot commit the Client through agreements with third parties without specific authorisation.

Before HP accepts larger external payment obligations, for example, to the Norwegian Mapping Authority when registering deeds, fees for appeals, advance payments to arbitral tribunals, advance transaction fees, administration costs, facilitation costs etc., HP will claim coverage of these costs from the Client through an advance payment to the client account.

If appropriate, on account payments will be agreed to. On account payments must be made to a separate client account and offset against work performed and/or costs incurred.

A standard surcharge of 2% is charged on the fees for the case to cover HP's office expenses. The surcharge covers copying, postage, telephone, data charges etc.

If the lawyer in charge considers this appropriate, HP can provide an estimate of the expected fees until the conclusion of the case. Such estimated fees are not binding for the final specification of fees. Fees can exceed the estimate unless the opposite is explicitly stipulated in the Confirmation of Assignment. Any excess fees shall be clarified with the Client. Unless otherwise agreed, any estimates shall only cover expected fees, excluding VAT.

Fixed prices may be agreed to in certain instances. If a fixed price is agreed to and the prerequisites for the Assignment and pricing change significantly during the Assignment, HP reserves the right to be able to claim a change in price. Significant changes to the scope of the Assignment and necessary use of time will be typical grounds for such claims, unless these are factors that HP should have been aware of when establishing the Assignment. In such an event, HP shall contact the Client and explain the situation and the reasons for the change requirements in order to agree on whether this will have an effect on HP's handling of the remainder of the Assignment.

Legal fees are also subject to value added tax (VAT) of 25%. Expenses and/or charges in connection with the case and which are invoiced to the Client in addition to legal fees are also subject to VAT at the same rate stipulated under the rules for taxes.

HP's hourly rates for commercial arrangements are quoted without VAT.

With regard to assignments associated with disputes before courts and arbitral tribunals, the Client is obligated to pay the firm's invoices in full, irrespective of the potential claim for costs against the opposing party. (In some instances it may be necessary and/or appropriate to claim a lower amount from the opposing party than what the case actually costs.) The Client must also pay HP's invoices in full, even if the opposing party is not ordered to pay costs or is unable to pay the costs that have been imposed.

Legal restrictions on the Client's right to claim coverage of costs for legal aid from the opposing party do not restrict HP's fee claims to the Client. Among other things, such restrictions are stipulated for cases before the Conciliation Board and in "small claims



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procedures” pursuant to the Norwegian Dispute Act (cases where the amount in dispute is less than NOK 250,000).

5.2 Legal aid and insurance coverage

In certain instances, the Client may be entitled to coverage of all or parts of the expenses relating to legal services through the statutory arrangement for free legal aid or through various insurance schemes (legal aid insurance, property insurance, contents insurance, travel insurance or other insurance schemes). HP can provide the Client with further details of these types of schemes in connection with the Assignment. Upon commencement of the Assignment, it is recommended that the Client provides information about whether he/she is of the view that he/she has insurance coverage for legal aid and/or whether it is requested that HP should further investigate this.

If the Client requests a specific assessment of insurance coverage, it is important that HP is sent either a copy of the Client’s insurance policies or a reference to the relevant insurance company together with the policy number. When concerning claims for insurance coverage, there is normally an obligation to give notice of the claim within one year from when the dispute arose. HP will not be liable for any lapse in insurance coverage due to delayed notice of claims for coverage if the Client did not provide HP with the necessary information.

For assignments involving insurance coverage, there may be different practices for how the cases are invoiced. The Client may be invoiced for HP’s total fees and expenses in accordance with the Terms and Conditions. If so, the Client is responsible for reimbursement from the insurance company of the amount that exceeds the deductible unless otherwise is agreed to in writing with HP. Alternatively, HP can send a split invoice, whereby the Client is invoiced for the deductible, while the insurance company is invoiced for the excess, as long as the insurance covers this.

5.3 Invoicing – offsetting – consequences of breach

As a general rule, HP invoices for work performed (monthly in arrears). Specification of the work performed is enclosed with the applicable invoice. Payment terms are 14 days from the date the invoice was sent. In the event of delayed payment, interest will be calculated in accordance with the applicable rates stipulated in the Act relating to interest on overdue payments. An overview of work that has been performed but is yet to be billed, can be sent to the Client upon request.

HP has the right to require that all amounts which shall be paid to the Client from an opposing party or third party in connection with an Assignment are deposited into the client account. Unless otherwise agreed or is clear from the context, HP has, irrespective of the case, the right to settle any outstanding amounts between HP and the Client, such as outstanding fees and expenses, from the balance of client funds in the client account.

In the event of payment in arrears, HP may cease all further work on the case until the Client is up-to-date with payment obligations. In such instances, HP may also withdraw from the Assignment. However, HP may be obligated to do what is necessary to prevent loss of legal rights on the part of the Client before the work ceases or the Assignment is terminated.

Until the Client has paid HP’s invoice claims in full, HP has the right to withhold all documents that have been prepared or have come into HP’s possession in connection with the case.



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5.4 Advance payments

HP can require advance payments as security for the payment of fees and expenses. The advance payment must be deposited into HP's client account. The Client is invoiced monthly in accordance with HP's standard invoicing routines. The advance payment will remain until the case is concluded and will be offset against the final invoice for the case. A new advance payment can be required when the balance does not provide HP with adequate security for expected fees and expenses.

In larger cases, where there may be doubts regarding the Client's ability to pay or other circumstances necessitate this, HP will require a larger advance payment. HP's invoices in the case will then be offset on an ongoing basis against the balance in the client account.

Interest on the balance in the client account that exceeds ½ of a court fee will pass to the Client.

5.5 Complaints

Complaints regarding invoices must be put forward without undue delay and no later than 30 days after the invoice date. Any objections to the claim will otherwise be lost.

6. Intellectual property rights

Upon payment of all obligations to HP, the Client shall take over the right to use the materials that HP has prepared or developed in the performance of the Assignment.

HP reserves the right to all copyrights and intellectual property rights associated with the results of the Assignment such as, but not limited to, documents, presentations, computer programmes, ideas, concepts, models and the like. HP is free, both during and following the conclusion of the Assignment, to make use (in anonymised form) of the results of the Assignment in any manner, including courses, seminars, presentations for other clients etc.

7. Right to lodge complaints

HP strives to continually improve the services provided. HP welcomes feedback from the Client regarding HP's performance – particularly when the Client feels that HP may have potential for improvement. Feedback to HP shall be communicated in the manner the Client considers most appropriate and may always be raised with the lawyer who is responsible for the Assignment or with the Managing Partner. HP's points of contact can be found at <https://hammervollpind.no/en/>.

HP's legal services are monitored by the Supervisory Council for Legal Practice. Complaints regarding lawyers who are members of the Norwegian Bar Association are heard by the Disciplinary Council of the Norwegian Bar Association. The *Disciplinary Committee* hears complaints regarding lawyers who are not members of the Norwegian Bar Association in the first instance and is the appellate instance for decisions by the Disciplinary Council. Lawyers who are not members of the Norwegian Bar Association may select whether the complaint shall be heard by the Disciplinary Committee or Disciplinary Council.

Clients that are considering lodging a formal complaint regarding the performance of the Assignment and/or fee calculation can obtain further details on the right to lodge a complaint by contacting the Norwegian Bar Association (<https://www.advokatforeningen.no/om/om-medlemskapet/english/>), the lawyer responsible for the case at HP or by email to HP (post@hammervollpind.no).



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As a general rule, a formal written complaint must be submitted to the Norwegian Bar Association within six months from the date the Client became aware or should have become aware of the circumstances that constitute the grounds for the complaint. If not, the complaint can be dismissed on the grounds that it was submitted too late. The complaint will be processed by the Disciplinary Council for the group the responsible lawyer is affiliated with at the Norwegian Bar Association. The decision can be appealed to the Disciplinary Committee.

8. Liability

HP's liability for damages in connection with the Assignment is limited to the amount covered at all times by HP's liability insurance. HP presently has liability insurance with Tryg Forsikring. If requested, HP may grant necessary access to the applicable insurance terms.

Under no circumstances does HP's liability for damages to the Client include indirect loss and consequential damage, including operating losses, loss of earnings, loss of goodwill etc. The limitations of liability do not apply in the event of gross negligence or wilful misconduct.

HP's liability is reduced by any amount the Client can receive in accordance with the insurance the Client has taken out.

If HP has agreed to provide advice regarding possible tax consequences, liability does not include tax which the Client has to pay, unless it was clear at the time the advice was provided that the Client could have achieved the relevant commercial objectives by using an alternative structure or method without additional cost or risk, and thereby would have avoided having to pay these taxes.

HP not liable for advice and/or information the Client receives from parties other than HP and HP's employees. This also applies in the instances in which HP has facilitated contact between the Client and advisors other than HP. HP is not liable for the use of information (including with regard to foreign legal matters) received from the Client, the Client's other advisors or from HP's subcontractors in connection with the Assignment.

HP is not liable for use of draft documents before the draft has been completed or subject to quality control by HP. HP will also not be liable for use of documentation or advice prepared for other purposes or different cases to what is stipulated in the Confirmation of Assignment.

Under no circumstances is HP liable for the result of a lawsuit. Statements from HP or HP's employees regarding the expected outcome of a dispute in the event of legal proceedings will also be no guarantee of the conclusion the courts will arrive at in the case. Orders from the courts to cover the opposing party's costs, court fees etc. are the Client's responsibility, irrespective of the outcome of the case.

9. Jurisdiction

All issues that may arise in connection with the Assignment, Confirmation of Assignment, Terms and Conditions, the arrangement with HP and/or HP's employees and the Client are governed by Norwegian law.

When an action is brought against or by the Client, HP can always select that the case shall, in the first instance, be heard by the District Court in either Oslo, Bergen or Stavanger. The provisions in the Norwegian Dispute Act concerning jurisdiction otherwise apply.