

## **GENERAL TERMS AND CONDITIONS OF ENGAGEMENT FOR ADVOKATFIRMAET FORSBERG AS**

### **1. Introduction**

- 1.1 These general terms and conditions apply to all assignments that Advokatfirmaet Forsberg AS ("the Law Firm") undertakes or performs for the client.
- 1.2 These general terms and conditions are provided to the Client upon establishment of the assignment and are deemed accepted unless the Client notifies the responsible attorney within a reasonable time that the terms are not accepted. Unless otherwise agreed, the terms and conditions apply to repeated assignments for the same Client.
- 1.3 The Law Firm's aim and obligation is to look after the Client's interests in the best possible way, within the framework provided by this assignment agreement, the Lawyer Act, the Code of Conduct for Lawyers, the Law Firm's internal case processing routines, as well as other relevant regulations.
- 1.4 All attorneys and assistant attorneys associated with the Law Firm have a license or authorization to practice as an attorney in Norway issued by the Supervisory Authority for Legal Services ("Advokattilsynet"). All attorneys and assistant attorneys working at the Law Firm are members of the Norwegian Bar Association.
- 1.5 In accordance with the Norwegian Bar Association's guidance on how human rights are expected to be respected by law firms, the responsible attorney will take the initiative to discuss current and potential human rights violations that the assignment may cause, with the aim of assisting the Client to avoid such violations. The Law Firm reserves the right to withdraw from the assignment if the Client decides not to follow the attorney's advice and it is clear to the attorney that all or parts of the assignment may involve infringement of human rights.

### **2. Establishment and performance of the assignment**

- 2.1 The description of the assignment is set out in a separate confirmation of assignment, supplemented by agreements that follow from other oral or written correspondence. In the event of repeated assignments for the same client, we may refrain from sending a separate confirmation of assignment for new assignments if it is clear from e-mail correspondence or other communication that the Client has given us the assignment.
- 2.2 The terms of the separate confirmation of assignment and these general terms and conditions apply from the time we commence work on the matter. For practical reasons, this may be before the confirmation of assignment has been sent to the Client.
- 2.3 All assignments are assigned to a responsible attorney at law who may be assisted by the Law Firm's other employees in carrying out parts of the assignment.
- 2.4 As a general rule, customer due diligence measures with identity verification must be performed pursuant to the Anti-Money Laundering Act. The Client is obliged to assist in performing such measures. Please note that the Law Firm, in the event of suspicion that transactions are related to the proceeds of criminal offenses, etc., the Law Firm is required to report this to ØKOKRIM (the Norwegian National Authority for Investigation and Prosecution of Economic and Environmental Crime), without notifying the Client or

third parties.

- 2.5 Before an assignment is established, we will seek to clarify whether there is a conflict of interest or other circumstances indicating that the Law Firm cannot or should not undertake the assignment. The Client is obliged to contribute to such clarification. The same assessment is made in established assignments when new parties enter the case. If the interests of the client so dictate and it is found to be unobjectionable, the assignment may commence before the clarification has been completed. In such cases, the Law Firm may have to withdraw from the assignment at a later point for this reason, subject to settlement of fees and costs incurred up to that time. The same applies if, after an assignment has been accepted, the Law Firm or the client becomes aware of such circumstances that mean that the Law Firm should not take on the assignment.
- 2.6 The Law Firm will promote the client's interests by carrying out the discovery in a professionally sound manner, within the framework set out in the separate confirmation of assignment, these general terms and conditions of assignment, the client's instructions, the Lawyer's Act, the Regulations for Lawyers, the Code of Conduct for Lawyers, the Law Firm's internal case processing routines, as well as other relevant regulations. The Law Firm and/or the lawyer responsible for the assignment do not guarantee that the performance of the assignment will lead to the result expected or desired by the client.
- 2.7 In order to promote the Client's interests in the best possible way, the Law Firm is dependent on the client providing information as soon as possible and in a complete manner about the facts of the case and the outcome the client wishes to achieve in the case.
- 2.8 The Law Firm will clarify with the client before we issue a summons or take other legal action. The same applies before the Law Firm possibly uses the assistance of experts or other third parties. If it is decided to use assistance from a third party, the client accepts that the Law Firm's employees are exempted from the duty of confidentiality to the extent necessary in relation to such third parties.
- 2.9 The Law Firm will follow the instructions given by the client for the performance of the assignment. If the client's instructions may result in the Law Firm or its lawyers acting contrary to the rules of good legal practice or if the client does not wish to follow the advice given by the responsible lawyer regarding the performance of the assignment, the Law Firm may withdraw from the assignment against settlement of accrued fees and costs until then.
- 2.10 All inquiries to and from the opposing party must be clarified with or go through the Law Firm. The Law Firm and the client shall keep each other mutually informed of the communication that takes place with the parties involved.

### **3. Calculation of fees and invoicing**

- 1.1 Unless agreed otherwise, the starting point for invoicing the assignment is the time spent on efficient and professional work on the assignment. The Law Firm's indicative hourly rates appear in the confirmation of assignment.
- 1.2 The minimum hourly unit is 0.25 hours (15 minutes). Phone calls and similar communications not consisting of very short messages are charged at a minimum of

0.25 hours.

- 1.3 When determining the final fee, the responsible attorney at law will assess on a discretionary basis such things as the nature and complexity of the work, the outcome of the case, as well as how efficiently the assignment has been carried out having regard to the attorney's experience and expertise. The fee shall be reasonable in relation to the assignment and the work performed by the attorney and the firm's other employees.
- 1.4 The Client is responsible for court fees, costs of expert witnesses, and other costs incurred in legal proceedings. The Client is also liable for the opposing party's legal costs if so ordered. Legal costs will often, but not always, be charged to the party who is not successful.
- 1.5 The Law Firm's fee claim against the Client is not limited by the Client being awarded less compensation for legal costs than the nominal value of the Law Firm's fee claim.
- 1.6 Statutory limitations on the Client's right to claim reimbursement of legal aid costs from the opposing party do not limit the Law Firm's claim for fees against the Client. Such limitations are stipulated, among other things, in cases before the conciliation board and in small claims proceedings.
- 1.7 Each invoice will be accompanied by a specified overview of work performed, disbursements, etc.
- 1.8 Any costs and disbursements advanced by the Law Firm will be invoiced together with the fee claim. Re-invoicing of disbursements may entail VAT on the disbursement.
- 1.9 Interest will be charged on overdue payments pursuant to the provisions of the Norwegian Interest on Overdue Payments Act.
- 1.10 If fees or costs due to an error are not charged with mandatory VAT, we reserve the right to re-invoice VAT.

## **2. External coverage of legal costs**

- 2.1 In accordance with the Act on Free Legal Aid, certain cases may qualify for publicly funded legal assistance (free legal aid). Some types of cases always qualify for free legal aid, other types of cases require that the client does not have income or assets above defined minimum limits at any given time. The County Governor can make exceptions to the limits in certain cases. Further information about free legal aid can be obtained from the County Governor or from our office. The Client is requested to raise the issue of free legal aid coverage with the responsible attorney for a specific assessment.
- 2.2 The Client's possible legal expenses insurance, household insurance, travel insurance, or other insurance schemes may cover legal costs of legal assistance in certain types of cases, depending on the terms of the insurance policy. The Client is obliged to provide the Law Firm with the necessary information for an assessment of the insurance agreement's scope of coverage. The Client is responsible for any deductible or difference between the Law Firm's fee claim and the amount covered by the insurance company.

### **3. The Law Firm's liability**

- 3.1 The Law Firm is responsible in accordance with the general rules on the professional liability of attorneys and is covered by the statutory security for practicing law. The Law Firm's guarantor is Gjensidige.
- 3.2 The Law Firm and the firm's attorneys are not liable for indirect losses, including loss of profits.
- 3.3 The Law Firm and the firm's attorneys are not liable for errors committed by advisors to whom the Law Firm has referred the Client or for subcontractors to whom the Law Firm, by agreement with the client, has entrusted parts of the performance of the assignment
- 3.4 The Law Firm is not liable for losses as a result of the outcome of the case not corresponding with the Law Firm's assessment of the possible outcome of the case.
- 3.5 The Law Firm is not liable for loss of managed Client funds as a result of bankruptcy or other circumstances on the part of the bank. The Law Firm would like to point out that the Norwegian Banks' Guarantee Fund does not guarantee more than NOK 2 million in deposits per depositor (law firm) per bank. Only by special agreement will the Law Firm take measures that can increase the degree of guarantee coverage for the Client's funds.
- 3.6 The Law Firm and the firm's attorneys are never, either individually or collectively, liable for a higher amount than what the Client at any time can be covered by the Law Firm's liability insurance. Liability is thus limited to what the insurance company pays out under the insurance. In accordance with the Lawyers' Regulations, security (liability insurance) must be provided for a minimum of NOK 5 million but limited to NOK 2.5 million per claim.
- 3.7 The limitation of liability included in this section is deemed to be accepted by the client, unless otherwise agreed for the individual case.

### **4. Processing information**

- 4.1 Attorneys at the Law Firm are prohibited from unlawfully disclosing entrusted information. In addition, the attorneys are also obliged to keep information beyond this confidential. In certain statutory cases, exceptions to the duty of secrecy and confidentiality apply.
- 4.2 Unless otherwise agreed, the Law Firm's attorneys are entitled to share information with other employees of the firm to the extent necessary. The Law Firm's other employees are subject to the same duty of secrecy and confidentiality as the attorneys.
- 4.3 To the extent necessary for the fulfillment of the assignment, the Law Firm will process personal data, including special categories of personal data if necessary, in accordance with the Personal Data Act and other regulations. Other parties, such as opponents, courts and public agencies, will only have access to the personal data to the extent necessary for the assignment. The client has the right to access and receive

information about the processed data, as well as the right to demand correction of inadequate data. The controller under the Personal Data Act is Advokatfirmaet Forsberg by Erik Rosen. If you have any questions about our processing of personal data, please contact the lawyer responsible for the case. See also about the processing of personal data in the Law Firm's privacy policy: [Terms of engagement - Forsberg](#).

- 4.4 The Law Firm would like to point out that electronic data communication generally suffers from weaknesses that means that unauthorized persons under certain circumstances can gain access to the communication. To the extent that confidentiality is necessary, security measures (including encryption and deletion) may be taken to prevent unauthorized access to such communication. As a factor in the assessment of whether confidentiality is necessary, the client's sending of unsecured electronic information to the Law Firm will be emphasized. Unless otherwise agreed or stated in the separate engagement letter, the client accepts that unsecured e-mail is used in general correspondence.
- 4.5 Upon conclusion of the assignment, any original documents in the case will be returned to the client or shredded as agreed. The Law Firm is required to store certain documents and information after the conclusion of the assignment. The Law Firm may also store copies of other case documents after the conclusion of the assignment, within the framework of the legislation. Copies can be handed out for a fee.

## **5. Complaints**

- 5.1 If the client is dissatisfied with the performance of the assignment or the calculation of the fee, the client is encouraged to immediately raise this with the responsible lawyer or general manager/managing partner. The Law Firm will assess the matters complained of within a reasonable time.
- 5.2 The Disciplinary Board deals with complaints that the attorney must have acted in violation of the Code of Conduct for Lawyers or has demanded a high fee. As a general rule, the complaint must be submitted within six months after the complainant became aware or should have become aware of the matter on which the complaint is based. The Disciplinary Board has the authority to issue disciplinary criticism and to reduce the fee claim against the Client. For more information about the complaints scheme, see [www.advokatenhjelperdeg.no](http://www.advokatenhjelperdeg.no).
- 5.3 Disputes related to the assignment agreement are governed by Norwegian law and may only be brought before the Norwegian courts with Oslo District Court as the exclusive venue.

## **6. Revision of terms and conditions**

- 6.1 The general terms and conditions for the assignment are normally revised once a year and otherwise when needed. Changes to the Client's disadvantage, which are not necessary due to binding regulations, can only become effective after one month's notice.