



HLT ADVOKATFIRMA AS

GENERAL TERMS

1 INTRODUCTION

- 1.1 These standard terms and conditions apply, together with a separate confirmation of assignment, for all assignments lawyers or employees in HLT Advokatfirma AS, business registration number 916 918 801, ("HLT") enter into or carry out for the firm's clients (the "Client").
- 1.2 The standard terms and conditions are forwarded to the Client (normally by e-mail) when the assignment is initiated and are deemed to be accepted by the Client when received, unless the Client within reasonable time thereafter notifies HLT of any objections to the standard terms and conditions.
- 1.3 Unless otherwise agreed, these standard terms and conditions will apply to any further assignments from the same Client.
- 1.4 It is HLT's goal to promote the Client's interests in the best possible fashion, within the framework of these standard terms and conditions, the Law, the Regulations for Advocates, the Attorney's Code of Conduct, the internal casework routines of HLT, as well as other relevant regulations.

2 INITIATION AND COMPLETION OF THE ASSIGNMENT

- 2.1 The description of the assignment is given in the separate confirmation of assignment (normally sent by e-mail), and may be supplemented by agreements made either orally or in written correspondence. The confirmation of assignment will apply also if changes are made in the assignment or to the scope of assignment, unless otherwise is agreed.
- 2.2 Every assignment shall be linked to a responsible lawyer in HLT, who may receive assistance from other employees in the firm to complete whole or parts of the assignment.
- 2.3 As a main rule, with regards to the Norwegian Money Laundering Act, there shall be a background check of the Client, including verification of the Client's identity. The Client is obliged to assist in this process. Please note that upon suspicion of the existence of transactions that are connected with the proceeds of criminal

acts etc., the legal firm is obliged to report the matter to ØKOKRIM, without informing the client or any third party.

- 2.4 Prior to initiation of an assignment, there shall be carried out an evaluation as to whether or not there is any conflict of interest or other conditions that might indicate that HLT cannot or should not take on the assignment. The Client is obliged to assist in the process. A similar evaluation shall be made in the event that a new party enters the case. If it is in the best interest of the Client and if there are no contraindications, the assignment can be initiated prior to completion of the evaluation. In such a case, HLT can decline the case at a later point in time if there are grounds for such an action.
- 2.5 In order for HLT to promote the interests of the Client in the best possible fashion, it is necessary for the Client to provide HLT with full and prompt disclosure of information about the facts of the case and about the results that the Client desires to achieve in the case. HLT is not responsible to verify information received from the Client.
- 2.6 All communication to and from the opposite party shall be cleared and directed through HLT. The firm and the Client shall keep each other oriented about communication that has taken place with the parties involved.
- 2.7 HLT's legal assistance is provided on the basis of Norwegian law only. Unless otherwise agreed, the assignment does not encompass property or transaction settlement (including transfer of shares or interests in real estate companies), rendering legal opinions or tax advice. Any advice of a non-legal character (including, but not limited to, any commercial, technical or accounting advice) is not included in the assignment.

3 CALCULATION OF FEES, INVOICING AND CLIENT ACCOUNTS

- 3.1 Unless otherwise agreed, the basis for invoicing for the assignment shall be the time spent on effective, professional work on the assignment. Our hourly rates are currently within the frame of NOK 2 100,- to NOK 3 500,-. Our hourly fees are stated without the addition of VAT. HLT reserves the right to alter the hourly rates at any time, also for ongoing assignments. Fees will incur from the time the first contact with the Client is initiated and until final conclusion of the assignment.
- 3.2 The minimum unit of time is 0.25 hour (15 minutes). Telephone conversations, e-mails and



- such, which do not consist of very short messages, are calculated as a minimum of 0.25 hour.
- 3.3 HLT will as a general rule ask all new clients to forward advance payment. In addition, HLT reserves the right for any assignment to invoice on account or demand advance payment. HLT may freely decide the amount of such account invoice or advance payment. Advance payment shall be paid to a designated account at HLT. HLT may offset funds held in the client account on behalf of the Client unless otherwise agreed in writing. Any advance payment being applied towards the Client's bill will be evidenced from the invoice. Upon conclusion or termination of the matter, any balance will be returned to the Client. Accrued interest will belong to HLT.
- 3.4 HLT's client account is regulated by the laws of Norway, including any rules relating to transparency and reporting to public authorities. Unless otherwise agreed in writing, any funds in the client account held on behalf of the Client may be set off by HLT against any charges or costs, with the addition of interest, which are due and owing from the Client to HLT. Accrued interest will belong to HLT unless otherwise agreed.
- 3.5 Any estimate of costs and expenses given by HLT is for information purposes only and do not constitute a fixed fee or binding cap for the relevant matter, unless expressly agreed in writing. HLT reserves the right to revise cost estimates as the matter progresses.
- 3.6 When concluding the Client's fee, HLT may at its own discretion assess the nature and complexity of the work, the values involved in the case, the outcome of the case, as well as how effective the assignment has been done, taking into consideration the background, experience and any special competence of the attorney. There shall be a reasonable correlation between the fee and the work done by the attorney and the other employees of the firm.
- 3.7 The Client is responsible for any and all of HLT's costs connected with the assignment, including but not limited to any court fees, registration fees, database searches, transcripts, third party costs (including but not limited to expenses due to expert witnesses, arbitrators, experts and external lawyers) and any other expenses that may result from the legal process. Expenses related to photocopying, courier services and extraordinary secretarial services will be invoiced the Client. HLT will also invoice the Client for all travelling expenses and catering costs.
- 3.8 The Client is responsible for the opponent's legal costs, if they are so fined. The legal costs will often, but not always, be laid on the losing party. The legal fees demanded by HLT shall not be limited, in the event that the Client is awarded less compensation for legal fees than the amount of legal fees owed to HLT, or in the event that the opponent party does not pay the ordered case costs.
- 3.9 Legal limitations to the Client's right to demand compensation from the opposite party for legal costs shall not limit the legal firm's demands for legal fees on the Client. Such limitations may be imposed for the Conciliation Board (*forliksrådet*) and the Small Claims Courts (*småkravsprosess*). In the event that HLT and the Client have agreed that the fee charged to the Client differs from the costs presented by HLT to the court, the Client shall nevertheless be fully responsible for the full amount charged by HLT to the Client.
- 3.10 On matters where HLT has been engaged by more than one party, the Clients have a joint and several liability for HLT's fees and costs in relation to the assignment. This also applies if invoices have been issued to one or more of the Clients.
- 3.11 If HLT has been instructed by the Client in its capacity as agent or representative for another party which HLT is representing, the Client shall be jointly and severally liable together with such other party for payment of all invoices for the relevant matter.
- 3.12 Incurred fees and costs will be invoiced monthly, unless otherwise agreed. Together with the invoice, there shall be a specified overview showing work completed, expenditures, etc. All of the firm's invoices will be issued in NOK and fall due 10 days after the invoice date, unless specified otherwise.
- 3.13 All costs and expenditures advanced by HLT will be invoiced together with the attorney fees. Legal services are subject to 25% VAT on fees and disbursements/costs. Disbursements incurred in foreign currency will be invoiced at the exchange rate applicable on the date of HLT's invoice or on the actual date of payment by HLT.
- 3.14 Any delay in payment shall result in the addition of default interest, in accordance with the Act Regarding Interest on Overdue Payments, etc. (*Lov om renter ved forsinket betaling m.m.*). All costs related to payment reminders and enforcement will be invoiced to the Client.



3.15 Overdue invoices are enforceable in accordance with the Law of Enforcement § 7-2 (f).

4 EXTERNAL COVERAGE OF FEES

4.1 According to the Law Concerning Free Legal Aid, some cases have the right to the cost of legal assistance being covered by the state (free legal aid). There are some types of cases that always qualify for free legal aid, but there are other types where the client is required to have an income or capital that does not exceed NOK 246,000 (single), NOK 369,000 (married, reg. partner, etc.) and NOK 100,000 (net capital), respectively. In some instances, the County Governor can make an exception to these limitations. Further information about free legal aid can be obtained from the County Governor or from our office. The Client is encouraged to bring up any questions concerning free legal aid coverage with the responsible attorney for a more concrete evaluation.

4.2 Any legal aid insurance, household contents insurance, travel insurance or other types of insurance held by the Client can be used to cover the costs of legal assistance in certain types of cases, depending on the terms of the insurance agreement. The Client has the duty of providing the legal firm with the information necessary for evaluating the degree of coverage for the insurance agreement. The Client is responsible for paying any deductible or difference between the fees demanded by the legal firm and the amount covered by the insurance company.

5 RESPONSIBILITIES OF HLT

5.1 HLT is responsible according to the general rules for the professional responsibility of attorneys, and is legally bound to be covered by provision of security by surety, with no geographic limitations.

5.2 HLT's liability for any loss is limited in terms of character and scope to the amount covered in HLT's prevailing liability insurance.

5.3 HLT is not liable for any indirect losses of the Client, including but not limited to loss of profits or opportunities.

5.4 HLT is not responsible for acts and/or omissions of any third parties instructed by HLT on behalf of the Client. The same applies to any third parties that the client has been referred to by the firm.

5.5 HLT is not responsible or liable for any loss that

may result in the event that the actual outcome of the case is not in accordance with the outcome that was expected based on HLT's evaluation of the case.

5.6 HLT shall not be held liable for any loss of the Client's managed funds as a result of bankruptcy or other conditions on the part of the bank. Please note that the banks' security fund does not guarantee for more than two million NOK in deposits per depositor (legal firm) per bank. A written agreement is required if HLT shall put effort to increase the degree of guarantee coverage for a Client's funds.

5.7 The Client loses its right to invoke any claim if the Client fails to provide the responsible lawyer with a written claim without undue delay after the Client discovered or could have discovered grounds for a claim.

6 HANDLING OF INFORMATION

6.1 The attorneys in HLT are legally forbidden to divulge entrusted secrets. In addition, the attorneys have the duty of treating any other information beyond that as confidential. In certain legally specified instances, there are exceptions to the Duty of Confidentiality.

6.2 Unless otherwise agreed, the attorneys of HLT are permitted to share information with other employees in the firm as long as it is necessary. The other employees in HLT have the same Duty of Confidentiality as the attorneys.

6.3 To the degree that it is necessary for the completion of the assignment, the Client agrees that personal information given on a voluntary basis, including sensitive personal information, shall be handled by the legal firm in accordance with the Personal Data Act (*Personopplysningsloven*). The information will only be communicated to other parties, such as the opposite party, the Court and public bodies, to the degree that is in accordance with the fulfilment of the assignment. The Client has the right to disclosure of information concerning the information being handled, along with the right to demand correction of faulty information. In accordance with the Personal Data Act, the Board for HLT is responsible for the handling of information. In the event of any questions concerning the handling of personal information, the responsible attorney can be contacted.

6.4 Please note that electronic data communication (e-mail, fax, etc.) generally suffer from



weaknesses that, under certain circumstances, can lead to unauthorized people gaining access to the communication. To the degree that confidentiality becomes necessary, it is possible to use certain security measures (incl. encryption and censorship) to hinder unauthorized access to such communication. If the Client sends unsecured electronic information to HLT, this will be taken into consideration in determining the need for confidentiality. HLT uses electronic communication (e-mail) as a way of communication in assignments. If the Client has any reservations to this mode of communication, HLT must be informed promptly.

- 6.5 Unless the Client makes an express reservation, HLT may make use of the Client's name as a reference in the firm's marketing.
- 6.6 HLT maintains all intellectual property rights to all documents etc. that are prepared by HLT in the course of the assignment.
- 6.7 HLT shall be responsible for archiving certain documents and information upon the conclusion of the assignment. HLT may keep copies of other case documents after the completion of the assignment, within the framework set up by law. The Client may pay to have copies made.

7 COMPLAINTS

- 7.1 In the event that the Client is dissatisfied with the execution of the assignment or with the calculation of fees, the Client is encouraged to immediately contact the responsible attorney or the firm's manager. HLT shall immediately evaluate the conditions of the complaint.
- 7.2 The Norwegian Bar Association's Disciplinary Commission (*disiplinærutvalg*) handles complaints concerning attorney practice that may be in conflict with the Regulations for Advocates (*Advokatforskriften*) or concerning attorneys demanding too high fees. As a rule, the complaint must be registered within six (6) months after the Client becomes aware, or should have become aware, about the basis for the complaint. The Disciplinary Commission has jurisdiction for giving criticism, for reprimanding and warning the attorney, and for reducing the demand for fees levelled on the Client. The decision of the Disciplinary Commission can be appealed to the Disciplinary Council (*Disiplinærnemnden*). For more information, contact the Secretary of the Norwegian Bar Association.