

## Advokatfirmaet BA-HR DA - ENGAGEMENT TERMS

### 1. Scope

These Engagement Terms regulate Advokatfirmaet BA-HR DA's ("BA-HR") provision of legal and other services under the Engagement.

### 2. The engagement

The Engagement shall be carried out as agreed, however, it can be varied or extended during the term of the Engagement.

BA-HR's assistance only includes legal issues subject to Norwegian law. Issues relating to tax law are not included unless this is specifically stated in the Engagement Letter.

### 3. BA-HR is the client's contracting party

All Engagements are considered as having been given to BA-HR, even when it is explicitly stated or assumed that the work is to be carried out by one or more specified persons within BA-HR. BA-HR is an apportioned liability partnership (DA) (org. no. 947 589 997), currently owned by partners of the company. Information on the number of partners and their names are listed in the Brønnøysund Register (Norwegian Register of Business Enterprises) and may be provided on request.

### 4. Material limitation of liability

The provision in clause 3 does not affect the allocation of liability and limitation on personal liability resulting from BA-HR's appointment of a lawyer to be in charge of each assignment, cf. § 232 of the Act relating to the Courts of Justice. Pursuant to the partnership agreement, the partners of the firm cannot be held liable with respect to any liability for damages the firm may incur as a result of its legal work, as long as at least one of the firm's lawyers is jointly and severally liable with the firm pursuant to § 232 first - fourth paragraph of the Act relating to the Courts of Justice.

The liability for damages for BA-HR and its partners with respect to each assignment is limited to a total of EUR 2 000 000 (two million euro). Alternatively equal to the total fee paid to BA-HR for the relevant assignment if this is higher.

BA-HR, its partners and employees are in no circumstances liable for indirect loss or consequential loss, including operating loss, loss of profit, loss of good-will, etc.

### 5. Invoicing

Unless otherwise agreed, BA-HR invoices in arrears each month. In the event of smaller amounts, invoicing will be on an infrequent basis. In the event of larger engagements and/or in special circumstances, invoicing will take place on a more frequent basis. BA-HR reserves the right to collect, at any time, advance payments and on-account payments even though these have not been specifically agreed upon.

The due date for payment is 14 days from the date of the invoice. Should there be any questions relating to the invoice, any indisputable amounts shall be paid by the due date.

Should the payment deadline not be complied with, BA-HR is entitled to:

- charge interest on overdue payments in accordance with the act on interest on overdue payment, calculated from the due date until payment takes place, with the addition of any debt-collection or recovery costs;
- cease to carry out any further work for the client, both in respect of the assignment in question and any other assignments; and
- exercise a right of retention with regard to case documents, papers, and files etc.

## **6. Fees and disbursements**

Unless otherwise agreed, the invoice amount shall be based on the nature of the Engagement, including its size, complexity, the need for specialist expertise, the values comprised by the Engagement, the result achieved, and the time spent on the Engagement. In events where the fee shall be determined based on accrued time and no other agreement is made, the fee will be based on BA-HR's at any time applicable hourly rates.

All disbursements and expenses relating to the Engagement will be invoiced separately at cost.

In addition to fees and disbursements, value added tax is charged on the amount according to the rates stated in current legislation. All fees stated to, or agreed with, clients other than private individuals are excluding VAT.

BA-HR adjusts its hourly rates annually. The adjusted rates will apply from the date the adjustment takes effect and will also apply to on-going assignments unless otherwise agreed.

An estimate of fees is only an indication based on information received, exclusive VAT and other expenses, and is non-binding.

## **7. Conflicts of interest**

Within the framework of the current law and ethical code for Norwegian lawyers and observing BA-HR's duty of confidentiality with regard to documents and information received, the following applies:

- BA-HR shall only act for one client in any one matter (or act for a group of clients sharing the same interest). However, this does not apply to matters where BA-HR has explicitly made the reservation to work on a non-exclusive basis for the client in question.
- An assignment for a client in one matter does not prevent BA-HR from accepting assignments against the same client in another case for a different client, unless this would be inappropriate.
- An assignment for a client does not prevent BA-HR from accepting assignments from other clients who the former client perceives to be competitors.
- If BA-HR is retained as a subcontractor for services to someone's own client, this does not prevent BA-HR from accepting assignments against this client even if the client in question has instructed BA-HR directly in connection with BA-HR's subcontract.

- A client expecting BA-HR to treat several or all the companies in a group as a client in respect of conflict of interest in connection with an Engagement must request this expectation to be integrated into the engagement agreement before BA-HR takes on the Engagement and list the names of the companies to be regarded as clients. The mentioned companies are thus jointly responsible for covering BA-HR's fees.

## **8. Confidentiality obligations and limitations**

BA-HR and each employee of BA-HR individually are subject to duty of confidentiality, as regulated by law. Unless otherwise is specifically agreed or required by mandatory statutory provisions, BA-HR's clients have agreed that confidential information, including personal data, may be shared with other partners and employees of the firm.

If BA-HR acts on behalf of several parties with common interest in one matter, BA-HR's clients are deemed to have simultaneously agreed to pass on relevant information, including any personal data, to the other clients in the same matter.

In engagement of external advisors the client consents to BA-HR's transfer of necessary information, including any personal data, to the external advisor. This is also applicable if the advisor is located outside the EU/EEA and applies regardless whether the advisor is engaged by BA-HR, the client or someone acting on behalf of the client.

## **9. Personal data**

When engaged to perform legal services, BA-HR is considered as data controller as defined in the Norwegian Data Protection act.

Assignments may involve transfer of personal data from the client to the firm. The client is responsible for transferring any personal data in accordance with the Data Protection Act. BA-HR is then responsible for further management of the personal data. The personal data shall be managed as a part of the assignment, as further described in the engagement letter and other written instructions from the client. The management, including requirements on security, auditing, disclosure and transfer, is subject to the Data Protection Act. The personal data may be disclosed to a third party if necessary in order to fulfil the assignment. Such third parties may be located outside the EU/EEA. See also item 8.

Upon assignments not classified as legal services, the client is considered as data controller. BA-HR is in such matters considered as a data processor and may engage subcontractors. The client is responsible for defining the purpose of personal data processing and instructions for such. Unless otherwise is agreed, BA-HR shall process personal data as set out herein or in a manner that is required to fulfil the assignment. In the event that the client chooses to make the personal data available in any other way, for example through a virtual data site, BA-HR is subject to the terms and conditions applicable for such arrangement. The client is responsible for notifying the Norwegian Data Protection Authority of any discrepancies. Upon request for inspection pursuant to Section 18 of the Data Protection Act, BA-HR shall assist the client as required, however subject to confidentiality.

## **10. Communication protection regarding e-mails**

The client agrees that e-mail correspondence will be used, also in regard to communication which contains confidential information. BA-HR will normally use the TLS standard in its e-mail correspondence. Provided that the recipient's or the sender's systems use and accept the TLS standard, e-mails to and from BA-HR will normally be encrypted. If the recipient's or the sender's system does not use and accept the TLS standard and the use of other encryption is not agreed upon, the e-mail correspondence will not be encrypted. Use of other encryption must be agreed separately.

## **11. Hiring of other advisors outside BA-HR**

In connection with some assignments, it may be necessary or advisable to hire other advisors outside BA-HR, for example auditors or lawyers in other jurisdictions. Should this situation arise, BA-HR will discuss this matter with the client, including the question of who should be hired. The client will itself be the principal in relation to such external advisors, even if these advisors for practical reasons address their invoices to BA-HR. Any external advisors are themselves liable to the client, and therefore BA-HR accepts no liability for any external advisors or advices based on such external advisors.

## **12. Copyright**

BA-HR retains the copyright to the materials (documents, files and other materials protected by the law of copyright) that are prepared by BA-HR in connection with the individual assignment.

Following receipt of payment in accordance with paragraphs 5 and 6 of these terms, the client acquires a "free of charge" right to use materials prepared by BA-HR on the client's behalf for the purpose agreed upon or presupposed.

## **13. BA-HR's filing**

Documents in the possession of BA-HR (whether these have been received or prepared by BA-HR) will be stored by BA-HR for a period of ten years after completion of the individual assignment. The documents will then be destroyed without prior notification to the client. At the client's request case documents will be returned to the client on completion of the assignment.

## **14. Right to lodge complaints**

The client is entitled to an assessment whether the Engagement has been performed in compliance with the code of ethics for Norwegian lawyers. The client may also submit a complaint with respect to the fee. Any disciplinary committee, however, may not evaluate the quality of the work.

As a main rule, the closing date for submitting a claim is six months, calculated from the time the complainant was made aware of, or should have been aware of the circumstances the complaint is based on. Should the lawyer be a member of the Norwegian Bar Association, the complaint will in first instance be handled by one of the seven regional disciplinary committees of the Norwegian Bar Association, the Disciplinary Council being the appellate body. Complaints on any other attorney will be handled by the Disciplinary Council as the only authority, unless the authority himself wishes the Norwegian Bar Association's disciplinary committee to handle the complaint.

The regulations on The Code of Ethics for Lawyers and more detailed information with respect to the right to lodge complaints, may be found on the Internet pages of the Norwegian Bar Association: [www.jus.no](http://www.jus.no).

## **15. Identification control**

In accordance with the act on money laundering, a company certificate or copy of identification papers of the client will be required prior to commencing the Engagement. The information will be retained and destroyed in accordance with the provisions of the act.

In the event of Engagement communicated through any person other than the client, mandatory identification control of the client will take place, pursuant to statutory law, unless the advisor himself is subject to an identity control pursuant to relevant law, and a written agreement is entered in to stating that the advisor execute the identification control of the client on behalf of BA-HR.

## **16. Choice of law, jurisdiction and dispute resolution**

Any clarifications and/or disputes between BA-HR and the client may be discussed with the partner responsible for the Engagement or the partner responsible for the client and/or with BA-HR's managing partner.

The Engagement, the engagement letter and these engagement terms are subject to Norwegian law.

Any disputes relating to the Engagement, the engagement letter or these engagement terms are subject to Norwegian law, and shall be subject to the exclusive jurisdiction of the courts of Norway. Oslo shall be the exclusive venue for bringing suit, provided that BA-HR reserves the right to choose to bring an action in the client's ordinary court of domicile.

## **17. Changes to the engagement terms**

BA-HR is entitled to change these engagement terms with immediate effect.

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