

GENERAL TERMS AND CONDITIONS FOR ENGAGEMENTS FOR THE LAW FIRM OF SELAND ORWALL DA

1. Introduction

The Law Firm of Seland Orwall DA ("Seland Orwall") will strive to protect the Client's interests in the best possible manner. Engagements will be performed in accordance with our Letter of Engagement, internal case handling procedures, Courts of Justice act, Regulations for Advocates, The Code of Conduct for Lawyers and other relevant regulations.

All attorneys and assistant attorneys associated with Seland Orwall have a licence or authorisation to practice as a lawyer in Norway issued by the Supervisory Council for Legal Practice. All attorneys and assistant attorneys are members of the Norwegian Bar Association and are thus subject to the Norwegian Bar Association's special decisions and schemes for compulsory continuing education and handling of disciplinary complaints.

These general terms and conditions apply to all assignments that Seland Orwall's attorneys or employees undertake or perform in accordance with the written confirmation of assignment with description of the assignment ("Confirmation of Assignment").

These general terms and conditions are handed over to the Client upon the establishment of the assignment, or made available to the Client by a referral to the web page where the general terms and conditions are found. The terms are considered accepted by the Client unless notice is given to the responsible attorney within a reasonable time that the terms are not accepted.

Unless otherwise agreed, the terms and conditions will also apply to repeat assignments for the same Client.

All capitalised terms and expressions shall have the same meaning as defined in the Confirmation of Assignment, unless otherwise explicitly set forth herein.

2. Establishing the engagement

Before an engagement is established, it will be clarified whether there is a conflict of interest or other circumstances which mean that Seland Orwall cannot or should not accept the engagement. The same will be done in established engagements if new opposing parties enter the case.

If consideration for the Client indicates it and it is found to be justifiable, the work may be commenced before the clarification has been completed. In that event, we will reserve our rights with respect to the Client regarding completion of the conflict of interest clarification and the possibility that this may lead to having to withdraw from the engagement.

In accordance with the Anti-Money Laundering Act, customer due diligence measures must be taken with identity verification. The Client is obliged to contribute to the implementation of customer due diligence measures. Be aware that if there is suspicion that transactions are related to the proceeds of a criminal offence, etc., Seland Orwall is obliged to inform ØKOKRIM about this, without any obligation to notify the Client or third parties.

In addition, when establishing an engagement, a written engagement confirmation will be provided with the engagement identified ("Confirmation of Assignment"). Such written confirmation will not be provided for minor engagements where the work on preparing the confirmation will be disproportionate in relation to the nature of the engagement, and especially where the engagement is concluded simultaneously with the enquiry to our firm.

3. Performance of the assignment

The better the matter is clarified and prepared on the part of the Client, the more effectively we will be able to work. This will have significance for the size of the fee and it may have significance for the outcome of the matter.

All enquiries to and from the opposing party shall normally be made by or to us, and the Client must inform us immediately of any direct enquiries from the opposing party or the opposing party's lawyer. The Client will be sent copies of all relevant correspondence from and to our office in the matter. These should be kept, as later copying of these will result in expenses that will be billed to the Client.

There will be a lawyer in charge of the matter for all engagements. The person who is the lawyer in charge will be indicated on the first page of the Confirmation of Assignment, as well as e-mails and letters from us about the matter. All work will be performed at the responsibility of the lawyer in charge. The lawyer in charge will ensure that the work is performed in a satisfactory manner for the Client, including assessing whether parts of the engagement most appropriately should be performed by other partners/employees.

The description of the assignment is stated in the Confirmation of Assignment, supplemented by the agreements arising from oral or written correspondence. In the event of a significant change to the assignment, the Client shall receive an updated Confirmation of Assignment.

The engagement will be concluded when tasks described in the engagement confirmation have been completed. Upon conclusion of an engagement as described in the engagement confirmation, Seland Orwall will have no responsibility for further follow-up on any matters on behalf of the Client. The Client may give Seland Orwall a new engagement which will be confirmed in writing by a Confirmation of Assignment.

4. Fee

Engagements will generally be billed according to a fixed hourly rate and recorded time spent. Other billing methods must be agreed specially, including any fixed price for an engagement or estimated billing based on an overall assessment of all relevant circumstances in the matter.

The minimum unit of time is 15 minutes and is calculated from the time of the first consultation.

When determining the final fee, the responsible attorney 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 in accordance with the attorney's experience and expertise. The fee shall be in reasonable proportion to the assignment and the work performed by the attorney and the rest of Seland Orwall's employees.

The Client is liable to cover court fees, the costs for expert witnesses and other costs incurred in a

legal process. The Client is also liable to cover the opponent's legal costs if these are imposed. Legal costs will often, but not always, be charged to the losing party.

Seland Orwall's fee claim against the Client is not limited by the Client being awarded less in compensation for legal costs than the face value of the fee claim.

Statutory limitations in the Client's right to claim compensation for legal aid costs from the opponent do not limit Seland Orwall's fee claim against the Client. Such limitations have been determined in cases before the Conciliation Board and in small claims processes, among other things.

Seland Orwall reserves the right to revise fee rates and other rates annually.

5. Billing and payment

The hours spent and/or the fee, as well as any direct outlays, will normally be billed monthly. Major outlays will generally be passed on and billed immediately upon the outlay having taken place.

All invoices fall due for payment in 10 days. In the event of late payment, interest on arrears will accrue pursuant to the provisions of the Norwegian Act relating to Interest on Overdue Payments, etc. If payment of an invoice does not occur by the due date and notice has been given of the failure to pay, Seland Orwall may give notice that the engagement is being ended.

A specified overview of the work performed, expenditures, etc., is attached to the invoice.

6. Outlays

Direct expenses that accrue in the matter, including fees applicable at any time, obtaining expert opinions, travel accommodation and meals in the performance of the engagement, will be billed to the Client in addition to the fee. The same applies to expenses for copying, postage, messenger service and the like.

Outlays for which the Client is responsible shall be clarified with the Client before they are incurred, unless expenses are mentioned in the engagement letter or are necessary in order to protect the Client's interests and the Client's consent cannot be obtained in advance. Onward invoicing of the expenditures may incur VAT expenses.

7. Free legal aid

Under the Norwegian Free Legal Aid Act, in certain cases a right to legal assistance can be granted that is covered by the government. The precondition is that a person is below the Free Legal Aid Act's income and asset limits, which from 1 January 2009 are NOK 246,000 for individuals/NOK 369,000 for spouses/cohabitants and NOK 100,000, respectively. The County Governor may make exceptions to the limits in certain instances. Further information about free legal aid may be obtained from the County Governor or at our office. If free legal aid might be involved, this should be brought up for clarification with us as soon as possible.

8. Legal expenses insurance

The Client is encouraged to clarify as soon as possible whether there is legal expenses insurance in the Client's existing insurance arrangements (private insurance policies and collective insurance

policies)

The work will be billed to the Client according to the agreed fee calculation principles. The Client may request to have the fee covered by the insurance company according to the terms of the policy, with the exception of the excess/deductible. It is emphasised that our fee is not limited to the amount the insurance company is willing to cover. The Client is fully responsible for the fee.

9. Client's nonfulfilment

If the Client fails to pay any outstanding invoice within 14 days following the due date, and the amount can not be considered insignificant, we may stop any further actions in the assignment. Stoppage may not be imposed if the Client will risk a disproportionate loss of legal rights. Stoppage is imposed following a written notice to the Client, and the Client shall then also be made aware of any deadlines that may not be met as a consequence of the stoppage.

If outstanding invoices is not settled within 14 days after a notice of stoppage is sent, Seland Orwall has the right to relinquish the assignment. A written notice shall be given when the assignment is relinquished.

Seland Orwall has furthermore the right to relinquish an assignment if

- we receive incorrect or incomplete information,
- the Client will not follow the lawyer's advice in the case;
- the Client does not pay on account for work done and / or costs incurred on request
- the Client causes or contributes to disclosure in violation of the attorney's request to refrain from such disclosure; or
- that such circumstances occur that it cannot reasonably be required for the lawyer to continue the assignment

Regulations on default of payment applies correspondingly to any default of payment arising from a company in the same group of companies as the Client.

10. Liability

Seland Orwall, its partners and employees are liable pursuant to the general rules on lawyers' professional responsibility and are covered by the legally- prescribed provision of security for performance of legal representation, which applies without geographic limitation. However, the liability of Seland Orwall, its partners and employees is limited.

If an error by Seland Orwall and/or a lawyer responsible for the matter that is demonstrated and clearly proven on a balance of probabilities has caused the Client a documented direct financial loss, financial liability for Seland Orwall and/or the lawyer responsible for the matter is limited under any circumstance to the amount Seland Orwall's liability insurance covers at all times. Seland Orwall and/or the lawyer responsible for the matter is not liable for indirect loss, including lost profit, or consequential damages.

Seland Orwall, its partners and employees are not liable for errors committed by advisers referred by Seland Orwall, nor are they liable for sub-contractors to which Seland Orwall, as agreed with the Client, has entrusted parts of the performance of the engagement.

Seland Orwall, its partners and employees are not liable for loss as a result of the matter's result not

corresponding with the assessment of the matter's possible outcomes which Seland Orwall has provided in advance.

Seland Orwall, its partners and employees are not liable for loss of administered client funds as a result of bankruptcy or other circumstances on the part of the bank. Seland Orwall notes that the banks' security fund does not guarantee more than NOK 2 million in deposits per depositor (law firm) per bank. Seland Orwall will take measures that may increase the extent of guaranty coverage for the Client's funds only upon special agreement.

The provisions in this section do not alter the channelling of liability and personal liability limitation which result from Seland Orwall's designation of a lawyer responsible for the matter for each engagement, see Section 232 of the Norwegian Courts of Justice Act. Under the partnership agreement, the company's partners have no liability as participants for liability for damages which the company may incur during legal representation when at least one of the company's lawyers is jointly and severally liable with the company under Section 232, first through fourth paragraphs, of the Courts of Justice Act.

11. Processing information

Lawyers have an obligation to keep confidential and secret the information they acquire in a matter, with the exceptions stated in law (for example, the Norwegian Money Laundering Act). All employees in the firm have authorised access to the information to the extent this is permitted under the confidentiality obligation and have signed a written confidentiality declaration.

To the extent necessary for the fulfilment of the assignment, Seland Orwall 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 this is necessary for the assignment. The Client has the right to access information about the processed information, as well as the right to demand the correction of defective information. Pursuant to the Personal Data Act, the data controller is Seland Orwall's general manager and in case of questions about our processing of personal data, a responsible attorney can be contacted. Refer also to the processing of personal data in Seland Orwall's privacy statement: <https://www.selandorwall.no/en/personvern>.

Seland Orwall points out that electronic data communication generally suffers from weaknesses, which means that unauthorised persons under the given conditions may gain access. To the extent that confidentiality is required, security measures (including encryption and censor strips) may be taken to prevent unauthorised access such communication. Unless otherwise indicated in the Confirmation of Assignment or specific written information, the parties agree that unsecured e-mail may be used in ordinary correspondence.

At the conclusion of the assignment, any original documents in the case will be returned to the Client or shredded according to further agreement. Seland Orwall is obliged to store certain documents and information at the end of the assignment. Seland Orwall may also retain copies of other case documents at the end of the assignment, within the framework of the law. Copies may be provided for a fee.

12. Copyrights

Unless otherwise expressly agreed, Seland Orwall retains all rights - including copyrights – to all

material prepared by Seland Orwall. This applies whether such material is in paper or electronic form and whether it has been prepared prior to or in connection with the individual engagement. However, the Client may use the material for its own use for the purposes involved in the engagement.

13. Right to complain

If the Client is dissatisfied with the performance of the assignment or the fee calculation, the Client is requested to raise this matter immediately with the responsible attorney or the general manager. Seland Orwall will immediately consider the complaint.

It may be determined whether the engagement has been performed in accordance with ethical principles for lawyers. A complaint may also be made if the Client is dissatisfied with the size of the fee. As a general rule, the quality of work cannot be assessed by the disciplinary bodies.

The deadline for submitting a complaint is generally 6 months. This runs from the time the complainant knew or should have known of the circumstances on which the complaint is based. The complaint is considered by the Norwegian Bar Association's Regional Disciplinary Council for the Oslo district in the first instance. A decision from the Disciplinary Committee may be appealed to the Disciplinary Committee.

The Norwegian Code of Conduct for Lawyers and specific information about the complaint scheme will be found on the website of the Norwegian Bar Association at www.advokatforeningen.no.

14. Governing law and dispute resolution

Seland Orwall will strive to settle any dispute through a mutual agreement. If a mutual agreement cannot be reached, disputes may be brought before the ordinary courts of Norway. The agreed legal venue is Oslo District Court (Oslo tingrett).

Disputes related to the assignment are settled under Norwegian law.

15. Revision of engagement terms and conditions:

Our general terms and conditions for engagements will normally be revised once a year and otherwise whenever a special need for this may arise. Changes to the Client's disadvantage, which are not necessary due to binding regulations, can only become effective after one month's notice.

Oslo, January 2020