

## GENERAL TERMS OF BUSINESS FOR SVENSSON NØKLEBY ADVOKATFIRMA ANS

### 1 The Client

The Client is the entity that has contacted Svensson Nøkleby Advokatfirma ANS (SN) with an inquiry. When the inquiry is made on behalf of a business enterprise, the person that contacted us shall guarantee that s/he has the necessary authorisations and shall vouch for the necessary flow of information in his/her own organisation. Svensson Nøkleby (SN) shall deal with the person who made the inquiry on behalf of the Client unless otherwise agreed. Unless otherwise clearly stated in the Letter of Engagement, SN reserves the right to contact the Client's management in respect of the engagement and, if necessary, without advance notification to the person that made the inquiry to SN.

### 2 Engagement

The Engagement includes and is limited to what has been specified in the Letter of Engagement from SN to the Client.

### 3 Performance of the Engagement

The lawyer in SN who is responsible for the engagement in relation to the Client is specified in the Letter of Engagement. SN reserves the right to use other lawyers/employees to assist the matter responsible lawyer when this is beneficial based on professional, financial or capacity-wise considerations, and provided that this does not result in an increased financial charge to the Client.

We will communicate with the Client's employees, partners, or advisors as deemed appropriate for each specific engagement and situation. If the engagement requires special confidentiality or if specific persons have the authority to discuss the matter, we need to be notified before the work on the engagement begins.

We assume that the Client accepts communication via email, despite it not being a 100% secure communication method and that information may be lost or misdirected. If email communication is not desired, please inform us as soon as possible and preferably before the work on the engagement begins.

SN will perform the engagement within prudent professional, financial and time frames. This is conditional on the Client providing all necessary information in connection with the matter as soon as possible upon request from SN.

The Client will receive a copy of all correspondence in the matter and will be informed of the progress of the engagement.

### 4 Confidentiality and Reporting

SN has a statutory duty of confidentiality and will not

disclose confidential information received from the Client unless instructed otherwise. SN assumes that confidentiality towards the Client does not prevent that information about the engagement is shared with other lawyers/employees in SN.

SN will not use external assistance for handling the engagement unless agreed in advance with the Client. If external assistance is used, SN assumes that the Client will exempt SN from confidentiality to the extent necessary. SN also assumes that the Client will exempt SN from confidentiality to the extent inquiries to external parties are necessary for the performance of the engagement.

When information about the case is given to external parties, SN will emphasise the importance of discretion to the party concerned.

In accordance with the Anti-Money Laundering Act, a certificate of incorporation or a copy of identification documents will be obtained before work on the engagement can begin. The information will be stored and deleted in accordance with legal provisions. In addition to verifying the identity of our clients, we are required to assess the transactions in which we participate with planning or execution.

### 5 Protection of Personal Data

To the extent necessary for the performance of the engagement, SN will process personal data received or collected from the Client or the Client's contact person, including special categories of personal data, if necessary, in accordance with the Norwegian Personal Data Act and other relevant regulations and with SN's privacy statement.

Personal data may be transferred and disclosed to other parties, such as counterparts, courts, public authorities, and other partners, if necessary for the execution of the engagement or to fulfill legal obligations.

SN will also use the Client's contact information to send newsletters, information about seminars, lectures, and other events, etc. Such mailings may also occur after the engagement is completed. Recipients of our mailings can always opt out of future mailings by unsubscribing from the distribution list.

The Client has the right to access and obtain information about the processed data and to request correction and deletion of their personal data under certain circumstances.

The data controller according to the data protection legislation is SN through the managing partner. For questions about our processing of personal data, the

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responsible lawyer or managing partner can be contacted. Please also refer to the privacy statement on our website: <https://www.svenssonnogleby.no/no/personvernerklaring>

### 6 Conflict of Interest

If, due to information that emerges in the matter after SN has undertaken an engagement, a conflict of interest arises concerning SN's other clients or connections, SN may withdraw from the engagement without any other justification than the occurrence of a conflict of interest.

### 7 Fees and Expenses

Unless otherwise stated in the Letter of Engagement, SN will calculate our fees based on time spent on the engagement. The minimum time unit is 15 minutes.

When calculating fees, we also adjust for the experience and qualifications of the lawyers involved, the nature and complexity of the case, the values involved, results achieved, and the urgency of the matter.

The Client is obligated to pay fees and expenses for the services provided by SN, regardless of the outcome of the matter and regardless of whether the engagement is completed.

In addition to fees and expenses, any applicable VAT will be added according to the prevailing regulations. All fees quoted to or agreed upon with clients other than private individuals are exclusive of VAT.

SN's hourly rates are subject to annual adjustment, typically from January 1st. The new hourly rates will apply from the date of adjustment, also for ongoing engagements unless otherwise agreed.

All expenses and costs incurred in connection with the performance of the engagement, such as court fees, expert opinions, travel, accommodation, and meals, will be charged to the Client in addition to the fees.

An estimate for fees is only an indication based on the received information of what our services, excluding VAT and expenses, are likely to cost and it is not binding.

### 8 Invoicing

Unless otherwise agreed, SN normally invoices monthly in arrears for work performed and for costs as per clause 7. Completed engagements are invoiced upon conclusion.

Costs incurred for travel, etc., can be invoiced when incurred. Costs related to external fees, etc., exceeding NOK 2,000 may be invoiced in advance. All invoices are due for payment within 14 days of the date of the invoice.

Please inform us if the Client has specific invoicing preferences, so that we can consider them before starting work. SN reserves the right to require advance payment and/or an on-account amount even if not specifically agreed upon. A request for advance payment should not be understood as an estimate or cap for our fees. Payments can be offset against any invoice we have sent the Client, except where payments were made for a specific purpose.

If payment is not received within the due date, SN may

- charge interest on late payments according to the Act on Interest on Late Payments, from the due date until payment is made, plus any collection and enforcement costs,
- suspend all work on engagements for the Client, both with regard to the current engagement and other engagements, and/or
- Exercise a lien on received case documents, files, etc.

### 9 Legal Aid and Insurance

The lawyer in SN will investigate the Client's options for covering legal expenses through the Client's own insurance arrangements or through public legal aid. This requires the Client to provide necessary information about insurance and financial circumstances.

Coverage of legal aid through insurance is a reimbursement arrangement. SN is entitled to current payments from the Client through regular invoicing.

### 10 Intellectual Property Rights

SN retains all rights, including copyright, to all material prepared in any form in connection with a matter, unless otherwise specially agreed in writing. The Client is assumed to use the material only in connection with the matter to which the work pertains.

### 11 Documents and Archiving

As a starting point, SN will retain case documents for up to 10 years after the conclusion of the individual engagement, unless the engagement or the documents indicate that they should be retained for longer. The documents will then be shredded/deleted without prior notice or notification to the Client. This applies to all files and documents retained by us except for documents we deposit, typically wills and similar documentation.

### 12 Responsibility for outcome / follow-up

SN will perform our services to the best of our ability and in accordance with the rules for professional conduct. SN and/or the matter-responsible lawyer do not guarantee that the performance of the engagement will lead to the

## GENERAL TERMS OF BUSINESS FOR SVENSSON NØKLEBY ADVOKATFIRMA ANS

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result anticipated by the Client. The Client is aware of the rules that legal costs for the opposing party may be imposed if a case is wholly or partly lost and that the Client is responsible for payments to SN regardless of how the question of costs of the proceedings is decided.

After the engagement described in the Letter of Engagement is completed and/or concluded, SN is not responsible for further follow-up of any matters on behalf of the Client until a new engagement has been agreed with a subsequent Letter of Engagement.

### 13 Limitation of Liability

For SN, a liability limitation agreement according to Section 232, fifth paragraph of the Norwegian Courts Act, applies, so there is no participant liability for compensation that the firm incurs during legal practice, as long as at least one of the firm's lawyers is jointly liable with the firm.

### 14 Conclusion of Engagement

If a disagreement arises between the Client and SN regarding the performance of the engagement, or if a conflict arises between SN and the Client for other reasons, SN may withdraw from the engagement with immediate effect. However, SN will complete what cannot be postponed without the Client suffering loss of legal rights.

To the extent possible, SN will notify the Client with information that we have withdrawn from the engagement prior to informing a third party.

### 15 Complaints

The Client has the right to file a complaint if they believe the engagement does not meet professional or ethical standards, if they disagree with the

calculation of the fees in the matter, or if they are dissatisfied with the way the engagement is followed up or with the treatment they receive from SN. We will address a complaint, conduct thorough investigations, and provide the Client with prompt feedback.

A complaint should be in writing and addressed to the managing partner at SN, who is responsible for quality oversight.

The complaint can also be directed to the Disciplinary Committee of the Norwegian Bar Association. As a general rule, there is a six-month complaint period. This period runs from the time the complainant became or should have become aware of the circumstances on which the complaint is based.

### 16 Dispute Resolution

The Client and SN shall seek to resolve any disputes between them through an arbitrator appointed by the Chief Local Judge of Oslo (Sorenskriveren i Oslo tingrett). If the parties do not reach an agreement, Oslo District Court (Oslo tingrett) is accepted as the legal venue.