

## GENERAL TERMS AND CONDITIONS

### Haver Advokatfirma Ans

#### 1. THE ASSIGNMENT

Haver Advokatfirma ANS' (Henceforth Haver) purpose is to provide high quality legal assistance for our clients and to execute their assignments in the best possible manner.

Haver will, unless otherwise agreed in writing, carry out the assignment in accordance with the letter of contract and these general terms and conditions. Additionally, current laws and regulations concerning the discharge of law practices in Norway, including the "Code of ethics for solicitors", regulates the firm's conduct. The letter of contract states the assignment Haver has undertaken responsibility for, and which solicitor Haver has assigned to discharge that responsibility.

#### 2. DUTY OF CONFIDENTIALITY

Solicitors are duty bound to silence and discretion concerning matters/information confided to him/her in connection with the assignment. The solicitor, nonetheless, must share relevant information, concerning the assignment, to experts and other resources whom renders assistance, herewith legal aid.

#### 3. CONFLICTS OF INTEREST

For Haver to assess its compliance with section 3.2 of "the Solicitor act" (Advokatforskriften), the client must volunteer to the assigned solicitor all information pertinent to the assignment, the opposing party/parties, and other interested parties. Haver reserves the right to terminate the assignment if a conflict, with said act, should arise at the present, or future, stage.

#### 4. CLIENT CORRESPONDENCE

Haver will appropriately inform the client of all correspondence, pertinent to the assignment, which is sent or received by the assigned solicitor. The client will receive copies of all letters and normally

be presented with, and asked to comment on, any summons/notices to defend, letters filing or responding to claims. The solicitor decides which formulations and arguments to apply after hearing the client. The client is obliged to produce, or aid in producing, all information required by the solicitor and/or information the client finds relevant to the assignment, including confidential material and business secrets. In absence of said contribution, from the client, the solicitor cannot execute the assignment satisfactorily, and extra expenditure and/or delay in progress may incur.

#### 5. PROGRESS

The solicitor states the assignment's expected progress in the letter of contract, and actively follows this up throughout by, for instance, sending reminders to the opposite party. The solicitor will inform the client of changes to the expected progress, stating cause and expected delay. Actions made by the opposite party may prolong or delay progress, and thus increase the assignment's costs.

#### 6. LIMITATION OF LIABILITY

Haver has, by law, put up compulsory security for the liability in damages the solicitor may incur whilst practising law. In addition, Haver has taken out a professional indemnity insurance policy covering a limited amount, presently at NOK eight million, of liability in damages for the firm and the firm's solicitors. Haver may take out extra liability coverage in agreement with the client. If no extra coverage is taken out, the solicitor's liability is limited up to NOK eight million, unless his/her conduct have been grossly negligent or with intent.

Haver holds no liability for indirect loss or consequential damages, herewith operational loss, loss of data, loss of profits, loss of goodwill, etc.

The solicitor has no liability for the assignment's outcome nor for the quality of external assistance.

## 7. SOLICITOR'S FEE AND OTHER EXPENSES

The solicitor will charge a fee for executing the assignment. The fee shall cover expenses for salary, rent, phone bills, etc. and rental/depreciation of machinery and other fixed office costs.

Time rendered is, according to the Code of ethics for solicitors, an essential factor when calculating the fee. However, Haver may also consider the assignment's complexity, importance and outcome when calculating the fee.

Hourly rates varies according to which resources are utilised. The assigned solicitor may have used a secretary, a staff solicitor, an associate or another solicitor to resolve specific tasks. In addition, comes expenses for paper copies, external assistance, shipments by courier, travel, etc. The invoice specifies additional expenses separately from the fee. Upon request from the client, Haver will give further explanation/description of how the firm has calculated the fee. The solicitor's fee and other expenses are subject to value added tax at the current rate of 25%

## 8. HOURLY RATES

Haver will base the fee on the solicitor's registered timesheets, if the contracted method for settlement is based on time rendered. The timesheets details how the time has been disposed. The letter of contract states the agreed hourly rate.

## 9. INVOICING

Unless otherwise stated in the letter of contract, Haver will invoice fees and expenses rendered every second month with payment due within 14 days.

Overdue payments will incur default interest, in accordance with the "Act Regarding Interest on Overdue Payments" (Lov om renter ved forsinket betaling). Haver will send a concluding invoice by the assignment's end. The solicitor may suspend all work on, and retain possession of any documents relating to, the assignment until due payment is received. Haver may offset payments due against funds deposited into the firm's client account.

## 10. ADVANCE PAYMENT

Haver may require an advance payment into the client account, for coverage of fees and expenses, before work commences. Further advance payments may also be required as work on the assignment progresses. Until Haver has received the advance payment, the solicitor is not obliged to perform any tasks, except for those necessary to maintain the client's legal rights.

## 11. LEGAL EXPENSE INSURANCE

The client's legal expenses may be, in part or in total, covered by his/her insurance policies. It is, therefore, important for the client to inform, the solicitor, of any policies he/she might hold. The solicitor will then confer with the insurer whether the policy covers legal expenses connected to the assignment, and provide assistance in setting forward an eventual claim after the assignment's conclusion. A granted claim does not exempt the client from due payment of invoiced fees and expenses.

## 12. LEGAL COSTS

There are risks attached to the assignment's outcome and, generally, the solicitor carries no responsibility. If a court ruling concludes the assignment, the court may award legal costs. The general rule state that the unsuccessful party must compensate the successful party's legal costs. Therefore, the unsuccessful party's legal costs may become the double, and maybe more, of his/her solicitor's fee. However, the general rule, awarding legal costs to the successful party, holds many exemptions that the court administers at its discretion. In cases brought before the Court of conciliation and in small claims cases (claims under NOK. 125.000,-) there are considerable caps on the amount of legal costs that may be awarded against the unsuccessful party. The client may risk having to cover his/her own legal costs even if the court rules in his/her favour. If successful but awarded only a share of the legal costs, the client is still obliged to pay in full the solicitor's fee and expenses.

## 13. COMPLAINTS – DISCIPLINARY COMMISSION

If the client has objections to the fee's amount or to the solicitor's conduct; the client may file a complaint with the Norwegian Bar Association's Disciplinary Commission. The complaint should be



forwarded to the following address:  
Disiplinærutvalget for Rogaland og Vest  
Agder krets, Den norske Advokatforening  
v/Sekreterariatet, Kristian Augustus gate 9,  
0164 OSLO. The client may also contact  
the Commission on the following phone  
number: +47 22 03 50 50.

The Disciplinary Commission will evaluate  
whether the solicitor's conduct has been in  
breach of "the code of ethics for solicitors"  
and if the solicitor's fee has been too high.  
The term of appeal is 6 months and runs  
from the time the client became, or should  
have become, aware of the founding  
causes for the complaint.

Please visit The Norwegian Bar  
Association's homepage at  
<http://www.advokatforeningen.no/>, see  
"Advokatetikk", for further information on  
the "Code of ethics for solicitors" and the  
complaints scheme.

#### 14. TERMINATION OF CONTRACT

Pending written termination of the contract,  
the client may orally excuse the solicitor  
from the assignment at any time.

The solicitor may excuse himself/herself  
from the assignment if, the client produces  
incomplete or incorrect information, the  
client ignores the solicitor's advice, the  
client defaults on payment and/or  
circumstances arise wherein it would be  
unreasonable to expect further pursuit of  
the assignment by the solicitor.

Regardless of reason, the solicitor is still  
obliged to conclude tasks' vital to  
preventing loss of legal rights for the client.  
Haver shall invoice the client for all tasks  
completed and expenses accrued prior  
and up to the termination of the  
assignment.

#### 15. DOCUMENTS ON FILE

Haver will keep on file the assignment's  
documents for a ten-year period, and then  
destroy them. The client keeps the  
originals of all documents' establishing  
legal rights, and Haver will keep on file  
only copies of said documents during the  
ten-year period. The client, therefore, must  
independently provide suitable filing of  
his/her original, and other, case  
documents.

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