



## **TERMS OF ENGAGEMENT**

In addition to the conditions of the confirmation of assignment, the following terms of engagement regulate legal services provided by Advokatfirmaet CLP DA (CLP):

### **[1] THE ASSIGNMENT**

The assignment is described in the confirmation of assignment. The assignment can be subsequently varied or extended.

CLP's assistance only covers advice on Norwegian law matters. CLP's assistance will not include issues relating to tax law unless this is specifically stated in the confirmation of assignment.

### **[2] CLP IS THE CLIENT'S CONTRACTING PARTY**

CLP is the contracting party in all assignments for the client, even when it is explicitly stated or assumed that the work shall be carried out by one or more specified persons within CLP. CLP is a partnership with pro rata liability (DA) (org. no. 991 341 129).

The above paragraph is not intended to amend or extend the liability and limitation of personal liability resulting from CLP's appointment of one lawyer to be in charge of each matter in accordance with section 232 of the Norwegian Courts of Justice Act (Act of 13 August 1915 no. 5). Under the partnership agreement, CLP's partners cannot be held liable in respect of any liability the firm may incur as a result of its legal services, provided that at least one of the firm's lawyers is jointly and severally liable with the firm pursuant to section 232, subsections one to four of the Norwegian Courts of Justice Act.

### **[3] CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA ETC.**

CLP and the firm's employees have an obligation to maintain confidentiality regarding the information received in connection with the assignment, pursuant to current laws and regulations. Unless specifically agreed, CLP's lawyers have the right to involve one or more of the firm's other lawyers or employees in the assignment if required, without obtaining consent from the client with respect to the duty of confidentiality. In cases where CLP engages external advisors in agreement with the client, the client is considered to have consented to CLP sharing information, including personal data, with such external advisors.

Unless otherwise agreed with the client, CLP has the right to use the client's name and the client's contact as a reference when marketing CLP to agencies conducting legal surveys, in connection with tenders etc. Similarly, for marketing purposes, CLP has the right to disclose CLP's assistance in matters that are already publicly known, including using the client's logo, provided that CLP does not disclose matters that are not publicly known.

For legal assignments, CLP is responsible for the processing of personal data pursuant to the Personal Data Act (Act of 14 April 2000 no. 31), unless otherwise agreed. CLP may also process personal data for client relationship management beyond the current assignment. CLP will only use such personal data in connection with the execution of legal assignments. Personal data will not be disclosed to third parties other than our IT service provider, see section 4, or other IT service providers with which

CLP has signed a data processing agreement, unless such disclosure is made as part of execution of CLP's assignment.

#### **[4] IT, COMMUNICATION AND USE OF E-MAIL**

The client consents to CLP using e-mail when carrying out the assignment, including for transmission of confidential information. The client accepts that there will always be a certain security risk when using e-mail.

CLP uses an external, reputable IT service provider, and electronic communications will comply with the security and possible encryption solutions this provider from time to time uses for the operation of CLP's IT systems. CLP has entered into data processing agreements with such supplier in accordance with current regulations. If the client has special requirements regarding the method of communications, CLP must be informed of this before commencing an assignment.

#### **[5] FEES AND DISBURSEMENTS**

Unless otherwise is agreed in the specific case, CLP's fees are calculated based on the time spent on the assignment. In addition, the nature of the assignment, including its size, complexity, the need for specialist expertise, the values involved and the results achieved, is taken into consideration. CLP's hourly rates are adjusted as of 1 January each year, and the hourly rates for individual employees can be adjusted throughout the year in connection with changes in position category.

In the event that CLP provides an estimate of fees, this cannot be viewed as a fixed-price agreement or a maximum fee limitation. Although we will endeavour to keep the client informed of significant deviations from such estimates, the client is liable for our full fee even if it exceeds the estimate.

If CLP has allocated capacity to a case and the case is repealed or interrupted at a short notice and we suffer losses as a result, we expect that the client is willing to discuss reasonable compensation.

Our hourly rates are stated separately. Hourly rates apply per effective working hour. Accrued time spent on the case is recorded on a running basis. The minimum time unit is 15 minutes. Travelling time is invoiced according to the general hourly rates unless otherwise is agreed in the specific case.

All disbursements relating to an assignment will be invoiced at cost and specified in the invoice.

Payment of advance and amounts on account can be demanded even if this is not specifically agreed. Advances are settled against the final invoice in the case.

Value added tax will normally apply in addition to above fees in accordance with applicable law. All hourly rates and fees disclosed to or agreed on with clients other than private individuals, are always exclusive of value added tax.

CLP requests to be informed if the client has insurance covering all or part of CLP's fees or liability for the counterpart's expenses, or if it is preferred that CLP undertakes the necessary investigations to find out if the case in question is covered by insurance.

#### **[6] LITIGATION COSTS**

This paragraph applies only to assignments involving litigation or where litigation may be initiated. In any litigation, there is a risk that the client may be required to pay the opponent's litigation costs and/or fees to courts or arbitrators. All such costs and fees are solely the responsibility of the client.

If the client is awarded litigation costs but for a smaller amount than CLP's actual fees, the client nevertheless remains responsible towards CLP for the full amount of fees.

## **[7] INVOICING AND TERM OF PAYMENT**

Unless otherwise is specifically agreed, CLP normally issues a specified invoice after the end of each month, without regard to whether or not the assignment has been completed at the invoicing dates. Any accrued fee of less than NOK 10,000 excl. VAT, will normally not be invoiced until the following month.

Unless otherwise is specifically agreed, the due date for payments is 14 days from the date of the invoice. The invoice shall be paid within the due date at the latest. Should there be any questions relating to the invoice, any undisputed amount shall be paid within the due date. If the due date is not complied with, CLP is entitled i.a. to charge interest on overdue payments, cease to carry out any further work for the client and exercise a right of retention with regard to case documents, files etc.

Should the client go bankrupt or initiate or become subject to insolvency proceedings, all claims CLP has against the client shall fall due for immediate payment, without regard to what due dates have previously been agreed in relation to such claims. Should the client go bankrupt, CLP has the right to use funds deposited on CLP's client accounts on behalf of the client to set off any claim CLP has against the client.

## **[8] LIMITATION OF CLP'S LIABILITY**

Any liability for CLP, its partners and employees relating to an assignment is limited as follows:

- CLP is not liable for indirect loss or consequential damages.
- CLP's liability is limited to a maximum of MNOK 35 or, if higher, an amount equivalent to six times the fee invoiced and paid to CLP for the assignment in question.

A higher maximum liability can be agreed in writing for the individual assignment. If such written agreement is entered into, CLP's liability shall, in any event, be limited to CLP's liability insurance coverage, which will be disclosed upon request.

CLP is not liable for damages suffered by anyone other than CLP's client.

## **[9] EXTERNAL ADVISORS**

In connection with the assignment, it may be necessary or advisable to hire other external advisors outside CLP, for example auditors or lawyers in other jurisdictions. The client shall itself be the principal in relation to such external advisors retained in relation to the assignment, even if these advisors for practical reasons address their invoices to CLP. Any external advisors shall be liable directly towards the client, and CLP accepts no liability for any external advisors.

## **[10] COPYRIGHT**

CLP retains the copyright to materials (documents, digitally stored files and other materials subject to copyright) that are prepared by CLP for the client.

Following payment of any balance owed to CLP, the client acquires a free-of-charge right to use materials prepared by CLP for the purpose agreed upon or presupposed.

If the client wishes to market CLP as its legal advisor or partner, the content of such marketing shall be agreed with CLP in advance. The client is not allowed to use CLP's logo or trademarks without consent from CLP.

#### **[11] ARCHIVING**

Any documents in CLP's possession in connection with an assignment, whether received or prepared by CLP, are stored by CLP in hard copy or digitally for a period of 10 years from completion of the assignment. Originals will in principle only be stored as scanned copies. Such documents will subsequently be destroyed or deleted without further notice to the client. Upon request by the client, any case documents (originals or copies) can be returned to the client on completion of the assignment.

#### **[12] COMPLAINTS**

CLP's services are at all times governed by the current code of ethics for lawyers. The client is entitled to an assessment of whether the assignment is performed in compliance with the code of ethics for Norwegian lawyers. The client may also submit a complaint with respect to the fees charged. The quality of the work provided is normally outside the scope of the disciplinary committee.

Complaints must normally be lodged within six months after the client became or should have become aware of the circumstances the complaint is based on. The complaint will in first instance be handled by one of the seven regional disciplinary committees of the Norwegian Bar Associations, with a right of appeal to the Disciplinary Council.

Regulations for the Code of Ethics for Lawyers and more detailed information with respect to the right to lodge complaints are found on the Norwegian Bar Association's website [www.advokatforeningen.no](http://www.advokatforeningen.no).

#### **[13] CLIENT IDENTIFICATION ETC.**

In accordance with the Norwegian Anti-Money Laundering Act (Act of 1 June 2018 no. 23), a company certificate, a certified copy of identification papers of the client, and other required information and documentation will be obtained prior to commencement of the assignment, or a specific part of the assignment. The information will be retained and deleted in accordance with the provisions of the Anti-Money Laundering Act. If CLP does not receive the necessary information, we may be prevented from assuming or continuing the assignment. If the client becomes aware of any changes in the information that CLP has taken into account in the anti-money laundering assessment, the client shall provide CLP with such information, unsolicited.

#### **[14] CLIENT ACCOUNTS**

Any funds kept by CLP on behalf of the company's clients will be placed in client accounts in accordance with applicable rules for Norwegian law firms. If a financial institution where the funds are kept becomes subject to insolvency proceedings, CLP is not liable for any loss or damages the client may suffer as a result.

#### **[15] CHOICE OF LAW, JURISDICTION AND DISPUTE RESOLUTION**

Any clarifications and/or disagreement between the client and CLP should be discussed with the attorney in charge of the assignment or the managing partner.

The assignment, the confirmation of the assignment and these terms of engagement are governed by Norwegian law. Any disputes relating to the assignment, the confirmation of the assignment and the terms of engagement shall be governed by Norwegian law, with Oslo District Court as the exclusive legal venue. However, CLP reserves the right to choose to bring an action in the client's ordinary court of domicile.

#### **[16] APPLICABILITY OF AND CHANGES TO THE TERMS OF ENGAGEMENT**

The Terms of Engagement apply unless otherwise is specifically agreed in writing and applies to both this assignment and future assignments, however, so that hourly rates are updated annually.

CLP is at any time entitled to change these terms of engagement with 30 days' prior written notice, either on a general basis applied to all assignments for the client, or in relation to the specific individual case.

#### **[17] NEWSLETTERS AND MARKETING MATERIALS**

The client accepts that CLP may regularly send the client newsletters and other marketing materials by e-mail or ordinary mail. If the client does not wish to receive newsletters and other marketing materials, the client can inform CLP accordingly by e-mail, as described in the newsletter or marketing material. Newsletters and other marketing materials cannot be viewed as advice from CLP to the individual client, and CLP is not responsible for the content of such material.

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