

# STANDARD ASSIGNMENT CONDITIONS FOR ADVOKATFIRMAET RÆDER AS

## 1. Principal - Agent

Principal (hereinafter called the Client) is the party who has approached Advokatfirmaet Ræder AS (hereinafter called Advokatfirmaet Ræder). When the approach is on behalf of a legal person or company, the person making contact must guarantee that he or she possesses the necessary authority, and be responsible for the necessary information flow in his or her own organisation. Advokatfirmaet Ræder will deal in the case with the person who has approached the firm on behalf of the Client unless otherwise agreed. Unless otherwise expressly stated in the assignment, Advokatfirmaet Ræder reserves the right to contact the Client's management in connection with the case, if necessary also without advance notification to the person who approached Advokatfirmaet Ræder.

In connection with the establishment of the assignment, an identity control pursuant to the Money-Laundering Act will be undertaken.

Advokatfirmaet Ræder conducts routine credit-checks of new client relationships.

## 2. The assignment

The assignment shall comprise and be restricted to what is described in the special assignment confirmation from Advokatfirmaet Ræder to the Client. Material extensions or changes will be confirmed in writing by Advokatfirmaet Ræder.

## 3. Attorney in charge

Responsible for implementation of the assignment vis-à-vis the Client is the attorney in Advokatfirmaet Ræder named in the assignment confirmation. The attorney in charge will also be the responsible advocate within the meaning of the Section 232 (1) of the Courts of Justice Act no. 5 of 24 June 1915. Advokatfirmaet Ræder reserves the right to make use of other partners, attorneys, assistant attorneys, paralegals and trainees in Advokatfirmaet Ræder to assist the attorney in charge, where this is deemed appropriate on professional, economic or capacity grounds.

## 4. Follow-up/availability – registration of personal data

Advokatfirmaet Ræder will perform the assignment within a sound professional, economic and temporal framework. This presupposes that the Client provides all necessary information related to the assignment as soon as possible on request by Advokatfirmaet Ræder. Personal data will be registered in Advokatfirmaet Ræder's electronic document/accounting system and will be deleted after the end of the assignment at the Client's request or when Advokatfirmaet Ræder considers it expedient.

The Client will receive a copy of all correspondence in the case. Conciliation complaints, writs of summons and proposals for contracts will also be sent the Client for advance approval. This shall not, without special agreement, apply to outgoing correspondence. The Client will be briefed on the performance of the assignment, and will be specially notified if the performance of the assignment becomes delayed compared to the originally estimated progress.

## 5. Use of external assistance

Advokatfirmaet Ræder assumes that its duty of confidentiality vis-à-vis the Client does not prevent the giving of information

about the case to other lawyers in or employees of Advokatfirmaet Ræder. Advokatfirmaet Ræder will not make use of external assistance in performing the assignment without agreeing this in advance with the Client. Where external assistance is used, Advokatfirmaet Ræder assumes that the Client will release Advokatfirmaet Ræder from client confidentiality to the extent necessary. Advokatfirmaet Ræder also assumes the Client will release Advokatfirmaet Ræder from client confidentiality to the extent the involvement of external parties are necessary for the performance of the assignment.

When information about the case is given to external parties as described above, Advokatfirmaet Ræder will emphasise the importance of discretion to said parties.

## 6. Conflict of interest

If, due to information that emerges in the case after Advokatfirmaet Ræder has taken on an assignment, there arises a conflict of interest in relation to Advokatfirmaet Ræder's other clients or partners, Advokatfirmaet Ræder may resign from the assignment on no other grounds than that a conflict of interest has arisen.

## 7. Calculation of fees

Advokatfirmaet Ræder will calculate a remuneration based on one of the following alternatives:

- 7.1. Subsequent best-judgment assessment of fees based on time spent, special knowledge, tight deadlines, the result of the assignment and other factors.
- 7.2. Fees based on a fixed hourly rate and registration of time spent.
- 7.3. An agreed fixed fee for the assignment.

Choice of calculation method is stated in the assignment confirmation. If no such method is stated, the fee will be calculated as set out in alternative 7.1. Registration of time spent means registration of actual time used, to the nearest 15 minutes. Telephone conversations other than brief communication of facts are registered as minimum 15 minutes. The Client agrees to pay fees and costs for the assistance provided by Advokatfirmaet Ræder, regardless of the results.

## 8. Direct costs

Direct costs incurred in the case, such as public charges, obtaining expert statements, travel and subsistence in connection with performance of the assignment will be charged to the Client in addition to the legal fees. The same applies to copying, postage, courier services and similar.

## 9. Invoicing

If not otherwise agreed, the main rule is that invoicing will take place every month for the work performed and costs, in accordance with Sections 7 and 8. Completed assignments are invoiced on the conclusion of the assignment. Invoices for assistance provided are accompanied by specifications of what activities were performed and what costs incurred. Costs incurred for travel etc. can be invoiced as they are incurred; costs for public charges etc. can be invoiced in advance. All invoicing is per 14 days and will carry value-added tax, which is currently 25%.

## 10. Client account

When deposits are made to Advokatfirmaet Ræder's client account, Advokatfirmaet Ræder guarantees that the funds will be placed in Advokatfirmaet Ræder's bank and managed as client funds, but Advokatfirmaet Ræder cannot guarantee the financial strength of the banks.

## 11. Legal Aid

Certain cases may fall under legal aid insurance. The attorney will investigate whether the Client can have his legal fees covered through the Client's own insurance policies or public free legal aid. This requires that the Client provide the requisite information about his insurance and financial status. Advokatfirmaet Ræder shall be entitled to full payment from the Client, regardless of such insurance cover.

## 12. Rights to material

Advokatfirmaet Ræder has copyright in all material prepared in connection with an assignment. Advokatfirmaet Ræder and its lawyers have exclusive rights to copying and any publication of the material that is not restricted by client confidentiality. Client's use of this material must be specially agreed. The Client is granted the right to use the material to the extent it is necessary to fulfil the requirements that the Client has notified Advokatfirmaet Ræder of in connection with the assignment.

## 13. Liability for results/follow-up

Advokatfirmaet Ræder shall perform the assignment to the best of its ability and pursuant to the code of conduct for attorneys. Advokatfirmaet Ræder and/or the attorney in charge do not, however, warrant that the performance of the assignment will lead to the result that the Client expects. The Client is aware of the rules that the opponent's costs may be imposed if a legal action is wholly or partially lost. The Client is furthermore liable for all assistance provided by Advokatfirmaet Ræder regardless of how the question of payment of costs is decided by the court. When the court awards the Client costs, this will be restricted to coverage of the amount the court finds reasonable for the opponent to pay. The Client's use of his own attorney will often lead to fees that cannot be charged to the opponent; such expenses must be paid in addition to what is awarded by the court.

After the assignment, as described in the assignment confirmation, has been completed and/or concluded, Advokatfirmaet Ræder shall have no liability for further follow-up of any matters on behalf of the Client prior to a new assignment and subsequent confirmation.

## 14. Limitation of liability

If provable errors leading to liability on the part of Advokatfirmaet Ræder and/or the attorney in charge inflict pecuniary loss on the Client, the total liability for Advokatfirmaet Ræder and/or the attorney in charge shall under no circumstances exceed a total of NOK 8 million per loss.

## 15. Complaints

The Client shall be entitled to complain if the Client considers that the assignment does not satisfy professional or ethical standards, disagrees with the calculation of fees in the case or is dissatisfied with the way in which the assignment is followed up, or with the treatment the Client received from Advokatfirmaet Ræder.

If the parties cannot reach an agreement, a written complaint may be made to the general manager, who is the chief quality officer in Advokatfirmaet Ræder. If the complaint concerns the general manager, it shall be made instead to the chairman of the board.

Complaints may also be made to Oslo District of the Norwegian Bar Association. As a main rule, the deadline for complaints is six months, running from the date the complainant became aware, or ought to have become aware, of the circumstances on which the complaint is based. The complaint will be considered by the Bar Association's regional disciplinary committee for Oslo as first instance. A decision of the disciplinary committee may be appealed to the central Disciplinary Board.

The code of conduct for attorneys and further information about the complaint system may be found on the Bar Association's website [www.advokatforeningen.no/displinarsystemet/](http://www.advokatforeningen.no/displinarsystemet/) (in Norwegian only).

## 16. Dispute resolution

Under Norwegian law, any disputes between the Client and Advokatfirmaet Ræder shall if possible be resolved by a mediator appointed by the Oslo District Court. If the parties cannot reach agreement, they accept Oslo District Court as legal venue.

## 17. Conclusion of the assignment

The assignment is deemed to have been concluded when the assignment described in the assignment confirmation has been performed. Should disagreement arise between the Client and Advokatfirmaet Ræder regarding the performance of the assignment, or if a conflict arises between Advokatfirmaet Ræder and the Client for other reasons, Advokatfirmaet Ræder may resign from the assignment with immediate effect. Advokatfirmaet Ræder will, however, perform what cannot be omitted without causing the Client a legal loss.

As far as possible, Advokatfirmaet Ræder will inform the Client that it is resigning from the assignment before this is communicated to any third parties.

## 18. Revision of terms and conditions of assignment

Our general terms and conditions of assignments will normally be revised annually, and otherwise when special need arises.

Our standard general terms and conditions of assignments are available on our website [www.raeder.no](http://www.raeder.no).

Oslo, 1 July 2017