

Terms of business

These terms (at all times updated at www.aomo.no) apply to any advice given and all assignments taken on by Advokat Øyehaug AS (org.nr. 997 098 609 – ”Company”). All assistance by advokat Olav Marius Øyehaug is given through the Company under these terms.

1. New assignments and Clients

- Conflict** Before the start of any assignment both Company and Client shall clarify whether there could be a conflict of interest or other circumstances that indicate that Company should not take on the assignment. Client should inform about all known parties involved in the case and other circumstances that could be relevant for Company.
- Identity card** Company is bound by the Act on money laundering. Client shall provide Company with documentation for Client’s identity before the assignment starts. If Client is a corporation, Company should receive the Certificate of Registration. The mentioned Act requires that Company contacts the police, without informing Client, if Company suspects that Company is involved in a transaction involving money resulting from tax evasion or money that is attempted “laundered”.
- Personal liability** Persons that contact Company on behalf of a corporation or any other company will be held personally liable for the timely payment of bills to Company. Exceptions require an explicit written confirmation from Company.
- Insurance** A private person’s legal expenses in a dispute will normally be partly covered by his home owner’s insurance. Client should send Company the name of his insurance company, and his customer number. Company’s fees are not limited to the amount (if any) covered by the insurance.

(There exist rules regarding **free legal assistance**. These rules apply for people with limited economic means and in certain types of cases, see: <https://www.fylkesmannen.no/Folk-og-samfunn/Fri-rettshjelp/>. Company does not assist according to those rules, and requires payment according to the present terms.)
- E-mail** Written communication will normally be by e-mail. Client should inform if certain documents or specific information should not be sent by e-mail.

Confirmation/
Agreement

At the start of a new assignment Company will send a confirmation of the assignment, normally by e-mail. This confirmation from Company will in itself serve as a formal agreement between Company and client, without a need for confirmation or prior payment from Client. Company's confirmation will include a reference to the updated general terms at www.aomo.no, which will be part of the agreement, and indicate any agreed supplements and exceptions to the general terms. Client must immediately notify Company in writing if there is any mistake in the confirmation of assignment.

2. Execution

Extent of assistance

The Parties agree on an ongoing basis what assistance Company shall supply Client, and the need for contribution from Client and third parties.

Time spent on an assignment before it is formally established, will normally be included in the later invoice.

If an assignment leads to later work, e.g. to find and send copies of documents or serve as a witness, this time will give basis for an invoice from Company based on its updated normal hourly rate.

Progress

All assignments will be executed within the agreed time frame.

Opposing parties

Unless otherwise agreed, all contact with opposing parties shall be through Company.

3. Fees, invoices and client funds

Fees

Fees are not only dependent on time spent but also – according to Company's discretionary evaluation – work outside normal working hours, responsibility/ values/ risk involved, need for expertise and achieved results. All prices are exclusive VAT unless specified differently.

Hourly rate

The hourly rate is between NOK 3.000 and 6.000 excl. VAT. Norwegian VAT at a rate of 25 % will apply with the following exceptions:

- advise to foreign enterprises (except in court cases)
- advise to private persons in certain cases assuming that the advise may be considered (wholly/fully) for use abroad (not Norway).

Disbursements

Expenses and disbursements including external fees, travel expenses, room and board, expenses to third parties

come in addition to fees.

Estimates	Client may ask for an estimate over the size of the fees related to an assignment.
Advance payment	New clients are normally asked to pay an amount to cover whole or parts of expected costs related to an assignment. Such payment is not a "fixed price" for the assignment unless this is specifically agreed upon in writing. The amount is paid to the client account, see below.
Invoices, delayed payment etc.	Invoices are often sent every one or two months and are due to be paid within 10 days. Invoices are normally only sent by e-mail. In cases of delayed payment interests accrue according to the Overdue Payment Act (www.forsinkelsesrente.no). Company can also stop its work for Client. Every time there is a need to send a reminder or follow up on payments Client is charged with normal hourly lawyer fees for such work.
Bank account	Company's bank: Handelsbanken Asker. Account no: 9497 05 42404 SWIFT: HANDNOKK IBAN: NO0994970542404.
Client account	Client funds are handled according to the Bar Association's rules, and are kept in a client account. Client has the right to accrued interest rates according to the mentioned rules. Bank statements can be sent Client if asked for. Exception is made for small amounts or short periods (lower interest amounts than NOK 500). Account no: 9497 05 44946 SWIFT: HANDNOKK IBAN: NO5194970544946
Complaints	Complaints related to invoices or work performed shall be raised immediately in order to solve the problem. The deadline is <u>14 days</u> , and complaints must be in writing. Written complaint must be made before further work is performed by Company, otherwise it will be discharged.
Disciplinary Bodies	Complaints can be brought before relevant Norwegian disciplinary bodies which can assess whether the assignment is performed according to the attorney rules of conduct and whether the fees are correct according to the assignment. The quality of assistance can normally not be assessed of such bodies. The deadline for such complaints is normally six months. You can find more information at the Bar Associations website: www.jus.no .

4. Responsibility in court cases etc.

Outcome	Company does not guarantee for the outcome of a court case.
Opposing party's cost	If a court case is lost, Customer may be held responsible for the other party's cost and expenses to the court.
Awarded costs	<p>Client is personally responsible for payment of own legal expenses.</p> <p>If the court awards costs to Client, but limited to a smaller amount than Company's legal fees, Client will still be responsible for payment of the full amount to Company.</p> <p>If the court awards costs it is the Client's risk whether the other party pays.</p>

5. Confidentiality etc.

Confidentiality	Company will maintain confidential information it is entrusted from Client. In a court case Company is under an obligation to provide all information/ documentation that is relevant to the case, even if the evidence supports the other party's case.
Stock exchange	Specific rules apply with respect to inside information related to listed companies.
Customer list	Company may include the name of Client in client lists and other material. Client will be asked before he is named as a reference.

6. Limitation of liability and insurance

Liability	Company is responsible for legal advice in accordance with general Norwegian rules. Company is liable for economic loss resulting from negligent advice with the limitations set forth below.
Limitations	<p>The liability does not cover indirect or circumstantial loss, including loss of profit, operating losses, loss of data, goodwill etc.</p> <p>The liability is limited to <u>NOK 5.000.000</u> per assignment.</p> <p>Other than paying Clients that have received a confirmation of assignment may not present claims.</p>
Third parties	Company is not responsible for mistakes made by third parties Client is referred to or contractors Company has engaged according to agreement with Client.

Insurance Company has insurance.

7. Ending assignments

Personal information policy The personal information policy of the company applies, unless otherwise is agreed in writing.

Documents Documents are normally kept electronically as long as the Firm exists. Documents may also be deleted without prior notice to Client at the end of the assignment. If the Firm is transferred or joins another firm the same applies. Documents can upon request be returned to Client after the assignment is ended. Costs involved, including time spent, will be billed Client.

8. Choice of law and legal venue

Norwegian law Company's advice and terms of business are subject to Norwegian law.

Norwegian courts In case of a dispute Asker and Bærum tingrett is the legal venue.

Company may not be brought before courts etc. outside Norway. Any attempt to do so will constitute a breach of contract with Company under these terms. Company may claim its economic loss covered by client based on time spent according to its highest hourly rate mentioned above.

9. Formalities

Tilsynsrådet Company has permission to provide legal services from the Norwegian Tilsynsråd for advokatvirksomhet.

Advokat The Norwegian title for attorney-at-law is "advokat".

MNA Advokat Olav Marius Øyehaug is a member of the Norwegian Bar Association ("Den norske advokatforeningen").

All assignments are performed according to the rules that apply to Norwegian lawyers, to the extent exceptions are not made above.

Rights Client is given necessary rights to use written material Company delivers to Client in connection to the assignment, provided that Client acts in good faith, loyally and pays his fees timely. Company keeps all IPR related to any material.

