

# CONFIRMATION OF ASSIGNMENT, T&C

## PART I: FORMALITIES

1. Agreements regarding legal services are being entered into between the Law Firm Advokat Morten Bryn AS and the Client(s).

2. Responsible attorney

*Attorney Morten Bryn*

3. The assignment concerns

*A description of the assignment is provided in the specific confirmation of the assignment from the lawyer to the Client(s).*

4. The duration of the assignment is not expected to exceed [X] number of months.

*The duration of the assignment will be described in the specific confirmation of the assignment from the lawyer to the Client(s).*

5. Fees and invoicing

The indicative hourly rate for the responsible attorney for this assignment is between NOK 2 850 and 3 350 (+VAT where applicable).

All amounts stated are excluding VAT.

*The work is invoiced in arrears with payment due within 10 days. In some cases, an advance payment is required. Advance payment will be described in the specific confirmation of the assignment from the lawyer to the Client(s).*

6. The Law Firm's general terms and conditions, included in PART II of the confirmation of assignment, apply to the assignment.

7. The Cancellation Act applies to this assignment. Information about the right of withdrawal is included in PART III of this confirmation of assignment.

The client is requested to confirm in writing to the Law Firm, that the execution of the assignment can be commenced before the withdrawal period of 14 days expires, and that the client accepts that the right of withdrawal is lost when the assignment has been completed and closed.

## **PART II: GENERAL TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1 These general terms and conditions apply to all assignments that the Law Firm's attorneys or employees undertake or perform in accordance with PART I.
- 1.2 These general terms and conditions are handed over to the Client through a reference and link in the specific assignment confirmation upon the establishment of the assignment and are considered accepted by the Client unless notice is given to the responsible attorney within a reasonable time that the terms are not accepted.
- 1.3 Unless otherwise agreed, the terms and conditions will also apply to repeated assignments for the same Client.
- 1.4 The aim and obligation of the Law Firm is to look after the Client's interests in the best possible way, within the framework provided by this assignment agreement, the Courts of Justice Act, the Regulations for Lawyers, the Code of Conduct for Lawyers, the Law Firm's internal case processing routines, as well as other relevant regulations.
- 1.5 All attorneys and assistant attorneys associated with the Law Firm have a licence or authorisation to practise as a lawyer in Norway issued by the Supervisory Council for Legal Practice. All attorneys and assistant attorneys are members of the Norwegian Bar Association and are thus subject to the Norwegian Bar Association's special decisions and schemes for compulsory continuing education and handling of disciplinary complaints.
- 1.6 In accordance with the Norwegian Bar Association's guidance on how human rights are expected to be respected by law firms, the responsible attorney will take the initiative to discuss current and potential human rights violations that the assignment may cause, with the aim of assisting the Client in avoiding such violations. The Law Firm reserves the right to withdraw from the assignment if the Client decides not to follow the attorney's advice and it is clear to the attorney that all or parts of the assignment may involve infringement of human rights.

### **2. ESTABLISHMENT AND PERFORMANCE OF THE ASSIGNMENT**

- 2.1 The description of the assignment is stated in PART I, supplemented by the agreements arising from oral or written correspondence. In the event of a significant change to the assignment, the Client shall receive an updated PART I of the confirmation of assignment.
- 2.2 A responsible attorney will be appointed for each and every assignment and will be able to receive assistance from the Law Firm's other employees for the performance of parts of the assignment.
- 2.3 In accordance with the Anti-Money Laundering Act, customer due diligence measures must be taken with identity verification. The Client is obliged to contribute to the implementation of customer due diligence measures. Be aware that if there is suspicion that transactions are related to the proceeds of a criminal offence, etc., the Law Firm is obliged to inform ØKOKRIM about this, without any obligation to notify the Client or third parties.
- 2.4 Before an assignment is established, it must be ascertained that there is no conflict of interest or other circumstances that indicate that the Law Firm cannot or should not take on

the assignment. The Client is obliged to contribute to such clarification. The same applies to an established assignment if a new opponent is introduced into the case. If consideration for the Client so dictates and it is found unproblematic, work may start before the clarification procedure has been completed. In such cases, the Law Firm may have to relinquish the assignment at a later point in time due to this.

- 2.5 In order to be able to look after the Client's interests in the best possible way, the Law Firm relies on the Client providing complete information as soon as possible about the facts of the case and the outcome the Client wants to achieve in the case.
- 2.6 All inquiries to and from the opponent shall be clarified with or go through the Law Firm. The Law Firm and the Client shall keep each other informed about the communication that takes place with the parties involved.

### 3. CALCULATION OF FEES AND INVOICING

- 3.1 Unless agreed otherwise, total costs are based on time spent on efficient and professional work with the Client's assignment. Our indicative hourly rates can be found in PART I of the confirmation of assignment.
- 3.2 The minimum hourly unit is 0.25 hours (15 minutes). Phone calls and the like that do not consist of very short messages are calculated with a minimum of 0.25 hours.
- 3.3 When determining the final fee, the responsible attorney will assess on a discretionary basis such things as the nature and complexity of the work, the outcome of the case, as well as how efficiently the assignment has been carried out in accordance with the attorney's experience and expertise. The fee shall be in reasonable proportion to the assignment and the work performed by the attorney and the rest of the Law Firm's employees.
- 3.4 The Client is liable to cover court fees, the costs for expert witnesses and other costs incurred in a legal process. The Client is also liable to cover the opponent's legal costs if these are imposed. Legal costs will often, but not always, be charged to the losing party.
- 3.5 The Law Firm's fee claim against the Client is not limited by the Client being awarded less in compensation for legal costs than the face value of the fee claim.
- 3.6 Statutory limitations in the Client's right to claim compensation for legal aid costs from the opponent do not limit the Law Firm's fee claim against the Client. Such limitations have been determined in cases before the Conciliation Board and in small claims processes, among other things.
- 3.7 A specified overview of the work performed, expenditures, etc., shall be attached to the invoice.
- 3.8 All costs and expenditures that the Law Firm pays in advance will be invoiced together with the fee claim. Onward invoicing of the expenditures may incur VAT expenses.
- 3.9 Interest will be charged on overdue payments pursuant to the provisions of the Norwegian Interest on Overdue Payments Act.

#### 4. EXTERNAL COVERAGE OF FEE COSTS

- 4.1 In accordance with the Act on Free Legal Aid, certain cases may be granted the right to legal assistance that is covered by the public authorities (free legal aid). Some types of case always qualify for free legal aid, while other types of cases require that the Client has no income or wealth in excess of NOK 320,000 (single person), NOK 490,000 (married couples, registered partners, etc.) and NOK 100,000 (net wealth). In certain cases, the County Governor may make exceptions from the limits. Further information about free legal aid may be obtained from the County Governor or from our office. The Client is requested to raise the issue of free legal aid coverage with the responsible attorney for a specific assessment.
- 4.2 The Client's possible legal aid insurance, household insurance, travel insurance or other insurance schemes may cover the costs of legal assistance in certain types of cases, depending on the terms of the insurance policy. The Client is obliged to provide the Law Firm with the necessary information for an assessment of the scope of cover of the insurance policy. The Client is liable to cover any excess or difference between the Law Firm's fee claim and the amount the insurance company covers.

#### 5. THE LAW FIRM'S LIABILITY

- 5.1 The Law Firm is responsible in accordance with the general rules on the professional liability of attorneys and is covered by the statutory security for practising law, which applies without geographical limitation. The Law Firm's guarantor is Gjensidige Forsikring ASA, org.no. 995 568 217. The responsibility of the attorney and the Law Firm is in any and all cases limited to NOK 5,0 mill.
- 5.2 Unless otherwise agreed, the assignment does not include counselling in relation to the legal and tax aspects of the case.
- 5.3 The Law Firm is not liable for indirect losses, including lost profits.
- 5.4 The Law Firm is not liable for errors made by advisers to whom the Law Firm has referred or for subcontractors to whom the Law Firm has entrusted parts of the performance of the assignment in agreement with the Client.
- 5.5 The Law Firm is not liable for any loss as a result of the outcome of the case not corresponding to the assessment the Law Firm has made in advance of the possible outcome of the case.
- 5.6 The Law Firm is not liable for any loss of managed Client funds as a result of bankruptcy or other circumstances on the part of the bank. The Law Firm points out that the banks' guarantee fund does not guarantee more than NOK 2 million in deposits per depositor (Law Firm) per bank. Only by special agreement the Law Firm take measures that can increase the degree of guarantee coverage for the Client's funds.

## 6. PROCESSING INFORMATION

- 6.1 Attorneys in the Law Firm are prohibited from disclosing trusted information. In addition, the attorneys are obliged to keep information beyond this confidential. In certain statutory cases, exemptions from the duty of confidentiality apply.
- 6.2 Unless otherwise agreed, the Law Firm's attorneys have the right to share information with other employees of the firm as far as necessary. The Law Firm's other employees are subject to the same duty of confidentiality as the attorneys.
- 6.3 To the extent necessary for the fulfilment of the assignment, the Law Firm will process personal data, including special categories of personal data if necessary, in accordance with the Personal Data Act and other regulations. Other parties, such as opponents, courts and public agencies will only have access to the personal data to the extent this is necessary for the assignment. The Client has the right to access information about the processed information, as well as the right to demand the correction of defective information. Pursuant to the Personal Data Act, the data controller is the Law Firm's general manager and in case of questions about our processing of personal data, a responsible attorney can be contacted. Refer also to the processing of personal data in the Law Firm's privacy statement: *[LINK TO THE PRIVACY STATEMENT ON THE LAW FIRM'S WEBSITE]*.
- 6.4 The Law Firm points out that electronic data communication generally suffers from weaknesses, which means that unauthorised persons under the given conditions may gain access. To the extent that confidentiality is required, security measures (including encryption and censor strips) may be taken to prevent unauthorised access such communication. As an aspect of the assessment of whether confidentiality is necessary, emphasis will be placed on the Client's transmission of unsecured electronic information to the Law Firm.
- 6.5 At the conclusion of the assignment, any original documents in the case will be returned to the Client or shredded according to further agreement. The Law Firm is obliged to store certain documents and information at the end of the assignment. The Law Firm may also retain copies of other case documents at the end of the assignment, within the framework of the law. Copies may be provided for a fee.

## 7. COMPLAINTS

- 7.1 If the Client is dissatisfied with the performance of the assignment or the fee calculation, the Client is requested to raise this matter immediately with the responsible attorney or the general manager. The Law Firm will immediately consider the complaint.
- 7.2 The Norwegian Bar Association's Disciplinary Committee deals with complaints that the attorney must have acted in violation of the Code of Conduct for Lawyers or has demanded a high fee. As a general rule, the complaint must be made within six months of the complainant becoming aware of or should have become aware of the circumstances on which the complaint is based. The Disciplinary Committee has the authority to give criticism, a reprimand and a warning to the attorney and to reduce the fee to the Client. The decision of the Disciplinary Committee may be appealed to the Disciplinary Board. For more information about complaint about an attorney, please visit [www.advokatenhjelperdeg.no](http://www.advokatenhjelperdeg.no).
- 7.3 Disputes related to the assignment agreement are settled under Norwegian law and may only be brought before the Norwegian courts.

## 8. REVISION OF TERMS AND CONDITIONS

The general terms and conditions of the assignment are normally revised once a year and otherwise when needed. Changes to the Client's disadvantage, which are not necessary due to binding regulations, can only become effective after one month's notice.

## **PART III: RIGHT OF WITHDRAWAL FOR CONSUMERS**

### **1. RIGHT OF WITHDRAWAL**

- 1.1 As a consumer, the client has the right to withdraw from this agreement within 14 days without providing any reason for the withdrawal. The withdrawal period expires 14 days following the entering into of this agreement.
- 1.2 To exercise the right of withdrawal, the client must notify the Law Firm about this. Such notice may be given by using the attached form of notice for the right of withdrawal, or by submitting an equally unequivocal declaration.
- 1.3 To comply with the withdrawal period, it is sufficient that the notice of him or her exercising his or her right of withdrawal, is sent prior to the expiry of the withdrawal period.

### **2. THE IMPACTS OF EXERCISING THE RIGHT OF WITHDRAWAL**

- 2.1 If the client terminates this agreement, the Law Firm shall repay all payments received without undue delay and in any case no later than 14 days following the day on which the Law Firm receives the notification of the client's decision to withdraw from this agreement.
- 2.2 The Law Firm shall repay the client with the same means of payment as the client used in the original transaction, unless explicitly agreed otherwise.
- 2.3 If the client exercises its right of withdrawal following a request to start the delivery of the service prior to the expiry of the withdrawal period, the client shall pay an amount proportional to the services carried out or delivered up until the time when the client notified the Law Firm about the decision to withdraw from the agreement, compared with the complete performance of the agreement.

### **3. EXEPTIONS TO THE RIGHT OF WITHDRAWAL**

- 3.1 The right of withdrawal does not apply if the service has been delivered, if the delivery started upon the client's explicit prior consent, and the client has acknowledged that the right of withdrawal will be lost once the Law Firm has fulfilled its obligations pursuant to the agreement.

## Form of notice for the right of withdrawal for the purchase of legal services

Complete and return this form if you wish to withdraw from the agreement

The completed form shall be sent to: [mb@advokatbryn.no](mailto:mb@advokatbryn.no)

I/we hereby provide notice that I/we wish to withdraw from my/our agreement for the purchase of the following services:

The agreement was entered into on:

The consumer's/consumers' name/names:

The consumer's/consumers' address/addresses:

Date:

---

The consumer's/consumers' signature/signatures