

# PricewaterhouseCoopers AS and Advokatfirmaet PricewaterhouseCoopers AS

## STANDARD TERMS OF ENGAGEMENT

### 1. General

Our standard terms of engagement ('the terms') govern dealings between PricewaterhouseCoopers AS or Advokatfirmaet PricewaterhouseCoopers AS and the client unless otherwise agreed. These terms complement the provisions of the agreement with the client (e.g. engagement letter, confirmation of instructions or framework agreement). Should there be any conflict between these terms and such specific agreements, the provisions of the specific agreement shall apply.

### 2. Information, communication and confidentiality

The better you prepare and clarify issues, the more efficiently and cost-effectively we can work to carry out the assignment. We therefore depend on you to:

- state clearly what goals you wish to achieve and in what order possible conflicting criteria are to be met;
- organise matters such that your information, contact(s) and key staff are available and you give prompt feedback;
- provide correct and complete information where our work depends on information and documents from you or persons/companies acting on your behalf, unless you expressly state otherwise;
- ensure that you are entitled to provide us with the information and materials you furnish us with, and that we have authority to use this in the Assignment (including information under the law on personal data no. 31 of 14.04.2000); and
- inform us without undue delay should you become aware of any issues which involve or might involve a conflict of interests or problems relating to auditors' independence.

Electronic communication (including unencrypted e-mail and fax) is used as the principal means of communication unless otherwise agreed in writing. In signing engagement letters etc., you accept the risks such communication involves, including that e-mail sent to us may be rejected by our anti-virus software. Normally, our systems will be able to notify senders and recipients that an e-mail has been rejected, but we cannot guarantee this.

We are bound by confidentiality on information we receive in connection with the Assignment, except where laid down by law (such as the law on money laundering no. 41 of 20.06.2003). In signing the specific agreement, you consent to us disclosing all confidential information to our companies (within PricewaterhouseCoopers) and/or other professional advisers you have engaged either directly or indirectly or instruct us to engage in connection with the Assignment. Personal data will be treated in accordance with the requirements of the personal data law.

### 3. Rights

Unless otherwise agreed in writing, our services are provided exclusively for you as the recipient. Any statements, assessments, conclusions or other contents cannot in any way be asserted by anyone other than yourself, neither towards us nor others.

Without clearing matters with us first:

- no documents (on whatever medium) may be used other than for their intended purpose;
- no drafts may be used as the basis for final decisions or acts (omissions), and/or
- no changes, additions or other amendments must be made to any documents from us (regardless of medium).

We retain copyright and all other intellectual rights to materials furnished to you, irrespective of medium or content. You may not pass these on to others except as stated in or is explicitly assumed in the engagement letter and enclosures.

We also hold all rights to ideas, concepts, models, information, knowhow and the like, which arise from or is developed in connection with the Assignment. We are free to use and further develop these in our work for other clients.

We store all written correspondence and documentation electronically for ten years from final invoice and then delete it. Physical case documents are scrapped on a regular basis unless you expressly ask for case papers to be returned to you. Original documents will be sent to you continuously for filing and are stored electronically by us unless otherwise agreed.

Case papers which are not held electronically and which you have not asked to be returned will be stored for ten years from final invoice and then scrapped.

### 4. Complaints

Complaints must be made to the partner in charge of the Assignment without undue delay, and no later than 30 days after you became or should have become aware of the matter on which the complaint is based.

### 5. Force majeure

Should any circumstance arise which make a party unable to meet his obligations due to circumstances of which the parties were not aware or should have been aware when the agreement was entered into, the obligation shall be deferred until the circumstances preventing it have changed or lapsed such that the service can be performed.

### 6. Termination

The parties' duty to supply under this agreement may be terminated by a party that is not himself in breach if:

- a party is essentially in breach of the agreement and fails to remedy this within one week of the other party informing him accordingly in writing. Failure to pay will always be considered as an essential breach;
- circumstances arise such that we cannot continue the Assignment without acting contrary to current solicitors' regulations and / or regulations on independence of auditors and parties identified with them;
- it becomes illegal to carry out or fulfil the Assignment;
- the other party becomes insolvent, enters into negotiations with his creditors, suspends payments, gives notice of insolvency or is put in administration, and/or
- it is clear that circumstances as stated in section 5 prevent or will prevent a party from performing its obligations for more than three months.

Should the Assignment be terminated under this section of the agreement, you will be bound to pay for work performed, and we will deliver the part of the Assignment which has been performed. We are not bound to deliver our services or materials etc. received until settlement is made in full. There are no grounds for offsetting any claims you may believe you have against our fee claims.

### 7. Liability

Neither you nor we can enforce any liability of any kind or on any basis against the other party as a result of errors, defects, damage, accident, virus or similar which may arise in connection with electronic communication.

Neither you nor we can claim against the other party to cover any costs or losses as a result of consequential damage, increased costs or expenses, loss of income or other indirect losses of any kind.

Our total maximum liability, regardless of the nature of our assignment, is limited to the lower of your actual documented costs as a result of the alleged error or defect or three times our fee for the part of the Assignment that give rise to liability.

When calculating total maximum liability, total liability for the person or persons nominated to you as partner in charge will be included.

For statements to public authorities etc. e.g. Payroll Summary, Tax Return with vouchers, cost refunds, subsidies, tax relief, etc., the client is himself obliged to ensure that all information stated in the form(s) is correct and complete and in all respects and at all times meet the current requirements. We can never accept liability for tax implications as a result of errors in such forms as mentioned above. Our liability is limited to any additional tax charges or interest, subject to the same quantitative limit as in section three above.

Any claims you make may only be made against PricewaterhouseCoopers AS or Advokatfirmaet PricewaterhouseCoopers AS, depending on who the contracting party is, and the person or persons stated as partner(s) / attorney(-ies) in charge of the Assignment in the engagement letter to you, i.e. not against any subcontractors, staff or parties involved (nor any attorney who is stated mistakenly as being attorney in charge in correspondence or other documents).

### 8. Particular rules concerning Advokatfirmaet PricewaterhouseCoopers AS

Our attorneys will perform the Assignment in accordance with the rules of good attorney practice at all times. Should you believe performing the assignment is contrary to the rules of good attorney practice, or that the fees estimated are contrary to those rules, you can complain to the Norwegian Law Society. As a basic rule, disciplinary bodies cannot assess the quality of work.

Complaints must be made without undue delay and in any case within six months from when you became aware, or should have become aware, of the circumstances on which the complaint is based. Complaints will be heard by the Law Society's regional disciplinary committee for the circuit concerned. Disciplinary committee decisions may be appealed to the Disciplinary Board of the Norwegian Council for Legal Practice.

For the rules of good attorney practice and more information on how to complain, see the law society's website at [www.jus.no](http://www.jus.no) under Advice and legal aid.

### 9. Choice of law and jurisdiction

These terms and conditions, and all matters relating to the Assignment, are governed by Norwegian law. Agreed jurisdiction is Oslo district court.