

General Terms of Business

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1. Contractual relationship

1.1 These general terms of business (these "Terms") apply to all services provided by Advokatfirmaet Wiersholm AS ("Wiersholm", "we" or "us").

1.2 We will normally issue a confirmation of engagement for each separate engagement. Our engagements will be governed by that confirmation of engagement, these Terms and/or any other agreement we may enter into in connection with the engagement. In case of any discrepancy between these Terms and a confirmation of engagement, the confirmation of engagement will take precedence.

1.3 Our services to you are provided by Wiersholm as a firm, and not by any other entity or any individual partner or employee of Wiersholm. The client's contractual relationship will be with Wiersholm only. This applies even if the client has expressly requested that the work be carried out by a specific person.

1.4 The entity or person referred to as the "client" in our confirmation of engagement or other agreement (the "client" or "you") shall be our client in all legal and practicable senses of the term. We may take instructions from any person whom we reasonably believe to have been authorised by the client to give instructions to us, unless otherwise agreed with you. Our duty of care is to the client alone and no other person is entitled to rely on our advice.

2. Services

2.1 We will render our services in accordance with the regulations to which we are subject, including the Norwegian Code of Ethics for lawyers (Norwegian "regler for god advokatskikk") and all other applicable legal requirements.

2.2 We will normally agree the scope of our services at the outset of the matter. However, the scope may be changed, expanded or reduced during the course of the matter based on the instructions we receive from you, how the matter develops, other external circumstances etc.

2.3 We will appoint one lawyer to be in charge of each separate engagement. In some cases we will appoint a separate lawyer in charge of a specific part of an engagement. We will furthermore employ such lawyers, paralegals and personnel on the matter as we consider appropriate in light of your requests, the nature and scope of the matter, applicable time constraints and available resources, or as we may otherwise agree with you.

The CVs of our lawyers and paralegals are available on our website www.wiersholm.no.

2.4 Our advice is given in the context of the circumstances in the specific matter, the information available to us and the instructions you give us. Accordingly, the advice may not be relied on in any other matter or used for any other purpose.

2.5 In order for us to give you the best possible advice, it is important that you provide us with all relevant information. We will assume that the information we receive from you is correct and complete.

2.6 We are only qualified to advise on Norwegian law. It is the client's sole responsibility to decide whether to engage advisers in respect of the laws of other jurisdictions. We shall not have any liability in respect of any advice relating to such laws.

2.7 Except where agreed otherwise it is not part of our services to give non-legal advice, such as advice on technical, financial, accounting, commercial, or environmental matters, and we shall not have any liability for any such matters. Unless otherwise agreed, our advice in a particular matter does not include advice relating to tax or potential tax consequences.

3. Fees, expenses, invoicing

3.1 Our fees are normally determined on the basis of a number of factors such as the experience and expertise of the individual lawyers involved in relation to the matter at hand, time spent, the results achieved, the complexity of the work, time constraints, the amounts involved and the risks assumed (if any) by us. Our work is recorded and charged in increments of 0.25 hours. We adjust our general hourly rates as per 1 January each year. The hourly rates of individual lawyers may be adjusted during the year.

3.2 Any fee estimate provided by us should not be considered as a price cap or a fixed fee. We will endeavour to inform the client as soon as practicable of any material deviation from any such estimate, but the client will be liable for the full amount of our fees even if it should exceed the estimate.

3.3 If a matter falls away or is aborted on short notice and we suffer a loss as a result of this, we will expect to discuss an appropriate compensation.

3.4 In addition to our fees we will charge the client for any costs we incur in connection with the

engagement, such as registration and registry search fees, courier charges or travel, hotel, catering or translation expenses. Fees and expenses will be invoiced without markup.

3.5 Our fees are exclusive of value added tax. To the extent required by law, value added tax will be charged in addition to our fees and the costs we have incurred. If value added tax has not been applied to our invoice(s) and the competent authorities subsequently require us to pay value added tax on the amounts so charged, we shall be entitled to charge the client for the amount of such value added tax payable by us.

3.6 Fees are normally invoiced on a monthly basis regardless of whether the engagement has been completed. At your request we will provide regular updates on the amount of fees incurred. If you have special wishes with respect to how we invoice our work this should be brought to the attention of the lawyer in charge before the start of the engagement so as to give us the opportunity to consider whether we are able to comply with your wishes.

3.7 Payment of invoices is due 14 days from the date of the invoice. We may charge interest at the prevailing rate under the Norwegian Act relating to Interest on Overdue Payments on payments which are not made when due.

3.8 Objections to our invoices must be notified to us in writing within one month of the date of the invoice.

3.9 We reserve the right to request advance payments from the client. Any advance payment will be used to settle invoices in the matter. The total amount of our fees for the matter may be higher or lower than the advance payment.

3.10 All sums payable by the client shall be paid free of deductions or withholdings except as required by law. If required to make any deductions or withholdings, the client shall pay us such additional amount as will leave us with the same amount as we would have received if no deduction or withholding had been made.

3.11 The client is responsible for checking whether it is entitled to insurance coverage or other third party reimbursement in relation to the matter (including coverage of our fees and expenses), and for giving all notices and taking all actions which may be necessary in order to benefit from such coverage or reimbursement.

4. Limitation of liability

4.1 Wiersholm shall not have any liability for any indirect or consequential loss. Any liability for direct loss shall be limited in amount to NOK 50 million for services provided in the matter.

4.2 Save as provided by mandatory law, no partner, board member or employee of Wiersholm shall have any personal liability in connection with any engagement undertaken or work performed by Wiersholm. If any such person is liable under mandatory law, clauses 4.1, 4.3 4.4 and 4.5 of these Terms shall apply correspondingly.

4.3 Wiersholm shall not under any circumstances be jointly liable with any other advisers or third parties who may be liable to pay compensation to the client. If there is a basis for liability for more than one party, Wiersholm's liability shall be limited to such portion of the liability which can fairly be attributed to losses suffered as a result of legal advice rendered by us. This shall apply even if the client should be unable to recover any other person's proper share of the same liability by reason of any limitation of liability, inability to pay or otherwise.

4.4 Our liability to the client will be reduced by any insurance payment or other third party coverage which the client may obtain. If we should pay an amount in compensation to the client, the client shall assign its rights against its insurers or other third parties to us or our insurers.

4.5 If your claim against us is based on a claim against you by a third party (including any public authority), we will be entitled to handle, defend and settle such claim on your behalf if we agree to indemnify you for the claim. If you settle, compromise or admit liability for any such third party claim without our prior written consent, we will have no liability towards you.

5. Other advisers

We may upon the client's instructions engage lawyers in foreign jurisdictions or other advisers. Any such engagement will be made on the client's behalf. Accordingly, the client will be solely responsible for the payment of the fees and expenses of such lawyers or advisers. We will have no liability to the client in respect of the services or advice of any such lawyers or advisers, whether or not such advice has been communicated to the client through us and whether or not we are formally registered as the client of such lawyers or advisers.

6. Conflicts of interest

6.1 We may be prevented from acting for a party if there is a conflict of interest in relation to another client. Before undertaking an engagement we will carry out a check as to whether there is a conflict of interest in accordance with the Norwegian Code of Ethics for lawyers. Notwithstanding this, other circumstances may arise which may prevent us from taking on the matter or acting for the client in an ongoing or future matter. Accordingly, it is important before and during our engagement that you provide us with information which may be relevant to the determination of whether there is an actual or potential conflict of interest. Our conflict checks extend only to work which falls within the agreed scope of the engagement, and if you request us to undertake any additional work we may need to undertake a renewed conflict check.

6.2 We are a full service law firm representing numerous clients, nationally and internationally, over a wide range of industries, and we may, consequently, have or undertake engagements for other clients who are in the same business as you or who you may consider as competitors.

7. Responsibility for expenses in legal proceedings etc

7.1 If the matter involves proceedings before the courts, the losing party may be ordered to pay the other party's costs as well as the court's fees. The same applies with respect to arbitration proceedings, where the client may also be ordered to pay the arbitration panel's remuneration and expenses. The client is solely liable for paying such amounts.

7.2 If the case is won the other party will not necessarily be ordered to pay the client's costs. Even if the case is won with costs, the court's or tribunal's assessment of the costs should be expected to be substantially less than the fees and expenses charged by Wiersholm. The client is nevertheless responsible for paying Wiersholm's fees and expenses in full.

8. Duration of the engagement

The client may terminate our engagement at any time. We may stop acting on a matter only with good reason (such as where the client does not pay an invoice or becomes insolvent, a conflict of interest arises or our continuing to work on the matter may have an adverse effect on our reputation or put us at risk of legal liability) or as otherwise permitted by the Norwegian Code of Ethics for lawyers. In each case, the client remains responsible for our fees and expenses for work done up to the point of termination.

9. Communications

9.1 Wiersholm uses electronic means of communication, including e-mail, in its communication with clients and third parties. There will always attach a certain security risk to electronic communications. We will generally not use encrypted e-mails unless you specifically request us to do so. If you have special requirements with respect to methods of communication this should be brought to the attention of the lawyer in charge before the start of the engagement.

9.2 Our spam and virus filters and security arrangements may sometimes reject or filter out legitimate e-mails. Accordingly, you should follow up important e-mails by telephone if you do not receive a response within an appropriate time. We shall have no liability if our filtering software should not be sufficiently effective and, as a result, your systems should be infected by a virus or otherwise negatively affected by an e-mail sent from us.

10. Document retention

Our practice is to retain copies of documents prepared or received by us in connection with an engagement for a certain period, following which we may destroy/delete such documents without notice to the client. Documents will normally be retained in electronic form only.

11. Anti-money laundering

We are subject to laws and regulations on anti-money laundering. Accordingly, we may ask you to provide us with information for the purposes of performing customer checks. We may be prohibited from undertaking the engagement if appropriate information is not provided.

12. Client accounts

Any funds we hold on behalf of clients will be held on client accounts in accordance with the requirements of applicable Norwegian law. We shall not in any circumstances be responsible for any loss or damage suffered by any person as a result of the insolvency, administration or bankruptcy of any financial institution at which client funds have been deposited.

13. Intellectual property rights

We retain copyright and all other relevant intellectual copyrights in documents and other products prepared by us in connection with an engagement, but you have the right to use the documents we have prepared for you for the purposes for which they are provided.

14. Privacy

As part of the performance of our services we will process personal data. We may also process personal data for purposes of following up clients and for knowledge management outside the scope of the relevant matter. Unless otherwise agreed we act as controller. More information about how we process personal data may be found here: <https://en.wiersholm.no/About-us/Privacy-Policy>.

15. The market abuse directive

15.1 In any matter where we will or may have access to inside information we will, at the client's request, draw up and maintain an insider list in accordance with the requirements of the Norwegian Securities Trading Act of all Wiersholm lawyers and employees who have access to such information. We will ensure that any partner or employee of Wiersholm who has access to inside information will be aware of the duties and responsibilities involved in having access to such information as well as the criminal liability associated with misuse or unwarranted distribution of such information.

15.2 At your request we will provide you with a copy of any insider list maintained in accordance with clause 15.1 as soon as practicable at any time within a period of five years after the list was prepared. The client is required to keep confidential any insider list provided by us and to use it only in order to comply with applicable legal requirements.

16. Human rights

In accordance with the Norwegian Bar Association's Guidance for law firms and human rights, we will take the initiative to discuss with our client actual and potential human rights violations which may result from the engagement, with the aim of assisting our client with avoiding such violations. We reserve the right to withdraw from the engagement should our client decide not to follow our advice in this respect and it is clear to us that the engagement may result in a violation of human rights.

17. Confidentiality

17.1 We owe a statutory duty of confidentiality to all of our clients and we will accordingly not disclose any documents or information of a confidential nature that we receive from the client to any third person without the client's prior consent.

17.2 Our confidentiality obligation shall not prevent us from disclosing information where required by law or from sharing information with other advisers engaged by you. In certain

circumstances we are required by law to disclose suspicions of money laundering or terrorism financing to the appropriate authorities. We are not permitted to inform the client that we have such suspicions or that we have made or are contemplating making such disclosures. Our confidentiality obligation also does not prevent us from providing information to banks or credit institutions regarding the identity of the beneficial owners (our clients) holding assets in our client account upon request from the relevant bank or credit institution in accordance with section 4-8 of the Norwegian Anti-Money Laundering Regulations.

17.3 We may disclose that we have acted for the client on a matter which is publicly known (including by way of use of the client's logo) as long as we do not disclose any details which are not in the public domain.

18. Assignment

Neither the client nor Wiersholm may without the other party's prior written consent transfer or assign any right, claim or obligation arising out of or in connection with the engagement. This shall not prevent Wiersholm from assigning overdue invoices to debt collection agencies.

19. Complaints

19.1 If you are dissatisfied with our services or the fees charged we would like to discuss your concerns with you as soon as possible so that we can try to resolve them in a way which is satisfactory to both of us.

19.2 If you consider that Wiersholm has breached the Norwegian Code of Ethics for lawyers, you may complain to the Regional Disciplinary Committee of the Norwegian Bar Association. The Norwegian Code of Ethics for lawyers and further information about the complaints procedures can be found (in Norwegian) on the Norwegian Bar Association's website www.advokatforeningen.no.

20. Governing law and disputes

20.1 These Terms and all issues relating to Wiersholm's engagements (including any liability issues) shall be governed by Norwegian law.

20.2 Any dispute in connection with Wiersholm's engagements shall be solved by arbitration in Oslo in accordance with the Norwegian Arbitration Act. The arbitral proceedings and award shall be confidential. Notwithstanding the above, Wiersholm shall have the right to pursue enforcement proceedings for due, undisputed payment claims in any court of competent jurisdiction.

21. Amendments

These Terms may be amended by us from time to time. The current version will be available on our

website www.wiersholm.no. Amendments will become effective when the amended version is posted on our website, www.wiersholm.no.