



Standard terms and conditions

for services provided by BDO in Norway



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PART I - GENERAL PART

1 Introduction and definitions

1.1 "BDO", "we" or "us" mean, in this context, BDO AS (organisation number 993 606 650) and BDO Advokater AS (organisation number 996 798 577).

The "BDO network" means the global network of separate and independent companies designated as BDO.

1.2 Our services and any additional terms and conditions will be governed by an Engagement Letter or Engagement Agreement. Engagement Letters and Engagement Agreements are referred to in these terms and conditions as an "Engagement Agreement".

1.3 Delivery of our services is governed by these terms and conditions ("The Terms and Conditions") and the Engagement Agreement. If there is a conflict between the Terms and Conditions and the Engagement Agreement, the provisions of the Engagement Agreement will take precedence.

1.4 The specific terms and conditions for the respective services in Part II of the Terms and Conditions are an integral part of, and supplement to, the General Part I of the Terms and Conditions. In the event of conflict between the General Part I of the Terms and Conditions and special terms and conditions for the various services, the special terms and conditions will take precedence.

1.5 The "Client" is the party to whom BDO has sent an Engagement Agreement and who has entered into an agreement for the services.

1.6 Person responsible for the Engagement means the person indicated in Sections 2.3 and/or 2.4.

2 Services provided by BDO

2.1 We provide audit, assurance, business, advisory and legal services. Advisory is an independent service. Advisory services may be rendered as part of our audit, assurance, business and legal services. However, no agreement to provide independent advisory services can be construed, unless agreed in a separate Engagement Agreement.

2.2 The scope of the specific Engagement or service shall be specified by us and the Client in the Engagement Agreement. However, the scope of service might be changed, expanded or revised during the course of the Engagement on the basis of instructions from the Client, how the Engagement evolves, or other external circumstances, etc. If the parties wish to make substantial changes to the scope of services stated in the Engagement

Agreement, a new Engagement Agreement will be prepared, or the changes shall be agreed in writing in another manner. If the Engagement changes with respect to the scope of services, we are entitled to adjust the fees according to the prices applicable at that time.

2.3 The services we provide are only intended for the purpose laid down in the Engagement Agreement or subsequent agreements between us and the Client.

2.4 We will always specify a person in the Engagement Agreement who is responsible for the delivery of the service. We reserve the right to change our service team. For legal services, a legal counsel will be appointed as the responsible for the legal services provided under the Engagement.

3 Client's obligations

3.1 The Client is required to make available to us all information, documentation, and resources necessary to execute the Engagement. This applies irrespectively of whether we have assisted the Client in previous Engagements and thus, already possess information about the Client.

3.2 The Client is required to on a continuous basis, keep us informed about matters and/or any changes in conditions that may affect the execution of the Engagement.

3.3 The Client may not hand over or allow others to gain access to or our service delivery, unless this a) has been specifically agreed in the Engagement Agreement or other agreement documentation between the Client and us, b) is required by statute or regulation or c) occurs with our prior written consent. The same applies to any knowledge gained by the Client through the delivery of our services regarding our ideas, concepts, models, information, know-how, methodology, etc.

3.4 Unless otherwise specifically agreed, stipulated in the specific terms and conditions for the respective services in the other parts of these Terms and Conditions or stipulated in a statute or regulation, the delivery of our services (including any reports) is only intended for internal use by the Client and for the purpose stated in the Engagement Agreement for the Engagement in question. We will not assume any liability whatsoever for third-party use of services provided and reports intended for the Client. Any liability and all expenses resulting from any claim from a third party, including as a result of unauthorised external use of reports or other deliverables, shall rest entirely with the Client.

If reports, letters, information or advice provided by BDO to the Client are to be used by a third party, we reserve the right to enter into a separate agreement with the Client about this or to require that the third party enters into an agreement with BDO. Unless otherwise agreed in writing, BDO has no liability beyond what already applied at the time of our advice or report.

The Client may not obligate us to provide our advice or reports to a third party without our written consent. Any such consent will be subject to terms and conditions (which normally will be agreed with the Client and/or the third party), including assignment of liability for damages.

- 3.5 The Client shall indemnify us for any and all losses, damages or costs incurred as a result of the Client's breach of its obligations in Section [3]. We will not be liable for damages incurred as a result of the Client's failure to comply with the Client's obligations.
- 3.6 Where use of IT systems is part of the services we provide, either directly or through third-party suppliers, the Client shall accept the applicable terms and conditions for the system(s) in question.

4 Copyright

- 4.1 The Client is entitled to freely use documents and materials the Client has specifically paid to have developed, with the limitations provided for in these Terms and Conditions, the Engagement Agreement and any other agreement documents involving the parties. However, we will retain the copyright and all other intellectual property rights to materials handed over to the Client, as well as rights to materials, software, ideas, concepts, models, information, know-how and such which results from or developed in connection with the services.

5 Fees and payment obligations

- 5.1 The terms and conditions in Chapter 5 apply unless otherwise described in the Engagement Agreement, the specific terms and conditions for the respective services, or in other parts of these Terms and Conditions, cf. Sections 1.3 and 1.4 in these Terms and Conditions.
- 5.2 The agreed fees and costs are stated in the Engagement Agreement. Unless otherwise stated, fees are always specified exclusive of VAT. To cover costs related to various IT tools and administrative tasks performed by personnel other than those dedicated to the Engagement, an administrative charge / digital service fee may be applied. This will include time spent on registering the client relationship and preparation and confirmation of the Engagement.

- 5.3 When invoicing, we reserve the right to make an overall assessment with respect to the amount, where specific expertise, experience, risk and other matters concerning the Engagement will be taken into account. We reserve the right to invoice in advance or on account when appropriate. The Client consents to our offsetting of fees due against such paid amounts.
- 5.4 VAT will be calculated in addition to net fees in accordance with the applicable regulations at any time. To the extent government authorities impose VAT on any of the services after an invoice is issued to the Client, we are entitled to invoice the Client in arrears for such output VAT. The limitation period on unpaid VAT begins at the date of the resolution made by the tax authorities to re-calculate such output VAT.
- 5.5 All expenses and outlays such as travel time, travel costs, accommodation, etc. will be invoiced with the fees. In addition to fees and outlays/expenses, any VAT will be added according to the rules applicable at any time. Passing on outlays may result in separate value-added tax on the outlays.
- 5.6 To the extent we use subcontractors, this will be invoiced according to applicable rates, plus VAT if applicable.
- 5.7 We normally invoice work performed each calendar month, irrespective of whether the Engagement has been concluded. If the Client has particular preferences related to how the work is to be invoiced, the Person responsible for the engagement at BDO must be informed of this before the Engagement is commenced, so that we can decide whether we are able to fulfil such requests. The deadline for payment is 14 days from the invoice date, unless otherwise agreed between the parties. Penalty interest will accrue according to the applicable statutory rate for penalty interest for amounts that are not paid when due.
- 5.8 Any objections to invoices must be presented immediately and, in all cases, within 60 days after the payment deadline for the invoice.
- 5.9 The Client is not entitled to offset our remuneration with claims the Client has, or asserts to have, against us.
- 5.10 If the Engagement is terminated, irrespective of the reason for the termination, the Client shall pay a fee for work performed plus expenses and outlays up until the Engagement is terminated.
- 5.11 If not otherwise agreed, client-specific fees will be adjusted annually according to the Norway Consumer Price Index for services where labour predominates, with effect from 1 January.

6 Electronic communication

- 6.1 We employ electronic means of communication when communicating with the Client and third parties. Separate terms and conditions apply for our communications channels. There will always be a certain security risk in connection with electronic communication. The parties are individually responsible for ensuring that common precautions are taken during electronic information exchanges, including installation and updating of adequate software for virus protection etc.
- 6.2 Our spam and virus filters and security arrangements may occasionally reject or filter out legitimate e-mails. The Client should, therefore, follow up important e-mails by telephone if a response has not been received within a reasonable period. We will not have liability if our filter programmes should turn out to be insufficiently effective and the Client's systems should be infected by a virus or in another way be negatively affected because of an e-mail from us.

7 Confidentiality

- 7.1 We and the Client commit to use the other party's confidential information only in connection with performance of the service in question and will not allow others to gain access to it, except in cases where it is required by statute or regulation. However, we can provide confidential information to others in the BDO network, BDO Advokater AS or relevant subcontractors and/or the Client's advisers involved in the matter, as long as they have a justifiable need for the information and are bound by a duty of confidentiality.
- 7.2 BDO AS is subject to supervision and professional quality control by the Norwegian Financial Supervisory Authority, BDO Global and institutes or organisations where we are members. The Client will provide BDO AS and the above-mentioned supervisory authorities or regulatory bodies access to relevant materials and full access to physical and electronic archives which document the work of BDO AS, including necessary access to the IT systems, as a part of such supervision or control.
- 7.3 We may refer to the Client and the services we have assisted the Client within connection with the marketing of our services.

8 Conflict of interest

- 8.1 The Client consents to us performing services for the Client's competitors and for others who may have a conflict of interest with the Client.
- 8.2 We also refer to the specific rules on conflict of interest that apply to certain services provided, described in greater detail in Part II.

9 Privacy

- 9.1 As a part of the performance of our services we will process personal data. We will process such personal data as either a data controller or a data processor. Unless otherwise specified in these Terms and Conditions, in the Engagement Agreement or otherwise agreed with the Client, we process personal data as a data controller. More information about how we process personal data as a data controller can be found on our [website](#).
- 9.2 [Our data processor agreement](#) applies to our processing of personal data as a data processor, unless otherwise agreed with the Client. In the event of any conflict between the data processor agreement, these Terms and Conditions and/or the Engagement Agreement, the data processor agreement will take precedence for matters specifically related to data processing.

10 Anti money laundering and financing of terrorism

- 10.1 We are subject to statutes and regulations regarding measures against money laundering and financing of terrorism. We may therefore ask the Client to provide the information we need to perform necessary checks and client due diligence measures. If we do not receive the necessary information, we may be prevented from accepting the Engagement.
- 10.2 The Client undertakes, upon request from us, to provide complete and correct information for conducting checks and client due diligence measures.
- 10.3 The Client undertakes, upon request from us, to provide complete and correct information for conducting our anti money laundering control and measures.

11 Use of data

- 11.1 In addition to using data as part of the delivery of our services, the Client acknowledges that we may use such data, including personal data, for (i) development and testing, statistics, research, knowledge administration and (ii) archiving, invoicing, administration and other internal business purposes.
- 11.2 The Client accepts that we may extract data from the Client's accounting system and other systems to which the Client provides us access, to the extent appropriate for performing our service delivery. Such data may also be used as mentioned in Section 11.1.
- 11.3 Clients who wish to make a reservation against the use of data as mentioned in Sections 11.1 (i) and 11.2 can do so on our [website](#).
- 11.4 We may send newsletters, event invitations and other enquiries to appropriate individuals at the Client, by e-mail or SMS. Individuals will be given an opportunity to unsubscribe from this. We will also be able to send such enquiries based on an individual's consent.

11.5 BDO has guidelines for ethical use of data and procedures for use of sensitive information and personal data. See also paragraph 7 on Confidentiality and paragraph 9 on Privacy regarding restrictions on the use of data.

11.6 If the services we provide include delivery of a data model, this requires that the principles being basis for the model have been discussed in a meeting between us and the Client. The Client makes the final decision on the principles being basis for the data model.

We do not know what future decisions the Client may take based on the model and all use is, therefore, at the Client's expense and risk. Accordingly, we assume no liability for the result of decisions based on the use of the data model.

12 Transfer of the agreement

12.1 Without the other party's prior written consent, neither party may assign, transfer or delegate its rights, obligations, claims or payment of claims arising from this agreement. Any transfer without such consent is invalid. The requirement for prior consent also applies to a corporate merger or demerger.

13 Force majeure

13.1 Neither of the parties is liable to the other for damages are a result of a party being unable to fulfil its obligations because of circumstances that the party did not know about or could not reasonably have known about when entering into the Engagement Agreement, and neither the condition nor the consequences could have reasonably been avoided or resolved by the other party.

14 Employee access to client's bank account

14.1 No employee of BDO will have private access to the Client's bank accounts. Any bank access will be administered through BDO's access agreements with appropriate banks as authorised by the Client.

15 Limitation of liability

15.1 We are not liable in any way for indirect losses, consequential losses or consequential damage, including operating loss, lost profit, lost goodwill, etc.

15.2 Unless otherwise provided for by law, no partner, board member or employee of ours will have any personal liability in connection with Engagements that are accepted or work that is performed by us.

15.3 We are not liable for advice and/or information provided by anyone other than our own employees, even if we have arranged contact with external advisers, unless this is specifically agreed. If we use other member firms in the BDO network outside Norway as a subcontractor, in the event of a breach caused by the subcontractor, the Client may only make a claim against BDO in Norway and as provided in the Terms and Conditions.

15.4 Unless otherwise stated in the Engagement Agreement, we are not liable for information provided by the Client in statements to government authorities, including tax statements and appendices, cost reimbursements, subsidies, shareholder register statements, tax reductions, etc.

15.5 Unless otherwise agreed in the Engagement Agreement, the maximum liability for damages for BDO, including any liability for the person responsible for the Engagement where that individual is personally liable for the Engagement, will be the higher of 10 times the accrued fee (including VAT) for the service claimed to have been deficient or NOK 1 million, limited to a maximum of NOK 50 million.

15.6 These provisions on limitation of liability apply to the extent that they do not conflict with mandatory legislation.

16 Termination of the agreement

16.1 The Client may terminate the agreement with 30 days' written notice, if not otherwise stated in the Engagement Agreement or any specific terms and conditions in Part II below for the service(s) in question. If it does not breach relevant professional requirements, and nothing to the contrary is stated in Part II or the Engagement Agreement, we may also terminate the agreement with 30 days' written notice.

16.2 Unless otherwise stated in provisions governing specific terms and conditions for the respective services, the contractual relationship may be terminated with immediate effect by a party if (i) the other party materially breaches the agreement and does not rectify the breach within 7 days after being made aware of the breach, (ii) it is likely, or appears likely, that the other party is unable to pay its obligations or becomes insolvent or (iii) the agreement, or actions arising from it (including any form of settlement), may or might entail a violation of any statute or regulation.

17 Complaints and dispute resolution

17.1 Any complaint regarding the performance of the Engagement is to be directed to the individual at BDO identified in the Engagement Agreement as the person responsible for the Engagement or the Managing Partner and to klage@bdo.no. The complaint rules stated in the specific terms and conditions for the service type in question in Part II below, also apply.

17.2 The agreement, and any disagreement related to the agreement, either contractual or non-contractual, are governed by Norwegian law. The Parties shall attempt to resolve any disputes in connection with the delivery of our services, contractual and non-contractual, through negotiations. If such negotiations do not succeed within two weeks from when the dispute arose, each of the parties may request to have the dispute determined by the general courts in Norway. BDO is entitled to decide that legal proceedings must be brought to the Oslo

District Court, irrespective of whether BDO is the plaintiff or defendant.

18 Changes to agreement

- 18.1 We are entitled to make changes to these Terms and Conditions with effect for new Engagements or upon renewal of an Engagement agreement. The current version of the Terms and Conditions will be available at all times on our website, www.bdo.no. Any changes will enter into force with effect from the date on which the changed version has been published on our website. Previous versions may be obtained upon request.

PART II - SPECIAL TERMS AND CONDITIONS FOR VARIOUS SERVICES

19 Special terms and conditions for legal services

These special terms and conditions apply to the relationship between BDO Advokater AS (referred to here as "us" or "BDO") and the Client.

For forensic services performed by BDO Advokater AS or BDO AS's lawyers and jurists, Chapter 22 (Special Terms and Conditions for Advisory Services) of these Terms and Conditions also applies.

19.1 Content of our legal advice

In connection with providing legal services, we will provide advice on legal matters under Norwegian law.

Unless otherwise specifically agreed, we do not provide legal advice on foreign law.

In any event, we are not liable for the results or outcomes of processes, transactions or other matters to which our legal advice is related.

In order for BDO to perform the Engagement in the best possible manner, the Client must provide all relevant information. It is the responsibility of The Client that the information we receive is correct and complete.

19.2 Specifics regarding fees for legal services

In court proceedings, the Client may be ordered to cover the fees of the opposing party and any court fees if the Client loses. The same applies in arbitration, where the Client may also be ordered to pay the arbitration tribunal's fees and other expenses. It is the sole responsibility of the Client to cover such claims.

If our fees and expenses in connection with court proceedings exceed any amount awarded by the court, the Client will nevertheless be obliged to pay them in their entirety.

19.3 Conflict of interest

Prior to accepting an Engagement, we will check whether there is a conflict of interest or dual representation with respect to another client. Should this be the case, we may be prevented from accepting the Engagement.

We will adhere to the Norwegian Code of Conduct for Lawyers but reserve the right to base our decisions on stricter assessment criteria as to whether a conflict of interest or dual representation issue exists.

It is important that the Client before and during the Engagement provides us with all information that may be relevant for determining whether a conflict of interest exists or may arise.

It may be necessary to conduct a new conflict check if the scope of the Engagement is expanded, as our conflict check only encompasses the Engagement as outlined in the Engagement Agreement.

19.4 Client account

Funds which we hold on behalf of our clients will be placed in a client account at a financial institution authorised to conduct such activity in Norway, in accordance with applicable Norwegian law. We will not assume any liability for loss or damage resulting from insolvency, bankruptcy or other damaging conditions at financial institutions where client funds are deposited.

19.5 Discussions with opposing party

As a general rule, the Client's communication to and from opposing parties should be cleared with us or go through us. We and the Client will keep each other mutually informed about significant communication that takes place between involved parties.

19.6 Duration of the engagement

The Engagement is concluded when the Engagement, as described in the Engagement Agreement, has been completed.

We may suspend our work if there are reasonable grounds not to continue the Engagement. Reasonable grounds include but are not limited to; that the Client has failed to pay or does not upon request pay a retainer or provide security for our fees and expenses, that a conflict of interest arises, that the Engagement is in breach of binding legal rules or the Norwegian Code of Conduct for Lawyers, or that it might expose us to legal liability if we continue our work on the matter or as otherwise stated in the Norwegian Code of Conduct for Lawyers. Irrespective of this, the Client will be liable for our fees and expenses for work performed up until the conclusion of the Engagement.

19.7 Right to complain

See Section 17 of the Terms and Conditions.

If the Client believes that an Engagement has been carried out in breach of the Norwegian Code of Conduct for Lawyers or wishes to complain about the size of our fees, it is possible to complain to the Norwegian Bar Association's disciplinary committee. As a general rule, the quality of work cannot be assessed by the disciplinary bodies.

As a main rule a complaint to the disciplinary committee must be filed within 6 months.

The deadline runs from the time the person filing the complaint became aware or should have become aware of the circumstances on which the complaint is based. The complaint will be considered by the Norwegian Bar Association's regional disciplinary committee. A decision from the disciplinary committee may be appealed to the Disciplinary Board within three weeks.

The Norwegian Code of Conduct for Lawyers and further information about filing a complaint can be found on the website of the Norwegian Bar Association at www.advokatforeningen.no.

20 Special terms and conditions for audits and other assurance engagements and agreed upon procedures

20.1 Purpose

20.1.1 Auditing

The purpose of our work as an auditor is to increase users' confidence that the Client's annual accounts have been prepared in accordance with applicable statutory and regulatory requirements, including the applicable framework for financial reporting.

20.1.2 Review engagements

The purpose of review Engagements is to increase intended users' confidence that the entity's (annual) accounts have been prepared in accordance with applicable framework for financial reporting.

20.1.3 Other assurance engagements

The purpose of assurance Engagements that are not audits or reviews of historical financial information, is to provide either reasonable or limited certainty, depending on what is relevant, that the information about the subject matter does not contain material misstatements.

20.1.4 Agreed upon procedures

The purpose of agreed upon procedures is to assist the client with an agreed objective, specified in the Engagement Agreement. Our report may not be used for any other purpose and is for information only. For agreed upon procedures, we perform the procedures explicitly agreed upon and report our findings based on these procedures.

Since BDO neither decides the scope of procedures nor determines any threshold for what is to be included in the report or not, agreed upon procedures do not constitute an audit, review or any other form of assurance. Therefore, we will not issue a report containing an opinion on anything other than what is specifically agreed in the Engagement Agreement.

20.2 Audit engagements

20.2.1 Our responsibilities as the client's auditor

When we are appointed auditors, we are required to audit the Client's annual accounts, which consist of a balance sheet, profit and loss accounts, a description of accounting policies applied and other notes. Where it is appropriate, a statement of changes in equity and/or cash flow is also a part of the annual accounts. If the Client is the parent company in a group issuing consolidated accounts, the annual accounts consist of company accounts and consolidated accounts, each with the content described above.

We will issue an audit report, where we state an opinion on whether: the annual accounts or other accounts, provide a true and fair view, or are stated, in accordance with the accounting framework applied and whether the accounts meet applicable legal requirements.

If an annual report is also issued together with the annual accounts, we will state an opinion on whether the annual report is consistent with the annual accounts and whether the annual report contains the information to be provided according to applicable legal requirements.

20.2.2 Frameworks for the engagements

20.2.2.1 Audit of financial statements

We will perform our audits in accordance with generally accepted auditing practice, including the International Standards on Auditing (ISAs) issued by the International Auditing and Assurance Standards Board (IAASB). We will also perform related services according to applicable standards that apply to such services, see the specification of this below.

20.2.2.2 Assurance on reporting to tax authorities

Under the Norwegian Tax Administration Act, an auditor must sign (assure) the tax declaration and the form for wages and pension expenditures for entities subjected to statutory audit that are also liable to tax and/or have wage and pension expenditures that are required to be reported. There may be other attachments that must be assured, such as the form for group contributions.

The purpose of such certification is for the tax authorities to have reasonable assurance that the basis for information about tax and VAT matters in the tax declaration is in accordance with the tax laws.

If the auditor is not able to provide assurance of the tax declaration or the schedule of wages and pension expenditures, this will be reported to the tax authorities through their receipt of a copy of the explanation in accordance with applicable statutory and regulatory requirements.

We will perform our work on assurance of the income declaration and the schedule of wages and pension expenditures for entities subjected to statutory audit in accordance with the Norwegian assurance standard, SA 3801.

20.2.2.3 Responsibilities of the client's board of directors and management

Our audit will be performed on the basis that the Client's board of directors and management are responsible for

- a) a. the preparation of annual accounts that provide a true and fair view in accordance with the accounting framework;
- b) b. the bookkeeping being in accordance with the Norwegian Bookkeeping Act;
- c) c. compliance with the legislation for the company's tax and VAT reporting;
- d) d. the company managing the risk of irregularities and errors in a prudent manner by having well-functioning internal control and good accounting and reporting procedures;
- e) e. facilitating the audit by granting us the access required to undertake examinations and provides us with the information we deem necessary for the performance of the Engagement, including unlimited access to individuals in the company;
- f) f. ensuring timely submission of all relevant documentation and reconciliations of accounting entries; and
- g) g. issuing any written statements we request in connection with the audit.

20.2.2.4 Reporting

After accounts and any annual reports have been submitted by the Client, we will conclude the auditing work for the year and submit our auditor's report according to Section 9-7 of the Norwegian Auditors Act, which shows the result of the statutory audit to the Client's general meeting.

20.2.2.5 Communication with the company

Pursuant to Section 9-5 of the Norwegian Auditors Act, an auditor is required to report all matters brought to light by the audit of which the board of directors should be apprised in order to be able to discharge its responsibility and tasks, including significant deficiencies in the enterprise's internal control, breaches of the bookkeeping regulations and other legal requirements and identified irregularities in numbered written communications to the board of directors. Such correspondence is to be retained in an orderly and satisfactory manner.

The auditor is required to identify the matter and the consequences it will have for the audit if the matter is not acted upon. The auditor is required to verify that the matters communicated have been considered by the board of directors. The written communication must state that it has been provided according to Section 9-5 of the Norwegian Auditors Act.

In enterprises without a board of directors the communication is to be made to another appropriate management body.

Where it is required by law, an annual meeting must be held between the company's board of directors and the auditor, without management being present.

The purpose of the meeting is for the board of directors and the auditor to discuss accounting matters in which the auditor sees significant weaknesses and deficiencies in the assessments the management has made, as well as other matters that the auditor believes the board should be informed about.

20.2.2.6 Termination and resignation

The audit Engagement runs until it is terminated either by the Client or by us.

In given situations, we have a duty and/or right to withdraw from the audit Engagement, see Section 9-6 of the Norwegian Auditors Act.

A notice of termination must be written.

20.3 Assurance engagements other than auditing

20.3.1 Opinions and statements under norwegian company legislation

Both for clients where we are selected auditors and for other principals, we may agree to issue opinions, confirmations or statements where it is appropriate under Norwegian company legislation. Such special assurances will not be included as part of our general audit Engagement.

We will perform our work on such special assurances in accordance with the assurance standard, SA 3802.

20.3.2 Other assurance engagements

We may also agree by specific agreement to provide other opinions or confirmations where this is appropriate.

Such opinions or confirmations are completed in accordance with standards for review Engagements (ISRE 2400-2410), standards for assurance Engagements that are not audits of historical financial information (ISAE 3000) and the ISAs.

20.4 Agreed upon procedures

We may agree by specific agreement to provide a report after agreed upon procedures.

For such services, we issue a report on our factual findings, pursuant to what was agreed in the Engagement Agreement and the standards, without reporting any opinions as for an assurance Engagement.

Our Engagement will be performed in accordance with ISRS 4400 "Agreed-Upon Procedures".

An assignment on agreed upon procedures in accordance with ISRS 4400, entails that we do the procedures agreed with the client and that we communicate the findings in a report on agreed upon procedures. The findings are the results of the agreed upon procedures that have been performed. The client (and other parties if relevant) confirms that the actions are appropriate for the purpose of the assignment. We do not comment on the appropriateness of the actions.

The assignment for agreed upon procedures will be carried out based on the assumption that the client is responsible for the details on which the agreed upon procedures will be performed.

20.5 Inherent limitations

For limitation of financial liability, see Section 15 of the Terms and Conditions.

Auditing and other assurance Engagements, as described in Sections 20.1.2 and 20.1.3 of the Terms and Conditions, involve carrying out measures to obtain evidence on matters for which we are to express an opinion. The measures chosen depend on the auditor's judgement.

A judgement is also involved when assessing the risk that information reported by the client contains material misstatements, whether due to fraud or errors.

Because of the inherent limitations of auditing and assurances, as well as the inherent limitations of internal control, there is always a risk that not all material misstatements in the financial or non-financial information will be detected, even if the audit or assurance has been planned and carried out in accordance with the professional standards.

20.6 Auditing and internal control

An auditor's objective when auditing is to express an opinion on the financial reporting.

The audit includes an assessment of the internal control related to the preparation of the accounts, in order to design audit measures that are appropriate under the circumstances, but not with the objective of expressing an opinion on the effectiveness of the internal control.

Deficiencies reported to the management are limited to the deficiencies that the auditor has identified during the audit and which the auditor believes are sufficiently important that they should be reported.

21 Special terms and conditions for business service engagements

21.1 Subject matter of the engagement

It is the Client who is obliged to submit correct statements and prepare its reports according to applicable laws. BDO has only agreed to provide the services governed by the Engagement Agreement, on the basis of information provided by the Client. The collaboration between the parties relies on good, complete communication and the Client providing correct information.

21.2 Performance of the engagement

We will perform our Engagement in accordance with the Engagement Agreement and requirements made in, or pursuant to, statute and according to the Generally Accepted External Accounting Practice ("GRFS") and otherwise assist in taking care of the Client's interests. The Client is obliged to assist in good faith in compliance with the requirements.

The Engagement does not mean that the Client's own responsibility for the accounting is reduced by using an accountant, cf. GRFS Section 3.2, sixth paragraph.

Accounting material that is handed over to BDO must be complete and relate to the business. Deadlines are set out in the Engagement Agreement.

If it is not clearly stated in the accounting material how it is to be treated, the Client must provide necessary supplementary information without being asked.

BDO must be informed before the Engagement begins and continuously as needed regarding any matter that may be significant for the performance of the Engagement. The Client must inform BDO about factual matters that are necessary for BDO to be able to prepare correct reports and statements. In addition, the Client must inform BDO about notices and information from public authorities that are relevant for the Engagement.

The Client must review the accounting, reports, tax returns, etc. as soon as they are made available and make BDO aware of possible errors and deficiencies.

Enquiries from BDO are to be answered timely by the Client without delay.

Independent services and tasks provided by us beyond what appears in the Engagement Agreement will be performed as specifically agreed and upon entering into a new Engagement Agreement.

21.3 Retention of accounting documentation

We will return the Client's accounting documentation upon termination or as specifically agreed. The Client is obliged to accept the documentation according to the agreement. Unless otherwise agreed, the Client must immediately take possession of the accounting documentation upon cessation of the Engagement. If the Client has not taken possession of its accounting documentation within 90 days after written notice from BDO, the Client will be regarded as having surrendered the accounting documentation and its rights and duties related to this. This means, under GFRS 4.7, that the Client will thus be regarded as having granted consent to BDO to shred, delete or destroy all accounting documentation without further notice, including any backup copies, at the Client's expense and risk.

If the Client does not wish to have the accounting documentation delivered and the retention period has expired, the accounting documentation will be shredded or deleted within one year after the expiry of the retention period, c.f. GRFS Section 4.4.

We reserve the right to withhold documentation produced by us until all outstanding claims have been honoured within the legislation applicable at any time.

For the period from when written notice from BDO is sent and until transmission, shredding, deletion or destruction of accounting documentations takes place, BDO may require payment for any storage costs, including licence costs.

- 21.4 Authorisation for obtaining and disclosing information
BDO or BDO's employees are granted authorisation to obtain accounting information and other relevant information from third parties.

BDO or BDO's employees are also granted authorisation, when it is included as a part of the Engagement, to:

- Complete and submit official forms via Altinn or another filing portal operated by an agency or agencies requiring the form(s) to be filed. This includes signing the form(s), to the extent this is not prohibited by law.
- Provide ledger information to customers, suppliers, auditors and authorities at their request.

To the extent an authorisation structure is required with respect to third parties during the Engagement, the Client is obliged to grant us special written authorisation.

When signing on behalf of the Client, we confirm, as the agent, only that filed forms agree with recorded and documented information and that the information, to the best of the agent's knowledge, agrees with the actual circumstances.

The authorisation is valid from entering into the Engagement Agreement and until the Engagement ceases, or the authorisation is revoked in writing.

- 21.5 Duty of confidentiality

The duty of confidentiality that appears under Section 7 in these Terms and Conditions does not prevent an accountant from providing information about the Engagement to the principal's chosen auditor.

- 21.6 Ownership

The Client owns its own provided documentation. The Client also owns completed and incomplete accounting documentation which BDO has prepared for the Client.

BDO has a duty to hand over accounting documentation which BDO has prepared as part of the Engagement, unless the rules on right of retention are applicable.

BDO retains the rights to its own tools and methodological basis. BDO may also utilise suitable general knowledge (know-how) obtained in connection with the Engagement as long as this does not entail a breach of a duty of confidentiality or good business practice.

- 21.7 Breach and right of retention

In the event of the Client's breach, BDO may discontinue the work and/or exercise a right of retention to the result of the Engagement until the breach ceases.

BDO may not exercise a right of retention to accounting documentation prepared by BDO and for which the Client has paid.

The Client bears the risk of exceeding deadlines as a result of its own breach. When the Client's breach ceases BDO may choose, in exchange for a supplementary fee, to perform the Engagement with increased effort or beyond normal working hours so that exceeding deadlines is avoided if possible.

- 21.8 Termination

If the event of a material breach, the other party may terminate the agreement in whole or in part. Before a termination, the terminating party must explain the breach and notify that termination is being invoked.

BDO will be considered to have materially breached the agreement if:

- Performance of the Engagement deviates significantly from the rules that apply to the services that BDO has agreed to perform under the Engagement Agreement.
- BDO's deadline for delivery is not met, and delivery has still not occurred within one week after written notice was received from the Client and exceeding the deadline is not due to circumstances on the part of the Client.

The Client will be considered to have materially breached the agreement if:

- The Client has not paid fees due plus interest within 14 days from BDO's reminder.
- BDO is not given an opportunity to perform the Engagement in a proper manner through BDO not receiving necessary documentation.
- An attempt is made to instruct BDO to perform the Engagement contrary to laws and rules.
- The Client deliberately makes bookings or records etc. in the system to avoid a tax or charge contrary to applicable regulations.

If one of the parties unjustifiably shuts out or, in another way, hinders the other party's access to the IT system as stipulated in the agreement document "Joint use of IT systems", this will also be regarded as material breach.

If the Client materially breaches the Engagement Agreement and BDO terminates the agreement, BDO is entitled to compensation in the amount of at least three times the monthly accounting fee. The monthly accounting fee for which compensation may be claimed will generally be set at the average monthly fee for the last 12 months, or a shorter period of time if the duration of the Engagement has been shorter. If the fee for the subsequent three months would have been higher than the average monthly fee this will be the basis for the compensation claim.

Contrary to what appears under Section 15.5 in Part I, our total financial liability is limited to 10 times the annual accounting fee, limited to a maximum of NOK 1 million.

If debt settlement, voluntary arrangement or bankruptcy proceedings are opened for the Client, or the Client becomes insolvent, we are entitled to terminate the agreement with immediate effect unless otherwise provided under mandatory law.

21.9 Termination

The parties may terminate the agreement with four months' written notice, calculated from the first day of the month after the notice. If another period is specified in the Engagement Agreement, it applies. If the Client does not contribute to our being able to deliver the agreed services during the notice of termination period, this is regarded as material breach and grants a right to compensation under the rules in Section 21.8.

21.10 Use of IT systems

In the event of joint use of our IT systems, we are not liable for any changes, additions or deletions of recorded information that are carried out by the Client in our IT system. This also includes any consequences if this results in errors or delays in the Client's accounts, mandatory accounting reporting and/or other official forms, etc.

21.11 Liability for errors that arise from the client

BDO also disclaims any liability for errors or deficiencies in IT systems, communications, data security, lack of maintenance, backup copies, reconstruction or other errors or deficiencies.

21.12 BDO's use of third-party software

We use third-party software in deliveries to our clients. This third party is responsible for the service being available according to terms and conditions agreed between us and the third party. In the event of an error, we will report the error to the third party, but we are not liable to the Client beyond the duty to monitor the error.

21.13 Use of subcontractors

We reserve the right to make use of subcontractors in the performance of the Engagement.

22 Special terms and conditions for advisory services

22.1 The engagement

These terms and conditions apply separately for advisory Engagements, where the nature, scope and delivery of the Engagement is agreed in the Engagement Agreement.

Even if our advisory Engagements may entail checking financial or non-financial information, our advisory Engagements will not be legal advice or legal services subject to the Norwegian Courts of Justice Act, auditing, review, assurance or related services based on standards issued by the International Auditing and Assurance Standards Board (IAASB). Separate Engagement Agreements are issued for Engagements within the mentioned areas.

Should we nevertheless in our Engagement for advisory services perform services that fall under the aforementioned areas, our general terms and conditions in Part I and the relevant chapter under Part II will apply to our services even if a separate Engagement Confirmation should not be issued for these.

With respect to forensic services, these are carried out at both BDO Advokater AS and BDO AS according to the Norwegian Bar Association's guidelines for private forensic services. Forensic services carried out as legal Engagements, as a clear general rule, are subject to a full duty of confidentiality and exemption from execution in line with general rules for legal Engagements. These rules do not generally apply to forensic Engagements performed by BDO AS. The exception is instances where the involvement of lawyers is of such a nature that the forensic service is to be regarded as a legal Engagement.

22.2 Liability for supporting information

The Client understands and agrees that the information it provides or forwards to us may be essential for the quality of the services we provide. As a part of our work, we will assess whether the information received is reasonable, but we will not (unless otherwise specifically agreed) undertake any form of verification of the information. In any event, BDO has no liability for any deficiencies and/or errors in the delivery of services that may result from received information being incomplete, incorrect or not updated.

The Client is required to indemnify BDO for any loss arising from incorrect or incomplete information that BDO receives from the Client or its representatives. The indemnification is not contingent on negligence on the part of the Client or its representatives.

BDO's work is carried out within a limited time frame and the scope and completeness of the analyses made must be viewed in light of this. BDO cannot vouch for that all relevant circumstances have been detected or analysed.

The Client may need to have a dialogue with our project manager or others in the project team. Such dialogue is to be regarded as a delivery from BDO unless otherwise agreed in writing. Deliveries may be made through dialogue between BDO and the Client if this is agreed in writing. The Client must therefore ask for such a written agreement. BDO will then carry out ordinary quality assurance, which may entail involving other resources and a partner and will be invoiced. Unless oral advisory is agreed in writing and such quality assurance is completed, BDO will not be responsible for the Client's use and the result of such use of dialogue performed by employees of BDO.

22.3 Reference/marketing

We may refer to the Client and our role in the transaction on a general and overarching basis in connection with the sale and marketing of our services, as well as when creating records in BDO's internal transaction databases and on BDO's website.

23 Special terms and conditions for transaction advisory services

23.1 General terms and conditions

23.1.1 Financial advisory

These terms and conditions apply separately for services related to financial advisory in connection with capital raisings, acquisitions, disposals and mergers/demergers of companies (lead advisory services), due diligence services and valuation and modelling services, where the nature, scope and delivery of the Engagement is separately agreed in the Engagement Agreement.

The services do not include advice related to tax and VAT, accounting or regulatory issues, technical or legal matters that may be handled by other professional advisers.

23.1.2 Independence

Prior to accepting an Engagement, we will check whether there is a conflict of interest with respect to the Client, the target company or other third parties in a transaction and whether the Engagement will constitute dual representation or in another way be in conflict with respect to another Client. In cases where actual or potential conflicts of interest are discovered we may be prevented from accepting the Engagement.

In accordance with the ethical guidelines, we have implemented procedures for identifying situations where questions regarding independence may arise. However, we cannot be entirely sure that our procedures will identify all possible situations. If the Client becomes aware of a possible conflict of interest in connection with our delivery of the service, the Client is obliged to inform BDO immediately.

If a conflict of interest has been identified and we believe that by implementing appropriate measures we can safeguard the Client's interests in a satisfactory manner, we will inform the Client (irrespective of obligations to third parties), explain the measures we have implemented and obtain the Client's consent. However, circumstances may arise where the Client's position cannot be protected. In such cases, the Engagement may be terminated without it affecting our right to a fee for the work carried out by us up to and including the termination date for the Engagement.

23.1.3 Terms of reference

We may refer to the Client and our role in the transaction on a general and overarching basis in connection with the sale and marketing of our services, as well as when creating records in BDO's internal transaction databases and on our website.

23.1.4 Liability for supporting documentation and corporate decisions

The Client understands and agrees that information we receive from the Client or on behalf of the Client, from other parties involved in the transaction, or which we obtain or receive from other sources, may be essential for the quality of the services we provide. As a part of our work, we will assess whether the information is reasonable, but we will not, unless otherwise specifically agreed, undertake any form of verification of the correctness or completeness of the information or undertake or obtain any independent assessments of the business. In any event, we have no liability for any deficiencies and/or errors in the delivery of services to the Client that may be a result of information that has been obtained or received being incomplete, incorrect or not updated.

The Client is responsible for the content of materials for investors or third parties being correct, complete and not misleading. The Client is required to inform us immediately of any errors or incomplete items that have been communicated to BDO or others in company presentations, reports, tender documents or similar.

The Client is required to indemnify BDO for any loss arising from incorrect or incomplete information that BDO receives from the Client or its representatives, including, but not limited to, information communicated in Information memorandums, company presentations, due diligence reports, tender documents, etc. The indemnification is not contingent on negligence on the part of the Client or its representatives.

The Client is itself responsible for carrying out necessary and binding corporate resolutions in connection with the transaction in accordance with the law applicable at the time.

23.2 Lead advisory services

23.2.1 Restrictions on use of our models and reports

Spreadsheet models and any reports and presentations that may be created as part of the Engagement have been prepared to meet the needs expressed by the Client, company and or board of directors in connection with the transaction. The models and reports have only been prepared for this purpose and for internal use by the Client only, unless otherwise specifically agreed as part of the scope of the Engagement described in the Engagement Agreement. The exception may be appendices which may be prepared as part of the contractual framework in the transaction.

We assume no liability to anyone other than the Client for the content of reports, presentations and models.

23.2.2 Success fee

For Engagements where a success fee has been agreed, this will be calculated on the basis of the Enterprise Value corresponding to 100 per cent of the shares/assets of the company subject to the transaction, irrespective of the share that is actually disposed, acquired, merged, demerged or otherwise part of the transaction in another manner (100 per cent basis).

The Enterprise Value is defined as the value of the company on a cash and debt-free basis in the transaction and consists of the total value of (i) all the shares (equity), (ii) net liabilities, (iii) minority interests (if any) and (iv) preference capital (if any), plus other compensation in the form of "earn-outs" or similar, ref. the paragraph below.

Any future additional payments (earn-outs or similar) are to be included when calculating the Enterprise Value that will form the basis for the calculation of our success fee. In those instances where the transaction is not carried out as a sale of shares but as an asset sale, our success fee is to be calculated on the basis of the gross value of those assets in the transaction (without other deductions).

The success fee is due for payment upon completion of the transaction, without any assessment of whether BDO has performed all the services under the Engagement.

If no transaction is completed because the Client chooses to terminate the process before acceptance of an indicative offer, the signing of a letter of intent or a final offer, even though the Client and/or BDO has received an (indicative) offer at or above a pre-defined level, BDO is entitled to invoice the success fee on the basis of the highest (indicative) offer that has been received. If negotiations on a letter of intent do not succeed or the process is ended because of disagreement concerning other negotiation items later in the process, BDO is not entitled to invoice the success fee on this basis.

If a transaction (disposal, acquisition, merger/demerger or conveyance in another manner) occurs within 12 months after the Engagement was effectively terminated to a party BDO has identified in the transaction process, or through use of services provided by BDO during the Engagement, the transaction will be regarded as completed as a result of this Engagement and the success fee will be paid as set forth in the Engagement Agreement. However, the Client is not obliged to pay the success fee after the conclusion of the Engagement if the conclusion of the Engagement is due to BDO's material breach of the Engagement.

23.2.3 Limitation of liability

The Client will actively participate in the transaction process and will be responsible for all decisions. BDO will lead the process, act as the exclusive financial adviser and assist with necessary expertise and resources. We will not make decisions on behalf of the Client or guarantee completion of the transaction and we disclaim all liability for any losses that may arise on the basis of decisions that have been taken in the process and/or based on erroneous or incomplete information, irrespective of source.

23.2.4 Exclusivity

The Engagement is exclusive to BDO. The Client may not engage other financial advisers concerning the same transaction, unless BDO has given written consent. Neither may the Client itself perform services that fall under the Engagement nor complete the transaction on its own.

23.3 Due diligence services

23.3.1 Scope

Unless our instructions are later amended, our work will be restricted to the scope of work described in the Engagement Agreement. It is possible that there may be matters which you would consider material to your assessment of the transaction that we will not discover because they are outside our terms of reference.

Our findings shall not in any way constitute recommendations regarding completion of the Transaction. You are responsible for determining whether the scope of our work is sufficient for your purposes in the context of your wider due diligence.

23.3.2 Basis for our work

We will prepare our report from information supplied by and from discussions with the management of the target company and/or the auditor and/or accountant of the target company without verifying the information supplied and without performing audit procedures that would enable us to express an opinion on information included in our report. We will design our procedures to address all matters we believe to be significant within the scope described in the Engagement Agreement (as described in more detail in the relevant due diligence report).

23.3.3 Delivery

We will have no responsibility to update our report for events which take place after the date on which it has been issued.

Our timeline, our estimated fees and completion of our report presuppose that the information we require to carry out our work is made available in good order on a timely basis and that we are provided with satisfactory answers to our requests regarding the provided information.

23.4 Valuation and modelling services

23.4.1 Basis for our work

We will prepare our spreadsheet models and reports based on information received and conversations with the owners and/or management of the business or assets to be appraised.

We will supplement with our own information and materials (when considered appropriate) obtained through our own investigations. We will only use sources we consider reliable and credible.

We will not carry out any form of verification, due diligence, agreed upon audit procedures, control measures or audit measures according to generally accepted auditing practice.

Our review is intended to include all important matters as described in the scope in the Engagement Agreement.

23.5 Technical assistance

In those instances where BDO is the auditor of the Client, our assistance will be limited by the statutes and rules on other services delivered to an audit client.

This means, among other things, that the Client defines and determines which assumptions shall form the basis for the appraisal and that the Client makes all decisions on values. Our assistance is limited to assisting with spreadsheet models and methodology as well as summarising the results in a report.

24 Special terms and conditions for hiring of manpower - "management for hire"

24.1 Quality assurance

Management for hire Engagements are assistance in which BDO is not responsible for systematic quality assurance of the hired person's work and therefore cannot be professionally liable for the person's work beyond our ordinary employer liability.

24.2 Authorisations

The hired person cannot possess sole authority on behalf of the Client.

24.3 Department and course activities

To the extent it does not hinder the performance of tasks for the Client, BDO's staff member(s) will have the flexibility to participate in limited department or course activities at BDO. BDO's staff member(s) will notify the Company well in advance of such activities.

24.4 Extension of the engagement

If, during the Engagement, it turns out that an extension is required, BDO will endeavour to make the necessary resources available. Expansion of assistance must be specifically agreed.

