

Country Schedule – Norway

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

The Services set out in the Agreement will, to the extent that they are legal services or legal advice subject to Norwegian law, be performed in accordance with Vialto's obligations under the Lawyer Act (Lov om advokater og andre som yter rettslig bistand) (Nw: advokatloven), the Lawyer Regulation (Nw: advokatforskriften) and the Norwegian Code of Conduct for Lawyers (Nw: Regler for god advokatskikk, the "Code"). All lawyers and trainee lawyers (Nw: advokatfullmektiger) associated with Vialto have a license or authorization to practice as a lawyer in Norway issued by the Supervisory Council for Legal Practice. For the avoidance of doubt, the Agreement (including this Country Schedule along with the Agreement) constitutes an engagement letter as Vialto is required to issue under the rules of the Norwegian Bar Association, as applicable.

2. Adjustments Required by Local Law

2.1. Right to Complain

Any complaints about the work performed by Vialto in connection with the Agreement shall initially be lodged with the person designated as being in charge of the matter in the Agreement. Client is entitled to an assessment by the disciplinary bodies for Norwegian lawyers of whether the engagement of Vialto has been performed in compliance with the Code and/or to submit a complaint with respect to the fees charged by Vialto in connection with the Agreement. The time limit for setting forth any such complaints is typically six months from the time when Client was made aware (or should have been aware) of the circumstances on which the complaint is based. For any Vialto lawyers that are members of the Norwegian Bar Association (Nw: Advokatforeningen), the complaint shall in the first instance be addressed to the applicable regional disciplinary committees of the Norwegian Bar Association, with the Disciplinary Council (Nw: disiplinærnemnden). Further information about the complaint procedures is available on the web site of the Norwegian Bar Association at <https://www.advokatforeningen.no/advokatetikkk>.

2.2. Conflicts of Interest

In accordance with the framework of applicable legislation and the Code, Vialto may be prevented from accepting an assignment (including in respect of the Services) to the extent that there is any conflict of interest in relation to another client of Vialto. For that reason, Vialto performs checks to identify any potential or actual conflicts of interest in accordance with the Code. Irrespective of such checks, circumstances may arise that prevents Vialto from acting on behalf of Client in respect of an existing or future Agreement. Vialto will treat any such situation in accordance with the Code.

2.3. Client Identification (AML)

Vialto is subject to a statutory obligation under the Norwegian Anti-Money Laundering Act 2018 (the "AML Act") to complete client due diligence measures with identity verification. Client acknowledges that (i) it is under an obligation to furnish such information as Vialto deems required to complete such due diligence, and (ii) Vialto may be prevented from assuming or continuing work relating to the Agreement.

2.4. Representation in Litigation

If the Agreement involves litigation or if litigation may be initiated or commence during the course of the performance of the Agreement, Client acknowledges that there is a risk that Client may be required to pay the litigation costs of the other involved part(ies) and/or fees to courts, arbitral panels, etc. All such costs are the sole responsibility of Client and Vialto accepts no liability for any such fees. If Client's claim or defense prevails in court or arbitral proceedings but the cost award is for an amount less than Vialto's fees, Client shall remain liable for paying all of Vialto's accrued fees and costs in accordance with the terms of the Agreement.

2.5. Limitation of Vialto's Liability

Vialto and Vialto's lawyers shall under no circumstance be responsible or held liable for: (i) any loss as a result of the outcome of the case not corresponding to the assessment Vialto has made in advance of the possible outcome of the case or (ii) any loss of managed Client funds as a result of bankruptcy or other circumstances on the part of the bank.

Client is solely responsible for determining whether any fees and costs that will be incurred in connection with the Agreement may be covered by insurance or any third party liability and to take any measures required to benefit from such coverage.

Vialto's total liability for any and all claims connected with the services or the agreement, including interest, is limited to Client's actual documented costs/ loss as a result of the alleged error and in any case, even if Client document costs / loss in excess of the cap, capped at maximum of NOK 10 million.

For statements to public authorities etc. e.g. Payroll Summary, Tax Return with vouchers, cost refunds, subsidies, tax relief, etc., Client is 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. Vialto has no liability for basic (ordinary) tax implications as a result of errors in such forms as mentioned above. Consequently Vialto's possible liability is in any case strictly limited to the additional tax charge or interest levied, however, subject to the same limits as in section one Above.

2.6 Law and jurisdiction

The governing laws shall be the laws of Norway. The Courts of Oslo shall have exclusive jurisdiction of any Claims arising out of the Agreement.