

# Terms of business

## 1. Scope of work

- 1.1 Unless otherwise agreed in writing, the services to be performed by CMS Kluge Advokatfirma AS ("CMS Kluge") shall be regulated by the letter of engagement that is sent to the client and these Terms of Business ("Terms").
- 1.2 CMS Kluge undertakes to provide high quality assistance and a high level of service to its clients. CMS Kluge's aim in each matter is to safeguard the interests of the client in the best possible manner. In addition to these terms, CMS Kluge's services are regulated by relevant legislation, the Regulations for Advocates, CMS Kluge's ethical guidelines and internal quality management policy.
- 1.3 CMS Kluge shall investigate without delay whether any conflict of interest exists according to applicable law and/or legal rules that preclude it from accepting instructions in a matter. Assignments from one client do not prevent CMS Kluge from accepting assignments from other clients considered by the first client as competitors. CMS Kluge may commence work on a matter before the conflict of interest issue has been resolved if this is in the client's best interests. If a conflict of interest arises, CMS Kluge shall raise the matter with the client as soon as possible.
- 1.4 In order to safeguard the interests of the client in the best possible manner, CMS Kluge is dependent on the client to provide information on the aims he is seeking to achieve, the order of priority between such aims, the facts of the matter and any circumstances that may give rise to a conflict of interests. Such information shall be provided as soon as possible.
- 1.5 These terms shall apply to each new matter for the same client unless otherwise agreed in writing when instructions for a new matter are accepted.
- 1.6 Tax and accounting issues that may be related to or made current by the matter in hand are not covered by the assignment unless otherwise expressly stated in the assignment confirmation.
- 1.7 CMS Kluge's advice is given by lawyers who are formally qualified to advise on Norwegian law and thus only cover legal questions within the jurisdiction of Norwegian law. Any statements regarding foreign law will merely be based on general knowledge within the area of law in question and will consequently not be a qualified legal advice. Clients seeking advice on foreign law are recommended to consult local lawyers qualified in the country in question. If required, CMS Kluge can assist with establishing contact through its international network and contacts.
- 1.8 CMS Kluge is not responsible for the use of draft documents until the draft document has been completed or the quality has been assured by CMS Kluge.
- 1.9 CMS Kluge's advice is given exclusively to the client identified in the letter of confirmation or otherwise. Thus CMS Kluge has no liability toward third parties who may have obtained access to our advice/the result from our advice. If a third party requests our permission to make use of our advice to a client we will consider the request but reserve the right to decline such a request. Under no circumstances will any such third party use of our advice cause any changes in the limitation of CMS Kluge's liability, cf. clause 7. CMS Kluge is not responsible for the

client's use of documents or advice for other purposes or in other contexts than those listed in the letter of confirmation.

- 1.10 In connection with the assignment it may be practical or required to engage other advisors than CMS Kluge, i.e. legal or consultant assistance in foreign jurisdictions. Should such situations occur CMS Kluge will discuss with the client whether someone and in that case who to engage. The client shall be the client of such external advisors even if they for practical reasons, address their invoice to CMS Kluge. Such advisors are solely responsible to the client. CMS Kluge undertakes no responsibility for such external advisors or their advice.

## 2. Information about the matter

- 2.1 Each new matter is registered and assigned a unique case number. The case number appears in the letter of engagement.
- 2.2 CMS Kluge will advise the client who is the lawyer in charge of the conduct of a matter and specify the principal members of the CMS Kluge team. CMS Kluge reserves the right to delegate work internally to ensure that the matter is dealt with by the most appropriately qualified lawyer. Notwithstanding, the lawyer in charge of the conduct of a matter remains responsible for all work conducted on behalf of the client in the particular matter.

## 3. Fees and expenses

- 3.1 Unless otherwise agreed in the letter of engagement, CMS Kluge's fees are based principally on the time spent on the matter and its indicative hourly rates. The final invoice will also take account of the nature and complexity of the work, the outcome of the matter, and the efficiency with which the matter was conducted. CMS Kluge's indicative hourly rates are published on its website at [cms.law/en/nor](http://cms.law/en/nor) and at its office premises. Charge rates given in the letter of engagement may be adjusted in accordance with changes in applicable charge rates.
- 3.2 CMS Kluge invoices all expenses and disbursements (including but not limited to external copying, courier services, expert assistance, public charges, travel expenses etc.) advanced on behalf of the client together its fees. Amounts disbursed on behalf of the client may be subject to value added tax when invoiced by CMS Kluge. Minor office expenses such as internal copying, postage, telephone calls etc. are not invoiced separately but are covered by a standard charge, which is currently 2% of the total fee.
- 3.3 With effect from 1 January 2005, legal services are subject to value added tax at the rate of 25%, payable

both on fees and any disbursements or expenses incurred in connection with the matter. Unless otherwise stated, CMS Kluge's rates are quoted exclusive of value added tax.

- 3.4 Any fee estimate provided in the letter of engagement is not binding when determining fees. CMS Kluge's final invoice may therefore exceed the estimate unless otherwise explicitly stated in the letter of engagement. The scope of a matter, and accordingly the costs involved, may also change significantly as the matter develops. CMS Kluge will notify the client of any significant estimate overruns so that an agreement may be reached on the effect this will have on CMS Kluge's conduct of the remainder of the matter.
- 3.5 Unless otherwise agreed, any estimates shall cover CMS Kluge's fees only, excluding VAT. Estimates do not include disbursements and/or expenses in connection with the matter.
- 3.6 Particular attention is made to the fact that in assignments involving lawsuits the client is obliged to pay our invoices in full regardless of the costs of the proceedings presented to the counterparty. In some cases it may be appropriate to claim a lower amount from the counterparty than the actual costs. The client must also be prepared to pay invoices in full even if the counterparty is not imposed or is unable to pay the costs.
- 3.7 External advisors may be retained for the account and risk of the client if necessary to provide the client with proper advice and assistance. Where possible, CMS Kluge shall seek the client's consent before external advice is retained, ref. clause 1.8 above.
- 3.8 CMS Kluge presumes that the client does not have insurance schemes that cover our fee in full or partial. We request explicit information of any such insurance schemes or whether it is required that we investigate whether insurance can be used in the current case.

## 4. Client confidentiality – personal information – case documents

- 4.1 All CMS Kluge personnel have a duty of confidentiality with regard to information received in connection with a matter. Unless an explicit reservation to the contrary is made i) the lawyer(s) involved in a matter may discuss the legal issues raised by a matter with CMS Kluge colleagues without breaching client confidentiality and ii) the case documents may be filed without limitations in actual and electronic rooms that may be accessed by all CMS Kluge employees.
- 4.2 To ensure the quality of its services, CMS Kluge maintains a common knowledge database containing all documents compiled or processed by

CMS Kluge personnel. The database also includes personal information contained in these documents. Where documents contain sensitive personal information, CMS Kluge will either obtain the client's consent to include this information in the database or ensure that the information is available only to the lawyer(s) involved in the matter. Other personal data will be stored in the database unless the client makes an express reservation against such inclusion. The reservation may also include information of a commercial nature.

- 4.3 To safeguard the best interests of the client and to the extent necessary to adequately assist the client, CMS Kluge reserves the right to communicate confidential information to advisors, cooperating partners and others involved in the conduct of the matter.
- 4.4 Unless the client has expressly made a reservation to the contrary, CMS Kluge may announce the client's name and the contact details provided to it and also a short summary of the assignment as a reference in marketing CMS Kluge's expertise and knowledge, for instance when submitting tenders for legal work etc.
- 4.5 To the extent required by the Anti Money Laundering and Terror Financing Act, CMS Kluge will conduct an identity check law of the client when accepting instructions.
- 4.6 CMS Kluge uses electronic communications (e-mail) to communicate with both clients and counterparties. CMS Kluge makes use of electronic archives. CMS Kluge uses the services of professional suppliers of anti-virus, firewall solutions and backup to protect electronic documents. CMS Kluge shall not be liable for any losses occurring as a result of faults, defects, damage/accident, viruses, runtime error or similar factors affecting electronic communications in excess of any liability the service supplier may have. The same applies to losses that may be the result from the service supplier being bankrupt. CMS Kluge does not normally use encryption in electronic communications. Encrypted communications may be arranged if the client so requests in the individual matter.
- 4.7 Unless otherwise agreed case documents will be stored with us for ten years after the conclusion of the case. Subsequently paper documents will normally be shredded. Documents may also be stored electronically. Documents that are deposited with us by arrangement are not covered by routine shredding.
- 4.8 CMS Kluge may share client data, including personal data, with other Member Firms and Partner Firms within the CMS-organisation in connection with the services and for the centralised administration and processing of such client data. To the extent the client data includes personal data, CMS Kluge shall observe

and comply with applicable data protection legislation.

In some instances, when sharing personal data with other Member Firms and Partner Firms for the purposes of centralised client administration, CMS Kluge may act as a joint controller of this personal data with other Member Firms and Partner Firms. Insofar as CMS Kluge is acting as a joint controller of personal data it shall be the main point of contact for data subjects whose personal data is gathered by CMS Kluge and shall continue to comply with all applicable data protection legislation working together with all other Member Firms and Partner Firms.

For further information about CMS Kluge's processing of personal data and for the joint controllership with Member Firms and Partner Firms, please see CMS Kluge's fair processing notice on our website under "legal information", <https://cms.law/en/nor/footer-configuration/legal-information>. Alternatively you can reach out to your main point of contact at CMS Kluge.

## 5. Invoicing

- 5.1 CMS Kluge sends monthly invoices containing a brief description of the work performed. Payment is due 14 days from the date of the invoice. In the event of late payment, CMS Kluge reserves the right to charge default interest according to the at any time applicable Penalty Interest Act.

## 6. Intellectual property right

- 6.1 The intellectual property rights to the results of a matter such as but not limited to documents, presentations, computing programmes, ideas, concepts, models etc. shall be CMS Kluge's property. CMS Kluge may use the results of a matter for other purposes (e.g. courses, workshops, and against other clients) both while the matter is being conducted and after its conclusion.
- 6.2 When payment is made to CMS Kluge (cf. clauses 3 and 5) the client obtains a right free of charge to use the material provided by CMS Kluge in the agreed or intended way.

## 7. Liability – complaints

- 7.1 CMS Kluge's liability for for compensation and that of CMS Kluge's partners and employees in each individual assignment is limited to a total of NOK 20,000,000 (20 millions Norwegian kroner) or to the total fee paid to CMS Kluge if this exceeds NOK 20,000,000.

- 7.2 CMS Kluge shall under no circumstances be liable for indirect or consequential losses including operating loss, loss on profit, loss of goodwill etc.
- 7.3 Invoice complaints must be submitted without undue delay and no later than one month after the invoice date. The client waives the right to invoke any complaint submitted after this time.
- 7.4 Any opinion expressed by CMS Kluge about the possible outcome of a matter if it were to be litigated before the courts shall not in any way constitute a guarantee as to the findings of the courts if the matter is actually heard. CMS Kluge shall not be liable for the outcome of litigation unless otherwise agreed in writing in advance. If the client loses in legal proceedings before a court, the client may be required to pay the other party's legal fees, court charges, etc., and such costs are the client's sole liability. If the other party is ordered to pay a part of the client's legal costs, the client shall be liable to CMS Kluge for the balance of CMS Kluge's fees not covered by the award of costs.

## 8. Choice of law, jurisdiction and dispute resolution

- 8.1 Any dispute and/or disagreement between the client and CMS Kluge may be addressed with the lawyer responsible for the case or for the client or with the managing partner.
- 8.2 The assignment, the letter of confirmation as well as these terms of business are subject to Norwegian law.
- 8.3 Any dispute related to the assignment, the letter of confirmation or these terms of business are subject to Norwegian law with Oslo City Court as exclusive legal venue. CMS Kluge may alternatively choose to take legal action with the client's ordinary court of domicile.

## 9. Professional complaints

- 9.1 The client may lodge a complaint with the competent professional authority and request a review of whether a matter was conducted in accordance with good professional practice, or if the client is dissatisfied with the fees as invoiced. As a general rule, a complaint must be filed within six months from the date when the client became aware of, or should have become aware of, the circumstances upon which the complaint is based. The complaint shall at first instance be reviewed by the Norwegian Bar Association's Regional Disciplinary Committee in the region where the CMS Kluge office in question is located. The decision of the Disciplinary Committee may be appealed to the Disciplinary Council. The Bar Association's Code of Conduct and further information on the procedure

for filing a complaint are available (in Norwegian) on the Norwegian Bar Association's website at [www.jus.no](http://www.jus.no) or can be obtained by contacting the Bar Association.

## 10. Amendments

- 10.1 CMS Kluge reserves the right to amend or supplement these terms of business either on general grounds or related to one specific assignment. The amendment will apply with effect in the future and will be initiated upon a written notice to the client.

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