WILKINSON RODGERS

LAWYERS

TERMS OF ENGAGEMENT

Our relationship with you

- We value our relationship with you. At all times we will endeavour to provide high quality legal services and to best promote your interests that are within the scope of your instructions to us.
- We will provide you with regular updates as your matter progresses. If you require an additional update, please contact the staff member looking after your file.
- We will not disclose your confidential information unless permitted by you or required by law.
- We will complete your work in a timely manner. If there is a delay we will contact you.

What we need from you

- Please keep payments to us up to date. Contact us if you have any concerns.
- Please provide us with all of the information that we need in a timely manner. We need information so that we can promote your interests to the highest standard. If you are unsure if we need a piece of information, please check with us.
- Please advise us if there are any changes to your instructions as soon as possible.

Our further terms of engagement are attached.

WILKINSON RODGERS LAWYERS

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New Zealand

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NZ LAW
An Association of Independent Legal Practices

TERMS OF ENGAGEMENT

1 These Terms of Engagement apply to all work carried out by us for you, except where varied in writing by us. Together with the letter which we will write to you for each job or series of jobs, they constitute the contract which binds both Wilkinson Rodgers and you for each matter that you engage us for and is set out in our Letter of Engagement.

Agreement

2 If we do not hear to the contrary, we will assume that you agree with all of the terms herein and will proceed accordingly. If you conclude that you do not want our firm to act on your behalf, please inform us promptly.

Client Care Information

3 The New Zealand Law Society client care and service information is set out below.

"Whatever legal services your lawyer is providing, he or she must:

- *Act competently, in a timely way, and in accordance with instructions received and arrangements made.*
- *Protect and promote your interests and act for you free from compromising influences or loyalties.*
- *Discuss with you your objectives and how they should best be achieved.*
- *Provide you with information about the work to be done, who will do it and the way the services will be provided.*
- *Charge you a fee that is fair and reasonable and let you know how and when you will be billed.*
- *Give you clear information and advice.*
- *Protect your privacy and ensure appropriate confidentiality.*
- *Treat you fairly, respectfully and without discrimination.*
- *Keep you informed about the work being done and advise you when it is completed.*
- *Let you know how to make a complaint and deal with any complaint promptly and fairly."*

The obligations lawyers owe to a client are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

If you have any questions please talk to us, visit www.lawsociety.org.nz or call 0800 261 801.

4 The names and status of the person or persons who will be completing the work on your file and the person who has overall responsibility for your file are set out in our Letter of Engagement.

Identification Requirements (AML)

5 Before we can commence any work for you, we are legally required to obtain identification from you in order to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("AML").

6 If you are unable to come to our office and provide the documents so that we may verify them, we require you to send us all of the required documents *certified as true and original copies*.

7 If we do not receive the required identification documents in a timely manner, we reserve the right to terminate our retainer with you.

Funds Held in our Trust Account

8 We may hold funds in our trust account on your behalf. If we receive funds on your behalf we will receipt these funds with our bank and record this on our ledger as soon as possible.

9 In the event that we consider that your funds should be held as an Interest-Bearing Deposit with our Bank ("IBD"), we will request that you complete a form to comply with the Foreign Account Tax Compliance Act ("FATCA"). If you do not complete this form and return it, we are unable to deposit your funds on IBD. We are not liable for any loss associated with failure or delay in placing funds on IBD.

10 All funds on IBD will be held on an "on-call" basis and not invested as a term deposit unless you instruct us otherwise.

11 Resident Withholding Tax ("RWT") (or Non-Resident Withholding Tax if applicable) is deducted from any funds held on IBD that you have with us. If we do not have your IRD number on record the default rate is 45%.

12 We also charge a commission on the gross interest earned on funds held on IBD at a rate of 7.5% p.a. Interest on funds is paid quarterly, and RWT and Commission is deducted at this time.

Professional Fees and Disbursements

13 Generally, our fees are based on the time taken to complete the work and any other relevant factors specified by the New Zealand Law Society.

14 Our firm's schedule of hourly rates for solicitors and other members of the professional staff are based on years of experience, specialisation and, level of professional attainment. Hourly rates vary from $200.00 to $450.00 an hour plus GST. Hourly rates are subject to review at which time you will receive notice of the reviewed rates. There are no additional charges for secretarial, word processing and similar services.

15 The time spent by us on your behalf for which you will be charged will include:

- Personal and telephone attendances with you.
- Correspondence with you.
- Considering the law and facts of your matter.
- Reading and considering incoming letters, papers and documents.
- Preparing papers.
- Correspondence with solicitors and third parties.
- Inquiring with and instructing agents and experts.
- Attendances on your behalf.
- Time spent on travelling.

16 Other factors to be taken into account in determining the reasonableness of a fee in respect of any service provided by a lawyer to a client are as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 and include the following:

- The time and labour expended.
- The skill, specialised knowledge, and responsibility required to perform the services properly.
- The importance of the matter to the client and the results achieved.
- The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client.
- The degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved.
- The complexity of the matter and the difficulty or novelty of the questions involved.
- The experience, reputation, and ability of the lawyer.
- The possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients.
- Whether the fee is fixed or conditional (whether in litigation or otherwise).
- Any quote or estimate of fees given by the lawyer.
- Any fee agreement (including a conditional fee agreement) entered into between the lawyer and client.
- The reasonable costs of running a practice.
- The fee customarily charged in the market and locality for similar legal services.

17 You are liable for payment of our costs irrespective of whether you have a right of indemnity or recovery from a third party.

18 Our services will usually attract Goods and Services Tax (GST). Where this is the case, GST is payable by you.

19 When we act as your agent for income collection we will charge a commission at a rate which we will advise. When we receive interest on your money deposited at our bank we may deduct a handling commission of 7.5% of the interest accruing.

20 We will also charge you with any disbursements or office expenses incurred by us in performance of your instructions.

21 Office expenses include photocopying, phone calls, faxes and other costs incurred by us in running a legal practice. Our minimum fee is $100.00 but we reserve the right to charge more if the file requires a substantial amount of work.

22 Disbursements include expenses such as court filing fees, barrister's fees, toll calls, travel expenses, couriers and the fees of agents who serve documents and who conduct investigations, searches and registrations.

23 We cannot pay disbursements for you unless we receive payment from you first. If we do not charge for the disbursements in advance of the payment then you are responsible for reimbursing our firm for this amount.

24 Disbursements may be included with our invoices or may be billed separately.

25 For property and similar transactional matters, fees are generally billed at the time of settlement or on completion of the work. However, if we consider that there is a significant amount of time between commencement of the work and completion of the matter we reserve the right to render an invoice for the work on a more regular basis.

26 For all other matters we will usually bill you on a monthly basis. This will help you to spread the payments over time and keep track of how much the work is costing.

Fee Estimates

27 At any time you may request an estimate of costs from us. An estimate is not a quote. Unless specified, any estimate will exclude GST, disbursements and office expenses.

28 We can only provide an estimate on the basis of information provided by you at the time. If a matter becomes complicated as a result of unexpected issues, or we become involved in negotiations or otherwise then we will record our time and attendances on the basis of our normal hourly rates.

Payment of our Costs

29 You authorise us to deduct our fees, expenses and disbursements from any funds held in our trust account on your behalf where we have provided an invoice.

30 If any account is not paid within 21 days of the date on the invoice, we reserve the right at our sole discretion to charge interest from the date on which payment was due. Interest will be charged at a rate of 18% per annum on overdue accounts for which no payment plan was agreed with us.

31 If for any reason you cannot pay your account on time, please contact us to discuss a payment arrangement. When we have agreed on a payment plan with you, we will set an interest rate that is reasonable after considering the amount of the fee, the time to repay, the circumstances and industry norms.

32 If we consider that debt recovery is required to recover our fee through a debt collector or through proceedings with the Court initiated by us then you agree that you will be responsible for all of the reasonable costs and disbursements incurred in recovering our costs, on an indemnity basis. Our reasonable costs include, without limitation, legal costs, costs of a debt collection agency, any process servers' fee and expenses associated with any private investigator engaged to locate you.

33 If your account remains outstanding after 60 days, no further work will be undertaken by any lawyer or legal executive of the firm until appropriate arrangements are made to bring the account back into good standing.

34 Payments can be made to us by:

(a) EFTPOS or Credit Card at our reception; or

(b) Payment to our bank account 06-0901-0254200-02 (with our reference number on the invoice). [We are set up as a registered payee.]

(c) Online payment available on our website – www.wrlawyers.co.nz .

Termination of Legal Services

35 You have the right to terminate our services at any time upon giving us reasonable written notice to that effect.

36 We may terminate the engagement if there is good cause as defined in the Lawyers and Conveyancers Act 2006. Reasons include (but are not limited to):

(a) You not providing us with instructions in a sufficiently timely manner; or

(b) Your unwillingness, inability or failure to pay our fee on an agreed basis; or

(c) Except in litigation matters, your adopting against our advice, a course of action which we believe is highly imprudent and may be inconsistent with our fundamental obligations as lawyers.

37 If we terminate the engagement we will give you reasonable notice so that you can arrange alternative representation and we shall give you reasonable assistance to find another lawyer.

38 If our engagement is terminated you must pay us all monies owing to us up to the date of termination.

Privacy of Information

39 Over the course of your involvement with us, we may collect and hold personal information concerning you. Failure to provide us with information may preclude us from providing services to you or limit the quality of the services provided.

40 Information concerning you will be used by us to provide legal services, to obtain credit or other references, to undertake credit management and to inform you of issues and developments that may be of interest to you. You authorise us to obtain from any person, or release to any person, any information necessary for those purposes and you authorise any person to release information to us that we require for those purposes.

41 Subject to the above, we will treat all information we hold about you as private and confidential and will not disclose any information we hold on your behalf or about you unless we are required to do so by law or when requested by you or with your consent.

42 Information concerning you will be held at our office. Under the Privacy Act 2020 you have the right of access to, and correction of, your personal information held by us.

43 The Financial Transactions Reporting Act 1996 requires us to collect from you and retain information required to verify your identity.

44 We are also required to comply with the Foreign Account Tax Compliance Act ("FATCA"). In order to comply with our bank's requirements, we may need to report on aspects of the transaction to the IRD.

Communications

45 If you have a preferred method of our firm communicating with you, please let us know.

46 We do not accept any liability for loss arising from non-receipt of any communication, including computer email communications.

47 We may communicate with you and others by electronic means. These methods may be subject to interference, interception, viruses or other defects in the communication. Although we will take reasonable care that all electronic communications to you are safe and secure, we do not accept any responsibility for any loss or damage suffered by you in connection with an electronic communication.

Intellectual Property

48 We retain all rights in all intellectual property of any kind which we create for you. You may not reproduce our intellectual property or provide it to a third party without our written agreement.

49 No one else may rely on our legal advice that we provide to you. You may not disclose the advice that we provide to you unless we agree in writing or are required by law to do so.

Files and Documents

50 We will keep your file for a period of 10 years from completion and thereafter we will destroy it. You are welcome to uplift your file provided that all fees and costs have been paid. Please give us reasonable notice before collecting your file, should you wish to do so.

Professional Indemnity Insurance

51 We hold professional indemnity insurance which meets or exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with particulars of the minimum standards upon request.

Lawyers Fidelity Fund

52 The Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to $100,000.00. Except in certain circumstances specified in the Lawyers & Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

Limitation of Liability

53 To the extent permitted by law, our total and combined liability to you in connection with any matter (or various related matters) is limited as follows:

(a) If any insurance proceeds are paid in respect of the event giving rise to our liability, up to NZ$5,000,000.00 (including interest and costs); and

(b) In any other case, the lesser of NZ$100,000.00 and an amount equal to five times our paid fees (excluding disbursements, expenses and GST) for the matter (or various related matters).

54 This limitation on our liability applies to all kind of liability whether in contract, tort (including negligence) or otherwise. It will apply unless we make an alternative arrangement with you in writing.

55 If at your request, we provide services to third parties in the course of any matter (or various related matters) on which you engage us, all of them and you will be subject to this limitation on our liability. You must ensure all those other third parties agree to this.

Complaints Procedure

56 We pride ourselves on providing high quality legal services. Please let us know if you are not satisfied with our services as soon as possible.

57 If you have a complaint about our services or charges, please refer your complaint to either our Practice Manager or the Managing Partner in the first instance.

58 The Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society at Level 4, John Wickliffe House, 265 Princes Street, Dunedin, or:

Phone 03 477 0596 (Dunedin) or 0800 261 801 (National Complaints Service).

Further contact information for the NZ Law Society's Complaints Service is available at www.lawsociety.org.nz/for-the-community/lawyers-complaints-service.

Agreement

59 If we do not hear to the contrary, we will assume that you agree with all of the above terms and will proceed accordingly. If you conclude that you do not want our firm to act on your behalf, please inform us promptly.

60 We may change these terms at any time and we will publish any updated documents on our website www.wrlawyers.co.nz. You will be bound by the terms of any updated terms of agreement that we may publish or provide to you.

61 This agreement is governed by New Zealand law.