

WINSLADE LEGAL LIMITED

TERMS OF ENGAGEMENT

1. General

- 1.1. These Standard Terms of Engagement (**Terms**) apply to any current engagement of Winslade Legal Limited (**we, us, our, Winslade Legal**) and also to any future engagement, whether or not we send you another copy of them. These terms include information which we are required to provide under the Rules of Conduct and Client Care for Lawyers issued by the New Zealand Law Society in 2008 (**Rules of Conduct**).
- 1.2. We are entitled to change these Terms from time to time. If we change them we will email you a copy of the amended Terms. If you have any concerns with the revised Terms, please contact us to discuss. If you instruct us again in respect of a new engagement after we have emailed you the revised Terms, you will be deemed to have agreed to the changes.

2. Services

- 2.1. The services we will provide to you are outlined in our letter of engagement (**the Services**). If your understanding of our engagement is different in any way, please let us know as soon as possible.
- 2.2. We will not provide legal advice on tax-related issues.
- 2.3. The letter of engagement may specify that the Services will be provided by a particular consultant. If this is not specified, in order to provide you with efficient advice and cost-effective service, it may be that part or all of your instructions will be delegated to other professionals in our firm.
- 2.4. We are only qualified to advise on New Zealand law. If we assist you in respect of matters governed by foreign law, we do so on the basis that we do not accept any responsibility (and will not have any liability, whether in contract, tort (including negligence), equity or otherwise) in relation to your legal position under that foreign law.

3. Communications

- 3.1. We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.
- 3.2. Where the Service we are providing is the secondment of a consultant, that consultant will report to you and be directed by you for the duration of the secondment.
- 3.3. In respect of any other Services we agree to provide you, we will report to you periodically on the progress of any engagement and will inform you of any material and

unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

- 3.4. You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time you may request that this not be sent to you.

4. Financial

- 4.1. The basis upon which we will charge our fees is set out in our engagement letter.
 - a. If the Service we are providing is the secondment of a consultant for a fixed daily rate, we will charge you this daily rate for the duration of the secondment.
 - b. If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of the Services.
 - c. Work which falls outside the scope of the Services defined in the engagement letter will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
 - d. Where our fees are calculated on an hourly basis, the hourly rates of the people we expect to undertake the work will be agreed with you prior to carrying out any work. Any differences in those rates reflect the different levels of experience and specialisation of our professional staff. Time spent is recorded in six-minute units.
 - e. Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the Services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**Rules**).
- 4.2. In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include such items such as telephone calls, search fees, court filing fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in our invoice to you, shown as "disbursements"

when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

- 4.3. Our Services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.
- 4.4. We will invoice you monthly within 5 days of the end of each month, unless otherwise stated in the letter of engagement. You agree to pay such invoices by direct credit to the bank account specified on the invoice by the 20th of the month following the month in which the Services were provided.
- 4.5. If your account is overdue we may:
 - a. require interest to be paid on any amount which is more than 14 days overdue, calculated at the rate of 10% above the overdraft rate that our firm's main trading bank charges us for the period that the invoice is outstanding;
 - b. stop providing Services to you;
 - c. recover from you in full any costs we incur (including on a solicitor/client basis) in seeking to recover the amounts from you, including our own fees and the fees of any collection agency.
- 4.6. For Services that are not subject to a fixed fee or daily rate, you may request an estimate of our fee for undertaking the Services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change. We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.
- 4.7. Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, you remain responsible for payment to us in accordance with these Terms if the third party fails to pay us.
- 4.8. We do not operate a trust account.

5. Confidentiality and Personal Information

- 5.1. We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:
 - a. to the extent necessary or desirable to enable us to carry out your instructions; or
 - b. as expressly or impliedly agreed by you; or
 - c. as necessary to protect our interests in respect of any complaint or dispute; or
 - d. to the extent required or permitted by law.

- 5.2. Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you.
- 5.3. In our dealings with you we will collect and hold personal information about you and the individuals working for you. We will use that information to carry out the Services and to make contact with you about issues we believe may be of interest to you. Provision of personal information is voluntary but if you do not provide full information this may impact on our ability to provide the Services.
- 5.4. Subject to clause 5.1, you authorise us to disclose, in the normal course of performing the Services, such personal information to third parties for the purpose of providing the Services and any other purposes set out in these Terms.
- 5.5. We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so.
- 5.6. The information we collect and hold about you will be kept at our offices and/or at secure file storage sites (including electronic file storage sites) elsewhere. Individuals have the right to access and correct this information. If you require access, please contact Ben Winslade directly.
- 5.7. The Financial Transactions Reporting Act 1996 requires us to collect from you and to retain information required to verify your identity. We may therefore ask you to show us documents verifying your identity (such as a passport or driver's licence). We may retain copies of these documents. We may perform such other customer verification checks as to your identity and checks as to the source of any funds associated with any transaction to which the Services relate as we consider to be required by law.
- 5.8. Please refer to section 7 'Compliance' regarding information that may be required to be provided to third parties.

6. Documents, Records and Information

- 6.1. If the Service we are providing is the secondment of a consultant, then you will be primarily responsible for storing records and documents while they are working for you. We may also keep an electronic record of certain documents which we receive or create on your behalf. We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law.
- 6.2. Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services (7 years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option.

6.3. We own copyright in all documents or work we create in the course of performing the Services but grant you a worldwide, perpetual, irrevocable, sub-licensable, non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use.

7. Compliance

7.1. We are obliged to comply with all laws applicable to us in all jurisdictions, including (but not limited to):

- a. Anti-money laundering (AML) and countering financing of terrorism (CFT) laws; and
- b. Laws relating to tax and client reporting and withholdings.

7.2. We may be required to undertake customer due diligence on you, persons acting on your behalf and other relevant persons such as beneficial owners and controlling persons. We may not be able to begin acting, or to continue acting, for you until that is completed.

7.3. To ensure our compliance and yours, we may be required to provide information about you, persons acting on your behalf or other relevant persons to third parties (such as government agencies). There may be circumstances where we are not able to tell you or such persons if we do provide information.

7.4. Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required is not provided, or considered by us to be potentially inaccurate, misleading, or in contravention of any law, we may terminate or refuse to enter into an engagement.

7.5. If you have any questions regarding the above please let us know. If at any time you have any concerns or wish to provide feedback about our service, please do not hesitate to contact a Director. If we cannot resolve your concerns directly through our internal complaints service you may make a complaint to the Lawyers Complaints Service. Details are provided in the attached information.

8. Conflicts of Interest

8.1. We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**Rules**). This may result in a situation arising where we have a conflict of interest.

8.2. We have procedures in place to identify and respond to conflicts of interest or potential conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

9. Duty of Care

9.1. Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example any directors, shareholders, associated

companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give, except as expressly agreed by us in writing.

9.2. Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.

9.3. Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

9.4. Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

9.5. Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.

10. Limitations on Liability

10.1. Despite anything else in these Terms, neither party will be liable to the other for any indirect or consequential loss.

10.2. Our total liability to you for all claims under or in connection with the Services or these Terms is limited to the total fees paid by you in the 12 months before the liability arose.

10.3. Neither party will be liable to the other for any failure to comply with these Terms to the extent that failure is contributed to by an action or omission of the other party.

10.4. If the Service we are providing is the secondment of a consultant, you acknowledge that you will instruct and supervise the Consultant, and approve the Consultant's work. Accordingly, you will be responsible for their acts, errors or omissions (whether wilful, negligent or otherwise) to the extent due to your instruction or supervision.

10.5. We will not be liable to you for any claim unless you have notified it to us in writing within 12 months of it becoming reasonably discoverable.

11. Insurance

11.1. We hold professional indemnity insurance which meets the minimum standards set by the Law Society.

12. Termination

12.1. You may terminate the Services in accordance with the letter of engagement.

12.2. We may terminate the Services in accordance with the letter of engagement. We may also terminate the Services in any of the circumstances set out in the Rules including the existence of a conflict of interest, non-payment of fees, and failure to provide instructions.

12.3. If our retainer is terminated you must pay us all fees, disbursements and expenses incurred up to the date of termination.

13. Feedback and Complaints

13.1. Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us, including how we can improve our service, please contact the Director responsible for your business.

13.2. If you have any concerns or complaints about our services, please raise them as soon as possible with the person to whom they relate. They will respond to your concerns as soon as possible. If you are not satisfied with the way that that person has dealt with your complaint, please raise the matter with the Director responsible for your business. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

13.3. If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. You can call the 0800 number for guidance, lodge a concern or make a formal complaint. Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140
New Zealand

Phone: 0800 261 801

To lodge a concern:

www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

To make a formal complaint:

www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/how-to-make-a-complaint

Email: complaints@lawsociety.org.nz

14. General

14.1. Neither party will be liable for any delay in performing or failure to perform its obligations under these Terms if such delay or failure is due to an event beyond its reasonable control (**Force Majeure Event**). The party claiming relief must:

a. promptly give notice to the other party, outlining the nature and expected duration of the Force Majeure Event, its likely impact on the engagement or these

Terms, and the measures which that party proposes to adopt to remedy or mitigate the Force Majeure Event;

b. take all reasonable steps to remedy or mitigate the effects of the Force Majeure Event; and

c. resume performance of normal operations as soon as reasonably possible, unless the engagement has been terminated.

14.2 If a Force Majeure Event continues for over 30 days, either party may terminate any engagement or these Terms immediately by notice in writing.

14.3 These Terms are governed by New Zealand law and each party submits to the exclusive jurisdiction of the New Zealand courts.

14.4. Neither party may assign these Terms without the prior consent of the other party.

14.5 Any clause in these Terms that is expressed or implied to have effect after termination continues to apply.

14.6 These Terms, together with the letter of engagement, is the entire agreement between you and us on this topic.

LAW SOCIETY CLIENT CARE AND SERVICE INFORMATION

Law Society's client care and service information	<p>The Law Society's client care and service information is set out below.</p> <p>Whatever legal services your lawyer is providing, he or she must:</p> <ul style="list-style-type: none">• 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 in which 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. <p>The obligations lawyers owe to clients 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.</p> <p>If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.</p>
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