

WINSLADE LEGAL LIMITED

TERMS OF ENGAGEMENT

1 General

- 1.1 These 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.
- 1.3 If these Terms are inconsistent with any other agreement we have with you (including a letter of engagement) then that other agreement prevails over these Terms.

2 Services

- 2.1 We will agree with you from time to time the scope of services we will provide to you (**the Services**).
- 2.2 We will not provide legal advice on tax-related issues.
- 2.3 We may agree with you that the Services will be provided by a particular lawyer. If this is not agreed, 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 and telephone numbers. We will provide documents and other communications to you by email (or other electronic means) unless otherwise agreed. You will advise us if any of your contact details change.
- 3.2 Where the Service we are providing is the secondment of a lawyer, that lawyer will report to you and be directed by you for the duration of the secondment.
- 3.3 In respect of any other Services, 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 opt out of receiving these communications by emailing us or using the unsubscribe facility provided.

4 Financial

- 4.1 Our fees are charged on the basis of the Rules of Conduct which require that fees be fair and reasonable for the services

provided. We may agree with you a more specific basis for charging fees in respect of any particular matter.

- 4.2 If the Service we are providing is the secondment of a lawyer for an agreed daily or hourly rate, we will charge you this rate for the duration of the agreed secondment.
- 4.3 If we have agreed a fixed scope of work with you (e.g. a secondment of defined hours/days, or other fixed scope of work), then any work outside that agreed scope may be charged using our standard rates and fees.
- 4.4 We may change our rates and basis for charging for services from time to time. If we agreed a rate or basis for charging with you for one engagement, that rate may not necessarily apply to future engagements.
- 4.5 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.
- 4.6 We have the usual authority of a lawyer to act on your behalf in relation to each instruction we accept. This includes your authority, where reasonable, to incur expenses (such as printing and copying, travel and courier charges etc), engage law firms in other regions or jurisdictions and engage external barristers and experts.
- 4.7 Our Services will usually attract Goods and Services Tax (**GST**). If this is the case, GST is payable by you in addition to the amount of our fees and charges.
- 4.8 We will invoice you monthly within 5 days of the end of each month, unless we have agreed otherwise with you. You agree to pay such invoices by direct credit to the bank account specified on the invoice within 14 days.
- 4.9 If your account is overdue we may:
- a charge interest at 5% 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.
- 4.10 We may provide you with an estimate of our fees (which may be a range between a minimum and a maximum amount or for a particular task or step). 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.
- 4.11 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.
- 4.12 We do not operate a trust account.

5 Confidentiality and Personal Information

- 5.1 We will not disclose to any other person confidential information obtained as your lawyers except as set out in clause 6.2e or to the extent allowed or required by law or the Rules of Conduct.

- 5.2 We may disclose your name and address to third parties such as credit agencies or Anti Money Laundering suppliers to perform a credit reference, undertake credit management or collection processes or AML checks if it is reasonable to do so.
- 5.3 If you require access to any of your personal information, please contact Ben Winslade directly.

6 Documents, Records and Information

- 6.1 If the Service we are providing is the secondment of a lawyer, then you will be primarily responsible for storing records and documents while they are working for you. We will keep an electronic record of 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 2020 or any other law.
- 6.2 You agree that:
- a we may use a range of IT products and services (including artificial intelligence products and services) in the course of our back office operations and to assist us to provide Services to you (**IT Providers**);
 - b the IT Providers may store your information (including Confidential Information and personal information) outside New Zealand, including in countries which have less protection for personal information than New Zealand;
 - c we and our IT Providers may use your information to improve our products and services and the products and services of our IT Providers;
 - d we may destroy (or delete in the case of electronic records) 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;
 - e we may acknowledge that you are a client of ours and use your branding and trade marks (in accordance with any reasonable guidelines you have provided to us) in marketing materials, including by featuring your name and/or logo on our website as a client of the firm.
- 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.

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 provision of Services.

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 published or referred to in any 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, our representation of you will cease. We are not obliged to notify you of any subsequent change in the law or provide any further services related to that matter unless otherwise agreed.
- 9.5 We will 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 lawyer or consultant, you acknowledge that you will instruct and supervise the lawyer, and approve the lawyer'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 If the Service we are providing you is the secondment of a lawyer, either party may terminate that secondment in accordance with the terms agreed between us in respect of the secondment.
- 12.2 For all other Services, you may terminate our engagement at any time.
- 12.3 We may 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.
- 12.4 If our Services are 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 any specific terms agreed with you in respect of any Services (e.g. in an engagement letter), are the entire agreement between you and us on this topic.

LAW SOCIETY CLIENT CARE AND SERVICE INFORMATION

<p>Law Society's client care and service information</p>	<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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