TERMS OF ENGAGEMENT

1. **The purpose of this document**

1.1 This document:

- sets out the standard terms on which we do work for our clients;
- explains what you can expect from us and what you agree to when we work for you;
- includes information we are required to tell you under the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers; and
- applies to any current work and to any future work we do for you (unless we agree in writing to change these terms).

1.2 Occasionally we may change these terms. If we make changes, we will send you the updated terms.

1.3 In instructing us to act for you, or continuing with your instructions after receipt of these terms, you agree to our Terms of Engagement as set out herein.

2. **Our letter of engagement for each job**

2.1 For each new job we do for you, we will give you a 'letter of engagement'. The letter will outline:

- what we will do for you on that job; and
- the person with overall responsibility for that job. That person will be the one we believe is most suited to that job and to our relationship with you. Other members of our staff may also be involved, under that person's supervision, where appropriate (such as where this enables us to do the job in a more efficient and timely manner). If we do not advise you in writing, then the person with overall responsibility will be the person you have instructed to do that job.

3. **Our duties to you**

3.1 When we do work for you, we will:

- protect your privacy and confidentiality;
- act competently, promptly and according to your instructions;
- protect and promote your interests
- give you clear information and advice;
- keep you informed about progress;
- treat you fairly and respectfully; and
- charge you a fee that is fair and reasonable, subject to any overriding duties we have (eg to the courts and the justice system).

3.2 Our duties are owed to you, the client named in our letter of engagement. Nobody else (such as family members, shareholders, directors or related companies) can rely on our advice without our written consent.

4. **Your privacy and confidentiality**

4.1 We consider client confidentiality to be of utmost importance. We will treat all information we hold about you in strict confidence. We will not use it or share it unless:

- you agree or ask us to;
- we need to so we can carry out work for you; or
- the law requires us to, or the Rules of Conduct and Client Care for Lawyers permit us to.

4.2 Information we hold about you will as far as practicable be only made available to our directors and staff who are doing work for you.

4.3 The assurances in this clause 4 are subject to the provisions at clause 12 regarding use of information for the purpose of credit checks/control and verification of identity.

5. **How we avoid conflicts of interest**

5.1 When we do work for you, we will always protect and promote your interests.

5.2 Before we accept a job from you, we will do our best to find out if any conflict of interest exists.

5.3 If we find a conflict at any time, we will immediately let you know and tell you how we plan to deal with the conflict. That may mean we stop working for you, the other client or both.

6. **Scope of our work**

6.1 We are not qualified to give:

- investment advice. You should get that advice from a qualified financial advisor;
- tax advice. You should get that advice from your accountant or tax advisor; or
- advice about foreign laws. We can help you to contact a lawyer in the other country.

6.2 Unless we agree to do so in writing, we will not:

- remind you about dates (eg PPSR, lease or consent expiry dates); or
- update advice after it is given.

7. **Intellectual property**

7.1 Unless we agree otherwise:

- we retain ownership of all opinions, documents and other intellectual property created by us; or provided to us by you, or any other person and pertaining to your affairs.
- you must not provide our advice to others (such as using our opinions in any public document or statement).

8. **Emails**

8.1 We may communicate with you by email about the work we do for you.

8.2 We have virus protection software and security protocols in place, however we cannot guarantee that electronic communications will always be free from viruses or other defects, are secure or will be received.

8.3 We may occasionally email you information we feel is relevant and useful to you. If you do not want to receive that information, let us know.

9. **Storing records**

9.1 You authorise us to destroy all files and documents about a job seven years after that job has been completed.

9.2 You acknowledge that we operate an electronic office and authorise us to destroy paper files and documents, including minutes, resolutions and deeds, upon receipt after making an electronic copy of them, with the exception of current Wills and documents that we have explicitly agreed in writing to hold in safe custody for you.

9.3 You agree that we may make a charge for providing you, or any other person authorised by you, with copies of documents held or retained by us.

10. **How you can help us**

10.1 You can help us by:

- giving us clear instructions;
- asking if there is anything you are not sure of;
- telling us if you have any important time limits;
- dealing promptly with any questions we have;
- telling us if your contact details change; and
- keeping in touch. Please ask if you are concerned about anything or do not hear from us when expected.

11. **Who we can accept instructions from**

11.1 Unless you let us know otherwise:

- if you are a **company**, we can accept instructions from any of your directors or employees or any other person you have authorised to instruct us;
- if you are a **trust**, we can accept instructions from any of your trustees or officers;
- if you are a **partnership**, we can accept instructions from any of your partners or officers;
- if you are a **couple**, we can accept instructions from either of you.

12. **Verifying your identity / Credit checks**

12.1 We are required by law to verify your (and any person acting on your behalf) identity, address, and, in some circumstances, your source of wealth or the source of funds you are using for a transaction ("due diligence"). Where you are not an individual, but an entity or organisation such as a trust or company (or similar) we may also be required to undertake due diligence on persons associated with you ("relevant

persons"), potentially including your beneficial owners, persons acting on your behalf persons who have or may have effective control over you and members of your governing body. You agree to ensure that each relevant person about whom we collect, hold and disclose information as described above is aware of and consents to that collection, holding and disclosure. You also agree to ensure that all information provided to us concerning you and any relevant person is accurate and (where relevant) complete. You acknowledge that, prior to completing such due diligence or any ongoing due diligence required, we may be prohibited from acting for you, acting for you on the relevant new matter giving rise to the need for due diligence or completing trust account transactions for you (as the case may be). We are not liable to you, or anyone else, for anything done or not done by us (including any provision of information by us to any third party, any inability to process any payment for you or any withholdings made) in order to comply with our legal obligations.

12.2 We may wish to carry out reasonable credit checks on you from time to time.

12.3 You authorise us to collect information about you and relevant persons (including customer due diligence information and credit reports), to obtain, exchange, hold, disclose and use such information, and to make any other enquiries we think appropriate to:

(a) confirm information provided to us about you is true;

(b) undertake initial and ongoing customer due diligence and monitoring in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act);

(c) enforce debt and legal obligations (including recovery of money owed to us); and

(d) comply with other legal obligations we may have, which may include providing information about you, persons acting on your behalf or other relevant persons to government agencies. There may be circumstances where we are not able to tell you or such persons if we do provide information.

12.4 You authorise any person (including credit reporters) to disclose information (including credit information) to us in response to such enquiries.

12.5 You accept that we may use customer due diligence services (including third party systems and electronic based services from a third party in New Zealand, Australia or where applicable in other countries, including without limitation APLYiD (see www.aplyid.com for more information) and InfoTrackID (see http://www.infotrack.nz/solutions/infotrackid/ for more information)) to verify your identity and conduct other customer due diligence or monitoring required under the AML/CFT Act, and that we may use credit reporting services to credit check you, and that when we use such services:

(a) the other third party or credit reporter (each a Service Provider) will exchange information about you for that purpose and the Service Provider may hold information on its system (which you may request and access) and use it to provide their customer due diligence service or credit reporting service (as the case may be) to their other customers;

(b) we may use the Service Provider's services in the future for any authorised purpose (including in relation to ongoing customer due diligence or the provision of credit). This may include using the Service Provider's monitoring services to receive updates if information held about you changes; and

(c) if you default in your payment obligations to us, information about that default may be given to credit reporters and given by credit reporters to their other customers.

It is noted that the Service Provider may in turn use your personal information to check it against relevant databases (such as Drivers Licenses, Passports in New Zealand, Australia (Document Verification System of Australian Government) or other Countries). If you do not consent to us using Service Providers, you will need to contact us to discuss alternative methods to verify your identity.

12.6 We may end our engagement (or if our engagement has not commenced, refuse to act for you):

(a) if you do not provide us with, or we are unable to obtain or verify necessary due diligence information about you, any person acting on your behalf and any other relevant person, to the extent and standards required under the AML/CFT Act, including for initial or ongoing due diligence and monitoring in accordance with the AML/CFT Act;

(b) information provided by you or obtained by us about you or relevant persons is insufficient for us to verify your identity, address and / or source of wealth or source of funds to required standards; or

(c) if required by law to do so at law, including, without limitation, if required to do so under the AML/CFT Act

13. Our fees and expenses

Fees

13.1 We will always charge you fair and reasonable fees.

13.2 Unless we agree with you otherwise, our fees will be calculated based on the time we spend on a job charged at our hourly rates, and adjusted where appropriate for other factors permitted by the Rules of Conduct and Client Care for Lawyers (such as the complexity, urgency, importance, specialised knowledge, responsibility and risk involved and the results achieved). We will provide you with our hourly rates on request.

13.3 We will give you an estimate of fees if you ask for one. Special fee arrangements may be available for certain work (eg capped fees). Any estimate or special fee arrangement for a job will be outlined in our letter of engagement.

13.4 If you have any questions about our fees please ask.

GST

13.5 Unless we state otherwise, our fees, estimates and hourly rates do not include GST or office expenses and disbursements, which are payable by you.

Disbursements

13.6 When we do work for you, we may have to cover some expenses or make other payments on your behalf (such as search fees, registration fees, travel costs, court charges and agents' fees). These will be included separately in our account to you.

Office Expenses

13.7 We charge an office expense to cover resources used on your matter, including electronic file storage, postage, toll and mobile calls, photocopying and printing, forms and precedents, and specialised legal technology (including AI tools). This is generally calculated at a minimum of 5% of our legal fees and is shown separately on your invoice.

Changes

13.8 Fees, hourly rates, office expenses and disbursements may change from time to time [without notice].

14. Money handling procedures

14.1 We maintain a trust account for all funds we hold on behalf of clients (except funds we receive for payment of accounts).

14.2 If we hold funds on your behalf we will deposit them in an interest-bearing deposit with a bank, where reasonable and practicable. We are not responsible for obtaining the best interest rate available or for any loss of interest you suffer as a result of delay in placing your funds in an interest-bearing deposit.

We charge an administration fee on the gross interest earned on funds held in an interest-bearing deposit. Commission will be charged at 10%.

14.3 Withholding tax will be deducted on the interest earned and paid to IRD. If we have your IRD number you can elect to have withholding tax deducted at your applicable rate. If we do not have your IRD number we are required to deduct it at the default rate (which may be higher than your actual rate).

14.4 Where you transfer funds to our trust account in a foreign currency, we will convert those funds into New Zealand dollars at the prevailing exchange rate offered by our bank. We are not responsible for seeking or obtaining a better exchange rate.

14.5 Sometimes at the conclusion of your retainer there may be funds held to your credit in the trust account. These will be remitted to you or transferred to another ongoing matter if one exists. Due to the administrative cost in dealing with small balances, credit balances of less than $20.00 will not be refunded but we will donate to North Haven Hospice, unless you specifically direct us to pay these funds back to you.

15. Paying your account

15.1 We issue accounts monthly and on completion of a job or the ending of our engagement. We may also send you an account when we incur a significant expense.

15.2 Our accounts must be paid 14 days after the date of our account unless alternative arrangements have been made.

15.3 Payment by credit card by prior arrangement. If you elect to pay your account through our on-line payment system hosted by FeeWise, you will be charged an additional surcharge fee of 3.335% plus $0.35 per transaction of the amount you pay.

15.4 If you have any questions about an account, please contact us.

15.5 Sometimes we may require you to pay fees and office expenses in advance. If we do, we will hold your payment in our trust account and only deduct our fees and office expenses when we issue you an account.

15.6 If we hold funds in our trust account on your behalf (including any judgment, sale proceeds, settlement amount or other money), any fees, office expenses or disbursements we have issued you an account for may be deducted.

15.7 Notwithstanding our other terms, it is our policy that fees to complete a sale or purchase transaction be paid upon settlement. You agree to us:
(i) requiring that fees, office expenses and disbursements be received from you or your lender prior to settlement of a purchase and deducting same upon settlement; and
(ii) deducting our fees, office expenses and disbursements from your sale proceeds, unless another arrangement is agreed with us in writing prior to settlement.

15.8 We may charge interest on unpaid accounts at the rate of 16% per annum calculated on a daily basis and charged monthly. We may take action to recover unpaid accounts and charge you the cost of that recovery.

15.9 Any failure or delay by us to charge interest on an unpaid account or to exercise any of our other rights will not operate as a waiver of those rights.

15.10 At your request or with your approval, we may send our accounts to a third party to pay on your behalf. You are still responsible for payment by the due date if the third party does not pay us.

16. **Guarantee**

16.1 If you are a company or other incorporated entity we may require personal guarantees from your directors, shareholders or other officers.

17. **Limiting our liability to you**

17.1 In this clause we limit our liability to you. The maximum aggregate amount that we will have to pay you is the amount set by the New Zealand Law Society as the minimum standard for the indemnity limit on our professional indemnity insurance. This limit applies to the extent permitted by law, whatever you are claiming for and however liability arises or might arise if not for this clause (whether in contract, tort (including negligence), equity or otherwise). We will not have to pay you more than the maximum amount for anything caused by or resulting from anything we do or do not do, or delay in doing, whether or not it is contemplated or authorised by any agreement with you.

17.2 If you are more than one person (such as a couple or partnership), this maximum is the maximum combined amount that we will have to pay you together.

17.3 If you engage us to do work for the purposes of a business, you agree the Consumer Guarantees Act does not apply. Otherwise nothing in this clause 17 limits any rights you may have under the Consumer Guarantees Act.

17.4 We shall not be liable for any loss or liability caused or contributed to by inaccurate or incomplete information supplied by you or third parties (including public records and expert witnesses) or because you did not receive or read a communication we sent you.

18. **Ending our engagement**

18.1 You may end our engagement at any time by giving us reasonable notice.

18.2 If we have good cause, we may decide to stop working for you, such as if you:

- do not provide us with instructions promptly;
- are unable to, or do not, pay our fees as agreed;
- against our advice, act in a way we believe is inconsistent with our fundamental obligations as lawyers or highly imprudent. This does not apply to litigation; or
- in the circumstances set out in paragraph 12.6 above.

18.3 If we decide to stop working for you, we will give you reasonable notice and help you find another lawyer.

18.4 Before you take your records, you need to pay our fees for the work we have done for you. We may keep a copy of any records you take.

18.5 The enforceability of these terms is not affected by:

- the ending of our engagement; or
- any changes to our directors or the incorporation of our firm.

19. **New Zealand law applies**

19.1 Our relationship is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction.

20. **Professional Indemnity Insurance and Lawyers' Fidelity Fund**

20.1 We hold professional indemnity insurance that exceeds the New Zealand Law Society's minimum standards. If you would like further information about our insurance, please ask.

20.2 The New Zealand Law Society operates a Lawyers' Fidelity Fund to compensate clients who suffer theft of money or property entrusted to lawyers. The Fund covers losses of up to $100,000 per individual

claimant. It does not cover loss where you have instructed us to invest money on your behalf (subject to limited exceptions set out in the Lawyers and Conveyancers Act).

21. **How we handle complaints**

21.1 We are committed to providing services of the highest professional standards.

21.2 We will deal with any complaints promptly and fairly.

21.3 Please contact us straight away if you have a question about an account or if you are unhappy with any other aspect of our work. You may contact:

- the director responsible for your work; or
- our General Manager

21.4 The New Zealand Law Society also has a complaints service. Please telephone 0800 261 801 for information and advice about making a complaint.

22. **Client care and service information**

22.1 We are committed to complying with the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers. The following statement describes some of our professional responsibilities to you:
Whatever legal services your lawyer is providing, he or she must:

a. act competently, in a timely way, and in accordance with instructions received and arrangements made:
b. protect and promote your interests and act for you free from compromising influences or loyalties:
c. discuss with you your objectives and how they should best be achieved:
d. provide you with information about the work to be done, who will do it and the way the services will be provided:
e. charge you a fee that is fair and reasonable and let you know how and when you will be billed:
f. give you clear information and advice:
g. protect your privacy and ensure appropriate confidentiality:
h. treat you fairly, respectfully, and without discrimination:
i. keep you informed about the work being done and advise you when it is completed:
j. let you know how to make a complaint and deal with any complaint promptly and fairly.

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

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

We value our relationships with our clients. If you have any questions about these terms, please ask.

Effective from 23 November 2026