

1. **Application:** These terms apply to our relationship with you. However, if these terms are inconsistent with any other agreement we have made with you (whether generally or in respect of a specific instruction) then that other agreement prevails over these terms to the extent of the inconsistency.

If you give us instructions or use our services, you agree to these terms (to the extent that they are not excluded or varied by any written agreement between us).

2. **Changes:** We may change these terms at any time, and will publish the changed terms on our website. The change will bind you in respect of any matters on which we accept instructions after publication of the change.
3. **Scope of Our Role:** All matters will be carried out in accordance with applicable laws and the rules of professional conduct of the New Zealand Law Society.

We do not purport to be experts in all fields of law and we will, where we consider it necessary or desirable to do so, secure advice on particular aspects of any engagement from other lawyers. We do not provide taxation, accounting, or investment advice, because these are not areas in which we claim to have expertise. You should obtain advice from appropriate experts in these areas.

We are only qualified to advise on New Zealand law. If we assist you on matters governed by foreign law, we do so on the basis that we do not accept any responsibility in relation to your position under that foreign law, whether or not we have obtained foreign law advice on your behalf.

4. **Authority:** 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; engage law firms in other regions or jurisdictions; and engage external barristers or experts.
5. **Advice and Services:** Any advice given by us is:
- solely for your benefit. It may not be relied on by any other person (whether related to you or not) unless we agree to that in writing;
 - not to be disclosed, referred to or used other than for the purpose for which it was sought;
 - not to be made public or published;
 - limited to the matters stated in it;
 - limited to and governed by New Zealand law; and
 - subject to changes in the law after the date it is given.

Our name and advice may not be used in connection with any offering document, financial statement, report, or other public document without our written consent.

When our instructions on a matter are completed, our representation of you will end. We are not obliged to notify you of any subsequent change of law, or to provide any further services related to that matter.

6. **Calculating Fees:** We will charge a fee which is fair and reasonable for the services we provide to you. In determining our fee we will take into account the hourly rates of our personnel who have worked on the matter and the principles of charging established by the relevant New Zealand Law Society Rules.

Our standard hourly charge-out rates are quoted **exclusive** of GST and are subject to review and periodic adjustment.

We recommend that you discuss with us the exact nature of the work and the manner in which it is to be undertaken. Sometimes an acceptance by you of transaction risks could reduce legal costs involved.

For a variety of reasons some instructions are not completed. If this occurs, we will charge you for the work undertaken and

costs incurred up to the time of termination. If you ask us to issue an invoice in the name of another entity you will remain liable for payment of that invoice.

7. **Other Costs:** In addition to time, an office services fee will be charged on each invoice we render. The office services fee will be calculated at 3% of the legal fee charged (subject to a minimum of \$60.00) and is subject to review and periodic adjustment. This fee will typically include any internal disbursements such as photocopying, faxes, national or international telephone toll calls and mobile telephone calls.

Direct external disbursements such as travel costs, printing costs, court fees, courier costs, LINZ registration, LIM reports, valuations and search and registration fees will be charged in addition and itemised on your bill. In some circumstances we may also charge an agency fee thereon. Where any of these disbursement costs exceed \$150.00 we reserve the right to ask for a payment in advance before we commence work.

8. **Fee Estimates:** If requested prior to commencement of work, we will discuss with you anticipated fees and disbursements. This will be an estimate only and must be used as a guide, not a quote or maximum fee. A fee estimate will however assist with your budgeting and planning.

In some areas of the law, it is difficult to estimate the final fee because of the complexity of the matter and the range of potential outcomes. With this in mind we will keep you regularly updated on the progress of your matter, and will advise you in advance if we believe that an estimate we have provided is likely to be materially exceeded.

9. **Invoicing / Payment:** It is our practice to bill on a periodic basis, usually monthly, and upon completion of the matter. Accounts are due for payment on receipt. For matters where we may hold monies on your behalf in our trust account, we may make payment of all or part of your bill (including any disbursements) by deduction from these monies. Under these terms you irrevocably consent to such deduction.

If your account remains unpaid we reserve the right to suspend work for you and retain possession of documents and files. You will be liable for all costs associated with the collection and recovery of your overdue and unpaid account. Information you have provided to us may be used to assist in collecting an overdue account. If the account is not paid within 30 days of the account date, we may charge interest at 15% per annum on the unpaid portion, from the due date until the date of payment in full. Further, you will be responsible for all costs incurred by us in recovering any such unpaid account.

You must pay our invoices whether or not:

- you have a right of indemnity or recovery from a third party;
- any third party seeks assessment of any of our invoices; or
- you receive any amount from a third party.

10. **Trust Funds:** In the course of acting for you, we may receive funds to be held in our trust account for your benefit or for the benefit of third parties. If a significant sum is held in our trust account pending disbursement we may lodge those funds on interest bearing deposit with a registered bank. We will have no responsibility to you or anyone else for the performance of any investments so made.

We may charge an administration fee of 5% of the net interest earned. If we deposit funds on your behalf, we will need either your IRD number or a copy of your interest withholding tax exemption certificate.

Before we are able to put any of your funds on interest bearing term deposit we or our bank may require certain signed

statements/declarations from you under the Foreign Account Tax Compliance Act (FATCA).

- 11. Conflicts of Interest:** We will comply with the New Zealand Law Society Rules in respect of conflicts of interest. Our acting for you will not restrict us from acting for another client in relation to any separate matter, even if that other client's interests may be adverse to yours. We will not be required to obtain any further consent from you to act for that other client.

If you believe a conflict of interest has arisen or may arise, please inform us immediately.

- 12. Anti-Money Laundering:** You acknowledge and agree that we are required to verify your identity and the identity of any ultimate beneficial owners of you and persons who have effective control of you and, in certain circumstances, to obtain evidence of sources of funds / wealth in order to meet our obligations under the Anti-Money Laundering and Countering Financing of Terrorism legislation and regulations ("AML"). You agree to provide us with all requested AML documents and information in a timely manner. If you do not provide us with all requested AML documents and information in a timely manner we reserve our right to:
- Suspend the provision of services to you;
 - Terminate the engagement;
 - Not accept deposits of funds from you or any of your related parties into our trust account; and / or
 - Refuse to pay out any funds we hold on trust for you.

You acknowledge that we may engage third parties to assist in identity verification for AML purposes (including using electronic identity verification). By engaging us you consent to us using third parties to verify your identity and the identity of any beneficial owners or representatives / controllers of you in respect of which we are required to verify identity in order to meet our AML obligations. You also confirm that we (and any third party service provider we use for identity verification purposes) are authorised to provide any personal and other information you provide to us to any document issuer, record holder, credit bureau and other authorised third parties for the purposes of verifying your identity and address and the identity and address of your beneficial owners or representatives / controllers.

- 13. Electronic Communications:** The contents of emails (and attachments) sent by us may contain copyright material of ours or third parties. You should only reproduce or distribute the materials if you are expressly authorised by us to do so. If material contained in emails is of a kind that might attract legal professional privilege, it is possible that privilege may be lost by the act of electronic dissemination.

We may communicate with you and others at times by electronic means. These communications can be subject to interference or interception or contain viruses or other defects ("corruption"). We do not accept responsibility for, and will not be liable for any damage that is caused in connection with, or as a consequence of, the corruption of an electronic communication.

- 14. Limitation of Liability:** To the extent permitted by law, our total aggregate liability to you (or any other persons) in connection with any matter (or any series of related matters) on which you engage us is limited to the greater of:
- the amount available to be paid out under any relevant insurance held by us, up to a maximum of NZ\$10,000,000 (including interest and costs); and
 - NZ\$1,000,000 or (if greater) the amount of five times our applicable fee (excluding our service charge, disbursements and GST).

The above limitations apply to liability of all kinds, whether in contract, tort (including negligence), equity or otherwise, and shall be effective notwithstanding that one or more of the limitations is ineffective or unenforceable for any reason.

- 15. Termination of Legal Services:** We may refuse instructions or terminate our engagement at any time by written notice to you, in any of the circumstances set out in the New Zealand Law Society Rules.

If you wish to terminate our services or significantly modify your instructions, please advise us in writing as soon as possible. Until we receive this written notification we may continue with our original instructions and you may incur further costs as we do so. Where you give us any instruction and we rely on that instruction (for example, by giving an undertaking to a third party) you may not revoke that instruction.

Regardless of who terminates our engagement you will be liable to pay our fees and the disbursements we incur (even if not paid by us prior to the termination date), up to and including the termination date.

- 16. Document Destruction:** You may leave documents in our possession after conclusion of your matter. However, we usually destroy our files 7 years after a matter is completed. If you do not retrieve your documents within that period, we have your authority to destroy them.

If this agreement is terminated, we may retain copies of documents or records which we deliver to you or to another lawyer. If we do this, we will pay the cost of producing copies.

We may retain documents electronically or physically (or a combination of both).

- 17. Intellectual Property:** We retain all ownership rights in all intellectual property of any kind created by us for you. You may not reproduce our intellectual property or provide it to a third party without our express consent.

- 18. Confidentiality:** 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 to the extent necessary or desirable to enable us to carry out your instructions or to the extent required by law or by the New Zealand Law Society Rules.

Possession of confidential information will not preclude us acting for any other person. You are not entitled to any confidential information we have or obtain in relation to any other client or prospective client.

- 19. Privacy:** Over the course of our engagement with you we may collect and hold personal information concerning you. Under the Privacy Act 2020 you have the right of access to, and correction of, your personal information held by us.

- 20. Governing Law:** New Zealand law governs these terms and our relationship with you and New Zealand Courts have non-exclusive jurisdiction.

- 21. Independent Advice:** These terms modify some of the duties owed by lawyers to their clients. We recommend that you seek independent legal advice before accepting them.

1. **Introduction:** The information set out in this Charter is provided to you in accordance with the *Rules of Conduct and Client Care for Lawyers* of the New Zealand Law Society ("Law Society").

2. **Client Care and Services:** The Law Society client care and service information is set out below. We aim to meet or exceed these client care and service requirements at all times. 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 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.

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

3. **Persons Responsible for Work:** The names and status of the person or person(s) who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

4. **Fee:** The basis on which fees will be charged and details of when payment of fees is to be made is set out in our Terms of Engagement. We may deduct from any funds held on your behalf in our trust account any fees, expenses, or disbursements for which we have provided an invoice. A copy of our Terms of Engagement accompanies this Client Care Charter.

5. **Professional Indemnity Insurance:** We hold Professional Indemnity Insurance cover that meets or exceeds the minimum standards specified by the Law

Society. We will provide you with particulars of the minimum standards upon request.

6. **Lawyers Fidelity Fund:** 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. 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.

7. **Complaints:** We pride ourselves on our relationships with our clients and aim to exceed our clients' expectations. However, we recognise that even with the best intentions on both sides issues may arise from time to time and we therefore maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you may refer your complaint to the liaison director in our firm who has overall responsibility for your work. If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to another director in our firm. He/she may be contacted as follows:

- By letter at PO Box 1382, Shortland Street, Auckland 1140;
- By email at general@claymore.co.nz;
- By telephone on +649 379 3163

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

8. **Limitations on Extent of our Obligations or Liability:** Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our Terms of Engagement.

9. **Prohibited behaviour:** Bullying, discrimination, harassment, racial harassment, sexual harassment or violence is not accepted by the firm at any level. All clients, employees, and other people the firm engages with can expect to be treated with respect. We may refuse instructions or terminate our retainer if your conduct towards a lawyer or person associated with the firm amounts to bullying, discrimination, harassment, racial or sexual harassment, threatening behaviour or violence.