

CONTESSA LAW LIMITED

TERMS OF ENGAGEMENT

These Standard Terms of Engagement ("Terms") apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. Services

1.1 Relationship to the letter of Engagement: These Terms relate to a letter of engagement we have provided to you and apply with respect to the matter where you instructed us and apply to all other matters that you instruct us on in the future.

1.2 Our Commitment to You: We will:

- Represent you and advise on all legal matters that fall within the scope of your instructions to us;
- Carry out work for you in a timely and competent way;
- Listen to your instructions and seek the outcome you desire.

2. Financial

2.1 Fees:

- (a) The basis upon which fees are payable by you to us are based on the hourly rate of the partner, solicitor, or legal executive who undertakes your legal work. That hourly rate reflects the skill and experience of the person who completes that legal work. We will provide you with details of hourly rates on request.
- (b) Other factors which may influence the fee charged to you will include:
 - Skill and specialist knowledge;
 - The importance of the matter to you and the result achieved;
 - Urgency and the time constraints you may ask of us;
 - The degree of risk assumed by us;
 - Complexity, or the novelty of the matter you instruct us on;
 - Market charges for legal services.

- (c) Where an estimate of legal fees has been provided to you we will endeavour to charge you the amount estimated. Should the scope of our attendances be in excess of what we estimated to you, we may increase our legal fees to reflect those unanticipated attendances which shall be charged at the applicable hourly rate. Unless we tell you otherwise, no fee amount we indicate to you is a fixed fee.
 - (d) Where our fees are calculated on an hourly basis time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.
- 2.2 Disbursements and expenses: In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
 - 2.3 Office Service Charge: We charge a further legal fee of 6% plus GST of the fee charged to you which is to compensate us for office services incurred by us in providing legal advice to you. Any fee estimate or hourly rate quoted to you does not include provision for office services and this amount shall be added to any fee or rate indicated to you. The charges include all usual costs and expenses such as courier charges, printing, telecommunications, and photocopying, but exclude international courier costs and toll charges which may be added to the office service charge.
 - 2.4 AML Charges: We charge a further legal fee of \$50.00 per matter for compliance with customer due diligence, which takes into account simplified, enhanced, and delayed due diligence.
 - 2.5 GST (if any): Is payable by you on our fees and charges, including where we charge you an office service charge and a fee for searching and registration.
 - 2.6 Invoices: We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.
 - 2.7 Payment: Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us.
 - 2.8 Related Parties to You: In the event that a letter of engagement is addressed to you as a director of a company or a trustee of a trust you will be personally liable to make payment of our fees and disbursements (including all amounts payable under these terms) unless you and we agree in writing otherwise. In the event that you are bound by these Terms as a trustee, and have no ability to benefit from that trust, your liability will be limited to the assets of that trust. If the letter of engagement is sent to more than one person, the persons in receipt of that letter will be jointly and severally liable to pay our fees and disbursements.
 - 2.9 Overdue Accounts: We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 5% above our firm's main trading bank's commercial overdraft rate as at the

close of business on the date payment became due. Accounts which have not been paid by the 20th of the month following due date may be referred to a debt collection agency without notice. You will be liable for all our collection costs (including legal costs).

- 2.10 Security: We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses.

You authorise us:

(a) to debit against amounts pre-paid by you; and

(b) to deduct from any funds held on your behalf in our trust account, any fees, expenses or disbursements for which we have provided an invoice, or that we have invoiced to any Related Party to you.

- 2.11 Third Parties: 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, nevertheless you remain responsible for payment to us if the third party fails to pay us.

3. Confidentiality

- 3.1 Our Duty: 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) to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.

- 3.2 Provision of Information to others within Contessa Law Limited: 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.

- 3.3 Other Clients: We will of course, not disclose to you confidential information which we have in relation to any other client.

4. Termination

- 4.1 Your Termination of Our Services: You may terminate our retainer at any time.

- 4.2 Our ability to Terminate the provision of Our Services: We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers

- 4.3 Fees on Termination: If our retainer is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

5. Retention of files and documents

- 5.1 Electronic Files: We retain all records for you in an electronic format and destroy any original documents except those that need to be retained by way of an original document by law.
- 5.2 Destruction of Files: You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

6. Conflicts of Interest

- 6.1 Conflict Procedure: We have procedures in place to identify and respond to 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 Law Society's Rules of Conduct and Client Care for Lawyers.

7. Duty of Care

- 7.1 Reliance by Others: Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

8. Limitation of Liability

- 8.1 Any claim you have against us must be filed within two years or the date of the act or omission on which the claim is based. Otherwise, the claim cannot be filed, and we will have no liability to you for that act or omission or from its consequences to the maximum extent permitted by law.
- 8.2 For the purposes of this clause the terms "claim" and "the date of the act or omission on which the claim is based" have the same meaning as stated in the Limitation Act 2010.
- 8.3 This time limit overrides the time periods provided for under that Act, and applies regardless of when any fact relevant to the claim was first discovered or able to be discovered.
- 8.4 To the fullest extent permitted by law our total liability to you in connection with any matter or series of matters on which you engage us will not exceed an amount equal to five times the value of fees paid to us (excluding our office service charge, disbursements and GST), up to an amount equal to

the Minimum Sum. The Minimum Sum means the dollar amount prescribed from time to time by regulation for professional indemnity insurance.

9. Trust Account

- 9.1 Term Deposits and Administrative Fees: We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf, we will normally lodge those funds on interest bearing deposit with a bank on a rate for overnight deposits (unless you instruct us otherwise), subject to you having completed to the satisfaction of our bank any information required by them relating to the deposit of those moneys including any certifications required by them. We will charge an administration fee of 5% of any interest derived.
- 9.2 FATCA: Due to the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), we are unable to place funds on interest bearing deposit unless you have first signed a declaration as to your FATCA or CRS status. There is a cost in generating the necessary documents, having them signed by you, and liaising with our Bank. This cost may make it uneconomic to place funds on interest bearing deposit. Therefore, you acknowledge that we need only consider placing funds on interest bearing deposit where the net interest to be earned will likely exceed \$180.00 which is the sum, we estimate it would cost you to complete the FATCA or CRS process.

10. Compliance

- 10.1 Compliance with Applicable Laws: We are obliged to comply with all laws applicable 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, including withholding moneys.
- 10.2 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 continue acting, for you until that is completed.
- 10.3 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.
- 10.4 You are obliged to ensure that you and/ or any of the persons previously described are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information 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.

11. General

- 11.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 11.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.
- 11.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

12. Statutory Information

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society").

- 12.1 **Fees:** The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard 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.
- 12.2 **Professional Indemnity Insurance:** We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.
- 12.3 **Lawyers' Fidelity Fund:** The Law Society maintains the Lawyers' Fidelity Fund for the purpose 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 and 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.
- 12.4 **Complaints:** We 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 person 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 Tony Steindle. He may be contacted as follows:
 - by letter to PO Box 47807, Ponsonby, Auckland 1144;
 - by email at tony@contessa.co.nz;

- by telephoning him at 021361556.

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.

If we have been unable to resolve a complaint or concern you may have contact:

The Lawyers Complaint Service

Phone: 0800 261 801

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

Email: complaints@lawsociety.org.nz

- 12.5 Persons Responsible for the Work: The names and status of the person or persons 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.
- 12.6 Client Care and Service: The 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 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.

- 12.7 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 letter of engagement.

If you would like more information in this area please telephone or email your usual contact at Contessa Law Limited or Tony Steindle its director.

These terms of engagement are effective from 1 April 2025.