

MATTHEW SHAW LEGAL LIMITED - TERMS OF ENGAGEMENT AND CLIENT CARE AND SERVICE INFORMATION

We are pleased that you have chosen Matthew Shaw Legal Limited as your Solicitor. We look forward to working with you. The following information may be of assistance to you in our continuing relationship. These terms apply in respect of all legal work carried out by us for you ("our services") and also to any future retainer whether or not we send you another copy of them. We may change these terms from time to time, in which case we will send you our amended terms.

Information

We rely upon you to provide to us in an open, full and timely manner all information reasonably required to enable us to perform our services. We will be relying upon information and instructions provided by you and we will have no responsibility to independently verify the accuracy of such information and documents.

AML/CFT Compliance

By using our services, you agree and consent to our accredited external AML/CFT Agents - First AML contacting you to conduct customer due diligence and collect personal identity and verification information from you for the purposes of compliance with the Anti-Money Laundering and Countering Finance of Terrorism Act 2009. The cost of this exercise will be reflected as a third-party disbursement in your final invoice.

Guarantee

Instructions may sometimes be taken from companies or other corporate bodies and/or family trusts and/or third party individuals at your request. In such instances these terms will apply to the receipt of such instructions and you unconditionally guarantee to us the performance of all obligations expressed or implied in these terms.

Client Care and Service

The Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 provide that every lawyer when providing legal services 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 confidentially and fairly.

These obligations are subject to other overriding duties, including duties to the Courts and the justice system.

Email

While we use standard virus checking software, we accept no responsibility for viruses or anything similar in any emails or any attachments which come from us. We also do not accept any responsibility for any changes to, or interception of, any email or any attachment after it leaves our information systems.

Restrictions & No Assignment or Benefit

No other person may rely on the advice that we give you, unless we agree in writing. You may not assign the benefit of our services to any third party without our written consent. The sole beneficiary of the services under this contract is the client and no other party is intended to take a benefit under the Contracts (Privity) Act 1982.

Nature of Work

We will undertake only the legal work involving the transaction and not any non-legal work such as financial, accounting, valuation, surveying, taxation, or general business advice. It is up to you to make all inquiries concerning the suitability of the property and/or business and where applicable, its physical condition.

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 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 Law Society's Rules of Conduct and Client Care for Lawyers. We will of course, not disclose to you confidential information which we have in relation to any other client.

Fees and Disbursements

In accordance with Rule 9 of the Lawyers & Conveyancers Act (Lawyers Conduct and Client Care) Rules 2008 our fees are calculated upon what is fair and reasonable for the services provided having regard to a number of relevant factors, including: time spent at our hourly rates, skill required, the importance of the matter, results achieved, risk, urgency, complexity, any estimates given and what is customarily charged in the market in the locality for similar services.

Where possible, we will provide you in advance with an estimate of fees and disbursements that will be involved with the carrying out of your legal work. As there are typically variable factors and outside parties involved, this will be a non-binding estimate. Where appropriate, as work progresses we will provide you with an updated estimate.

Where it is not possible to provide an estimate because the nature and scope of the work have not yet been sufficiently clarified, you will be charged in a fair and reasonable manner on the basis of the factors set out above. You are also entitled to ask for an estimate at any time.

If the matter that we are working on for you is not concluded for whatever reason with the result that the full scope of our

services is not required, we will still need to make a charge for our time and effort up to the point our services ended.

We may sometimes ask for an initial payment “up front” to cover our costs. We will require that payment to be made before we take further steps on your behalf. You authorise us to debit against amounts pre-paid by you and 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.

We are often required to make payments on your behalf during the course of your work. You may be given an estimate of these expected expenses when your file is opened and may be asked before we spend money on your behalf to let us have sufficient funds to meet these expenses.

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 will still remain responsible for payment to us if the third party fails to pay us.

In respect of conveyancing transactions and other matters in which we may act for you, it is our usual practice to charge you a separate nominal fee to cover the costs incurred by us insofar as Bureau, forms, tolls, faxes photocopying, printing and postage costs are concerned. These costs will be shown in our statement. If your matter does not proceed, we charge a file opening fee to cover any costs incurred by us.

Invoicing

Our practice is to render monthly accounts for costs incurred to that time. Invoices are to be paid 14 days following the date of the invoice. If we are holding funds for you in trust we may deduct the amount invoiced from these funds.

Payment

Payment can be made by cash, or internet banking directly to our firms trust account. Please note that in the case of delinquent accounts, we reserve the right to charge interest at 15% per annum accrued monthly on accounts from a date fourteen days after the date of the account.

Failure to pay our fees on time may at our discretion, lead to suspension of our services (including our right to settle a property, loan, commercial or other transaction), or termination of our retainer. All reasonable fees up to suspension or termination will be and will remain payable regardless of the suspension or termination.

Professional Indemnity

We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We are happy to provide you with particulars of the minimum standards upon request.

Lawyer's Fidelity Fund

We subscribe to the Law Society Lawyers Fidelity Fund for the purpose of providing clients of lawyers with protection against money loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund to an individual claimant is limited to \$100,000.00.

Except in special circumstances (set out 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 that client. The Fidelity Fund is also only related to dishonesty and does not cover claims other than theft by lawyers. For more information about what the Fidelity Fund covers, go to www.lawsociety.org.nz.

Funds on Deposit

If you have funds with us pending or after a settlement for any meaningful time, we will place them on deposit at call through our trust account with our bankers – ASB Bank Limited. Interest on that money at normal bank rates will accrue to your credit after deduction of Resident Withholding Tax (RWT). We are required to pay the RWT to IRD and in accordance with IRD's investment income reporting requirements, you consent to us providing your personal information to IRD for this purpose. We deduct an administration fee of 5% of the interest received.

Complaints

We hope that you will have no complaints during our relationship, but as we take complaints seriously and want to do what we can to remedy your concerns, we do have a procedure in place to ensure that any complaints can be satisfactorily resolved. If you are unhappy with the standard of our services, please talk directly to the person you are dealing with as the problem may be miscommunication. If your problem remains unresolved or you wish to speak with someone else, please contact the firms Practice Manager - Alison Shaw.

The Law Society also maintains a complaints service and you are able to make a complaint to the Law Society on 0800 261 801.

Files, Documents & Work Papers

Work papers produced by us in the course of providing our services are our property and will be retained by us. In providing our services we will open a file which will be retained by us and will be stored and kept for at least seven and usually ten years. After that period of time the file may, at our sole discretion, be destroyed. If you send us any papers which ultimately form part of that file and you would like those papers to be returned, please advise us at the time these are supplied.

We will invoice you for a nominal file storage charge of to contribute towards the costs of maintaining our storage facilities.

We reserve the right to retain deeds and documents until all monies due to us for any costs, office services or disbursements are paid even if the monies are due for services unrelated to those documents.

Termination of Retainer

You may terminate your instructions at any time. We may terminate your instructions in the circumstances set out in clause 4.2 of the Lawyers of the Lawyers & Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008. If your instructions are terminated you must pay us all fees due up to the date of termination and all expenses incurred to date. Until that time we reserve the right to retain your file or files.

Acceptance of Terms

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 other written agreement between us).