

## Standard Terms

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These are our standard terms and information on fees, expenses, and disbursements. Please read them. If you have any questions, please ask us.

### Who will work with you?

A partner will be responsible for the delivery of our services to you. In order to ensure that we provide our advice in the most efficient and timely manner, other personnel may also be involved.

### Instructions

We rely on you providing full instructions and advising all relevant facts all times during the matter.

### Our role

We will set out our understanding of our role in an engagement letter or, if there is no formal engagement letter for the matter, in correspondence between us (the "engagement letter").

We provide legal advice on New Zealand law. We do not advise on foreign law, or commercial, financial or other non-legal matters. We are not responsible for advising you as to taxation issues, unless you specifically request us to do so.

### Reliance

Our duty of care is to our client named in the engagement letter. We do not owe any duty of care to any other person. You must not disclose or distribute our advice to any person (other than your other advisers or as may be required by law), and no such person may rely on our advice, without our prior written consent.

Where you are a company or other corporate or unincorporated entity, we act only for you. We do not act for your shareholders, directors, or members unless we otherwise agree.

### Conflicts of Interest

We have procedures to deal with issues that arise if the interests of two or more clients conflict. We will let you know if a legal conflict arises and we will follow the requirements and procedures set out in the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("**NZLS Rules**"). Where there is no legal conflict, we may accept instructions from other clients or potential clients working in the same or competing markets and whose commercial interests conflict with yours.

### Client Checks

We are required to comply with all laws binding on us including the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT), the Foreign Account Tax Compliance Act (US) (FATCA) and the OECD's Common Reporting Standards (CRS).

We will perform client due diligence and account monitoring, keep records, and report any unusual or suspicious transactions where required by AML/CFT, FATCA, CRS or any other law. We may also be required to assist any bank to comply with its legal obligations.

For the purposes of AML/CFT, we are required to obtain and verify certain information from you. This may include people associated with you (such as employees, directors and shareholders, trustees and beneficiaries). If we are unable to obtain the required information from you, it is likely we will not be able to act for you.

### Fees, office expenses and disbursements

#### Professional fees

We use hourly rates only as a general basis for deciding the appropriate fees for our work. We may also take into account other factors such as the value we bring, complexity, novelty, difficulty and urgency of the work and the benefit to you of previous work or precedents. Hourly rates vary according to the type of work and experience of the personnel involved. If we provide an estimate of fees, actual fees may differ from the estimate.

If we agree a fixed fee and the scope of work increases beyond the basis on which you originally instructed us, it will be carried out at the normal hourly rates of the personnel involved unless another arrangement is agreed.

#### Administration fee and office expenses

On each invoice we will charge you an administration fee to cover services supplied by us, including facsimiles, photocopying, long distance telephone calls and file storage.

#### Disbursements

Disbursements arise due to services supplied by others.

We will charge you the amount charged to us by others for services, such as couriers, counsel's fees, travel expenses, witness and expert's fees, search, filing and registration fees, and telephone conferencing services.

## Rate changes

Hourly rates and fees are reviewed and may change from time to time. If they do, the revised rates and fees will generally apply from the date of the change.

## GST

GST (where applicable) will be charged on our hourly rates and fees at the applicable rate.

## Litigation

If the matter is, or becomes, litigious you should be aware:

- if you succeed in obtaining an order for costs payable by other parties in the litigation, it is likely to be for an amount substantially less than the amounts payable to us under these standard terms or any separate agreement with a barrister;
- the Court may make an order that you pay another party's legal fees and costs (for instance, if you lose the case). These fees and costs would be in addition to the amounts payable to us; and
- the Court may make a costs order in favour of, or against, any party to the action without stating the amount payable. If this happens, that person is entitled to apply to a Court for assessment of the whole or part of the those costs.

## Invoicing arrangements

### Frequency of invoices

We generally issue monthly invoices. Accounts are payable upon receipt.

### Funds in advance

We may ask you for funds in advance to be held in trust. You authorise us to deduct from these funds any amounts for which we have provided an invoice.

### Invoicing to third parties

If we agree to address an invoice to a third party, you remain liable for the amount invoiced if the third party does not make payment.

### Recovery of unpaid accounts

We may charge you interest on any unpaid account at the rate of 15% p.a. from 14 days after invoice date until payment. Interest will be payable on demand.

You will be responsible, on an indemnity basis, for all costs incurred by us in recovering any unpaid accounts.

## Trust account

Where monies are held in our trust account and invested on deposit for you, we may charge an administration fee of 5% of the gross interest earned.

Any amounts for which we have provided an invoice may be deducted from any funds held in our trust account on your behalf (unless, when you paid the funds into our trust account, you told us they were for a specific purpose).

## Credit Cards

We offer the option for invoices to be paid by credit card. When you choose to pay by credit card, a transaction fee of 2.25% of the total amount is added at the time of processing the payment to cover our direct and indirect costs in providing a credit card facility.

## Personal information

You authorise us to collect, store, use and disclose any information (including your personal information) for the purposes of carrying out your instructions and any reasonable related purpose.

We will sometimes need to collect, store, use and disclose personal information about other identifiable individuals, such as your employees, directors or other people associated with you or with your transactions (including any principals or beneficiaries for whom or whose benefit you are acting). Please make sure that these other people are aware that our acting for you may involve collecting, storing, using and disclosing personal information about them.

We may need to disclose personal information to our contractors or agents, and other organisations (including other parties in the matter, a court, and law enforcement and government agencies who process transactions or perform regulator functions) but only to carry out your instructions, to fulfil our professional duties, to exercise our rights, or to comply with a legal requirement.

We may also use or disclose your personal information for the purposes associated with our business, including providing legal services, to obtain credit or other references, for the purposes of credit management and the collection of unpaid accounts, and to provide you with information we believe may be of interest to you.

Under the Privacy Act 1993 you have the right to request access to, and correction of, your personal information held by us. Any such requests may be directed to our Chief Executive Officer by e-mail ([ceo@ah.co.nz](mailto:ceo@ah.co.nz)) or by phone (+64 9 920 6400).

## Confidential Information

We will not disclose to any other person any confidential information which we obtain as your lawyers except to the extent allowed or required by law or the NZLS Rules.

## Intellectual Property

You may use and copy all documentation created by us for you in connection with the work we undertake for you. However, all ownership rights in intellectual property created by us remain our property. We will be free to use the intellectual property and original ideas to give advice to other clients, provided that we do not breach our duty of confidentiality to you.

## Electronic communications

By providing your email address and/or mobile phone number, you consent to us communicating with you and others by electronic means such as email or text message. 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 or loss caused in connection with, or as consequence of, the corruption of an electronic communication.

We may also send you newsletters or other information we think you may be interested in and which may market and promote our products and services, or the products and services of others. These electronic communications from us will have instructions for how you can remove yourself from our mailing list.

## Files

We are generally entitled to keep your file and documents while money is owing to us.

You may leave documents in our possession after conclusion of your matter. We will keep your file and documents for seven years after the matter is completed. We may hold the file and documents electronically rather than physically. If you do not retrieve your documents within that period, we have your authority to destroy them.

We may charge you for retrieving stored papers or deeds in response to any request from you to uplift your file or documents.

## External information and public records

We often obtain and rely on external information (e.g. from your accountant) or public records (e.g. from a government agency or registry) to carry out your instructions. This information may not always be accurate or complete. We do not accept responsibility to

investigate or verify external information or public records and will not be liable for any damage or loss caused by errors or omissions in them.

## Limitation of liability

To the extent permitted by law:

- our aggregate liability to you (or any other persons) whether in contract, equity, tort (including negligence), statute or otherwise arising out of your engagement of us on a matter (or any series or related matters) is limited to the greater of:
  - the amount paid out under any relevant insurance held by us, up to a maximum of \$NZ20 million; or
  - \$NZ2 million or (if greater) the amount of five times our applicable fee (excluding our administration fee, disbursements, and GST); and
- you may not bring any action against us, regardless of form, more than one year after the cause of action has arisen.

## Termination

Where you give us any instruction and we rely on that instruction (e.g. by giving an undertaking to a third party), you may not revoke that instruction. Otherwise, you may terminate our engagement at any time by giving notice to us in writing.

We may terminate our engagement in the circumstances permitted by the NZLS Rules.

Despite any termination, you must pay us for what we provide, and all expenses we have incurred, up to the date of termination. Further, the provisions of these terms relating to reliance, confidential information, intellectual property, files, limitations of liability and governing law will continue to apply.

## Force majeure

We shall not be liable to you for any delay or non-performance of our obligations arising from any cause beyond our reasonable control. In the event of our being so delayed or prevented from performing our obligations, we shall give you notice in writing as soon as reasonably possible. Further, we shall resume performance of our obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

## General

These standard terms apply to any current instruction, and to any future instruction, whether or not we send you another copy. We can change these standard terms. Our current standard terms are available on our website [www.anthoniharper.co.nz](http://www.anthoniharper.co.nz)

Your continued instructions will confirm your acceptance of our terms as set out in our engagement letter and in our standard terms.

Our engagement shall be governed by the laws of New Zealand, and both of us agree to submit to the exclusive jurisdiction of the New Zealand courts.

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 either discuss them with us or contact the Law Society at [www.lawsociety.org.nz](http://www.lawsociety.org.nz), or on 0800 261 801.

People responsible for your work

We will advise you of the partner who will have overall responsibility for your work on each matter.

## CLIENT CARE AND SERVICE INFORMATION

We are committed to complying with the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("**Law Society**"). To assist you, the following information describes some key elements of those rules, and explains some recourse you have as a consumer of legal services.

### Client care and service

Whatever legal services we are providing, we 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; and
- let you know how to make a complaint and deal with any complaint promptly and fairly.

### Complaints

We have complaints procedures that are designed to ensure that any complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, please talk to the partner responsible for your work.

If you do not wish to talk to that person about your complaint, or you are not satisfied with that person's response to your complaint, please contact our managing partner, who can be reached by:

- email at [managing.partner@ah.co.nz](mailto:managing.partner@ah.co.nz)
- telephone +64 3 379 0920 or +64 9 920 6400

The Law Society also maintains a complaints service and you can make a complaint to that service by calling 0800 261 801.

### Professional indemnity insurance

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

### Lawyers' Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund to provide protection against client losses arising from theft by lawyers. The maximum amount the Fidelity Fund can compensate you is \$100,000. The Fidelity Fund will not usually cover loss relating to money a lawyer is instructed to invest on behalf of a client.

Limitations on extent of our obligations or liability

Our standard terms contain limitations on the extent of our obligations to you and limitations on and exclusions of our liability.