

STANDARD 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 The services which we are to provide for you are outlined in our engagement letter.

2 Anti-Money Laundering and Counter Terror Financing of Terrorism Act 2009

2.1 In order to comply with the Anti-Money Laundering and Counter Terror Financing of Terrorism Act 2009, as from 1 July 2018 we are required to independently verify your identity before we can act for you. **You authorise us to make a search of relevant databases for this purpose including the government Politically Exposed Persons database and the Terror Watchlist database and you agree to pay our enquiry fees which will be payable on invoice. The charge per individual or company will be \$20.00. For a trust this may be range from \$50.00 to \$100.00.**

2.2 You must provide us with all documents to enable us to comply with our obligations under the Anti-Money Laundering and Counter Terror Financing of Terrorism Act 2009, and other similar laws. You acknowledge and agree that we may confirm identity via electronic means including but not limited to Driver License checks via NZTA.

2.3 You acknowledge that we may have obligations to report suspicious transactions and related activities to the Financial Intelligence Unit of the New Zealand Police (FIU) under the Anti-Money Laundering and Counter Terror Financing of Terrorism Act 2009 and you unconditionally agree that we may provide any information required by law to them.

2.4 We may terminate this engagement at any time, in the event that you are investigated by the New Zealand Police for any matter, including but not limited to money laundering, criminal activity, and fraud.

3 Financial

3.1 Fees:

- a The fees which we will charge or the manner in which they will be arrived at, are set out in our engagement letter or in a separate email prior to sending our letter of engagement.
- b If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you an estimate of the likely amount of the further costs.
- c Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

- d If you are a company, the directors and shareholders of that company (and if more than one jointly and severally), agree to guarantee the obligations of the company with respect to payment of the company's legal fees in the event of the company's insolvency or liquidation. The person signing the acceptance of the Letter of Engagement has the express authority of the directors and shareholders to bind them to this guarantee and Quinn Law's acceptance of the company's instructions to act are on the strict basis that the directors and shareholders accept personal responsible for payment of the company's legal fees.

3.2 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.

To cover our landonline licensing and staff costs associated with mandatory "e-dealing", we charge an agency fee of \$20 per document. This is shown on our invoice as "LINZ search fee and agency" or "LINZ registration fees and agency".

3.3 Invoices: We will send interim invoices to you, usually monthly and/or on completion of the matter, termination of our engagement or when we incur a significant expense. GST is payable by you on our fees and charges.

3.4 Payment: Invoices are payable within 7 days of the date of the invoice, unless alternative arrangements have been made with us. 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 4% above Westpac's commercial overdraft rate as at the close of business on the date payment became due.

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

3.6 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.

4 Confidentiality

4.1 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*.

4.2 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.

4.3 We will not disclose to you confidential information which we have in relation to any other client.

5 Termination

5.1 You may terminate our retainer at any time.

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*

5.2 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.

6 Retention of files and documents

6.1 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.

7 Conflicts of Interest

7.1 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*.

8 Duty of Care

8.1 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.

9 Trust Account

9.1 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. In that case we will charge an administration fee of 5% of the interest derived.

10 General

10.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

10.2 We are entitled to change these Terms from time to time, in which case we will send you amended Terms.

10.3 Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

11 Privacy Statement

11.1 We collect personal information from you, including information about you which includes your name, address, contact information, independent identity verification, driver's licence and passport and IRD number.

11.2 We collect your personal information in order to complete the legal documents that you instruct us to prepare.

- 11.3 We also collect this information as required by Law for the purposes of Land Information New Zealand requirements and Anti-money laundering and Countering Financing of Terrorism Act 2009.
- 11.4 Besides our staff, we may share this information with your Bank, Land Information New Zealand or in the case of AML/CRT information, with the Department of Internal Affairs (for audit purposes), or the Financial Intelligent Unit of the New Zealand Police as required by Law.
- 11.5 You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at hlq@quinnlaw.co.nz, or 09 521-0639, or PO Box 25608, St Heliers, Auckland 1740.