

STANDARD TERMS OF ENGAGEMENT

and

CLIENT INFORMATION

These Terms of Engagement apply except where we otherwise agree with you in writing.

We will treat your continuing instructions to us as an acceptance by you of these Terms of Engagement unless you advise us otherwise in writing.

Client Care & Service

The Law Society has set out the standards of client care and service to which clients are entitled. We will:

- 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.

Our Duty of Care

We will provide our services to you to proper professional standards. Our duty of care is to our client named in our Letter of Engagement. We do not owe any duty of care or have any liability to any other person. If during the course of our appointment we provide services to entities related to or associated with our client then these services will be provided on the same terms as these standard terms. If we receive continuing or repeat instructions then these standard terms apply to such instructions.

Confidentiality

We place great importance on confidentiality. We will hold in strict confidence all information that we acquire through our work for you and which concerns your business or your instructions. The only exceptions are where you authorise us to disclose such information, or where we must do so to carry out your instructions or where we must do so by law.

Obligations of Radich Law

We are required to comply with all laws binding on us including (but not limited to):

- The Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and
- The United States Foreign Account Tax Compliance Act (FATCA); and
- The Common Reporting Standards (CRS).

To meet these requirements, we may be required to conduct customer due diligence on you, persons acting on your behalf, and other relevant persons such as your beneficial owners or persons who have effective control of you as a client. We may not be able to act or continue acting for you until this is completed to the required standard.

Whether this is so, will depend on the nature of the work we are being asked to do.

If these requirements apply we will advise you what information and documents are required for these purposes. This information could include identification details, and any other information considered relevant. Please ensure the information and documents requested are provided promptly to avoid any delays in us acting for you.

We will retain the information and documents and may be required to disclose them to government agencies as required by law. We may not be permitted to advise you of the instances when we are required to disclose this information. We may also be required to provide this information to banks with which we place your funds through our trust account.

Our fee for services will include a fair and reasonable charge for the work associated with these compliances.

Conflicts of Interest

We are conscious of the need 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 Rules of Conduct and Client Care for Lawyers*.

Electronic Communications

Where we provide any electronic service to you, or communicate with you by electronic means, we will take every reasonable precaution to ensure that those services and communications are accurate, reliable, adequate, complete, confidential and secure. However there are certain risks that are outside our control and we cannot take responsibility for risks which are beyond our reasonable control.

Documents

We will hold important documents (Wills, Powers of Attorney and the like) indefinitely. We will retain our working file on any one matter for at least seven years after we finish working on that matter. After that time we may destroy that file without contacting you. If you wish to retain all or part of your file please advise us in writing before the matter is completed. You may uplift any file or documents we hold on your behalf. If any fees are unpaid we may withhold the release of any file or documents until fees are paid in full. When we release a file or documents we may keep a copy.

Fees

We wish to provide value for money and our fee arrangements will always:

- Reflect the value of what we have provided
- Be fair and reasonable.

The Lawyers & Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 provides that a lawyer must not charge a client more than a fee that is fair and reasonable. The factors to be taken into account include:

- (a) *The time and labour expended:*
- (b) *The skill, specialised knowledge, and responsibility required to perform the services properly:*
- (c) *The importance of the matter to the client and the results achieved:*
- (d) *The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client:*
- (e) *The degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved:*
- (f) *The complexity of the matter and the difficulty or novelty of the questions involved:*
- (g) *The experience, reputation, and ability of the lawyer:*
- (h) *The possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients:*
- (i) *Whether the fee is fixed or conditional (whether in litigation or otherwise):*
- (j) *Any quote or estimate of fees given by the lawyer:*
- (k) *Any fee agreement (including a conditional fee agreement) entered into between the lawyer and client:*
- (l) *The reasonable costs of running a practice:*

(m) *The fee customarily charged in the market and locality for similar regulated services.*

Within our practice, different charging rates apply according to the qualifications, experience and responsibilities of the person undertaking the work.

We will discuss fees in an open way and we will be willing to look at particular arrangements that might better suit a client in particular circumstances.

Payment of Fees

We require payment of all invoices within fourteen days of receipt.

We reserve the right to charge interest on overdue accounts at 12% per annum.

We reserve the right to require payment in advance or retainers in advance.

We will cease work on any file where payment is overdue and no arrangements to cover ongoing work have been made. The liability for any loss which follows from cessation of work where fees have not been paid will lie with the client.

We charge for all disbursements (fees and costs which we pay to third parties) as well as our own fees.

All of our fees and disbursements are required to carry GST and GST will be payable in addition.

We reserve the right to deduct fees and disbursements from monies held in trust where we have issued a fee invoice.

Termination

We will cease to act for a client where we consider that what we have been asked to do is illegal, immoral or a breach of professional ethics.

You may end our engagement at any time on any matter or matters. Our engagement will come to an end as soon as you advise us.

We may, so long as we give you reasonable notice, end our engagement at any time.

Professional Indemnity Insurance and Liability Limitation

The *Lawyers & Conveyancers Act (Lawyers: Indemnity) Rules 2008* deals with professional indemnity insurance. We have in place insurance cover of not less than the amount of \$2million and such insurance cover complies with the terms of the Rules.

In these circumstances we limit our liability to the amount of \$2million unless otherwise negotiated and agreed.

In cases where a client may wish to have greater coverage, we will negotiate and arrange cover at higher levels as required.

Time Limit for Claims

No legal proceedings may be commenced later than two (2) years after the date on which the party bringing the claim became aware or ought reasonably to have become aware of the facts giving rise to the claim. In any event, no legal proceedings may be commenced more than four (4) years after the date on which the facts giving rise to the claim occurred.

Lawyers Fidelity Fund

The Law Society maintains the Lawyers Fidelity Fund to provide protection against client losses arising from theft by lawyers. The most a Fidelity Fund can compensate you is \$100,000.00. The Fidelity Fund will not usually cover loss relating to money a lawyer is instructed to invest on behalf of a client.

Trust Account

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. The benefit of the interest accrues to you. We charge a fee for the administration of funds on deposit. This is at the rate of 5% of interest earned.

Complaints

We hope that you will never have cause to complain about our services or about us. If you do have a complaint please refer this to us and we will deal with your complaint professionally. The Law Society also maintains a

complaints service and you can make a complaint to that service. To do so you can telephone 0800 261 801 and you will be connected to the nearest Complaints Services Office which can provide information and advice about making a complaint.

Thanks

We are pleased to be able to do work for you and we give you our commitment that we will do our professional best for you.