

STANDARD TERMS OF ENGAGEMENT

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

Page | 1

1 Services

- 1.1 The services we are to provide for you are outlined in our engagement letter along with any further instructions that you provide to us in writing (or that we record in writing).
- 1.2 In order to provide you with efficient advice and services, and to provide the most cost-effective service, we may delegate part or all of your instructions to a solicitor or professional other than the solicitor originally instructed.

2 Communications

- 2.1 We will obtain from you contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email (or other electronic means). You will advise us if any of your contact details change.
- 2.2 We will report to you periodically on the progress of any matter and will always try to keep you informed of any unexpected delays or changes in the character of the work being undertaken. You are welcome to request a progress report at any time.
- 2.3 If you provide us with a facsimile number or email address, then we may fax or email our communications to you without first letting you know, unless you tell us otherwise.
- 2.4 From time to time we may send you information such as client newsletters, updates and other material that may be relevant or of interest to you. These may be sent in electronic form to the electronic address details provided by you. Unless you tell us otherwise, we will assume that you agree to receive such information. If you would prefer not to receive such information, please let us know.

3 Financial

3.1 Fees:

- 3.1.1 The basis upon which we will charge our fee is set out in our engagement letter:

- a If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of the 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 of the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.
 - b Where our fees are calculated on an hourly basis, the hourly rates of the people we expect to undertake the work are set out in our engagement letter. Any difference in those rates reflect the different levels of experience and specialisation of our professional staff. Time spent is recorded in six-minute units.
 - c Hourly fees may be adjusted (upwards or downwards) to ensure the fee is fair and reasonable to take into account matters such as the complexity, urgency, value and importance of the services. Full details of the relevant fee factors are set out in Rule 9 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.
- 3.1.2 Where we have been instructed jointly by two or more people, each person shall be jointly and severally liable for the payment of fees. Where we have been instructed by an incorporated company, each shareholder shall personally, jointly and severally guarantee the payment of fees of the company.
- 3.1.3 Our fees are payable by you regardless of whether the matter is resolved by settlement or by hearing, and regardless of whether you achieve the result that you want.
- 3.1.4 In any litigation, costs are ordinarily payable by the unsuccessful party to the successful party. Costs include legal costs, any disbursements, and experts' fees. Costs

are usually calculated on a scale set by the Court, which is designed to allow the successful party to recoup approximately two thirds of its legal costs. However, the Court has the discretion to make any award of costs that it chooses. It may award full costs to the successful party, or it may not award any costs.

3.1.5 We will provide a fee estimate if you request one. We will endeavour to ensure that any estimate of our fee is realistic, and where appropriate, we will state any significant assumptions in making the estimate. However, any estimate is only a guide, and the amount of the final fee may be more or less depending on all the actual circumstances. Our fee estimate may be stated as a range. We emphasise that any fee estimate is not a quote, nor a cap on what may be charged.

3.1.6 Any fee estimates we provide are given in good faith based on the information available at the time. They are not binding and actual costs may vary. We will keep you informed of material variances.

3.2 Office Service Charge Fee (Administrative expenses):

3.2.1 In addition to disbursements, we may charge fees to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These may include but not limited to:

- a \$50 + GST General Office Cost for all immigration matters, \$70 + GST General Office Cost for all conveyancing matters, otherwise \$40 +GST file opening cost for all non-litigation matters, or \$50 +GST file opening cost for all litigation matters and \$30+GST file close costs for all non-litigation and litigation matters;
- b \$70+GST bundling costs for per bundle of 100 pages or less;
- c \$1.10+GST per kilometer for travel mileage should we be required to travel out of office for your matter; and 3% of the total payment amount on any credit card payment/s.

- 3.3 GST (if any): Our services will usually attract Goods and Services Tax (GST). If this is the case, GST is payable by you on our fees and charges.
- 3.4 Invoices: We will send interim invoices to you, usually fortnightly and on completion of the matter, or termination of our engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time.
- 3.5 Third-Party Administrative Services
- 3.5.1 We reserve the right to engage third-party service providers (including but not limited to clerical, transcription, research, and document management support) to carry out certain administrative or support tasks related to your matter. Such costs will be treated as disbursements and charged to you at cost. We will ensure any such provider is bound by appropriate confidentiality obligations.
- 3.6 Payment:
- 3.6.1 Invoices are payable in full within 7 days of the date of the invoice, before we undertake or provide any further work, services or representation, unless alternative arrangements have been made with us. Our accounts are marked "E & O E" standing for errors and omissions excepted.
- 3.6.2 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 12% above our firm's main trading bank's 90-day bank bill buy rate as at the close of business on the date payment became due.
- 3.6.3 For conveyancing matters, payment of our legal fees and expenses is required on settlement of the transaction. For property and financing transactions, you must credit our trust account with the ASB Bank before 10.00 am on the day of settlement with cleared funds for the correct amount.
- 3.6.4 Part payment of an account will not be accepted as partial settlement of the full amount of the account unless we agree in writing to accept the reduced amount as full settlement.

3.6.5 Should you have difficulty in meeting any of our accounts, please contact us without delay so that we may discuss whether a payment arrangement is appropriate.

3.6.6 Our firm reserve the right to stop all work on your matter, or terminate our representation in a manner which is consistent with our obligations, should the payment of invoice is not received after the due date of 14 days from the date of the invoice or alternative arrangement is unable to be reached.

Page | 5

3.6.7 You will be liable for all costs associated with the collection and recovery of your overdue and unpaid account (including costs on a solicitor/client basis and any credit agency fees).

3.7 Retainer/Security:

3.7.1 We may ask you to pre-pay a retainer 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.

3.7.2 We shall be entitled to ask you to make further retainer payments from time to time as the matter advances and if the earlier retainer payment has been used. Any remaining balance of the retainer will be returned to you upon the completion of our services.

3.8 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.

3.9 Trust Accounting: We operate a trust account. All money received from you or on your behalf will be held to your credit in our trust account.

- a Payments out of the trust account will be made either to you or to others with your authority. Written authorisation from you (and if we are acting for more than one of you, from all of you) will be required when payment is to be made to a third party. Before making a payment to another account we may require verification of the account details by provision of (for example) a copy of a deposit slip, cheque or bank statement showing the account number, a signed authority from you including the bank account details, or a signed letter from the relevant financial institution providing bank account details.
- b A full record of our trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request.

3.9.1 Unless it is not reasonable or practicable to do so, when we hold significant funds for you for more than a short period of time we will place them on call deposit with a bank registered under section 69 of the Reserve Bank of New Zealand Act 1989, subject to your having completed to the bank's satisfaction any request for information relating to the deposit or certification required by the bank. Interest earned from call deposits, less withholding tax and an interest administration fee payable to us of 5% of the interest, will be credited to you.

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:

4.1.1 to the extent necessary or desirable to enable us to carry out your instructions; or

4.1.2 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 of course, not disclose to you, confidential information which we have in relation to any other client.



5 Personal Information and Privacy

- 5.1 In order to provide services to you, and as part of our continuing effort to improve the services we offer, we maintain a database of basic client information. From time to time we may request that you confirm the accuracy of the information we hold about you. Such information will be used by us, our staff and agents for the purposes of acting on your behalf.
- 5.2 It may be necessary to obtain information on your behalf from other people, companies or institutions. One common instance is that we may require you to confirm the local council rate details on the sale of your property.
- 5.3 If you are an individual, you have a right to access information which we hold about you and may request correction of such information.
- 5.4 We may ask you to show us documents verifying your identity. We are legally required by the Financial Transactions Reporting Act 1996 and the procedures for electronic registration of land transactions to take a copy of documents verifying the identity of the client in some transactions.

Page | 7

6 Use of Technology and AI Tools

- 6.1 We may, from time to time, use artificial intelligence (AI) systems, machine-assisted translation, or other advanced technologies to assist in providing legal services, research, drafting, and administrative tasks. These tools are used under the supervision of our lawyers and do not replace professional judgment. While reasonable care will be taken to ensure accuracy, you acknowledge that the use of such tools may involve inherent limitations and we accept no liability for any minor errors resulting directly from their use, provided that we have acted competently and reasonably.

7 Automated Translation

- 7.1 Where documents or communications are translated using automated or machine-assisted translation, we will take reasonable steps to ensure the meaning is preserved. However, you acknowledge that such translations may not always capture precise legal terminology. For



critical documents, we may recommend or require professional human translation at your cost.

8 Recording of Communications

Page | 8

- 8.1 We may, from time to time, record telephone calls, video conferences, or in-person meetings for the purposes of accurate file keeping, note-taking, or supervision. Any such recordings will be treated as part of your confidential file and will be used solely for documentation, training, or quality assurance purposes. Recordings will not be disclosed to any third party except as required by law or with your consent. By continuing to engage with us, you consent to such recordings.

9 Client Responsibilities

- 9.1 You agree to provide us with accurate, complete, and timely instructions, information, and documents. We are entitled to rely on the accuracy of information you provide. Any delay, error, or omission in providing information may affect our ability to deliver services and may increase costs.

10 Limitation of Liability

- 10.1 To the extent permitted by law, our liability to you (whether in contract, tort, equity, or otherwise) in connection with any matter is limited to the amount of our professional indemnity insurance cover available to meet your claim.

11 Electronic Communications

- 11.1 We may communicate with you by email or other electronic means. While we take reasonable steps to protect our systems, electronic communications are not guaranteed to be secure, free from interception, or free from error or virus. We accept no liability for any loss arising from electronic communications not caused by our own negligence.

12 Documents, Records and Information

12.1 We will keep a record of all important documents which we receive or create on your behalf on the following basis:

Page | 9

- a We may keep a record electronically and destroy originals (except where the existence of an original is legally important such as in the case of wills and deeds).
- b At any time, we may dispose of documents which are duplicates, or which are trivial (such as emails which do not contain substantive information), or documents which belong to us.
- c We are not obliged to retain documents or copies where you have requested that we provide them to you or to another person and we have done so, although we are entitled to retain copies for our own records if we wish to do so.

12.2 We will provide to you on request copies or originals (at our option) of all documents to which you are entitled under the Privacy Act 1993 or any other law. We may charge you our reasonable costs for doing this.

12.3 Where we hold documents that belong to a third party you will need to provide us with that party's written authority to uplift or obtain a copy of that document.

12.4 Unless you instruct us in writing otherwise, you authorise us and consent to us (without further reference to you) to destroy (or delete in the case of electronic records) all files and documents in respect of the Services 10 years after our engagement ends (other than any documents that we hold in safe custody for you or are otherwise obliged by law to retain for longer). We may retain documents for longer at our option.

12.5 We may, at our option, return documents (either in hard or electronic form) to you rather than retain them. If we choose to do this, we will do so at our expense.

12.6 We own copyright in all documents or work we create in the course of performing the Services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

13 Retention and Destruction of Files

- 13.1 We will retain your files (including electronic records) for a minimum of 7 years after completion of your matter, after which they may be securely destroyed without further notice to you, unless you instruct us otherwise in writing.

14 Compliance

- 14.1 We are obliged to comply with all laws applicable to us 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 and withholdings.
- 14.2 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 to continue acting, for you until that is completed.
- 14.3 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.
- 14.4 Please ensure that you and/or any of the persons described previously are aware of and consent to this. It is important to ensure that all information provided to us is accurate. If the information required 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.



15 Termination

15.1 You may terminate our retainer at any time.

15.2 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. Example include but not limited to: a Any failure to pay an account rendered or due to any delay in payment. Non-payment of our fees or a retainer may result in a delay in our services to you or withdrawing our representation.

Page | 11

15.2.1 If you do not provide us with instructions promptly or you act against our advice/in a way, we believe is inconsistent with our obligations as lawyers. c If at any time after accepting your instructions, we discover that we are acting/have acted for another client whose interests materially conflict with your own we will immediately advise you. In order to protect your interests, we may then be required to withdraw from acting for you.

15.3 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.

16 Conflicts of Interest

16.1 We are obliged to protect and promote your interests to the exclusion of the interests of third parties and ourselves as set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (Rules). This may result in a situation arising where we have a conflict of interest.

16.2 We have procedures in place to identify and respond to conflicts of interest or potential 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 Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

17 Duty of Care

17.1 Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give, except as expressly agreed by us in writing.



- 17.2 Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.
- 17.3 Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.
- 17.4 Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.
- 17.5 Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby. Trust Account
- 17.6 We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). Payment out of the trust account will be made to you or to others with your authority. Written authorisation from you may be required where payment is to be made to a third party.
- 17.7 A full record of the trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided at any time upon your request.
- 17.8 If we are holding significant funds on your behalf, we will normally lodge those funds on interest bearing deposit with a trading bank registered under section 69 of the Reserve Bank Act 1989. In that case we will charge an administration fee of 5% of the interest derived after deduction of withholding tax.
- 17.9 It is the general policy of the firm that any deposit over \$20,000 to which we reasonably believe will remain on hold in your trust account for over 2 weeks, we will deposit the amount to an Interest Bearing Deposit Account under your name. Should you wish to opt out of such transfer, please inform us in writing when making the said deposit.
- 17.10 In accordance with the Lawyers and Conveyancers Act 2006, monies held in our trust account but which are not placed on call or term deposit will not earn you interest.
- 17.11 If you request a payment from our trust account to be made by direct credit to your account, we will require evidence of the account number in one of the following forms:
- a Original or faxed bank deposit slip.

- b Signed hand written bank deposit slip.
- c Signed letter from you.
- d Copy of cheque or bank statement.
- e Letter from your bank.

17.12 Because of audit requirements, text messages and emails are insufficient as evidence of your account number.

18 Feedback and Complaints

18.1 Client satisfaction is one of our primary objectives and feedback from clients is helpful to us. If you would like to comment on any aspect of the service provided by us, including how we can improve our service, please contact the Director responsible for your business or our practice manager, Ms Christine Liang on [02108811197](tel:02108811197) or c.liang@righteouslaw.com.

18.2 If you have any concerns or complaints about our services, please raise them as soon as possible with the person to whom they relate. They will respond to your concerns as soon as possible. If you are not satisfied with the way that that person has dealt with your complaint, please raise the matter with the Director responsible for your business or with our practice manager, Ms. Christine Liang. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

18.3 If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. You can call the 0800 number for guidance, lodge a concern or make a formal complaint. Matters may be directed to:

Lawyers Complaints Service
PO Box 5041
Wellington 6140
New Zealand
Phone: 0800 261 801

To lodge a concern: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form

To make a formal complaint: www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/how-to-make-a-complaint

Email: complaints@lawsociety.org.nz

