

Standard Terms of Engagement for Young Hunter

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. The purpose of this document

- 1.1 This document:
- Sets out the standard terms on which we do work for our clients;
 - Explains what you can expect from us and what you agree to when we work for you;
 - Includes information we are required to tell you under the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers; and
 - Applies to any current work and to any future work we do for you (unless we agree writing to change these terms).
- 1.2 We may change these terms from time to time. If we make changes, we will send you the updated terms. They will not apply to you until you have done so, and indicated your agreement, or that you wish for us to continue to act.

2. Our duties to you

- 2.1 When we do work for you, we will:
- Protect your privacy and confidentiality;
 - Act competently promptly and according to your instructions;
 - Protect and promote your interests;
 - Give you clear information and advice;
 - Keep you informed about progress;
 - Treat you fairly and respectfully; and
 - Charge you a fee that is fair and reasonable.
- 2.2 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.

3. Who we can accept instructions from

- 3.1 Unless you let us know otherwise:
- If you are a company, we can accept instructions from any of your directors or employees or any other person you have authorised to instruct us;
 - If you are a trust, we can accept instructions from any of your trustees or officers;
 - If you are a partnership, we can accept instructions from any of your partners or officers;
 - If you are a couple, we can accept instructions from either of you.

4. Email communication

- 4.1 We may communicate with you by email about the work we do for you.
- 4.2 We have virus protection software and security protocols in place. However, we cannot guarantee that electronic communications will always be free from viruses or other defects (including imitations of emails sent by us ("phishing") or interception of emails), are secure or will be received.
- 4.3 You agree that we are not liable for any damages or losses you may incur as a result of the viruses, defects, or other matters referred to in paragraph 4.2.

5. Financial

- 5.1 Fees
- The fees which we will charge, or the manner in which they will be arrived at, are set out in our engagement letter.
 - Where our fees are calculated based on an hourly rate, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff.
 - Our hourly rates may change from time to time. You can ask us for details of our hourly rates at any time.
 - 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. If requested, we will give you an estimate of the likely amount of the further costs.
- 5.2 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.
 - We may deduct from funds held on your behalf any fees, disbursements or expenses for which we have provided an invoice.

- 5.3 GST (if any)
Our fees are exclusive of GST. If GST is payable, it is additional to our fees and charges and must be payable by you. The current rate is 15%.
- 5.4 Invoices
We will send interim invoices to you, usually monthly and on completion of the matter, or on termination of our engagement. We may also send you an invoice when we incur a significant expense.
- 5.5 Payment
- Invoices are payable within 14 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 30 days overdue.
 - Interest will be charged on outstanding amounts at 15% per annum, compounding annually.
 - Any failure or delay by us to charge interest on an unpaid account or to exercise any of our other rights will not operate as a waiver of those rights.
 - If payment in full is not received within three months from date of invoice, then we have the right to appoint a collection agency.
 - Any collection costs will be added to the amount owing, which may include solicitor-client costs.
- 5.6 Credit card payments
- If you choose to pay your invoice by credit card, we reserve the right to pass on any merchant fee or other charges that we incur.
- 5.7 Third parties
Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may be at your request or with your approval be directed to a third party, nevertheless you remain primarily responsible for payment to us.
6. **Anti-Money Laundering and Counter Financing of Terrorism**
- 6.1 We are required by law to verify identity and address for you and for other persons as required for AML.
- 6.2 We may refuse to act for you unless and until you provide this information.
7. **Confidentiality**
- 7.1 We will hold in confidence all information concerning you that we acquire while acting for you. We will not disclose any of 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.
- 7.2 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. We will of course, not disclose to you confidential information which we have in relation to any other client.
8. **Conflicts of interest**
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 explain how to resolve it. This may result in us no longer being able to act for you, in which case we will assist you in finding alternative representation.
9. **Scope of our work**
- 9.1 We are not qualified to give:
- Investment advice. You should get that advice from a qualified financial advisor;
 - Tax advice (unless we agree in writing with you to provide such advice). You should get that advice from your accountant or tax advisor; or
 - Advice about foreign laws. We can help you to contact a lawyer in the other country.
- 9.2 Unless we agree to do so in writing, we will not:
- Remind you about dates (e.g. PPSR, lease or consent expiry dates); or
 - Update advice after it is given.
10. **How you can help us**
- 10.1 You can help us by:
- Giving us clear instructions;
 - Asking if there is anything you are not sure of;
 - Telling us if you have any important time limits;
 - Safeguarding any documents which are likely to be required for discovery;
 - Providing us with identity documents for you and for other persons as required for AML, address verification documents, and if necessary, information about your source of funds and wealth for AML in a timely manner;
 - Dealing promptly with any questions we have;
 - Telling us if your contact details change; and
 - Keeping in touch. Please ask if you are concerned about anything or do not hear from us when expected.
11. **Trust Account**
- 11.1 We maintain a trust account for all funds which we receive from clients (except monies for payment of our invoices).
- 11.2 If we hold funds on your behalf we will deposit them in an interest-bearing deposit with a bank, where reasonable and practicable. You acknowledge that we cannot place your funds in an interest-bearing deposit if you have not provided us with any information we request relating to your FATCA and CRS status. We are not responsible for obtaining the best interest rate available or for any loss of interest you suffer as a result of delay in placing your funds in an interest-bearing deposit.

- 11.3 Withholding tax will be deducted on the interest earned and paid to IRD. If we have your IRD number you can elect to have withholding tax deducted at your applicable rate. If we do not have your IRD number we are required to deduct it at the default rate (which may be higher than your actual rate).
- 11.4 When we place funds on interest bearing deposit, we will charge an administration fee of 5% of the interest derived.
- 11.5 When you transfer funds to our trust account in a foreign currency, we will convert those funds into New Zealand dollars at the prevailing exchange rate offered by our bank. We are not responsible for seeking or obtaining a better exchange rate.
- 11.6 To protect your money, if you instruct us to use funds we hold in trust for you to make a payment or to transfer the money to another account, we may take steps to verify those instructions directly with you, including to verify the account number. If we are unable to verify that the instructions have come directly from you, we may, at our sole discretion, not make the payment or transfer funds until we are able to do so. You agree that we are not liable for any damages or losses you may incur as a result of the delay in making a payment or transfer of funds where we have been unable to verify your instructions.
- 11.7 If we hold a small value of funds on your behalf (less than NZ \$20.00) and we are unable to contact you, you authorise us to pay the funds to a charity of our choice.

12. Termination

- 12.1 You may terminate our retainer at any time.
- 12.2 If you terminate our retainer, you must pay us all fees, disbursements and expenses due or incurred up to that date.
- 12.3 If you do not do so, we may be entitled to keep original documents, correspondence, and other papers on your files until such time as we have been paid.
- 12.4 You must pay all such outstanding fees, disbursements and expenses before we will release your files and documents to you, or should you decide to instruct a new law firm, to that law firm.
- 12.5 Alternatively, we may request that the new law firm may provide an undertaking to us to pay all outstanding fees, disbursements and expenses before we release your files to the new law firm.
- 12.6 We may be entitled to keep your papers and documents while there is still money owed to us for fees and expenses.
- 12.7 We may terminate our retainer only for good cause and after giving you reasonable notice specifying the grounds for termination. Good cause may include:
- Instructions that require us to breach any professional obligation;
 - You misleading us or deceiving us in any material respect;
 - Failing to provide instructions to us in a timely way;
 - The adoption by you of the advice of a course of action that we may believe to be highly imprudent and that may be inconsistent with our fundamental obligations;
 - You failing to, or being unable to, pay our fees as agreed; or
 - Conduct by you towards anyone in our firm that amounts to any one or more of the following: bullying; discrimination; harassment; racial harassment; sexual harassment; threatening behaviour; and/or violence of any kind.

13. Retention of files and documents

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) ten (10) years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

14. Provision of files and documents

If you request us to provide files and documents to you, either during the course of or after the conclusion of a retainer, we may charge you for costs incurred by us in providing those files and documents.

15. Duration of Terms

These 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.

16. Applicable Law

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