

CONDUCT & CLIENT CARE RULES:

Terms of Engagement

Introduction

The Lawyers & Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008, came into force on 1st August 2008. The new rules govern the standards of conduct and client care required from lawyers throughout New Zealand and specify information which must be provided by lawyers to their clients.

Brett Norris confirms his commitment to client service to ensure that your legal needs are met and embraces our new formal obligations to you under the new rules.

My commitment to you

My commitment to you is that I will:

1. Protect and promote your interests and act for you free from compromising influences or loyalties.
2. Discuss with you your objectives and how they should best be achieved.
3. Act competently, in a timely manner, and in accordance with instructions received and arrangements made.
4. Provide you with information about the work to be done, who will do it and the way these services will be provided.
5. Protect your privacy and ensure appropriate confidentiality.
6. Treat you fairly, respectfully and without discrimination.
7. Give you clear information and advice.
8. Keep you informed about the work being done and advise you when it is completed.
9. Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
10. Let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations Lawyers owe to their 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 the Justice system. If you have any questions on these matters, please contact us on 419-2289 or the Law Society on 0800 261-801, or www.lawsociety.org.nz

People responsible for your work

Brett Norris will be your primary contact person with overall responsibility for the work on this matter. Ash Prakash or Lisa Lin may also work on this matter on your behalf. Please feel free to contact either of us at any time.

AML/CFT Act and FATCA

We must comply with all laws binding on us in all applicable jurisdictions, including (but not limited to):

- (a) The Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and
- (b) the United States Foreign Account Tax Compliance Act, the intergovernmental agreement between the United States and New Zealand relating to it, and relevant provisions of the Tax Administration Act 1994 (together referred to as FATCA).

Where required by the AML/CFT Act, FATCA or any other law binding on us (in any applicable jurisdiction):

- (a) we will perform client due diligence and account monitoring, keep records, and report any unusual or suspicious transactions; and
- (b) we may be required to assist any bank or other entity with whom we transact as your agent, or with whom we deposit money on trust for you, to comply with that entity's legal obligations in any jurisdiction, and we may require you to promptly provide information and documents for these purposes from time to time. These may relate to you, any other relevant person (e.g. any beneficial owner), the source of funds, the transaction, the ownership structure, tax identification details and any other relevant matter. We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency or court as required by law.

We may appoint an agent under section 34 of the AML/CFT Act to complete client due diligence on our behalf, in which case, you:

- (a) authorise us to provide information concerning you and your affairs to the agent for that purpose; and
- (b) agree to pay the cost of that agent completing client due diligence (which we will invoice you as a disbursement) whether the matter or transaction proceeds.

The basis of our charges

My fees are based on the range of factors stated in the Conduct and Client Care Rules as appropriate to be taken into account, such as the time spent, the complexity of the matter, the urgency and circumstances in which the matter is undertaken, the value of the property involved and the results

achieved. When the nature of the work is readily ascertainable by me, I can provide you with an estimate of the cost. Often however the nature and extent of the work required is not able to be determined at the outset, and therefore it is not always possible for me to provide a fee estimate for you. A list of the rates of lawyers and other staff working for you is available at any time on request.

Disbursements

I charge for all disbursements incurred on your behalf. In calculating any internal disbursements (e.g. photocopying, printing, scanning, faxing and tolls), I add 6% to cover these disbursements which are recorded as office expenses with my bill. All other disbursements incurred, including third party disbursements (e.g. court fees, document searches, tolls, registration fees, AML/CFT fees, bureaux and travel expenses) will be itemised separately. I will notify you if any fees or disbursements need to be paid in advance.

Billings arrangements

With property matters I usually bill on completion and require the bill to be paid on or before the settlement date. Otherwise invoices are due for payment within 7 days. For other matters I will generally issue interim accounts, with a final bill on completion. I may deduct from funds held on your behalf, any fees, disbursements or expenses for which I have provided you an invoice.

Professional indemnity insurance and fidelity fund

I hold professional indemnity insurance that exceeds standards specified by the New Zealand Law Society. The Lawyers Fidelity Fund also provides a limited form of cover, up to specified maximums in certain circumstances.

The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000.00. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not

cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

Investment Advice Statement

In providing conveyancing services to my clients this Firm does not carry out valuations of property or business, nor determine whether the property or business meets the investment profile of the Client. I recommend the Client should consult a suitably qualified professional such as a Registered Valuer, Financial Adviser and/or Accountant in relation to these issues.

This Firm also does not provide investment advice in respect to financial products. Again, I recommend a Client always obtain appropriate advice from a suitably qualified Financial Adviser or Accountant in relation to specific financial products.

Complaints

If you have any concerns or complaints, please telephone me, your primary contact person. You can also contact the NZ Law Society's Complaints Service, at 26 Waring Taylor Street, PO Box 5041, Wellington 6145, Tel (04) 472-7837 or (0800) 261-801, Fax (04) 473-7909.

Completion

When this matter is completed, I will advise you accordingly and provide a brief summary of the work undertaken if I have not already done so. Where appropriate I will also identify any necessary future action that may be required.

Retention of Records

Files and documents will be retained by Brett Norris at my expense for a period of not less than 7 years after which time they may be destroyed utilizing confidential documentation destruction techniques.

Conclusion

I value your instructions in this matter and will do my very best to deal with your affairs promptly and efficiently. Please retain this letter as the core basis of my instructions and my commitment to you to attend to your affairs diligently. If you have any queries, please feel free to contact me.