

## 1. OUR STANDARD TERMS

- 1.1 Except to the extent that we agree with you otherwise, this agreement and our Letter of Engagement (if any) apply to our current and future services to you.
- 1.2 We are required to make some information available to you about us and our services. This information is contained in our Wynn Williams Client Care and Service Information. It includes information about our professional indemnity insurance, the Lawyers' Fidelity Fund, how we calculate our fees, the Law Society's Client Care and Service Information and our complaints procedure. You can view this information on our website <http://www.wynnwilliams.co.nz/About-Us/Client-Care>. If you cannot access our website please tell us and we will give you copies of this information.
- 1.3 We can change the terms of this agreement, our procedures and our Wynn Williams Client Care and Service Information by writing to you or by placing new terms or material on our website.
- 1.4 Any new terms or material relating to (1) our Professional Indemnity Insurance, (2) the Lawyer's Fidelity Fund, or, (3) our Complaints Policy, will apply to our past, current, and future services from the earlier of the date we write to you, or we put the new terms or material on our website (the notification date).
- 1.5 Except to the extent that we agree with you otherwise, any other new terms or material will apply to the services we provide you after the notification date.
- 1.6 We will provide our services to you in a professional manner and give you a full statement of account for those services.

## 2. LIMITATION ON SERVICES

- 2.1 Our services will not include investment, financial or tax advice or other excluded areas of advice which we advise you of either by writing to you or by putting the excluded areas of our services on our website.

## 3. PAYMENT FOR OUR SERVICES

- 3.1 On request, we will tell you our charge out rates for the people working on your file(s) and (where we can) give you an estimate of the cost of our services.
- 3.2 Unless we agree with you otherwise in writing, we will calculate our fees by taking into account the factors set out in our Wynn Williams Client Care and Service Information which can be viewed on our website.
- 3.3 We may incur disbursements or engage external consultants or advisers on your behalf which are properly required to undertake our services to you.
- 3.4 We will charge you disbursements incurred and an allowance for office expenses calculated at 4% of our billed fees unless we otherwise agree in writing.
- 3.5 Where we put your money on interest earning deposit we will charge you a commission of 5% of the interest earned.
- 3.6 GST is payable by you on our fees, disbursements and office expenses.
- 3.7 On request, you must immediately pay us all money properly paid or payable by us on your behalf.
- 3.8 We may ask you to pre-pay amounts to us or (at our option) to provide security for our fees, disbursements and office expenses.
- 3.9 We may render interim accounts from time to time.
- 3.10 We may deduct our accounts from any money we hold for you. We may also use that money to meet payments we have made or which are payable by us on your behalf.
- 3.11 Our accounts are payable in full on receipt unless (1) we ask you to pre-pay amounts to us, (2) we deduct our account from money we hold for you, or, (3) we specify otherwise.
- 3.12 If a payment is not made within 14 days or as otherwise specified by us, then without prejudice to our other rights, we may (1) charge interest on the outstanding amount at 12% per annum (calculated daily) until payment is made, (2) charge you collection costs on a solicitor/own client basis, and (3) stop our work for you immediately.

## 4. CUSTOMER DUE DILIGENCE

- 4.1 We are required to comply with all laws including the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT); the United States Foreign Accounts Tax Compliance Act (FATCA); and the Common Reporting Standard (CRS).
- 4.2 These laws require us to perform customer due diligence and account monitoring, keep records, and report any unusual or suspicious activity where required by AML/CFT, FATCA, CRS, or any other law.
- 4.3 We may wish to carry out reasonable credit checks on you from time to time.
- 4.4 We may collect, retain, use, and disclose information about you for the purpose of providing our services to you. This may include information for compliance with AML/CFT, FATCA, CRS or any other law, information for IRD compliance, and information for financial institutions. You may ask us to give you a copy of that information and you may correct it.
- 4.5 You authorise us to collect information about you (including customer due diligence information and credit reports), to obtain, exchange, hold, and use such information, and to make any other enquiries we think appropriate to:

- 4.5.1 confirm information provided to us about you is true;
- 4.5.2 undertake initial and ongoing customer due diligence and monitoring in accordance with AML/CFT, FATCA, CRS or any other law;
- 4.5.3 undertake credit checks and enforce debt and legal obligations (including recovery of money owed to us); and
- 4.5.4 comply with other legal obligations we may have.
- 4.6 You authorise any person, including credit reporting agencies, other credit providers and third-party databases to disclose information, including credit information, to us in response to such enquiries and accept that we may use customer due diligence services (including electronic based services from a third party) to verify your identity and conduct other customer due diligence or monitoring required under AML/CFT, FATCA, CRS or any other law.
- 4.7 If the information or documents required to complete customer due diligence are not provided; or it is suspected that the business relationship or transaction is unusual, may breach any applicable law, or may otherwise relate to conduct that is illegal or unlawful in any country then we or our bank or other entity may, without notice:
  - 4.7.1 refuse to enter into a business relationship, suspend our business relationship with you or terminate it;
  - 4.7.2 delay, block, or refuse to process a transaction (including by refusing to handle and deposit money on trust for you); and
  - 4.7.3 report a transaction.

## 5. LIMITATION OF LIABILITY

- 5.1 To the extent permitted by law, our total liability to you in connection with any matter (or series of related matters) on which you engage us will not exceed (1) if an amount is available to be paid out under our relevant insurance policies in respect of our liability to you, that amount up to a maximum of \$20,000,000, and (2) in any other case, an amount equal to five times our paid fees in the previous twelve months (excluding our office expense charges, disbursements or GST) in respect of the matter, or (if less than five times our paid fees in the previous 12 months) \$2,000,000.00.
- 5.2 This limitation applies to liability of all kinds, whether in contract, tort (including negligence), equity, or otherwise.
- 5.3 If we provide services to any persons or entities related to or associated with you or to anyone else at your request (whether or not we also advise you) on a matter (or series of related matters) on which you engage us, then our aggregate liability to you and all those persons and entities in respect of that matter (or series of related matters) will be subject to this limitation (and you will ensure that those persons and entities agree to this).

## 6. LIABILITY FOR PAYMENT

- 6.1 Each client named in this agreement is jointly and severally liable to us under this agreement.
- 6.2 If a client is a company, then each person who signs this agreement on the company's behalf acknowledges that he or she has asked us to supply services to the company, and, in consideration of us supplying services to that company, agrees: (1) to guarantee the company's payment to us of all money it (from time to time) owes, (2) that he or she can be treated by us as a principal debtor for that money, and (3) to indemnify us against all costs, losses, and liabilities we incur or suffer because the company fails to pay us that money.

## 7. TERMINATION

- 7.1 Where you give us any instruction and we rely on that instruction (for example, by giving an undertaking to a third party), you may not revoke that instruction. Otherwise, you may, by giving us notice, terminate our engagement at any time on any file. We may also, by giving you reasonable notice, terminate our engagement at any time.
- 7.2 If our engagement is terminated you must pay to us all fees, disbursements and office expenses incurred to the date of termination.

## 8. MISCELLANEOUS

- 8.1 We keep electronic copies of our client files and records. You authorise us to make electronic copies of all documents we receive from you or on your behalf. Where we have made an electronic copy of a hard copy document, you also authorise us to destroy or dispose of it (unless you first instruct us in writing not to destroy or dispose of it).
- 8.2 We keep all copyright in our work. When you pay our fees and other money you owe us for our work you will have a non-exclusive licence to use our work. That licence is personal to you and is not assignable (unless we agree otherwise in writing).
- 8.3 In this agreement a reference to Wynn Williams, however described (including we or us), includes our successor partners and any successor company.
- 8.4 New Zealand law applies to this agreement and the Courts of New Zealand have jurisdiction in respect of it.
- 8.5 All money payable to us is payable in New Zealand currency unless we agree otherwise in writing.
- 8.6 This agreement may be executed in any number of counterparts (including via PDF sent by email) which taken together will form the same agreement.