

TERMS OF ENGAGEMENT

The following terms and conditions apply between us as the firm (“Belvedere Law”) and you as the client

Services

1. The services we are to provide for you are outlined in our engagement letter. Our aim at all times is to provide quality legal services in an efficient and economical manner. This may involve utilising other solicitors, legal executives or assistants within the firm with the requisite or suitable expertise for the completion of various tasks. In appropriate cases it may also involve utilising the expertise of external Counsel. The Principal will be available to oversee all work.
2. We will inform you as soon as possible if we are unable or unwilling to act for you due to a conflict or a potential conflict of interest or other reason specified by legislation.
3. We will report to, and take instructions from you and from any person or entity authorised or reasonably believed by us to be authorised by you to give such instructions.
4. At all times you will provide us with all or any relevant instructions, information, evidence and documents, and in a timely manner. Any failure to do so may have a material effect on our conclusions and the provision of work, services or representation.

Fees

5. The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.
6. Unless otherwise agreed by us in writing, our fees will be based on the amount of time spent by solicitors and legal assistants on your file, based on the hourly rate applicable at the time, the seniority of the person dealing with the matter, its complexity, the degree of urgency required, the time spent, and the other principles of charging laid down by the New Zealand Law Society. Usually the time spent on a file is recorded electronically.

Retainer

7. Before commencing work on a matter we may require an advance against fees, disbursements and other charges. This retainer will be deposited into our trust account, and it may be used to pay any invoice rendered by us or any disbursement on your behalf.
8. We will 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.
9. We reserve the right to decline to act if there is a failure or delay in payment of any retainer requested. A non-payment of a retainer may also result in a delay in our undertaking of work or providing services for you, and it may result in our withdrawing our services and representation.

Accounts

10. By instructing Belvedere Law, you accept liability to pay our accounts, including all disbursements we incur in carrying out your instructions. You authorise us to deduct our fees, expenses and disbursements from any funds held in our trust account on your behalf where we have provided an invoice.
11. We may render interim accounts monthly or at reasonable levels of recorded time. We will send a final account on completion of your instructions.
12. Unless we agree with you otherwise, our accounts are due for payment 7 days after the date we send the account to you. We may require interest to be paid on any amount which is overdue. Interest will be charged at the rate of 2% per month from the date upon which

payment was due. You will be responsible for any debt collection costs that we incur in recovering outstanding amounts.

13. Unless otherwise agreed by us, accounts rendered to you must be paid in full before we undertake or provide any further work, services or representation.

Disbursements and Office Service Fees

14. In addition to our fees, you are responsible for reimbursing our firm for disbursements and office service fees incurred, including the costs incurred by us in conducting Customer Due Diligence (CDD) in respect of you as more fully set out in clause 18 - 25 of these terms. Common disbursements are Court filing fees, process server fees, Companies Office and Land Titles Office search and registration fees, e-dealing fee, agents fee in respect of CDD and verification of clients in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, courier, toll calls, photocopying and agency charges. Disbursements may also include external Counsel's, expert witnesses', or mediator's fees. Office service charges will be charged for forms, stationery, postage and printing, computer services, and the like.
15. Disbursements may be included with our accounts or billed separately. If we incur significant disbursement costs on your behalf, we may require funds in advance.

Joint and Several Liability

16. If there is more than one person comprising the client, each person is jointly and severally liable for payment in due time of all the firm's accounts and other charges.
17. If there is more than one person comprising the client the firm is entitled to act on the individual instructions of one of you as to where transfers of or payments from your funds are to be made. You each hereby jointly and severally instruct and authorise the firm to make transfers or payments on such basis. Any variation to this authority must be communicated in writing by you to the firm.

Verifying your Identity and Source of Funds

18. We are required by law to conduct customer due diligence (CDD) and verify your identity and, in some circumstances, your source of wealth and source of funds.
19. You authorise us to collect information about you including CDD information, to obtain, exchange, hold and use such information, and to make other enquiries we think appropriate to:
 - a. Confirm information provided to us about you is true;
 - b. Undertake initial and ongoing CDD and monitoring in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and
 - c. Comply with any other legal obligations we may have.
20. You authorise any person or entity to disclose information to us in response to these enquiries.
21. You accept that we may use third party service providers, such as CDD service providers (including electronic based services) to verify your identity (for example, to search your driver's licence information) and conduct other CDD or monitoring required under the AML/CFT Act and that when we use such services:
 - a. The third party service provider will exchange information about you for that purpose and the third party may hold information on its system and use it to provide their CDD service to their other customers;
 - b. We may use the third party services in the future for any authorised purpose (including in relation to ongoing CDD). This may include using the third party's monitoring services to receive updates if information about you changes.

- c. You will pay all the costs (including agents' costs) reasonably incurred by the firm in respect of completing CDD and any later associated CDD that may be required.
- 22. You acknowledge that if the firm or its agents acting on the firm's behalf cannot obtain adequate and appropriate CDD information from you or any related person as may be required by the AML/CFT Act, the AML/CFT Act prohibits the firm from commencing an existing relationship with you and the firm may be required to terminate any existing business relationship with you without completing or carrying out any further instructions.

Foreign Account Tax Compliance Act (FATCA) & OECD Common Reporting Standard ("CRS")

- 23. You acknowledge that Belvedere Law is or may be required by law, including, without limitation, the Foreign Account Tax Compliance Act and the OECD Common Reporting Standard, to obtain certain information or certification from clients in respect of their legal or financial status, in particular their taxation status in overseas jurisdictions.
- 24. You agree that you shall promptly provide all such requested information or complete any certification required by Belvedere Law and further acknowledge that Belvedere Law may provide that information to its bank and any other organisation or regulatory body to the extent necessary to comply with all relevant legislation.
- 25. You acknowledge and agree that due to the requirements of relevant legislation and the requirements of Belvedere Law's own bank your funds will not be placed on interest bearing deposit until Belvedere Law is provided satisfactory certification from you in terms of this clause and you shall have no claim against Belvedere Law for failure to place funds on interest bearing deposit (or failure to do so promptly) due to any non-compliance by you with the terms of this clause.

Resident Land Withholding Tax

- 26. If you are selling a residential property and you are deemed by us to be an offshore person for the purposes of the Income Tax Act 2007, you accept that in certain circumstances we are obliged to calculate and deduct from the sale proceeds Resident Land Withholding Tax (RLWT) and account to Inland Revenue Department for such moneys deducted.

Information and Privacy Act 1993 ("Privacy Act")

- 27. You expressly consent to and authorise the firm and any agent appointed by the firm to obtain from any person, entity or company any information that the firm may require in respect of your creditworthiness or any related purpose, including considering any related person's ongoing creditworthiness or other risk assessment by the firm or recovering any outstanding amounts owing to the firm.
- 28. You expressly consent to and authorise us and our agents to disclose your personal information to any third parties as needed to perform services on your behalf; to regulatory bodies or law enforcement agencies as required by law and to meet our legal or regulatory obligations including, without limitation, for the purposes of the firm's compliance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and related legislation. Subject to certain circumstances and exclusions set out in the Privacy Act, you have the right to access all personal information held about you by us. If any of the information is incorrect, you have the right to have it corrected. Subject to all the above, we and our agents shall keep all of your information confidential except where necessary to give effect to your instructions.
- 29. We will provide you with copies of documents you are entitled to under the Privacy Act or any other law if you ask us to do so. We may charge you our reasonable costs to do so.

Settlement Monies

30. For property and financing transactions, where you are required to pay funds to another party, you must deposit the correct amount of cleared funds into our trust account with the BNZ Bank before 10.00 am on the day of settlement. Failure to do so could result in settlement being delayed and you incurring penalty interest.
31. We will be entitled to deduct at any time our fees, disbursements and other charges from any money held or received on your behalf. The raising of an invoice to you is authority for this deduction, and such invoices will be forwarded to you.

Communication

32. We will usually communicate with you by email about the work we do for you. If you do not want us to send you correspondence by email, please let us know.
33. 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, are secure, or will be received.

Retention of Files

34. You authorise us (without further reference to you) to destroy (or delete, in the case of electronic documents) all files and documents relating to an instruction (other than documents that we have agreed to hold in safe custody for you) seven years after our engagement ends, or earlier if we have converted those files and documents to an electronic format. We may retain files and documents for longer at our option. Upon closing your file, you are welcome to uplift copies of the information on your file to which you are entitled. We may charge you our reasonable costs for providing you with such information. Please give us reasonable notice before collecting your file copies.

Intellectual Property

35. Unless we agree otherwise, we retain ownership of all opinions, documents and other intellectual property created by us and you must not provide our advice to others (such as using our opinions in any public document or statement).

Termination of Legal Services

36. You may terminate our engagement and representation at any time by giving us reasonable written notice. We will render a final account to you, and at all times we will have a lien over your file, papers, information, money held and money received on your behalf until payment in full of all or any accounts.
37. We may terminate our engagement and otherwise we may decline to act further or withdraw our services on giving notice (whether oral or written) for good cause, including without limitation for any failure to pay an account rendered or due to any delay in payment or a failure to comply with requirements under paragraphs 18 - 25 of these Terms of Engagement.
38. If our engagement is terminated, you agree to pay us all fees due up to the date of termination and all expenses incurred up to that date.

Engagement

39. By you engaging our services or continuing to instruct us after receiving or being notified of these terms of engagement, and by us providing work, services or representation, you agree to and are deemed to immediately accept the terms and conditions as set out above.
40. These terms of engagement constitute the entire understanding between you and us. No waiver by us of a breach of any term of engagement will be deemed to be a waiver of any other term or subsequent breach.
41. Our relationship with you is governed by New Zealand law.

INFORMATION FOR CLIENTS

Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society ("Law Society"). References to "we" and "us" refer to Belvedere Law.

Fees

1. The basis on which fees will be charged is set out in our Terms of Engagement.

We may deduct from any funds held on your behalf in our trust account any fees, expenses or disbursements for which we have provided an invoice.

Professional Indemnity Insurance

2. We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

Lawyers' Fidelity Fund

3. 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.

Complaints

4. We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

If you have a complaint about our services or charges, you should first refer your complaint to the person in our firm who has overall responsibility for your work.

If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, the Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

Persons Responsible for the Work

5. The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you shall be advised to you when we are engaged by you to perform services.

Client Care and Service

6. The Law Society client care and service information is set out below. Whatever legal services your lawyer is providing, he or she must:
 - 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.

The obligations lawyers owe to 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 to the justice system.

If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

Limitations on extent of our Obligations or Liability

7. Any limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our Terms of Engagement.