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TERMS OF ENGAGEMENT AND CLIENT CARE AGREEMENT

17 August 2026

Dear Client,

We are pleased to be acting as lawyers for you.

Client Care Charter

We are required by the New Zealand Law Society ("the NZLS") to issue an engagement and client care agreement setting out the terms of engagement and arrangements which exist between us as your lawyer and you as our client.

We are committed to doing our best to ensure that your legal needs are met. We 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, as promptly as is reasonably practical, and in accordance with the instructions received and arrangements made with you.
4. Provide you with information about the work to be done, who will do it and the way the 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 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 and certain statutory requirements. If you have any questions, please contact us on telephone 07-888-7072 or e-mail reception@joneshowden.co.nz

People responsible for your work

Peter Hardie, Christine Wilson, and/or Owen Chapman will be the solicitor acting for you and staff within the office will be assisting him/her with the work. Overall responsibility rests with Christine Wilson and Peter Hardie as Partners of Jones Howden.

The basis of our charges

The New Zealand Law Society Rules provide that our fees be fair and reasonable for the services provided. Unless agreed otherwise our fees are based on the range of factors applied by the NZ Law Society, including time, expertise, value importance, urgency, the reasonable costs of running our business (including costs involved with complying with AML/CFT law, FATCA, CRS and other ethical requirements) and the results achieved. Our fees may change from time to time, and a full list of the rates of any lawyers working for you is available at any time. We also charge for disbursements which you authorise us to incur such as Court fees, registration fees, title and security searches etc and travel and accommodation expenses incurred on your behalf. The disbursements will be itemised separately in our invoices and are expenses we have incurred in completing the work you have engaged us to perform. We will notify you if any fees or disbursements need to be paid for in advance. You also authorise us to make payments on your behalf to third parties, this may include experts' costs, agency fees, Court fees, and/or barrister fees. We also charge for sundry administration fees such as printing, stationary, photocopying, postage, and toll calls, etc as appropriate which are not included in our fee and which are not recorded as disbursements. Sundry administration fees vary depending on the matter.

Where fees are calculated on an hourly basis, the time spent is recorded in 6-minute units with the time rounded up to the next unit of 6 minutes and with reference to the NZ Law Society Guidelines.

The current hourly charge rates are set below:

Partner $500.00 plus GST.
Staff Solicitor $300.00 plus GST
Legal Executives $250.00 plus GST
Support Staff $80.00 plus GST

Please note that fees are not based solely on a time recorded basis.

Retention of a Barrister
We may recommend that a barrister (including a King's Counsel) or specialist lawyer be retained to give advice on and/or conduct and/or oversee proceedings or you may wish us to formally instruct a barrister. Where you agree for us to instruct a barrister (and unless otherwise agreed in writing between us, you and any barrister or specialist lawyer) our firm will be responsible to pay the barrister's or specialist lawyer's fee. Accordingly, before we formally instruct a barrister and/or specialist lawyer we will require you to pay into our Trust Account such a sum as we may determine is necessary to protect us and ensure that you pay any costs and fees associated with the barrister and/or specialist lawyer. The costs of any barrister or specialist lawyer that we are required to pay will be a debt that you owe to us.

Retainer
Our firm may ask that you pay to us a retainer before we commence any work on your behalf. Where we ask for a retainer to be paid, it will be held to your credit in our trust account and will be applied to fees incurred.

Billing arrangements
We will send interim invoices normally and where practical each month as appropriate to you and/or on completion of the matter. We may send you invoices more frequently or ask you to pay funds in advance (see "Retainer" above), especially when a significant expense be incurred or in our opinion a significant amount of work will be completed.

Accounts are due for payment within 7 days of the date of invoice. If your account remains outstanding after 14 days, we reserve the right to do no further work for you until such time as all amounts owing to us have been paid in full (including interest see below) or an arrangement acceptable to us to pay the outstanding amount is agreed in writing as between us and we receive assurance satisfactory to us that any future fees will be paid in accordance with our billing requirements as set out herein.

You specifically agree that Jones Howden shall be entitled to charge interest on any amount not paid on or before the due date for payment ("the overdue amount") and that you shall pay interest on that overdue amount at the rate of fourteen per centum per annum (14%). Interest shall:

1. Accrue daily,
2. Be calculated and charged monthly, and
3. Be compounded monthly on the outstanding balance until the overdue amount (including all accrued interest) is paid in full.

Interest payable under this clause is a separate and continuing obligation, independent of Jones Howden's right to recover costs or take enforcement action for non-payment.

You acknowledge and agree that if your account/s remains outstanding after 30 days without arrangement, we may refer the matter to a Debt Collection Agency or take legal action to recover any amount outstanding (including interest) and you confirm and consent to us providing such information as may be necessary to allow any Debt Collection Agency to recover any amounts due, and further you confirm and agree to meeting the all the costs of and associated with recovery of any amounts owing to us including, all costs charged to us by any Debt Collection Agency and/or any legal costs and disbursements on an indemnity basis associated with recovery of the amount owing and enforcement costs.

In terms of rule 3.4(a) of the Rules of Conduct and Client Care fees may be deducted from funds held by our firm in our trust account for you upon issue of an invoice, by e-mail or otherwise. Our business management system automatically deducts any fees and disbursements from funds held to your credit in our Trust Account.

<u>Estimate</u>

We are able to provide an estimate of our fees which, unless specified, excludes GST, disbursements and office expenses. We recommend you discuss with us the exact nature of the work and the manner in which it is to be undertaken. We will inform you if there are any unusual features or any other matters which may arise or of any unexpected delays. It is often not possible to provide accurate estimations of fees.

<u>Third parties</u>

In some instances, you may expect to be reimbursed by a third party for our fees and expenses. Notwithstanding any such expectation you remain responsible for payment of our fees, disbursements and expenses in accordance with the terms contained herein.

<u>Trust Account</u>

We maintain a trust account for all funds which we receive from clients (except monies received for payment of our invoices). If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank provided that we are holding current and fully executed United States Foreign Account Tax Compliance Act (FATCA) documentation relating to your file. We may charge an administration fee of 5% of the gross interest received on monies held by us on your behalf in our trust account. By signing this letter of engagement you agree to us deducting this administration fee from your funds on deposit. We no longer make payments from our trust account to overseas accounts, unless specific arrangements are made with us and an appropriate period of notice is given to us before any such requested payment. We may charge a fee in the event that we agree to make such payments.

<u>Professional indemnity insurance & fidelity fund</u>

We hold professional indemnity insurance that meets or exceeds standards specified by the Law Society. The Lawyers' Fidelity Fund also provides a limited form of cover up to specified maximums in certain circumstances, generally excluding investment monies. Any funds held for you will not be held or utilised for purposes not covered by the Lawyers' Fidelity Fund.

Termination

You have the right to terminate this agreement at any time. We may terminate the agreement as provided by the Law Society Rules. If the agreement is terminated, you will be required to pay to us all fees and other costs and expenses incurred up to the date of termination within 7 days of that date.

Conflict of interest

Should a conflict of interest arise, we may be unable to continue acting for you. Where we believe a conflict of interest may arise, we will inform you and subject to your instructions and with your consent we may continue to act for you with your consent and manage any conflict. We reserve the right to terminate our retainer if any conflict cannot be managed. You of course may terminate your instructions at any time.

Tax

We do not provide tax advice. Where tax issue may arise you must take appropriate advice from an accountant or specialist tax advisor.

Estates

Unless expressly agreed in writing, our engagement does not include taxation advice or the preparation or filing of any tax returns for a deceased person, estate, trust or beneficiary. The responsibility for complying with all Inland Revenue requirements, including filing of any tax returns associated with the estate and payment of all tax liabilities, remains with the executors, administrators and trustees, and we recommend that independent accounting or taxation advice be obtained. Executors and administrators are responsible for ensuring all tax obligations have been satisfied before making any distribution from the estate.

E-mail

We may make contact with you by e-mail. If there are any problems which arise out of the e-mail which causes viruses or any other problems we do not accept responsibility for any loss arising from that, either directly or indirectly.

Independent Advice

If you wish to obtain independent advice on these terms, please do so before accepting them by signing a copy of this agreement.

Complaints

We are committed to resolving any concerns and complaints as soon as possible. If you have any concerns or complaints please contact our partners, Peter Hardie or Christine Wilson. We are committed to resolving any concerns and complaints as soon as possible. You can also contact the NZ Law Society's Lawyers' 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, we will advise you accordingly and may provide a brief summary of the work undertaken and a trust account statement, if applicable. Where appropriate we may also identify any necessary future action which may be required by you.

This Memorandum

Whether or not you sign this memorandum you will be bound by its terms on it being sent to you, unless you raise any objection to these terms immediately at the time of receipt. **We would prefer to have a signed copy on our file and therefore ask that you sign and return a copy for our firm.**

We are only required to forward this memorandum to you once. These Terms of Engagement will apply to all further instructions received from you and all works and services that we perform for you unless we advise you that our Terms of Engagement have been amended.

However please note that we may change these terms at any time. Such changes will be published on our website. Such changes will bind you in respect of any matters on which we accept instructions after publication or notification of the change.

Ownership of Files

The file or files created by us on your behalf remain the property of our firm. Copies of documents and letters will be provided to you, if requested, as part of normal practice. Should you wish to obtain a copy of the file or documents from the file the firm may charge you a fee for copying the file or documents from the file (including an administration fee and a fee per page of copying required). The firm's file remains its property at all times. Should you owe us any money for or associated with work conducted by us on your behalf, we will be under no obligation to provide copies of your file or any part of it, nor action any request until all outstanding amounts are paid in full, including interest and/or costs. Your file and associated papers excluding deeds, may be kept (either in paper or electronic form) for up ten (10) years after which time the files will be reviewed and destroyed at our discretion.

Storage of Data

We may use third-party cloud-based storage and practice management providers in the course of delivering our services. By instructing us, you authorise such use, provided we maintain appropriate confidentiality, privacy and security safeguards.

Privacy, Confidentiality, FATCA, CRS & third-party service providers

We consider client confidentiality to be of utmost importance. We will treat all information we hold about you in strict confidence. We will not use it or share it without your authorisation or where it is necessary for us to complete your work, where we instruct third-party service providers to complete specific tasks on behalf of you or our firm, where we are legally required to, the Rules of Conduct and Client Care for Lawyers permits us to, or we are required to provide information to our Trust Account Auditors and/or Professional Indemnity Insurance Underwriters. Information we hold about you will as far as practicable be only made available to our partners and staff who are doing work for you.

However, to meet our changing legal requirements, you agree that we may provide any information we hold relating to your United States Foreign Account Tax Compliance Act (FATCA) or Common Reporting Standard (CRS) status, or other FATCA or CRS matters, to the IRD and to our Bank if the information is requested in order to meet FATCA or CRS obligations or as may be lawfully requested by a government department including Internal Affairs and the New Zealand Police. Please ask us if you would like more information about FATCA or CRS.

Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("AML/CFT law")

We are required under the AML/CFT law to comply with the requirements to help combat money laundering and terrorist financing. This means that we must obtain and verify information from prospective and existing clients about a range of matters by completing "customer due diligence".

What this means for you: We will need to undertake certain background checks **before providing services**, take steps to make sure the information received from you is correct and obtain original or certified documents to provide formal proof of information collected, including: your full legal name, date of birth, address and in some cases, bank account details. Please note that as part of our charges our total fee will include a minimum fee of $250 + GST to set up a file and complete our obligations under the AML/CFT Law, or on a time in attendance basis if in our opinion the compliance cost will exceed $250.00. For example: where more than two individual clients are involved.

To assist us and reduce the potential costs of compliance with these requirements please promptly provide us with the following **original** or **certified** documents so that we may complete work on your file:

Evidence of Identity: (must not have expired)
Passport OR
Driver's License and one of:

- Firearms licence; or
- NZ bank statement containing your full name; or
- Birth certificate; or
- NZ Government issued document containing full name; or
- Credit or Eftpos card containing full name.

Evidence of Address: (no older than 3 months):
A power account, rates demand, bank statement, or any government issued document displaying your name and residential address.

Evidence of Bank Details (no older than 3 months):
A bank statement, bank issued 'print-out' (stamped, dated and signed by banker) containing your full name and account number, or any government issued document (such as correspondence from the IRD) which lists your full name and bank account number.

Should you be seeing us about company, trust or estate matters, we will need information about the company, trust or estate including the people associated with it (such as directors and shareholders, trustees and beneficiaries).

We may also need to ask you for further information. We will need to ask you about the nature and purpose of the proposed work you are asking us to do for you. Information confirming the source of funds for a transaction may also be necessary to meet our legal obligations.

Should we be unable to obtain the required information from you, it is likely we will not be able to act for you or will need to stop acting for you.

Conclusion

We value your instructions and look forward to an ongoing relationship with you, so please retain this letter as the core basis of our relationship and our commitment to you to attend to your affairs diligently, with an efficient, effective and professional service.

Please ask us if you would like more information about any matter raised in this Agreement.

Would you please return a signed copy of this letter to us at your earliest possible convenience.

Yours faithfully
JONES HOWDEN