

GAULT MITCHELL LAW

AGREEMENT FOR LEGAL SERVICES

This document sets out relevant terms and conditions on which we provide our legal services. It covers relevant obligations by us to you as our client, and your obligations to us as your lawyer. Our obligations are more fully set out in the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 which may be accessed through www.lawsociety.org.nz.

PROVISION OF SERVICES

Whenever practical to do so, we will discuss and agree with you the scope of legal services to be provided prior to commencing any work on your behalf. We will then provide efficient and effective professional legal services, which will include complete and accurate reporting, prompt accounting upon completion of a transaction and, in respect of ongoing activity, accounting on an annual basis (or more frequently if appropriate or if requested by you).

ESTIMATES AND QUOTES

Whenever practical, we will discuss the anticipated fees and disbursements for your work in advance and provide to you our best estimate of the likely costs. As the work progresses, we will advise you of any significant changes to the anticipated costs.

FEES AND CHARGES

Our fees will be fair and reasonable having regard to the reasonable fee factors set out in Rules made by the New Zealand Law Society, namely:

- the time and labour expended.
- the skill, specialised knowledge, and responsibility required to perform the services properly.
- the importance of the matter to the client and the results achieved.
- the urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by the client.
- the complexity of the matter and the difficulty or novelty of the questions involved.
- the reasonable costs of running a practice.
- the experience, reputation, and ability of the lawyer.
- the possibility that the acceptance of the particular retainer will preclude employment of the lawyer by other clients.
- Whether the fee is fixed or conditional (whether in litigation or otherwise).
- any quote or estimate of fees given by the lawyer.
- any fee agreement (including a Conditional Fee Agreement) entered into between the lawyer and client.
- the fee customarily charged in the market and locality for similar legal services.

You will either be sent an invoice at the completion of the work, or, if the work is likely to take some time, you may be sent interim invoices.

Invoices are due for payment within 14 days except for invoices for sale, purchase or refinancing transactions which are due on settlement unless otherwise agreed. Payment may be made by cash, cheque, direct credit or MasterCard or Visa (in which case credit card fees may apply).

Should we elect to do so to effect payment of an invoice, you authorise and direct us to transfer funds from any balance held to your credit in our Trust Account. Receipts will be issued only if requested.

DISBURSEMENTS & OFFICE SERVICES

In addition to our fees, we will charge you for disbursements incurred on your behalf, such as Land Information New Zealand Search fees, Company Office charges or Court filing fees. We may sometimes require payment of these disbursements in advance.

We will also charge you for office services provided by us in acting for you, usually at 3% of our fee. Office services include printing, photocopying, postage and telephone charges.

TRUST FUNDS

Any money which we receive from you, or from an agent on your behalf, will be held on Trust for you until distributed in accordance with your instructions.

We may, for your benefit, deposit funds held in our Trust Account with our Interest-bearing Deposit ("IBD") facility (either "on call" or for a "fixed term") with the ASB Bank or with any other major trading bank operating in New Zealand. The interest rates vary daily.

Interest is paid quarterly on the last days of March, June, September and December each year or upon full withdrawal. Unless we have received your IRD Number and you have elected a lower tax rate, Resident Withholding Tax will be deducted at the non-declaration rate. A total charge of 5% of the gross interest earned is made by us for access to the scheme, for servicing deposits, and for compliance with income tax and audit requirements. If a withdrawal is requested by you before 4.00pm on a working day, IBD funds can be transferred to you the same day. Upon full withdrawal of funds or at the end of the financial year for continuing deposits, you will be sent a Statement of Account and Resident Withholding Tax Certificate.

FILES AND DOCUMENTS

We keep all Trust Account records for 6 years. At the completion of the services provided on a matter, we will archive your file. We will usually retain files for 6 years but may, where we consider it appropriate, retain the file for a shorter period. After 6 years, we will review the length of time the file is required to be kept and, unless you have by then instructed us in writing otherwise or requested us to forward the file to you, we will exercise our authority to destroy the file if we consider there is no reasonable need to retain it for a further period.

Any important document that you ask us to keep in our Deeds Storage Facility will not be destroyed without your written authority unless it becomes obsolete.

RIGHT TO TERMINATE YOUR RETAINER

You are entitled to terminate your instructions to us upon giving us reasonable notice. We may terminate the retainer if there is good cause, such as you not providing us with instructions in a sufficiently timely way or in your unwillingness, inability or failure to pay our fee on an agreed basis, or, except in litigation matters, your adopting against our advice a course of action which we believe is highly imprudent, and may be inconsistent with our fundamental obligations as lawyers.

If we terminate this retainer we will give you reasonable notice so that you can arrange alternative representation and we shall give you reasonable assistance to find another lawyer.

Our fees for services reasonably and properly provided to you prior to the termination of retainer shall be paid by you prior to uplifting your records and we may retain copies of your documents and records.

We shall be entitled to charge you interest on any invoice balance that remains unpaid from the due date, in which event interest will be calculated on a daily basis at 12% per annum from the due date.