

COSTS AGREEMENT

1. About LegalVision

LegalVision is an international network of professional services firms, currently operating in New Zealand and Australia.

In New Zealand, LegalVision is the trading name for two separate companies, LegalVision NZ Limited and LegalVision IP NZ Limited who provide separate services under the LegalVision brand.

LegalVision NZ Limited is a New Zealand incorporated law firm, regulated by the New Zealand Law Society (**NZLS**). LegalVision NZ Limited is solely responsible for all “legal services” (as defined in the *Lawyers and Conveyancers Act 2006*) provided by LegalVision in New Zealand. All lawyers employed by LegalVision NZ Limited hold New Zealand practicing certificates.

LegalVision IP NZ Limited is an incorporated patent attorney firm (bound by the *Code of Conduct for Trans-Tasman Patent and Trade Marks Attorneys 2018*) and is responsible for the provision of LegalVision’s patent attorney services in New Zealand.

In these Terms of Engagement, except to the extent relating to the provision of legal services, which must be solely provided by LegalVision NZ Limited, when we say “we”, “us” “our” or “LegalVision” we mean both LegalVision NZ Limited and LegalVision IP NZ Limited. Either entity may exercise any right and/or wholly satisfy any obligation under these Terms of Engagement.

2. Agreement

Thank you for engaging us to provide legal services to you, the individual or entity set out in our Quote (“you” or “your”). You and us are each a “Party” and together the “Parties”.

We will provide legal services to you in accordance with this Costs Agreement, which includes:

- (a) these terms and conditions; and
- (b) the quote (and any documents or webpages linked within the quote) that we have provided to you for the relevant legal services (“Quote”),

together, the “Terms”.

3. Acceptance

You will be deemed to have accepted these Terms by:

- (a) paying any part of our fees for the relevant legal services;
- (b) accepting these Terms online or via email; and/or
- (c) instructing (or continuing to instruct) us to proceed with the provision of the relevant legal services.

4. Client care and service information

Whatever legal services we provide to you, we must:

- (a) act competently, in a timely way, and in accordance with instructions received and arrangements made;
- (b) protect and promote your interests and act for you free from compromising influences or loyalties;
- (c) discuss with you your objectives and how they should best be achieved;
- (d) provide you with information about the work to be done, who will do it and the way the services will be provided;
- (e) charge you a fee that is fair and reasonable and let you know how and when you will be billed;
- (f) give you clear information and advice;
- (g) protect your privacy and ensure appropriate confidentiality;
- (h) treat you fairly, respectfully, and without discrimination;
- (i) keep you informed about the work being done and advise you when it is completed; and
- (j) 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 issued by the New Zealand Law Society. 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.

5. People responsible for your work

We will advise you of the people who have overall responsibility for the services we provide on each project.

6. Complaints

Your feedback is important to us. We seek to resolve your concerns quickly and effectively.

If you have any feedback or questions about any legal services provided by us, please contact the Practice Leader who has overall responsibility for your work, or contact us via our website at www.legalvision.co.nz.

If you have a complaint about our services or charges, please talk to your usual contact at LegalVision in the first instance to give us the opportunity to resolve the issue promptly and without it adversely impacting on our business relationship.

If the issue is not resolved, or you do not wish to speak to your usual contact, please contact our chief executive officer at ceo@legalvision.co.nz.

The New Zealand Law Society also maintains a complaints service and you can make a complaint to that service by calling 0800 261 801 or emailing complaints@lawsociety.org.nz.

7. Memberships - Term and Renewals

We agree to provide you the membership services as set out in the Quote ("**Membership Services**").

You agree to purchase the Membership Services from the date you accept these Terms, and for the duration of the membership term as set out in the Quote ("**Membership Term**").

On expiry of the Membership Term, these Terms (and the Membership Term) will automatically roll-over on a 12-monthly basis thereafter, unless earlier terminated in accordance with these Terms.

If you would not like these Terms to roll-over, you must notify us before the end of the Membership Term.

8. Membership Services - Fees

The fee for the Membership Services, as set out in the Quote ("**Membership Fee**") will be payable in arrears and direct debited from your nominated account or credit card on a monthly basis.

9. Membership Services – Scope

Our Quote sets out the inclusions and exclusions to the scope of the Membership Services.

Your access to the Membership Services is subject to your commercially reasonable and fair use of the services.

We may notify you of changes to the Membership Services, including changes to our fixed-fee and hourly rates and the Membership Fee ("**Changes**").

If you do not agree to a Change, please notify us in writing, and we will endeavour to come to a mutually agreeable position to resolve your concerns or give you the option of terminating your Membership Service (with a refund of any unused pre-paid portion of the Membership Fee, on a pro-rata basis).

10. Membership Services - Extras Cover Fund

LVConnect Pro members on a fixed term contract of 3 or 5 years are eligible to access our Extras Cover Fund ("**Eligible Member**").

The Extras Cover Fund provides Eligible Members with a pool of funds that the member can use to purchase certain services from LegalVision that are not covered under LVConnect Pro, as notified to you from time to time ("**Eligible Additional Services**").

As an Eligible Member, you will be entitled to access the Extras Cover Fund up to the amount notified to you at the time you commenced your membership ("**Annual Cap**"), to be spent exclusively on Eligible Additional Services from LegalVision during your LVConnect Pro Membership Term.

Your access to funds under the Extras Cover Fund is subject to the following terms and conditions:

- (a) LegalVision will only provide you with access to funds under the Extras Cover Fund up to the value of the Annual Cap per year, and only while you remain an Eligible Member;
- (b) once your Annual Cap has been reached, you will be charged for any additional support that

you require from LegalVision with respect to your matter above and beyond the Annual Cap;

- (c) we will endeavour to notify you when you have reached your Annual Cap at the end of the month in which your Annual Cap is reached. If you do not agree to proceed with your matter once the Annual Cap has been exhausted, you acknowledge that we are not obliged to support you in relation to your matter;
- (d) the value of support that will be provided by LegalVision under the Extras Cover Fund will be determined by us using our standard hourly rates, which may change from time to time;
- (e) funds under the Extras Cover Fund can only be used on professional fees payable to LegalVision for Eligible Additional Services, and cannot be used to fund third party costs, disbursements, governments fees or any other expenses;
- (f) funds allocated to Eligible Members under the Extras Cover Fund do not constitute a gift card or voucher, and are non-refundable, non-transferrable and are not redeemable for cash, whether in whole or in part;
- (g) your Annual Cap will renew on each anniversary of the date on which you became an Eligible Member, and will not compound on a yearly basis. If your contract expires, your funds will not automatically replenish / renew, and you will not be entitled to access funds under the Extras Cover Fund, unless you sign onto a further Eligible Member contract;
- (h) if you have funds remaining under the Extras Cover Fund on the expiry or termination of your membership (for whatever reason), your entitlement to use the funds under the Extras Cover Funds will be forfeited; and
- (i) LegalVision will not provide assistance under the Extras Cover Fund if we reasonably consider that you have failed to follow LegalVision's advice or guidance in relation to the handling or running of the matter.

11. Payment Methods

We may charge legal services to you on:

- (a) a membership basis (whether weekly, monthly, quarterly or annually);
- (b) a fixed-fee basis; or

- (c) an hourly rate basis,

as set out in our Quote. You agree to pay our fees at the times, and using the payment method, set out in our Quote (or as otherwise agreed by us).

We reserve the right to:

- (d) ask you for your credit card or nominated account details;
- (e) ask you to pay monies into our trust account; and/or
- (f) approve credit to you.

12. Expenses and Disbursements

You are responsible for paying expenses and disbursements which we incur in carrying out your instructions or in performing legal services. If you request legal services that require disbursements, we will endeavour to let you know the costs in advance, where possible.

13. Additional Services

If you request additional legal services beyond the scope set out in these Terms (including the Quote), we will either:

- (a) require you to upgrade to a different Membership Service or Membership Fee;
- (b) provide you with a further Quote for fixed fee work; or
- (c) charge you professional fees on a pro-rata or hourly basis for the legal services we provide based on the following indicative hourly rate bands (unless otherwise notified to you in writing):
 - \$695 per hour (ex GST) for Senior Practice Leaders;
 - \$595 per hour (ex GST) for Practice Leaders and Patent Attorneys;
 - \$450 per hour (ex GST) for Senior Associates;
 - \$350 per hour (ex GST) for Associates and Trade Mark Attorneys; and
 - \$195 per hour (ex GST) for Associates (up to 1 year PQE) and Paralegals.

We reserve the right to allocate our practitioners to hourly rate bands at our discretion, depending on the nature and complexity of the legal services sought,

and the level of expertise of our practitioners. To the extent the above bands do not apply as set out above, we will notify you of the relevant hourly rate band that applies to your lawyer prior to commencing work on the additional scope of work.

Our rates are reviewed around 30th June each year and may change during the course of a matter. We will notify you of any rate changes.

14. Billing Arrangements and Tax Invoices

For non-Membership Services, we typically issue tax invoices on completion of the agreed scope of work relevant to your matter, as set out in your Quote (**Scope of Work**), or at the end of each week, fortnight or month for ongoing matters. Tax invoices are due and payable as set out on the tax invoice. By engaging us, you agree that tax invoices may be delivered to you via electronic means. We may charge interest and/or seek to recover our costs (including professional fees) on any amounts unpaid 30 days after a tax invoice (or itemised invoice, if requested) is given to you.

Where you have agreed to make payment by way of direct debit (including for the Membership Fee), we may directly debit from your nominated account any amounts due and payable under these Terms in accordance with our "Direct Debit Request" form, "Direct Debit Request Services Agreement" and any other terms or conditions agreed by you at the time of authorising us to directly debit your nominated account. By authorising us to direct debit, you authorise Stripe New Zealand Limited NZBN: 9429041687628 to debit your account on behalf of us for any amounts separately communicated to you by us. You certify that you are either an account holder or an authorised signatory on the account listed above.

15. Trust Money and Authorisation to Withdraw Trust Money

We will provide you with a receipt upon receiving your payment in trust (**Trust Money**). You authorise us to withdraw the Trust Money:

- (a) when the Scope of Work is complete in accordance with these Terms;
- (b) in accordance with instructions that have been received by us and that authorise the withdrawal; or

- (c) if the Trust Money is owed to us by way of reimbursement of money already paid by us on behalf of you, and

before effecting the withdrawal, we will send you a tax invoice and notice of withdrawal referring to the proposed withdrawal. We will handle all Trust Money in accordance with the *Lawyers and Conveyancers Act (Trust Account) Regulations 2008*.

We may otherwise withdraw the Trust Money if we issue a bill relating to the Trust Money, and you do not object to the withdrawal of the money within 7 business days after being given the bill.

16. Anti-Money Laundering and Countering Financing of Terrorism Act Compliance

We have obligations under the *Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML Act)*. As part of our processes for ensuring compliance with the AML Act, we may need to conduct customer due diligence (**CDD**) on you. We use a third party provider, First AML, to assist in completing CDD and our compliance with the AML Act.

To assist us, you agree to aid our compliance with our obligations under the AML Act by facilitating CDD or any other enquiries we and our service providers need to make. You acknowledge that, prior to completion of CDD, we may refuse to act for you, deliver services to you or accept payment for services rendered. Nothing in this clause affects our entitlement to payment for services rendered under these Terms.

17. Confidentiality

At all times we will seek to maintain the confidentiality of your confidential information.

We may, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter, where permitted or required by law to do so, or where such information is no longer confidential.

You must keep the terms of our engagement (including these Terms) confidential, including our rates and fees.

18. Copyright, Retention and Copying of Your Documents

You acknowledge and agree that copyright in our legal advices and documents (**Documents**) belongs

to us and that we make Documents available to you under licence from us, as set out in these Terms. You are permitted to use the Documents for your personal or business use. You are not permitted to reuse the Documents for another use, nor to provide the Documents to third parties to reuse or to benefit from (or attempt to benefit from) in a commercial fashion, including that you are not permitted to re-sell, copy reproduce, transmit electronically or otherwise use the Documents in whole or in part, in any manner whether in original form or amended in any way, unless you have requested and received written permission (including by email) to use the Documents in another way.

Unless otherwise agreed or required by law, on completion of your legal services, we will retain your documents for 7 years.

19. Responsibility

Unless otherwise stated in these Terms:

- (a) if you have engaged us to create legal documents, we are not engaged to and will not provide legal advice, unless you have also engaged us to provide legal advice;
- (b) we will not independently verify the accuracy of information and documents you provide to us;
- (c) we are not responsible for informing you of changes in the law, regulations or interpretations after we have provided the agreed legal services;
- (d) our legal services are only meant for you in the context of your instructions to us. We are not responsible for any other use of our legal services. You must not give our work to anyone else, unless we agree first;
- (e) we are lawyers and you should only rely on us for legal advice in the context of our agreed Scope of Work. You should not rely on any non-legal advice provided by us;
- (f) we are not responsible for any changes that you make to our advice or documents.

20. Your Obligations

At all relevant times, you warrant that:

- (a) you are properly authorised to engage us and instruct us on behalf of any company,

partnership, trust or other entity that you say that you represent;

- (b) there are no legal restrictions preventing you from agreeing to these Terms;
- (c) the information you provide to us is true, correct and complete;
- (d) you will not infringe any third party rights in working with us and receiving the relevant legal services; and
- (e) you are responsible for obtaining any consents, licences and permissions from other parties necessary for the relevant legal services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions.

21. Professional Indemnity Insurance and Limitation of Liability

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

To the extent permitted by law, our maximum aggregate liability to you (whether in contract, tort (including negligence), equity or otherwise) in connection with our services is limited to the greater of:

- (a) the amount payable to us under the professional indemnity insurance held by us; and
- (b) NZ \$5,000,000 for any one claim and in aggregate.

22. Exclusions

To the extent permitted by law:

- (a) we may refuse to provide legal services to you where we consider we do not have the requisite expertise or jurisdictional qualifications in relation to the matter, where the matter gives rise to a real or potential legal or commercial conflict, or where we consider we are not professionally, ethically or lawfully able to assist you in relation to the matter;
- (b) we will not be liable for, and you waive and release us from and against, any liability in respect of any Consequential Loss; and

- (c) our liability to you under or in connection with these Terms will be reduced to the extent the relevant liability was caused or contributed to by: (1) the acts or omissions of you or your personnel (including your failure to take reasonable steps to mitigate the liability); and (2) any event or circumstance beyond our reasonable control.

You further acknowledge and agree that:

- (d) we are business lawyers in Australia and New Zealand. The scope of our legal services is set out on our website: www.legalvision.co.nz. We do not provide advice on the law of other countries or in any legal areas outside of the areas set out on our website; and
- (e) where you have engaged us to conduct a written contract review, you acknowledge and agree that: (1) our review is not intended to set out or address all legal and commercial risks associated with your contract; (2) our review is not intended to be a substitute for you reading the contract; and (3) the scope of our review is limited to us identifying those items that we consider to be the key legal risks associated with your contract.

For the purposes of this clause, “**Consequential Loss**” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

This clause 22 will survive the expiry or termination of these Terms.

23. Third Party Advice and Services

On request by you, we may provide you with contact details of or refer you to third party specialists. You may refuse any third party service or referral. We make no representation or warranty about the third party advice or provision of services. We disclaim all responsibility and liability for all losses, damages, expenses and costs that you or any person may suffer or incur due to the third party advice or provision of services, or failure to advise or provide services.

We may:

- (a) provide commissions or benefits to referral partners in exchange for them referring potential clients to us; and
- (b) receive commissions or benefits for the referral of potential clients to referral partners.

24. Termination

You may terminate these Terms by written notice to us. For Membership Services, you must provide at least 1 month’s prior written notice.

We may cease to act for you, cancel your membership or refuse to provide you with further legal services for any reason, including if you breach these Terms or the law, we consider your use of your membership is not fair or reasonable, or we otherwise consider it is no longer appropriate to act for you.

If you terminate these Terms, you will be required to pay our professional fees and any costs suffered or incurred by us (including any disbursements) up to the date of termination.

Subject to these Terms, the Membership Fee is non-refundable. You acknowledge and agree that your termination or cancellation of these Terms (and your Membership Services) prior to the expiry of the Membership Term, other than as a result of our default, will result in the full amount of the Membership Fee for the remainder of the Membership Term becoming immediately due and payable to us.

If we terminate these Terms (other than as a result of your default or failure to pay), we will provide you with a refund of any unused portion of the Membership Fee prepaid by you to us. This will be your sole and exclusive remedy for our termination under this clause.

25. Privacy

We are required and committed to protecting your personal information in accordance with our obligations under the *Privacy Act 2020* and our Privacy Policy (which is available on our [website](#)).

The information we collect about you will be kept at secure file storage sites. If you are an individual, you have a right to access this information. If you require access, please contact compliance@legalvision.co.nz.

26. GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these Terms, you agree to pay us an amount equivalent to the GST imposed on these charges.

27. Assignment

Without limiting our right to assign any debt under these Terms to a third party, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party.

28. Severance

If any provision (or part of it) of these Terms is held to be unenforceable or invalid in any jurisdiction, then the provision (or relevant part) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

29. Jurisdiction & Governing Law

These Terms are governed and construed in accordance with the laws of New Zealand. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.

30. Lawyers Fidelity Fund

The New Zealand Law Society maintains the Lawyers' Fidelity Fund to provide protection against client losses arising from theft by lawyers. The Lawyers' Fidelity Fund covers losses of up to NZ\$100,000 per individual claimant. It does not cover loss where you have instructed us to invest on your behalf (subject to limited exceptions set out in the *Lawyers and Conveyancers Act 2006*).

As at 6 July 2021

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