

LegalVision Terms of Engagement

Thank you for engaging LegalVision to provide professional services to you, the party identified in our Quote (**you** or **your**).

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 LegalVision lawyers holding New Zealand practising certificates are employed by LegalVision NZ Limited.

LegalVision IP NZ Limited is an incorporated patent attorney firm (bound by the **Code of Conduct**) 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.

GENERAL CONDITIONS

1. Agreement

We will provide our services to you in accordance with these Terms of Engagement, which include:

- (a) these General Conditions;
- (b) the Attachments to these General Conditions; and
- (c) the Quote that we have provided to you for the relevant services,

together, the “**Terms**”.

These Terms (in particular the Quote) contain important information about the scope of our services, agreed service levels, and any exclusions to that scope. Please review these Terms and contact us if you have any questions.

2. 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; and/or
- (c) instructing (or continuing to instruct) us to proceed with the provision of the relevant legal services.

Upon acceptance of these Terms, you will be deemed to have read, understood and agree to be bound by these Terms.

3. Payment Methods

We may charge our services to you on:

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

(c) an hourly rate basis,
as set out in our Quote or Attachment 1.

You agree to pay our fees at the times, and using the payment method, set out in our Quote or Attachment 1 (or as otherwise agreed by us).

Before proceeding with any services, a subscription fee, fixed-fee price, or a price estimate, will be confirmed between the Parties in writing, including by email.

We reserve the right to:

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

We may accept payment from you by direct debit, in which case, you will be required to complete a "Direct Debit Request" form and accept our "Direct Debit Request Services Agreement", which we will provide to you separately.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

4. Expenses and Disbursements

In addition to our fees, you are responsible for paying expenses and disbursements which we incur in carrying out your instructions, performing our services and/or completing any customer due diligence required by law as part of your onboarding as a client. We do not charge you for incidental administrative tasks incurred in working on your project. Disbursements are monies which we pay or are liable to pay to others on your behalf. If you request services that require

disbursements, we will endeavor to let you know the costs in advance, where possible.

5. 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.

6. Ongoing Legal Services – Professional Fees

If you request additional services beyond the scope set out in your Quote, we will either:

- (a) provide you with a further Quote for fixed fee work; or
- (b) charge you professional fees for the services we provide based on the following indicative hourly rate bands:
 - \$595 per hour (ex GST) for Practice Leaders and Patent Attorneys
 - \$395 per hour (ex GST) for Senior Associates and Associates
 - \$295 per hour (ex GST) for Associates and Trade Mark Attorneys

- \$195 per hour (ex GST) (for Associates (up to 1 year PQE) and Law Clerks

We reserve the right to allocate our practitioners to hourly rate bands at our discretion, depending on the nature and complexity of the 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 services prior to commencing work on the additional scope of work.

You will be proportionately charged for services involving shorter periods less than an hour, on a pro-rata basis for time spent.

Our rates are reviewed around 30th June each year and may change during the course of a project. In lengthy matters, this may impact upon our cost estimates or Quote, which may be revised accordingly.

7. Billing Arrangements and Tax Invoices

We will issue tax invoices on completion of the agreed scope of work relevant to your project, as set out in your Quote (**Scope of Work**), or at the end of each week, fortnight or month for ongoing projects. We may issue tax invoices on a more or less frequent basis depending on the nature of the services. 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.

If:

- (a) you are required by law to make any deduction or withholding for or on account of taxation from any amount paid or payable by you to us; or
- (b) we are required by law to make any payment of or incur any tax on or in

relation to any amount received or receivable by us (except for New Zealand income tax),

then the amount paid or payable by you will be increased to the extent necessary to ensure that after making the deduction, withholding or payment, or incurring the tax, we receive and retain (free of any liability for any such deduction, withholding or payment, or loss of tax credits or relief) a net amount equal to the amount that we would have received and so retained had no such deduction, withholding or payment been made, or no such tax had been incurred.

Additional billing terms apply in relation to Subscription Services that we may provide to you (please refer to Attachment 1 for further information).

8. Interest Charges

Interest at a rate of 10% p.a. (compounding daily) may be charged on any amounts unpaid within 30 days after a tax invoice is given to you.

9. Confidentiality

At all times we will seek to maintain the confidentiality of your confidential information. We will not disclose any of this information to any other person except:

- (a) to the extent necessary or desirable to enable us to carry out your instructions;
- (b) as expressly or impliedly agreed by you;
- (c) as necessary to protect our interests in respect of any complaint or dispute; or
- (d) to the extent required or permitted by law.

You agree that we may, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your project. This may

include to other LegalVision network entities and their employees and contractors (LegalVision ILP Pty Ltd (our Australian sister firm), LegalVision Pty Ltd, LV International Pty Ltd), and to solicitors, barristers and other specialist providers in our network for the purposes of advising you and managing your project.

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

10. Managing Conflicts

We act for many businesses in similar industries. These businesses may compete with each other. We have procedures in place for identifying and managing conflicts of interests. If a conflict arises, we will advise you of this and comply with the Rules of Conduct and Client Care for Lawyers (**Rules**). This may mean that we:

- (a) cannot act for you in a particular project and/or may terminate our arrangement;
- (b) cannot act for you without consent from a third party; and/or
- (c) may require your consent to act before we act for other parties.

11. Variables Which May Impact on Estimates / Quote

Our fees will be charged on the basis that they are fair and reasonable for the services provided. Factors that we take into account in setting our fees align with those considered by the NZLS and include:

- (a) the time and work involved in the project;
- (b) the level of skill, specialised knowledge and responsibility required to perform the services;
- (c) the importance of the project and the results achieved;

- (d) the urgency in which the project is undertaken;
- (e) the degree of risk assumed by the lawyer in undertaking the services, including the amount or value of any property involved;
- (f) the complexity of the project;
- (g) the possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients;
- (h) our fixed fees, fee estimate, or the nature of other fee structure agreed with you;
- (i) the reasonable costs of running a practice; and
- (j) the market rates for similar services.

Any estimate given to you will be a guide only. Where we believe that an estimate is likely to be materially exceeded, we will endeavour to advise you and, if requested, provide you with an updated estimate.

Any estimate or fixed-fee price provided to you will be subject to any assumptions stated in the estimate or fixed-fee arrangement, as well as the following assumptions:

- (a) your instructions are complete and accurately describe our role;
- (b) the project will proceed and be completed in the manner anticipated in your instructions and within any indicated timeframe, or otherwise within a normal timeframe for that work;
- (c) no unforeseen impediments will arise and require additional work;
- (d) all parties and other advisers involved in the project will be co-operative and will not be unreasonable; and
- (e) any third party or regulatory consents or approvals will be given in a timely manner and will not involve protracted negotiations.

12. Copyright, Retention and Copying of Your Documents

You acknowledge and agree that copyright in our legal advice 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.

We will retain files we establish on a project, and any documents you leave with us, for at least 7 years after the end of our involvement in your project. Your (express or implied) agreement to these Terms constitutes your authority for us to destroy those files and documents 7 years after the date of our final tax invoice. This authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us under these Terms, including for our professional fees and costs.

If you uplift your files or documents, we may make copies of them before giving them to you and may require you to pay the costs of that copying before providing those files or documents to you.

13. 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 services;
- (d) our services are only meant for you in the context of your instructions to us. We are not responsible for any other use of our services. You must not give our work to anyone else, unless we agree first;
- (e) we are lawyers and trademark/patent attorneys and you should only rely on us for legal/IP advice in the context of our agreed Scope of Work. We seek to better understand, and usefully interact with, you and may discuss matters outside our expertise, such as commercial matters. In such event, we are not giving advice that you can rely on. You should consider obtaining specialist advice;
- (f) we are not responsible for any changes that you make to our advice or documents; and
- (g) we are not responsible for any purposes that you use our advice or documents for, except for the purpose that the advice or documents were provided.

14. 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) you will cooperate with us and provide us with information and comply with requirements in a timely manner, as requested by us from time to time, that are reasonably necessary to enable us to perform the relevant legal services;
- (d) the information you provide to us is true, correct and complete;
- (e) you will not infringe any third party rights in working with us and receiving the relevant legal services;
- (f) 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;
- (g) you will inform us if you have reasonable concerns relating to our provision of the relevant services under these Terms, with the aim that we and you will use all reasonable efforts to resolve the concerns; and
- (h) you will not employ, induce, solicit or attempt to employ, induce, or solicit, any employee or contractor that was employed by or contracted to us during the term that we provide the relevant legal services to you or the prior twelve months period.

15. Exclusions

We are business lawyers and patent/trademark attorneys in New Zealand. The scope of our services is set out on our website: www.legalvision.co.nz. We do not provide advice on the law of other countries. We do not provide advice in other areas, including tax advice, financial planning advice, accounting advice, insurance advice, criminal law, financial services law or medical / health

care law. You should speak to a specialist lawyer or specialist about areas outside of our expertise.

16. Limitation on Liability

To the extent allowed 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.

17. Delay

Where our provision of services depends on your information or response, we have no liability for a failure to perform the relevant services, including within a specified timeframe or period, as a result of your delay in response, or any incomplete or incorrect information provided by you.

18. Third Party Advice and Services

On request by you, we may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. 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.

19. Termination

You may terminate these Terms by written notice to us at any time. If you do so, you will be required to pay our professional fees, and

any costs or disbursements that we have incurred, in respect of the relevant legal services up to the date of termination.

If we have good cause, we may cease to act for you, for example:

- (a) while any of our tax invoices remain overdue and unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear or timely instructions to enable us to provide the relevant services;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, such as an inappropriate, improper or unlawful request, or a conflict of interest; or
- (g) for any other reason outside our control which has the effect of compromising our ability to provide the services required within the required timeframe.

We will give you reasonable written notice of termination of the relevant services. You will be required to pay our professional fees and any costs suffered or incurred by us up to the date of termination.

Additional termination terms apply in relation to Subscription Services that we may provide to you (please refer to Attachment 1 for further information).

20. Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all professional fees, costs, disbursements, interest and other moneys due to the firm have been paid; and
- (b) our lien will continue notwithstanding that we cease to act for you.

21. Privacy

We use international cloud computing services to safely store e-mails, documents and information that we send to and receive from you. We are able to send electronic mail to you and receive electronic mail from you. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to provide or transmit any document or information electronically, by email or other online or electronic system for sharing or storing documents, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

22. Storing and Providing Material Electronically

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

23. GST

Our fees and charges are plus GST (if any), which is payable by you.

24. Assignment

These Terms are personal to you. You must not assign or deal with the whole or any part of your rights or obligations under these Terms.

25. Amendments

We may change these terms at any time, and will publish the changed terms on our website. The change will bind you in respect of any projects on which we accept instructions after publication of the change.

26. Jurisdiction & Governing Law

Our relationship is governed by New Zealand law, and the New Zealand courts have exclusive jurisdiction.

As at 1 February 2021

© LegalVision

Attachment 1 – Special Conditions applying to Subscription Services (including LVConnect and LVConnect Pro)

This Attachment 1 (Special Conditions applying to Subscription Services) (**Attachment 1**) is attached to, and forms part of, the Terms.

1. Application of these Special Conditions

This Attachment 1 will only apply to the extent you have purchased a Subscription Service from us, and is to be read in conjunction with the Terms. To the extent it applies, this Attachment 1 will take priority over any conflicting or inconsistent provisions of the Terms.

2. Subscription Services

We will provide Subscription Services to you in accordance with these Terms. These Terms (in particular the Quote) contain important information about the scope of our services, agreed service levels, and any exclusions to that scope. Please review these Terms and contact us if you have any questions.

3. Subscription Fee & Payment Terms

You agree to pay us the Subscription Fee in the amount, and using the payment method, set out in our Quote.

Where you have agreed to make payment by way of direct debit, we may directly debit from your credit card 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 continually debit your account on behalf of us for the Subscription Fee (or relevant part thereof), and at the times /

frequency, as set out in the Quote for the duration of the Subscription Term.

Subject to these Terms, the Subscription Fee is non-refundable, however, we may provide you with a refund, discount or other consideration at our discretion. To the extent permitted by law, we do not provide refunds for unused Subscription Services.

4. Changes to Subscription Service or Subscription Fee

Being an innovative business, we are always evolving, and so are our products and services. Accordingly, we may advise you of changes to the Subscription Services, including changes to the Subscription Fee or Member Pricing (**Changes**).

Changes will only come into effect after we have notified you in writing. If you do not agree to a Change, please notify us in writing, and we will give you the option of terminating your Subscription Service (with a refund of the Subscription Fee for the remainder of the Subscription Term on a pro-rata basis).

5. Subscription Term and Renewals

We agree to provide you the Subscription Services on and from the start date, and for the duration of the subscription term, as set out in your Quote (**Subscription Term**).

On expiry of the Subscription Term, these Terms (and the Subscription Term) will automatically roll-over on a month-by-month basis thereafter, unless earlier terminated in accordance with these Terms. The Subscription fee will be direct debited from your nominated account or credit card on a monthly basis.

If:

- (a) you would not like these Terms to roll-over at the end of the Subscription Term; or
- (b) if these Terms have rolled over on a month-by-month basis, and you do not wish these Terms to continue to roll-over,

you must notify us in writing prior to:

- (c) in relation to subparagraph (a) above, the expiry of the Subscription Term; or
- (d) in relation to subparagraph (b) above, prior to expiry of the then current month.

Following termination, you will continue to have access to the Subscription Services until the end of your then current Subscription Term or month, as applicable. After the expiry of your then current Subscription Term or month, you will no longer have access to the Subscription Services.

6. Termination

Either party can terminate these Terms by giving the other party 1 month's prior written notice.

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 the Subscription Fee for the remainder of the Subscription Term on a pro-rata basis. This will be your sole and exclusive remedy for our termination under this clause.

If you terminate these Terms for any reason (other than as a result of our default), you agree that:

- (a) you will not be entitled to receive a refund for any part of the Subscription Fee paid by you prior to the termination date; and
- (b) to the extent there are any amounts due and payable by you under these Terms which are unpaid as at the date of termination (including the remainder of the Subscription Fee for the then current Subscription Term), you agree to pay us those amounts as a debt immediately due and payable.

For the avoidance of doubt, you acknowledge and agree that your termination or cancellation of these Terms (and your Subscription Services) prior to the expiry of the Subscription Term,

other than as a result of our default of these Terms, will result in the full amount of the Subscription Fee for the remaining duration of the Subscription Term to become immediately due and payable to us.

7. Discounts on Additional Services

Subject to you paying the Subscription Fee in accordance with these Terms, you will have access to Member Pricing on any fixed-fee Additional Services that you instruct us to perform for you.

If you have asked us to perform Additional Services, we will issue you with a Quote to perform those Additional Services on either a fixed-fee or hourly rate basis. You agree to pay for these Additional Services at the times, and using the payment method, stipulated in our Quote and in accordance with these Terms.

8. Extras Cover Fund

If you purchased an LVConnect Pro membership on a fixed term contract of 3 or 5 years in length, then you are eligible to access funds from the Extras Cover Fund during that fixed term ("**Eligible Member**").

The Extras Cover Fund provides Eligible Members with a pool of funds that the member can use to purchase the following Additional Services from LegalVision that are not covered under LVConnect Pro:

- (a) negotiation assistance;
 - (b) dispute assistance;
 - (c) regulatory advice;
 - (d) trade mark opposition or infringement support; and
 - (e) support on transactions, including business purchases and capital / fund raising,
- and any other legal services which LegalVision deems to be excluded under LVConnect Pro,

from time to time (“**Eligible Additional Services**”).

As an Eligible Member, you will be entitled to access funds under the Extras Cover Fund up to the following amounts:

- (f) \$3,000 (inc GST) for each year that you are an Eligible Member, if you have purchased an LVConnect Pro membership on a \$99 per week plan; or
- (g) \$6,000 (inc GST) for each year that you are an Eligible Member, if you have purchased an LVConnect Pro membership on a \$199 per week plan (or greater),

(“**Annual Cap**”) to be spent exclusively on Eligible Additional Services from LegalVision during the term of your membership.

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

- (h) 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;
- (i) you will only be entitled to access the Extras Cover Fund if you sign a 3 or 5 year LVConnect Pro contract with LegalVision. If your contract expires and automatically renews, 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 3 or 5 year contract under LVConnect Pro;
- (j) 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;
- (k) we will endeavour to notify you when you have reached your Annual Cap on a

monthly basis. 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;

- (l) 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;
- (m) 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;
- (n) funds under the Extras Cover Fund cannot be used for patent, immigration or tax matters, or any other matter that LegalVision deems excluded from the Extras Cover Fund, from time to time;
- (o) 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;
- (p) your Annual Cap will renew in each year that you are an Eligible Member, and will not compound on a yearly basis. For the purposes of the Extras Cover Fund, “year” means each anniversary of the date on which you became an Eligible Member;
- (q) 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;
- (r) LegalVision will not provide assistance under the Extras Cover Fund if we consider

that you have failed to follow LegalVision's advice or guidance in relation to the handling or running of the matter; and

- (s) LegalVision may refuse to provide assistance under the Extras Cover Fund where it considers it does 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 LegalVision consider it is not professionally, ethically or lawfully able to assist the Eligible Member in relation to the matter.

Defined terms

For the purposes of this Attachment 1, capitalised words have meanings given to them in this document, and as follows:

Additional Services are legal services that may be provided by us that do not form part, or fall outside of the agreed scope, of your Subscription Service.

Member Pricing means the fixed-fee and hourly rate pricing that is available to customers of our Subscription Services, as detailed on our website or otherwise communicated to you, from time to time.

Subscription Fee means any fees payable by you in relation to a Subscription Service, as particularised in your Quote.

Subscription Service means either the Legal Advice Subscription, LVConnect, LVConnect Pro or other subscription product purchased by you from us, as particularised in your Quote.

Subscription Term means the period in which we agree to provide the Subscription Service to you, and you agree to pay us the Subscription Fee, as particularised in your Quote.

Attachment 2 - Information for Clients

This attachment contains information that we are required to provide to you under the Rules of Conduct and Client Care for Lawyers (**Rules**) issued by the New Zealand Law Society (**NZLS**).

Client care and service information

Whatever legal services we provide to you, we 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; and
- 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. 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.

Fees

Our fees will be charged in accordance with our Terms of Engagement.

People responsible for your work

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

Keeping your records

We will retain or dispose of your records in accordance with our Terms of Engagement. We will provide copies to you in accordance with our obligations under the Privacy Act 2020 on request. We may charge for the cost of providing records to you.

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 NZLS 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.

Professional Indemnity Insurance and limitation of liability

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

Our liability is limited as set out in our Terms of Engagement.

Lawyers Fidelity Fund

The NZLS maintains the Lawyers' Fidelity Fund to provide protection against client losses arising from theft by lawyers. The 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).