

STACE HAMMOND

LAWYERS SINCE 1912

Office: Auckland

Our Ref: Arran Hunt

Partners

P W F Wilson, LLB

G H J Brant, BCom, LLB, AAMINZ

R P Connolly, LLB

E B Falconer, LLB (First Hons)

P J Morris, LLB

P M Learmonth, LLB

A M Hunt, LLB BSc

J R F Cochrane, LLM (First Hons), BA/LLB

A R Comer, BCom LLB

C K Denhardt, LLB BA

Consultant

M D Grant, LLB

Senior Tax Counsel

D N Ananth, LLB

LETTER OF ENGAGEMENT – ACCREDITED EMPLOYER WORK VISA ACCREDITATION

Your Instructions

1. Thank you for approaching us in this matter. We will be pleased to act for you. We enclose:
 - (a) Information for clients which lawyers are required by the New Zealand Law Society to provide; and
 - (b) Our standard terms of engagement.

Services to be provided

2. At this stage, your instructions are for us to advise you in respect to Accredited Employer Work Visa Accreditation.
3. It is not a general retainer to act for you in all matters. You may instruct us on other matters (which may arise while attending to the above matter or may arise separately). If you do these terms of engagement apply.

Responsibility for Services

4. The writer will be your primary point of contact for this retainer. Other partners or staff members may be utilised for their relevant expertise as required.

Fees and Charges

5. Fees, disbursements and GST will be charged as set out in clauses 3-6 below.

Yours faithfully

STACE HAMMOND

A M HUNT

Partner

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stacehammond.co.nz

ACCEPTANCE OF RETAINER

If our terms and are acceptable, please sign and date the statement below and return it to us. If you do not sign but continue to provide us with instructions, our terms are deemed to apply. If you are signing on behalf of a company, partnership, trust or other entity, you warrant that you have the full authority of that entity to agree on its / their behalf and by signing you are agreeing to be personally bound by clause 14.1.

TO: Stace Hammond

The terms of your engagement letter and your standard terms of engagement are accepted, and you are requested to act in this matter.

Dated: _____

SIGNED by:

TERMS OF ENGAGEMENT

These standard terms of engagement (“**Terms**”) apply in respect of all work we carry out for you, except to the extent that you and we otherwise agree in writing.

1. Services

1.1 The services which we are to provide for you are outlined in our engagement letter or as agreed from time to time in writing.

2. Client Care

2.1 The Law Society client care and service information is set out below.

- (a) Whatever legal services your lawyer is providing, he or she must:
 - (i) Act competently, in a timely way, and in accordance with instructions received and arrangements made.
 - (ii) Protect and promote your interests and act for you free from compromising influences or loyalties.
 - (iii) Discuss with you your objectives and how they should best be achieved.
 - (iv) Provide you with information about the work to be done, who will do it and the way the services will be provided.
 - (v) Charge you a fee that is fair and reasonable and let you know how and when you will be billed.
 - (vi) Give you clear information and advice.
 - (vii) Protect your privacy and ensure appropriate confidentiality.
 - (viii) Treat you fairly, respectfully and without discrimination.
 - (ix) Keep you informed about the work being done and advise you when it is completed.
 - (x) Let you know how to make a complaint and deal with any complaint promptly and fairly.
- (b) 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.
- (c) If you have any questions, please visit www.lawyers.org.nz or call +64 4 472 7837.

3. Fees

3.1 Fees will be charged taking into account the reasonable fee factors set out in the Rules of Conduct and Client Care for Lawyers.

3.2 We will provide you with an estimate of fees, if requested, which may be varied if necessary. Work which falls outside that scope will be charged in addition to that estimate. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and if requested, give you a further estimate of the likely amount of the further fees. All estimates are plus GST and disbursements (if any).

3.3 If a fixed fee has been agreed then that fee will be for the agreed work and will be conditional on our being made aware of all factors that may reasonably be considered relevant. Any work that is conducted that falls outside the agreed work will be charged on the basis of the reasonable fee factors noted below.

3.4 The fee factors set out in the Rules of Conduct and Client Care for Lawyers to be taken into account by us in determining a fair and reasonable fee for our services include the following:

- (a) The time and labour expended;
- (b) The skill, specialised knowledge, and responsibility required to perform the services properly;
- (c) The importance of the matter to the client and the results achieved;
- (d) The urgency and circumstances in which the matter is undertaken, and any time limitations imposed, including those imposed by the client;

- (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 matter and the difficulty or novelty of the questions involved;
 - (g) The experience, reputation, and ability of the lawyer;
 - (h) The possibility that the acceptance of the particular retainer will preclude engagement by the lawyer by other clients;
 - (i) Whether the fee is fixed or conditional (whether in litigation or otherwise);
 - (j) Any quote or estimate of fees given by the lawyer;
 - (k) Any fee agreement (including a conditional fee agreement) entered into between the lawyer and client;
 - (l) The reasonable costs of running a practice; and
 - (m) The fee customarily charged in the market and locality for similar legal services.
- 3.5 The partners and professional staff each have a customary hourly fee rate which generally forms one of several of the factors for calculating the fees which we charge. The rates, as at the date of these Terms of engagement, can be found in Schedule A of these Terms. The hourly rates may change, depending on the complexity of the file, but there is a standard rate which will apply for most files and which is set at the beginning of each financial year. The differences in rates reflect the relative experience and specialisation of our professional staff.
- 3.6 We may ask you to provide us with funds in advance to be held in our trust account, or to provide security for our fees and expenses.

4. Disbursements and expenses

- 4.1 In providing services we may incur disbursements, or have to make payments to third parties, on your behalf. These will be included in our invoice to you when the expense is incurred. We may require funds to be provided in to our trust account in anticipation for the disbursements or expenses which we will be incurring on your behalf.
- 4.2 On each invoice we may charge you an incidental office expense fee to cover administration services supplied by us, which includes printing, photocopying, binding, postage, telephone calls, file storage and other incidental costs.

5. Anti-Money Laundering and Countering Financing of Terrorism Act 2009

- 5.1 We are required to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009. Pursuant to the provisions of the Act, we will be required to make necessary material investigations to satisfy our "Know your Client" and "identifying source of funds" obligations ("AML")
- 5.2 You agree and acknowledge that when conducting AML, we may utilise an AML specialist to assist us. This will involve providing that specialist with some of your personal information. We will not provide that specialist with any details about your matter.
- 5.3 You agree that we may pass the AML specialists costs on to you as a disbursement. We believe that these costs are reasonable, and the use of the specialist is more cost effective than conducting the AML checks ourselves.
- 5.4 During the AML process, the AML specialist may be in contact with you, requesting further information or documents so that they can complete the process. Please feel free to contact us to confirm whether the necessary documents are required or with any questions you may have.
- 5.5 As at the date of these Terms, the AML specialist we use is First AML. However, this may change at any point where we believe we can obtain a better solution for our clients from another specialist.
- 5.6 As a reporting entity lawyers are required to make suspicious transaction reports and wire transfer reports when applicable to satisfy the legal obligations placed upon reporting entities by the Act. Similar enquiries may be necessary to satisfy statutory obligations on lawyers with respect to the FACTA (Foreign Account Tax Compliance Act (USA)).

6. GST

- 6.1 Goods and Service Tax (GST) may be payable by you on our fees and charges. Any fee estimate provided is given as excluding GST unless otherwise stated.

7. Invoices

- 7.1 We may send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense or at significant milestones of an ongoing matter.

8. Payment

- 8.1 Invoices are payable ten (10) working days following the date of the invoice, unless funds are held on account in which payment becomes due on issuing of the invoice, except where alternative arrangements have been made with us in writing. We may require interest to be paid on any amount which is overdue. If we require interest to be paid, interest will be payable from the due date of the invoice until the date of final payment (both before and after any judgment). Interest will be calculated at a maximum of the business overdraft rate charged by our bank as at the close of business on the date payment became due plus 3%. You will be liable for all our collection costs, including legal costs on a solicitor own client basis.

- 8.2 It is your responsibility to check the account number when making any payments to our Trust Account. It's not unknown for hackers to access email accounts and alter details.

Important – to avoid scam and hacking risk please retain this for future reference, and feel free to call us to confirm the details below should you have any doubts.

Payment of your invoices should be made to the following bank account:

Account Name: Stace Hammond Trust Account

Bank: Westpac Bank, Victoria Street, Hamilton

Account Number: 03-0318-0049162-00

Swift Code: WPACNZ2W

- 8.3 You authorise us to deduct from any funds held on your behalf in our trust account for any debt owing to us in accordance with these Terms.

- 8.4 We can accept payment by credit card facilities for our legal fees with applicable merchant fees.

9. Professional Indemnity Insurance

- 9.1 We hold professional indemnity insurance with \$5m cover per claim, and \$10m in total.

10. Lawyers Fidelity Fund

- 10.1 The Law Society maintains the Lawyers Fidelity Fund for the purposes 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. 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.

11. Complaints

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

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

- 11.3 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, you may refer your complaint to Murray Grant, our standards review officer.

He may be contacted as follows:

- by telephoning him on +64 7 838 0292 or +64 21 924 854;
- by email at murrayg@shlaw.co.nz;
- by letter to any of our offices.

- 11.4 The New Zealand Law Society also maintains a complaints service and you are able to make a complaint to that service. To do so you should contact the Law Society:

New Zealand Law Society
PO Box 5041
Lambton Quay
Wellington 6145
Phone: 0800 261 801

12. Reducing your Legal Costs

- 12.1 You can reduce legal costs with telephoning us (or emailing us) with several queries at once, rather than individual calls with individual queries. We will endeavour at all times to assign tasks to you that we consider you are able to undertake, rather than having us do them and charging you for it.

13. Third Parties

- 13.1 Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may, at your request or with your approval, be directed to a third party, nevertheless you remain responsible for payment to us for any invoice raised on your matter if the third party fails to pay us. Any tax obligations that the third party may have with regard to our invoices is a matter between that third party and their accounting advisors.

14. Personal Guarantee

- 14.1 You agree, by signing our engagement letter and/or continuing to provide us with instructions, that you guarantee to meet our fees. If you are signing on behalf of a company, partnership, trust or other entity, you acknowledge and agree to personally guaranteeing to meet any liability to the firm created under this engagement. Further, by signing this letter, you are acknowledging the personal benefit you derive from having us undertake work on either your behalf, or on behalf of the entity you are signing on behalf of.

15. Confidentiality

- 15.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. 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; or
 - (b) To the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers.
 - (c) To the extent required by law to meet AML/CFT, FATCA, IRD or any other third-party compliance requirements.
- 15.2 Confidential information concerning you will, as far as practicable, be made available only to those within our firm who are involved in the provision of legal services for you.
- 15.3 We will not disclose to you any confidential information which we have in relation to any other client.
- 15.4 Specifically in relation to AML compliance requirements, where a suspicious activity report has been made about you, the person who has made that report is not able to tell you about its existence nor give you access to any information about that report. Further, you do not have the right to request information in that report be corrected.

16. Termination

- 16.1 You may terminate our retainer at any time.
- 16.2 We may terminate our retainer for any breach of these Terms by you, or in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
- 16.3 If our retainer is terminated you must pay us:
- (a) All fees due up to the date of termination and all expenses up to that date; and
 - (b) Our fees for attendances after termination of the retainer if those attendances are required to conclude arrangements with third parties, for example meeting undertakings or applying to the court to seek leave to withdraw.

17. Retention of files and documents

- 17.1 You authorise us (without further reference to you) to destroy all files and documents for this matter (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.
- 17.2 You agree and acknowledge that we may, in the normal operation of business, transfer electronic copies of your documents to be stored outside of New Zealand in a different jurisdiction. You agree and acknowledge that such jurisdictions do not fall under New Zealand law, nor do the obligations provided under the Privacy Act 2020 apply in that jurisdiction. That jurisdiction may not have legislation that is comparable to the Privacy Act 2020. We, and our agents, will use our reasonable endeavours to store the information within jurisdictions that have, we reasonably believe, legislation that is comparable to Privacy Act 2020, and we, and our agents, will secure your data within industry standards so as to help limit the risk of the information being accessed by an unauthorised party.

18. Conflicts of Interest

- 18.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of the existence of a conflict and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

19. Duty of Care

- 19.1 Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

20. Trust Account

- 20.1 For the purposes of holding funds on trust for clients, we maintain a trust account. If we are holding significant funds on your behalf we will normally lodge those funds on interest bearing deposit with a bank. In that case we will charge an administration fee of 2.5% of the interest derived (maximum administration fee of \$200 per annum).

21. General

- 21.1 These Terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.
- 21.2 You agree that we may send you electronic messages that may be unrelated to your engagement of our services. These will mostly be information based, seeking to keep you up to date with changes in legislation that we believe our clients may generally find of interest, but are not intended to be taken as being advice. However, at times these may include commercial electronic messages as defined under the Contract and Commercial Law Act 2017. These messages will provide you with an ability to easily unsubscribe from future electronic messages that do not relate directly to our engagement. However, you may also email us directly if you do not wish to receive these messages.

SCHEDULE A

Partner	\$450 - \$800
Special Counsel	\$350 - \$1,500
Associate	\$350 - \$420
Solicitor	\$205 - \$350
Legal Executive	\$150 - \$200
Legal Intern	\$80