



O'Brien Legal Limited Terms of Engagement

Introduction

These Terms of Engagement set out the standard terms on which O'Brien Legal Limited, a New Zealand limited liability company, provides legal services to clients. These terms apply to any current work and any future work I do for you, unless I agree with you in writing that different terms will apply to a particular matter. If these terms are inconsistent with any engagement letter or other written agreement I have with you, that engagement letter or other agreement will prevail to the extent of the inconsistency. O'Brien Legal Limited complies with the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers ("Rules of Conduct").

Rachel O'Brien is the principal lawyer of O'Brien Legal Limited. References to 'I', 'me', or 'my' in these Terms refer to O'Brien Legal Limited.

The Client Care and Service Information I am required to provide to you is set out below.

Agreement

My client on any particular matter will be the party identified as such in the engagement letter for the matter or as otherwise agreed ("you").

These terms apply whenever you ask me to carry out work for you. You do not need to sign these terms for them to take effect. By instructing me, continuing to instruct me, or accepting legal services from me, you agree that these terms apply to my engagement by you.

I may update these terms from time to time. Any updated terms will apply to any work I start for you after I have notified you of them or sent you the updated version. If you have any questions, please contact me.

Scope of Services

I will provide legal services in accordance with your instructions and as outlined in my engagement letter. The engagement letter will confirm that I am responsible for overseeing your work. In acting for you, I have the usual authority of a lawyer to take steps reasonably required in relation to your matter, including incurring reasonable expenses and, where appropriate, engaging barristers, experts, agents, or other law firms in New Zealand or overseas to assist with specific aspects of your matter. It's important that we have a clear understanding of your instructions and expectations, so please let me know if you have any specific requirements.

My advice is limited to New Zealand law. If I assist you on matters governed by foreign law, I do so on the basis that I do not accept any responsibility for your legal position under that foreign law. My services do not include legal advice on tax-related issues, investment advice, or insurance advice. If you require advice in these areas, I recommend seeking assistance from a specialist such as an accountant, financial adviser, or insurance professional.

My duties are owed to you alone. Unless we agree in writing or the law requires it, my responsibilities do not extend to others, such as shareholders, related companies, directors, employees, or family members. If anyone else wants me to act for them, they must enter into a separate agreement with me.

My advice is for your benefit only. No other person may rely on it without my prior written consent. You must not disclose, refer to, or use my advice other than for the purpose for which it was sought, and you must not use my name or opinions in any public document, such as an offering document, financial report, or other public statement, without my written consent.

My advice applies only to the specific issues I address and does not extend to anything else. Once I complete my work on a matter, my representation of you will end. I am not obliged to notify you of any subsequent changes in the law or to provide further services related to that matter.

Estimates

You may request an estimate of my fee for undertaking the services at any time. If possible, I will provide an estimate, which may be a range between a minimum and maximum amount or a specific amount for a particular task or step. An estimate is not a quote.

Any significant assumptions in the estimate will be stated, and you must tell me if those assumptions are incorrect or change. I will inform you if I am likely to exceed the estimate by a substantial amount. Unless specified, an estimate excludes GST, disbursements, and expenses.

Fees and Disbursements

My fees will be charged in accordance with the New Zealand Law Society's requirements that fees be fair and reasonable. Unless we agree otherwise, my fees are based on the time spent on your matter, charged at my hourly rates, and adjusted as appropriate to reflect relevant factors, including:

- Specialised knowledge.
- Urgency.
- The results achieved.
- The importance of the matter.

Unless I tell you otherwise, my rates and cost estimates do not include GST.

Disbursements and office expenses may be charged separately and itemised on invoices. Disbursements may include third party costs such as search fees, registration fees, court filing fees, travel costs, agents' fees, experts' fees, barristers' fees, and other external costs reasonably incurred in connection with your matter.

If your instructions are not completed for any reason, I will charge you for the work I have done, and any costs incurred up to that point.

Invoices

I will send interim invoices to you, usually monthly, and on completion of the matter or termination of my engagement. I may also send an invoice when I incur a significant expense or undertake a substantial amount of work over a shorter period. All invoiced amounts are payable in New Zealand dollars.

Payment Terms

Invoices are payable within 14 days of the invoice date unless we have agreed on alternative arrangements.

If you have difficulty paying any of my invoices, please contact me promptly to discuss payment options.

If your account is overdue, I may:

- a) Charge interest on overdue payments at a rate of no more than 5% per annum above the prevailing indicator lending rate of my bank.
- b) Stop work on any matters in respect of which I am providing services to you.
- c) Require an additional payment of fees in advance or other security before recommencing work.
- d) Recover from you the costs I reasonably incur in seeking to recover the amounts owed, including legal costs and any collection agency fees.

Conflicts of Interest

I am obliged to protect and promote your interests to the exclusion of third parties and myself, as required by the Rules of Conduct. This may result in situations where a conflict of interest arises.

I have procedures in place to identify and manage conflicts of interest. If a conflict arises, I will inform you and follow the requirements of the Rules of Conduct. In some cases, this may mean I can no longer act for you and may need to terminate our engagement.

If you believe a conflict of interest has arisen or may arise, please inform me immediately.

Termination of Engagement

You may terminate our engagement at any time by providing notice. I may terminate this agreement in the circumstances permitted by the Rules of Conduct. In either case, you must pay my fees for services provided and all disbursements and expenses incurred up to the date of termination.

Insurance

I hold professional indemnity insurance cover of NZD \$1,200,000 that meets the New Zealand Law Society requirements.

Limitation of Liability

To the extent permitted by law, my total aggregate liability to you (and to any other person who may be entitled to claim through you or in connection with the same matter) in connection with any matter, or series of related matters, is limited to an amount equal

to five times my applicable fee for that matter or those related matters (excluding GST, disbursements, and expenses), provided that this liability is in all cases capped at the amount available to be paid out for that liability under any relevant professional indemnity insurance held by me (set out above).

The limitations in this clause apply to liability:

- a) Of all kinds, whether in contract, tort (including negligence), equity, under statute, or otherwise.
- b) Arising from any aspect of my involvement in any matter, including the provision of professional services, the use, storage, and transmission of data or information, and the use of any electronic communications.

I will not be liable for any loss or damage caused or contributed to by inaccurate, incomplete, misleading, or unavailable information supplied by you or by third parties, including public registers, agents, experts, or other external sources on which I reasonably rely.

To the extent permitted by law, I will not be liable for any indirect, consequential, special, exemplary, or punitive loss, or for any loss of profits, revenue, business, opportunity, goodwill, anticipated savings, or data, whether such loss is direct or indirect.

The Consumer Guarantees Act 1993 will not apply if you are in business and acquiring my services for business purposes. If the Consumer Guarantees Act 1993 does apply, nothing in these terms excludes or modifies any guarantee, right, or remedy available under the Act.

Confidentiality

I am committed to protecting the privacy and confidentiality of all information you share with me. I will not disclose your confidential information except to the extent authorised by you, required or permitted by law, required or permitted by the Rules of Conduct, or reasonably necessary to carry out work for you. You are not entitled to any confidential information I hold in relation to any other client or prospective client.

Your information will be managed in accordance with the O'Brien Legal Privacy Policy (the latest version is available on the O'Brien Legal website).

Intellectual Property

I retain all ownership rights in all intellectual property of any kind created by me for you. Subject to payment of my fees and disbursements, you may use documents and advice I prepare for you for the purpose for which they were created, but you must not reproduce them, provide them to any third party, or use them for any other purpose without my written consent.

Artificial Intelligence

From time to time, I may use artificial intelligence software and related tools to assist with legal research, legal drafting, document review, discovery work, administrative tasks, responding to emails, and answering phone calls. Any such use will be subject to my professional obligations, and I will remain responsible for the legal services I provide to you. I will exercise appropriate professional judgment and oversight over any use of

artificial intelligence in connection with your matter, and I will review and assess material outputs before relying on them or using them in delivering legal services to you.

When using artificial intelligence tools, I will take reasonable steps to protect confidentiality and privacy, including seeking to limit the disclosure of identifiable or sensitive information where appropriate and using providers, settings, or processes I consider reasonably appropriate in the circumstances. You acknowledge that some artificial intelligence tools may be provided by third parties and may process, store, or transmit information in New Zealand or overseas. Any such use will remain subject to my obligations of confidentiality, privacy, and legal professional responsibility.

I may decide, in my discretion, not to use artificial intelligence tools, or to limit their use, for particular matters, documents, communications, or tasks, including where I consider the subject matter to be especially sensitive, legally privileged, confidential, privacy-sensitive, strategically important, or otherwise unsuitable for such tools.

Due Diligence Obligations

I am required to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, the Tax Administration Act 1994, sanctions laws, and other applicable laws and regulatory requirements. This includes carrying out customer due diligence on you and, where applicable, individuals and entities associated with you.

I may need to collect and verify information about you and others associated with you to meet these obligations. I may not be able to begin acting, or to continue acting, for you until I have completed these requirements, and I may ask you to provide updated information from time to time so that my records remain current.

Electronic communications

Unless we agree otherwise, I may communicate with you and others by email or other electronic means. These communications can sometimes be intercepted, tampered with, or affected by viruses or other issues ("corruption"). I am not responsible for any loss or damage caused by corrupted electronic communications.

If you are ever unsure about the authenticity of a communication or document that appears to come from me, please contact me immediately.

You must not rely solely on email, bank account details in an email, or any electronic communication as authority to pay money or to change payment instructions. Before transferring funds to any account in connection with my services or a transaction I am involved in, you must verify the relevant payment instructions by directly contacting me using independently obtained contact details. I will not notify you of any change to my bank account details solely by email. I will not be liable for any loss arising from cyber-fraud, interception, hacking, impersonation, or other fraudulent diversion of funds where you do not comply with this verification requirement.

Governing Law

These Terms of Engagement are governed by New Zealand law. Any disputes will be subject to the exclusive jurisdiction of the New Zealand courts.

Trust Account

O'Brien Legal does not operate a trust account. If your matter requires client funds to be held on trust, I may require those funds to be held by another law firm or an appropriate third party on terms to be agreed.

Further Information

Client Care and Service Information is set out in Appendix 1.

Appendix 1: Client Care and Service Information

At O'Brien Legal, I am committed to following the Rules of Conduct and Client Care for Lawyers. To help you understand your rights, I've outlined some key points about those rules and the options available to you as a client.

Client Care and Service

No matter what legal services I provide, I will:

- 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 your objectives with you and how they should best be achieved.
- Provide you with information about the work to be done, who will do it, and how the services will be delivered.
- Charge 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.
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

The Rules of Conduct and Client Care for Lawyers outline these obligations, but they are also subject to our broader duties to the courts and the justice system.

If you have any questions, feel free to discuss them with me or contact the New Zealand Law Society at www.lawsociety.org.nz or by calling 0800 261 801.

Complaints

I take complaints seriously and have procedures in place to ensure they are handled quickly and fairly.

If you have concerns about my services or fees, please contact me directly:

- Email: rachel@obrienlegal.co.nz
- Phone: 027 567 8585

Alternatively, you can contact the New Zealand Law Society's complaints service by:

- Calling 0800 261 801
- Emailing complaints@lawsociety.org.nz or
- Visiting their website at www.lawsociety.org.nz.

Compliance obligations

I am required to comply with all applicable laws, including (but not limited to):

- Anti-money laundering and countering financing of terrorism laws; and
- Laws relating to tax and client reporting and withholdings.

To meet these obligations, I may need to carry out customer due diligence on you, anyone acting on your behalf, and other relevant persons such as beneficial owners or controlling persons. I may not be able to start or continue acting for you until this is completed.

To ensure compliance, I may also need to provide information about you or related persons to third parties such as government agencies. In some cases, I may not be able to notify you if I am required to share this information. Please ensure that anyone involved is aware of this and consents to it. It is also important that all information provided to me is accurate. If information is missing, incorrect, misleading, or in breach of any law, I may need to terminate the engagement.

Keeping your records

I will retain or dispose of your records in accordance with my Terms of Engagement and applicable law. Unless I agree otherwise, you authorise me, without further reference to you, to destroy or delete files and documents relating to a matter seven years after that matter has been completed. I will provide copies to you on request in accordance with my obligations under the Privacy Act 2020, and I may charge my reasonable costs of doing so.

Professional Indemnity Insurance

I hold professional indemnity insurance that meets the minimum standards set by the New Zealand Law Society. I can provide details of these minimum standards on request.

Limitations on extent of our obligations or liability

Limitations on my obligations to you, or any exclusions of liability, are set out in my Terms of Engagement. Any other limitations will be communicated to you in writing.

Lawyers' Fidelity Fund

The New Zealand Law Society operates the Lawyers' Fidelity Fund to protect clients from losses caused by theft by lawyers. The fund can compensate up to NZ\$100,000. However, it generally does not cover losses related to money a lawyer is instructed to invest on a client's behalf.

If you have further questions, please don't hesitate to get in touch.