

TERMS OF ENGAGEMENT AND CLIENT INFORMATION

Introduction

These terms of engagement apply in respect of all current and future services that we provide to you, except to the extent that we otherwise agree with you in writing.

The terms also include certain information relating to the provision of our services as required by the *Law Society's Rules of Conduct and Client Care for Lawyers*.

Services

The services we are to provide for you are outlined in our Letter of Engagement.

Duty of Care

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.

Persons Responsible for the Work

The name and status of the person who will have the general carriage of or overall responsibility for the services we provide for you is set out in our Letter of Engagement.

What customer checks will be done?

We are required to comply with all laws binding on us in all applicable jurisdictions, including:

- the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and
- the United States Foreign Account Tax Compliance Act, the intergovernmental agreement between the United States and New Zealand relating to it, and relevant provisions of the Tax Administration Act 1994 (together, FATCA).

We will perform customer due diligence and account monitoring, keep records, and report any unusual or suspicious transactions where required by the AML/CFT Act, FATCA, or any other law.

We may also be required to assist any bank or other entity with whom we transact as your agent, or with whom we deposit money on trust for you, to comply with that entity's legal obligations in any jurisdiction.

We will periodically advise you what information and documents are required for these purposes. These purposes may relate to you, any other relevant person (eg any beneficial owner), the source of funds/wealth, the transaction, the ownership structure, tax identification details, and any other relevant matter. Please provide the information and documents requested promptly.

We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency or court as required by law.

We or the bank or other entity (as the case may be) may:

- suspend, terminate, or refuse to enter into a business relationship with you;
- delay, block, or refuse to process a transaction (including by refusing to handle and deposit money on trust for you); and
- report a transaction,

without notice to you if:

- the required information or documents are not provided; or
- it is suspected that the business relationship or transaction is unusual, may breach any applicable law, or may otherwise relate to conduct that is illegal or unlawful in any country.

Confidentiality

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:

- to the extent necessary or desirable to enable us to carry out your instructions;
- to comply with any legal requirement, including any applicable law, court order, other judicial process, or the requirements of a regulator, and as otherwise required or permitted by law;
- to the extent required by the Law Society's Rules of Conduct and Client Care for Lawyers; or
- to provide our debt collection agency with your contact details and proof of identity in the event you fail to comply with our Terms of Payment.

We will sometimes need to collect, use and disclose personal information about your employees, directors or other people associated with you or with your transactions (including any principals or beneficiaries for whom or for whose benefit you are acting) to carry out your instructions or to comply with any legal requirement. Please make sure that these people are aware that our acting for you may involve collecting, using and disclosing personal information about them.

We will comply with all applicable laws (including the Privacy Act 1993) when we collect, use and disclose personal information about you.

We will of course, not disclose to you confidential information which we have in relation to any other client.

Client Care and Service

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

Whatever legal services we are providing, 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.*
- *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. 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.

Professional Indemnity Insurance

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

Lawyers' Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund for the purpose 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 \$100,000.00. 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.

Complaints

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

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.

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 our Practice Manager who may be contacted as follows:

- By letter
- By email: shirley@gressons.co.nz
- By telephone: 03 687 8004

The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

Limitations on Extent of our Obligations or Liability

Our services to you will not include investment, financial or tax advice. Any other limitations on the extent of our obligations to you or any limitation or exclusion of liability are set out in our Letter of Engagement.

General

These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

We are entitled to amend these terms from time to time. You will be notified in writing or by the new terms being placed on our website. The new terms will apply to all services from the date we write to you or place the new terms on our website.

Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.