

CR LAW CLIENT SERVICE AGREEMENT

Welcome to CR Law

1. We are pleased to assist you. This is our Client Service Agreement and is the basis for us agreeing to provide professional legal services. Please read this document carefully.
2. “CR Law” or “We” means the law partnership trading as CR Law and as Cooper Rapley and includes partners, employed lawyers and staff.

What CR Law promises you

3. CR Law’s first duty is to uphold the rule of law. Our lawyers owe overriding duties to New Zealand Courts.
4. CR Law promises you to:
 - 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 can 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.
5. CR Law is not qualified to give you investment advice. You should get that advice from a qualified financial advisor. Whether or not a transaction meets your financial objectives or not is a matter for you to decide and CR Law does not offer advice on the financial wisdom of a transaction or whether it meets your financial objectives. Unless tax advice is expressly offered any tax

implications of any transaction must be determined by you in consultation with your accountant.

6. CR Law has procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.
7. CR Law holds professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society under the Lawyers and Conveyancers Act (Conveyancers Registration and Practice) Regulations 2008.
8. CR Law maintains 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 the Practice Manager. The Practice Manager may be contacted as follows:

- By letter;
- By email at law@crlaw.co.nz;
- By telephoning at (06) 353 5210.

The 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.

The New Zealand Law Society

Street address: Level 7, Law Society Building, 26 Waring Taylor Street, Wellington 6011

Postal address: PO Box 5041, Lambton Quay, Wellington 6145 (DX SP20202)

Telephone: (04) 472 7837

Fax: (04) 473 7909

Fees, expenses and disbursements

9. CR Law will charge fair and reasonable fee calculated based on a range of factors approved by the New Zealand Law Society. These factors are:
 - The time and labour expended;
 - The skill, specialised knowledge and responsibility required;

- The importance of the matter and the result achieved;
- The urgency;
- The complexity or novelty of the questions involved;
- The experience, reputation and ability of the lawyer requested by the client;
- The reasonable costs of running a practice; and
- The fee customarily charged in the locality for a similar level of service.

All these factors will be considered in setting a fair and reasonable fee for our legal services. In relation to the first factor, time will be recorded on a time expended basis. You are entitled to request an estimate of our fees and charge out rates. We charge an office administration fee of 5% of fees to cover office expenses.

10. In providing services we may incur disbursements or have to make payments to third parties on your behalf. Examples are Court filing fees, LandonLine charges, registration charges or accommodation and travel expenses. These will be included in our invoice to you when the expense is incurred. You authorise us to incur these disbursements without seeking your prior approval. We may require an advance payment for the disbursements or expenses which we will be incurring on your behalf.
11. Other than transactional matters where the fees and expenses are payable on settlement date, our accounts are payable within 14 days following the date of the invoice. We may require an advance payment of our anticipated fees, or to provide security for our fees and expenses. For longer term matters, interim invoices will be rendered every three months. Interest may be charged on any amount which is more than 1 month overdue. Interest will be calculated at the rate of 15% per annum calculated daily. If any account is not paid on time we may decide not to carry out further work or incur further disbursements.

If we hold your money in our trust account and we have rendered an invoice to you, you irrevocably direct that we may deduct our fees and disbursements from the money held in our trust account.

If you pay by cheque your payment is made when the cheque is cleared.

Acceptable methods of payment are:

- Direct Credit (this is the preferred method of payment);
- A cheque made out to CR Law;

- Cash/Eftpos payments; and
 - Credit cards (Master Card or Visa only are accepted).
12. If you are in default of payment and recovery action is commenced, you will be required to pay all costs and expenses if recovery action is necessary to recover from you, any overdue amount. GST is payable by you on our fees and charges including late payment interest.

The limits of our liability to you

13. CR Law's liability to you is limited.
14. CR Law is not liable to you for any loss whatever or however it arises from investment losses.
15. CR Law is not liable to you for any claim whatever and however caused if you do not notify us of a potential claim within 12 months of you becoming aware of the circumstances giving rise to the claim.
16. CR Law is not liable for any loss, expenses, costs or damages whatever and however it arises for any act or omission in relation to any matter conducted on your behalf, or otherwise for an amount exceeding \$1,000,000, or the sum specified in the scale below, whichever is the lesser:
- (a) \$300,000, if the total fee charged for the matter is equal to or less than \$5,000: or
 - (b) \$400,000, if the total fee charged for the matter is greater than \$5,000, and less than or equal to \$30,000.
17. All claims arising from the same act or omission must be treated as a single claim to which the limitation sum applies and must in no circumstances whatever and however exceed CR Law's insurance cover.
18. If you make a claim in any jurisdiction that exceeds the limitation amount in this clause or outside the time limits in this clause, then you must pay CR Law's or any present or past partner's actual and reasonable legal costs in defending that claim whether or not the final outcome results in an award less than the limitation sum.
19. The Lawyers' Fidelity Fund administered by the New Zealand Law Society gives you some protection against theft of your money, up to NZ\$100,000.00, if it is held by us, in our Trust Account or (subject to the qualification below) in an interest bearing deposit account (either on call or for a fixed term). That protection will not apply where you have instructed us to invest your money in an investment that is excluded from cover by the Lawyers' Fidelity Fund (such as the purchase of shares on a stock exchange, the deposit of funds for investment purposes or the purchase of an annuity).

General matters

20. CR Law may suspend (temporarily stop) work on your file if you have not:
- Paid our invoices on time;
 - Given us information that we have asked for; and
 - Done something that we have asked you to do.
21. 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 if the third party fails to pay us.
22. 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) seven (7) years after our engagement ends or earlier if we have converted those files and documents to an electronic format. At our option instead of storing information we may return it to you.
23. These terms apply to any current service and also to any future service CR Law provides you.
24. Provision of good legal advice is based on good communication. Good communication is our joint obligation. You will:
- (a) clearly identify the issues, concerns and objectives you have;
 - (b) provide us with timely instructions;
 - (c) not withhold information that may affect the advice we may give;
 - (d) be available to respond to queries; and
 - (e) co-operate in any procedures required to be completed under New Zealand law.