

1. Our Standard Terms

- 1.1 These terms apply to our current and future services to you unless we agree otherwise in writing. By continuing to instruct us you accept these terms, and no signature is required.
- 1.2 These terms include information required under the Rules of Conduct and Client Care for Lawyers made by the New Zealand Law Society (**Rules of Conduct**).
- 1.3 Each client (if more than one) engaging us is jointly and severally liable to us under these terms.
- 1.4 In these terms, a reference to “we” or “us” means Wynn Williams and includes our successor partners and any successor entity.
- 1.5 We may change these terms at any time and will publish the changed terms on our website. The changes will apply to any services you engage us for after their publication.
- 1.6 These terms are deemed to be modified to the extent necessary to comply with applicable legislation and the Rules of Conduct.

2. Scope of our Role

- 2.1 We will represent and advise you on legal matters that fall within the scope of your instructions.
- 2.2 We will act in accordance with your instructions and any applicable professional or legal obligations. We will provide our services to you in a professional manner.
- 2.3 Our duty of care is to our client identified by us in our engagement correspondence or confirmation of instruction. We do not owe any duty of care or liability to any other person. Our advice is given for your sole benefit and in your interests. Any other person wishing to rely on our advice can do so only if we expressly agree in writing.
- 2.4 If we provide services to your related or associated entities during our engagement, those services will be subject to these terms (and you must ensure those entities agree to be bound by these terms).
- 2.5 You authorise us to act on instructions from, and correspond by any electronic or other means with, any of your employees with apparent authority regarding a matter unless you expressly withdraw that authority.
- 2.6 You may not transfer or assign your rights or obligations under these terms or in relation to any engagement of us.
- 2.7 Our name and opinions may not be used in connection with any public document or statement without our written consent. Unless required by law, you may not provide our advice to any third party, file our advice with any governmental agency or upload or publish our advice or any document produced or revised by us on any external or public tools or platform without our consent.
- 2.8 Our advice is limited to the matters stated in it and does not apply by implication to any other matters.
- 2.9 We do not provide taxation, financial, accounting or investment advice but will, if you request, assist you to obtain such advice.
- 2.10 We are only qualified to advise on New Zealand law. If we assist you with matters governed by foreign law, we do so without accepting any responsibility for your legal position under that foreign law.
- 2.11 At the conclusion of our work for you on a matter, our representation will end. We will only advise you further on issues arising from the matter (such as implementation dates, changes in relevant law or regulation, or post-transaction notifications) if you specifically engage us to do so.

3. Payment for our Services

- 3.1 Our fees are charged in accordance with the Rules of Conduct, which require that fees be fair and reasonable for the services provided. Our fees are generally charged on the basis of time spent on your matter, calculated based on the hourly rates of the lawyers and other professionals working for you, but may be adjusted to reflect the skill, specialised knowledge and responsibility required, the importance and complexity of the matter, the urgency and circumstances in which the work is undertaken, the benefit to you of our information resources and artificial intelligence (AI) and other technology tools, and the result achieved.
- 3.2 On request, we will advise you of our hourly rates for the people working on your matters and, where possible, provide an estimate of our service costs.
- 3.3 We review our hourly rates periodically, which may include adjustments due to the promotion of our lawyers based on their experience levels.
- 3.4 We may incur disbursements or engage external consultants or advisers on your behalf when required to provide our services to you.
- 3.5 We will charge you an allowance for office expenses calculated at 4.5% of our billed fees to cover the cost of routine copying, printing, binding, communications, technology costs and courier expenses.

- 3.6 We will charge you disbursements (for example filing and search fees, expert and consultant fees, barrister or overseas lawyer fees or travel expenses) separately to other fees and charges, and these will be itemised in our invoice.
- 3.7 If we place your money on interest-bearing deposit, we may charge a commission of 5% of the interest earned.
- 3.8 We may charge you a fee at our normal hourly rates for any customer due diligence or information gathering that we are required by law to undertake in respect of you, or for supplying information regarding our engagement at your request to you, your auditor or any other person.
- 3.9 Any goods and services tax (**GST**) applicable to our supply of services to you is payable by you and will be charged in our invoice.
- 3.10 If you are required by law to make any withholdings or deductions from amounts payable to us, you must gross-up those amounts so we receive the full amount we would have received otherwise.
- 3.11 On request, you must immediately pay us all money properly paid or payable by us on your behalf.
- 3.12 On request, you must pay us a retainer as security for our fees, disbursements, office expenses and GST.
- 3.13 We may issue interim invoices for our services, typically monthly.
- 3.14 We may deduct any invoiced fees, disbursements, office expenses or GST from funds held in our trust account on your behalf, except where we receive funds from you for a special purpose (other than as security for our fees) and those funds remain in our trust account for that special purpose.
- 3.15 Our invoices are payable in full on receipt, unless we deduct our fees from money we hold for you, or we specify otherwise in writing.
- 3.16 If we agree to address an invoice to another person, you remain responsible for paying any sum invoiced that the other person does not pay (plus any discount that ceases to apply due to non-payment).
- 3.17 If you do not make payment of an invoice within 14 days, then without prejudice to our other rights we may:
- (a) charge interest on the outstanding amount at 12% per annum (calculated daily) until payment is made;
 - (b) charge you collection costs on a solicitor/client basis;
 - (c) retain custody of your property (including documents or files) until all unpaid invoices are paid in full; and
 - (d) cease our work for you.
- 3.18 Unless we agree otherwise, all sums payable to us are payable in New Zealand currency.

4. Conflicts of Interest

- 4.1 We have policies in place to identify conflicts of interest. If a conflict of interest or potential conflict of interest arises, we will consult with you about the best way to resolve it.
- 4.2 We may act for other clients whose commercial or legal interests differ from yours. However, we will not act for you and another client on a matter without your consent where there is a more than negligible risk that we may be unable to discharge our obligations to you.
- 4.3 If we hold confidential information on your behalf but no longer act for you on that matter, we will ensure effective information barriers are in place to prevent any material risk of you being disadvantaged by our holding of that information. As necessary, information barriers will include limiting access to hard-copy files and electronic documents to appropriate personnel.

5. Estimates and Quotes

- 5.1 If we provide any estimate or quote (including any fixed fee arrangement), we do so subject to the following assumptions:
- (a) your instructions are complete and accurately describe our role;
 - (b) the matter will proceed and be completed as anticipated in your instructions and within any indicated, or a normal timeframe;
 - (c) you will provide any information or instructions we require to do our work in a timely and efficient manner;
 - (d) no unforeseen circumstances will arise and require additional work;
 - (e) all parties and other advisers involved in the matter will be co-operative and will not be unreasonable, and any third party or regulatory consents or approvals will be given in a timely manner and will not involve protracted negotiations.
- 5.2 Unless we specify otherwise in writing, GST, disbursements, and our office service charge are excluded from any estimate, quotation, or schedule of rates. Any cost breakdown we provide is indicative only, and we may adjust any component.
- 5.3 Any work you ask us to do outside the scope of our estimate or quotation will be charged for separately in accordance with our normal practice. This includes supplementary reporting or explanations, and any additional work required because any of our assumptions are incorrect. We will advise you if we become aware that any of the assumptions underlying an estimate or quotation are no longer valid.



6. Client and Personal Information

- 6.1 We will hold in strict confidence all information acquired through our work for you concerning you, your business, or your instructions. Exceptions apply only where you authorise disclosure (including in these terms) or where we or our service providers must do so by law.
- 6.2 The reverse also applies, and we cannot disclose to you information that we obtain through acting for other clients.
- 6.3 We are obliged to collect and hold certain personal information about our clients and associated persons under tax, anti-money laundering and countering financing of terrorism legislation. We may also receive personal information while acting for you.
- 6.4 You are not obliged to supply any information we request but, if you do not, we may not be able to act or continue to act on certain matters.
- 6.5 Any such personal information supplied to us by you or an associated person will be used by us for conducting our business, providing and marketing our services, complying with our legal obligations (including privacy, tax, and anti-money laundering compliance), and for any other specific purpose we inform you about or you authorise. We may also use that personal information, or provide it to third parties engaged by us, for verifying and monitoring the information, performing checks or making disclosures required by law, auditing our systems, credit checking, debt collection, and managing client funds. By supplying information to us, you authorise us and those third parties to use that information for those purposes.
- 6.6 You must ensure that any individual associated with you who provides us any personal information is aware of the purpose for which the information is collected and the provisions of this clause 6.
- 6.7 You must inform us about any change in information you have provided to us regarding your beneficial ownership or the persons acting on your behalf, and about any undisclosed nominee shareholders, nominee directors or nominee general partners you may have.
- 6.8 By instructing us you confirm that neither you, nor an associated person, is subject to any economic or financial sanctions, or any threat of economic or financial sanctions. You must inform us immediately if this position changes.
- 6.9 If any information supplied to us by you or an associated person is incomplete or inaccurate, or if we suspect that any matter we have been engaged on may breach any law or relate to unlawful conduct in any country, we may cease to act or to continue to act, and may delay or refuse to process any transaction (including a transaction involving funds in our trust account).
- 6.10 Any individual whose personal information is held by us has a right to access and correct that personal information unless we are entitled by law to refuse access. To do so please contact us at privacy@wynwilliams.co.nz. We may charge a fee for providing access and, if so, we will advise you of the cost in advance.

7. Trust Account

- 7.1 We will have no liability to you if we delay or do not conduct a trust account transaction because you have not provided information we reasonably require to our satisfaction.
- 7.2 In conducting any trust account transaction for you, we may rely on any instruction purporting to be signed by you or on your behalf, or any instruction that otherwise appears to us to be given by you or on your behalf (including email or online instructions). We will have no liability to you for giving effect to any instruction given by email or other online means if any system (including yours, ours, or any other person's) has been compromised.
- 7.3 We are not required to confirm your instructions with you or take any other steps to verify any of your instructions regarding a trust account transaction.
- 7.4 If your funds are to be placed on interest-bearing deposit, we are not responsible for obtaining the best available interest rate nor for any loss of interest due to any delay in placing your funds on deposit.
- 7.5 We will have no liability to you for any loss of amounts deposited with us on your behalf where the loss results from the insolvency, restructuring, act, omission, neglect, delay or default of a financial institution.
- 7.6 We will have no liability to you in connection with holding funds for you, complying with your trust account instructions, or any trust account transaction undertaken for you or at your request, except to the extent that the liability is caused by our fraud, wilful misconduct or gross negligence.

8. Use of Technology

- 8.1 We keep electronic client files and records. You authorise us to make electronic copies of all documents we receive from you or on your behalf. If we have made an electronic copy of a hard copy document, you also authorise us to destroy or dispose of it unless you first instruct us in writing not to.
- 8.2 We may transmit, store and process information we collect or produce using services that may be provided by third parties using facilities that may be outside New Zealand.
- 8.3 We may use AI, machine learning, generative AI, and other technology tools to assist in providing our legal services unless you first instruct us in writing not to. These tools may be used for tasks such as document review, legal research, drafting, data analysis, training of AI technology and administrative support.

- 8.4 Where we use third-party providers to handle data or provide AI or technology tools, we will take reasonable care to ensure that the provider is reputable and that your information is handled securely and in accordance with our professional and legal obligations. However, we cannot guarantee the absolute security of data handled by third-party providers and make no representation or warranty with respect to the security of their systems.
- 8.5 Our use of AI tools is solely to support our legal services to you. Unless we advise otherwise, outputs generated by AI tools are reviewed by our legal professionals before being provided to you and we do not provide AI tools or outputs as a standalone service. Nor do we provide any warranty as to the suitability of such tools or outputs for any purpose other than supporting our legal advice to you.
- 8.6 We will not be liable for any damage or loss in connection with corruption, interference or interception of, or viruses or other defects in, any electronic communication or any email being blocked by an email security system.

9. Intellectual Property

- 9.1 We retain all ownership rights in all intellectual property of any kind created by us for you. When you pay our fees and other money you owe us for our work you will have a non-exclusive licence to use our work for the purpose for which we provided it to you. That licence is personal to you and is not assignable (unless we agree otherwise in writing).
- 9.2 You may not reproduce our intellectual property or provide it to a third party without our express written consent.

10. Document Retention

- 10.1 We retain our files on each matter, and any documents you leave with us, for seven years after completion or termination of the matter. We may then destroy the files and documents. If you wish to make other arrangements, please advise us.
- 10.2 If you ask us to destroy any matter-related files or other documents, we will do so where practicable and where we are not otherwise obliged to retain them. If we destroy files or documents at your request, you waive any liability we may have in relation to the matter, files, or documents, and we will have no liability to you or a third party.
- 10.3 If you uplift your files or other documents at any time, we may make and keep copies of that material before you collect it.

11. Limitation of Liability

- 11.1 To the maximum extent permitted by law, our total liability to you in connection with any matter (or series of related matters) on which you engage us will not exceed:
- (a) NZ\$20,000,000, if an amount is available to be paid out under our relevant insurance policies in respect of our liability to you; and
 - (b) in any other case, the lower of an amount equal to five times our paid fees in the previous twelve months in respect of the matter (excluding our office expense charges, disbursements and GST) and NZ\$2,000,000.
- 11.2 The limitations in this clause 11 apply to liability of all kinds, whether in contract, tort (including negligence), equity or otherwise.
- 11.3 If we provide services to any persons or entities related to or associated with you or to anyone else at your request (whether or not we also advise you) on a matter (or series of related matters) on which you engage us, then our aggregate liability to you and all those persons and entities in respect of that matter (or series of related matters) will be subject to this limitation (and you must ensure that those persons and entities agree to this).

12. Indemnity

- 12.1 You will indemnify us and each of our partners and employees against any liability, loss, damage, cost, or expense (including legal expenses) suffered or incurred in connection with any claim, investigation, inquiry, or proceeding (**Claim**) against or into us or any of our partners or employees in connection with:
- (a) services we provide to you; or
 - (b) any trust account transaction for you or at your request,
- which is brought or made by any person other than you, except to the extent that the Claim arises because of our fraud, wilful misconduct, or gross negligence.
- 12.2 This indemnity is for the benefit of, and may be enforced by, us and our partners and employees.
- 12.3 This indemnity does not apply to any claim that you make against us.

13. Termination

- 13.1 Where you give us any instruction upon which we rely, you may not revoke that instruction. Otherwise, you may terminate our engagement on any matter at any time by giving us notice. We may also terminate our engagement at any time by giving you reasonable notice.
- 13.2 If our engagement is terminated, we will have no further obligation to update you, advise you of any matter or provide any further services to you. However, these terms will otherwise apply to our engagement notwithstanding termination, and you must pay to us all fees, disbursements and office expenses incurred to the date of termination.

14. Governing Law

- 14.1 These terms and any other agreement we have with you are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts.

15. Client Care and Service Information

Wynn Williams will provide you with the highest standards of client care. This is what you can expect from us. The following information is provided in accordance with the Rules of Conduct to assist you.

15.1 Fees

The basis on which our fees will be charged are set out in clause 3 of these terms.

15.2 Professional Indemnity Insurance

We hold professional indemnity insurance that exceeds the minimum standards specified by the Law Society. We will provide you with details on request.

15.3 Lawyers Fidelity Fund

The Law Society maintains the Lawyers' Fidelity Fund to provide protection against client losses arising from theft by lawyers. The maximum compensation from the Fidelity Fund is NZ\$100,000. The Fidelity Fund does not usually cover loss related to money a lawyer is instructed to invest on behalf of a client.

15.4 Complaints

We are committed to providing services that meet the highest professional standard and have policies and procedures aimed at ensuring that we do so.

However, we are aware that, despite our best efforts, instances may arise where you may feel that you have not received the standard of service or work that you expect from us. If this happens then we would like to know about it as soon as possible. We give our assurance that all complaints will be treated seriously.

If you have a complaint about the standard or timeliness of our service or work, the cost of our work, or any other concern relating to the firm, you may wish to discuss the matter in the first instance with the person who has overall responsibility for the services we provide to you.

If you do not wish to refer your complaint to that person, or you are not satisfied with their response, you may refer your complaint in writing to us by emailing complaints@wynnwilliams.co.nz. We will then arrange for one of our client care partners to contact you.

We promise to treat every complaint seriously and to provide a prompt and substantial response.

If the complaint is about the level of our fees, we will reassess the reasonableness of the fees taken, including an assessment of whether the services provided value for money to you and whether they were necessary and in your interest.

We are committed to resolving any issues as soon as possible. If, despite our best endeavours to deal with a complaint, you remain unsatisfied, or if you are not satisfied with the progress being made, you may raise the matter at any stage with the Law Society, which operates the Lawyers Complaints Service. To do so, phone [0800 261 801](tel:0800261801) to be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

15.5 Client Care and Service

Whatever legal services we are providing, we must:

- (a) act competently, in a timely way, and in accordance with instructions received and arrangements made;
- (b) protect and promote your interests and act for you free from compromising influences or loyalties;
- (c) discuss with you your objectives and how they should best be achieved;
- (d) provide you with information about the work to be done, who will do it and the way the services will be provided;
- (e) charge you a fee that is fair and reasonable and let you know how and when you will be billed;
- (f) give you clear information and advice;
- (g) protect your privacy and ensure appropriate confidentiality;
- (h) treat you fairly, respectfully and without discrimination;
- (i) keep you informed about the work being done and advise you when it is completed; and
- (j) let you know how to make a complaint and deal with any complaint promptly and fairly.



The obligations lawyers owe to clients are set out in the Rules of Conduct. 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 contact the Law Society on [0800 261 801](tel:0800261801).

15.6 **Persons Responsible for the Work**

We will keep you informed of the person or people who have overall responsibility for the services we provide for you. If we have not advised you in writing, then that person will be the person you have instructed to do the work.

15.7 **Limits on or Exclusions of Liability**

Provisions that limit the extent of our obligation to you or limit or exclude our liability are set out in clauses 2 (Scope of our Role), 7 (Trust Account), 8 (Use of Technology), 10 (Document Retention) and 11 (Limitation of Liability) of these terms.