

Section 3 General business terms

Introduction

The provision of legal services is regulated by the Legal Profession Uniform Law (Uniform Law). Under the Uniform Law, we are required to give you a costs agreement. The costs agreement we are required to give you is this Agreement for legal services which comprises:

- the price, other charges and other relevant details set out in Sections 1 and 2; and
- these business terms.

The information in this Agreement for legal services sets out the basis upon which legal services are to be provided to you and the work the subject of those services. The law of the State of the Partner responsible applies to this Agreement for legal services.

1 Billing arrangements and Credit Terms

Our usual policy is to issue a tax invoice on a monthly basis, but we may issue tax invoices on a more frequent basis depending on the nature of the work. All tax invoices are due and payable 14 days from the date of the tax invoice. Unless otherwise requested in writing, you consent to us sending our tax invoices to you by email.

2 Acceptance of offer

You may accept this agreement by signing and returning this document to us.

Upon acceptance, you agree to pay for our services on these terms.

3 Recovery of costs and interest charges

We will not take action for the recovery of our legal costs (professional fees and disbursements) until 30 days after a tax invoice has been given to you.

After the expiry of 30 days, we will charge interest on any unpaid amounts from the date of receipt of the account until payment in full, calculated in accordance with the Uniform Law using an interest rate equal to the Reserve Bank cash rate target as at the account date plus two percentage points.

4 Your rights

This section only applies to you if you are not a 'commercial or government client', as defined in section 170 of the Uniform Law. (A 'commercial or government client' includes a public company).

If this section applies to you, it is your right to:

- a) negotiate a costs agreement with us;
- b) negotiate the method of billing (e.g. task based or time based);
- c) request an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable; and
- d) seek the assistance of the relevant designated local regulatory authority in the relevant State (see clause 20 below) in the event of a dispute about legal costs.

Nothing in these terms affects your rights under the Australian Consumer Law.

5 Queries or concerns

If you have any queries or concerns in relation to our legal costs, in the first instance, we encourage you to raise them with us.

6 Payment methods

We may do one or more of the following:

- a) approve credit to commence work without first receiving money on trust;
- b) ask you to pay moneys into our trust account; and
- c) ask you for your credit card details.

We may decline to accrue or incur legal costs in excess of the amount that we hold in trust on your behalf, or for which credit is approved.

7 Authorisation to transfer money from trust account

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source, in furtherance of your work.

You authorise us to apply money held on trust to pay our legal costs in accordance with our obligations under Rule 42 of the Legal Profession Uniform General Rules. A trust statement will be forwarded to you upon completion of the matter.

8 AML/CTF laws

Our firm is subject to obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and associated rules (**AML/CTF laws**).

To meet these obligations, you agree to provide any information or documents we reasonably request. This may include:

- a) identity verification documents;
- b) details of beneficial ownership or control;
- c) information regarding the source of funds or source of wealth relevant to the engagement;
- d) other information reasonably required for us to conduct due diligence; and
- e) any updates to that information as circumstances change.

You warrant that all information provided under the AML/CTF Framework is accurate, complete and up to date, and you agree to notify us promptly of any changes to that information.

You acknowledge that:

- a) we may be required to request additional information from you during the course of the engagement;
- b) we may be required to report certain transactions or activities to the Australian Transaction Reports and Analysis Centre (**AUSTRAC**) without notifying you;
- c) if you fail to provide the requested information, or if we suspect that information provided is false, misleading, incomplete or cannot be verified, this may restrict or prevent our ability to act for you and may require us to suspend work or terminate the engagement; and
- d) if you fail to notify us promptly of any changes to the requested information this may affect our ability to act for you.

Any information that we collect for AML/CTF purposes will be kept by us in accordance with the AML/CTF laws, the *Privacy Act 1988* (Cth) and other applicable laws. The AML/CTF laws require us to report certain matters and prohibits us from informing you that a report has been made.

9 AML/CTF cost recovery

You agree that we may recover from you a reasonable portion of our costs of complying with the AML/CTF laws. This may include charges payable to third parties or otherwise arising in connection with the compliance process. This will be charged to you as a disbursement cost.

10 Record keeping and reporting

On completion of your work, or following termination (by us (see clause 11 below) or you (see clause 12 below)) of our services, we will retain your documents for 7 years, either in hard copy and/or electronic form.

You authorise us to destroy the documents after those 7 years. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely.

You may be liable for the cost of storing and retrieving documents in storage.

We are required to retain records provided for AML/CTF purposes for 7 years and to submit annual compliance reports to AUSTRAC.

11 Termination by us

We reserve the right to refuse to accept instructions, suspend our services or terminate this engagement if:

- a) any of our legal costs remain unpaid after they are due;
- b) you do not within 7 days comply with any request to pay an amount in respect of disbursements or future legal costs to us;
- c) you fail to provide us with clear and timely instructions;

- d) we are unable to complete customer due diligence to our satisfaction or in accordance with the AML/CTF laws;
- e) information necessary for us to comply with the AML/CTF laws is not provided or cannot be verified;
- f) by continuing to act for you, we would be required to act contrary to any legal, regulatory or professional conduct obligation;
- g) if in our discretion we consider it is no longer appropriate to act for you; or
- h) for just cause.

We will give you reasonable written notice of termination of our services. You will be required to pay our legal costs accrued or incurred up to the date of termination.

Unless prohibited by law, we may notify you of the reasons for termination. We are not liable for any loss arising from a refusal, suspension or termination of our services in these circumstances.

12 Termination by you

You may terminate our services by written notice at any time. You will be required to pay our legal costs accrued or incurred up to the date of termination (including cancellation or hearing allocation fees where applicable).

13 Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:

- a) we are entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all legal costs, interest and other moneys due to the firm have been paid; and
- b) our lien will continue notwithstanding that we cease to act for you.

14 Suspension of Work

We may at any time suspend all work for you:

- a) until payment in full of all our accounts for all matters in respect of which you have retained us where payment has not been made within our agreed terms; or
- b) if you fail to pay monies into our trust account within a reasonable time of a request by us.

15 Price and other charges payable on resolution or termination

We recognise that your matter may be resolved during the course of this price agreement prior to the completion of all of the scope of work. If this is the case, it may be unreasonable for you to pay all of the agreed price set out in Section 2.

If this price agreement is terminated pursuant to clause 11 or your matter concludes prior to our completion of the scope of work, you will be liable to pay and we will send you an account for the value of

the work performed to the date of the termination or conclusion of the matter. The amount you will be liable to pay will be a percentage of the agreed price corresponding to the percentage of the value of the scope of work we have completed. By way of example, if we have completed 80% of the value of the scope of work, you will be liable to pay 80% of the agreed price.

16 Privacy

The *Privacy Act 1988* (Cth) and other privacy legislation applies when we collect, use and disclose information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion (personal information). You agree that we may manage your personal information in accordance with our Privacy Policy available on our website <https://www.prolegis.com.au/privacy.php> as amended from time to time.

17 Confidentiality

We will keep confidential all confidential information received from you in the course of providing the legal services.

18 GST

Where applicable, GST is payable on our legal costs and will be clearly shown on our tax invoices. By accepting these terms you agree to pay us an amount equivalent to the GST imposed on these charges.

19 Variations and Extensions

It is possible that there will be significant events which will affect the agreed price set out in Section 2 above. Those events include:

- a) a change to the scope of work you ask Prolegis to provide; or
- b) alterations in instructions provided by you.

If the scope of work changes, we will advise you as soon as practicable and discuss with you a price for the changes in the scope of work before proceeding.

Where the scope of work changes and you enter into a new Agreement for legal services for additional work or, after Prolegis has delivered the work the subject of this agreement, you enter into a second or subsequent Agreement for legal services in relation to the same subject matter, the General Business Terms in this Section 3 shall be incorporated by reference into the new Agreement for legal services.

20 Governing law

The law of the State of the Partner responsible governs this agreement. The parties irrevocably submit to the exclusive jurisdiction of the courts of that State with respect to this agreement.