+ Terms of Engagement

Extra Law Limited (referred to in this document as **Extra Law**, **we** or **us**) wants you, the client, to know what to expect when you are engaging with Extra Law.

Our aim, therefore, is to enter into specific agreed contracts for services for the period of the engagement. We intend that, as much as possible, the agreed contracts for services would generally contain provisions covering similar issues to those below.

1. Application

These terms of engagement (**terms**) automatically apply to any engagement with Extra Law except where inconsistent with express provisions in a contract for service with Extra Law. Extra Law may change these terms at any time and publish them on the Extra Law website.

"We're Lawyers first"

2. Our commitment as lawyers

Extra Law will deliver its services to its clients in accordance with the fundamental obligations of lawyers set out in section 4 of the Lawyers and Conveyancers Act 2006, namely:

- to uphold the rule of law and to facilitate the administration of justice in New Zealand;
- to be independent in providing regulated services to clients;
- to act in accordance with all fiduciary duties and duties of care owed by lawyers to their clients;
- to protect, subject to overriding duties as officers of the High Court and to duties under any enactment, the interests of clients.

3. Confidential information

Extra Law will protect and hold in strict confidence all clients' confidential information, and confirms that it will not use or disclose a client's confidential information other than as required or permitted under the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (**rules**)

4. Documentation and other information

Extra Law's legal services will often be provided in a context where we are contributing to a client's own files (for example, as records under the Public Records Act 2005), rather than creating Extra Law's own files in respect of that work. However, any files created and maintained separately in respect of that

client's work during a period of engagement, will be retained securely for 7 years by Extra Law and after that may be securely destroyed.

5. **Intellectual Property Rights**

All intellectual property created or developed by Extra Law or an Extra Law team member in performing any services for a client will be owned by the client from the date of its creation.

Extra Law may use any of the intellectual property created by Extra Law or the Extra Law team member in performing any services for a client (**original client**), for the purposes of providing services to any of its other clients, provided that in performing such services for other clients, Extra Law does not disclose any confidential information of the original client without first obtaining the original client's written consent.

6. Limitation of Liability

To the extent permitted by law, Extra Law's total liability to a client in connection with any matter (or series of related matters) on which Extra Law is engaged is limited to $1 million.

As stated in paragraph 7 below, Extra Law team members are generally instructed and supervised by the clients, and Extra Law has no involvement in their work or advice on a daily basis. As such, Extra Law will have no liability to the client in respect of the services performed by an Extra Law team member during the period in which the Extra Law team member is engaged by Extra Law to carry out these services to the client, except to the extent that the loss claimed is caused by negligence or wilful misconduct or criminal or fraudulent acts on the part of the Extra Law team member.

"We're people too"

7. Nature of our services

Extra Law is New Law firm or an Alternative Legal Service Provider. It is generally expected that our services will be delivered through Extra Law supporting an assigned Extra Law team member in:

- temporarily acting in an in-house solicitor role,
- within a client's team,
- being hosted by the client at its premises,
- in a situation where the client has an identified resource shortage.

The Extra Law team member may be providing legal services either: as a general team member for a fixed term and for a set standard number of hours/days per week; or providing legal project services for agreed project deliverables and a set minimum level of engagement.

Extra Law expects that during an engagement, the client will provide the Extra Law team member with access to the client's computer network, a computer or similar device, and a desk, as is available to any other member of the client's team.

8. Commitment to our staff

Leave: If Extra Law has assigned an Extra Law team member to a client for a fixed term and for a set standard number of hours/days per week, a client is expected to permit absences of that Extra Law team member as follows:

- to take annual leave, either as disclosed on engagement or as mutually agreed with the client;
- to take sick leave;
- to attend regular or special meetings with other Extra Law staff on a reasonable basis;
- to take leave for continuing education and professional development on a reasonable basis.

Health and Safety: Extra Law will consult, cooperate and coordinate with the client hosting an Extra Law team member to the extent required to ensure that we, the client and the Extra Law team member each comply with our respective obligations under the Health and Safety at Work Act 2015 in respect of the engagement. Where an Extra Law team member is on a fixed term engagement at a client's premises, the client host agrees to Extra Law, at its discretion and cost, carrying out a safety audit or ergonomic assessment of the premises, and implementing any reasonable improvements as a result.

9. Termination of our services

A client may terminate Extra Law services at any time but must give at least one month's notice of termination in respect of a fixed term engagement with Extra Law which has a term longer than three months.

Extra Law may terminate an engagement on one month's notice where the relevant Extra Law team member or the Director of Extra Law are or will become incapacitated and unable to perform the services, or otherwise in accordance with the rules.

10. Billing Process

Extra Law's intention is to work with its clients to integrate, align and review billing processes to ensure prompt regular payment for Extra Law and an easy to follow process for clients.

Extra Law will usually issue progress invoices on or before the 3rd working day of the month during an engagement and/or a final invoice on completion of the engagement.

An Extra Law invoice is due for payment within 14 days of receipt. Extra Law reserves the right to charge interest on any undisputed amount in an invoice, that remains unpaid by the client after one month of receipt, at 10% per annum from the invoice date until the date of payment

If there is a disputed amount in respect of an Extra Law invoice, a client is required to notify Extra Law as soon as possible and no later than 10 working days after receipt of the relevant invoice. The client is required to continue to pay any undisputed portion of the invoice within 14 days of receipt.

11. Fees

Extra Law will usually charge fees for the provision of the Extra Law team member into a client's team, as the case may be:

- for the time engaged for a fixed term and for a set standard number of hours/days per week; or

- for the time spent on a project,

on an hourly rate basis (as is current at the start of an engagement). Any engagement of any other Extra Law personnel for legal services to the client, in addition to the services of the Extra Law team member, will be charged on an hourly rate basis (as is current at the start of any engagement) for the time spent. The fees charged by Extra Law will be in accordance with the rules.

Extra Law may offer discounts on its hourly rates including in respect of a fixed term engagement with Extra Law which has a term longer than three months. If a fixed term engagement is terminated at the client's convenience by one month's notice of termination prior to the expiry of the fixed term, Extra Law may charge fees, during the period from receipt of the notice of termination until one month after receipt, at the non-discounted rate for the set standard number of hours/days per week.

12. **Expenses**

Extra Law expects that an Extra Law team member, during an engagement in a client's team, will have access, at the client's cost, to all the client's stationery and similar equipment necessary to carry out their general team role as is available to, and at the same level of, any other member of the client's team. All other general office service charges incurred by Extra Law, such as stationery, photocopying, phone calls, postage and couriers, are included in Extra Law's hourly rates.

Extra Law expects that an Extra Law team member, during an engagement in a client's team, will be provided, at the client's cost, with all accommodation, meals, airfares, taxi fares and/or car hireage for mutually agreed travel as is available to, and at the same level of, any other member of the client's team. Where the client does not cover the cost of the Extra Law team member's expenses for mutually agreed travel, Extra Law will invoice the client for such external disbursements incurred by Extra Law for the Extra Law team member's accommodation, meals, airfares, taxi fares and/or car hireage.

Where Extra Law agrees with the client to provide access to landonline or QuickMap for the Extra Law team member to use for that client during an engagement, Extra Law will invoice the client for all search costs incurred by Extra Law for such access.

13. GST

Unless otherwise expressly stated, all fees and expenses are specified on a GST exclusive basis, with GST then charged on the supply at the rate required by law.

14. No Trust Account

Extra Law has elected to not operate a trust account, and will not be able to receive, in the course of providing legal services, any money or other valuable property in trust for any person.