

CONSILIUM AD LEX

an incorporated law practice
ABN 55 622 856 446

PO Box 2074
Templestowe Lower
Vic 3107 Australia
epost@adlex.com.au
+61 3 9858 2008

GENERAL PROCEDURES AND TERMS OF SERVICE

INCLUDING DISCLOSURE STATEMENTS PURSUANT TO DIVISIONS 3 AND 4 OF PART 4.3 OF THE LEGAL PROFESSION UNIFORM LAW, AND TERMS OF COSTS AGREEMENT PURSUANT TO DIVISION 4 OF PART 4.3 OF THE LEGAL PROFESSION UNIFORM LAW.

THIS DOCUMENT IS INCORPORATED IN THE LETTER OF ENGAGEMENT SENT TO YOU. PLEASE READ THIS DOCUMENT CAREFULLY AS IT CONTAINS DISCLOSURES, INFORMATION AND ESSENTIAL UNDERTAKINGS, RESPONSIBILITIES AND LIABILITIES THAT FORM PART OF YOUR AGREEMENT WITH US, WHICH YOU ACKNOWLEDGE YOU AGREE AND UNDERSTAND AND IN TERMS OF WHICH YOU MAKE INFORMED CHOICES ABOUT YOUR LEGAL OPTIONS AND THE COSTS ASSOCIATED WITH PURSUING THOSE OPTIONS. BY ENGAGING THIS LAW PRACTICE YOU WILL HAVE CONFIRMED THAT YOU HAVE SATISFIED YOURSELF THAT YOU UNDERSTOOD THIS DOCUMENT BEFORE ENTERING INTO AN AGREEMENT WITH US AND UNDERSTAND AND GIVE CONSENT TO THE PROPOSED COURSE OF ACTION AND CONDUCT OF THE MATTER AND THE PROPOSED COSTS AND WE CAN RELY ON THAT CONFIRMATION. THE LETTER OF ENGAGEMENT AND THIS DOCUMENT TOGETHER BECOME THE BINDING AGREEMENT BETWEEN US WHEN YOU HAVE ENGAGED US TO ACT FOR YOU.

PREAMBLE

You have contacted us in order to seek engagement of the law practice to provide you with legal services, and you have discussed in outline with the law practice the matters you would like to engage the law practice on.

Under Divisions 3 and 4 of Part 4.3 of the Legal Profession Uniform Law (“the Act”) we disclose to you the information relating to our general procedures and legal costs as set out herein. In addition, Division 4 of Part 4.3 of the Act allows a law practice and you (the client or prospective client) to agree on terms of service. The terms of service may include an agreement on how the law practice’s charges are to be calculated and paid, which forms part of the general procedures of the firm and is called a “Costs Agreement” under Division 4 of part 4.3 of the Act, and it may be enforced in the same way as any other contract.

The Letter of Engagement sent to you by us (the firm or law practice) is an offer to enter into an agreement, including a Costs Agreement, in accordance with and subject to the procedures and information and disclosures provided to you in compliance with Division 3 of Part 4.3 of the Act and as contained in this document.

If you accept these terms and disclosures, the Letter of Engagement and this document will together make up the complete agreement between you and the law practice for the matters set out in the Letter of Engagement (“Agreement”). If there is a conflict between this document and the Letter of Engagement, to the extent of the conflict the Letter of Engagement shall apply.

FORMS OF ACCEPTANCE

You will have accepted the offer and agreed to these terms and acknowledged that you have read and understood the Letter of Engagement and this document, including these terms, procedures and disclosures (i) by writing to us indicating your acceptance of this Agreement, or (ii) by returning a signed copy of the Letter of Engagement, or (iii) by returning a signed in blank copy of this document or (iv) by continuing to give us instructions following the day after this document was available to you. However, only when we have accepted further instructions from you and we have received the initial payment or security or retainer fee stipulated in the Letter of Engagement will you and this law practice have entered into a binding agreement. Until that time you may seek to negotiate with us certain of the terms in this Agreement, but you will not have engaged us and we will not be obliged to begin work on your matter and we will, besides ordinary obligations of confidentiality, have no fiduciary or professional or any other duty or obligation with regard to you or your matter. If we do not receive (i) your acceptance in writing of the negotiated and agreed terms or (ii) a signed copy of the Letter of Engagement or (iii) a signed in blank copy of this document or (iv) your further instructions that we accept (as the case may be) and the initial payment or security or retainer fee within five (5) days of the date of the Letter of Engagement, this offer lapses and we shall assume that you do not wish to engage the law practice and have obtained other counsel, and shall mark our file “closed” and do nothing further.

TERMS, CONDITIONS, PROCEDURES AND DISCLOSURES

Legal Services

1. Subject to the terms and conditions of this Agreement, you hereby appoint the firm as your legal services provider to perform the legal services pursuant to the matters set out in the Letter of Engagement which incorporates this document by reference, as may be amended in writing from time to time (hereafter referred to as the “services”), and we agree, subject to the terms and conditions of this Agreement, to render such services during the term of this Agreement. We shall render services hereunder through our representatives and at such times and places as determined by us or subject to our professional rules, as may be mutually agreed by you and us.
2. It is understood that the purpose of the engagement and the rendering of services is to provide you legal advice and assistance with the legal matters described in the Letter of Engagement so that you reasonably understand relevant legal issues and make reasonably informed choices about action to be taken during the course of a matter, and that neither we nor you will benefit if we provide inaccurate advice or commentary or assistance with the matter based on insufficient or inaccurate information or instructions. To that end, you shall provide us, in advance of the provision of or preparing to provide services and when providing the services (including meetings and consultations or in preparation for meetings, consultations, formal processes or written reports), with honest, accurate, timely, unbiased and sufficient information and instructions and in such form as we may require (including written instructions) for us to review and consider the subject matter thereof and to provide the services, and shall promptly provide further information and instructions that we reasonably deem relevant to forming any pertinent conclusions relevant to a matter or for the provision of the services; and you shall promptly authorise and instruct any relevant persons to consult with us and otherwise to provide such information and in such form as we may require.

BASIS ON WHICH FEES ARE CALCULATED

3. This part contains disclosure in terms of section 174(1)(a) of the Act.
 - (a) Fees we charge for services are for your account and exclude expenses. Unless otherwise specifically agreed to in writing (and only to the extent of that express agreement) or as set out herein, our fees (or parts thereof) are calculated with reference to hourly rates charged in 15 minute units or part thereof. Each unit constitutes a completed service. For example the time charged for an attendance of up to 15 minutes will be 15 minutes and the time charged for an attendance between 15 and 30 minutes will be 30 minutes. In our discretion, aspects of the work may be delegated to legal, paralegal or other staff or consultants.
 - (b) The usual hourly rates of the staff or consultants that may be involved in working on matters at the date this document is issued are A\$550 (excl. GST) for a principal lawyer (or equivalent) and A\$325 (excl. GST) for other staff or firm consultants.
 - (c) Our hourly rates have been calculated taking into account what we regard as being fair and reasonable having regard to the general circumstances of legal matters encountered by a legal practice similar to ours including the usual complexities of such matters, the common difficulties or novelties of questions raised, the skill, labour, specialized knowledge and responsibility often involved, the risks we assume in taking client instructions and providing the services, the number and importance of the documents typically prepared or perused, without regard to length, the normal place where and the circumstances in which such advice and assistance is provided, including the conduct of a formal process, and the commonly encountered value of any money or property involved in such matters. Our usual hourly rates are reviewed from time to time and we shall notify you in advance of any changes, which will apply from the date stipulated in the notification, being not less than thirty days after the date of the notification.
 - (d) The lump sum fees invoiced from time to time are not only calculated with reference to time units, but also taking into account what we regard as being appropriate having regard to the complexity, difficulty, novelty, and urgency of the issues involved; the degree of expertise required to handle the matter; the time constraints imposed upon the firm; and results obtained on your behalf. The nature of the matter and its evolution will often be indicative and sometimes determinative of how the fees are calculated and charged, including consideration of the importance of documents prepared or perused and values of any money or property involved in the matter. The total amount of our fees in an itemized bill of costs may be higher than the lump sum fees invoiced from time to time.
 - (e) We may add a surcharge fee of units-and-a-half or double-units in specific circumstances or for specific aspects of the matter where the service required is urgent or unusually complex or novel or the skill, labour, specialized knowledge and responsibility involved, or the risks we assume in taking your instructions and providing the services, such as formal processes, are in our view commensurate to such a surcharge, taking into account these factors and the consequent intensity and prioritization of the services, as well as when the services are required (e.g. after hours, during local public holidays) to be performed.

- (f) Services are categorised as formal processes services when they involve litigation, court cases or other dispute resolution processes such as mediations and arbitrations, formal or quasi-judicial proceedings, such as hearings or representations or presentations before tribunals, boards of inquiry, commissions, panels or other formal inquiries, investigations or processes carried out by statutory bodies, government agencies or private entities such as companies, trusts, firms, clubs or associations or the like.
- (g) Services are categorised as urgent services when there is an actual pressing need for prompt action or attention or a reasonably perceived pressing need for prompt action or attention, regardless of whether the urgency is created by the circumstances, by you or by a third party or whether in exercising our professional judgement we determine that the services are provided on an urgent basis. The categorisation of a service as an urgent service does not of itself make the issue one of urgency for the purposes of judicial or quasi-judicial proceedings or oblige us to render a service as a matter of urgency.
- (h) We note that if, at your request, and whether urgently or as a cost saving measure by you or otherwise, we decide to provide the services in an abbreviated format or timescale you acknowledge and agree that the scope of the matter will be limited to your request and our duties in that regard will be accordingly limited and you will not receive all the information and advice and disclosures you would have done had we provided a full written report or had more time in which to carry out the work required to consider the matter in detail and we will not thereby breach any duty or incur any liability.
- (i) You agree and undertake to pay our fees and charges plus any applicable Goods and Services Tax (GST) or other consumer taxes.
- (j) We may request that you provide us with a non-refundable initial fee in advance and, from time to time, additional non-refundable fees in advance (“retainer fee”) and you agree and undertake to pay such retainer fee upon request. If we request a retainer fee, the retainer fee represents a minimum amount payable by you and a minimum amount of time we must commit to be available to provide legal services hereunder. You agree that the amount of the retainer fee is payable in advance and is non-refundable, regardless of the amount of time actually spent by us in rendering legal services hereunder. We may apply the time commitment represented by the retainer fee to set-off time spent in providing legal services. In the event that we apply such a set-off, any time spent providing the legal services over and above the set-off of the retainer fee shall be calculated and become payable as set out herein. If we request a retainer fee, we will not be committed to be available to do work on your matter until such retainer fee is received and we will have no obligation or duty to provide services or attend to your matter until receipt and will not breach any duty or incur any liability as a result.
- (k) We may request that you provide us with security for payment of our fees and we may reasonably stipulate the type or nature of the security and you agree and undertake to provide such security together with the grant of an authorisation to register our security interest in the Personal Property Securities Register established under the Personal Property Securities Act 2009, and the grant of an irrevocable power of attorney to execute all documents with regard to the security. You confirm that the grant of such security and power is made by you after you have satisfied yourself that you understand your grant to us of these rights and powers, the exercise of those rights and powers, and the security may give rise to a conflict of interests and you give your informed written consent thereto. If we request security for payment of fees, no work will be done until such security is received in terms hereof and we will have no obligation or duty to provide services or attend to your matter until receipt and will not breach any duty or incur any liability as a result.

Payment of Accounts: Fees

4. This part contains disclosure in terms of section 174(1)(a) and section 195(1) of the Act.
 - (a) We will submit invoices for fees and charges from time to time as soon as practicable after the completion of each service (usually, but not always, weekly or fortnightly), describing the services rendered, the dates on which the services were rendered and the number of units representing each charge, and you will pay us the amount due as indicated by such invoices within five (5) days of the mailing or transmission of such invoices.
 - (b) On reasonable written request we will provide you with a statement of account, being a written report of the legal costs (itemized charges and expenses) owed to us by you to date, or since the last invoice or itemized bill of costs. Unless requested in writing our invoices will be in the form of a lump sum bill of costs. The total amount of our charges in an itemized bill of costs may be higher than the lump sum charges invoiced from time to time.
 - (c) If we have requested that you provide us with a retainer fee, the amount of the retainer fee is payable in advance and is non-refundable, regardless of the amount of time actually spent by us in providing legal services hereunder and notwithstanding termination of our services prior to the end of term of this Agreement. If we request a retainer fee, no work will be done until such retainer fee is received and we will have no obligation or duty to provide services or attend to your matter until receipt and will not breach any duty or incur any liability as a result.

- (d) If we have requested security for payment, no work will be done until such security is received as set out herein and we will have no obligation or duty to provide services or attend to your matter until receipt and will not breach any duty or incur any liability as a result.

Interest on unpaid accounts

- 5. If an invoice remains unpaid 30 days after it is issued, we may charge you interest at the applicable Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2%, compounded daily from the date the invoice is issued until payment in full.
 - (a) If we have recourse to a court or tribunal or other process to recover monies owed to us we may charge and obtain our costs as calculated by reference to double the usual hourly rate together with interest on the billed amount and interest on the costs for recovery at the rate fixed under section 2 of the Penalty Interest Rates Act 1983 compounded daily from the date the invoice is issued until payment in full.

Forbearance on unpaid accounts

- 6. If you do not pay an account as stipulated herein we may immediately: (i) suspend the provision of services (ii) exercise a lien over your files and documents (iii) hypothecate your assets (iv) perfect and realise any security we hold for payment of our accounts (v) terminate this Agreement. This means you agree and hereby irrevocably consent that we may decide whether (i) no work will be done and (ii) no files or documents will be released and (iii) to lodge a caveat over your property and register a security interest over your vehicle, shares, intellectual property, contract rights and other movable assets until all amounts owing are paid in full and (iv) to demand payment for or sell or transfer your security held by us, including exercising the power of attorney and (v) to terminate this Agreement before the expiry of its term, and you agree and irrevocably authorize us to take these steps, as we decide, or all of them, without notice and you waive all requirements for such notice. The costs of taking these steps, including any expenses, will be calculated by reference to double our usual hourly rate and shall be for your account. Each Monday we decide whether to forbear and not exercise some or all of these rights. Owing to the nature of this Agreement and the operation of the Act our forbearance, if any, does not constitute the granting of credit and our claims against you remain in damages, for which you indemnify us and hold us harmless. Should we decide to forbear an unpaid account for that week we may charge a fee of \$95.00 for that service ("forbearance fee").

BASIS ON WHICH EXPENSES ARE CALCULATED

- 7. This part contains disclosure in terms of section 174(1)(a) of the Act.
 - (a) Expenses are charges for your account in respect of any expenses reasonably necessary for rendering the services, including third party fees or any other third party charges, incurred or to be incurred (including disbursements) by us in rendering the services. You hereby agree and irrevocably hold us harmless and authorise us to incur such expenses on your behalf as are reasonably necessary to render the services, including (without limitation) court filing and issue fees, investigative and forensic services charges, barristers and other experts fees, process servers, bank charges, travel expenses, stamp duty, courier fees, long distance telephone charges, photocopying fees and company, property and other registration or search fees; and you undertake and agree to pay for such expenses including any applicable Goods and Services Tax (GST) or other consumer taxes.
 - (b) Expenses may be categorised as internal expenses or external expenses. Internal expenses are those internal to the law practice and incurred by the law practice in the course of conducting its business. External expenses are those external to the law practice and incurred or required to be incurred by the law practice in the course of providing services to you.
 - (c) Internal expenses are not ordinarily billed for unless they are outsourced. We may bill for internal expenses if there are unusual demands for internal expense items in providing services to you. We will endeavour to outsource any unusual demand for internal expense items so that they are provisioned and invoiced as external expenses. If billed for, internal expenses are provisioned and invoiced from time to time at cost.
 - (d) While we are authorised by this Agreement and entitled as your lawyers to incur an expense for your account at our discretion and in the reasonable exercise of our professional judgement, we will endeavour to arrange for you to approve and pay external expenses directly to the third party services or goods provider. Where it is not reasonably practicable or we are required by the third party or in our discretion it is agreed with the third party that we will pay the external expense on your behalf, we will provision and invoice for the external expense from time to time at cost plus 10%.
 - (e) In the event that our representatives are required to travel outside the Melbourne metropolitan area or stay overnight (or longer) away-from-office in rendering the services, such travel, and such accommodation for overnight (or longer) stays shall incur a surcharge away-from-office fee equal to sixteen units per day regardless of other fees or the distance travelled; air travel is to be a minimum business class fare and insurance; and accommodation at a minimum of 4-star hotel and including breakfast and insurance. Subject to air travel being a minimum business class fare and insurance; and accommodation at a minimum of 4-star hotel and including

breakfast and insurance, you will accommodate our request for you to arrange, at your expense, for all of our representatives' travel or accommodations in connection with your matter and the provision of services if they occur outside the Melbourne metropolitan area.

Payment of Accounts: Expenses

8. This part contains disclosure in terms of section 174(1)(a) and section 195(1) of the Act.
 - (a) We shall submit to you from time to time invoices describing the expenses, the dates on which the expenses were incurred and the amount of the expenses incurred hereunder and you will pay us the amount due as indicated by such invoices within five (5) days of the mailing or transmission of such invoices.
 - (b) We may request that you pay our expenses including any applicable G.S.T (Goods and Services Tax) or other consumer taxes against a *pro forma* invoice before we incur such expense. If we request such pre-payment, the expense will not be incurred until such pre-payment is received and we will have no obligation or duty to provide services or attend to your matter or incur such expense until receipt and will not breach any duty or incur any liability as a result.
 - (c) We may request that you provide us with security for payment of our expenses and we may reasonably stipulate the type or nature of the security and you agree and undertake to provide such security together with the grant of an authorisation to register our security interest in the Personal Property Securities Register established under the Personal Property Securities Act 2009, and the grant of an irrevocable power of attorney to execute all documents with regard to the security. You confirm that the grant of such security and power is made by you after you have satisfied yourself that you understand your grant to us of these rights and powers, the exercise of those rights and powers, and the security may give rise to a conflict of interests and you give your informed written consent thereto. If we request security for payment of expenses, no work will be done until such security is received in terms hereof and we will have no obligation or duty to provide services or attend to your matter until receipt and will not breach any duty or incur any liability as a result.
 - (d) If there are expenses to be incurred that are unusual or we cannot arrange for you to engage directly with the third party (for example we usually endeavour to arrange direct payments from clients to barristers, but in some cases Queen's Counsel / Senior Counsel may insist that we incur such expenses) we will seek your instructions before incurring the expense.
 - (e) On reasonable written request we will provide you with a statement of account, being a written report of the legal costs (itemized charges and expenses) owed to us by you to date, or since the last invoice or itemized bill of costs. Unless requested in writing our invoices will be in the form of a lump sum bill of costs or expense invoice. The total amount of our charges in an itemized bill of costs may be higher than the lump sum charges invoiced from time to time.

Interest on unpaid accounts

9. If an invoice for an expense remains unpaid 30 days after it is issued, we may charge you interest at the applicable Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2%, compounded daily from the date the invoice is issued until payment in full.
 - (a) If we have recourse to a court or tribunal or other process to recover monies owed to us we may charge and obtain our costs as calculated by reference to double our usual hourly rates together with interest on the billed amount and interest on the costs for recovery at the rate fixed under section 2 of the Penalty Interest Rates Act 1983 compounded daily from the date the invoice is issued until payment in full.

Forbearance on unpaid accounts

10. If you do not pay an account as stipulated herein we may immediately: (i) suspend the provision of services (ii) exercise a lien over your files and documents (iii) hypothecate your assets (iv) perfect and realise any security we hold for payment of our accounts (v) terminate this Agreement. This means you agree and hereby irrevocably consent that we may decide whether (i) no work will be done and (ii) no files or documents will be released and (iii) to lodge a caveat over your property and register a security interest over your vehicle, shares, intellectual property, contract rights and other movable assets until all amounts owing are paid in full and (iv) to demand payment for or sell or transfer your security held by us, including exercising the grant of power of attorney and (v) to terminate this Agreement before the expiry of its term, and you agree and irrevocably authorize us to take these steps, as we decide, or all of them, without notice and you waive all requirements for such notice. The costs of taking these steps, including any expenses, will be calculated by reference to double our usual hourly rate and shall be for your account. Each Monday we decide whether to forbear and not exercise some or all of these rights. Owing to the nature of this Agreement and the operation of the Act our forbearance, if any, does not constitute the granting of credit and our claims against you remain in damages, for which you indemnify us and hold us harmless. Should we decide to forbear an unpaid account for that week we may charge a fee of \$95.00 for that service ("forbearance fee").

ESTIMATED LEGAL COSTS (FEES AND EXPENSES)

11. This part contains disclosure in terms of section 174(1)(b) of the Act.
- (a) Our estimate of our fees and expenses for a matter is set out in the Letter of Engagement or part 37 of this document. That estimate assumes your accounts will be settled in accordance with this Agreement and the completeness and accuracy of information and instructions provided to us by you at the time of seeking to engage our services. The work and time required may change as the matter progresses. The estimate is based on our understanding of your instructions in the matter at the date of the Letter of Engagement and our experience in doing similar work in assumed similar circumstances. As such, and because we are not aware of and could not have considered one or more of your specific objectives, financial situation, particular circumstances or subsequent legal needs at the date of the Letter of Engagement, the estimate does not constitute legal or professional advice or an expression of a legal or professional opinion with regard to the accuracy of the estimate or likelihood of achieving the estimate. The estimate is provided in order that you may make an informed decision in choosing to accept this Agreement and the future conduct of your matter.
 - (b) You acknowledge and agree that an estimate is not binding on us. Any estimate provided from time to time does not constitute legal or professional advice or an expression of a legal or professional opinion with regard to the accuracy of the estimate or likelihood of achieving the estimate. Estimates are based on our reasonable understanding of your instructions in the matter, your fulfilment of your obligations under this Agreement, our reasonable awareness of similar circumstances and our experience in doing similar work in assumed similar circumstances. If the scope of the matter or your instruction to us changes or your accounts are not settled in accordance with this Agreement or you fail to adhere to the terms of this Agreement or we are notified of changes in your personal situation or we become aware of the occurrence of previously unknown or unforeseen events or the like occurs, the estimate may no longer be applicable. Estimates are provided in order that you may make an informed decision in choosing to proceed with a proposed course of action or the future conduct of the matter. Insofar as we are notified of or become aware of subsequent circumstances that result in a significant change to anything we have previously disclosed, including an estimate, we will revise an estimate as soon as practicable and notify you of any such revision; subject always to your acknowledgement and agreement that we may charge a fee for such revisions and that any estimate is only an estimate and is not binding on us and does not constitute legal or professional advice.

DURATION AND TERMINATION OF AGREEMENT

12. This agreement shall remain in effect for the term stipulated in part 37(b) of this Agreement, commencing on the later date of (i) receipt of your acceptance in writing hereof or (ii) receipt of a signed copy of the Letter of Engagement or (iii) receipt of a signed in blank copy of this document or (iv) your further instructions after this document was available to you, which instructions we accept (as the case may be), and receipt of the initial payment or security or retainer fee, unless sooner terminated as provided herein, or unless extended by written agreement between us. In the event that we choose to continue providing you with legal services after the term stipulated in part 37(b) expires and there is no extension by written agreement between us, this Agreement and the disclosures herein shall apply until such time as we conclude a new written agreement.
13. This Agreement may be terminated by either of us, with or without cause, upon written notice to the other; provided that if we terminate this Agreement without cause we shall, in accordance with the terms and conditions hereof, not be obliged to complete the matter which we began prior to the date of notice of termination hereunder but nevertheless shall wind up our services in an orderly fashion such that your matter is in our view ready for transfer to another legal services provider (whether you engage another legal services provider or not) and at the date of our notification that your matter is ready for transfer we shall have no further obligation or duty in the matter or liability as a result. If you terminate this Agreement, with or without cause, your notice of termination to us is irrevocable and, save as set out in this Agreement, we will thereupon have no obligation or duty to provide services or attend to your matter and will not breach any duty or incur any liability as a result.

We cease to act for you with cause

14. Circumstances may arise (such as a conflict of interest, our professional rules or our obligations to the administration of justice) which make it impossible for us to continue providing services to you. These circumstances and other circumstances whereby you give us cause to cease dealing with you or your matter are circumstances in which we may terminate this Agreement with cause, and include (without limitation) your not accepting our reasonable advice relating to a matter, or your failure to give us information or instructions as required or your failure to give us proper information or instructions as required; or your failure to provide us with a payment, retainer payment, pre-payment, or security for payment of your account or payment, pre-payment or security in respect of expenses when requested. We will notify you as soon as practicable if any 'with cause' circumstance arises, including whether the circumstance is remediable, and we will upon such notification have no obligation or duty to provide services or attend to your matter and will not breach any duty or incur any liability as a result and we may in that notice or a subsequent notice terminate the Agreement.

Costs and related matters

15. Upon the end of the term of this Agreement or termination of this Agreement for any reason, we shall be entitled to recover from you such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date we cease work under this Agreement and all fees up to the date of the termination will be charged and become immediately payable. Without limiting the foregoing, if you terminate this Agreement (with or without cause) you shall nevertheless pay the retainer fees and fixed fees that would have been payable but for the termination. In addition, you shall reimburse us for any noncancellable obligations, any cancellation penalties, and, unless we terminate the agreement without cause, any expenditures reasonably made or undertaken in order to perform the services that were to occur had cancellation not occurred.
16. In the event that we have agreed a retainer fee or fixed fee then, notwithstanding any early termination, the full amount of the retainer fee or fixed fee shall become immediately payable as though the matter had been completed.
17. Upon the end of the term of this Agreement or termination of this Agreement for any reason:
 - (a) Save as set out in paragraph 13, you acknowledge and agree that we are not responsible for ensuring completion of the matter which we began or took over prior to termination and we will not be obliged to wind up in an orderly fashion (or otherwise) any of our services or the matter which we began or took over prior to the date of termination, whether you have engaged another legal services provider or not, and we will have no further obligation or duty and will not breach any duty or incur any liability as a result.
 - (b) We will take steps to remove our name from the court (or quasi-judicial) record in any court (or quasi-judicial) proceedings as soon as practicable and you hereby consent to and authorize us to take such steps as may be required to effect the removal of our name from the record under the relevant rules of court (or quasi-judicial body's rules for formal processes).
 - (c) We will issue a final account as soon as practicable which will include all outstanding fees, charges and expenses and which you agree and undertake to pay, as stipulated herein.
 - (d) We may retain your file and keep your documents and security until we are paid in full, subject to any other statutory requirements.

OTHER INTERESTS

18. Except for specified administrative and similar services stipulated herein or contingent to the provision of legal services, this legal practice provides legal services only. However, insofar as this legal practice may be regarded as being engaged, and its representatives do engage, in the conduct of other businesses concurrently, but not directly in association, with the conduct of this legal practice, we specifically disclose that we have commercial interests in (i) a business advisor and management consultant, namely Paraenetic Group Pty Ltd, and (ii) an information technology developer and consultancy, namely Capiltec Pty Ltd, and we disclose that we provide services to Paraenetic and Capiltec at a preferential rate in order to increase our volume of work and market our services and we are Paraenetic's and Capiltec's preferred legal services provider. We provide this disclosure in the event that in the course of dealing with us, you deal with Paraenetic or Capiltec.

YOUR RIGHTS

19. This part contains disclosure in terms of section 174(2) of the Act.
 - (a) You have a right to negotiate a Costs Agreement and billing method with us. You may want to seek independent legal advice before agreeing to the billing method and legal costs we propose to charge in this matter or entering into this Agreement.
 - (b) You have a right to receive a bill of costs from us.
 - (c) You have a right to request an itemised bill of costs by notifying us of your request within 30 days after receiving a bill from us that is not itemised or is only partially itemised (lump sum bill). The total amount of our fees in an itemised bill of costs may be higher than the lump sum fees invoiced from time to time. We will provide you with an itemised bill within 21 days of your request.
 - (d) You have a right to be notified of any substantial change to the matters disclosed herein under section 174(1)(b) of the Act.
 - (e) You have a right to seek assistance of the designated local regulatory authority in the event of a dispute about legal costs.

TRUST MONEY

20. Should we arrange receipt of money into a trust account on your behalf, you hereby in writing expressly and irrevocably direct and authorise us to:

- (a) As soon as practicable after receiving such money: (i) establish and deposit the money in and manage a controlled money account in terms of which the money in that trust account, the interest earned and all benefits and all costs and expenses associated with that account are exclusively yours; (ii) ensure that the account name contains the firm's name and the expression "controlled money account" or the abbreviation "CMA" or "CMA/c" together with a unique identifier to identify the purpose of the account in the firm's records and to distinguish the account from any other account maintained by the firm;
- (b) draw on that account to pay any amount due to the firm at any time and from time to time, including any costs or expenses related to the controlled money account, in accordance with the provisions of the Legal Profession Uniform Law and the Legal Profession Uniform General Rules relating to the withdrawal of trust money for the firm's fees, charges and expenses;
- (c) or otherwise draw on that account amounts payable to other persons or for other purposes in accordance with your written instructions;

and we may on your behalf operate the account or otherwise instruct the trust account holder accordingly.

21. If applicable a trust statement will be forwarded to you upon termination of this Agreement (written report of the payments from and receipts to your trust money account to date, or since the last trust statement).

RECOVERY OF COSTS FROM ANOTHER PARTY

22. This part contains disclosure in terms of section 177 of the Act.

- (a) If a matter is, or becomes, litigious and you are successful in your litigation, it is likely that the court will order the adverse party to pay some of your legal costs. These costs are usually calculated by applying the relevant court scale of costs applicable in your matter. The court has complete discretion in the award of costs and the estimate may not be applicable at all.
- (b) If the court orders the adverse party to pay your legal costs, we estimate that you will recover about 50% to 70% of your total legal costs. We are not at the time of executing this Agreement aware of the specific circumstances of a matter such as to approximate when the relevant court scale of costs is not applicable or how long a litigious matter may take to finalise. There are circumstance that can occur because of contractual undertakings or obligations (such as indemnities and guarantees and arbitration stipulations) to change the use of the court scale of costs and the litigation process may take significantly longer than anticipated or the nature of the process may change as it unfolds and you acknowledge and agree that we are not aware of these circumstances or the arrangements between the adverse party and its legal services provider or the specific facts and issues that may arise to alter the length or nature of the litigation process at the date of executing this Agreement. You acknowledge and agree that an estimate is not binding on us. The estimates provided on costs recovery from time to time do not constitute legal or professional advice or an expression of a legal or professional opinion with regard to the accuracy of the estimate or likelihood of achieving the estimate. Cost recovery estimates are based on our understanding of the court's usual practise at the date of the Letter of Engagement, our reasonable understanding of your instructions, our experience with regard to similar matters in assumed similar circumstances (such as success, offers of compromise, interlocutory steps, types of costs awards and the nature and evolution of similar processes) and your instructions in the matter, your fulfilment of your obligations under this Agreement, and our reasonable awareness of the circumstances. The estimate is provided in order that you may make an informed decision in choosing to proceed with a proposed course of action in litigation. Insofar as we are notified of or become aware of subsequent circumstances (such as changes in the court's usual practise) that result in a significant change to anything we have previously disclosed, including an estimate, we will revise the estimate as soon as practicable and notify you of any such revision; subject always to your acknowledgement and agreement that we may charge a fee for such revisions and that any estimate is only an estimate and is not binding on us and does not constitute legal or professional advice.
- (c) An order of costs in your favour does not affect your liability to pay all our charges and all expenses. The costs you may recover from another party are unlikely to cover the whole of the legal costs that you must pay us. If you cannot recover legal costs from the other party (if for example the party goes into liquidation or becomes bankrupt), you will still be liable for your total legal costs and payment of our fees and expenses.

LIABILITY FOR COSTS OF ANOTHER PARTY

23. This part contains disclosure in terms of section 177 of the Act.

- (a) If a matter is, or becomes, litigious and you are unsuccessful in your litigation, it is likely that the Court will order you to pay some of the adverse party's legal costs. These costs are usually calculated by applying the relevant Court scale of costs applicable in your matter. The court has complete discretion in the award of costs and the estimate may not be applicable at all.

- (b) If the court orders you to pay the adverse party's legal costs, we estimate that this amount could be about 50% to 70% of the other party's actual legal costs. We are not at the time of executing this Agreement aware of the specific circumstances of a matter such as to approximate when the relevant court scale of costs is not applicable or how long a litigious matter may take to finalise. There are circumstance that can occur because of contractual undertakings or obligations (such as indemnities and guarantees and arbitration stipulations) to change the use of the court scale of costs and the litigation process may take significantly longer than anticipated or the nature of the process may change as it unfolds and you acknowledge and agree that we are not aware of these circumstances or the arrangements between the adverse party and its legal services provider or the specific facts and issues that may arise to alter the length or nature of the litigation process at the date of executing this Agreement. You acknowledge and agree that an estimate is not binding on us. The estimates provided on costs recovery from time to time do not constitute legal or professional advice or an expression of a legal or professional opinion with regard to the accuracy of the estimate or likelihood of achieving the estimate. Cost recovery estimates are based on our understanding of the court's usual practise at the date of the Letter of Engagement, our reasonable understanding of your instructions, our experience with regard to similar matters in assumed similar circumstances (such as success, offers of compromise, interlocutory steps, types of costs awards and the nature and evolution of similar processes) and your instructions in the matter, your fulfilment of your obligations under this Agreement, and our reasonable awareness of the circumstances. The estimate is provided in order that you may make an informed decision in choosing to proceed with a proposed course of action in litigation. Insofar as we are notified of or become aware of subsequent circumstances (such as changes in the court's usual practise) that result in a significant change to anything we have previously disclosed, including an estimate, we will revise the estimate as soon as practicable and notify you of any such revision; subject always to your acknowledgement and agreement that we may charge a fee for such revisions and that any estimate is only an estimate and is not binding on us and does not constitute legal or professional advice.
- (c) An order of costs adverse to you does not affect your liability to pay all our charges and all expenses. You will still be responsible for payment of our fees and expenses.
- (d) Please note – Your liability for the costs of another party if ordered by the Court applies regardless of whether you enter into a costs agreement with us.

YOUR RIGHT TO PROGRESS REPORTS

- 24. This part contains disclosure in terms of sections 174(2) and 190(1) of the Act.
 - (a) You have a right to request a written report of the progress of a matter. We may charge a fee for this report.
 - (b) You have a right to be notified of any substantial change to the matters disclosed herein under section 174(1)(b) of the Act. We may charge a fee for this notification.
 - (c) You have a right to request a written report of the legal costs incurred in a matter to date or since our last invoice. We may not charge a fee for this report.

IF YOU HAVE A CONCERN ABOUT OUR FEES

- 25. This part contains disclosure in terms of section 174(3) of the Act.
 - (a) If you have any concerns about our fees, please do not hesitate to contact Philip Treisman on: (03) 9858 2008 during our office hours (10:00am – 3:00pm) or by email: epost@adlex.com.au. In certain circumstances, and subject to certain additional terms, we may agree to a payment arrangement with you provided such arrangement does not constitute the giving or receiving of credit. No arrangements or discussions about payment arrangements are binding on either you or us until they are in writing and signed by you and an authorised representative of the firm.

DISPUTE IN RELATION TO LEGAL COSTS

- 26. This part contains disclosure in terms of section 192 of the Act. The following avenues are open to you in the event of a dispute about legal costs:
 - (a) Apply for a costs assessment under section 198(2) of the Act within 12 months after being given a bill, a request for payment is made or the costs are paid without a bill being given or request for payment being made and otherwise under Part 4.3, Division 7 of the Act;
 - (b) Make a complaint to the Legal Services Commissioner under section 269 of the Act. This includes making a complaint that includes a costs dispute to the Legal Services Commissioner within 60 days after the legal costs were payable or within 30 days after a duly made request for an itemised bill was complied with and otherwise under Part 5.2, Division 1 of the Act.

JURISDICTION

27. The law of Victoria applies to legal costs (Costs Agreement) and to this Agreement.
- (a) Both you and the firm agree to submit to the exclusive jurisdiction of the courts of Victoria.

SEVERABILITY AND AMENDMENTS

28. If any part of this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force. The rules of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract or that a clause shall be construed against the party who holds the benefit of that clause, shall not apply.
- (a) If there is a conflict between this document and the Letter of Engagement, then to the extent of the conflict the Letter of Engagement shall apply.
- (b) Advocate's immunity, where applicable, is preserved.
- (c) Your obligations under this Agreement are unless otherwise agree in writing personal to you, regardless of any relationship that may exist between you and any of your clients or associates or insurers or third parties.
- (d) Any amendment or variation to this Agreement or any of its terms is not effective unless it is in writing and signed by both you and the firm.
- (e) No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement other document issued or executed pursuant to or in terms of this Agreement shall operate as an estoppel against either you or us in respect of rights under this Agreement, nor shall it operate so as to preclude either you or us thereafter from exercising rights strictly in accordance with this Agreement.

ENGAGEMENT OF ANOTHER LAWYER OR LAW PRACTICE

29. This part contains disclosure in terms of section 175 of the Act.
- (a) In providing services to you it may be necessary to engage another law practice (including barristers) to provide specialist advice or other services.
- (b) We will consult you about the terms of these engagements before incurring the expense. We will provide you with a statement setting out the rates and estimated costs of any other law practice we propose to engage as soon as reasonably practicable after the other law practice provides this information to us.

CONFIDENTIALITY AND LEGAL PROFESSIONAL PRIVILEGE

30. Legal professional privilege is a common law right that exists to protect the administration of justice and your right to disclose confidential information to us and obtain confidential advice about your legal circumstances in a full and frank manner without being constrained in the legal services provided to you so that you can fairly and properly decide how to deal with your legal affairs, without prejudicing your legal position. The law maintains a distinction between two types of overlapping legal professional privilege. 'Advice privilege' refers to the protection of communications between you and us for the purpose of obtaining legal services. 'Litigation privilege' refers to the protection of communications between you and us and any third party for the dominant purpose of obtaining legal services for anticipated or existing legal proceedings. The privilege of protected information, services and communications is yours, not ours, and only you (or in certain circumstances the Court or Parliament) can give permission for the disclosure of such information, advice and communications or waive your right to that privilege. However, legal professional privilege is not absolute (for example the public interest in the proper administration of justice could displace the privilege) and it does not attach to a communication indefinitely, particularly where your conduct has been inconsistent with the maintenance of the privilege; your intentional or inadvertent actions in relation to the use of legal advice may preclude you from asserting the privilege in future.
- (a) Accordingly, we and you acknowledge and agree that: whether the legal professional privilege is applicable or not in any specific circumstance, all information and communication between us is confidential, and (i) we shall not publicly divulge, disseminate, publish or otherwise disclose any of your confidential information without your prior written consent, which consent shall not be unreasonably withheld; and (ii) we shall not use any such confidential information for any purposes other than consultation with you and the provision of the services or as described herein, except that our use of such confidential information for purely internal research and business development, without disclosure outside the legal practice, shall not be a breach of this Agreement nor constitute a waiver of your privilege.
- (b) Notwithstanding the above, you acknowledge and agree that the confidentiality obligations shall not, and the legal professional privilege may not, apply to any portion of your confidential information which: (i) as at the time of disclosure to us part of the public domain by publication or otherwise; or (ii) became part of the public domain after disclosure to us by publication or otherwise, except by breach of this Agreement; or (iii) was

already properly and lawfully in our possession at the time it was received from you; or (iv) was or is lawfully received by us from a third party who was under no obligation of confidentiality with respect thereto; or (v) is required to be disclosed by law, regulation or judicial or administrative process.

- (c) You also agree that we may and you hereby authorize us to share the terms of this Agreement and your confidential information on a confidential basis, and where applicable subject to the legal professional privilege, with our representatives, staff, consultants, managers, other legal or financial advisors, insurers and other third parties who have a legitimate need to know about that information, and to disclose to others the existence and general nature of our agreement with you and specific confidential information, whether legal professional privilege is applicable or not, whenever such disclosures are legally or ethically required or appropriate, including without limitation: (i) for the sole purpose of obtaining advice in connection with our legal or ethical obligations; (ii) for the sole purpose of avoiding the probable commission of a serious criminal offence; (iii) for the purpose of preventing imminent serious physical harm to you or to another person. You further agree that we shall not be liable to you or to any third party claiming by or through you for any unauthorized or inadvertent disclosure or use of confidential information (whether your confidential information or that of a third party) or waiver of your legal professional privilege which occurs despite our compliance with our obligations under this Agreement and the law.

INFORMATION COLLECTION AND USE

- 31. The Privacy Act 1988 is an Australian law which regulates the handling of personal information about individuals. In accordance with our obligations under the law, we disclose that we collect information, including personal and sensitive information, in order to provide the services, to conduct and market our business, and to meet our legal obligations.
 - (a) In this context 'personal information' is information or an opinion relating to an individual which can be used to identify that individual and 'sensitive information' includes: information relating to a person's racial or ethnic origin, political opinions, religion, trade union or other professional or trade association memberships, sexual preferences, experiences with legal matters (such as trials and criminal records) and legal status.
 - (b) By instructing us or continuing to instruct us you consent to our collection, use and disclosure of your personal information (including sensitive information) and you authorise us to obtain from and disclose to third parties (including a court or tribunal or other authorities) such personal or sensitive information as may be required in order to provide the services, to conduct and market our business, and to meet our legal obligations. You warrant that personal, and sensitive, information you provide us is to the best of your knowledge true, accurate and up to date.

FAX / E-MAIL / DROPBOX OR OTHER REMOTE FILE-SERVERS / SMS / ELECTRONIC COMMUNICATION

- 32. Like other means of communication, fax and electronic mail and Short Message Services (and other electronic messaging services) and Dropbox™ file-server type communication (together "electronic communication") carries with it the risk of inadvertent misdirection, security breaches or non-delivery of confidential or privileged or personal material. In particular, you recognize that the Internet and electronic mail are not secure and there are risks if legally or commercially or personally sensitive information is sent either to or by you using electronic communication. Where you provide us with an electronic communication address or number to which materials are to be sent or stored or to be used for any communication or you use or continue to use any electronic communication in dealing with us you agree (unless you notify us in writing to the contrary prior to engaging us) and undertake that:
 - (a) you consent to the use of electronic communication;
 - (b) a communication from an electronic communication address or number that you provided to us or that we established for you indicates your intention in respect of the information communicated thereby as though you had signed the communication at the date and time we read it and we may rely on this whether or not you actually originated the communication;
 - (c) an electronic communication address or number that you provided to us or that we established for you is your address for service hereunder and any communication by us to such address shall be delivered to you at the date and time we sent it and we may rely on this regardless of when you actually receive or read the communication;
 - (d) your arrangements and conduct, including with regard to your identity, passwords and electronic information management, are sufficiently secure and confidential to protect your interests and we are not obliged to take steps to verify or confirm electronic communications and whether we take such steps or not we will have no duty or liability as a result of an electronic communication that does not originate from us or originates from us in reliance on an electronic communication from you or anyone else; and
 - (e) you will carry out effective procedures and conduct yourself to protect the integrity of electronic communications, in particular limiting access to your electronic communications devices and accounts, screening for viruses and carrying out back-ups and other security processes.

USE AND STORAGE OF DOCUMENTATION

33. Documents provided in draft form (either in hard copy or electronically) must not be used without first discussing them with us to ensure they fully meet your needs. If any changes or additions are made, please discuss these with us before implementation.
- (a) Unless otherwise agreed in writing, we accept no responsibility for any losses resulting from the use of documents otherwise than in the form supplied by us or in any circumstances other than those for which they were prepared.
 - (b) Whenever practicable, before lodgement of any necessary statutory or court documentation on your behalf, we will endeavour to forward draft documentation to you for your approval or comment or instruction. We shall endeavour to ensure that documentation is lodged with the relevant authority or courts by the due dates, provided all the information, approvals, comments, instructions, fees and documentation are received sufficiently long enough prior to the due lodgement date to allow us adequate time for finalisation and lodgement of the documentation. We will not be liable for any penalties or costs or consequences for failure to lodge the documentation on due date of lodgement if your instructions, information, documentation, approvals, payments or comments have not been provided in accordance with this Agreement.
 - (c) Upon the termination of this Agreement we will as soon as reasonably possible return all your documents, files or property to you (or if they are electronic documents copies of those documents), unless there is an effective lien or we act in accordance with legislation or have otherwise agreed with you. You agree that we may make and keep copies of such documents and files for our records subject to your legal professional privilege and the use and disclosure constraints set out in part 30 and part 31 of this Agreement.
 - (d) If there is an effective lien or legislation is to the contrary or we have otherwise agreed in writing with you or you have failed to take return of some or all of your documents, files or property, we may destroy any or all of your documents or files in our possession after a period of three (3) months has elapsed since the termination of this Agreement. You agree that we may charge a fee for retaining any documents, files or other property of yours after the termination of this Agreement, including for the period of the effective lien and any time after we have tendered return of your documents, files or property ("storage fee"). Unless otherwise agreed in writing, the storage fee is a non-refundable quarterly fee of 8 units calculated with reference to the relevant current rates and payable in advance. You agree that we may charge a fee for retrieving any such stored documents, files or other property of yours ("retrieval fee"). The retrieval fee is a service calculated on the same basis as all other services under this Agreement and is payable in advance under a *pro forma* invoice. If required you will sign a separate document providing authorisation for, and recording the detailed terms agreed between you and us for, storing, retrieving or destroying your documents, files or realising your property to settle any storage or retrieval fees.

LIMITATIONS ON LIABILITY

34. To the fullest extent permissible under the law, you acknowledge and agree that any liability for any loss, damage, costs and expenses suffered or incurred by you arising as a result of the provision or non-provision of the services whether under the law of contract, tort, consumer protection or otherwise is the liability of the firm only and you undertake that you will in no circumstances bring or allow to be brought any action in respect of any loss, damage, costs or expenses, whether arising under the law of contract, tort, consumer protection or otherwise, against any of our principals, directors, partners, agents, consultants or subcontractors or any of their respective staff, principals, partners, directors, agents, consultants or sub-contractors.
- (a) The liability of the firm and any principals, directors, partners, employees, staff or consultants (as the case may be) for any losses and damages arising in respect of the services whether under the law of contract, tort, consumer protection or otherwise, as affirmed by a final judgment, shall in no circumstances exceed the amount agreed in part 37(c) of this Agreement, or if no amount is specified in aggregate the amount of fees actually paid by you to the firm for the services.
 - (b) To the fullest extent permissible under the law, this part of this Agreement sets out the absolute limit of our liability under or in connection with our services whether under the law of contract, tort, consumer protection or otherwise and all other liability is expressly excluded. In particular, but without limitation, liability for increased costs or expenses, foregone business opportunities, loss of profits, direct loss or liability arising in the ordinary course of or arising out of the performance or non-performance of the services and indirect loss at a step removed from the performance or non-performance of the services or consequential loss arising out of the performance or non-performance of the services including, without limitation, economic loss or failure to realize anticipated savings or benefits, are excluded.
 - (c) We do not give any warranty nor accept any liability in relation to the performance or non-performance of the services except to the extent, if any, required by law or specifically provided for in this Agreement. If apart from this clause any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded.

- (d) The firm shall be deemed to have been discharged from all liability in respect of or arising from the services, whether under the Act, the law of contract, tort, consumer protection or otherwise, at the expiration of the period agreed in part 37(d) of this Agreement or if no date is specified on the expiration of one year from the termination of this Agreement or completion of the services (whichever is the earlier) and, in any event, you (and persons claiming through or under you) undertake not to commence any action or claim whatsoever against us (and principals, directors, partners, agents, consultants or subcontractors or any of their respective staff, principals, partners, directors, agents, consultants or sub-contractors of the firm) in respect of the services after that date.
- (e) We shall not be liable for any loss, damage, costs or expenses arising in any way from any failure by you to act in accordance with our reasonable advice, incorrect information or improper instructions from you, fraudulent, wilful or mistaken acts or omissions, misrepresentations or default on your part or such acts, omissions, misrepresentations or defaults by your directors, partners, principals, employees, agents, consultants or subcontractors (as the case may be) and insofar as we incur any costs or suffer any damage or harm in consequence of such a failure, we shall have the right to recover such costs from you and you indemnify and hold us harmless from all damage in this regard.
- (f) We shall not be liable for any act or omission occurring before the commencement of our engagement, and accordingly, where a matter in progress is transferred to us, our responsibility shall commence on the date we entered a binding agreement with you or (if later) the date we receive all of your relevant documentation. Unless the Letter of Engagement expressly states that we will conduct a full review of work done to date, we shall be entitled to assume that the material we receive is complete, accurate and up-to-date and that all matters have been properly and punctually attended to up to the time of receiving such material. Liability for any loss, damage, cost or expense arising directly or indirectly out of the act or omission of any third party (including but not limited to work done by us based on information or advice given to us by barristers or by other advisers or experts) is excluded and you indemnify us and hold us harmless in this regard.
- (g) Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of services pursuant to this Agreement of all or any of the provisions of any relevant consumer protection Federal Acts or State Acts or Territorial Ordinances which by law cannot be excluded, restricted or modified.

INDEMNIFICATION

35. To the fullest extent permissible under the law, you indemnify us and hold us harmless from and against, and shall defend against, any and all liabilities, expenses, costs, loss and all other harm as set out in this Agreement or arising from the instructions given or information provided or statements made by you, your employees, management, agents, representatives, other advisers and experts acting for you or on your behalf.

ACKNOWLEDGMENT

36. By writing to us indicating your acceptance, or by returning a signed copy of the Letter of Engagement or signing this document in blank below or by continuing to give us instructions in the matters after this document has been made available to you, you thereby ACKNOWLEDGE and AGREE, and each time that you give us instructions, unless notified to the contrary by you to us, you thereby acknowledge and confirm that you have:
- (a) Received a Disclosure Statement pursuant to Division 3 of Part 4.3 of the Legal Profession Uniform Law and the information herein is sufficient and reasonable for those purposes and you have given consent to the proposed course of action and the proposed costs estimates.
 - (b) Read, understood, approved and agreed to this document and the Letter of Engagement and, in the event that there is a conflict between this document and the Letter of Engagement, the Letter of Engagement shall apply.
 - (c) Negotiated this Agreement on equal terms, in a position to bargain for what you thought to be appropriate contractual protection before entering into this Agreement.
 - (d) Been advised of your right to get independent legal advice before entering into this Agreement.
 - (e) Consented to our collection, use and disclosure of your personal information (including sensitive information).
 - (f) Consented to the use of electronic communication in our dealings with each other.
 - (g) Understood that by continuing to instruct us, or by signing this document or by signing the Letter of Engagement or by writing to us and thereby indicating your acceptance, this document will apply as if you had signed this document and the Letter of Engagement together.

PARTICULARS AND SIGNATURE

37. This part contains the particulars of the Agreement, except as modified by the Letter of Engagement. If this part is

filled in or modified by you it will constitute an offer from you, which may be refused or further negotiated by us and must therefore be returned to us with your signed insertions or modifications before we act on your further instructions or otherwise take any other steps. If you do not fill in or modify the details below or you do not return the altered signed copy to us before we act on your further instructions, or otherwise take any other steps, the details in the Letter of Engagement and this document will apply as it was when the Letter of Engagement was communicated to you by us, unless and until we agree otherwise in writing.

- | | | |
|-----|--|------------------------------|
| (a) | Estimate, including fees and expenses (excluding GST) roughly calculated as follows: | \$ |
| | (i) Fees (excluding GST) | \$ |
| | (ii) Expenses (excluding GST) | \$ |
| (b) | Term: | ***** Three (3) Months ***** |
| (c) | Maximum amount of liability: | _____ |
| (d) | Duration of liability: | _____ |

38. You may wish to insert your details in the spaces provided below and return a signed copy to us to indicate your acceptance of this Agreement. If you fill in the details and return a signed copy, the inserted addresses and numbers will be the addresses and numbers we will use to communicate with you and for the purposes of any notices. If you do not fill in the details below or return a signed copy, the details in the Letter of Engagement will apply and the addresses and numbers therein will be the addresses and numbers for communication and notice purposes.

- | | | |
|-----|--|--|
| (a) | Prospective client's name | |
| (b) | Prospective client's ID# |
(ABN / ACN / Driver's License Number / Passport Number / Date of Birth) |
| (c) | Prospective client's representative | |
| (d) | Prospective client's
physical address |
.....
..... |
| (e) | Prospective client's fax | |
| (f) | Prospective client's email | |

Signature of prospective client:Date: