MORRISON PARTNERS LIMITED

INFORMATION FOR CLIENTS

Morrison Partners Limited is an incorporated law firm, trading as Morrison Partners. Set out below is the information required by the Rules of Conduct and Client Care for Lawyers of the New Zealand Law Society (**Law Society**).

1. **Fees**: The basis on which fees will be charged is set out in our letter of engagement. When payment of fees is to be made is set out in our Standard Terms of Engagement.

2. **Professional Indemnity Insurance**: We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the Law Society. We will provide you with particulars of the minimum standards upon request.

3. **Lawyers' Fidelity Fund**: The Law Society maintains the Lawyers' Fidelity Fund for the purpose of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to $100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006, the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

4. **Complaints**: We maintain a procedure for handling any complaints by clients, designed to ensure that a complaint is dealt with promptly and fairly.

   If you have a complaint about our services or charges, you may refer your complaint to the person in our firm who has overall responsibility for your work.

   If you do not wish to refer your complaint to that person, or you are not satisfied with that person's response to your complaint, you may refer your complaint to Ben Morrison.

   Ben may be contacted as follows:

   - by letter;
   - by email at ben.morrison@morrisonpartners.co.nz;
   - by telephoning him on +64 21 832 060

   The Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone **0800 261 801** and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

5. **Persons Responsible for the Work**: The names and status of the person or persons who will have the general carriage of or overall responsibility for the services we provide for you are set out in our letter of engagement.

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Client Care and Service: The Law Society client care and service information is set out below.

Whatever legal services your lawyer is providing, he or she must:

- *Act competently, in a timely way, and in accordance with instructions received and arrangements made.*
- *Protect and promote your interests and act for you free from compromising influences or loyalties.*
- *Discuss with you your objectives and how they should best be achieved.*
- *Provide you with information about the work to be done, who will do it and the way the services will be provided.*
- *Charge you a fee that is fair and reasonable and let you know how and when you will be billed.*
- *Give you clear information and advice.*
- *Protect your privacy and ensure appropriate confidentiality.*
- *Treat you fairly, respectfully and without discrimination.*
- *Keep you informed about the work being done and advise you when it is completed.*
- *Let you know how to make a complaint and deal with any complaint promptly and fairly.*

The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

If you have any questions, please visit www.lawsociety.org.nz or call **0800 261 801**.

6. **Limitations on extent of our obligations or liability**: Limitations on the extent of our obligations to you and of our liability are set out in our Standard Terms of Engagement.

7. **AML/CFT Act:** New Zealand has passed a law called the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (**AML/CFT Act**), which reflects New Zealand's commitment to the international initiative to counter the impact that criminal activity has on people and economies within the global community.

   Recent changes to the AML/CFT Act mean that from 1 July 2018, lawyers are required to comply with its requirements. This law requires lawyers to do a number of things to help combat money laundering and terrorist financing, and to help Police bring the criminals who do it to justice. The AML/CFT Act imposes these obligations because the services law firms and other professionals offer may be attractive to those involved in criminal activity.

The AML/CFT Act requires that law firms and other professionals must assess the risk they may face from the actions of money launderers and people who finance terrorism and to identify potentially suspicious activity.

To make that assessment lawyers must obtain and verify information from prospective and existing clients about a range of things. This is part of what the AML/CFT Act calls "customer due diligence" (**CDD**).

CDD requires a law firm to undertake certain background checks before providing services to clients or customers. Lawyers must take reasonable steps to make sure the information they receive from clients is correct, and so they need to ask for documents that show this.

As explained in our covering letter of engagement, this firm may use an external provider (AML Provider), to carry out Customer Due Diligence on our behalf. Our AML Provider may contact you to request information. Your engagement of this firm is on the basis that you agree to provide such information as is required by us and/or our AML Provider, potentially including information about the nature and purpose of the proposed work you are asking us to do, the source of funds for a transaction, and information about relevant individuals connected with the matter, to meet our obligations under the AML/CFT Act. For these purposes, we and/or our AML Provider may collect and verify information from you and from third-party sources, including electronic identity verification services, government agencies, public registers, credit reporting or screening services, banks or financial institutions, and other persons or organisations authorised or legally permitted to provide relevant information.

If we and/or our AML Provider is not able to obtain the required information from you, it is likely we will not be able to act for you.

Please contact the lawyer who will be undertaking your work, if you have any queries or concerns.

8. **Privacy and personal information:** In the course of acting for you, we may collect, use, disclose and retain personal information about you and, where relevant, other individuals connected with your matter. This may include information collected directly from you, information provided to us by others, and information obtained from third-party sources such as public registers, government agencies, identity verification providers, banks, accountants, financial advisers, referrers, other professional advisers, and persons authorised or legally permitted to provide information to us. Where we collect personal information about an individual from a third party, we will comply with our obligations under the Privacy Act 2020, including any requirement to take reasonable steps to notify that individual of the collection, unless an exception applies. Further information is set out in our privacy policy.

9. **FATCA/CRS**: Where client funds are required to be held in our trust account on interest bearing deposit we now also have important compliance obligations under the United States Foreign Account Tax Compliance Act (**FATCA**) and the OECD Common Reporting Standard (**CRS**).

   As set out in our attached Standard Terms of Engagement, in view of associated compliance costs and applicable interest rates, it is neither reasonable nor practicable for this firm to hold clients' funds on interest bearing deposit and nor does this firm invest funds for or on behalf of its clients.

   However, should we expressly agree, at our sole discretion, that it is reasonable and practicable to hold your funds on interest bearing deposit, then we will only do so in strict accordance with our Standard Terms of engagement and on condition of your first providing to us signed and completed Individual Tax Residency Self-Certification and Entity Tax Residency Self Certification form as applicable, these being necessary for compliance with FATCA and CRS.

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (**Terms**) apply in respect of all work carried out by us for you, except to the extent that we otherwise agree with you in writing.

1. **Services**

1.1 The services we are to provide for you are outlined in our engagement letter.

2. **Financial**

2.1 The terms governing the fees for our services are as follows:

Fees

2.1.1 The fees we will charge or the manner in which they will be arrived at, are set out in our engagement letter.

2.1.2 If the engagement letter specifies a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis. We will advise you as soon as reasonably practicable if it becomes necessary for us to provide services outside the agreed scope and, if requested, give you an estimate of the likely amount of the further costs.

2.1.3 Where our fees are calculated on an hourly basis, the hourly rates are set out in our engagement letter. The differences in those rates reflect the experience and specialisation of our professional staff. Time spent is recorded in 6 minute units, with time rounded up to the next unit of 6 minutes.

2.1.4 From time to time the hourly rates as recorded in our letter of engagement may increase to reflect the increased experience of the particular solicitor, inflation, or other market factors.

Disbursements

2.1.5 In providing services we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred.

Office Services Charge

2.1.6 In addition to our professional fees, we may charge an office services charge of 3% of our professional fees.

2.1.7 The office services charge contributes towards the costs of operating and maintaining the systems, infrastructure and administrative services necessary to provide our legal services, including document management systems, information technology systems, cyber security measures, telecommunications, printing, photocopying, routine postage and courier services, file administration and document storage.

2.1.8 The office services charge is not a disbursement and does not include third party costs incurred on your behalf. Third party costs and disbursements (including, where applicable, LINZ fees, registration fees, Webforms charges, court filing fees, search fees, AML identity verification provider charges, expert fees and international courier costs) may be charged separately.

2.1.9 We may reduce, waive or adjust the office services charge where we consider it appropriate having regard to the nature, size or circumstances of the engagement

2.1.10 GST (if any) is payable by you on our fees and charges.

2.2 We will send interim invoices to you, usually monthly and on completion of the matter, or termination of our engagement. We may also send you an invoice when we incur a significant expense.

2.3 Invoices are payable by the 20th of the month following date of the invoice, unless alternative arrangements have been made with us. We may require interest to be paid on any amount which is more than 7 days overdue. Interest will be calculated at the rate of 18% per annum from the date payment became due until paid. We are also entitled to retain custody of your documents and files until all accounts are paid in full and recover from you our costs on an indemnity (solicitor and client) basis of all steps taken to recover any outstanding invoices.

2.4 For new clients, usually a retainer will be required before we commence work (and we may also require a guarantee from a corporate client's shareholders). We will hold the retainer in our trust account and apply it against monthly invoices when they are due. If the balance of the retainer we hold is less than the fees we anticipate, we may require it to be reinstated to cover those anticipated fees. Any surplus at the conclusion of the project will be returned to the Client. You agree that in view of associated compliance costs and applicable interest rates it may not be reasonable nor practicable for this firm to hold retainer sums on interest bearing deposit.

2.5 The terms governing the monies held by us are as follows:

2.5.1 All clients' funds received by Morrison Partners Limited are held on trust and are paid out in accordance with instructions received by the client.

2.5.2 You agree that in view of associated compliance costs and applicable interest rates it may not be reasonable or practicable for this firm to hold clients' funds on interest bearing deposit. This firm only invests funds for or on behalf of its clients on a case by case basis.

2.5.3 In the event that we are engaged to hold client's funds in such sum and for such time that we, at our sole discretion, expressly agree that it is reasonable and practicable to hold such funds on interest bearing deposit, then the following conditions will apply:

(a) you will be required to first complete and provide to us all information that we require for the purposes of *Customer and source of funds verification* as set out below;

(b) interest will attract the full New Zealand Resident Withholding Tax rate or the applicable Non-Resident Withholding Tax rate for your resident country;

(c) we will charge you our reasonable costs of all attendances in respect of our holding of such moneys, including our reasonable costs of compliance with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act (**AML/CFT Act**), the United States Foreign Account Tax Compliance Act (**FATCA**) and the OECD Common Reporting Standard (**CRS**); and

(a) we will also charge a commission of 5% of the gross interest earned on the funds held on interest bearing deposit.

2.5.4 For the avoidance of doubt, where we hold any client funds on trust, you also agree that we are entitled to charge you our reasonable costs of all attendances in respect of our holding of such moneys, including our reasonable costs of compliance with the requirements of the AML/CFT Act, FATCA and CRS where applicable.

2.5.5 Morrison Partners Limited will provide a detailed account statement and where applicable a Resident or Non-Resident Withholding Tax certificate as applicable annually following the conclusion of the 31 March tax year.

2.5.6 Morrison Partners Limited may make any other lawful set-off against, or claim any lawful lien on, all or part of any client's funds held (including its proceeds) for any of that client's debts due to Morrison Partners Limited.

2.6 Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

3. **Customer and source of funds verification**

3.1 You authorise us to collect information about you and, where relevant, individuals connected with the matter, including from you and from third-party sources, and to make enquiries we consider appropriate, whether directly or through our AML/CFT Act agent or another service provider, to:

3.2 carry out reasonable credit checks on you;

3.3 confirm that information provided to us about you, or about any relevant individual connected with the matter, is true and complete;

3.4 undertake customer due diligence, enhanced customer due diligence, ongoing monitoring, source of funds and source of wealth enquiries, and other checks required or permitted under the AML/CFT Act;

3.5 comply with our obligations under FATCA and CRS;

3.6 enforce debt and legal obligations (including recovering money owed to us); and

3.7 comply with other legal, regulatory or professional obligations we may have.

3.8 You also authorise us to charge you the reasonable costs of our compliance with the requirements of the AML/CFT Act, FATCA and CRS where such compliance is necessary for us to accept your instructions, continue acting for you or hold funds on your behalf.

3.9 You accept that we may use third party services (service providers) to verify your identity and conduct other due diligence or monitoring required under the AML/CFT Act and/or FATCA and/or CRS, and for credit checking. When we use these services:

3.9.1 each service provider will exchange information about you, and may hold it on their system and use it to provide the specific service to other customers; and

3.9.2 we may use a service provider in the future for any authorised purpose. This may include using an update service if information about you changes.

3.9.3 Those third-party sources and service providers may include identity verification providers, electronic verification platforms, credit reporting agencies, public registers, government agencies, banks or financial institutions, accountants, financial advisers, other professional advisers, referrers, and other persons or organisations who are authorised or legally permitted to provide relevant information to us.

3.9.4 Where we or our AML/CFT agent are required to collect or verify information about individuals other than you (such as your beneficial owners, directors, trustees or authorised persons), including from credit reporters, verification providers and publicly available sources, the section below headed **Personal information about other people** applies to that information.

3.10 We are required by law to verify your identity, and sometimes, the source of funds for a transaction.

3.11 We must do this by gathering and sighting documentation as requested, including a driver's licence and/or passport and/or or some other form of government issued photographic ID of you. We may hold an electronic copy of such documentation in our system for future reference.

4. Confidentiality

4.1 We will hold in confidence all information concerning you or your affairs that we acquire during the course of acting for you. We will not disclose any of this information to any other person except:

4.1.1 to the extent necessary or desirable to enable us to carry out your instructions; or

4.1.2 as expressly or impliedly agreed by you; or

4.1.3 as necessary to protect our interests in respect of any complaint or dispute; or

4.1.4 to the extent required by law (e.g. AML/CFT Act, Inland Revenue Department, the Financial Markets Authority, and other Government agencies that can compel us to provide information) or by the Law Society's Rules of Conduct and Client Care for Lawyers.

4.1.5 For the avoidance of doubt, permitted disclosures may include disclosures to barristers, experts, consultants, other professional advisers, identity verification providers, IT and cloud service providers, document management providers, insurers, banks, government agencies, regulators and other third parties where reasonably required for the purposes of the matter, our legal services, or our legal, regulatory or professional obligations.

4.2 Confidential information concerning you will as far as practicable be made available only to those within our firm who are providing legal services for you, or as otherwise set out in these Terms.

4.3 We will, of course, not disclose to you confidential information which we have in relation to any other client. You waive whatever rights you might have to receive the confidential information of another client.

5. **Duty of Care**

5.1 Our duty of care is to you and not to any other person. Before any other person may rely on our advice, we must expressly agree to this.

5.2 If we agree to any other person relying on our advice, they will be deemed to be your "Associate" for the purposes of clause 6 below. Without limitation, this means that our liability to any such third party will be taken into account when assessing our aggregate liability to you under clause 6.

6. **Limitation of liability**

6.1 To the extent permitted by law, our aggregate liability to you, together with your Associates (whether in contract, equity, tort or otherwise) arising out of your engagement of us on a matter (or any series of related matters) is limited to and will not exceed:

6.1.1 the amount available to be paid out under any relevant insurance policies held by us, up to a maximum of NZ$5,000,000; or

6.1.2 where no amount is available to be paid out under our relevant insurance policies, the lesser of NZ$1,000,000 and the amount of four times our fee applicable to the matter or series of related matters (excluding disbursements and GST).

6.2 Subject to clause 6.1 above, our aggregate liability to you, together with your Associates, in connection with all of the services we provide to you and to your Associates in any 12 month period (whether or not our services apply to separate or related matters) is limited to, and will not exceed, NZ$5,000,000.

6.3 For the purposes of any claim against us, as defined by the Limitation Act 2010, arising directly or indirectly in connection with our engagement or the services that we provide to you, that Act is modified so that any claim must be filed within 12 months after the date of the act or omission on which the claim is based. In addition, the "late knowledge" provisions in sections 11(2), 11(3), 14 and 32(2) of that Act do not apply. The 12 month time period applies whether or not the loss or damage has become apparent or has been suffered within that time period.

6.4 By engaging us, you agree that the above limitations of liability are fair and reasonable.

7. **Information about you**

7.1 In addition to those matters outlined above in respect of Customer and source of funds verification, we may collect, use, disclose, store and retain personal information about you (including information we collect about you from third parties and other sources, as described in our privacy policy) as part of providing services to you in accordance with these Terms and our privacy policy. We may use this information to provide legal services, administer our relationship with you, comply with our legal, regulatory and professional obligations, manage risk, conduct conflict checks, carry out identity verification and due diligence, recover unpaid amounts, inform you of changes to our business, and advise you of matters that may impact on the way in which we may provide services to you. The information referred to may be held at our offices, in our electronic systems, or by our third-party service providers.

7.2 You have the right to request access to, and correction of, personal information we hold about you, whether we collected it from you or from someone else, subject to the Privacy Act 2020. Should you wish to review or correct the information held by us, please contact us by email on enquiries@morrisonpartners.co.nz. Alternatively, you can contact the Director who is responsible for your work.

7.3 We may provide information to credit agencies about any account you have failed to pay by the due date.

8. **Personal information about other people**

8.1 In the course of acting for you we may collect personal information about individuals other than you, for example your directors, shareholders, beneficial owners, trustees, officers, employees, guarantors, agents, authorised signatories, representatives, counterparties and other parties connected with your matter.

8.2 Where you provide us with personal information about any such individual, you confirm that you are authorised to provide it to us, and you agree to make that individual aware that:

8.2.1 their personal information has been or will be provided to and collected by us;

8.2.2 we will use it, and may disclose it, for the purposes set out in our privacy policy; and

8.2.3 our privacy policy (available on our website) explains their rights to access and correct their information and how to contact us.

8.3 This helps us meet our obligations under IPP3A of the Privacy Act 2020. Where such an individual has not already been made aware of these matters, we will take reasonable steps to notify them as soon as reasonably practicable after collection, unless an exception in the Privacy Act applies.

9. **Electronic communications**

9.1 We will communicate with you, and provide documents to you, and others by way of email and other electronic means (including file transfer services as needed). As you will be aware, such communications are not secure and may be subject to unauthorised interception, interference, error or virus. While we will take all reasonable steps to protect our communications from such occurrences, we will not accept any responsibility and will not be liable for any damage or loss if they occur.

10. **Termination**

10.1 You may terminate our retainer at any time.

10.2 We may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

10.3 If our retainer is terminated, you must pay us all fees due up to the date of termination and all expenses incurred up to that date. We are also entitled to retain custody of your documents and files until all accounts are paid in full.

10.4 These Terms continue to apply following the termination of our engagement.

11. **Retention of files and documents**

11.1 You authorise us (without further reference to you) to destroy all files and documents for any matter (other than any documents that we hold in safe custody for you) seven years after our engagement in respect of that matter ends, or earlier if we have converted those files and documents to an electronic format.

11.2 We may store those files and documents in any format we choose and at premises outside our offices, including within online 'cloud' based storage located within or outside New Zealand, which may be operated by independent service providers. We are not liable for any loss or damage caused to files or documents that are stored outside our offices.

11.3 Any personal information contained in those files and documents will be handled in accordance with these Terms and our privacy policy.

11.4 We may, at our option, return documents (either in hard or electronic form) to you rather than retain them.

11.5 If you uplift your files or documents, we may make copies of them before giving them to you and may require you to pay all amounts owed to us and the reasonable costs of that copying before we provide those files or documents to you.

12. **Conflicts of Interest**

12.1 We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

12.2 We may accept instructions to act for other clients or potential clients who operate in the same market as you or who may otherwise compete with you, but we will not act on a matter that:

12.2.1 is the same matter on which we are currently acting for you, without your prior consent; or

12.2.2 would require us to disclose confidential information that we have obtained from you.

12.3 We will not knowingly accept instructions from you to commence proceedings against another client of ours or from another client to commence proceedings against you during the term of our retainer with you.

13. Artificial Intelligence

13.1 For the purposes of these Terms, **AI** refers to any artificial intelligence technology, including but not limited to machine learning algorithms, natural language processing tools, and automated decision-making systems, and examples of which include ChatGPT, Claude, Bing Chat, Google Bard and/or Gemini, GitHub, Co-Pilot, Lexis+, and DALL-E, among others.

13.2 We may utilise AI technologies to enhance the efficiency, accuracy, and cost-effectiveness of the legal services we provide. These tools assist in various aspects of legal service delivery, including document drafting, legal research, document review, undertaking e-discovery, analysis, and predictive analytics. While AI tools play a supportive role in delivering legal services, all decisions, opinions, and advice provided to you will involve the professional judgment and oversight of qualified legal practitioners. AI tools are used to assist rather than replace human expertise.

13.3 We recognise the sensitive nature of the information you share with us and take our confidentiality obligations seriously. When using generative AI tools, we will submit data only as necessary to support the provision of legal services and will employ reasonable safeguards to protect against unauthorised access or misuse.

13.4 Any information shared with third-party AI tools will be subject to the terms of use of those tools, including as to confidentiality. There is a potential risk that confidential and/or privileged information could be accessed by third parties, which you acknowledge. We will work to ensure compliance with relevant legal, ethical, and professional standards, taking care to minimise risks (to the extent we are reasonably able) associated with processing identifiable, personal or sensitive information.

13.5 We will handle personal information submitted to, processed by or generated through AI tools in accordance with applicable data protection laws, these Terms and our privacy policy, noting that some service providers of AI tools may store or process data within or outside New Zealand.

13.6 By engaging our services, you consent to the use of AI technologies as described in these Terms. You may withdraw your consent at any time by providing written notice to us.

13.7 Upon request, we will provide you with information about the specific AI tools being used on your matter(s) and their purposes. If you prefer that AI tools not be used in connection with your matter, please notify us in writing. We will respect your preferences and make alternative arrangements to deliver our services.

14. **General**

14.1 These Terms apply to any current engagement and also to any future engagement.

14.2 We are entitled to change these Terms from time to time.

14.3 For the avoidance of doubt, our terms of engagement in respect of each matter that we undertake for you shall be on the terms contained on our website at the date when we commenced such work (and where applicable as were provided to you with our letter of engagement in respect of the particular project).