Welcome to Avid.legal – New Zealand Corporate, Commercial and Tech Law Experts

On behalf of the entire Avid.legal team, thank you for choosing to work with us. We look forward to working with you. Our terms are broken into two parts, (1) important information; and (2) our engagement terms. They must be read in conjunction with the engagement summary given to you with this document. They will apply to all future engagements unless we update them. We will notify you of any updates. If you continue engaging our services, the updated terms will apply to our engagement(s) from that point onwards unless agreed otherwise in writing.

Values

We are led by our values, which we hope will come through as we build a relationship with you:

- **Real**. We are open and approachable. We are understanding. We are easy to work with. We talk straight. We work in with each other, not separately from each other. We take our work seriously, but not ourselves. We love our craft; we enjoy what we do.
- **Thoughtful**. We care about each other, our role, and our impact. We are commercially and socially aware. We are forward thinking. We constantly seek improvement by being curious, and embracing creativity. We are prepared to be a blank canvas, and a beacon for different ways of doing things.
- **Empowering**. Avid.legal is a place for good people to do their best work, enjoying everyone's company. We believe in the power of collaboration, collegiality and teamwork. We leverage our experience and networks for your benefit. We maximise your ability to succeed. We stand beside you when the going gets tough, and we celebrate your success.
- **Tenacious**. We focus on solutions, not problems. We listen, we strategise, we execute. We are confident and committed. We are proactive. We get it done. We did what we said.

How we can help you

We strive to provide exceptional legal services and solutions that you deserve. We will always have an open-minded approach to new ways of supporting you.

If something is not right, please let us know. It ensures we are able to improve and adapt with your business needs. Our core expertise is summarised on our website, which you can view here. It includes:

Capital raising, growth, ventures, ownership.	Strategy, capital raising transactions, structuring, ventures, venture capital, shareholder/ownership arrangements, employee share schemes, corporate governance.
Commercial, technology, data.	Technology contracts, commercial partnerships, IP commercialisation, product development, international expansion, privacy, AI, data, and regulatory compliance, customer/supplier terms.
M&A	Strategy, transaction planning and readiness, advisor terms, due diligence, negotiation, regulatory advice, and execution.

If you require help outside our areas of expertise, or outside New Zealand, we can seamlessly access and collaborate with other experts.

SECTION 1 – IMPORTANT INFORMATION FOR CLIENTS

INTRODUCTION: This section contains information required by the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers.

FEES: The basis on which fees will be charged is set out in our engagement summary. If you are using us on a regular basis, we will agree the basis on which are fees are payable with you at the time of each engagement, and if we don't, then we will charge on a time and expense basis based on our standard hourly rates referred to in our engagement summary, and which may be updated by notice to you annually.

INSURANCE: We hold professional indemnity insurance that meets or exceeds the minimum standards set by the Law Society.

LIMITATIONS ON THE EXTENT OF OUR OBLIGATIONS OR LIABILITY: Limitations on the extent of our obligations to you and limitations and exclusions of liability are set out in Section 2 (*our engagement terms*).

LAWYERS' FIDELITY FUND: The legal profession also operates a Lawyers' Fidelity Fund through the Law Society which may reimburse clients who suffer pecuniary loss due to theft or misappropriation of funds by lawyers. The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to $100,000. However, subject to certain limited exceptions as set out in the Lawyers and Conveyancers Act 2006 the Fidelity Fund does not cover a client for loss relating to money where the lawyers have been instructed to invest the funds on behalf of the client.

CLIENT CARE AND SERVICE: Lawyers must:

(a) Act competently, in a timely way, and in accordance with instructions received and arrangements made.

(b) Protect and promote your interests and act for you free from compromising influences or loyalties.

(c) Discuss with you your objectives and how they should best be achieved.

(d) Provide you with information about the work to be done, who will do it and the way the services will be provided.

(e) Charge you a fee that is fair and reasonable and let you know how and when you will be billed.

(f) Give you clear information and advice.

(g) Protect your privacy and ensure appropriate confidentiality.

(h) Treat you fairly, respectfully and without discrimination.

(i) Keep you informed about the work and advise you when it is completed.

(j) 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 published by the Law Society. Those obligations are subject to other overriding duties, including duties to the courts and to the justice system.

COMPLAINTS: We aim to investigate all complaints or expressions of dissatisfaction 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 our client care director. Contact details for our client care director are:

Bruno Bordignon
m: +64212776660
e: bruno.bordignon@avid.legal

The Law Society operates the Lawyers Complaints Service. You are able to make a complaint to that service. To do so, phone **0800 261 801** for information and advice about making a complaint.

For further information, please visit www.lawsociety.org.nz, or call **0800 261 801**.

SECTION 2 – OUR ENGAGEMENT TERMS

1. SERVICES

1.1. **Instructions**: These terms will apply to each engagement you have with us, unless for a particular engagement, we agree otherwise.

1.2. **Our people**: The main people involved in doing your work will be identified to you in our engagement summary. We may also delegate or subcontract your work to others.

1.3. **Our duties**: We have a duty to act in your best interests. However, in matters that are before the Court, we also have overriding duties as officers of the Court. This means that we have a duty to be completely honest with the Court, and to put all relevant law before the Court so that it can make its decision, whether the information supports your case or not. We also cannot put information before the Court if we believe that information to be untrue or misleading.

1.4. **Progress updates**: We will always try to keep you up to date with your work and will also provide you with updates when asked.

1.5. **Nature of advice:** Any advice given by us is:

(a) solely for your benefit. It may not to be relied on by any other person unless we agree to that in writing;

(b) not to be disclosed, referred to or used other than for the purpose for which it was sought;

(c) not to be made public or published;

(d) limited to the matters stated in it;

(e) limited to and governed by New Zealand law; and

(f) subject to changes in the law after the date it is given.

1.6. **Use of external records:** In providing our services to you, we may rely on information provided to us by third parties (e.g., government agencies, public registries, witnesses, or experts). If the information provided by such sources is inaccurate or incomplete, we do not accept responsibility for any such errors or omissions and will not be liable for any connected damage or loss.

1.7. **Our name:** Our name and advice may not be used in connection with any offering document, financial statement, report, or other public document without our written consent.

1.8. **Completion:** When our instructions on a matter are completed, our representation of you will end. We are not obliged to notify you of any subsequent change of law, or to provide any further services related to that matter. If you engage us for any further matters, these terms (as updated from time to time) shall apply.

1.9. **Use of AI Tools:** We may use artificial intelligence and machine learning software and similar tools (**AI Tools**) in the provision of our services to you to deliver results more efficiently and to leverage the commercial, technological and strategic benefits associated with such AI Tools. By engaging us you agree to us using, incorporating and relying upon AI Tools in the performance of our services to you, including in the production of any advice or deliverables we are engaged for, and for our own internal business purposes.

2. FEES AND EXPENSES

2.1. **Factors used in calculating our fees**: Our fees are calculated in accordance with the Rules of Conduct and Client Care for Lawyers and guidelines set by the Law Society and take into account factors including:

(a) The time and labour expended.

(b) The skill, specialised knowledge and responsibility required to perform the services properly.

(c) The importance of the matter to you and the results obtained.

(d) The urgency and circumstances in which the matter is undertaken and any time limitations imposed, including those imposed by you.

(e) The degree of risk assumed by us in undertaking the services including the amount and value of any property involved.

(f) The complexity of the matter and the difficulty or novelty of the questions involved.

(g) The experience, reputation and ability of the lawyer.

(h) The possibility that the acceptance of the particular retainer will preclude engagement of the lawyer by other clients.

(i) Whether the fee is fixed or conditional (whether in litigation or otherwise).

(j) Any quote or estimate of fees that we have given you.

(k) Any fee agreement (including a conditional fee agreement) entered into between us and you.

(l) The reasonable costs of running a practice.

(m) The fee customarily charged in the market and locality for similar legal services.

2.2. **Rate cards**: The rate card provided to you as part of any engagement will apply for that engagement, subject to:

(a) Our ability to revise those rates (on a go-forward basis) from time to time by notice in writing to you; and

(b) Our ability to automatically apply an increase from 1 April each year (without notice to you) provided it is no more than the CPI increase for the previous 12-month period.

Such rate card (as adjusted) will also apply to future engagements unless we advise you differently at the time.

2.3. **Fee estimates**: Any fee estimates given are estimates only and are simply based on our experience in undertaking similar projects for other clients. Our actual fees will be charged on a time and expense basis based on our rate card and those matters set out in clause 2.1 of Our Engagement Terms.

2.4. **Fixed fees**: If we agree we will charge a fixed fee this will be on the basis of an agreed scope of our services, and be subject to any assumptions and qualifications spelt out. Unless otherwise agreed in writing, any work that falls outside of that scope will be charged on a time and expense basis based on our rate card. We will let you know once it becomes apparent that we need to undertake work outside of scope.

2.5. **No contingency**: Unless we agree in writing, our fees are not contingent on any particular outcome. We will do our best for you but cannot guarantee any result, nor have our fees contingent on any result.

2.6. **Expenses**:

(a) We may charge you for any expenses incurred on your behalf.

(b) We will endeavour to identify any significant expenses to you prior to incurring them.

(c) We may also request payment in advance for any significant expenses.

(d) Expenses may include items such as filing fees, search fees, travel, significant photocopying, courier, and significant international telephone calls.

2.7. **Invoicing**: We will normally send you a monthly account on an interim basis for ongoing matters involving work spread over more than one month, unless agreed otherwise.

2.8. **Funds in advance**: We may ask you for funds in advance to be held in trust and applied by us with your approval in payment of our fees and expenses.

3. PAYMENT

3.1. **Payment**: Our invoices are payable by the 20th of the month following the date of the invoice, unless alternative arrangements have been agreed with you in writing.

3.2. **Deducting from funds held**: Where you pay our fees and expenses into our trust account, we may attribute those fees and expenses to the payment of your invoices without needing your further consent. In respect of other funds, with your consent, we may deduct our fees and expenses from those other funds held in our trust account on your behalf.

3.3. **Partial payment**: If we accept partial payment, it is not to be considered as settlement of the full amount due unless we specifically agree in writing.

3.4. **Suspending work**: If you have outstanding invoices with us, we may stop work on your matter or terminate our engagement with you.

3.5. **Terminated engagements**: If our engagement is terminated (whether by you or us) you must pay us all fees due, and all expenses incurred up to the date of termination.

3.6. **Default charges**: You are liable for any costs incurred by us (including costs on a solicitor/client basis and any credit agency fees) recovering any outstanding invoices owed by you. We also reserve the right to charge you interest on overdue accounts at the rate of 2% per month on the outstanding amount.

3.7. **Collection agencies**: We may use information you have provided to assist us collecting any outstanding invoice and may give this information to any third party (such as credit agencies) to assist in collecting any outstanding invoice.

4. TRUST ACCOUNT FUNDS

4.1. **Applicability**: This clause 4 only applies where we operate a trust account.

4.2. **Receiving funds**: Where we operate a trust account and receive money on your behalf (other than for payment of our invoices), we will hold those funds in our trust account.

4.3. **Payments**: Payments out of the trust account will be made to you or to others with your authority. Written authorisation from you may be required where payment is to be made to a third party.

4.4. **Records**: A statement of trust account transactions detailing funds received and payments made on your behalf can be provided at any time upon your request.

4.5. **No interest**: In accordance with the Lawyers and Conveyancers Act 2006, monies held in our trust account but which are not placed on interest bearing deposit will not earn you interest.

4.6. **Interest bearing deposit**: Where appropriate, funds will be placed on interest bearing deposit with a registered bank in New Zealand. Funds may also be placed on term deposit if you instruct us in writing to do so.

4.7. **Interest**: Monies in our trust account do not earn interest unless placed on interest bearing deposit. Where this occurs, we will pay you any interest earned, less withholding tax and an interest collection commission payable to us will be credited to your account.

4.8. **Payment instructions**: If you request a payment from our trust account to be made by direct credit to your account, we will require evidence of the account number in form suitable to us.

5. CONFIDENTIALITY AND PRIVACY

5.1. **Privacy**: Our privacy policy is available on our website and may be updated without notification from time to time.

5.2. **Confidentiality**: Subject to legal or binding obligations on us to the contrary, information disclosed to us by you will be afforded confidentiality to the fullest extent allowed by law, and by the Law Society's rules. All of our staff sign a confidentiality agreement which means that information will not be disclosed to anyone outside the firm except, so far as necessary, to further your interests or respond to any complaints or claims made by you.

5.3. **Verification of identity**: We may ask you to show us documents verifying your identity. You acknowledge we are legally required by the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (**AML/CFT Act**) and the procedures for electronic registration of land transactions to take a copy of documents verifying the identity of the client in some transactions.

5.4. **Personal information**: In order to provide services to you, and as part of our continuing effort to improve the services we offer, we maintain a database of basic client information (such as names, contact details and IRD number where appropriate). From time to time we may request that you confirm the accuracy of the information we hold about you. Such information will be used by us, our staff and agents for the purposes of acting on your behalf.

5.5. **Third party information**: It may be necessary to obtain information on your behalf from other people, companies or institutions.

5.6. **Right to access**: If you are an individual, you have a right to access information which we hold about you and may request correction of such information. Please email requests to: privacy@avid.legal.

5.7. **Use of information**: You acknowledge and agree that we may use any information and materials you provide to us, and any materials we generate in the course of providing services to you, for the purposes of training, refining and/or improving our people, tools, systems, insights and/or service offerings, provided that any such use is solely for our own business purposes (including service improvement, quality assurance, automation development and the derivation and commercialisation of insights) and any outputs used outside our firm will be aggregated and/or anonymised so that they do not contain any information capable of identifying you.

6. CONFLICTS OF INTEREST

6.1. **Conflicts policy**: We take steps to ensure that no conflict of interest arises between clients from whom we have taken instructions. On the rare occasions that a conflict or potential conflict does arise, we will follow the Law Society's rules. Our acting for you will not restrict us from acting for another client in relation to any separate matter, even if that other client's interests may be adverse to yours. Unless required by the Law Society's rules, we will not be required to obtain any further consent from you to act for that other client. If you believe a conflict of interest has arisen or may arise, please inform us immediately.

7. FILES AND DOCUMENTS

7.1. **Retention**: Subject to any legal requirement, we retain the files we establish on a matter for a period 10 years after a matter is completed. We may hold that file electronically rather than physically. After that time, we may destroy the file without contacting you.

7.2. **Documents**: We may agree to hold important legal documents or deeds relating to your legal affairs for safe keeping (e.g. signed wills, trust deeds, leases and commercial contracts). We will hold these documents **at your risk.** We may also send them to a reputable secure document storage company in which case the documents will be held subject to our agent's terms and conditions of service. While all reasonable care will be taken, neither we nor our agent will have any liability (direct or indirect) in relation to the provision of this service. These documents will not be destroyed unless requested by you or unless rendered obsolete by the passage of time or for other valid reasons, and you may request the return of these documents at any time. We also reserve the right to cease providing this service and return these documents to you at any time.

7.3. **Uplift authorities**: If you uplift your files or other documents at any time, we may make and retain copies of them before they are uplifted.

7.4. **Files held in your environment**: When we are working (or have worked) on documentation or files within your environment, we are entitled to download a copy, and you agree to supply the full electronic history of the relevant document or file, upon request by us.

8. OUR MONITORING OBLIGATIONS

8.1. **Laws**: We must comply with all laws, including (but not limited to):

(a) **AML/CFT**: the AML/CFT Act; and

(b) **FATCA**: the USA's Foreign Account Tax Compliance Act (**FATCA**), the USA/New Zealand intergovernmental agreement relating to FATCA and related changes to New Zealand legislation.

8.2. **Banks and regulatory agencies**: We may also be required to assist any bank, regulatory agency, or other entity with whom we transact as your agent, or with whom we deposit money on trust for you, to comply with that entity's legal obligations.

8.3. **Diligence information**: We will perform customer due diligence and account monitoring, keep records, and report any unusual or suspicious transactions where required by the AML/CFT Act, FATCA, or any other law from time to time either ourselves or via third party solution providers. We may periodically advise you what information and documents are required for these purposes. These may relate to you, any other relevant person (e.g., any beneficial owner or person acting on behalf of you), in the case of trusts

– trust deed and beneficiary information, the source of funds, the transaction, the ownership structure, tax identification details, and any other relevant matter. You must provide the information and documents promptly and you must ensure that documents are accurate.

8.4. **Other people**: Please ensure that any of the persons described above in respect of whom we collect information are aware of and consent to this. We are not responsible to you, or anyone else, for anything done or not done by us (including any provision of information by us to any third party or any withholdings made) in order to comply with our legal obligations. You confirm that you are authorised to provide the personal details presented and you consent to the information being passed to and checked with the document issuer, official record holder, a credit bureau and authorised third parties for the purpose of verifying identities and addresses.

8.5. **Sanctions**: We understand that neither you, nor any of your shareholders, directors, officers or subsidiaries, are, nor have ever been the target, or threatened target, of any economic or financial sanctions. You must inform us immediately if this is not the case. Where sanctions or other laws restrict us from acting for you, may suspend, terminate our engagement or limit our scope of instructions.

8.6. **Records:** We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency/body or court as required by law.

8.7. **Acknowledgment:** Where there is a legal or binding obligation to do so we may:

(a) suspend, terminate, or refuse to enter into a business relationship;

(b) delay, block, or refuse to process a transaction (including by refusing to handle and deposit money on trust for you);

(c) report a transaction, without notice if the required information or documents are not provided, or it is suspected that the business relationship or transaction is unusual, may breach any applicable law, or may otherwise relate to conduct that is illegal or unlawful in any country; and

(d) take any other action required of us.

9. LIMITATIONS OF LIABILITY

9.1. **Limitation**: To the extent permitted by law, our liability to you (whether in contract, equity, tort (including negligence), under statute or otherwise) arising out of your engagement of us on any matter (or any series of related matters) is limited to direct damages (excluding lost profits and lost opportunities) suffered by you and in aggregate will not exceed, the lesser of:

(a) five (5) times the amount of professional fees (excluding expenses and GST) invoiced and paid by you (on all matters) in the 12-month period immediately prior to the event giving rise to a claim; or

(b) the amount available to be paid out under any relevant insurance held by us, up to a maximum of NZ$10,000,000; or

The above applies to any liability arising from any aspect of our involvement in any matter, including but not limited to the provision of professional services, the use, storage and transmission of data or information and the use of any electronic communications.

9.2. **No personal liability**: To the extent not prohibited by law, you agree that in relation to the services (and these terms) that your engagement is solely with Avid.legal Ltd and you agree not to bring a claim of any nature against any director, shareholder, employee, contractor or subcontractor of Avid.legal Ltd. This clause is for the benefit of the individuals contemplated in it for the purposes of Part 2, Subpart 1 of the Contract and Commercial Law Act 2017.

9.3. **Foreign laws and tax laws**: We are only qualified to advise on New Zealand law. If we assist you in respect of matters governed by foreign law or that relate to tax law, we do so on the basis that we do not accept any responsibility (and will not have any liability, whether in contract, tort (including negligence), equity or otherwise) in relation to your legal position under that foreign law or tax law. We recommend you seek local law advice for any foreign jurisdictions.

9.4. **Further limitations**: We may also further limit our liability for specific engagements, but if we do, we will clearly identify that limitation in the terms of that specific engagement.

10. GENERAL

10.1. **Joint instructions:** If there is more than one of you instructing us, you all agree:

(a) that we can rely on instructions from any one of you as being given by all of you; and

(b) that you will be jointly and severally liable for the payment of our fees. This means we can chase any one or more of you for our fees.

10.2. **Governing law**: These terms of engagement will be governed by and construed in accordance with the laws of New Zealand and all disputes and claims are subject to the exclusive jurisdiction of New Zealand courts.

10.3. **References to you**: Where we have worked on a matter for you that is a publicly announced transaction, we may associate ourselves with the transaction and identify that we act for you in that transaction. In doing so, we will never disclose any information greater than what has been made publicly available through the announcements for that transaction.

10.4. **Updates and other communications:** You agree that we can send your updates and other communications that we might think relevant to you. If you don't want to receive them, please email us at unsubscribe@avid.legal.

10.5. **Recording devices and summaries:** If you wish to record our oral advice and/or meetings that we participate in, you may only do so with our express agreement. Only written advice provided by us may be relied on, unless we expressly agree otherwise. We accept no responsibility for reviewing or correcting recordings or summaries of our oral advice (whether you produce such summaries manually or through AI/recording technology) unless we expressly agree.