

# Terms of Business

## 1. Definitions

The words "**the firm**", "**we**", "**us**" and "**our**" means, as the context permits:

- (a) Steinepreis Paganin of Level 14, QV1 Building, 250 St Georges Terrace, Perth WA 6000 Australia (**SP Perth**); or
- (b) Steinepreis Paganin of Level 6, 99 William Street, Melbourne VIC 3000 Australia (**SP Melbourne**).

The word "**you**" has the meaning given in our Engagement Agreement.

The **effective date** of these terms of business (**Terms**) is 1 July 2026.

## 2. Contractual position

On execution of an Engagement Agreement with the firm, these Terms form part of our engagement pursuant to the Engagement Agreement, which constitutes an offer to enter into a costs agreement in compliance with the Legal Profession Uniform Law (Victoria) and/or (WA) (**Uniform Law**) as applicable (**Engagement**). The Engagement Agreement is effective from the date we first received instructions from you in relation to the initial matter and will remain in effect until varied.

The Uniform Law applies to the provision of legal services but not to the provision of non-legal services.

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

The current form of these Terms is available on our website at [www.steinpag.com.au](http://www.steinpag.com.au).

Each financial year, we will review these Terms. If any changes are made, they will take effect from 1 July in each year, and we will provide you with either (a) a link to the updated Terms or (b) a revised Engagement Agreement along with your invoice. We will also review our hourly charge-out rates (contained in our Engagement Agreement) on 1 July each year and any changes to our charge-out rates will be included in your invoice. Your continued instructions following notice of these changes will be deemed acceptance of the updated Terms and/or Engagement Agreement.

## 3. Your obligations

We will take instructions only from you. You do not authorise any other person to give instructions on your behalf.

To ensure we are able to provide legal services to you, we require the following from you:

- (a) that you provide instructions as and when required. Ordinarily we will ask for instructions from you in writing and request you provide instructions in writing. Pressure of time may however dictate that instructions are obtained orally. If that happens, we will endeavour to subsequently confirm your instructions in writing;
- (b) that you provide good access to all relevant documentation. It is important that if you possess original documents then they be provided to us. If the documents are not in English then we are entitled, at your expense, to have them translated into English; and
- (c) that you assist in ensuring we have good access to persons we will need to consult in order to advance your matter (including other advisors engaged by you).

We shall not be responsible for any loss, damage, costs or expenses you may suffer or incur as a result of the inaccuracy or incomplete nature of instructions that you give us or that are purportedly given by or on behalf of you.

You also agree that you are solely responsible for satisfying yourself as to the commercial viability of any transaction, the bona fides of the other parties to any transaction, the financial matters relevant to and the commercial soundness of the transactions, and have the sole responsibility for all of these matters and will act reasonably and take reasonable care to do so and otherwise to protect your own interests.

### If you are a trustee

We do not act for, nor are we liable to, any beneficiaries of any trust.

By instructing us, you confirm that you have full power and authority to enter into the Engagement Agreement and to instruct us in your matters on an ongoing basis from the date you instruct us, until the file is closed.

## 4. Our obligations

The firm owes you, as the client (and where there is more than one client, each of you), a duty of care. The firm's objective is to advance your interests. In doing so the firm has to have regard to ensuring the procedures applicable to your matter and the cost of the procedures are proportionate to the level of complexity, novelty or difficulty of the issues involved in your matter.

### Timely advice

Our services will be provided in the utmost good faith. All lawful and reasonable instructions will be carried out diligently, promptly and with reasonable skill and care.

The firm will endeavour to respond to telephone calls and other communications promptly. If you require an urgent response, you must clearly highlight and detail that in your communication.

In the event of a seriously disruptive event occurring at any of our offices or to our systems, we shall endeavour to restore our service as soon as possible. In such event there is likely to be some effect upon our service levels. We cannot accept responsibility for any delay caused by such disruption or for any other consequences beyond our reasonable control.

### Consent

Your acceptance of our Engagement Agreement authorises the firm to act for you. The firm is not required to ask for your consent for every action the firm takes. However, we will consult with you in advance about every material step we propose to take on your behalf.

### Conflicts of interest

If, during the course of your matter, you instruct us to provide advice to an entity or person that is related to or associated with you (and the practice is able to do so), then that entity or person must become a client of the firm by accepting an offer from the firm to provide legal services to that entity or person and the basis on which the firm will charge for those legal services.

We also owe a duty to you (and where there is more than one client, each of you) to represent your interests to the exclusion of the interests of others. If accepting some of your instructions in the course of your matter or continuing to act for you would present the firm with a conflict of interest, actual or potential, we will endeavour to achieve a satisfactory resolution but may have to cease to act for you and terminate the Engagement.

We will not be obliged to disclose to you any confidential information obtained through our work for other clients.

In acting for you in your best interests the firm is not required to do anything which is unethical or unlawful. Each lawyer in the firm owes a duty to the Court that is a paramount duty and applies in priority to any duty owed to you.

## 5. Excluded services – taxation/accounting advice

We do not hold ourselves out as having expertise to advise on, and accordingly do not provide any advice on, taxation, stamp duties or accounting matters.

## 6. Engagement of other service providers

You authorise us as your agent to engage external service providers (including other lawyers or law practices) to provide specialist advice or services. You are responsible for payment of fees and charges of such service providers and must repay us any amount we pay them. Such fees will be included on our invoice. Where we pay the third-party service provider on your behalf in a foreign currency, the Australian dollar amount of the disbursement on our invoice to you will reflect the cost that we have incurred in payment of this service (using the applicable foreign exchange rate at the date of payment to the third party).

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 service provider we propose to engage as soon as the retained service provider provides this information to us.

### Liability

The service provider may provide you with their own terms and conditions for business.

To the extent permitted by law:

- (a) we accept liability for any error on our part in our instructions to those service providers, but take no responsibility for their work or how they carry out their instructions; and
- (b) in suggesting or selecting a service provider, we shall rely on information we are given as the qualifications of the person but take no responsibility on that selection and give no warranty as to the ability of the service provider to appropriately carry out the task or as to the quality of that service provider's work.

## 7. Basis of charges

Our legal fees are charged on a time-spent basis at the hourly rates (exclusive of GST) set out in our Engagement Agreement.

Our charges are structured in 6-minute units and you will be proportionately charged for work involving shorter periods less than an hour. The minimum charge is 1 unit (even if actual time spent is less). Our rates are reviewed on a regular basis and may change during our Engagement and we will notify you accordingly. In relation to lengthy matters, this may impact upon our cost estimate (which may be revised accordingly). You may accept the amended hourly rates in writing or by continuing to instruct us.

For Western Australian Engagements, we are obliged to inform you that if you do not agree with our basis for legal fees being hourly rates, the only other permitted alternative is for charges to be based on the statutory costs determination accessible at the following link: [Statutory Costs Determination](#). Such costs would be less than our estimate because the statutory costs determination limits the number of hours and amounts that can be charged by a law practice for some services; may not permit some work or disbursements to be chargeable at all; applies different hourly rates; and applies different hourly rates and amounts for different services. If this were the case, we would need to re-consider whether we can continue to act for you.

By accepting our Engagement, you are agreeing that we can charge at higher rates than would be chargeable under the statutory costs determination.

## 8. Estimate of costs

If we have provided you with an estimate of our costs, it is not a quotation and it is subject to change.

Our estimate may change depending on the nature and scope of the work required and any major variables such as:

- (a) whether the scope of our involvement or work is changed;
- (b) the duration and complexity of the matter;
- (c) the extent of written advice required to be provided;
- (d) the volume of documents required to be prepared or reviewed;
- (e) the frequency and duration of communications between you and us;
- (f) whether we receive your prompt and efficient responses to requests for information or instructions;
- (g) whether your instructions are varied;
- (h) whether the matter becomes contentious;
- (i) the approach taken by any other parties in the matter, including with respect to any proceedings commenced or the matter generally; and
- (j) changes in the law.

Our estimate is based on your preliminary instructions and our knowledge of the matter to date and our actual costs may exceed our estimate if further information becomes available or circumstances change. In this event we will provide you with a revised estimate as soon as practicable. Where there is a significant change in your matter, then as far as possible we will advise the impact of the change on the legal costs.

Estimates are given exclusive of GST, unless otherwise expressly stated.

## 9. Expenses and disbursements

We will also charge for any expenses incurred in providing our legal services as well as any disbursements incurred on our behalf. We will charge you a practice management fee of 1.5% of the invoiced fee for the month. This is for all photocopying, printing, scanning, library, storage of documents, internet, computer software costs, emails, facsimiles, telephone calls and postage.

Disbursements that you can expect to be charged for include our out-of-pocket costs for items such as couriers, travel, regulatory search fees, lodgement charges and agent costs. We may also utilise third party software and services from time to time that will be disbursed to the extent that their use applies directly to the matter for which we have been engaged. If there are disbursements to be incurred that we reasonably believe are unusual, we will seek your instructions before incurring the expense.

We may require you to pay funds into our trust account before incurring these expenses and disbursements.

## 10. Billing

We will send you an invoice in Australian dollars containing details of our professional fees and charges, disbursements and expenses, including GST, on a periodic basis, usually monthly. Our invoices are final for the work to date and are due and payable on receipt.

Each invoice sent to you will identify the responsible principal for the invoice and will contain a notification of your rights with respect to the costs charged in the invoice.

### Electronic Billing

By accepting the Engagement Agreement, you consent to us sending you our invoices electronically at your usual email address as specified by you or by any other means of electronic transmission agreed to by you and us.

## GST

We will charge, and you agree to pay, GST on all fees charged and disbursements paid by us for which GST is by law required to be paid. You otherwise acknowledge that GST is payable in respect of each taxable supply made to you and that all charges for professional time shown are inclusive of GST. ('GST', 'taxable supply' and 'tax invoice' have the meaning given in A New Tax System (Goods & Services Tax) Act 1999.)

### Interest Payable

If you do not pay an invoice within 30 days of the date of the invoice, we may charge interest on the unpaid portion from the due date until the date of payment in full at an interest rate not exceeding the Cash Rate Target, fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the invoice is issued.

### Itemised Invoice

Within 30 days of receiving an invoice from us, you may require us, by notice in writing, to provide you with an itemised bill of the costs the subject of the invoice. We will provide the itemised invoice within 21 days of such request. We will not charge you for the preparation of an itemised invoice.

### Progress Reports

You are entitled to request, at reasonable intervals, written progress reports on your matter. Our normal charge-out rates will apply for this service.

You are entitled to request a written report on the legal costs incurred to date since the invoice was given to you, free of charge.

### Applying awarded costs to unpaid invoices

You acknowledge that the firm may receive on your behalf any payment for legal costs and disbursements awarded to you and use the money received to pay any unpaid or partly unpaid invoices issued to you.

### Lien and suspension of work

If any invoices remain unpaid, we may suspend work for you and retain possession of documents and files.

## 11. Payment methods

The following payment methods are acceptable by the firm:

- (a) bPay or electronic transfer;
- (b) credit card; or
- (c) cheque.

Full payment details will be included in our invoices.

## 12. Your rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing;
- (c) request a written progress report of costs incurred;
- (d) receive a bill of costs and request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- (e) be notified of any significant change to the basis on which legal costs will be calculated or any significant change to the estimate of total legal costs; and
- (f) seek the assistance of the designated local regulatory authority (Legal Services Complaints Committee WA (LSCC WA) or the Victorian Legal Services Commissioner (LSC Vic) (as applicable) in the event of a dispute about legal costs. Further details will be included in or with our account.

If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:

- (a) when the lump sum is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill; and
- (b) the costs are determined to be payable after a costs assessment or after a binding determination under the Uniform Law (as applicable).

## 13. Disputing costs

If you have a dispute in relation to any aspect of our legal costs, in the first instance we encourage you to discuss your concerns with us so that any issue can be identified, and we can have the opportunity to resolve the matter promptly and without it adversely impacting our business relationship.

If you still have a concern, you may seek the assistance of the LSCC WA or LSC Vic (as applicable) if you wish to dispute the legal costs and disbursements or you may apply to the Supreme Court of WA or the Victorian Supreme Court Costs Court (as applicable) for an assessment of the whole or any part of an invoice for legal costs and disbursements even if the legal costs and disbursements have been wholly or partly paid. Your application for assessment must be made within 12 months after the firm's final invoice on your matter was given to you.

If you have sought the assistance of the LSCC or LSC Vic (as applicable) in relation to a dispute between the firm and you about legal costs and disbursements you cannot apply to the Supreme Court for a costs assessment except where the LSCC or LSC Vic (as applicable) is unable to resolve the dispute and has notified you and the practice of the entitlement to apply for a costs assessment or the LSCC or LSC Vic arranges for a costs assessment.

## 14. Termination of legal services

You may terminate our Engagement at any time by written notice to us. You remain responsible for all fees and disbursements which we may properly charge up to the time of receipt of your notice terminating the Engagement.

We may terminate our Engagement in writing and stop acting for you if:

- (a) you do not comply with the terms and conditions set out in our offer including a failure by you to comply with your obligation to pay the firm's costs and disbursement as provided for in this Engagement Agreement;
- (b) within 21 days of the firm notifying you of the changed hourly rates, you reject the amended hourly rates;
- (c) the firm forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between you and the firm;
- (d) the firm considers on reasonable grounds that by continuing to act for you, it may breach ethical or professional conduct rules;
- (e) you refuse to accept our advice;
- (f) our ability to perform the work required within the required timeframe is compromised for any reason outside our control; or
- (g) in our sole discretion, we consider it is no longer appropriate to act for you.

If we terminate our Engagement with you, we will not be liable for any resulting loss to you and will be under no obligation to provide an explanation with respect to our decision to terminate.

Upon termination, the firm is entitled to retain all files, documents and personal property relating to your matter(s) until all invoices rendered to you by the practice are paid in full or a court otherwise orders.

## 15. Funds held in trust

Circumstances may arise where we receive funds to be held in our trust account for your benefit or for the benefit of third parties. We are under no obligation to hold funds on trust and our prior written consent is required prior to any funds being placed in our trust account. We reserve the right to return funds placed in our trust account to the account from which the funds were transferred without notice to you.

Trust funds will not earn interest unless we receive your written instructions to deposit such funds in an interest-bearing account, unless the amount of the trust funds or the period of time for which they will be held make it inconvenient or impractical for us to invest them. When provided with written instruction, we will invest the trust funds at a branch of the National Australia Bank (unless you expressly direct otherwise) operated by the firm in Western Australia on such terms as we in good faith deem acceptable.

By signing the Engagement Agreement, you acknowledge that the trust account is subject to the supervision by the Legal Practice Board of Western Australia and is maintained in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*, the Uniform Law and Uniform Rules, each as effective at the time of the deposit. You also acknowledge that any claim for defalcation will be made in and under the rules of Western Australia. Under no circumstances will we have any responsibility for the performance of any investment made on your behalf.

All interest earned on funds invested on your instructions belong to you or the third-party beneficiary and will form part of the trust funds. The beneficiary will be liable to pay all income tax on the interest. By signing this the Engagement Agreement, you agree to indemnify us in respect of any income tax payable in relation to the funds invested on your instructions (whether for you or a third party) for which we may be assessed.

By signing an Engagement Agreement, you confirm a standing authority to allow us to apply any trust funds that you may have on deposit or invested through us in satisfaction of our outstanding accounts with you or in payment of disbursements we have paid on your behalf in accordance with the provisions of the Uniform Law and Uniform Rules relating to the withdrawal of trust money for legal costs. If we do this, we will advise you in writing within 14 days.

If amounts remain in our trust account and we have received no response from you despite reasonable attempts to contact you for a period of 6 years, we will:

- (a) transfer amounts less than \$500 to a charity of the firm's choice; and
- (b) lodge amounts of \$500 or more to the Department of Treasury as required by law.

## 16. Joint and several liability

If you provide us with instructions for and on behalf of a related entity, a third party or jointly with another party, or instructions are received directly from a related entity, both you or your company (as the case may be) and the related entity or other party (as the case may be) and any other person who signs the Engagement Agreement will be jointly and severally liable to pay for our services, including disbursements, in accordance with this Agreement.

## 17. Limitation of liability

- (a) If you make a claim against the firm or any of its lawyers arising out of or in connection with the services we provide to you (including any claim for breach of contract, negligence, breach of statutory duty or otherwise), liability shall be apportioned, to the extent permitted by law, in accordance with the respective

responsibility of the firm (or relevant lawyer), yourself and any third parties.

- (b) Nothing in this Engagement Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law (**ACL**) (whether applied as a law of the Commonwealth or any State or Territory of Australia) or any other applicable law which cannot lawfully be excluded, restricted or modified.
- (c) To the extent that the ACL applies to the services we provide to you, and to the extent permitted by section 64A of the ACL and only to the extent that it is fair and reasonable, our liability for any failure to comply with a consumer guarantee in respect of those services is limited, at our election, to one or more of the following:
  - (i) the re-supply of the services; or
  - (ii) the payment of the cost of having the services supplied again.
- (d) Subject to paragraphs (b) and (c) above, our financial liability for any loss or damage suffered by you, arising out of the services we provide you (whether in tort (including negligence), contract, equity or otherwise), is limited to the amount to which we are entitled to be indemnified under the terms of our compulsory professional indemnity insurance required to be held by us under the Uniform Law (**our insurance**).
- (e) You release us from all claims arising in connection with providing services under our Engagement Agreement, to the extent that our liability in respect of those claims exceeds the limit of indemnity under our insurance.
- (f) Where we are liable to you and other third parties in respect of a matter, this limit of liability applies to all of you and represents our total liability to you and all such third parties for that matter.
- (g) If we are liable to you on a matter jointly with another party or have a right of contribution from another party, then our total liability to you is limited to our net contribution. This will be calculated based on the amounts each third party:
  - (i) is liable to contribute (whether or not you collect such amounts); or
  - (ii) would have been liable to contribute but for a limit on, exclusion of, compromise or reduction in liability in favour of that third party.
- (h) We will not be liable to you for any losses caused by delay or failure to perform our obligations due to a banking failure or other circumstances outside our control, including Acts of God, war, civil war, industrial disputes, protests or civil disorder, acts of terrorism, and national or regional emergencies.
- (i) The limits of liability set out above do not apply to:
  - (i) liability for death or personal injury caused by our negligence;
  - (ii) liability for our fraud or our reckless disregard of professional obligations; or
  - (iii) any other liability to the extent that its limitation or exclusion is prohibited by law.
- (j) The Engagement Agreement is the only communication governing our relationship. We have no liability for any statements or representations concerning our relationship with you arising from communications which are not expressly contained in our Engagement Agreement.
- (k) If we become liable to pay damages arising from our acts or defaults, the amounts ultimately payable by us will be reduced by amounts due or contributed to by:



- (i) your own acts or defaults or the acts or defaults of any other person (including your other advisers); and
- (ii) anyone who is not an employee of the firm, or agents for whom we bear responsibility.

## 18. Staff giving of evidence

If any of the firm's lawyers or staff are required to attend or give evidence to any court, royal commission, government agency, parliamentary or other inquiry in respect of matters handled on your behalf, then the firm may charge for all time incurred as a result and all disbursements reasonably incurred, in accordance with the Engagement Agreement.

## 19. Electronic communications and cyber security

### Electronic communication

We will use email and other forms of electronic or digital communication with you and third parties for provision of information, advice, options and copies of documents unless you instruct us to the contrary and we can discuss and agree an alternative method of communication with you.

### Risks with communication

Our emails are not encrypted and therefore may be open to access by "hackers". In addition, we will not be liable and do not represent or warrant that files attached to our emails are free from computer viruses or other defects. All attached files are provided, and may only be used, on the basis that the user assumes all responsibility for any loss or damage resulting directly or indirectly from such use. To the extent permitted by law, we will not be liable for any copying, recording, reading, corruption or interference by others during, or after, a transmission, for any delay or non-delivery, or for any damage caused in connection with the transmission.

If you have any concerns with electronic communication, please do not email particularly sensitive material to us and instruct us to avoid the use of emails for communications with you.

We will use all appropriate care in the selection of external information technology service providers but are liable to you for any losses incurred by you as a result of our using their services for the performance of our work only to the extent to which we are able to recover those losses from them.

### Our bank and trust accounts

We will never change our bank or trust account details without requesting that you confirm that change with us by phoning and emailing the responsible Partner on the file through their official contact information. You are responsible for seeking that confirmation. We will not be responsible for any loss resulting from you transferring money to an incorrect account.

## 20. Work product, privilege and confidentiality

### Use of work product

Advice that we give you and documents which we prepare in any matter or transaction in which we are acting for you are specifically given or prepared for you in relation to that matter or transaction only, and must not be relied on by:

- (a) you in relation to any other matter or transaction; or
  - (b) any other person or entity,
- without our prior written consent.

### Ownership and copyright

We have and retain ownership of, and copyright in, all advices and other documents prepared in the course of our engagement other than documents prepared by external service providers.

You may use such advices and documents for the specific purpose for which it was prepared. You may not, without our

prior written consent, use such advice or documents in any way for any other purpose, neither may you duplicate, amend, vary or adapt the documentation or drafting in any way or allow any third party to use the documents or advice.

To the maximum extent permitted by law, you hereby undertake to hold us harmless and to fully and effectively indemnify us and keep us indemnified against all actions, proceedings, claims, demands, damages, costs and other liabilities arising out of or in connection with any breach by you of this clause.

### Privilege

If material contained in emails is of a kind that might attract legal professional privilege, it is possible that privilege may be lost by the act of electronic dissemination.

### Confidentiality

We will keep confidential all information received from you in the course of us performing the work.

By forwarding any emails (and attachments) to the firm, you agree that we may copy, distribute or disclose such emails (and attachments) to other third parties for the purpose of providing our services to you, for example, we may forward your emails (and attachments) to our agents, consultants or barristers assisting us in providing our services to you.

## 21. Use of generative artificial intelligence

The firm uses artificial intelligence tools, including large language model-based generative artificial intelligence, machine learning and automated reasoning applications (**AI Tools**) to support the delivery of our legal services. AI Tools may be used for purposes such as legal research, document drafting assistance and quality review, meeting transcription and summarising and other administrative tasks. AI Tools are primarily used to enhance the quality of our advice and to minimise client costs. Where AI Tools are used in connection with your Engagement, they are used under lawyer supervision and do not replace our professional judgement or responsibility for the advice we give you.

We also recognise that AI technologies are still being refined, are known to produce inaccurate or distorted information and that the use of AI can create significant risks for both our firm and its clients. All AI-assisted work product is reviewed by a qualified lawyer before being provided to you.

You must ensure that any use of AI Tools in connection with documents, advice or other materials provided by the firm does not compromise confidentiality or privilege, or result in a breach of applicable privacy laws (including the *Privacy Act 1988* (Cth) (**Privacy Act**)). The firm accepts no responsibility for any loss arising from your use of AI Tools in relation to materials we provide.

## 22. Logos and trademarks

We may use your name, logo and trademarks in marketing materials promoting the firm and its services (including press releases, on our website and LinkedIn) unless you ask us not to. If we consider a matter to be sensitive, we will consult with you prior to releasing any press release or other publication in respect of the matter.

## 23. Privacy

We are often asked for information about our experience, including our clients and the matters we handle. Insofar as permitted by applicable law, you consent to our public disclosure that you are a client and a general description of our work for you.

We collect personal information about you and where relevant, your personnel, officers and beneficial owners while providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties.

We will handle all personal information in accordance with the Privacy Act. Our privacy policy is on our website at [www.steinpag.com.au](http://www.steinpag.com.au). Where personal information is provided to us by a third party on your behalf, you are responsible for ensuring that disclosure is permitted under the Privacy Act, including by obtaining necessary consents.

You authorise us to disclose personal information to third parties as reasonably necessary to perform the services, administer and complete the matter and comply with any legal obligation. Depending on the nature of your matter, recipients may include courts, opposing parties, experts and barristers, the Office of State Revenue, other statutory bodies, the Registrar General and transaction counterparties. Some disclosures, including to AUSTRAC, may be required by law and as noted in section 24 below, we may be unable to inform you that such a disclosure has been made.

We will not generally disclose personal information to overseas recipients. Where this becomes necessary, we will endeavour to notify you in advance unless we are prevented from doing so by law.

If you are an entity established in the European Union, or if this engagement involves the personal data of individuals located in the EU, please notify us so that we can consider what additional obligations may apply under the EU Global Data Protection Regulation (**GDPR**).

#### 24. Anti-money laundering and counter-terrorism financing obligations

As a reporting entity under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*, we are required to collect and verify information about you and your instructions as part of our customer due diligence obligations. By accepting our engagement, you consent to us collecting, using and, where required by law, disclosing your information to relevant regulatory authorities (including AUSTRAC) for the purposes of complying with our AML/CTF obligations. We are unable to disclose to you the details of any such reporting where doing so would itself constitute a breach of our statutory obligations.

#### 25. Completion of engagement

In respect of transaction specific Engagements, our representation of you will end when we have completed the services described in the Engagement Agreement, sent our final invoice, or, unless otherwise agreed, after six months of furnishing no billable services to you, whichever occurs sooner, without the need for further written confirmation (**Completion**). We may send you information, invitations, or other communications after the Completion of our engagement, which do not re-establish a lawyer client relationship. Any new relationship will require a new Engagement Agreement. In such a case, these Terms of Business will apply unless new Terms of Business are agreed to at that time.

For the avoidance of doubt, general matter files will remain open until either party confirms that the file is closed.

#### 26. Storage and destruction of closed files

All client files will be closed, stored and then destroyed in accordance with the firm's usual practice. The firm's standard retention period is 7 years from the date of Completion (**Retention Period**). The length of time may be extended after consideration of exceptions requiring a longer retention period. During the Retention Period, you may request a copy of the file. You may incur a cost in relation to the cost of copying or retrieving a file from storage.

#### 27. Jurisdiction and governing law

Subject to your rights to select jurisdiction under the Uniform Law, the Engagement Agreement and all aspects of the performance of our services for you are governed by (a) the

laws of Victoria in respect of the provision of services by SP Melbourne and (b) the laws of Western in respect of the provisions of services by SP Perth. You irrevocably submit to the exclusive jurisdiction of the courts of that jurisdiction.

#### 28. Severability

Any provision of which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provision.

#### 29. Acceptance

You will be deemed to have accepted the terms of our Engagement Agreement if you:

- (a) sign and return a copy of the Engagement Agreement;
- (b) provide instructions to the firm after receipt of the Engagement Agreement; or
- (c) communicate acceptance to any employee of the firm verbally or by email.

Please read these Terms before doing so as your acceptance of the Engagement Agreement will constitute an acknowledgement of your understanding and consent to these Terms. If there is anything you do not understand, please ask for it to be explained to you or seek legal advice if required. If you have any questions in relation to our Engagement, please contact us.

Failure to accept the Engagement Agreement within 28 days may result in the withdrawal of our offer to act on your behalf. We will invoice you for the legal costs and disbursements incurred, calculated in accordance with the statutory costs determination and upon payment of our invoice, we will return any documents provided by you.