

COSTS AGREEMENT

GENERAL CONDITIONS

1. Agreement

Thank you for engaging us, LegalVision ILP Pty Ltd (ACN 167 804 088) (**us, our or we**), to provide legal services to you, the individual or entity set out in our Quote (**you or your**), each a **Party** and together the **Parties**.

We will provide legal services to you in accordance with this Costs Agreement, which includes:

- (a) these General Conditions;
- (b) the Attachments to these General Conditions; and
- (c) the Quote that we have provided to you for the relevant legal services,

together, the “**Terms**”.

These Terms (in particular the Quote) contain important information about the scope of our services, agreed service levels, and any exclusions to that scope. Please review these Terms and contact us if you have any questions.

2. Acceptance

You will be deemed to have accepted these Terms by:

- (a) paying any part of our fees for the relevant legal services;
- (b) accepting these Terms online, and/or
- (c) instructing (or continuing to instruct) us to proceed with the provision of the relevant legal services.

Upon acceptance of these Terms, you will be deemed to have read, understood and agree to be bound by these Terms.

3. Termination by You

You may terminate these Terms by written notice to us at any time. If you do so, you will be required to pay our professional fees, and any costs or disbursements that we have incurred, in respect of the relevant legal services up to the date of termination.

Additional termination terms apply for subscription services that we may provide to you (please refer to Attachment 1 for further information).

4. Payment Methods

We may charge legal services to you on:

- (a) a subscription basis (whether weekly, monthly, quarterly or annually);
- (b) a fixed-fee basis; or
- (c) an hourly rate basis,

as set out in our Quote or Attachment 1. You agree to pay our fees at the times, and using the payment method, set out in our Quote or Attachment 1 (or as otherwise agreed by us).

Before proceeding with any legal services, a subscription fee, fixed-fee price, or a price estimate, will be confirmed between the Parties in writing, including by email.

We reserve the right to:

- (d) ask you for your credit card or nominated account details;
- (e) ask you to pay monies into our trust account; and/or
- (f) approve credit to you.

We may accept payment from you by direct debit, in which case, you will be required to complete a “Direct Debit Request” form and accept our “Direct Debit Request Services

Agreement”, which we will provide to you separately.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

5. Expenses and Disbursements

You are responsible for paying expenses and disbursements which we incur in carrying out your instructions or in performing legal services. We do not charge you for incidental administrative tasks incurred in working on your matter. Disbursements are monies which we pay or are liable to pay to others on your behalf. If you request legal services that require disbursements, we will endeavor to let you know the costs in advance, where possible.

6. Ongoing Legal Services – Professional Fees

If you request additional legal services beyond the scope set out in these Terms, we will either:

- (a) provide you with a further Quote for fixed fee work; or
- (b) charge you professional fees for the legal services we provide based on the following indicative hourly rate bands:
 - \$595 per hour (ex GST) (for example, for Senior Practice Leaders)
 - \$395 per hour (ex GST) (for example, for Practice Leaders, Senior Lawyers and Senior Patent Attorneys)
 - \$195 per hour (ex GST) (for example, for Lawyers, Paralegals and Patent Attorneys).

We reserve the right to allocate our practitioners to hourly rate bands at our discretion, depending on the nature and complexity of the legal services sought, and the level of expertise of our practitioners. To the

extent the above bands do not apply as set out above, we will notify you of the relevant hourly rate band that applies to your lawyer prior to commencing work on the additional scope of work.

You will be proportionately charged for legal services involving shorter periods less than an hour, on a pro-rata basis for time spent.

Our rates are reviewed around 30th June each year and may change during the course of a matter. In lengthy matters, this may impact upon our cost estimates or Quote, which may be revised accordingly.

7. Billing Arrangements and Tax Invoices

We will issue tax invoices on completion of the agreed scope of work relevant to your matter, as set out in your Quote (**Scope of Work**), or at the end of each week, fortnight or month for ongoing matters. We may issue tax invoices on a more or less frequent basis depending on the nature of the legal services. Tax invoices are due and payable as set out on the tax invoice. By engaging us, you agree that tax invoices may be delivered to you via electronic means.

Additional billing terms apply in relation to subscription services that we may provide to you (please refer to Attachment 1 for further information).

8. Trust Money and Authorisation to Withdraw Trust Money

We will provide you with a receipt upon receiving your payment in trust (**Trust Money**). You authorise us to withdraw the Trust Money:

- (a) when the Scope of Work is complete in accordance with these Terms;
- (b) in accordance with instructions that have been received by us and that authorise the withdrawal; or

- (c) if the Trust Money is owed to us by way of reimbursement of money already paid by us on behalf of you, and

before effecting the withdrawal, we will send you a tax invoice and notice of withdrawal referring to the proposed withdrawal. You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your legal services, and to pay our professional fees, expenses and disbursements in accordance with *the Legal Profession Uniform Law 2015 (NSW) (Uniform Law)*.

We may otherwise withdraw the Trust Money if we issue a bill relating to the Trust Money, and you do not object to the withdrawal of the money within 7 business days after being given the bill.

Where you have agreed to make payment by way of direct debit, we may directly debit from your nominated account any amounts due and payable under these Terms in accordance with our "Direct Debit Request" form, "Direct Debit Request Services Agreement" and any other terms or conditions agreed by you at the time of authorising us to directly debit your nominated account.

By authorising us to direct debit, you authorise Stripe Payments Australia Pty Ltd ACN 160 180 343 Direct Debit User ID number 507156 (**Stripe**) to debit your account through the Bulk Electronic Clearing System (BECS) on behalf of us for any amounts separately communicated to you by us. You certify that you are either an account holder or an authorised signatory on the account listed above.

Additional payment terms apply in relation to subscription services that we may provide to

you (please refer to Attachment 1 for further information).

9. Interest Charges

Interest at the maximum rate prescribed in section 75(1) of the *Legal Profession Uniform General Rules 2015 (NSW)* (being the "Cash Rate Target" set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you.

10. Recovery of Costs

The Uniform Law provides that we cannot take action for recovery of our legal costs or professional fees until 30 days after a tax invoice (which complies with the Uniform Law) has been delivered to you, or you have received a subsequent itemised bill if requested, whichever is the later date.

11. Your Rights

You have the right to:

- (a) obtain independent legal advice before agreeing to any proposed costs agreement from us;
- (b) negotiate any proposed costs agreement with us;
- (c) receive a lump sum bill for legal services provided;
- (d) receive an itemised bill, if you request it within 30 days of receiving the lump sum bill;
- (e) request in writing, and be provided with, a written progress report of your matter and the legal costs and professional fees incurred for your matter;
- (f) be notified of any substantial change to any matter affecting our legal costs and professional fees; and

- (g) accept or reject any offer we make for an interstate costs law to apply to your matter, or notify us that you require an interstate costs law to apply to your matter.

We are entitled to charge you a reasonable amount to provide a progress report on your matter but may not charge to provide a written report on the legal costs and professional fees incurred by you.

Nothing in these Terms affects your rights under the Australian Consumer Law.

12. Your Rights in Relation to a Dispute Concerning Costs and Professional Fees

Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about any legal services provided by us, please contact any member of our staff, or contact us via our website at www.legalvision.com.au.

If you have a dispute about our legal costs or professional fees, please discuss your concerns with us to give us the opportunity to resolve the issue promptly and without it adversely impacting on our business relationship.

If the issue is not resolved, you have the following avenues of redress:

- (a) apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs and fees. An application must be made within 12 months after the bill was provided or request for payment made or after the costs or fees were paid;
- (b) apply to the Costs Assessor to set aside some or all of these Terms on the grounds they are not fair or reasonable;
- (c) ask the President of the Law Society or the Legal Services Commissioner for mediation

if the amount in dispute is less than \$10,000; or

- (d) make a complaint to the NSW Legal Services Commissioner within 60 days of the costs or fees becoming payable, or if an itemised bill was requested, within 30 days of it being provided to you.

13. Confidentiality

At all times we will seek to maintain the confidentiality of your confidential information.

We may, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter. This may include to LegalVision ILP Pty Ltd employees and contractors, LegalVision Pty Ltd (our parent company), LV Australia Pty Ltd (our sister company), and to solicitors, barristers and other specialist providers in our network for the purposes of advising you and managing your matter.

We may disclose your information where permitted or required by law to do so, or where such information is no longer confidential.

You must keep the terms of our engagement (including these Terms) confidential, including our rates and fees.

14. Managing Conflicts

We act for many businesses in similar industries. These businesses may compete with each other. We follow the Law Society of NSW guidance on managing conflicts, including that we cannot act for parties on different sides of a dispute, and we generally cannot act for you if we have previously provided legal advice to a person you are in dispute with.

15. Variables Which May Impact on Costs Estimates / Quote

Some of the variables which may impact upon any cost estimate or Quote provided by us are:

- (a) the number and duration of telephone calls or other communications;
- (b) timing and content of your response to requests for information or instructions;
- (c) whether your instructions are varied;
- (d) whether documents have to be revised in light of varied instructions;
- (e) the lawyer or other persons with whom we deal and the level of co-operation of the lawyer's clients and other persons involved;
- (f) changes in the law; and
- (g) the complexity or uncertainty concerning legal issues affecting your matter.

16. Copyright, Retention and Copying of Your Documents

You acknowledge and agree that copyright in our legal advices and documents (**Documents**) belongs to us and that we make Documents available to you under licence from us, as set out in these Terms. You are permitted to use the Documents for your personal or business use. You are not permitted to reuse the Documents for another use, nor to provide the Documents to third parties to reuse or to benefit from (or attempt to benefit from) in a commercial fashion, including that you are not permitted to re-sell, copy reproduce, transmit electronically or otherwise use the Documents in whole or in part, in any manner whether in original form or amended in any way, unless you have requested and received written permission (including by email) to use the Documents in another way.

On completion of your legal services, we will retain your documents for 7 years. Your

(express or implied) agreement to these Terms constitutes your authority for us to destroy the file 7 years after the date of our final tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us under these Terms, including for our professional fees and costs.

On completion of your legal services or following termination (by either Party) of the relevant legal services, you will be liable for our professional fees and any costs that we may suffer or incur in connection with retrieving documents in storage and with the provision of your file to you, or as directed by you (including any photocopying charges).

17. Responsibility

Unless otherwise stated in these Terms:

- (a) if you have engaged us to create legal documents, we are not engaged to and will not provide legal advice, unless you have also engaged us to provide legal advice;
- (b) we will not independently verify the accuracy of information and documents you provide to us;
- (c) we are not responsible for informing you of changes in the law, regulations or interpretations after we have provided the agreed legal services;
- (d) our legal services are only meant for you in the context of your instructions to us. We are not responsible for any other use of our legal services. You must not give our work to anyone else, unless we agree first;
- (e) we are lawyers and you should only rely on us for legal advice in the context of our agreed Scope of Work. We seek to better understand, and usefully interact with, you and may discuss matters outside our

expertise, such as commercial matters. In such event, we are not giving advice that you can rely on. You should consider obtaining specialist advice;

- (f) we are not responsible for any changes that you make to our advice or documents; and
- (g) we are not responsible for any purposes that you use our advice or documents for, except for the purpose that the advice or documents were provided.

18. Your Obligations

At all relevant times, you warrant that:

- (a) you are properly authorised to engage us and instruct us on behalf of any company, partnership, trust or other entity that you say that you represent;
- (b) there are no legal restrictions preventing you from agreeing to these Terms;
- (c) you will cooperate with us and provide us with information and comply with requirements in a timely manner, as requested by us from time to time, that are reasonably necessary to enable us to perform the relevant legal services;
- (d) the information you provide to us is true, correct and complete;
- (e) you will not infringe any third party rights in working with us and receiving the relevant legal services;
- (f) you are responsible for obtaining any consents, licences and permissions from other parties necessary for the relevant legal services to be provided, at your cost, and for providing us with the necessary consents, licences and permissions;
- (g) you will inform us if you have reasonable concerns relating to our provision of the relevant legal services under these Terms, with the aim that we and you will use all reasonable efforts to resolve the concerns; and
- (h) you will not employ, induce, solicit or attempt to employ, induce, or solicit, any employee or contractor that was employed by or contracted to us during the term that we provide the relevant legal services to you or the prior twelve months period.

19. Exclusions

We are business lawyers in Australia. The scope of our legal services is set out on our website: www.legalvision.com.au We do not provide advice on the law of other countries. We do not provide advice in other areas, including tax advice, financial planning advice, accounting advice, insurance advice, criminal law, financial services law or medical / health care law. You should speak to a specialist lawyer or specialist about areas outside of our expertise.

20. Delay

Where our provision of legal services depends on your information or response, we have no liability for a failure to perform the relevant legal services, including within a specified timeframe or period, as a result of your delay in response, or any incomplete or incorrect information provided by you.

21. Third Party Advice and Services

On request by you, we may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services. We disclaim all responsibility and liability for all losses, damages, expenses and costs that you or any person may suffer or incur due to the third party advice or provision of services, or failure to advise or provide services.

22. Termination by Us

We may cease to act for you or refuse to provide you with further legal services, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- (c) if you fail to provide us with clear or timely instructions to enable us to provide the relevant legal services;
- (d) if you refuse to accept our advice;
- (e) if you indicate to us or we form the view that you have lost confidence in us;
- (f) if there are any ethical grounds which we consider require us to cease acting for you, such as an inappropriate, improper or unlawful request, or a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to provide the legal services required within the required timeframe; or
- (h) if in our sole discretion we consider it is no longer appropriate to act for you.

We will give you reasonable written notice of termination of the relevant legal services. You will be required to pay our professional fees and any costs suffered or incurred by us up to the date of termination.

Additional termination terms apply in relation to subscription services that we may provide to you (please refer to Attachment 1 for further information).

23. Referrals

We may:

- (a) provide commissions or benefits for the referral of potential clients to us from referral partners; and

- (b) receive commissions or benefits for the referral of potential clients from us to referral partners.

You may refuse any referral.

We advise you that we are free of any constraint or influence which might be imposed on us by a referral partner. Our advice is fair and free of any bias caused by our relationship with the referral partner. The nature and value of any commissions or benefit which may be provided by us is fair and reasonable having regard to objective commercial standards.

24. Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all professional fees, costs, disbursements, interest and other moneys due to the firm have been paid; and
- (b) our lien will continue notwithstanding that we cease to act for you.

25. Privacy

We are required and committed to protecting your personal information in accordance with our obligations under the *Privacy Act 1988* (Cth), the Australian Privacy Principles and our Privacy Policy (which is available here:

<https://legalvision.com.au/privacy-policy/>).

Personal information about you, provided by you and other sources, is protected under the *Privacy Amendment (Private Sector) Act 2000* (Cth). Disclosure of such information may be compelled by law (e.g. under the *Social Security Act 1991* (Cth)). You also authorise us to disclose such information where necessary

to others in furtherance of your claim/matter. In this clause, “personal information” has the meaning given to it in the Privacy Act 1988 (Cth).

26. Storing and Providing Material Electronically

We use international cloud computing services to safely store e-mails, documents and information that we send to and receive from you. We are able to send electronic mail to you and receive electronic mail from you. However, as such mail is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to provide or transmit any document or information electronically, by email or other online or electronic system for sharing or storing documents, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

27. GST

Where applicable, GST is payable on our professional fees and expenses and will be clearly shown on our tax invoices. By accepting these Terms, you agree to pay us an amount equivalent to the GST imposed on these charges.

28. Assignment

These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).

29. Severance

If any provision (or part of it) of these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

30. Jurisdiction & Governing Law

These Terms are governed and construed in accordance with the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

31. More Information

For more information about your rights, please read the fact sheet titled ‘Legal Costs – your right to know’. You can ask us for a copy, obtain it from your local law society or law institute, or download it from their website.

Liability limited by a scheme approved under Professional Standards Legislation.

LegalVision ILP Pty Ltd directors and employee legal practitioners are members of the scheme.

As at 21 February 2020

© LegalVision ILP Pty Ltd

Attachment 1 – Special Conditions applying to Subscription Services (including LVConnect and LVConnect Pro)

This Attachment 1 (Special Conditions applying to Subscription Services) (**Attachment 1**) is attached to, and forms part of, the Terms.

1. Application of these Special Conditions

This Attachment 1 will only apply to the extent you have purchased a Subscription Service from us, and is to be read in conjunction with the Terms. To the extent it applies, this Attachment 1 will take priority over any conflicting or inconsistent provisions of the Terms.

2. Subscription Services

We will provide Subscription Services to you in accordance with these Terms. These Terms (in particular the Quote) contain important information about the scope of our services, agreed service levels, and any exclusions to that scope. Please review these Terms and contact us if you have any questions.

3. Subscription Fee & Payment Terms

You agree to pay us the Subscription Fee in the amount, and using the payment method, set out in our Quote.

Where you have agreed to make payment by way of direct debit, we may directly debit from your nominated account or credit card any amounts due and payable under these Terms in accordance with our “Direct Debit Request” form, “Direct Debit Request Services Agreement” and any other terms or conditions agreed by you at the time of authorising us to directly debit your nominated account.

By authorising us to direct debit, you authorise Stripe Payments Australia Pty Ltd ACN 160 180 343 Direct Debit User ID number 507156 (**Stripe**) to continually debit your account through the Bulk Electronic Clearing System (BECS) on behalf of us for the Subscription Fee

(or relevant part thereof), and at the times / frequency, as set out in the Quote for the duration of the Subscription Term.

Subject to these Terms, the Subscription Fee is non-refundable, however, we may provide you with a refund, discount or other consideration at our discretion. To the extent permitted by law, we do not provide refunds for unused Subscription Services.

4. Changes to Subscription Service or Subscription Fee

Being an innovative business, we are always evolving, and so are our products and services. Accordingly, we may advise you of changes to the Subscription Services, including changes to the Subscription Fee or Member Pricing (**Changes**).

Changes will only come into effect after we have notified you in writing. If you do not agree to a Change, please notify us in writing, and we will give you the option of terminating your Subscription Service (with a refund of the Subscription Fee for the remainder of the Subscription Term on a pro-rata basis).

5. Subscription Term and Renewals

We agree to provide you the Subscription Services on and from the start date, and for the duration of the subscription term, as set out in your Quote (**Subscription Term**).

On expiry of the Subscription Term, these Terms (and the Subscription Term) will automatically roll-over on a month-by-month basis thereafter, unless earlier terminated in accordance with these Terms. The Subscription fee will be direct debited from your nominated account or credit card on a monthly basis.

If:

- (a) you would not like these Terms to roll-over at the end of the Subscription Term; or

- (b) if these Terms have rolled over on a month-by-month basis, and you do not wish these Terms to continue to roll-over,

you must notify us in writing prior to:

- (c) in relation to subparagraph (a) above, the expiry of the Subscription Term; or
- (d) in relation to subparagraph (b) above, prior to expiry of the then current month.

Following termination, you will continue to have access to the Subscription Services until the end of your then current Subscription Term or month, as applicable. After the expiry of your then current Subscription Term or month, you will no longer have access to the Subscription Services.

6. Termination

Either Party can terminate these Terms by giving the other Party 1 month's prior written notice.

If we terminate these Terms (other than as a result of your default or failure to pay), we will provide you with a refund of the Subscription Fee for the remainder of the Subscription Term on a pro-rata basis. This will be your sole and exclusive remedy for our termination under this clause.

If you terminate these Terms for any reason (other than as a result of our default), you agree that:

- (a) you will not be entitled to receive a refund for any part of the Subscription Fee paid by you prior to the termination date; and
- (b) to the extent there are any amounts due and payable by you under these Terms which are unpaid as at the date of termination (including the remainder of the Subscription Fee for the then current Subscription Term), you agree to pay us those amounts as a debt immediately due and payable.

7. Discounts on Additional Services

Subject to you paying the Subscription Fee in accordance with these Terms, you will have access to Member Pricing on any fixed-fee Additional Services that you instruct us to perform for you.

If you have asked us to perform Additional Services, we will issue you with a Quote to perform those Additional Services on either a fixed-fee or hourly rate basis. You agree to pay for these Additional Services at the times, and using the payment method, stipulated in our Quote and in accordance with these Terms.

8. Defined terms

For the purposes of this Attachment 1, capitalised words have meanings given to them in this document, and as follows:

Additional Services are legal services that may be provided by us that do not form part, or fall outside of the agreed scope, of your Subscription Service.

Member Pricing means the fixed-fee and hourly rate pricing that is available to customers of our Subscription Services, as detailed on our website or otherwise communicated to you, from time to time.

Subscription Fee means any fees payable by you in relation to a Subscription Service, as particularised in your Quote.

Subscription Service means either the LVConnect, LVConnect Pro or other subscription product purchased by you from us, as particularised in your Quote.

Subscription Term means the period in which we agree to provide the Subscription Service to you, as particularised in your Quote.