

## Engagement Letter

Dear Client,

Thank you for requesting us to provide you with legal services.

This letter, together with the quote we have provided you (**Proposal**) and the attached business terms (**Business Terms**) (collectively, the **Engagement Letter**), set out the terms of our offer to provide legal services to you and constitutes our costs agreement and disclosure pursuant to the *Legal Profession Uniform Law (NSW)*.

The methods by which you may accept the Costs Agreement are set out in clause 1 of the Business Terms.

## Scope of Work

The scope of work we will provide to you is the work described in the Proposal, together with any Additional Work Proposal.

## Professional Fees

The professional fees that we will charge are the fixed fees set out in the Proposal, together with fees for any Additional Work Proposal.

## Additional Work

If you request or require additional legal services beyond the scope of work set out in the Proposal, we may provide you with a fixed-fee quote for providing those additional services which, if accepted by you, will be incorporated into and form part of this Costs Agreement (**Additional Work Proposal**).

## Disbursements and Expenses

You will be responsible for paying expenses and disbursements which we incur in carrying out your instructions. However, we do not charge you for incidental administrative costs and we will, where possible, always inform you of any expenses and disbursements before incurring them.

Please let us know if you have any questions. We look forward to working with you.

Yours sincerely

SPRINTLAW PTY LTD



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Principal

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## Business Terms

### 1 Acceptance

You may accept the Costs Agreement by:

- (a) accepting the electronic proposal to which this Costs Agreement is attached;
- (b) signing (either electronically or in physical form) the Costs Agreement;
- (c) continuing to instruct us after receiving this Costs Agreement; or
- (d) indicating your acceptance by clicking 'accept' on the electronic form we've provided you, by email or otherwise.

Upon acceptance, you agree to be bound by the terms of the Costs Agreement with effect from the date you first consulted us.

### 2 Additional Work Proposals

If you request or require additional legal services beyond the scope of work set out in the Proposal, we may provide you with a fixed-fee quote for providing those additional services which, if accepted by you, will be incorporated into and form part of this Costs Agreement (**Additional Work Proposal**).

### 3 Allocated lawyer

In our Proposal or our quote for Additional Work Proposal, we may specify an allocated lawyer who will be your key point of contact for your matter. We may change this point of contact at our discretion, including for resourcing reasons or where your allocated lawyer ceases to be employed or engaged by us.

### 4 Billing process

- (a) Subject to clause 4(b) and 4(c), you agree to comply with our usual billing process as follows:
  - (i) We will provide with a payment notice after you accept the Proposal or a Additional Work Proposal, setting out the amounts payable under the Proposal and/or for any Additional Work Proposal and the ways in which payment can be made (**Deposit Notice**). We require upfront payment of the amounts set out in the Deposit Notice before we commence work.
  - (ii) Your payments will be received and held in our trust account (in accordance with clause 5) until we have completed the services described in the Proposal and/or the Additional Work Proposal.
  - (iii) Upon completion of these services:
    - A. we will provide you with a tax invoice for the services provided; and
    - B. we will withdraw the money from our trust account in accordance with the process set out in clause 5.
- (b) If you have agreed to a different billing process or payment method with us, (for example, under the Sprintlaw Membership or Sprintlaw CoSec retainer), you agree to pay in accordance with that method.
- (c) If you have engaged us through a third-party service (such as LawPath or Lexoo), you agree to comply with the payment process of that third-party service.
- (d) You consent to us sending our Deposit Notices or tax invoices to you electronically at your usual email address or mobile phone number as specified by you.
- (e) Without limiting the above, we reserve the right to charge you by:
  - (i) asking you for your credit card details;
  - (ii) asking you to pay money into our trust account; or

- (iii) approving credit to you.

We reserve the right to not incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

### 5 Trust money and authorisations

- (a) If we receive an up-front payment from you, we will hold the money in trust (**Trust Money**) and:
  - (i) only withdraw Trust Money in accordance with clause 5(b) or clause 5(c); and
  - (ii) before withdrawing any Trust Money, send you a notice of withdrawal in accordance with Rule 42 of the Legal Profession Uniform General Rules 2015 (NSW).
- (b) Subject to clause 5(a), you hereby authorise us to draw on Trust Money:
  - (i) when the scope of work for each line item described in a Proposal or Additional Work Proposal (**Scope**) is complete (as per clause 6), for the amount of that line item as set out in the relevant Deposit Notice;
  - (ii) in accordance with clause 7(b);
  - (iii) in accordance with instructions that you have provided us authorising the withdrawal;
  - (iv) for expenses and third-party payments; or
  - (v) to reimburse us for money already paid by us on your behalf.
- (c) We may otherwise withdraw the Trust Money where:
  - (i) we issue you a bill relating to the Trust Money and you have not objected to the withdrawal of the Trust Money within the period specified in the *Legal Profession Uniform Law (NSW)* (or if no period is specified, 7 business days) after being given the bill; or
  - (ii) where the money otherwise becomes legally payable.

### 6 Scope of work completion

The Scope for a line item will be complete when we have delivered the document, advice or other deliverable described in the line item. Phone consultations, complimentary amendments and 'optional' items referred to in a Proposal or Additional Work Proposal do not form part of the Scope.

### 7 Timing and delays

- (a) **Delivery time:** The Proposal, Additional Work Proposal and/or Scope for each line item will specify a time for delivery of our services. Unless expressly stated otherwise, the delivery time is an estimate only and is subject to change depending on your availability for calls, your lawyer's workload and any complexities that arise during your matter.
- (b) **Delays by you:** Once you have completed payment of a Proposal or Additional Work Proposal, we will endeavour to contact you to gather details we require to complete the relevant Scopes. Unless expressly specified otherwise in a Proposal or Additional Work Proposal, the Scope for any line items assume that the Scope will be completed within a period of 3 months after your acceptance of the relevant Proposal or Additional Work Proposal (**Delivery Window**) and we require you to be reasonably responsive and to provide any information we require in order to complete the Scope during the Delivery Window. In the event that we cannot complete the Scope within the Delivery Window due to delays caused by you (for example, where we are unable to contact you or unable to receive information from you), you agree that we may determine the Scope to be complete and you authorise us to draw on Trust Money in respect of

that Scope at the end of the Delivery Window, in consideration for the time we have allocated to your matter during the Delivery Window.

## 8 Complimentary amendments

The Proposal or Additional Work Proposal may specify the number of days within which complimentary amendments may be made (**Specified Days**). Complimentary amendments referred to in the Scope may be requested at your option, but must be requested by you within the Specified Days of the completed document, advice or other deliverable being provided. Complimentary amendments only include amendments to the documents we have provided and do not include any direct negotiations or correspondence with other parties.

## 9 Phone consultations

If phone consultations are included in a Proposal or Additional Work Proposal, the lawyer who is your point of contact will provide you with a link to our call booking system. If you would like to speak to your lawyer, you must use the call booking system to book in a time. Our lawyers may not accept phone calls that are not booked through our call booking system.

Phone consultations included in a Scope cannot be requested more than the Specified Days after the completed document, advice or other deliverable has been provided.

## 10 Membership Terms

The following terms apply to our Sprintlaw Membership service:

- (a) **General retainer:** The Sprintlaw Membership is a general retainer and does not involve any individual projects. If you require any additional projects beyond the scope of the retainer, we will provide you with an Additional Work Proposal for those projects.
- (b) **Phone calls:** Your lawyer will provide you with an online link to our call booking system. To claim phone calls under your membership, you must book in a time using this link whenever you want to chat to your lawyer. Calls are intended to answer basic legal questions and do **not** include reviewing documents, emails or providing legal advice that requires time beyond the time of our lawyers on the phone. Calls are intended to be used for simple, ad hoc questions. Calls are limited to a maximum of 30 minutes.
- (c) **Free updates:** Free updates include minor changes to any legal documents that were prepared for you by Sprintlaw. These updates are subject to our 'fair usage' policy, and a Sprintlaw lawyer should be able to collect your instructions and complete the updates in less than 30 minutes. These updates do not include any negotiations with another party. If you request changes to a document that are not included as a free update, then we will provide you with a discounted fixed-fee quote for these changes.
- (d) **Fair usage:** Our membership is subject to a 'fair usage' policy, under which you must not use the service in a way that a reasonable person would consider to be unreasonable. This includes (without limitation) requesting multiple phone calls on a single topic or quick questions as an attempt to avoid purchasing legal packages and requesting our lawyers to provide legal advice or answers to complex questions without an opportunity to fully consider issues. We reserve the right to determine whether the fair usage policy has been breached and cancel your membership, provided we issue a full refund of the fees for the current payment period.
- (e) **Multiple entities:** The membership is only valid for one business, for a single entity (ABN/ACN). The membership cannot be applied to other entities or businesses. We may, in our absolute discretion, extend certain membership benefits to related entities provided the work is (in our opinion) occasional and minor and is limited strictly to work in

relation to the same business that is a Sprintlaw Member, but we reserve the right to require at any time that you purchase another membership subscription for any related entity.

- (f) **Franchise Members:** Please note that the Sprintlaw Membership 'free updates' benefit only applies to small edits that takes up to 30 minutes of our lawyers' time, and does not include:
  - (i) Issuing particularised franchise documents as part of a franchise grant package,
  - (ii) Requesting changes sought by a prospective franchisee,
  - (iii) Updating the disclosure document/key facts sheet, and
  - (iv) Updating franchise documents due to changes in laws.

These franchise-related services can be provided as part of a separate fixed-fee package.

- (g) **Areas of law:** As part of your consultations, we can provide you with advice on any of the areas of law that we service and in our reasonable opinion, we are qualified to advise on. This includes technology, intellectual property, contract drafting, privacy, corporate and commercial law. There are certain areas we can't advise on, including disputes, debt collection, or personal legal matters (such as wills, estates, personal injury or conveyancing), regulatory advice or employee issues. If we can't advise on your situation, we can help refer you to another provider who can.
- (h) **Discounts:** Your service includes 10% discounts on our standard fixed fee service. The 'discount' means you'll pay 10% less than the price we would otherwise charge a customer who wasn't a member for the same job, if they requested it on the same date that you do (as a member). You can view our current standard pricing at [sprintlaw.com.au/catalog/](https://sprintlaw.com.au/catalog/), although note that many prices listed there are starting prices; and the exact price for many types of legal work depends on the complexity of the request. Please also note that our standard pricing may change throughout the year at our discretion. We also sometimes give introductory or other special pricing to non-members for various reasons, including as part of promotions and first-time client discounts, and your 10% member discounts will not be calculated with reference to these special prices.
- (i) **Conflicts:** We reserve the right to refuse to provide legal advice to you (including any fixed fee legal advice or phone consultations) which if provided would, in our reasonable opinion, create or cause an actual or potential conflict of interest. If these circumstances arise, we will use reasonable endeavours to introduce you to an alternative legal provider who may be able to assist.
- (j) **Active Billing Method:** In order to maintain access to the Sprintlaw Membership, you must maintain an active credit card or other billing method in the billing section of the portal. This includes where we have provided a discount offer to you, which enables you to access the Membership at a discounted rate. If you wish to remove your billing method, your Membership will be cancelled and you will no longer have access to the benefits of the Sprintlaw Membership.
- (k) **FAQs:** Our FAQs, accessible at <https://sprintlaw.com.au/membership/>, set out further details of inclusions and exclusions of our membership service. These FAQs are incorporated into these terms and will prevail over these terms to the extent of any inconsistency.
- (l) **Payments:** Your membership is a subscription service, which will auto-renew at the end of each term unless you cancel. To the maximum extent permitted by law, the following payment terms apply (except as otherwise agreed):

- (i) If you choose the **monthly** option (where available), you will be charged monthly in advance via either a recurring credit card charge or a recurring direct debit. If you cancel (which you must do by written notice to [members@sprintlaw.com.au](mailto:members@sprintlaw.com.au)) mid-month, you'll be charged for the rest of that month but we will stop charging you thereafter.
- (ii) If you choose the **annual** option, you will be charged annually in advance. We will auto-renew your subscription each year on or about the anniversary of your subscription date, unless you notify us 7 days prior to the anniversary of the renewal that you do not wish to renew.
- (m) **Promotions:** From time to time, we may run promotions under which we offer discounted or introductory pricing, or 'free memberships' together with the purchase of certain other packages or services. Unless expressly stated otherwise, these promotions only apply to the first billing period of your membership and upon renewal, the then-current membership price will apply and be charged to your credit card, bank account or invoiced.
- (n) **Price Increases:** We reserve the right to increase prices on plans or base pricing for fixed fee legal work at any time by email notice to you. We will honour old pricing for the period which you have paid up at the time of the increase (so until the end of the month for monthly, and until the end of subscription year for annual). If we increase prices, you are welcome to cancel your plan with immediate effect. If you do not cancel within 30 days after being notified, you'll be taken to have accepted the price increase and our normal cancellation terms apply. This applies to both annual and monthly plans.
- (o) **Refunds:** Our fees for the Sprintlaw Membership are non-refundable, to the maximum extent permitted by law.

## 11 CoSec Terms

The following terms apply to our Sprintlaw CoSec company secretary service:

- (a) **General retainer:** Sprintlaw CoSec is a general retainer and does not involve any individual projects. If you require any additional projects beyond the scope of the retainer, we will provide you with an Additional Work Proposal for those projects.
- (b) **Task requests:** You may request tasks included in the scope of your Sprintlaw CoSec retainer (for example, making changes to your company details on the ASIC register) by following the procedure provided by us.
- (c) **Fair usage:** Our CoSec is subject to a 'fair usage' policy, under which you must not use the service in a way that a reasonable person would consider to be unreasonable. We reserve the right to determine whether the fair usage policy has been breached and cancel your CoSec subscription, provided we issue a full refund of fees for the current payment period.
- (d) **Payments:** Sprintlaw CoSec is a subscription service, which will auto-renew at the end of each term unless you cancel. To the maximum extent permitted by law, the following payment terms apply (except as otherwise agreed):
  - (i) Sprintlaw CoSec is an annual subscription, and you will be charged annually in advance. We will auto-renew your annual subscription each year on or about the anniversary of your subscription date however you may seek a full refund if you notify us within 30 days of the renewal that you did not wish to renew.
  - (ii) Unless otherwise stated in writing, the fees for Sprintlaw CoSec do not include any government fees.
- (e) **Refunds:** Our fees for the Sprintlaw CoSec are non-refundable.

- (f) **FAQs:** Our FAQs, accessible at <https://sprintlaw.com.au/company-secretary/>, set out further details of inclusions and exclusions of our CoSec service. These FAQs are incorporated into these terms and will prevail over these terms to the extent of any inconsistency.

## 12 Payment provider

Unless we inform you otherwise, if you elect to pay by credit card, then a third-party payment provider (the **Payment Provider**) will be used to collect your credit card details and charge your credit card. The processing of payments by the Payment Provider will be, in addition to this Costs Agreement, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. Our current Payment Providers are Payment Express (<http://www.paymentexpress.com/>), eWAY (<https://www.eway.com.au/>), Ezidebit (<https://www.ezidebit.com/en-au/>), Moula Pay (<https://moula.com.au/pay>) and Stripe (<https://stripe.com/>). We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

## 13 Scam practices

We are aware of some scam practices involving false billing details. Please note that our bank details will never change. If you receive any correspondence announcing a change in our bank details, please contact us and verify the bank details with us before you pay. Please be aware that we are not responsible to you or any third party for any loss incurred in connection with you failing to verify false bank details.

## 14 Interest charges

Interest at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 (**Uniform General Rules**) (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. Our tax invoices will specify the interest rate to be charged.

## 15 Recovery of costs

The *Legal Profession Uniform Law (NSW)* (the **Uniform Law**) provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Uniform Law) has been given to you.

## 16 Your rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) negotiate the method of billing (e.g. task based or time based);
- (c) request and receive an itemised bill within 30 days after a lump sum bill or partially itemised bill is payable;
- (d) seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
- (e) be notified as soon as is reasonably practicable of any significant change to any matter affecting costs;
- (f) accept or reject any offer we make for an interstate costs law to apply to your matter; and
- (g) notify us that you require an interstate costs law to apply to your matter.

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:

- (h) when the lump sum bill 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

- (i) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.

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

## 17 Your rights in relation to a costs dispute

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) 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 of resolving the matter promptly and without it adversely impacting on our business relationship.
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.

## 18 Warranties

Nothing in this agreement is intended to the limit or affect the operation of the Australian Consumer Laws under the Competition and Consumer Act (Cth) 2010.

You represent and warrant that:

- (a) you have the necessary power and authority to enter into this agreement and instruct us on behalf of any company, partnership, trust or other entity you claim to represent and the execution of this agreement has been properly authorised by such entity;
- (b) you are over the age of 18 years of age (if you are not, we may in our discretion require a parent or guardian accept our Costs Agreement);
- (c) you will:
  - (i) provide us with timely, accurate and proper instructions;
  - (ii) provide us with all information, documents and other records relevant to the services we are providing to you; and
  - (iii) co-operate with us and comply with our reasonable requests that are reasonably necessary to enable us to perform our obligations under this agreement;
- (d) the information you provide to us is true, correct and complete;
- (e) neither:
  - (i) your provision of any information or materials to us under this agreement; nor
  - (ii) our use of such information or materials to provide you with legal services under this agreement
 will infringe any third party's intellectual property or other rights; and
- (f) you have obtained, or will obtain at your cost, all rights, title, licences, authorisations, consents and other approvals necessary for us to provide you with legal services under this agreement.

## 19 Acknowledgements

You acknowledge and agree that:

- (a) except as expressly agreed, we will not take any steps to verify the accuracy of any information, materials or documents you provide to us;
- (b) While some of our lawyers may be able to speak in languages other than English, we can only service clients who communicate primarily in English to ensure that we can collect accurate client instructions and provide correct legal advice

accordingly. If you work with us through a translator, we will not be responsible for any inaccurate legal instructions or advice as a result of mistranslation;

- (c) we are not required to inform you of changes to the law relevant to work we have provided you with after such work has been provided;
- (d) we are an Australian-based business law firm and do not:
  - (i) provide advice on the laws of other countries;
  - (ii) provide advice on commercial or non-legal aspects of a transaction or matter. Whilst we may discuss commercial or non-legal matters with you from time to time, for example in the context of seeking to better understand your business, any comments made by us in relation to such matters should not be taken as expert advice to be relied on; and
  - (iii) without limiting (ii), provide advice on tax, accounting, insurance, finance or criminal law;
- (e) advice or conclusions we provide as part of our legal services may be subject to facts or assumptions. You agree to check such facts and assumptions are correct;
- (f) any obligation imposed on you by statute, contract, law or in equity to perform an act or deliver a notice by a particular date remains your obligation and we will not be liable for any failure for such an obligation to be performed. Unless otherwise agreed, we will not be responsible for notifying you of the imminent expiry of your ability to perform such an obligation or any limitation or time period;
- (g) we are not responsible to you or any third party for any loss incurred in connection with changes made to a document or advice that we provide to you, unless we have specifically approved those changes;
- (h) while we will use reasonable endeavours to perform your legal services as promptly as possible, we cannot guarantee delivery by any particular timeframe and any time estimate provided by us in correspondence should not be relied upon or treated as a definitive deadline;
- (i) documents or advice that we provide to you in connection with a matter or transaction are specifically provided and/or prepared for your use in relation to that matter or transaction and must not be relied upon or used by you in relation to any other matter or transaction, or relied upon or used by any other person or entity; and
- (j) any person you directly or indirectly allow to give instructions to us is your agent who is authorised to give instructions on your behalf. You waive any conflict of interest that may arise by us acting in accordance with the instructions of your agent.

## 20 Third party service providers

- (a) We may directly engage third party suppliers or service providers to undertake outsourced or subcontracted work for us, including work on or connected to your matter. Such third-party suppliers may include (without limitation) contract lawyers, document management providers or external administration providers. Our use of such providers will not diminish or reduce our obligations to you under this agreement.
- (b) We may, in the course of corresponding with you, provide you with contact details of third party service providers. Notwithstanding such correspondence, we do not recommend such third-party service provider and make no warranty or representation about the quality of such third-party service provider. We expressly disclaim all responsibility and liability for any loss, damage, cost or expense that you or any third party suffer in connection with the use of such third party service provider.

## 21 Liability

- (a) The liability of all our legal practitioners is limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website: <http://psc.gov.au>.
- (b) Without limiting clause 21(a), to the maximum extent permitted by law our liability, and the liability of our employees, partners and agents, to you for loss or damage caused by acts or omissions by us, or our employees, partners or agents (as applicable), will be reduced to the extent that such loss or damage was caused or contributed to by you, your employees, partners and agents, or a party for whose actions you were responsible.

## 22 Referrals

We may:

- (a) receive commissions for referring potential clients to referral partners; and
- (b) provide commissions to referral partners in consideration for referred potential clients.

We will request your permission before referring you to a referral partner and disclose our referral relationship. You may refuse any referral request made by us.

We confirm that:

- (c) our referral partnerships do not create any bias on, or otherwise influence or constrain, our legal advice; and
- (d) the value of any commissions we receive are fair and reasonable having regard to industry standards.

If you have engaged us through a third-party service (such as LawPath or Lexoo), we disclose that a commission or referral fee will be taken by the third-party service provider in consideration for your referral.

## 23 Authorisation to transfer money from Trust Account

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 work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of Rule 42 of the Uniform General Rules. A trust statement will be forwarded to you upon completion of the matter.

## 24 Retention of your documents

On completion of your work, or following termination (by either party) of our services, we will retain your documents for 7 years. Your agreement to these terms constitutes your authority for us to destroy the file after those 7 years. 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 for our costs.

You will be liable for the cost of storing and retrieving documents in storage and our professional fees in connection with this.

## 25 Termination by us

We may cease to act for you or refuse to perform further work, 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 and timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- (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, for example a conflict of interest;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- (h) if in our sole discretion, we consider it is no longer appropriate to act for you; or
- (i) for just cause.

We will give you reasonable written notice of termination of our services. You will be required to pay for services that have been fully performed by us and any costs incurred by us in accordance with this Costs Agreement as at the date of termination.

## 26 Termination by you

You may terminate our services by written notice at any time. However, if you do so you will be required to pay for services that have been fully performed by us and any costs incurred by us in accordance with this Costs Agreement as at the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

## 27 Lien

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

- (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 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.

## 28 Intellectual property

- (a) Subject to clause (c), we retain sole and exclusive ownership of intellectual property in all advices and documents prepared in the course of our engagement. We grant you a limited licence to use such advices and documents for the purpose which they were prepared and you must not reproduce them or use them for another purpose or provide them to another person or entity without our prior written consent.
- (b) We may request your approval to use your logo and/or a photograph of you (**Client IP**) on our website for promotional purposes. If you provide such approval, you grant us a non-exclusive, royalty free, non-transferable, worldwide licence to use such Client IP for the purposes of promoting our business. Upon reasonable written notice by you, we will promptly cease using Client IP.
- (c) If expressly stated in the scope of work set out in a Proposal or Additional Work, we permit you to sublicense template documents we produce for you (**Licensed Document**) for use with clients or customers of your business (**End Customers**), provided that you acknowledge and agree to the following:
  - (i) the Licensed Document(s) are only for use with your End Customers (as discussed between us and you) and must not be used for any other purpose, including to establish a product or service offering that competes with Sprintlaw;
  - (ii) you must not use the document other than as described to, and agreed with, us;
  - (iii) you must not hold out or represent that you are an agent, representative, contractor or have any

relationship of authority, or authority to act on behalf of, Sprintlaw;

- (iv) you must maintain any disclaimers we have affixed to the Licensed Documents, including any notes or statements which clarify that the document should not be interpreted as legal advice;
- (v) no solicitor-client relationship will exist between Sprintlaw and your End Customers (and you must inform them of this fact);
- (vi) you must indemnify us against any loss, liability, cost, claim or damage suffered by us in connection with your use of the document, including any liability we suffer to with End Customers; and
- (vii) Sprintlaw may revoke the licence granted at any time by notice to you if you breach any of the conditions set out in this clause or otherwise set out in this agreement.

## 29 Confidentiality

- (a) Subject to clause (b), we will maintain the confidentiality of all information received from you in the course of us performing legal services for you under this agreement.
- (b) We may disclose your confidential information:
  - (i) to our directors, employees, agents and contractors;
  - (ii) to third party service providers, to assist us in providing legal services (including as contemplated under clause 20);
  - (iii) where permitted or required by law to do so; or
  - (iv) where such information is in the public domain otherwise than as a result of a breach an obligation of confidence.
- (c) You must keep the terms of the Costs Agreement and the fees charged to you by us confidential.

## 30 Privacy

- (a) We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third party searches, other investigations and, sometimes, from adverse parties. All personal information we collect will be handled by us in accordance with our obligations under the *Privacy Act 1988* (Cth) and our privacy policy which can either be found on our firm website (<https://sprintlaw.com.au>) or be made available to you upon request.
- (b) We are required to collect the full name and address of our clients by Rule 93 of the Uniform General Rules. Accurate name and address information must also be collected in order to comply with the trust account record keeping requirements of Rule 47 of the Uniform General Rules and to comply with our duty to the courts. If you do not provide us with the full name and address information required by law we cannot act for you.
- (c) We also collect personal information to use for the purpose of:
  - (i) providing legal services that you have requested;
  - (ii) providing you with information about services we offer through direct or other forms of marketing; and
  - (iii) otherwise to carry out our functions as professional legal service providers and related activities.

If we do not collect personal information as set out above, we may not be able to provide you with the services that you have requested or otherwise carry out your instructions.

- (d) For the purposes set out in (c) above, we may disclose your personal information to certain third parties including:
  - (i) service providers, subcontractors, suppliers and outsourced personnel (including to both onshore and offshore receipts);
  - (ii) agents;
  - (iii) court officers and staff;
  - (iv) government agencies; and
  - (v) individuals, organisations and agencies with whom we are required to deal in the course of acting for you and carrying out your instructions (including parties to your matter and their legal representatives);

## 31 Cloud storage

We use cloud storage to securely store emails, documents, information and other materials that we send to and receive from you. The cloud storage servers may be located outside Australia.

## 32 Sending material electronically

We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

## 33 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.

## 34 Entire agreement

The Costs Agreement embodies the entire agreement between us and you and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to its subject matter.

## 35 Inconsistency

Except where a contrary intention appears, to the extent of any inconsistency or conflict between:

- (a) the Proposal;
- (b) an agreement in relation to Additional Work Proposal; and
- (c) these Business Terms;

then that inconsistency or conflict must be resolved by giving priority to the earlier named document over any later document.

## 36 Governing law

The laws of New South Wales, Australia govern these terms and legal costs in relation to any matter upon which we are instructed to act.