Terms of Engagement & Client Care Information.

THE FINE PRINT

Convex Legal Limited

Welcome and thanks for the opportunity to work with you. Before we (Convex Legal Limited) can start providing great legal services, we need to set out the basis of our professional relationship.

AS AT

8 July 2026

QUESTIONS

hello@convexlegal.co.nz

Terms of engagement.

01 Introduction

1.1 Unless we agree otherwise in writing, these Terms of Engagement (Terms) will govern how we will work together and contain information that the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers require us to provide to you.

1.2 These Terms apply to any current and future matters. From time to time, we may vary these Terms. If we do so, the varied terms will appear on our website www.convexlegal.co.nz/terms-of-engagement. If you continue to instruct us following a variation of these Terms, you will be deemed to have agreed to the varied terms.

1.3 If you have any questions about these Terms, please contact us at hello@convexlegal.co.nz.

02 Services

2.1 We will provide you with the services as outlined in our email, letter or services and pricing document sent to you at the beginning of each new matter, together with any further instructions that you provide to us in writing (or that we record in writing) (services).

2.2 Katherine Mexted (Director) will have overall responsibility for the services we provide for you. One of our team will manage the services day to day, and different members of our team may work on various aspects of them.

2.3 We allocate work to whoever is best placed to carry it out, having regard to the nature and complexity of the task, the experience and skill it calls for, and the timeframe for completing the work. This means the lowest hourly rate is not always the most cost effective for you. A more experienced person can often do the work faster and with less re-work, giving you better overall value.

2.4 Where you ask us to provide the services to, or to include, any other person or entity (including a company, trust, partnership or other entity) (a nominated person), you confirm that you are authorised to instruct us on their behalf and to bind them to these Terms. You agree to bring these Terms to the attention of each nominated person. Each nominated person is bound by these Terms as if they had agreed to them directly. Where you and/or one or more nominated persons instruct us together, you are each liable jointly and severally for our fees, disbursements and expenses.

03 Fees, Invoicing and Payment

Fees

3.1 For some services, we will give you a fixed fee for an agreed scope of work. Unless we agree otherwise, any work outside that agreed scope will be charged on a time-spent basis at our hourly rates.

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3.2 Where we do not provide a fixed fee, we will charge for the time we spend on your matter, at our hourly rates (set out below). Unless otherwise advised, we will confirm the basis for your matter in our email, letter or services and pricing document. If we give you an estimate, it is a guide only. It is not a fixed fee or a cap, and we will let you know if it is likely to be exceeded.

3.3 Our fees will always be fair and reasonable in accordance with the New Zealand Law Society Rules. In setting a fair and reasonable fee we may have regard to the factors set out in those rules, such as the complexity, urgency, value and risk of the matter and the skill and specialised knowledge required.

3.4 Our current hourly rates are:

ROLE	HOURLY RATE (EXCLUDING GST)
Director	$450
Senior Associate	$400
Senior Solicitor	$300 - $350
Law Clerk / Solicitor	$200 - $280
Support staff	$200

3.5 Our hourly rates are reviewed periodically and may change. If the rates that apply to your matter change while we are acting for you, we will let you know.

3.6 You must pay GST on our fees, disbursements and other charges. Unless we say otherwise, any fee, disbursement, charge, estimate or hourly rate we provide to you excludes GST, and GST will be added.

Disbursements and Expenses

3.7 In addition to our fees, we may charge you:

a. disbursements incurred by us to third parties on your behalf; and

b. an office service charge to cover our general office services (such as the costs associated with electronic communications, storing information electronically and in hardcopy, photocopying and printing). These are calculated in accordance with the table below and will be shown as a separate item in each invoice issued to you.

LEGAL FEE (EXCLUDING GST)	OFFICE SERVICE CHARGE (PLUS GST)
Under $1,000	$50
$1,000 to $1,999	$75
$2,000 to $2,999	$125
$3,000 and over	5% of our legal fees

3.8 We reserve the right to request payment of the disbursements from you in advance.

Invoices

3.9 We will send interim invoices to you, usually monthly, and on completion of the matter, or termination of our engagement. We may send you invoices more frequently when we incur a significant expense or undertake a significant amount of work over a shorter period of time.

Payment

3.10 For conveyancing and business sale or purchase matters, payment is required on settlement of the transaction.

3.11 For all other matters, payment is required within 14 days of the date of the invoice, unless alternative arrangements have been made with us. If you have difficulty in paying any of our invoices, please contact us promptly so that we may discuss payment arrangements.

3.12 You authorise us to deduct our fees and other expenses from funds held in our trust account on your behalf on provision of an invoice to you, unless those funds are held for a particular purpose.

3.13 If our invoices are not paid by the due date, we may charge interest at the rate of 15% per annum. You will be liable for all debt collection and legal costs, together with interest we incur in seeking payment of our invoices.

04 Trust Account

4.1 While we hold money for you, it will be in our trust account with ASB Bank Limited (or such other New Zealand registered bank with which we may hold our trust account from time to time). Our trust account is not an interest-bearing account.

4.2 Where the money we hold for you is significant and we are to hold it for a significant period, we will, at your request, place your funds on interest-bearing deposit with our bank. Before doing so, and to enable us and our bank to comply with the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), we will ask you to complete a self-certification form. We will charge an initial fee to place your funds on interest-bearing deposit, and an ongoing administration fee on the interest earned for as long as the funds remain on deposit. Both fees are charged at our current rates, which we will confirm to you on request.

05 Communications

5.1 We will ask you for contact details, including email address, postal address and telephone numbers. We may provide documents and other communications to you by email or other electronic means. Please advise us if any of your contact details change.

5.2 We will report to you periodically on the progress of any matter and will inform you of any material and unexpected delays, significant changes or complications in the work being undertaken. You may request a progress report at any time.

5.3 You agree that we may provide you from time to time with other information that may be relevant to you, such as newsletters and information bulletins. At any time, you may request that this not be sent to you.

5.4 Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused as a result.

06 Confidentiality

6.1 We will not disclose to any other person any confidential information that we obtain as your lawyers except to the extent required by law or the New Zealand Law Society Rules, or where you authorise us to do so.

07 Privacy and Data Protection

7.1 While acting for you, we may collect and hold personal information about you (for example, information about your marriage and citizenship status). Where possible we collect this information from you, but we may also collect this from third parties. We will use that information to carry out the services, to obtain credit or other references, to undertake credit management, and to inform you of issues we believe may be of interest to you.

7.2 You authorise us to obtain from any person (or release to any person) any information necessary for any of those purposes, and you authorise any person to release to us information that we may require for any of those purposes.

7.3 We may disclose your name and address to third parties such as credit agencies to perform a credit reference or to undertake credit management or collection processes if it is reasonable to do so. Information concerning you will be held at our offices and at secure electronic file storage sites elsewhere. If you are an individual, you have the right to access and correct this information and you can do so by contacting us at hello@convexlegal.co.nz.

7.4 We use external servers and outsourced service providers in the provision of the services we provide. This includes hosting of data on cloud-based servers, credit referencing, data entry, file preparation and administrative services. We endeavour to use providers who maintain best-practice privacy and security policies. Acceptance of our services indicates your acceptance of the use of outsourced services.

08 Use of Generative Artificial Intelligence (AI)

8.1 We may use generative AI tools to assist with the provision of the services to you. When we do this, this does not detract from our professional obligations to you, including confidentiality, privacy and independent legal judgment.

8.2 Unless you instruct us otherwise, you authorise us to use those tools where we consider it appropriate for your matter.

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09 Verification of Identity / Anti-Money Laundering Obligations / Tax Reporting Laws

9.1 Some of the laws that we must comply with may affect you. These laws include:

- **a.** the Anti-Money Laundering and Countering Financing of Terrorism Act 2009
- **b.** tax reporting laws such as FATCA.

9.2 We may be required by law to obtain information about you (including verifying your identity and the identity of persons who act on your behalf or who own and control you, e.g. directors, shareholders, and other beneficial owners), to monitor transactions, and to disclose information about you to third parties, including the New Zealand Inland Revenue Department, the New Zealand Department of Internal Affairs, and other authorities (both in New Zealand and offshore). This information may include your full name, date of birth, contact details and IRD number. Where possible, we collect this information from you, but we may also collect this information from third parties. Without limit, we may be required to disclose information about a transaction that you are involved in if required by law or we think it is suspicious.

9.3 A bank involved in a trust account transaction may need to obtain information about you to comply with its legal obligations. You must supply that information to us if we ask for it, for on-supply to the bank to meet those obligations. For clarity, you consent to the bank, in turn, disclosing that information to regulatory authorities both in New Zealand and offshore.

9.4 By engaging us, you consent to, and waive any right to be advised of, the disclosures described in clauses 9.2 and 9.3.

9.5 If you do not supply any information we ask for, we may be unable to provide, or complete, the services for you.

9.6 We have no liability to you:

- **a.** if we cannot provide you, or complete, the services (including completing a transaction) because you have not supplied information that we have asked for
- **b.** for any impact on you (including a delay, investigation or other event) resulting from our compliance with our legal obligations.

10 Document Retention and Ownership

10.1 We will store your files and documents electronically for at least 6 years following the completion of our engagement, at no charge to you. After that time, we may destroy these files and documents, except documents we have agreed with you to keep. We may store documents at our offices or at premises outside our offices, including data storage facilities or online storage located within or outside New Zealand, which may be operated by independent service contractors. We do not accept responsibility and will not be liable for any damage or loss caused by third parties.

10.2 We own copyright in all documents or work we create while performing the services but grant you a non-exclusive licence to use and copy the documents as you see fit for your own personal or commercial use. However, you may not permit any third party to copy, adapt or use the documents without our written permission.

10.3 We reserve the right to exercise a general lien over any and all files and documents we hold on your behalf while you owe us money either for services rendered or for any other reason. If you uplift your files or other documents at any time, we may make copies of them before they are uplifted.

11 Conflicts of Interest

11.1 We take steps to ensure that no conflict of interest arises between clients for whom we act. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in the New Zealand Law Society Rules. This may mean we cannot act for you further in a particular matter and we may terminate our engagement.

12 Lawyers' Fidelity Fund

12.1 The legal profession operates a lawyers' fidelity fund through the New Zealand Law Society which may reimburse clients who suffer pecuniary loss due to theft or misappropriation of funds by lawyers. The maximum amount payable by the fidelity fund by way of compensation to an individual claimant is limited to $100,000.

12.2 However, subject to certain limited exceptions as set out in the Lawyers and Conveyancers Act 2006, the fidelity fund does not cover a client for any loss relating to money where the lawyer invests the funds on behalf of the client.

13 Insurance

13.1 We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. We will provide you with the particulars of the minimum standards upon request.

14 Limitations on our Obligations or Liability

14.1 Our duty of care is to you and not to any other person. We do not accept any responsibility or liability whatsoever to any third party who may be affected by our performance of the services or who may rely on any advice we give, except as expressly agreed by us in writing.

14.2 To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our services is limited to:

- **a.** If an amount is available to be paid under the Professional Indemnity Insurance held by the firm, that amount
- **b.** In any other case, an amount equal to five times our related fees (excluding any administrative charges, disbursements, and GST).

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15 Termination

15.1 You may terminate our retainer at any time. We may terminate our retainer in any of the circumstances set out in the New Zealand Law Society Rules including the existence of a conflict of interest, non-payment of fees, and failure to provide instructions.

15.2 If our retainer is terminated you must pay us all fees, disbursements and expenses incurred up to the date of termination.

16 Complaints

16.1 If you have any concerns or complaints about our services, please raise them as soon as possible with the person to whom they relate. They will respond to your concerns as soon as possible. If you are not satisfied with the way that that person has dealt with your complaint, please raise the matter with a director of Convex Legal. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned. Any dispute between us is to be resolved by the New Zealand courts in accordance with New Zealand law.

16.2 If you are not satisfied with the way we have dealt with your complaint the New Zealand Law Society has a complaints service to which you may refer the issue. To do so, you can contact the New Zealand Law Society at Lawyers Complaints Service, PO Box 5041, Wellington 6145 or on complaints@lawsociety.org.nz.

17 Tax and Accounting Services

17.1 We do not provide advice as to the tax or accounting implications of the work we carry out. However, we have a close working relationship with Convex Accounting Limited and there's a family relationship between the business owners. By engaging us, you acknowledge that Convex Legal will not, in any circumstances, provide you with any tax or accounting services.

17.2 If you wish to receive tax or accounting services from Convex Accounting Limited, you must separately request and engage Convex Accounting. We don't require you to use Convex Accounting – we're not for a second looking to replace all your professional advisers. That said, we're always happy to introduce and make the process between the two separate businesses as simple as possible for you.

CLIENT CARE

New Zealand Law Society Client Care and Service Information

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

- act competently, in a timely way, and in accordance with instructions received and arrangements made:

- protect and promote your interests and act for you free from compromising influences or loyalties:
- discuss with you your objectives and how they should best be achieved:
- provide you with information about the work to be done, who will do it and the way the services will be provided:
- charge you a fee that is fair and reasonable and let you know how and when you will be billed:
- give you clear information and advice:
- protect your privacy and ensure appropriate confidentiality:
- treat you fairly, respectfully, and without discrimination:
- keep you informed about the work being done and advise you when it is completed:
- let you know how to make a complaint and deal with any complaint promptly and fairly.

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

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