

General Terms of Business

1 Our Agreement, acceptance of our offer, commencement of our retainer, professional relationship and scope of work

Our Agreement

Our Agreement may be evidenced by our Quote and the general appointment terms and conditions on which we provide legal services. You have the right to negotiate any part of this Agreement with us.

Where there is conflict between our Quote and this Appointment Terms and Conditions, our agreement will be interpreted in the following descending order:

- (a) this Appointment Terms and Conditions; then
- (b) Our Quote.

Our Quote may be provided to you verbally or in writing. If there is conflict or disagreement between you and us on the quote provided, our written quote will take precedence unless otherwise negotiated by you.

If there is more than one client, by accepting this Appointment Terms and Conditions you are agreeing that we may consider instructions received by one or any client as authorised instructions given on behalf of each client and every client.

Acceptance of our Terms and Conditions

This Appointment Terms and Conditions are deemed to be accepted by you if you continue to provide us with instructions to proceed to act for you whether verbally or by conduct, which includes but is not limited to:

- (a) confirming our retainer by email, text message, or verbal instructions over the phone; and/or
- (b) providing us with a copy of your signed or unsigned Contract.

Once instructions have been received, your matter will be opened and you will be allocated a Lawyer or paralegal to assist you throughout the conveyance matter.

Acceptance of the terms of our Agreement by you is deemed acceptance by any other persons related to you to whom we provide the same legal services to unless expressly objected to by this other person or persons.

Commencement of our Retainer

Our retainer does not commence until you receive a Notification from our office advising that a matter has been created and you have been allocated a case Manager or Lawyer. You are responsible for providing your assigned Case Manager and/or Lawyer with any special requests and instructions beyond the standard scope of conveyance work as listed in the Scope of Work above. Any discussions, correspondences, negotiations, instructions, documents shared between you and our office (in particular our Front of House and Concierge team) cannot be relied upon and does not constitute formal advice.

Only your lawyer can provide you with advice.

Our professional relationship

In each matter in which we act for you, we act as your independent legal adviser solely in your best interests unless you agree that we can act for another party as well. We reserve our rights to refuse acting for another party to this transaction at any point in time.

Scope Of Work

The scope of work that we undertake for you is strictly limited to the work involved in a standard residential conveyance. Any additional work that fall outside the scope of a standard residential conveyance will be an additional cost billable to you.

If you want us to undertake any additional work not included within the scope, you must make a request to us in writing in which case we shall decide at our absolute discretion whether to service your request for us to undertake additional work.

If you intend to instruct us to exclude any steps or work that are generally considered usual and necessary in a conveyance, or to save on any costs by not taking a certain action, such as ordering the searches ordinarily required to complete our due diligence on your behalf, you must do so in writing directly to your assigned Lawyer and/or File Owner. In doing so, you acknowledge that you accept any and all risks associated with the exclusions and waives your right to make any claim against our firm for any costs or loss you may suffer as a direct or indirect result of the exclusions.

The residential conveyance services we will provide for the Fixed Professional Fee are:

- (a) Our Letter containing our Contract Review to you upon request but does not include review of a Strata Report or pest or building inspections.. (This contract review is only a high level general review and you should actively take steps to ensure the property is suitable for your needs Furthermore, you should also make your own inquiries and please ask your contact solicitor should you have any questions. ;
- (b) Liaise with you and other relevant parties to effect exchange of the Contract upon request;
- (c) Checking that exchange had taken place correctly on the face of things if our office was not involved in the exchange process;
- (d) Reviewing the exchanged Contract for the purpose of effecting the conveyance matter pursuant to the contract terms;
- (e) Drafting and providing you with the firstsuite of documents (e.g. Transfer, Revenue NSW Forms and eNOS as applicable);
- (f) Preparing the eNOS and providing the Transfer and Section 22 Notice (if applicable) to the Vendor's solicitors for signing by the Vendor;
- (g) Serving on the Vendor's Solicitor the standard set of Requisitions and reviewing their response when provided;
- (h) Correspond with the Vendor's Solicitor or Conveyancer in relation to this transaction including seeking for extensions of time for conditions (if relevant), negotiating settlement adjustments and organising Settlement;
- (i) Liaise with you and/or your financier for funds to be made available for Settlement and provide any necessary documents as requested;
- (j) Arranging for the Transfer and relevant documents to be assessed and stamped for duty in-house but does not include advice on duty payable and work involved in arranging for complex assessments. Advice on duty should be obtained directly from the Revenue NSW;
- (k) Prepare Statement of Adjustments and Settlement Statement and book settlement with the relevant parties to the transaction;
- (l) Complete Settlement preparation steps on the day of Settlement including obtaining a final Title Search, the cost of which is quoted in the Search Package Fee;
- (m) Arranging for a Settlement Agent to attend Settlement, the cost of which is quoted in the Search Package Fee;
- (n) Notify relevant authorities of your purchase of the Property and forwarding cheque for payment of any outstanding levies;
- (o) On your authority, lodge the appropriate ATO forms provided by you relating to Foreign Residents CGT Withholding and/or GST Withholding and withholding funds to pay directly to the ATO on your behalf;
- (p) Send post settlement letter to you together with a copy of the Settlement Statement, our tax invoice and Trust Account Statement (if applicable)

If the conveyance requires us to settle the matter on an Electronic Lodgement Network Operator (ELNO) platform ("**Electronic Settlement**") such as Property Exchange Australia (PEXA), you agree that there will be a fee charged on you by the ELNO platform which is additional to costs quoted by us.

If the conveyance is part of an Electronic Settlement, the above paragraphs (f), (l), (m) and (n) will be replaced with the following:

- (a) Providing the Vendor's solicitor with the Section 22 Notice (if applicable);
- (b) Opening a Workspace and inviting the relevant participants to the Workspace;
- (c) Preparing the Transfer and eNOS on the ELNO platform;
- (d) Claiming the Revenue NSW duty assessment on the ELNO platform;
- (e) Preparing the adjustments and payment destination line items on the ELNO platform to pay the appropriate parties including the authorities; and
- (f) Obtain sign off on the electronic documents and financial information from all parties by Settlement date and time.

You acknowledge that our office is a firm providing legal services in a transactional basis with intention to complete a conveyance transaction. Our Scope of Work will not include advise work surrounding disputes, enforcement of disputes, termination of an unconditional contract and otherwise dealing with any form of conflict of intentions between the parties to a conveyance transaction.

2 Authorisation to Transfer Money from TrustAccount

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.

3 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) example, compromising our ability to comply with Court directions, orders or practice notes;
- (e) if you refuse to accept our advice;
- (f) if you indicate to us or we form the view that you have lost confidence in us;
- (g) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (h) 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
- (i) if in our sole discretion we consider it is no longer appropriate to act for you; or
- (j) for just cause.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

4 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 our costs incurred up to 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).

5 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.

6 Privacy

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.

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.

Your personal information will only be used for the purposes for which it is collected or in accordance with the *Privacy Act 1988* (Cth). For example, we may use your personal information to provide advice and recommendations that take into account your personal circumstances.

If you do not provide us with the full name and address information required by law we cannot act for you. If you do not provide us with the other personal information that we request our advice may be wrong for you or misleading.

Depending on the nature of your matter the types of bodies to whom we may disclose your personal information include the courts, the other party or parties to litigation, experts and barristers, the Office of State Revenue, PEXA Limited, the Land and Property Information Division of the Department of Lands, the Registrar General and third parties involved in the completion or processing of a transaction.

We do not disclose your information overseas unless your instructions involve dealing with parties located overseas. If your matter involves parties overseas we may disclose select personal information to overseas recipients associated with that matter in order to carry out your instructions.

We manage and protect your personal information in accordance with our privacy policy [which can be found on our firm website or a copy of which we shall provide at your request]. Our privacy policy contains information about how you can access and correct the personal information we hold about you and how you can raise any concerns about our personal information handling practices. For more information, please contact us in writing.

7 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.

8 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.

9 Disclosures of Referral Fees

In accordance with our obligations we would like to clearly disclose to you that we may receive a referral fee should you choose to use on of our referral partners. We note that this referral fee will in no way affect our fixed fee quote we charge you nor will it impact our duties to you as solicitor. If you voluntarily choose one of our referral partners then we will be entitled to a referral fee. This in no way should present a conflict of interest for us.

Specifically, if you choose to use our nominated mortgage broker then we will be entitled to a commission of 20% of the upfront fee they make. If you have any questions at all please let us know.

10 Governing Law

The law of New South Wales governs these terms and legal costs in relation to any matter upon which we are instructed to act.

Definitions

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| Contract | means the contract for the purchase or sale of real estate in NewSouthWales |
| Quote | means the estimate of your full conveyance fee payable by you for our services |
| Fixed Professional Fee | means the fee charged by us for our professional knowledge, timeand effort spent on your conveyance matter |
| Search Package Fee | means the fee charged by us to cover the costs incurred up to Settlement |
| Contract Review | means the professional legal advice provided to you in relation to the Contract and relevant documents prior to signing theContract |
| First Letter | means the first letter we provided to you as a part of the conveyance matter after receiving a signed Contract containing advice on the conveyance process |
| Settlement | means the event that occurs to confirm completion of the property sale and purchase transaction in accordance with theContract |