

POTTER IP LIMITED CLIENT CHARTER & TERMS OF ENGAGEMENT

We have prepared this document to let you know who we are and the basis on which we will work with you. These terms apply in respect of all work we do for you, unless we agree otherwise in writing with you.

1. Who are we?

Potter IP Limited is an incorporated law firm based in Auckland, New Zealand. We specialise in intellectual property, with a particular focus on trade mark protection, branding, intellectual property strategy services, and intellectual property portfolio management.

2. What will we do for you?

The services we will undertake for you will be outlined in our correspondence with you, including our engagement email. We will update you on the scope of these services if you ask us to carry out further work.

3. How do we operate?

Once you engage us, we undertake, to the best of our ability, to:

- Give you clear information and advice
- Act in a timely, competent manner, and in accordance with your instructions
- 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
- Keep you informed about the work being done and advise you when it is completed

4. What about the financial stuff?

Fees:

The fees we will charge are set out in our engagement email and/or other correspondence with you.

Where we specify a fixed fee, we will charge this for the agreed scope of our services. Work which falls outside that scope will be charged on an hourly rate basis and taking into account the further factors set out in the New Zealand Law Society rules. We will advise you as soon as we can if it becomes necessary for us to provide services outside the agreed scope.

Where our fees are calculated purely on an hourly basis, we will let you know our hourly rates. The differences in these rates reflect the experience and specialisation of our professional staff.

Disbursements and expenses:

In providing services to you, we may incur disbursements or have to make payments to third parties on your behalf. These will be included in our invoice to you when the expense is incurred.

Where we incur disbursements in a currency other than NZ dollars, we charge a 3% foreign currency service fee (included in our NZ\$ fee currency conversion) for exchange rate changes and bank transfer fees.

GST: Is payable by you on our fees and charges if GST applies to the particular work being undertaken.

Invoices: We will send interim invoices to you, usually monthly and on completion of the matter, or on termination of our engagement. We may also send you an invoice when we incur a significant expense.

Payment: Invoices are payable within 30 days of the date of the invoice, unless alternative arrangements have been made with us.

Discounts: In some cases, we may offer a fees discount on the basis of prompt payment. However, if our discounted invoice becomes overdue, we may issue you with a further invoice to recover the discount.

Overdue Invoices: If our invoices are overdue, we will contact you to remind you of payment. Invoices which are more than 60 days overdue may be referred to our debt recovery agency who may charge you a fee equal to 25% of the unpaid invoice amount and legal and collection costs.

Third Parties: Although you may expect to be reimbursed by a third party for our fees and expenses, and although our invoices may at your request or with your approval be directed to a third party, nevertheless you remain responsible for payment to us if the third party fails to pay us.

5. Trust account

We maintain a trust account for funds which we receive from clients (except monies received for payment of our invoices). If you transfer funds to our trust account for an invoice or future invoice, you agree that those invoices can be paid as soon as they are issued, and authorise us to debit your funds against those invoices.

6. Professional indemnity insurance and our limitation of liability

Professional indemnity insurance is a particular type of insurance that provides cover for claims against a firm for professional negligence. We hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society. (If you'd like details of the minimum standards, let us know.)

When we carry out services for you, our liability to you is limited to the lesser of the amount of our professional indemnity insurance, or 10 times the agreed fee for those services to which any claim for professional negligence relates.

7. The New Zealand Law Society Fidelity Fund

The New Zealand Law Society maintains the Lawyers Fidelity Fund. This fund provides clients of lawyers with protection against pecuniary loss arising from theft by lawyers.

The maximum amount payable by the Fidelity Fund by way of compensation to an individual claimant is limited to \$100,000. Please note that the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client (except in specific circumstances specified in the Lawyers & Conveyancers Act 2006).

8. What to do if you have any complaints

If you have any concerns about our service, please discuss your concerns with us – a call or email will get the fastest response. We appreciate that raising concerns can be difficult to do, and invite you to confidentially contact any member of our team – all our contact details are available on our website at www.potterip.com.

If our internal complaints resolution process does not lead to a satisfactory outcome, you can contact the Lawyers Complaints Service at the New Zealand Law Society (www.lawsociety.org.nz) to discuss your concerns.

9. Keeping things Confidential

We will hold all information concerning you or your affairs that we acquire during the course of acting for you in confidence. We will not disclose any of this information to any other person except:

- to the extent necessary or desirable to enable us to carry out your instructions; or
- to the extent required by law or by the Law Society's Rules of Conduct and Client Care for Lawyers (if you'd like a copy of this, let us know).

We will of course, not disclose to any other client any confidential information that we have in relation to you, and vice versa.

Where our work for you is on public record (e.g. can be seen online on an IP Office website), we may refer to you in our list of clients on our website and show details from the public record.

10. Terminating our relationship

You may terminate our engagement at any stage unless we have specifically agreed to a specific term for our retainer.

We may terminate our engagement in any of the circumstances set out in the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers.

If our engagement is terminated you must pay us all fees due up to the date of termination and all expenses incurred up to that date.

11. What happens to files and documents after our engagement ends?

You authorise us (without further reference to you) to destroy all files and documents for your matters (other than any documents that we hold in safe custody for you) 7 years after our engagement ends, or earlier if we have converted those files and documents to an electronic format.

12. Any conflicts of interest?

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises we will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers (if you'd like a copy of this, let us know).

13. Our duty of care is to you

Our duty of care is to *you* and not to any other person or organisation. Before any other person may rely on our advice, we must expressly agree to this.

14. The general stuff

These terms apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

We are entitled to change these terms from time to time, in which case we will send you the amended terms or post them on our website at www.potterip.com.

Our relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.

If you don't understand anything in our charter and terms or would like to discuss them with us, please don't hesitate to ask us – we're here to help and look forward to working with you.