

Terms of Engagement

Including Cost Agreement & Disclosure Statement
Authority to Act & Data Information Sheet

IMPEX

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TERMS OF ENGAGEMENT

1. INTRODUCTION

- 1.1. If you have not instructed our firm before, we hope this information will be of assistance to you.
- 1.2. We aim to provide you with a pragmatic cost effective and timely professional service which delivers a realistic outcome and which fulfils your expectations.
- 1.3. To do this, we must understand what your expectations are and it is essential that we have regular communication and close co-operation with you.

2. COMMUNICATION WITH US

- 2.1. Our office hours are 8.30 a.m. to 5.30 p.m. Monday to Friday. However, we are able to make special arrangements outside those hours.
- 2.2. We will send communications to the address you nominate. It is essential that you keep us informed of your address and other contact details. If we are unable to reach you because you have not informed us of your change of address or contact details, our obligation to act for you in the matter ceases.
- 2.3. We may also communicate with you electronically either by internet or facsimile. This information cannot be guaranteed to be error free and it can be adversely affected by viruses that are unsafe to use. We do not accept any liability in respect of any loss, damage, error or omission arising from internet or electronic communication.

3. RESPONSIBLE PERSON

Where appropriate, work will be delegated to staff competent to complete your matter. This practice helps to reduce your costs, as well as helping to ensure promptness and improved service. Where your work is to be handled on a day-to-day basis by an Associate or by a member of our support staff please feel free at any time to contact the lawyer responsible for the file. In the event that you may have a complaint about any aspect of our service then please speak to either the person you are dealing with or to Joseph Buccheri directly.

4. OTHER LEGAL ENTITIES

All accounts will at all times be your primary legal responsibility; however we are happy to adopt the practice whereby all work carried out for any corporate, trust or entity in which you have an interest, will - if you so desire - be costed and charged in the name of such entity. Where more than one person is responsible, such responsibility will be joint and several.

5. CONFIDENTIALITY / PRIVACY

We will not discuss your affairs with any other person or organisation outside the firm without your express permission. We will collect personal information about you to enable us to provide you with services about which you consult us. Your personal information may be used to contact you in the future about our other services and/or only disclosed to third parties who are an essential part of your instructions (for example: barristers or other consultants).

6. BASIS OF OUR CHARGES

We appreciate that our clients need to budget for legal costs. We are happy to discuss the basis of our charges and billing procedures at any time. The detailed process is set out in the Cost Agreement and Disclosure Statement attached

We will set out the basis of our legal fees in our initial letter confirming your instructions but as you can appreciate it is essential that we first understand the nature and scope of your instructions to know what is required before we can finalise our estimate.

Fee earners time is recorded on our computerised time recording system, which ensures that we maintain accurate records of services provided. A schedule of attendances as recorded on the computer will be supplied upon request.

Charges will be made on the basis as outlined in our Cost Agreement and Disclosure Statement. However the file may be independently costed by a cost consultant at the conclusion of the matter and

on the appropriate court scale and an adjusted memorandum of costs forwarded to you. When we open a new file there is an administrative charge presently fixed at \$150.00.

7. GENERAL CARE AND CONDUCT

In addition to any amounts as referred to above, we reserve the right to claim in general an amount of thirty-three and a third percent (33.3%) (before GST) for the lawyer's care and conduct of the matter having regard to all circumstances including, but not limited to the complexity and difficulty of the matter, the importance and urgency of the matter to the party, the skill, labour and specialised knowledge and responsibility of the lawyer, the importance and number of documents prepared or perused without regard to length, the time expended by the lawyer and research and consideration of questions of law and fact. This additional charge does not apply in every case and when it does apply, will depend on the circumstances of the matter and you will be advised accordingly.

8. FILES

8.1. COLLECTION AND RETENTION BY YOU / RETENTION BY IMPEX Lawyers & Advisers

On completion of a matter, you have the option to either collect your file and retain it or authorise us to store it on your behalf at your cost. A quotation under this circumstance will be provided to you prior to storing. In that event you acknowledge that we will send it to a professional document storage organization and will retain it for seven years. At the end of that time, your file will be automatically destroyed and your execution of these terms is an expressed authority confirming that the file is to be destroyed at that time. If your file is to be retrieved in the intervening years there will be a retrieval fee of \$100.00 which will be billed to you.

8.2 FILE TRANSFERS

If we are instructed to transfer our file to another representative we note that all funds due to us up to that point are then due and payable prior to the transfer. We also regard the general file contents as our property and we will hand over what we decide is relevant detail relating to the matter, copies of documents and we will charge you for faxes and copies as per our disbursement authority.

9. TRUST FUNDS

Receipt of your instructions to proceed after you receive this letter will automatically include the authority from you to us, on your own behalf and on behalf of each member of the family for whom, and every separate legal entity for which you have authority to allocate to costs and disbursements due to this firm such monies as we may hold in our Trust Account from time to time on your behalf or any separate legal entity for which you have authority and to immediately transfer those trust funds to our office account as soon as we have prepared a bill. A copy will be forwarded to you together with a Trust Account statement on every occasion.

10. HOW TO PAY US LESS

We want to give you value for your money. One way we can do this is by helping you to keep our charges as low as possible.

Here are some ways, which can help you to save money:

- Make sure that you have told us exactly what you want us to do. That way, we will both know what to expect.
- If you are engaging us on behalf of a company or organisation, make sure the person who deals with us has the ability and authority to make decisions. That will save time and avoid confusion.
- Insist that your other advisers act promptly and efficiently to meet your deadlines.
- Check whether any of the work needed can be done within your own organisation.
- If you need to talk to your lawyer, choose the most effective way of doing this. When you want to discuss a number of points, a meeting might well prove to be the most efficient use of our time. Otherwise, a letter or telephone call will normally suffice.

- Keep meetings as brief as possible, spending no longer with your lawyer than is necessary to deal with your matter.
- Make time to prepare for meetings or telephone calls with your lawyer and ensure that you have all the relevant documents with you. In advance of a meeting, a short written note of the points you want to discuss can be very helpful.
- Where you require advice of a preliminarily nature, or limited to the major points of a transaction, it may be more cost effective to receive the advice in a meeting rather than by way of a written advice. Similarly, if you anticipate that there will be a number of questions arising from the preliminary advice, a meeting may be more convenient.

WHAT DO YOU DO NOW?

If you wish us to instruct us, please complete the following data form and sign the Cost Agreement which constitutes your authority requesting us to act on your behalf. Please advise us if any of the information provided on the data form changes in the future.

Receipt by us of this information will constitute acceptance of our Terms of Engagement and authority to act for you.

If we do not receive a signed Costs Agreement your further instructions or response by you to our correspondence will be taken as authority from you to act in this matter.

COSTS AGREEMENT

Between:

Legal practice: IMPEX Lawyers & Advisers

Client: _____ (PLEASE COMPLETE)

Matter: _____ (PLEASE COMPLETE)

Preamble

The Legal Profession Act 2004 allows a law practice and you (the client) to agree on how the law practice's legal costs are to be calculated and paid. It is called a "Costs Agreement" and it may be enforced in the same way as any other contract.

The Disclosure Statement and Costs Agreement set out the terms on which we propose to undertake this work for you. If you accept these terms the Costs Agreement and Disclosure Statement will make up the complete Costs Agreement between us for this work.

You may accept the Costs Agreement by signing and returning the Authority to Act, or by continuing to give instructions to us in this matter.

1. Our charges

Should you wish to retain us, we will consult with you to determine your needs, goals and opportunities which will reflect the fee structure we mutually agree to which will be expressly contained in our initial letter and instructions to you. Any conflict between the costs and disclosure agreements and our initial letter will result in the express terms of the initial letter and instructions prevailing.

Our billing methods include:

Hourly rate- charging for actual time spent on your matter

Fixed or flat fee- charging a fixed rate regardless of the time spent on the matter

Fees by stages- charging for a matter in stages under either method

Should an hourly rate method be chosen, professional charges inclusive of GST (Goods and Services Tax) for your matter will be charged as outlined in the Disclosure Statement and in accordance with the following rates based on the current hourly rates of the people likely to be involved on your file:

Name	Hourly rate (excl GST)	Hourly rate (incl GST)
Joseph Buccheri	\$ 350.00	\$ 385.00
Senior Lawyer	\$ 300.00	\$ 330.00
Lawyer	\$ 200.00	\$ 220.00
Articled Clerk	\$150.00	\$ 165.00
Clerical and administrative services	\$ 80.00	\$ 88.00

2. All necessary and proper disbursements will be incurred by this law practice on your behalf and are payable by you on request by us.

3. Payment of our charges

Immediately on request you shall pay such amounts as are required for anticipated disbursements plus any GST (Goods and Service Tax) that may be payable.

4. Interim bills of costs will be given at suitable breaks in the matter and a final bill of costs will be given at the conclusion of the matter. Accounts are payable immediately.

5. Interest payable

Interest will be charged on legal costs at a rate not exceeding the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983, from the period beginning 30 days after payment is demanded until the legal costs are paid.

6. You may request an itemised bill of costs

An itemised bill of costs will be given on your request made within 30 days after receipt of a lump sum bill of costs

7. Acceptance and Signature

I confirm that my execution of the **Authority to Act** in this matter is agreement by me to this **Costs Agreement**.

8. If you dispute our legal costs

If you have any concern about our legal costs, or our legal services, please do not hesitate to speak to Joseph Buccheri. If we cannot satisfactorily resolve your concern with you, you may:

- Seek a costs review by the Taxing Master under Division 7 of Part 3.4 of the Legal Profession Act 2004 ("the Act") within 60 days after the bill is given to you or the law practice requests payment of costs or you pay the costs (whichever is earlier or earliest).

You may seek a costs review outside 60 day time limit. In these circumstances the Taxing Master will not deal with the review if we can establish that to do so would, in all the circumstances, cause unfair prejudice to us;

- Apply to VCAT to set aside this agreement under section 3.4.32 of the Act; or
- Make a complaint to the Legal Services Commissioner under chapter 4 of the Act within 60 days after the legal costs are payable or, if an itemized bill was requested in respect of those costs, within 30 days after the request was complied with.

You may be able to make a complaint to the Legal Services Commissioner up to 4 months after the end of the period referred to. This is provided that you can satisfy the Commissioner that there was a reasonable cause for the delay in making the complaint, and legal proceedings have not been commenced for the recovery or review of the legal costs that are the subject of the complaint.

DISCLOSURE STATEMENT

PURSUANT TO SECTION 3.4.9 OF LEGAL PROFESSION ACT 2004 FOR NON-LITIGIOUS MATTERS

Between:

Legal practice: IMPEX Lawyers & Advisers

Client: _____ (PLEASE COMPLETE)

Matter: _____ (PLEASE COMPLETE)

Under section 3.4.9 of the Legal Profession Act 2004 we must disclose to you the following information relating to legal costs. You may negotiate a costs agreement with us on the basis of the information contained in this disclosure statement and the preceding Costs Agreement

1. How we will charge you **Section 3.4.9 (1)(a)**

We will confirm with you in our initial letter which charging method as detailed below has been agreed with you, the relevant staff and their hourly rates if appropriate. Any conflict between the costs and disclosure agreements and our initial letter will result in the express terms of the initial letter and instructions prevailing.

Our initial letter and instructions will confirm the method of charging which will be determined on a matter by matter basis and may include any of the following combinations:

- Hourly rate- charging for actual time spent on your matter;
- Fixed or flat fee- charging a fixed rate regardless of the time spent on the matter;
- Conditional fee- only charged if a successful objective is attained for your matter;
- Fees by stages- charging for a matter in stages under either method.

❖ Hourly rate

Our legal costs are determined by an hourly charge rate. Our lawyers record their time and each lawyer has an hourly charge rate which reflects that lawyer's skills and experience.

The current hourly rates of the people likely to be involved in this work are:

Name	Hourly rate (excl GST)	Hourly rate (incl GST)
Joseph Buccheri	\$ 350.00	\$ 385.00
Senior Lawyer	\$ 300.00	\$ 330.00
Lawyer	\$ 200.00	\$ 220.00
Articled Clerk	\$150.00	\$ 165.00
Clerical and administrative services	\$ 80.00	\$ 88.00

Please note that you will be charged according to the hourly rate including GST. These rates are reviewed from time to time and may change. We will tell you of any changes as soon as practicable after a change occurs.

❖ Disbursements

♦ You must also pay us all necessary and proper disbursements. These will be incurred by this law practice on your behalf, but you must repay these at the conclusion of the matter or on demand by the law practice.

♦ We will charge you at cost for any expense we incur on your behalf. These expenses may include filing fees, registration fees, barrister's and expert's fees, bank charges, travel & accommodation expenses,

stamp duty, courier fees, long distance telephone calls, photocopying fees, company searches, document conversion, title searches and Business Centre facilities.

♦We will also charge you for the following office services charges which may be applicable from our Business Centre:

Item	Charge (incl GST)
Company searches depending on type of search, for example: current only current and historical	\$14.58 \$37.96
Photocopying (B/W)	25c per page
Facsimiles	\$0.50 per page - local \$1.00 per page - interstate \$2.50 per page - overseas
Scanning	20c per page
Binding (incl. covers and coil)	\$4.00
Boardroom hire (seats 10)	\$ 38.50 per hour
	\$110.00 per half day (4hrs)
	\$198.00 per full day (8 hrs)
After hours boardroom surcharge	\$55.00
Meeting Room hire (seats 4)	\$33.00 per hour
	\$99.00 per half day (4 hrs)
	\$ 165.00 per full day (8 hrs)
After hours meeting room surcharge	\$55.00
All board and meeting room hire booked on your behalf will incur full charge if not cancelled with greater than 24hrs notice.	

2. Your rights **Section 3.4.9 (1)(b)**

You have the right to negotiate a costs agreement with us.

You may request an itemised bill within thirty (30) days after receipt of a lump sum bill.

We will tell you of any substantial changes affecting your matter

3. Our estimated legal costs **Section 3.4.9 (1)(c) and (d)**

It is not reasonably practicable to estimate the total legal costs. The major variables that will affect the calculation of these costs are time and the scope of work undertaken and the successful achievement of the outcomes explained in our instruction letter to you. We are happy to set benchmarks and budgets to which we will agree and will be advised in our initial letter.

4. Our accounts **Section 3.4.9 (1)(e)**

We may ask you to pay an amount in advance to cover expenses or on account of our fees. We will send you an account at suitable breaks in the matter.

Our account is payable when you receive it.

The account will be a tax invoice and briefly describe the work we have done. If you require an itemised account, you must request this within thirty (30) days after you receive the account. An itemised account describes in more detail how our fee is made up.

5. Interest on unpaid accounts **Section 3.4.9 (1)(f)**

If an account remains unpaid thirty (30) days after you receive it, we may charge you interest at the rate fixed under division 2 of the *Penalty Interest Rate Act 1983*.

If you do not pay our account this entitles us to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our account is paid.

6. Trust money

If we receive money on your behalf other than in payment of an account sent to you we will deposit the money into our trust account. You have authorised us by signing these Terms of Engagement to withdraw from that money any sums owing for our legal costs and disbursements. We will account to you for all money withdrawn from our trust account.

You have the right to revoke your authority by giving seven (7) days notice in writing, but the law practice may still withdraw money held on your behalf for legal costs accrued up to the expiry of the notice period for costs accrued when ever billed.

If we receive money to be paid to a third party we will forward that money to the third party with written instructions unless you instruct us to do otherwise.

Our Trust Account details are:

IMPEX Lawyers & Advisers
Commonwealth Bank
BSB: 063000
Account 11439291

7. Progress reports Sections 3.4.9(1) (h) and 3.4.18

You may request a written progress report at suitable breaks in the matter. Please let us know if you require a report at another time.

8. If you have a concern about our legal costs we refer you to the process set out in clause 8 of the Cost Agreement.

9. Jurisdiction Section 3.4.9(1) (l) and (m)

The law of Victoria shall apply to legal costs in this matter.

You have the right to sign a costs agreement under a corresponding law or to advise us that you require the law of another jurisdiction to apply.

10. Engagement of another lawyer Section 3.4.10

We may need to engage on your behalf a barrister or other lawyer to provide specialist advice or services. We will consult you about the terms of this engagement and provide you with a statement setting out the details of this person's fee before incurring the expense.

11. Engagement of advisers & consultants

We may need to engage on your behalf an adviser or consultant to provide specialist advice or services. We will consult you about the terms of this engagement and provide you with a statement setting out the details of this person's fee before incurring the expense.

12. Ending our engagement

You may end our engagement by written notice at any time. If you do this, you must pay our legal fees and disbursements incurred on your behalf up until that time and any additional fees and disbursements that may be outstanding. These details will be confirmed to you in our initial letter and instructions.

Circumstances may arise (such as a conflict of interest) which make it impossible for us to continue to act for you. If this happens, we will contact you immediately.

If you do not pay our account or if you fail to pay money in advance if it is requested, we may stop work until we are paid. If the account continues to remain unpaid we may cease to act for you.

If we cease to act for you:

- we will not incur any liability as a result
- we will remove our name from the court record in any court proceedings
- you will receive a final account which will include all outstanding legal costs
- you must pay our legal costs up until the date when we cease to act
- we retain the right to keep your documents until we are paid.

PLEASE COMPLETE THE FOLLOWING INFORMATION AND SIGN THE AUTHORITY BEFORE RETURNING IT TO US. RECEIPT BY US OF THIS INFORMATION WILL CONSTITUTE ACCEPTANCE OF OUR TERMS OF ENGAGEMENT AND AUTHORITY TO ACT.

DATA FORM (Company)

COMPANY/BUSINESS -

Company/Business Name _____

ACN _____ ABN _____

First Names _____ Last Name _____

Title/Position _____

Business Address _____

City _____ State _____ Postcode _____ Country _____

Work Telephone – _____ Fax _____

Website Address _____ Email _____

Director/Secretary Details-

Is your Company a Sole Director/Secretary Company? Yes No

Do you have the Company seal? If No, Where is it? _____ Yes No

Director- Full Name _____

Residential Address _____

Date of Birth - / / Place of Birth _____

Director/Secretary- Full Name _____

Residential Address _____

Date of Birth - / / Place of Birth _____

Are you a Permanent Resident or Non-Resident of Australia? _____

What is your preferred address for us to mail correspondence to – Residential or Business

Do you wish us to communicate to you where possible by Email? Yes No

If you do not live in Australia please provide us with an Australian contact person's details -

Name Tel Fax Email

Who referred you to us? _____