

---

# Costs Disclosure and Conditional Costs Agreement

---

## ROUNDUP CLASS ACTION REPRESENTATIVE PROCEEDING - GROUP MEMBER

**You have the right:**

- **to negotiate a costs agreement with us;**
- **to negotiate the billing method (for example, by reference to timing or task);**
- **to receive a bill from us and to request an itemised bill within 21 days after receiving a bill that is not itemised or is only partially itemised upon request;**
- **in the event of a dispute about legal costs, to seek the assistance of the Legal Services Commissioner of the jurisdiction governing this Agreement (NSW);**
- **to be given information about any significant change to the basis on which legal costs will be calculated or any significant change to the estimate of total legal costs;**
- **on reasonable request, to a written report of legal costs incurred to date (or since any previous bill) provided without charge and within a reasonable period;**
- **to seek independent legal advice before entering into this Agreement;**
- **to terminate this Agreement under a 5 day cooling-off period.**

# Amended Retainer, Authority, Costs & Disclosure Agreement

## Roundup Class Action Representative Proceeding – Group Member

<b>DATE:</b>	
<b>TO:</b>	
<b>ADDRESS/EMAIL ADDRESS</b>	

This document, together with our General Terms of Business, provides a costs disclosure and sets out the terms of our offer to provide legal services to you.

This is an offer by LHD Lawyers to enter into a costs agreement with you. This document, which incorporates our costs disclosure, sets out the terms of our offer to provide legal services to you and constitutes our conditional costs agreement and costs disclosure pursuant to the *Legal Profession Uniform Law 2015* (“the Act”).

### INTRODUCTION

1. We act for those suffering from Non-Hodgkin’s Lymphoma and associated conditions in a Class Action for a claim against the manufacturers of Roundup (herein after known as the Roundup Class Action). The claim is brought against Monsanto (Australia) Limited/ Monsanto Australia Pty Ltd and other associated entities, - being the manufacturer of Roundup (“the Respondent”).
2. We charge you both professional fees and disbursements in this matter. Professional fees are our charges for performing legal work on your behalf. Disbursements or outlays are the charges and expenses that are incurred on your behalf in the course of your matter both internally and with external providers.
3. You have the right to obtain independent legal advice before entering this conditional costs agreement.

### SCOPE OF WORK- REPRESENTATIVE PROCEEDINGS-GROUP MEMBER

4. You are a group member in representative proceeding brought against the Respondent.
5. Proceedings have been commenced on behalf of persons who suffered loss and damages as a result of their exposure to Round Up (“the Applicant”). Your claim as a “Group Member” relies on the successful outcome of the primary proceedings on the common issues of law and fact brought by the Applicant.
6. Representative proceedings are generally run in two stages. In the first stage, the court will determine the issues that are common to all Group Members together with any particular questions that are raised in the applicant’s claim, including individual claims for compensation. In the second stage, the personal claims of each of the Group Members are determined.
7. In our experience, representative proceedings are often settled shortly before or after the first stage. This is because the court’s decision on common issues is binding on all Group Members and sufficient evidence will

have been provided in relation to the applicant's claim for damages to enable the parties to agree on a resolution without proceeding to a hearing.

8. If the representative proceeding settles, all monies received from the Respondents will be distributed amongst all Group Members in accordance with a plan of allocation which will be agreed between the parties and approved by the Court.

#### **CREATING A LEGALLY BINDING AGREEMENT**

9. This Agreement sets out the terms on which LHD Lawyers will act for you and supersedes any prior agreement entered into between LHD Lawyers and you in connection with the Claim.
10. This Agreement is an offer by LHD Lawyers to enter into a legally binding costs agreement with you. You accept this offer and execute this Agreement:
  - a) by electronic communication to LHD Lawyers that identifies you and indicates your intention to accept this offer and sign this Agreement, being a method of signing to which LHD Lawyers hereby consents;
  - b) by acknowledging the terms and conditions of the Costs and Disclosure Agreement on this firm's website.
  - c) by affixing your usual handwritten signature to a copy of this Agreement and returning that copy to LHD Lawyers; or
  - d) if you are other than a natural person, by executing a copy of this Agreement in accordance with relevant law and returning that copy to LHD Lawyers.

A facsimile or email transmission of this Agreement signed by any party to it will be treated as an original signed by that party.

#### **WHEN COSTS WILL BE PAYABLE**

11. Costs and disbursements are payable upon a successful outcome as defined in clause 15 or if this agreement is terminated in accordance with clauses 8 or 9 of the attached General Terms of Business.
12. If a case on the common issues is lost, you will not be liable to pay our professional fees or any disbursements or expenses incurred on your behalf.
13. If a case brought on your behalf in relation to losses suffered by you is lost, you will not be liable to pay our professional fees or any disbursements or expenses incurred on your behalf. You may however be ordered to pay the Defendant's costs associated with your individual unsuccessful claim.

#### **CONDITIONAL COSTS AGREEMENT**

14. We will be entitled to receive payment of our Legal Costs from you in the event that you obtain a successful outcome in any action against the Respondent.

#### **SUCCESSFUL OUTCOME**

15. A successful outcome includes:
  - a) any verdict or award of money in favour of the group member in connection with the Claims of the Applicant and/or the Group Members,
  - b) the recovery of money as a result of any Settlement, including a Settlement completed after termination of this agreement; or

- c) any Settlement approved by a court in a Class Action, whether or not accepted by the Applicant.
- d) any offer to the group member that arises from or is related to the Legal Work of LHD Lawyers and is one that LHD Lawyers reasonably recommends the Applicant Accepts.

**CASE MANAGEMENT FEES**

- 16. In the event that a successful outcome is achieved as defined in this Conditional Agreement entered into between yourself and LHD Lawyers, there will be a Case Management Fee payable to LHD Lawyers from all claimants, which is in addition to the Legal Costs payable herein.
- 17. Such case management fee is for;
  - a) LHD Lawyers management administration and facilitation of the proceeding and its funding,
  - b) the establishment and maintenance of a database of Group Members and to people who inquired of LHD Lawyers as to whether they could be included for the purposes of the proceeding,
  - c) the overall coordination of efforts designed to advance the interests of Group members,
  - d) steps to be taken to identify and communicate with Group Members who are not clients, and all like administrative processes.
  - e) To cover any shortfall in party/party costs recovered from the respondent on successful resolution of the lead Applicant's liability case.
  - f) Any additional costs associated with Administrating distribution of the settlement funds.

If such case management fee becomes payable, I agree to my share being paid on an individual basis by me on settlement of my claim being an additional amount of 10% being added to the total Professional Costs payable by me as billed by LHD Lawyers. I confirm this additional amount is to be applied solely for the purposes of the Management Fee.

18. **UPLIFT FEE**

An Uplift Fee of up to 25% is allowed under the LPUL and can be charged as a premium for conducting the proceeding on a conditional fee basis; LHD Lawyers will not charge an Uplift Fee for conducting your claim. However as stated in clause 20 an additional amount of Professional Costs is charged to cover your commitment to management fees, This could be interpreted as an uplift and as such we draw your attention to this charge to avoid any confusion.

**PROFESSIONAL FEES**

- 19. We will charge you professional fees for the work we do at hourly rates as follows:

These Rates are GST Exclusive:

Director / Consultant	\$750.00 per hour	(\$75.00 per unit) plus GST
Special Counsel/ Accredited Specialist	\$700.00 per hour	(\$70.00 per unit) plus GST
Senior Associate:	\$650.00 per hour	(\$65.00 per unit) plus GST
Associate:	\$620.00 per hour	(\$62.00 per unit) plus GST
Litigation Lawyer	\$550.00 per hour	(\$55.00 per unit) plus GST
Paralegal/Legal Clerk	\$400.00 per hour	(\$40.00 per unit) plus GST
Senior Administrative Staff:	\$325.00 per hour	(\$32.50 per unit) plus GST
Administrative Staff:	\$240.00 per hour	(\$240.00 per unit) plus GST

20. Our charges are structured in 6-minute units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.
21. We charge the hourly rates set out above because we have particular experience, knowledge and skill in this area of law. These rates may be higher than the rates of other lawyers and will be higher than the rates set out in the statutory scale of costs applicable in the Federal Court.

**INDEPENDENT LEGAL COST CONSULTANT REPORT**

22. At our discretion, our legal costs as they relate to work done on your behalf in the class will be determined by an independent legal cost’s consultant in accordance with this Agreement. The cost of the determination will be charged and payable by you as a Disbursement. The determination of cost’s forms a part of the formal process required for Court Approval of Costs and Disbursements in Class Action’s and form a part of the required Costs Report.
23. You have the right to elect not to have our Legal Costs determined by an independent legal cost’s consultant. If you elect not to have the Legal Costs determined, we require instructions from you to that effect in writing.
24. The determination process described at clause’s 22 and 23 above do not impact on your Rights as described in clauses 4 and 5 of the “General Terms of Business” document that forms a part of this agreement.

**EXPENSES, DISBURSEMENTS & OUTLAYS**

**Internal Expense:**

25. You will be responsible for internal expenses which we incur in carrying out your instructions, our rates for internal expenses are:

<b>Internal Expenses:</b>		<b>Rate Inclusive of GST (\$)</b>
(a) Copying shall be charged at the shown fixed price per page	Black	\$1.10
	Colour	\$3.30
(b) Sending facsimile charges shall be charged at the shown fixed price per page:	Per page	\$4.40

(c) receiving facsimile charges shall be charges at the show fixed price per page	Per page	\$1.10
(d) Binders for briefs to Counsel and experts shall be charged at the shown fixed price:	Small	\$4.20
	Large	\$6.30
(e) Correspondence by email		\$4.40
(f) Postage		At cost
(g) Telephone charges		At cost

26. We may incur disbursements on your behalf which may include barrister’s fees, expert fees, search fees, filing fees, travel expenses, transcript expenses and witness expenses these will be advised to you prior to incurring them.by way of ongoing disclosure.
27. You acknowledge and agree that in prosecuting the claims:
- a) LHD Lawyers may enter into costs agreements with other service providers including barristers and or other law firm under which fees may be payable and that all amounts liable to LHD Lawyers and are payable by you under this agreement.
  - b) LHD Lawyers in their discretion may assign or delegate the whole or any part of the claims for the Applicant or group members to another law firm to act on behalf of the Applicant or group members.

**ESTIMATE OF LIKELY COSTS AND DISBURSEMENTS**

28. As outlined in clause 6 above, representative proceedings usually take place in two stages. In the first stage, the common issues stage, a court will determine the factual and legal questions that are common to all Group Members. In the second stage, the individual issues stage, the claims of each of the Group Members are determined.
29. As all the Group Members will be benefiting from the work in the first stage of the representative proceedings, they will also be liable to pay a proportion of any costs incurred in our acting for the applicant as part of the work on the master file. The master file work is apportioned between Group Members. LHD Lawyers have performed work on the master file from the date of first instructions to investigate this representative proceeding. This work forms part of the master file work for which you and all of the Group Members have achieved a benefit.

30. You acknowledge liability for your share of these costs as outlined in clause 2 above. You also acknowledge that the master file work incorporates work done in respect of Group Members in the common issues stage.

**COMMON BENEFIT WORK IN THE MATTER**

<b>Pre-proceeding category/step 1</b>	<b>Professional Costs (Inclusive of GST) (Consultant/Director) @ \$825.00; Special Counsel @ \$770.00; Associate at \$682.00; Solicitor \$605.00; Paralegal \$440.00; Admin staff \$357.50)</b>	<b>Counsel (Inclusive of GST) (assume SC at \$9,900.00/day and junior at \$6,600.00/day (and relevant experts))</b>
Class questionnaire prep	\$55,000.00	\$11,000.00.00
Prelim investigations or disclosure	\$55,000.00 - \$110,000.00	\$22,000 - \$38,500.00
Advertising/ meetings	\$66,000.00 - \$110,000.00	\$27,500 - \$38,500.00
Interviews and statements (assume not all due to questionnaire – allow 500 members x 3 hours)	\$1,045,000.00 - \$1,760,000.00	\$44,000.00.00
Prelim doc examination	\$132,000.00 - \$264,000.00	\$33,000.00 - \$55,000.00
Work on pleading	\$308,000.00- \$352,000.00	\$66,000.00 - \$99,000.00
Expert reports (prelim findings)	\$132,000.00 - \$308,000.00	Haematologist - \$30,000.00 Oncologist - \$30,000.00 Infectious disease expert - \$30,000.00 Non-Hodgkin Lymphoma Expert - \$40,000.00 Forensic Accountants -\$302,500.00 – \$660,000.00
<b>Filing pleading; case management steps to hearing and judgement</b>		
Statement preparation (assume representative only)	\$88,000.00 - \$110,000.00	\$33,000.00 - \$66,000.00
Discovery (Extensive)	\$220,000.00 - \$330,000.00	\$88,000.00 - \$110,000.00
Disclosure (own and other parties)	\$132,000.00 - \$198,000.00	\$44,000.00 - \$55,000.00
Management of experts – reports in response; conclaves, etc	\$88,000.00 - \$176,000.00	Counsel - \$44,000.00- \$66,000.00 Experts - \$44,000.00 - \$88,000.00
Interlocutory Applications	\$110,000.00 – \$198,000.00	\$66,000.00 – \$88,000.00
Mediation (prep and appear)	\$176,000.00 – \$220,000.00	\$55,000.00 – \$99,000.00 Mediator - \$55,000.00
Case management – court	\$66,000.00 – \$110,000.00	\$44,000.00 – \$66,000.00
Data/doc management for evidence and trial	\$66,000.00 – \$88,000.00	IT outsourcing - \$44,000.00 – \$55,000.00
Client comms during hearing prep	\$88,000 – \$176,000	Counsel (advices to class) - \$66,000.00 – \$88,000.00

Hearing prep generally (research, confer counsel, witnesses and experts/doc management)	\$440,000.00 - \$660,000.00	\$154,000.00 – \$275,000.00 both counsel preparing
Hearing attendance (assume 20 day trial minimum)	\$440,000.00 based on two sols instructing	\$286,000.00 SC and Junior
Drawing Submissions (transcript review and confer counsel)	\$44,000.00 – \$88,000.00	\$44,000.00 – \$88,000.00
<b>PRELIM TOTALS - approx.</b>	<b>\$ 3,751,000.00 – \$5,753,000.00</b>	<b>\$ 1,958,000.00 – 2,816,000.00</b>

**NOTE: All Common benefit work is apportioned as between the Lead Applicant and Group Members based on actual Costs and Disbursements incurred.**

<b>INDIVIDUAL LEGAL WORK STAGE 2</b>	<b>ESTIMATE (GST INC)</b>	<b>Counsel (Inclusive of GST) (assume SC at \$9,900.00/day and junior at \$6,600.00/day (and relevant experts))</b>
In most of the cases we run, few if any individual costs are incurred because it is exceedingly rare for cases to progress to the point where individual claims are determined. If we were required to prosecute your individual case, our current estimate of costs associated with that work is set out below:		
OBTAINING INSTRUCTIONS	\$13,200.00	
PREPERATION AND EVIDENCE	\$22,000.00	\$4,400.00 - \$7,700.00
SETTLING INDIVIDUAL DAMAGES CLAIM	\$19,800.00	\$6,600.00 -\$8,000.00
<b>TOTALS</b>	<b>\$55,000.00</b>	<b>\$11,000.00 - \$15,700.00</b>

31. Please note that this is an estimate only and not a fixed quote. These estimates could vary substantially up or down. While the estimate is based on present information and instructions and our current understanding as to what services are required, our costs may exceed the estimate if further information becomes available or circumstances change which impact on these matters. In this event, we will provide you with a revised estimate as soon as practicable.
32. Some of the variables which may impact upon the estimate provided above include the following:
- The approach adopted by the Respondent;
  - The stage at which the matter resolves; and
  - The complexity or uncertainty concerning legal issues affecting your matter and the common issues.

**ESTIMATE OF COSTS RECOVERABLE OR PAYABLE**

33. We hereby provide you with an estimate of the range of costs that may be recovered by you if you are successful in your claim and the range of costs that you may be ordered to pay if you are unsuccessful in your claim.
34. An order by a court for the payment of costs in your favour will not necessarily cover the whole of your legal costs.



35. Based on our instructions, our estimates of the range of costs which may be recoverable if you are successful in your claim is:

<b>Estimate - (including GST)</b>	<b>Approximately</b>
<b>Total professional costs and disbursements recoverable</b>	\$40,000.00

Again, please note that this is an estimate only.

36. Based on our instructions, our estimates of the range of costs which may be payable by you if this claim is unsuccessful are:

<b>Estimate- (including GST)</b>	<b>Approximately</b>
<b>Total professional costs and disbursements recoverable</b>	\$25,000.00

Again, please note that this is an estimate only.

**Note:**

- a. All courts have discretion in respect of awarding costs. Costs are normally awarded in favour of the successful party in the proceedings.
- b. Costs awarded in a party’s favour by the Federal Court of Australia are usually ordered to be payable in accordance with the scale of costs set out on Schedule 3 to the *Federal Court Rules* 2011. The Federal Court are proactive in Representative Class actions and the Judge will **generally fix these costs** based on evidence produced by Cost Consultants and supporting Reports.
- c. The estimated ranges of costs are prepared bearing in mind that only a certain percentage of your total legal costs are recoverable or may be payable.
- d. Even if you are successful in the proceedings and have a costs order in your favour, it may still be necessary to seek to enforce such costs order through the court system if the Judge doesn’t fix them as noted in (b) above. This can be time consuming and costly. The possible costs associated with such potential enforcement proceedings are not dealt with in this document, but will be disclosed should the relevant circumstances apply.

**POTENTIAL THIRD PARTY PAYER / LITIGATION LENDING**

37. We may apply on behalf of potential claimants (including you) against The Respondent and any other parties that may at our discretion be included in the action; to third-party institutions known as “litigation lenders” for funds in advance to finance the work, including professional fees and outlays. We do not guarantee that such finance will be offered and/or if offered, will be accepted by our firm on your behalf.
38. If an offer is made by a Litigation Lender and is accepted by our firm AND by the Applicant, the Litigation Lender would meet all the costs of the litigation (including professional fees, Counsel’s fees, experts and reports). A Litigation Lender also provides an indemnity in case the matter is unsuccessful – meaning they cover any costs that may be ordered against the Applicant.

39. In exchange for pre-payment of the litigation costs, a Litigation Lender receives a percentage of any amount that is recovered from the litigation including amounts recovered by group members, plus repayment of all costs paid by it.
40. If an offer is made by a Litigation Lender and is accepted by our firm AND by the Applicant, the Litigation Lender would provide a separate Litigation Funding Agreement which would need to be considered independently of this Client Service Agreement.

#### **CONTACT PERSON**

41. The person with primary responsibility for your matter is Matthew Berenger. You may also contact this person if you have any queries about our costs.

#### **ACCEPTANCE OF OFFER**

42. If you accept this offer you will have entered into a costs agreement with us. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. You may accept this offer by signing and returning a copy of this document to us.

#### **COOLING OFF PERIOD**

43. If you wish to terminate the conditional costs agreement, you may do within five (5) clear working days of signing it. The “cooling off” period ends at 5pm on the fifth business day after the day on which this conditional cost agreement was signed. If not signed, we will only charge you for the costs incurred for work done that was performed on your instructions and with your knowledge up to termination.

#### **ACKNOWLEDGEMENT**

44. You acknowledge that I have been given the opportunity to view or receive a copy of the Lead Applicants Conditional Costs and Disclosure Agreement for which the terms of this Group Agreement Apply.
45. You acknowledge that the Laws applicable to the state of NSW will apply and I consent to this by executing this Agreement.
46. You acknowledge that before signing this costs agreement you have received, read and understood the following documents or sections thereof:
  - Letter of Offer;
  - Costs Agreement and General Terms of Business

**If you are signing on behalf of the client, you confirm that you are authorised to do so.**

Signed:

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Date



\_\_\_\_\_  
Matthew Berenger

\_\_\_\_\_  
Date

## General Terms of Business

### 1 Billing Arrangements

A tax invoice for our professional fees and internal expenses including any uplift fee will be issued on the successful outcome of the matter.

As for disbursements we may issue a tax invoice monthly.

All tax invoices are due and payable 30 days from the date of the tax invoice. You consent to us sending our tax invoices to you electronically at your usual email address or mobile phone number as specified by you.

### 2 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.

### 3 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.

### 4 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 substantial 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:

- (i) 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
- (ii) 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.

### 5 Your Rights in relation to a Dispute concerning Costs

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.

### 6 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, any uplift fee, 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.

### 7 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.

### 8 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;
- (c) if We cannot retain Counsel of our choice on a conditional costs agreement in a litigation matter;
- (d) if you engage another law practice to advise you on this matter without our consent;
- (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 or Counsel’s 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;
- (h) if in our sole discretion we consider it is no longer appropriate to act for you;
- (i) 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.

### 9 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).

### 10 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.

## 11 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.

## 12 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.

## 13 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.

## 14 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.