PEERLEGAL®

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Terms of Engagement and Disclosure Statements

Terms of our engagement

1. These terms of engagement together with the accompanying engagement letter or email sets out the terms on which we will provide legal services to you (**Terms**).
2. Your signed acceptance of the Terms or the commencement of performance of our services at your request, whichever occurs earlier, will constitute your acceptance of the Terms.
3. You have a right to negotiate a costs agreement and billing method with us.

Scope of our engagement

4. The scope of our engagement is described in our engagement email or letter. Unless otherwise stated, the scope does not include:
   - non-legal services, such as business, financial or accounting advice;
   - tax advice, including GST and stamp duty;
   - advice on relevant changes to (or interpretation of) the law after we have completed our engagement; and
   - advice applicable in jurisdictions other than Victoria and Australia.
5. Our services are limited to the assumptions, facts and legal questions set out in our correspondence with you.
6. We are entitled to rely on the accuracy of all information provided by you or on your behalf without independently verifying it.

Anti-money laundering obligations

7. We must gather information from you to ensure compliance with anti-money laundering and counter-terrorism financing obligations under the AML/CTF Act. We may stop providing services to you if you refuse to provide the information we request, or we decide you are not within our risk appetite.
8. You warrant that the information you provide to us to assist us to comply with our obligations under the AML/CTF Act is correct and accurate to the best of your knowledge.
9. You consent to your and any representative's identification being verified electronically and to us disclosing your information to third parties to help us meet our obligations under the AML/CTF Act.
10. Where our obligations under the AML/CTF Act require us to verify your or your representative's identification through a third-party system, you consent to the cost of that verification being charged to you as a disbursement.

Benefit of our services and intellectual property

11. Our services are provided solely for your benefit as our client and only in accordance with our Terms. No other person may rely on our services without our written consent.
12. All intellectual property rights in templates, precedents, agreements, advices, documents and content that we create in performing the services (whether pre-existing or new) (**Peer Legal IP**) are and will remain our sole and exclusive property.
13. We grant you a licence to use the Peer Legal IP solely for the purposes of your engagement and you must not otherwise use, reproduce, copy, market, sell, distribute, transfer, modify or adapt the Peer Legal IP.

Being named as a client

14. By engaging us, you consent to you and your corporate logo being included on our website and/ or in promotional material solely for the purpose of indicating that you are or have been a client unless you expressly advised otherwise.

Progress reports

15. We will keep you updated on the progress of your matter, including changes affecting your fees.
16. You have the right to request a written report on the progress of your matter and the legal costs incurred, and we will provide this within a reasonable period without charge.
17. You must let us know if a third party is required to pay your legal costs.

Consumer guarantees

18. We will provide the services in accordance with the Australian Consumer Law and any applicable consumer guarantees.

Issue of our invoice

19. We send invoices monthly or at other appropriate intervals during the matter, with a final invoice issued at the end of your matter.
20. We may give invoices to you in any way specified in Rule 73 of the *Legal Profession Uniform General Rules (Vic)* 2015 and you consent to receiving invoices by email or mobile phone to the address or number specified by you, or by any other means of electronic transmission agreed to by you.
21. You have a right to receive an invoice in the form of a lump sum or itemised. You are entitled to request an itemised invoice within 30 days after receiving an invoice that is not itemised or is only partially itemised and we will do so within 21 days.

Payment of our invoice

22. You must pay our invoice within 14 days. If there is more than one client to this engagement, all clients will be jointly and severally liable for our costs, unless otherwise agreed.

23. You must pay our invoices whether or not you have a right of recovery or indemnity from a third party and whether or not a third party seeks a review of our costs.

24. Interest on legal costs unpaid for 30 days is payable at a rate of 8%.

Disputes regarding our legal costs

25. If we have a dispute about the invoice, you may seek assistance from the Victorian Legal Services Commissioner – our invoice will set out more information about this.

Money held by us on trust

26. We may, with reasonable notice, require you to pay funds into our trust account before we commence or continue our services or incur significant disbursements.

27. By retaining us, you will give us the authority to pay professional fees and disbursements from any money that we were holding for you in our trust account in accordance with the Uniform Law.

28. If we pay legal costs from funds held in our trust account, our invoices will, unless otherwise agreed, be issued as immediately due and payable and we will send you a trust account statement subsequently.

Dealing with documents

29. You consent to us converting hard copy documents into electronic documents and destroying the hard copy unless you otherwise direct us.

30. When your matter is over, we will keep all electronic documents but will generally return important original hard copy documents. We will be authorised to destroy our entire file, except documents you have asked us to keep in safe custody, seven years after we give you our final invoice although we generally retain all electronic files perpetually.

31. We may be entitled to keep papers and documents and file material while you owe us money for our professional fees and disbursements pursuant to our common law right known as a 'solicitor's lien'.

Privacy

32. We collect your personal information, as defined in the *Privacy Act 1988* (Cth), from publicly-available information and our communications to provide our services, meet our obligations and protect our lawful interests, and we may share that information with courts, regulatory authorities, service providers and others.

33. These parties may be located in other states or countries and may not always comply with the specific requirements of Australian privacy laws.

Electronic communication

34. Electronic transmitted information cannot be guaranteed to be secure or error free and it is possible that information may be adversely affected or unsafe to use due to matters outside our reasonable control. We will not be liable to you in respect of any loss, damage, error or omission arising in connection with the electronic communication of information to you, except where it is caused by a negligent act or omission or the breach of a consumer guarantee by us.

Jurisdiction

35. The law of Victoria (including the Uniform Law as applied in Victoria) will apply to the Terms.

GST

1. If we are liable to pay any GST on our professional fees or disbursements, we will recover the GST from you (though, with disbursements, we will only seek to recover that part of the GST which is in excess of any input tax credit we are entitled to receive).

Termination of our engagement

36. You may terminate your engagement at any time in writing. We may stop providing services if:
    - you do not pay an invoice on time;
    - you do not give us adequate instructions or give us instructions that we consider are false or misleading;
    - a conflict arises that makes it impossible for us to continue to act for you;
    - we consider that we have completed all work within the scope of our engagement; or
    - there is any other just cause for doing so.

37. If we cease to provide services to you, then:
    - we will remove our name from the court record in any court proceedings;
    - you will receive a final invoice that will include all outstanding costs; and
    - you must pay our costs up to the date we ceased to provide services.

Definitions

38. In these terms:
    - 'you' and 'your' means the client named in our engagement letter or email;
    - 'we', 'our' and 'us' means Peer Legal;
    - the 'Uniform Law' means the *Legal Profession Uniform Law (Victoria)* set out in Schedule 1 of the *Legal Profession Uniform Law Application Act 2014* (Vic); and
    - the 'AML/CTF Act' means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

Effective as at July 2026