GOSAI LAW

ONLINE CLIENT TERMS OF ENGAGEMENT

(Costs Agreement – Clickwrap)

IMPORTANT – PLEASE READ BEFORE CLICKING "I AGREE"

These Online Client Terms of Engagement (Terms) form a legally binding costs agreement and retainer between you (the Client) and Gosai Law Pty Ltd (ACN 660 864 264) trading as Gosai Law (we, us, our or the Firm) for the provision of legal services.

By clicking "I Agree", ticking the acceptance box, or otherwise indicating your acceptance of these Terms electronically (including by giving us instructions or continuing to provide us with instructions after receiving access to these Terms), you acknowledge and agree that:

(a) you have been provided with, have read and understood these Terms (including the Disclosure Notice in clause 2);

(b) you are entering into a binding costs agreement with the Firm under section 308 of the Legal Profession Act 2007 (Qld) (Act);

(c) you have authority to bind yourself and, if accepting on behalf of an entity, that entity, to these Terms; and

(d) you consent to electronic execution and transacting and agree that your electronic acceptance has the same legal effect as a handwritten signature.

If you do not agree to these Terms, you must not click "I Agree" and must not engage the Firm or instruct us to perform any work.

ENGAGEMENT CONFIRMATION

The specific scope of work, fee structure (including any fixed fee, hourly rate, or fixed periodic retainer), responsible practitioner and matter reference applicable to your engagement will be set out in a separate written engagement confirmation issued by the Firm to you (Engagement Confirmation), which may be issued by email, through our client portal, or via our online intake system.

Together with these Terms, the Engagement Confirmation forms our costs agreement with you. Where there is any inconsistency between these Terms and the Engagement Confirmation, the Engagement Confirmation prevails to the extent of the inconsistency.

1. DISCLOSURE PRIOR TO LEGAL SERVICE

1.1 Before providing legal services and accepting any costs agreement, the Firm is required to provide you with disclosure of information under the Legal Profession Act 2007 (Qld) (Act).

1.2 A Disclosure Notice is contained within clause 2 of these Terms. By clicking "I Agree", accepting these Terms electronically, or otherwise accepting our offer:

(a) you acknowledge you have received the Disclosure Notice; and

(b) you acknowledge that you have read the Disclosure Notice.

2. FORM 1 – DISCLOSURE PURSUANT TO SECTION 308(5) OF THE ACT – YOUR RIGHTS IN RELATION TO LEGAL COSTS

2.1 You have the right to:

(a) negotiate a costs agreement with us;

(b) receive a bill of costs from us;

(c) request an itemised bill of costs after you receive a lump sum bill from us;

(d) request written reports about the progress of your matter and the costs incurred in your matter;

(e) apply for costs to be assessed within 12 months if you are unhappy with our costs;

(f) apply for the costs agreement to be set aside;

(g) accept or reject any offer we make for an interstate costs law to apply to your matter; and

(h) notify us that you require an interstate costs law to apply to your matter.

2.2 The following avenues are available to you if you are not happy with a bill:

(a) requesting an itemised bill;

(b) discussing your concerns with us;

(c) having our costs assessed; and

(d) applying to set aside the costs agreement.

2.3 There may be other avenues available in your State or Territory (such as mediation).

2.4 For more information about your rights, please read the fact sheet titled "Your right to challenge legal costs". You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

3. ACCEPTANCE OF OFFER AND FORMATION

3.1 These Terms (together with any Engagement Confirmation issued to you) constitute our offer to enter into a costs agreement with you to provide legal services.

3.2 You accept this offer, and a binding costs agreement will be formed between you and the Firm, by any one or more of the following:

(a) clicking the "I Agree" button or ticking the acceptance box presented with these Terms in any electronic interface (including our website, client portal or intake form);

(b) electronically signing or otherwise indicating acceptance of an Engagement Confirmation that incorporates these Terms;

(c) giving us instructions, or continuing to provide us with instructions, after being provided with access to these Terms; or

(d) contacting the Firm and confirming acceptance, in writing or verbally.

3.3 You consent to the use of electronic communications and electronic execution for the purpose of forming and evidencing this costs agreement, including under the Electronic Transactions (Queensland) Act 2001 (Qld) and any equivalent legislation in your jurisdiction. A record of your electronic acceptance (including timestamp, IP address and confirmation email, where applicable) will be retained by the Firm and is conclusive evidence of your acceptance.

3.4 The Firm will provide you with the legal services performed with professional skill and diligence as set out in these Terms and the Engagement Confirmation. We will keep you informed of the progress of the matter.

3.5 You must:

(a) provide the Firm with timely, accurate and proper instructions, including all documents and other records relevant to the services;

(b) act reasonably and take reasonable care to protect your own interests in respect of the matters the subject of these Terms;

(c) satisfy yourself as to the commercial viability of any transactions; and

(d) where relevant, investigate the bona fides of other parties to a transaction, check all financial matters and assess the commercial soundness of the transactions.

3.6 Failure to accept these Terms within seven (7) days of being provided with access to them may result in the immediate withdrawal of the Firm's offer to act.

3.7 The law of Queensland, Australia applies to these Terms and the costs agreement formed under them.

4. WORK

4.1 The work the Firm is instructed to do (Work) is:

(a) the work specified in the Engagement Confirmation;

(b) general services – the provision of legal services as requested from time to time to generally represent your interests throughout the duration of these Terms; and

(c) advice work – the provision of advices and associated legal services as requested from time to time throughout the duration of these Terms.

4.2 Unless otherwise agreed by us in writing, our Work does not include providing advice in relation to the following matters:

(a) financial, taxation or accounting matters;

(b) physical inspection or valuation of any property or assets; and

(c) commercial feasibility or viability of any proposed project, transaction or asset.

4.3 We may specifically exclude certain matters from the scope of works, either in the Engagement Confirmation or otherwise in correspondence to you.

4.4 For matters which fall outside the scope of works, we recommend that you seek advice from independent professionals with appropriate qualifications and experience, including but not limited to accountants, financial planners, business advisors, insurance brokers, mortgage brokers, surveyors, town planners, private certifiers and builders.

4.5 You acknowledge and agree that we are an Australian law firm and our expertise as legal advisors extends only to Australian laws and regulations. Any commentary provided to you in relation to the laws of any jurisdiction other than Australia (Overseas Jurisdiction):

(a) is not advice of any kind (whether legal, professional or otherwise);

(b) is provided for general information purposes only; and

(c) represents only an expression of the personal opinion of the person providing the commentary (which may not represent our formal position on the matter), who may not have the appropriate qualifications or experience to provide such commentary.

4.6 By accepting these Terms, you acknowledge and agree that:

(a) you will undertake your own investigations and assessments in relation to any legal and other matters relating to any Overseas Jurisdiction;

(b) you will seek independent legal and other advice from appropriately qualified professionals in each Overseas Jurisdiction for which you require such advice;

(c) you will not act or rely solely upon any commentary that we, or any member of our staff, provide in relation to any Overseas Jurisdiction;

(d) you will not hold us, or any member of our staff, liable or responsible for any actions that you take in reliance solely upon any such commentary that we, or any member of our staff, provide in relation to any Overseas Jurisdiction; and

(e) you release us and each of our officers, employees, contractors, agents and representatives from all liability in relation to you, or any other person, relying on any commentary which we provide in relation to any Overseas Jurisdiction.

5. CHARGES FOR PROFESSIONAL FEES, OTHER FEES, EXPENSES AND DISBURSEMENTS

Professional Fees – Time and Attendance Basis

5.1 Ordinarily, the Firm's professional fees will be calculated by reference to the amount of time spent attending to your matter, unless the Engagement Confirmation specifies a different basis (such as a fixed fee or fixed periodic retainer).

5.2 The Firm's standard hourly charge rates (exclusive of GST) are between:

(a) Senior Partner: AU$1,800.00 – AU$2,400.00 (US$1,200.00 – US$1,600.00*);

(b) Junior Partner: AU$1,500.00 – AU$1,800.00 (US$1,000.00 – US$1,200.00*);

(c) Special Counsel: AU$1,200.00 – AU$1,500.00 (US$800.00 – US$1,000.00*);

(d) Senior Associate: AU$1,200.00 – AU$1,500.00 (US$800.00 – US$1,000.00*);

(e) Associate: AU$900.00 – AU$1,200.00 (US$600.00 – US$800.00*);

(f) Lawyer: AU$600.00 – AU$750.00 (US$400.00 – US$500.00*);

(g) Law Graduate: AU$300.00 – AU$450.00 (US$200.00 – US$300.00*); and

(h) Paralegal: AU$300.00 – AU$450.00 (US$200.00 – US$300.00*).

**Clients will be billed at our Australian rates. US rates are provided as an indication only based on an exchange rate of 1:1.50.*

5.3 The Firm's hourly charge rates include secretarial and word processing services.

5.4 The Firm will charge time in 6 minute intervals, with 6 minutes being the minimum interval recorded for professional services. Each unit is charged at one tenth (1/10th) of the hourly rate applicable.

5.5 The Firm reserves the right to increase its hourly rates from time to time upon giving reasonable notice to you.

Professional Fees – Fixed Fees

5.6 In certain circumstances, the Firm may quote and charge fixed fees. Where the Firm quotes you a fixed fee, the fee only covers the Work which we have expressly agreed to provide (as set out in the Engagement Confirmation).

5.7 The Firm will provide you with a quote for any additional Work, and such Work may not be quoted on a fixed fee basis.

5.8 No quote that we give to you is a fixed fee unless we expressly state that it is a fixed fee.

Professional Fees – Fixed Periodic Retainer

5.9 We may agree with you for us to be engaged on a fixed periodic retainer (generally monthly) under which you will pay us a fixed periodic fee and we will undertake a certain agreed scope of work (as set out in the Engagement Confirmation).

5.10 The agreed scope of work for any fixed periodic retainer may include the following for each period:

(a) a commitment to answer, deal with, or respond to a minimum or maximum number or complexity of queries from you (by email or telephone);

(b) a commitment to provide a minimum number of hours of work;

(c) a minimum number of in-person or remotely attended meetings (such as by telephone, video conference or other telecommunications services);

(d) a discount on our professional fees for work charged on a fixed fee basis (such as document review and drafting);

(e) a discount on our professional fees for work charged on a time-costed basis; and

(f) any other benefits or features which we determine in our discretion from time to time.

5.11 The amount of the periodic fee will generally be calculated having regard to the following:

(a) the nature and size of your business activities;

(b) your existing and anticipated future legal requirements;

(c) the required timing of any deliverables and other legal work required to be undertaken;

(d) the amount which we would charge you if you were to engage us to undertake the same work on a fee-for-service basis; and

(e) any other matter which we consider is relevant.

5.12 If your requirements are such that a significant amount of work is required at or around certain time periods (such as at commencement, or at certain milestones), we may require our fixed periodic retainer to be increased during such periods. For example, if your business is a start-up or early-stage venture, we may require our fixed periodic retainer to be higher in the initial months to account for the fact that a significant part of the work would be required during this time.

5.13 Although generally our fixed periodic retainers will include a reasonable amount of variation in the work required to be undertaken from period to period, we nevertheless reserve the right at all times to revise the amount of our fixed periodic retainer (on a temporary or permanent basis) if your requirements exceed that which was originally contemplated or agreed at the commencement of our engagement, or in any other reasonable circumstances.

5.14 Unless otherwise agreed by us in writing:

(a) all fixed periodic retainers will be subject to a three (3) month minimum commitment from you; and

(b) we will invoice you for our fixed periodic retainers on the first day of each period (such as the first day of each month), with any beginning and ending periods being invoiced on a pro-rata basis.

5.15 Any fixed periodic retainer which we charge you will exclude all outlays incurred by us on your behalf.

Professional Fees – Administrative Levy

5.16 In addition to professional fees, we may, at our sole discretion, charge an administrative levy of up to AU$50 excluding GST per tax invoice to cover our costs of internal printing, internal copying, faxing, reproduction and recording of USB, DVD or CD, postage, mileage, telephone call charges and other sundry items.

5.17 The Firm reserves the right to increase its other fees from time to time upon giving reasonable notice to you.

Expenses and Disbursements

5.18 Expenses and disbursements are sums of money which the Firm pays (or becomes liable to pay) to others on your behalf. These may include, but are not limited to: external printing, external photocopying, various property search costs, company search costs, express post costs, registered post costs, courier costs, the cost of expert consultants, filing and lodgement costs, banking and third-party payment processing charges, government transfer charges, agent's costs (including settlement agent's costs) and government application costs.

5.19 The Firm will inform you of expenses and disbursements, as well as any other payments required to be made, as soon as is reasonably practicable.

5.20 Some of these expenses and disbursements may incur a service fee.

5.21 All fees, charges, expenses and disbursements under these Terms are GST exclusive, unless otherwise stated to be inclusive of GST. You will be required to pay the Firm an additional amount on account of any GST which the Firm is liable to pay as a result of any supply the Firm makes to you.

6. ESTIMATE OF COSTS

6.1 Any estimate of our professional fees for the Work will be contained within the Engagement Confirmation or other written communication issued to you.

6.2 The Firm is not bound by any estimate, and any estimate is based on the assumption that the matter proceeds smoothly and without delay, no unforeseen issues arise and information and instructions can be readily obtained.

6.3 There are too many variables and too many aspects under the control of other parties for such precision to ever be possible. However, we will endeavour to keep you informed of developments which are likely to impact on our initial estimate where appropriate.

7. BILLING, INTEREST CHARGES AND CONTACT PERSON

7.1 Invoices will be sent to you containing information of professional fees, other fees, expenses, disbursements and GST at monthly intervals, upon completion of each step within the matter or upon the completion of the Work.

7.2 Where we have quoted you a fixed fee, you agree that our tax invoices will only show the amount of the fixed fee and the outlays which we have incurred for which reimbursement is required.

7.3 For work conducted on a time and attendance basis, our tax invoices will include a chronological account of all work carried out on your matter (including the charge for each item) and the outlays which we have incurred for which reimbursement is required.

7.4 The Firm's invoices are payable within 7 days. If invoices remain unpaid for 30 days after becoming due for payment, interest may be charged on the unpaid amount at a benchmark rate, being the rate prescribed by regulations under the Act, which is the rate equal to the Cash Rate Target, as defined by the regulations to the Act, plus two percentage points as at the date of the invoice.

7.5 Should you elect to pay an invoice by credit card, the Firm is authorised to debit your nominated credit card account with a credit card surcharge of up to 5% of the invoice's total.

7.6 Should you elect to pay an invoice in a foreign currency, crypto or digital assets, the Firm is authorised to convert that foreign currency, crypto or digital asset at a Financial Institution or Digital Currency Exchange, at the AUD standard conversion rate displayed. The Firm is authorised to charge a surcharge of up to 5% of the invoice's total for any foreign currency, crypto or digital asset payment, which shall be built into the indicative total. Alternatively, for fixed fees and retainer services, the Firm may quote for the Work in foreign currency, crypto or digital assets.

7.7 Payment of our tax invoices, or payments into our trust account, may be made using any of the payment options accepted by us from time to time, subject to the terms of any separate agreement you have entered into with any third-party payment processor (such as RapidPay), which may include, but are not limited to:

(a) credit card by Visa, MasterCard, American Express, UnionPay and JCB;

(b) BPAY;

(c) electronic funds transfer (EFT);

(d) PayPal or other online payment services;

(e) crypto or digital asset payments;

(f) instalment plans by direct debit; and

(g) pay-by-the-month plans,

subject to your compliance with the terms of any such separate agreement. Please note that usage of third-party payment processors may result in a service or processing fee payable to that third party.

7.8 In the event that you do not pay the Firm's invoice, these Terms entitle the exercise of a solicitor's lien. The lien allows the Firm to retain all of your documents and funds in trust until the account is paid.

7.9 For the purpose of these Terms you will be deemed to have received a bill if it is:

(a) sent to your email address, on the day the email was sent;

(b) made available to you through our client portal, on the day it is uploaded;

(c) given to you or your agent personally, on the day it is given to you; or

(d) sent to you at the postal address, or to your agent by post, within two (2) days of posting.

7.10 You may contact the Managing Partner regarding your legal costs.

8. ENGAGEMENT OF ANOTHER LAW PRACTICE OR OTHER EXTERNAL PROFESSIONALS OR SERVICE PROVIDERS

8.1 In the event that the Firm engages another law practice to provide specialist advice (e.g. a barrister) or services on your behalf, you will be advised. If the advocate provides the Firm with fee disclosures or the basis of fee calculations, we will pass this information on to you. If the Firm becomes liable to pay interest on any advocate's fees as a consequence of delay on your part, we will pass that charge on to you.

8.2 As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in these Terms affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.

8.3 You authorise the Firm to retain external professionals and service providers, as necessary. The Firm will endeavour to consult with you prior to the appointment or contracting of other persons or organisations, but you accept that there are likely to be circumstances of urgency or other reasons where it is impracticable to discuss with you, or at least to discuss in detail,

prior to such appointment. With that situation in mind, you authorise the Firm to make such appointments as we consider necessary.

8.4 You agree to be ultimately responsible for the payment of fees of all external persons or organisations, either by direct payment to those persons, by way of reimbursement to the Firm for monies that the Firm has paid to such persons on your behalf, by payment into the Firm's trust account when requested, or by providing the Firm with a cheque made payable to those persons when requested.

9. COSTS IN COURT PROCEEDINGS

9.1 If court proceedings are taken on your behalf:

(a) the court may order that you pay another party's costs (e.g. if you lose the case);

(b) the court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay to the Firm. For example, the court may not order that the other side pay "unusual expenses" incurred by you, such as the costs of Senior Counsel. If the court does not order that "unusual expenses" are payable by the other party, you must still pay them to us. By accepting these Terms, you consent to the Firm incurring "unusual expenses" on your behalf payable by you; and

(c) in the event the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid to the Firm pursuant to these Terms.

9.2 If you are successful in the litigation you may recover some, but not all, of your costs from the other party. The Firm estimates the range of costs you may recover will be in the order of 50% to 70% of the costs and outlays you incur in conducting the litigation.

9.3 If you are unsuccessful in the litigation you may be ordered to pay approximately 50% to 70% of the other party's costs.

9.4 Irrespective of the outcome at court, all fees, other fees, expenses and disbursements are payable by you when incurred by the Firm and billed to you.

9.5 If settlement of your claim is being resolved by alternative dispute resolution, prior to any agreement resolving the matter, the Firm will provide you with a reasonable estimate of its costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you, or a reasonable estimate of the costs you may have to pay the other party.

10. TERMINATION

10.1 You may terminate these Terms at any time by giving the Firm written notice.

10.2 Should these Terms be terminated, you remain liable for all legal costs (including our professional fees, other fees, expenses and disbursements) up until that time.

10.3 If you do not pay monies in accordance with these Terms, the Firm may suspend work and may cease acting for you. The Firm will not continue to do the work and may terminate the engagement if:

(a) you fail to pay the Firm's bills or deposit monies into the Firm's trust account as required from time to time;

(b) you fail to provide the Firm with adequate instructions within reasonable time;

(c) you give instructions that are deliberately false or intentionally misleading;

(d) you fail to accept an offer of settlement which the Firm considers reasonable. In such circumstances the Firm will obtain, at your expense, a written opinion of King's Counsel or Senior Counsel (so designated) as to the reasonableness of such offer;

(e) you fail to accept advice the Firm or Counsel give you;

(f) you engage another law practice to advise you on this matter without giving the Firm prior notice;

(g) the Firm, on reasonable grounds, believes that it may have a conflict of interest;

(h) you ask the Firm to act unethically; or

(i) for another just cause.

10.4 The Firm will give you notice of its intention to terminate the engagement, and of the grounds on which the notice is based.

10.5 On termination, the Firm is entitled to retain possession of your documents and trust monies while there is money owing to the Firm for professional fees, other fees, expenses and disbursements, unless and until security is provided for the Firm's costs.

11. RETENTION OF YOUR DOCUMENTS AND FILES

11.1 The Firm will, on completion of the Work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years and on the undertaking that the Firm has your authority to destroy the file seven (7) years after the date of the final bill being rendered by the Firm in this matter.

11.2 Our system of record keeping includes only electronic files stored using third-party cloud storage services. You acknowledge and agree that we will not retain any hardcopy or original documents. All such documents will be scanned and stored by us in electronic form, with the hardcopies and originals being returned to you, or destroyed by us. If you wish to retain any hardcopy or original documents, we suggest that you retain your own copies for your own records.

12. PRIVACY PROTECTION

12.1 Personal information about you, provided by you and other sources, is protected under privacy legislation. Disclosure of such information may be compelled by law. You also authorise the Firm to disclose such information where necessary to others in furtherance of your claim or matter (e.g. within the law practice, to the court, to other parties to the litigation, or to valuers, experts or barristers).

13. COMMUNICATIONS AND FUNDS TRANSFER WARNING

13.1 You acknowledge, agree and consent to us communicating with you by email and other electronic means in lieu of sending correspondence by post or facsimile. You acknowledge and agree that we are not responsible for any loss which you may incur as a result of any failure by you to receive any email communications from us, or any third party intercepting any email communication from us to you.

13.2 Cyber and funds transfer warning. People across Australia and globally have lost money where hackers have impersonated a law practice or another party involved in a legal matter by altering electronic communications (including email, fax, social media, text, instant messaging, applications, file sharing and documents). By accepting these Terms, you acknowledge and agree that, in connection with this engagement and where payment details are contained in an electronic communication or document, you:

(a) must NOT transfer any funds (send, deposit, pay or transfer) of more than AU$10,000 (or its equivalent in any other currency or digital asset), or pass on any funds transfer information you receive, without first telephoning the apparent original sender on a

verified number to verbally confirm the account number, BSB or wallet address, payment details and amounts by reading them out and reading them back; and

(b) must give the same warnings to anyone else known to be connected to the matter and anticipated to be involved in transferring or receiving funds or funds transfer information (including, without limitation, agents, brokers, family members and accountants).

13.3 You further acknowledge that:

(a) when calling to verify payment details, you will only use a phone number for the apparent sender that you have verified from a source different to the communication containing those details (for example, a separate paper communication, the person's website, or a public directory);

(b) you will contact the sender to check legitimacy before opening attachments or clicking on hyperlinks or download buttons in unexpected emails; and

(c) you will contact the Firm immediately if in any doubt about emails or other electronic communications that appear to have come from us.

13.4 You acknowledge that the Firm will not transfer money out of trust until you are able to verify any funds transfer information by a voice call to confirm those details, and that you must ensure you can be contacted if you need any funds transferred by a specific time.

14. COPYRIGHT

14.1 We retain ownership of all copyright (including moral rights) in relation to any document which we prepare, create or produce as part of our provision of legal services to you. Any document which we issue to you in editable format (such as in Word format) is provided to you strictly on the basis that you use the document for your own purposes and you do not provide it to any third party without our prior written consent.

15. RETAINER AMOUNTS AND TRUST MONIES

15.1 Where required, you agree to provide to the Firm any retainer amount specified in the Engagement Confirmation in anticipation of, and to cover all or part of, the estimated professional fees, other fees, expenses and disbursements. This advance will be deposited into the Firm's trust account and held to your order. This advance may be taken by the Firm in payment of costs and outlays as they become due.

15.2 The Firm's trust account details will be provided in the Engagement Confirmation or by separate secure communication. You must verify those details by voice call in accordance with clause 13 before transferring any funds.

15.3 The Firm may require further advance payments to be made by you during the progress of the Work.

15.4 The Firm will advise you as to how the money is used.

16. TRUST ACCOUNT AUTHORITY

16.1 For the purposes of section 249(1)(b) of the Legal Profession Act 2007 (Qld), you hereby authorise us to transfer from our trust account to our office account (or to any other trust account), any monies held on your behalf to pay any outstanding professional fees and incurred outlays which you may owe us from time to time in relation to any matter for which we act on your behalf.

17. CONTINUING APPLICATION

17.1 These Terms continue to apply even if:

(a) the membership of the Firm changes;

(b) the name of the Firm changes;

(c) the Firm merges or amalgamates with any other firm;

(d) you engage any other firm as either principal or agent; or

(e) any appeal relating to the Work is conducted on your behalf.

18. VARIATION OF THESE TERMS

18.1 We may amend or update these Terms from time to time by publishing the updated Terms on our website or client portal, or by notifying you by email. Any amendment will take effect from the date specified in the notice or, if no date is specified, on the date of publication.

18.2 Your continued instruction of the Firm after the date on which an amendment takes effect constitutes your acceptance of the amended Terms. If you do not accept the amended Terms, you must notify the Firm in writing and you may terminate the engagement in accordance with clause 10.

18.3 Notwithstanding clauses 18.1 and 18.2, the fee structure applicable to your matter (as set out in the Engagement Confirmation) may only be varied by written agreement between you and the Firm.

19. ASSIGNMENT

19.1 You cannot assign, novate or otherwise dispose of any of your rights or obligations under these Terms without our prior written consent.

19.2 You agree that we may assign, novate or otherwise dispose of any or all of our rights or obligations under these Terms without your prior consent.

20. ENTIRE AGREEMENT

20.1 These Terms, together with the Engagement Confirmation, contain the entire agreement between the parties about its subject matter. Any previous representation, understanding, arrangement, agreement or warranty relating to that subject matter is superseded.

21. JOINT AND SEVERAL LIABILITY

21.1 You acknowledge and agree that any person accepting these Terms:

(a) is jointly and severally liable for the payment of all of our professional fees and outlays; and

(b) indemnifies us, and will keep us indemnified, from and against any loss or liability which we suffer or incur as a result of any breach of these Terms by any other person who has accepted these Terms.

22. JURISDICTION

22.1 These Terms are governed by the laws of Queensland, Australia and each party submits to the non-exclusive jurisdiction of the courts of Queensland.

23. SEVERABILITY

23.1 Any provision of these Terms that is illegal, void or unenforceable will be read down or severed so as to preserve the remainder of these Terms which will continue in full force and effect.

24. WAIVER

24.1 A failure or delay in the exercise or enforcement of any right, power or remedy available by law or under these Terms by us will not in any way preclude, or operate as a waiver of, any exercise or enforcement of that or any other right, power or remedy. All waivers by us must be expressly given in writing to be effective and binding. No waiver by us of a breach of any provision of

these Terms will operate as a waiver of another breach of that provision or of a breach of any other provision of these Terms.

25. CONFLICTS OF INTEREST

25.1 We have conducted, or will conduct, a conflicts check and, based on the information available to us, we will not commence work where a conflict of interest exists that would prevent us from acting for you in your matter.

25.2 However, we may act for other clients whose interests may differ from yours in other matters. If at any time during the engagement an actual or potential conflict of interest arises, we will notify you promptly and discuss how best to address it.

25.3 If a conflict cannot be resolved to the satisfaction of all parties, we may be required to cease acting for you or for another client, in accordance with our professional obligations under the Legal Profession Act 2007 (Qld) and the Australian Solicitors' Conduct Rules.

26. CONSENT AND WAIVER

26.1 By accepting these Terms, you acknowledge that our firm acts for a diverse range of clients across various industries and matters. From time to time, we may act for clients whose commercial interests may be adverse to yours in unrelated matters.

26.2 You consent to our firm continuing to act for other clients in matters unrelated to your engagement, provided that we do not act against you in any matter that is substantially related to the work we perform for you.

26.3 This consent may be revoked by you at any time by written notice. If you revoke this consent, we will assess whether we are able to continue acting for you in light of our obligations to other clients.

27. DUTY OF CONFIDENTIALITY TO OTHER CLIENTS

27.1 We owe a duty of confidentiality to all of our clients, both current and former. We may hold confidential information of other clients that is relevant to your matter. You agree that we are under no obligation to disclose such information to you and that the holding of such confidential information does not, of itself, create a conflict of interest.

28. IN-FIRM PRIVILEGE AND CONSENT

28.1 In order to manage potential conflicts of interest and to ensure compliance with our professional and ethical obligations, it may be necessary for lawyers within our firm to share limited information about your matter internally. By accepting these Terms, you consent to such internal information sharing, which will be conducted in accordance with our professional obligations and internal confidentiality protocols.

29. PUBLICITY

29.1 Unless you notify us otherwise in writing, we may include your name and a general description of our engagement in our firm's marketing materials, client lists and website. We will not disclose any confidential information about your matter in any such materials without your prior written consent.

30. CLOUD STORAGE AND ARTIFICIAL INTELLIGENCE

30.1 Our firm uses cloud-based storage, software and communication platforms in the ordinary course of providing legal services. Your files and information may be stored or processed using these platforms, which are hosted by reputable third-party service providers.

30.2 We may also use artificial intelligence tools and technologies to assist in the provision of legal services to you. Such tools may be used for tasks including, but not limited to, legal research, document review, drafting assistance and data analysis.

30.3 We take reasonable steps to ensure that all cloud-based platforms and AI tools used by our firm comply with applicable privacy laws and our professional obligations regarding confidentiality and data security. By accepting these Terms, you consent to the use of such technologies in connection with your matter.

31. REFERRAL FEES

31.1 If you were referred to our firm by a third party, we may pay a referral fee to that third party in recognition of the referral. Any such referral fee is paid from our firm's marketing budget and is not on-charged to you, nor does it affect the fees or disbursements payable by you under these Terms.

31.2 The payment of any referral fee will not influence the advice we provide to you or the manner in which we conduct your matter. Our professional obligations to act in your best interests remain paramount at all times.

32. TOKEN AND EQUITY FEE ARRANGEMENTS

32.1 From time to time, our firm may agree to accept tokens, digital assets, equity interests or other non-cash consideration as partial or full payment for legal services rendered. Any such arrangement will be documented in a separate schedule to these Terms (the Token and Equity Fee Schedule).

32.2 The Token and Equity Fee Schedule, if applicable, will set out the specific terms and conditions governing any token or equity-based fee arrangement, including the nature and quantity of the consideration, vesting or lock-up conditions, valuation methodology and relevant conflict disclosures.

32.3 In the absence of a signed Token and Equity Fee Schedule, all fees for legal services will be payable exclusively in Australian dollars in accordance with the terms of these Terms.

33. DISPUTE RESOLUTION

33.1 If any dispute arises between you and us in connection with these Terms or the legal services provided under them, the parties agree to first attempt to resolve the dispute through good faith negotiation.

33.2 If the dispute is not resolved through negotiation within fourteen (14) days, either party may refer the dispute to mediation administered by a mediator agreed upon by the parties, or in the absence of agreement, appointed by the President of the Queensland Law Society.

33.3 The mediation will be conducted in Queensland, Australia, in accordance with the mediation guidelines of the Queensland Law Society. The costs of the mediation will be shared equally between the parties unless otherwise agreed.

33.4 Nothing in this clause prevents you from exercising any rights you may have under the Legal Profession Act 2007 (Qld) in relation to costs disputes, including the right to apply for a costs assessment.

33.5 If the dispute is not resolved by mediation within thirty (30) days of the referral to mediation, either party may commence proceedings in the courts of Queensland, Australia.

34. ELECTRONIC RECORD AND ACCEPTANCE

34.1 You acknowledge and agree that:

(a) your electronic acceptance of these Terms (including by clicking “I Agree”, ticking an acceptance box, or otherwise indicating acceptance through an electronic interface) constitutes a valid and binding execution of these Terms for all purposes;

(b) the Firm may rely on the electronic record of your acceptance (including timestamp, IP address, device identifier and any associated authentication data) as conclusive evidence of your agreement to these Terms;

(c) you waive any right to object to the admissibility, validity or enforceability of these Terms on the grounds that they were accepted electronically; and

(d) the Firm will provide you with a copy of these Terms (in PDF or equivalent format) following acceptance, and you may request a further copy at any time.

ACCEPTANCE

By clicking “I Agree” below (or by ticking the acceptance box, or by giving or continuing to give the Firm instructions after being provided with access to these Terms), you confirm that you have read, understood and accepted these Online Client Terms of Engagement, including the Disclosure Notice in clause 2 and the Cyber and Funds Transfer Warning in clause 13, and that you intend to enter into a binding costs agreement with Gosai Law Pty Ltd on these Terms.

[✓] I AGREE TO THE TERMS

[ ] I DO NOT AGREE