

AJB STEVENS

— LAWYERS —

IVS/TFS class action

Group Members Conditional Costs Agreement and Costs Disclosure

Sydney Office
Level 1, 152 Elizabeth Street
Sydney NSW 2000
DX 11555 Sydney Downtown

Office Locations
Sydney
Bankstown

T: (02) 8268 0600
F: (02) 8272 4400
W: www.ajbstevens.com.au
E: info@ajbstevens.com.au



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— LAWYERS —

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IVS/TFS CLASS ACTION

Conditional Costs Agreement Group Members of the IVS/TFS Class Action

The IVS/TFS Class action is an action commenced in the Federal Court of Australia on 24 February 2020 by two lead applicants against:

- A. TFS Manufacturing Pty Ltd**
- B. IVS Pty Ltd**
- C. Covidien Pty Ltd**
- D. Dr Peter Petros**

1. Conditional Costs Agreement

- 1.1. This document is a *Conditional Costs Agreement* (referred to as the “Agreement”) which together with our General Terms of Business, sets out the terms of our offer to provide legal services to you and constitute our costs agreement and disclosure pursuant to the Legal Profession Uniform Law. The Agreement relates to the class action commenced in relation to injuries and damages caused by the “IVS/TFS” mesh implants to treat pelvic organ prolapse and stress urinary incontinence. It sets out the basis on which we will act for you in this matter, as well as detailing your rights under the Agreement and providing you with an estimate of the total legal costs involved in this matter.
- 1.2. This Agreement is a legally binding document.
- 1.3. You have the right to seek independent legal advice before signing this agreement.
- 1.4. You have the right to negotiate the terms of this Agreement with us, including negotiating the method by which fees for the services we provide are calculated and billed to you (for example, whether our fees are calculated using an hourly rate or some other method).
- 1.5. You have a cooling-off period of 5 clear business days from the date you sign this Agreement, during which time you have the right to terminate the Agreement by providing us with written

notice. This means that you can cancel this Agreement at no cost, at any time within 5 days of you signing it.

- 1.6. If any part of this Agreement is found to be void or unenforceable, the balance of the Agreement will remain in force, and all other parts that are not void or unenforceable will continue to apply and remain binding.
- 1.7. The law of New South Wales, Australia, applies to this Agreement.

2. No-win, no-fee

- 2.1. Because we believe that the IVS/TFS class action is reasonably likely to result in a successful outcome, we are willing to offer to act for you on a "No-Win, No-Fee" basis, as set out in this Agreement.
- 2.2. We believe you are a group member who has a claim that is eligible to be determined by or within the IVS/TFS class action.
- 2.3. We are also acting on behalf of other women who are group members in the IVS/TFS class action and who have signed a Conditional Costs Agreement in substantially the same terms as this Agreement.
- 2.4. This Agreement provides that you will not be required to pay any legal costs incurred by AJB Stevens Lawyers on your behalf or in relation to the IVS/TFS class action unless your claim is successful. The successful outcome of the matter, as agreed with you, is:
 - a. obtain an award in your favour; or
 - b. You obtain an order for costs in your favour; or
 - c. You obtain a settlement in your favour; or
 - d. A reasonable offer of settlement is made that we recommend you accept.
- 2.5. In some litigation the court may make orders requiring applicants to pay another party's legal costs if their claim is unsuccessful. However, **you do not** face any risk of having such an order apply to you simply by being a group member in a class action.

3. Scope of work

- 3.1. By signing this Agreement, you instruct us to perform legal work to investigate and conduct the IVS/TFS class action, to pursue your individual claim to seek compensation for harm caused by IVS/TFS within the class action, and to perform other work that we consider to be

reasonably necessary to conduct the IVS/TFS class action and to protect your rights in relation to the claims made in that class action.

- 3.2. The legal work we will perform under this Agreement includes providing all legal and administrative services necessary to conduct the IVS/TFS class action, and applying our skill and expertise to these tasks including but is not limited to:
- a. investigating and gathering evidence;
 - b. assessing the merits of claims and providing advice about the status of the IVS/TFS class action and individual claims within it;
 - c. conducting conferences and communicating with other parties connected with the IVS/TFS class action, and doing all legal, administrative and other work that is reasonably necessary to conduct the IVS/TFS class action;
 - d. communicating with the group members in the IVS/TFS class action;
 - e. communicating with media sources and/or other political or external stakeholder groups in the interests of group members in the IVS/TFS class action;
 - f. obtaining any adverse costs insurance or other /funding financial arrangements reasonably necessary for the benefit of the lead applicants and/or group members in the IVS/TFS class action;
 - g. conducting the class action and appearing in any court action necessary to advance the interests of group members in the IVS/TFS class action, briefing senior and junior counsel to appear in court and or draft pleading, submissions or other documents required to progress the class action and engaging in negotiations or other dispute resolution processes in the interests of group members, including seeking the approval of any settlement and the approval and recovery of legal costs.
 - h. Briefing senior and junior counsel to assist in drafting documents and appearing in court at interlocutory matters and at hearings.

Work performed prior to signing this Agreement

- 3.3. Prior to the date of this Agreement, we have already performed work in relation to the IVS/TFS class action, which has benefitted group members individually and collectively. The cost of this earlier work has been included in the estimate of total legal costs included in section 6 below. You agree that the legal costs for this work are covered by the terms of this Agreement and you authorise us to charge for and recover those legal costs on the same basis as for any legal costs incurred after the date you signed this Agreement.

Decision-making and instructions in the litigation

- 3.4. The lead Applicants in the IVS/TFS class action are the women who will formally provide us with instructions about the conduct of the litigation, including in relation to major strategic decisions and any negotiations or discussions in relation to the resolution or settlement of the litigation. As a group member who is not the lead applicant, you will provide us with instructions in relation to any major strategic decisions and negotiations concerning your personal claim within the IVS/TFS class action where appropriate, but your role will not be to provide instructions in relation to the conduct of the IVS/TFS class action overall.
- 3.5. We are authorised by this Agreement to make day-to-day decisions concerning the conduct of the IVS/TFS class action and the claims within it, including yours (that is, decisions about the running of the claim that are not major strategic decisions or decisions made in the course of any negotiations or discussions in relation to any resolution or settlement). You specifically authorise us to conduct the IVS/TFS class action as we consider appropriate and to retain and instruct barristers, experts, other law firms and/or other people or entities in relation to the litigation as we consider appropriate and necessary, and on rates and terms that are reasonable.

Staff responsible for your claim

- 3.6. The lawyers principally responsible for the conduct of the IVS/TFS class action are the directors of AJB Stevens Lawyers Adrian Barakat and Steven Mousas. Other lawyers, consultants and staff at AJB Stevens Lawyers appointed by the directors will also work on your case from time to time.

4. Your obligations under this Agreement

- 4.1. By entering into this Agreement, you agree to:
- a. provide us with full and honest instructions, cooperate with us in the preparation of your claim and do all things that we reasonably ask of you;
 - b. accept and follow our reasonable legal advice, including advice in relation to settlement offers;
 - c. not terminate your instructions to us or instruct other solicitors in relation to any matter related to the IVS/TFS class action unless this Agreement is terminated in accordance with its terms;

- d. not have any communication concerning any aspect of your claim or the IVS/TFS class action with any representative of a respondents or respondent to the class action without our approval;
 - e. only use documents that we send to you for the purposes for which they are provided, and to not reproduce, adapt or use any such material for other purposes without first obtaining our consent;
 - f. inform us promptly of any changes to your name, address, phone number, email address or any other contact details that we use to communicate with you; and
 - g. not discuss or disclose any aspect of your claim or the IVS/TFS class action that has been communicated to you by us on a confidential or privileged basis with people other than your immediate family and those providing you with professional advice, without our prior approval.
- 4.2. In the event that there is a breach of any of these obligations, we will have the right to terminate this Agreement and upon termination, we will be entitled to payment for all work carried out up to the date of termination.

5. How our legal costs are calculated

Legal costs in class actions

- 5.1. In class action litigation, legal costs are supervised by the court. We will only be entitled to be paid our legal costs from any settlement of a class action to the extent the court approves this.
- 5.2. AJB Stevens Lawyers acts for a number of other people who have suffered similar harms connected with the IVS/TFS device. The fact that we act for others with similar claims means that a substantial proportion of the work involved in pursuing those claims can be shared amongst many claimants.
- 5.3. The legal costs involved in running a class action can be classified as either individual costs or group costs:
- a. **Individual costs** relate to the work that is performed directly for an individual group member's claim, which does not benefit or advance the claims of the other group members involved in a class action (for example, conducting interviews, and obtaining and reviewing medical records and reports).

- b. **Group costs (sometimes referred to as common benefit costs)** relate to the work that is performed that benefits or advances the claims of many or all group members in a class action (for example, work in relation to general court documents).
 - c. **Sub-group costs.** Although at this time, there are no subgroups pleaded in the filed Statement of Claim, it may be that a sub-group might be identified and pleaded at a later stage. If that occurs, there will be work relating specifically to that sub-group and the sub-group questions the court will be asked to determine. If you are a member of that sub-group, you will be advised.
- 5.4 If your claim is successful, then subject to the orders of the court, you will be charged on the basis set out in this Agreement for your own individual costs as well as your share of the group costs and the sub-group costs (calculated on a *pro-rata* basis by reference to the amounts recovered by each group member from any settlement or judgment). Combined, these two (or three if you are a sub-group member) amounts are your total legal costs in the IVS/TFS class action.
- 5.5 Your total legal costs are made up of three components: professional fees, the uplift fee, and expenses.

Professional fees

- 5.6 We charge for the work we do by reference to the time that is spent performing that work. The amounts we charge are referred to as our professional fees. Time is calculated on a “per unit” basis, where each unit is 6 minutes or part thereof – so, for example, work that takes 12 minutes to complete would be charged as 2 units, and work that takes 15 minutes would be charged as 3 units.
- 5.7 For the IVS/TFS class action, the current professional fee rates are as follows (all professional fees referred to in this Agreement are plus GST).

Position	Rate per hour
Director	\$700.00 plus GST
Accredited Specialist	\$700.00 plus GST
Solicitor with more than 20 years’ experience	\$700.00 plus GST
Solicitor with 5-20 years’ experience	\$500.00 plus GST
Solicitor with less than 5 years’ experience	\$450.00 plus GST
Litigation Technology Consultant	\$450.00 plus GST

Law Clerk, Graduate	\$300.00 plus GST
Paralegal, Legal Assistant	\$253.00 plus GST
Senior secretary with more than 5 years' experience	\$220.00 plus GST
Junior Secretary with less than 5 years' experience	\$190.00 plus GST

- 5.8 We will keep time records of the work performed in relation to the IVS/TFS class action, which will be used to calculate the professional fees that we will charge and present to the court for approval.
- 5.9 Over the course of the IVS/TFS class action, we may increase the professional fee rates we charge. Any increase in our professional fee rates in accordance with this paragraph will be notified to you in writing.

Uplift fee

- 5.10 In the event that your claim is successful, under the Uniform Law we are entitled to charge you an additional fee of no more than 25% of the professional fees incurred on your behalf in connection with the IVS/TFS class action. This is known as the "uplift fee", and it applies to your individual costs and your share of the group costs, but excludes expenses.
- 5.11 The uplift fee in this case is 25%. It is set at this figure because although we believe a successful outcome is reasonably likely, under this Agreement we will be carrying the cost of the litigation for a significant period of time, and we bear the risk that we will not be paid for our work if the claim is not successful.
- 5.12 The uplift fee is calculated as a percentage of the total of the professional fees (and not expenses) that are payable by you if your case is successful. It is not calculated as a percentage of your compensation or damages. For example, regardless of the amount that you may receive as compensation, it means for every \$100 of professional fees incurred, we will charge a further \$25 if your claim is successful.

Expenses

- 5.13 *Expenses* (also known as *disbursements*) are the amounts of money that we pay in the course of pursuing the claim – for example, they include things like court fees, barristers' fees, photocopying and administrative costs, and experts' fees. Depending on whether a particular expense benefits only your personal claim or the claims of a larger group of claimants within the class action, expenses may form part of the group costs or your individual costs.

“After the event” insurance policies

- 5.14 In order to pursue the IVS/TFS class action it may be necessary to take out an insurance policy to provide protection for the lead applicants and/or any other claimants with specific roles in the litigation, in respect of any costs orders that they might be required to pay if the class action is unsuccessful (since the lead applicants do face a costs risk if the claim is unsuccessful, unlike group members such as you, who do not). Such a policy will involve the payment of a premium to the insurer at the conclusion of the litigation, if the claim is successful, as well as potentially involving other expenses beforehand. Depending on the duration of the litigation and the legal costs involved, this premium could be substantial – in some cases, potentially above \$1 million.
- 5.15 We will arrange for such an insurance policy to be in place on the best terms we can obtain, if we determine that it is necessary in order to pursue the litigation (including if it is necessary for a lead applicants to agree to occupy that role in the claim). You agree that the expenses involved in this process, and in particular the premium to be paid to the insurer, will form part of the group costs in the litigation.

6. Estimate of total legal costs

- 6.1 The estimate of total legal costs for the group costs that will be incurred on behalf of all claimants in the IVS/TFS class action up to the first day of a trial in the proceeding will be within the range of \$5 million and \$8 million (inclusive of professional fees, the uplift fee, expenses and GST). The estimate of total legal costs for your individual costs in the IVS/TFS class action (separate to the group costs) will be within the range of \$35,000 to \$50,000 (inclusive of professional fees, the uplift fee, expenses and GST).
- 6.2 The amount of the 25% uplift fee (inclusive of GST) that is included within these ranges is estimated at between \$1.25 million and \$2.0 million for the total group costs, and between \$8,750 and \$12,500 for the total individual costs.
- 6.3 As noted above, some of the legal costs may be paid by the respondents if the case is successful, however the fees we will charge are calculated on a basis that is higher than what a respondents would be required to pay. We charge a higher rate due to the complexities and practical difficulties involved in running the IVS/TFS class action.
- 6.4 The figures included in this section of the Agreement are estimates only, and reflect our current assessment and understanding of the position of the case and the steps which are likely to be taken in relation to it in the future. If the scope of the work required to be performed in the case

changes, or if there is otherwise a significant change to our estimates or anything that has been disclosed to you, we will update you and where necessary provide you with a revised estimate.

6.5 The figures included in this section are provided as an estimate because it is difficult at this stage to reliably predict all of the steps that will be involved in the claim, or how long each will take. The amount of total legal costs and the calculation of the uplift fee will be affected by significant factors such as:

- a. how long the matter takes to be concluded (including the length of the trial of the case);
- b. the amount of evidence involved in the case;
- c. the approach and tactics used by the respondents to the claim;
- d. unexpected problems, the cooperation or availability of other people or parties, and/or other factors beyond our control.

6.6 We will do all that we can to achieve a successful outcome in the IVS/TFS class action at the earliest appropriate time. If we resolve the claim at a very early stage, you can expect that the total legal costs incurred will be less than the estimates provided in this Agreement.

7. Finalisation of matter

What happens if the claim is successful?

7.1 If the class action is successful, we will seek the court's approval of a settlement and/or a method of distributing compensation to group members, and will also seek orders approving the payment of our legal costs.

7.2 The group costs/common benefit costs in the IVS/TFS class action will be paid to AJB Stevens Lawyers to the extent they are approved by the court and in the manner ordered by the court. Typically, these amounts are deducted and paid from any settlement funds prior to the distribution of the balance of the funds to group members.

7.3 Subject to the approval of the court, your individual costs will be deducted from your own distribution of any judgment or settlement funds, after the group costs have been deducted, and before the balance of your compensation is paid to you. The way these funds will be dealt with is explained in section 8 below.

What happens if the class action or my claim is unsuccessful?

7.4 If the case is unsuccessful for all group members, or if your personal claim is unsuccessful, and you are not entitled to receive any compensation, then you will not be required to pay any legal costs to us.

- 7.5 In addition, if the case is unsuccessful for all group members, you as a group member will also not be liable to pay the legal costs of any respondent to the class action.
- 7.6 However, it is possible that the class action may be successful but your individual claim is not successful, if for example the court is not satisfied that the damage you sustained is related to the implant. In this case, you will be ordered to pay the costs of the respondents that is specifically related to your case only.

8. How funds received from a respondent will be dealt with

- 8.1 If the IVS/TFS class action is successful, the court will order one or more of the respondents to pay some or all of the costs incurred by the lead applicants.
- 8.2 The amount of legal costs recovered from the respondents pursuant to any such costs orders will be less than the amount incurred by AJB Stevens Lawyers.
- 8.3 In these circumstances, the court has power to order that the shortfall of the costs be paid from any damages awarded to you as a group member to reimburse the lead applicants for legal costs incurred by them but not recovered from the respondents. The court can also order group members to pay this shortfall from any settlement monies they receive from the class action.
- 8.4 If there is a successful outcome in the IVS/TFS class action, we will seek that the group costs be paid in accordance with the orders and in the amount approved by the court, and we will issue a bill of costs to you in respect of your individual costs which will be paid in accordance with this section of the Agreement.
- 8.5 You irrevocably authorise us to receive money on your behalf that is paid to you or for your benefit in connection with the IVS/TFS class action. When we receive money on your behalf, we will immediately pay this money into a trust account that is maintained for this purpose, and then distribute that money as required by any court order or otherwise as follows:
- a. First, to pay AJB Stevens Lawyers the legal costs that are payable to us pursuant to this Agreement;
 - b. Second, to pay the balance of the funds to you in accordance with any procedures or mechanisms that are ordered or put in place by the court concerning the distribution of funds in the class action.
- 8.6 In certain circumstances, if you receive compensation you may be obliged to repay benefits that you have received from other parties, such as Medicare Australia or private health insurers,

as a result of statutory requirements or your private contracts with those parties. You agree that any such repayments will be made out of any distribution made to you in accordance with paragraph 8.5 above, and that where required we will arrange for such repayments to be made to those providers, with the balance of your distribution paid to you, unless we agree otherwise or an order is made by the court to the contrary.

8.7 If a payment of damages or compensation is made to you directly by any other party in connection with the IVS/TFS class action, you agree to provide that payment to AJB Stevens Lawyers to be dealt with in accordance with paragraph 8.5 above.

9. Conflicts of interest and disputes

9.1 If we notify you that any circumstances have arisen in which we believe we may be in a position of conflict concerning any obligations we owe to you, in order to resolve that conflict we may seek advice from a barrister.

9.2 In the event that you and AJB Stevens Lawyers disagree about any matter arising under this Agreement, or about any decision involved in the course of conducting the IVS/TFS class action, both you and we agree that the disagreement or dispute will be referred to the most senior member of counsel briefed to act for you in the litigation (or, at your discretion, another independent senior counsel who is a member of the NSW Bar), who will be asked to make a determination about that disagreement or dispute.

9.3 Both you and we agree to accept and abide by the determination that is made by the barrister, and that depending on the subject-matter of the dispute the costs of this process may form part of your individual costs or the group costs in the class action.

Acknowledgement and Acceptance

I, acknowledge that:

- a. I have been provided with the Conditional Costs Agreement and Costs Disclosure statement;
- b. I have read, fully understood and approved the contents of these documents (including this page);
- c. I understand and acknowledge that these documents make up the complete costs agreement between me and AJB Stevens Lawyers;
- d. I have been informed that I have the right to obtain my own independent legal advice about these documents before entering into a costs agreement with AJB Stevens Lawyers;

By executing this Agreement I acknowledge that I am retaining AJB Stevens Lawyers to act on my behalf according to the terms of the Conditional Costs Agreement, and that I am a client of AJB Stevens Lawyers for the purposes of that Agreement and the Uniform Law.

General Terms of Business

1 *Billing Arrangements*

A tax invoice for our professional fees and internal expenses including 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 significant 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, 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 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 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; or
- (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 and including your pro-rata share of the group costs).

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.