

Client Engagement Agreement - Complimentary Consultation

1. Introduction

- 1.1 Thank you for purchasing the Lawpath Advice Plan (**LAP**) from Lawpath Operations Pty Ltd (ACN 163 055 954) (**Lawpath Operations**). The LAP provides you with access to the legal platform operated by Lawpath Operations (the **Platform**) found at www.lawpath.com (the **Domain**).
- 1.2 With a licence to use the Platform, you are granted a dedicated account manager, exclusive partner offers, discounted quotes for bespoke legal work and much more, including Complimentary on-demand consultations with an advisor for up to 30-minutes (the **Complimentary Consultations**).
- 1.3 These terms and conditions apply to the Complimentary Consultations (the **Terms**), and are to be read in conjunction with the terms and conditions found at lawpath.com.au/terms-and-conditions and the corresponding professional laws, including *Legal Profession Uniform Law*, the *APES 110 Code of Ethics for Professional Accountants (including Independence Standards)*, the *Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015 (NSW)*, and corresponding legal professional laws and rules in other states and territories (the **Uniform Law**).
- 1.4 The Terms contain important information about the scope of services, agreed service levels, and any exclusions to that scope set out in clause 10. Please review the Terms and contact us if you have any questions.

2. Engagement of an advisor

- 2.1 On each occasion to make a booking for a Complimentary Consultation, you are engaging:
- (a) an advisor to hold a consultation with you for up to 30-minutes;
 - (b) one of our partner firms (a **Partner Firm**), including but not limited to Lawpath Legal Pty Ltd (ACN 167 804 088) (**Lawpath Legal**);
 - (c) the engagement commences from the beginning of each Complimentary Consultation, and immediately ceases at the end of each Complimentary Consultation; and
 - (d) the engagement of an advisor immediately ceases at the end of each Complimentary Consultation.

3. Acceptance of offer

- 3.1 You accept the Terms each time you make a booking for a Complimentary Consultation, and you will be deemed to have read, understood and agreed to be bound by the Terms, and you will have entered into an agreement with Lawpath Operations, Lawpath Legal and a Partner Firm (as the case may be), collectively referred to as the **Parties**.

4. Termination of Agreement

- 4.1 Notwithstanding your booking of a Complimentary

Consultation, a Partner Law Firm may terminate the Terms and your Complimentary Consultation:

- (a) if you have failed to provide adequate information, documents or instructions prior to the Complimentary Consultation;
- (b) if you give instructions that are deliberately false or intentionally misleading;
- (c) if you fail to accept advice given to you;
- (d) if you are disrespectful or discourteous to the advisor whom you have engaged;
- (e) if there is an actual or perceived conflict of interest;
- (f) if the advice you seek to obtain is outside the scope of the Terms set out in clause 10;
- (g) if you are seeking advice on a specific issue which is not general in nature, or seek the advisor to dictate or draft a document for you; or
- (h) for any reason outside our control which has the effect of compromising the ability to provide you with advice; or, for any other just cause.

- 4.2 For the avoidance of doubt, the Terms may be terminated at any time in accordance with this clause, and will terminate on completion of each Term.

5. Communication of advice

- 5.1 You acknowledge and agree that during the Complimentary Consultation the advisor may:
- (a) be unable to provide you with the full advice on all relevant issues for you to make an informed decision about what action to be taken; or
 - (b) make, on reasonable grounds, an assumption that you already have certain knowledge or understanding of different alternatives which may be available to you, and if at any time you do not believe the advisor has provided you with all of the alternatives which may be available to you;

then in these instances, it is your obligation to arrange a further Complimentary Consultation.

6. Confidentiality

- 6.1 An advisor must not disclose any information which is confidential to you and acquired by the advisor during the Complimentary Consultation, except to:
- (a) Lawpath Operations and Lawpath Legal and you expressly authorise a Partner Firm to disclose such information for the sole purpose of improving the service offerings provided by Lawpath Operations, Lawpath Legal and/or a Partner Firm;
 - (b) comply with, or adhere to, the advisor's obligations

pursuant to the Uniform Law.

7. Retention of Documents

7.1 Lawpath Operations, Lawpath Legal and a Partner Firm do not have an obligation to retain any documents which touch or concern the Complimentary Consultation. You agree that any documents you have provided may immediately be destroyed at the end of the Complimentary Consultation, and any electronic communications to you may also be deleted at the end of the Complimentary Consultation.

8. Sharing of Premises

8.1 Lawpath Operations, Lawpath Legal and a Partner Firm may share an office from time to time. By participating in the Lawpath Advice Plan, you acknowledge and agree that Lawpath Operations does not provide any legal services, and Lawpath Legal and a Partner Law Firm does not provide any of the services offered by Lawpath Operations via the Platform or the Domain, despite Lawpath Legal or a Partner Firm using the Domain to communicate with you via email.

9. Jurisdiction

9.1 Unless otherwise required by legislation, the Terms are governed by and are to be construed in accordance with the laws of NSW. Unless otherwise required by legislation, each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction and waives any right to object to proceedings being brought in that court.

10. Scope of Complimentary Consultations

10.1 The Complimentary Consultations are provided to you as a Complimentary service and Lawpath Operations, Lawpath Legal and/or a Partner Firm may refuse to provide you with a Complimentary Consultation at its sole and absolute discretion without reasons.

10.2 A Complimentary Consultation is up to one half (1/2) hour each and is subject to a Fair Use Policy whereby you must not use the service in a way that a reasonable person would consider to be unreasonable or excessive. Under this policy, excessive or unreasonable usage may result in monitoring, limiting, or suspending your access at Lawpath's discretion. Lawpath also reserves the right to define 'excessive' or 'unreasonable' usage based on factors such as the frequency, duration, and nature of consultations.

10.3 A Complimentary Consultation must be via telephone or video on the Lawpath platform only and during normal business hours. WE MAY record these calls and generate an AI transcription to draw insights that assist us in providing you with the services and in optimising our services.

10.4 A Complimentary Consultation is to be used only to discuss the matter which the Lawpath Member has raised in its booking for the Complimentary Consultation.

10.5 During the Complimentary Consultation, you may seek a document review from a lawyer. The document review:

- (a) is for 1 document and the pages within the document and the review is at the absolute discretion of Lawpath Legal and/or a Partner Law Firm;
- (b) will be conducted on-call. It will not be reviewed prior to the consultation by Lawpath Legal and/or a Partner Law Firm.

10.6 Notwithstanding the document review, you acknowledge and agree that the Complimentary Consultation is not to be used as a replacement to seeking full legal advice with respect to the document you have requested to review, and further, you acknowledge and agree that:

- (a) the lawyer is unable to understand the background facts with respect to the document which is being reviewed;
- (b) the lawyer has not had an opportunity to seek or clarify complete instructions with respect to the document which is being reviewed;
- (c) the lawyer has not read the completed document in its entirety, and where the lawyer does review the document, that review is cursory only, without having a complete review of the document, its definitions, its interpretations or any research on the most recent legislation, regulations, or case law; and
- (d) where a lawyer does dictate anything to you, such dictation should be used as an example or guide only, and is not to be relied upon.

10.7 Notwithstanding clause 10.5 or 10.6, you will have an opportunity to engage Lawpath Legal or a Partner Law Firm to provide you with complete legal advice and services with respect to the document at the end of the Complimentary Consultation, and you may request a lawyer to assist you further by opening a legal brief on the Platform, for a fee.

10.8 The following items and matters are specifically excluded from the LAP, and are not to be considered or treated as plan benefits:

- (a) a review of your topic, materials, instructions, directions or documents provided to a lawyer prior to, or after, the Complimentary Consultation
- (b) any form of written advice or written material including but not limited to emails and legal documents;
- (c) any consultations which related to excluded topics which includes, but is not limited to personal, family, criminal, pre-litigation and litigation disputes, franchise, not-for-profit, strata, residential property, international law, patent, tax or migration matters;
- (d) any matters not involving the Lawpath Member or for the primary purpose of passing advice to a third party, including, but not limited to, a family member or client;
- (e) any action that directly or indirectly involves or relates to Lawpath Operations, Lawpath Legal, a Partner Firm or any of its affiliates, directors, agents, or employees;
- (f) for employer-sponsored Lawpath Advice Plans, any action by a Plan Member of such program that directly or indirectly involves his or her employer sponsor;
- (g) any adversarial action by a Lawpath Member that directly or indirectly involves any other Member in any plan group;

- (h) any action based on acts or occurrences that are alleged to have occurred or conditions that were reasonably anticipated or foreseeable before the Member's enrollment that did or may give rise to a lawsuit by or against such Member; provided, however, that a Partner Firm may, in its sole discretion and at its own risk, disregard this exclusion;
- (i) any action that resulted in the prior recruitment or retention by the Lawpath Member of another advisor; provided, however, that the firm may, in its sole discretion and at its sole risk, disregard this exclusion;
- (j) any matter involving the laws of jurisdictions outside of Australia;
- (k) any appeal to a court; provided, however, that a lawyer may, in its sole discretion and at its sole risk, disregard this exclusion;
- (l) any matter that, in a lawyer's opinion, is frivolous in nature or objective; or
- (m) any matter or requested service that is determined by a lawyer to lack sufficient merit to warrant pursuit, or that a lawyer decides has been raised an inordinate or unreasonable number of times without a change in circumstances.

11. Post Engagement

- 11.1 You may engage an advisor after the Complimentary Consultation via the Platform and in which case, that advisor will provide you with a separate quotation for each matter which will be subject to and conditional upon the terms and conditions found on the website hosted on the Domain.

12. The Terms are subject to change

- 12.1 You may engage an advisor after the Complimentary Consultation via the Platform and in which case, that advisor will provide you with a separate quotation for each matter which will be subject to and conditional upon the terms and conditions found on the website hosted on the Domain.