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Dear Client,

Thank you for requesting Sprintlaw to provide you with legal services.

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### Scope of Work

The scope of work we will provide to you is the work described in the Proposal, together with any Additional Work Proposal.

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### Professional Fees

The professional fees that we will charge are the fixed fees set out in the Proposal, together with fees for any Additional Work Proposal.

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### Additional Work

If you request or require additional legal services beyond the scope of work set out in the Proposal, we may provide you with a fixed-fee quote for providing those additional services which, if accepted by you, will be incorporated into and form part of this Agreement (**Additional Work Proposal**).

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### Disbursements and Expenses

You will be responsible for paying expenses and disbursements which we incur in carrying out your instructions. However, we do not charge you for incidental administrative costs and we will, where possible, always inform you of any expenses and disbursements before incurring them.

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### Terms and Conditions

Sprintlaw (also referred to in this agreement as **us, we or our**), refers to Sprintlaw Ltd. (UK), a company registered in the United Kingdom under company no. 12872061. This letter, together with the quote we have provided you (**Proposal**) and the attached business terms (**Business Terms**) (collectively, the **Agreement**), set out the terms of Sprintlaw's offer to provide legal services to you, the client named in the Proposal (**you, the Client**). The methods by which you may accept the Agreement are set out in clause 1 of the Business Terms.

Please note that Sprintlaw provides legal advice as legal consultancy, rather than as an SRA-regulated firm of solicitors. A 'legal consultancy' is a new, innovative model of legal practice which has been available in the UK since 25 November 2019 stemming from changes introduced under the SRA Standards and Regulations 2019. The reforms mean that consultancies like ours are permitted to provide all kinds of legal services to businesses without being formally regulated by the SRA, except for in certain limited 'reserved areas' which require registration with the SRA. These 'reserved areas' are appearing in court, conducting litigation, acting as a notary, administering oaths, and preparing documents for probate or conveyancing. As such, Sprintlaw does not practice in these areas.

Being a consultancy allows us to reduce compliance costs and provide a more affordable, cost-effective service to our clients, without compromising on quality. As part of our legal consultancy model, Sprintlaw UK employs a mix of UK-qualified and Australian lawyers who provide legal services to our clients in the UK.

It is important to note that there are a few restrictions of the legal consultancy model, both in terms of the scope of advice we can provide and certain regulatory protections for clients, which would be available to clients of SRA-regulated firms. In our view, the benefits of engaging a legal consultancy outweigh these limitations for SMEs, startups and growth companies which is why we've elected to operate this way in the UK. If you have any questions about any of these our team would be more than happy to discuss or you can read more about our model in our [FAQs](#) or in clause 17(e) of these terms.

SPRINTLAW LTD (UK)

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## SPRINTLAW BUSINESS TERMS

### 1. THIS AGREEMENT

- (a) These Business Terms will apply to all the Client's dealings with Sprintlaw, including being incorporated into the quote to which these terms are attached, together with any agreements or orders under which Sprintlaw is to provide services to the Client (each a **Proposal**) together with any additional terms included in writing in such Proposal.
- (b) The Client will be taken to have accepted this Agreement if the Client accepts a Proposal (including by electronic signature), or if the Client orders, accepts or pays for any services provided by Sprintlaw after receiving or becoming aware of this Agreement or these Business Terms.
- (c) In the event of any inconsistency between these Business Terms and any Proposal, the clauses of the Proposal will prevail to the extent of such inconsistency.

### 2. SERVICES

- (a) In consideration for the payment of the Fees set out in the Proposal, Sprintlaw will provide the Client with the Services set out in the Proposal.
- (b) Unless otherwise agreed, Sprintlaw may, in its discretion not work on, or withhold delivery of any, Services until the Client has paid any Fees or deposit payable in respect of such Services.

### 3. ADDITIONAL WORK

If you request or require additional legal services beyond the scope of work set out in the Proposal, we may provide you with a fixed-fee quote for providing those additional services which, if accepted by you, will be incorporated into and form part of this Agreement (**Additional Work Proposal**).

### 4. ALLOCATED LEGAL TEAM

In our Proposal or our quote for Additional Work Proposal, or otherwise during the course of your engagement, we may specify an allocated lawyer who will be your key point of contact for your legal project or matter. We may change this point of contact at our discretion or involve other team members to assist, including for resourcing reasons or where your allocated lawyer ceases to be employed or engaged by us.

### 5. OUR OBLIGATIONS

Sprintlaw will ensure all Services are provided:

- (a) in a professional, sound and commercially reasonable manner;
- (b) in compliance with all laws that apply to us; and
- (c) with due care and skill.

### 6. YOUR OBLIGATIONS

You agree:

- (a) to provide Sprintlaw with all documentation, information and assistance reasonably required for Sprintlaw to perform the Services; and
- (b) to comply with all applicable laws and this Agreement.

### 7. COMPLETION

The scope of work (**Scope**) for a line item in a Proposal or Additional Work Proposal will be complete when we have delivered the document, advice or other deliverable described in the line item. Phone consultations, complimentary amendments and 'optional' items referred

to in a Proposal or Additional Work Proposal do not form part of the Scope.

### 8. AMENDMENTS

The Proposal or Additional Work Proposal may specify the number of days within which complimentary amendments may be made (**Specified Days**). Complimentary amendments referred to in the Scope may be requested at your option, but must be requested by you within the Specified Days of the completed document, advice or other deliverable being provided. Complimentary amendments only include amendments to the documents we have provided and do not include any direct negotiations or correspondence with other parties.

### 9. PHONE CONSULTATIONS

If phone consultations are included in a Proposal or Additional Work Proposal, the lawyer who is your point of contact will provide you with a link to our call booking system. If you would like to speak to your lawyer, you must use the call booking system to book in a time. Our lawyers may not accept phone calls that are not booked through our call booking system.

Phone consultations included in a Scope cannot be requested after a period of time that is more than the Specified Days from when the completed document, advice or other deliverable has been provided.

### 10. PAYMENT

- (a) (**Fees**) You must pay Sprintlaw fees in accordance with Proposal, or as otherwise agreed in writing. For any other fees payable to Sprintlaw under or in connection with this Agreement, Sprintlaw will issue an invoice to the Client which must be paid within 14 days of issue.
- (b) (**VAT**) Where VAT is payable on our fees, it will be clearly shown on our invoices. By accepting these terms you agree to pay us an amount equivalent to the VAT imposed on these charges where applicable.

### 11. PAYMENT PROVIDER

Unless we inform you otherwise, if you elect to pay by credit card, then a third-party payment provider (the **Payment Provider**) will be used to collect your credit card details and charge your credit card. The processing of payments by the Payment Provider will be, in addition to this Agreement, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider.

We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

### 12. DATA PROTECTION

Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (**GDPR**) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms "controller", "processor", "process" and "personal data" shall have the meanings given to those terms in such Data Protection Legislation.

During and after the delivery of services as envisioned in this Agreement, you agree that we will be processing personal data for our own purposes and as such will be

a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:

- (a) we provide legal services in fulfilment of this Agreement;
- (b) we and/or our independent contractors and third party suppliers may use the contact details you and your representatives have provided to us to send marketing materials, legal updates or other publications;
- (c) we may process personal data concerning our clients and contacts in other ways for our own business purposes;
- (d) we may process and transfer personal data as necessary to effect a re-organisation of our business; and
- (e) we may share personal data with other legal or professional advisers used by us to provide you with legal services.

During and after the delivery of services, there may be limited occasions where we may process on your behalf as a processor any personal data you have provided to us. We will advise you in writing where we believe we act as a processor and any such processing shall be in accordance with, and subject to, your instructions.

Before performing the processing, we shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. We will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by you to us against unauthorised or unlawful processing, accidental loss, destruction or damage, including when we subcontract any processing (for example, in the case of external storage of data).

Your instructions are taken to include the use by us, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.

By accepting this Agreement you give positive consent for us to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing us with personal data. It is also a term of this Agreement that any personal data supplied by us to you about employees/independent contractors of Sprintlaw and/or any third parties may only be used for the express purposes for which that information is provided to you.

Each party shall comply with the terms of the Data Protection Legislation.

### 13. MEMBERSHIP TERMS

The following terms apply to our Sprintlaw Membership service:

- (a) **General retainer:** The Sprintlaw Membership is a general retainer and does not involve any individual projects. If you require any additional projects beyond the scope of the retainer, we will provide you with an Additional Work Proposal for those projects.
- (b) **Phone calls:** Your lawyer will provide you with an online link to our call booking system. To claim phone calls under your membership, you must book in a time using this link whenever you want to

chat to your lawyer. Calls are intended to answer basic legal questions and do **not** include reviewing documents, emails or providing legal advice that requires time beyond the time of our lawyers on the phone. Calls are intended to be used for simple, ad hoc questions. Calls are limited to a maximum of 30 minutes.

- (c) **Free updates:** Free updates include minor changes to any legal documents that were prepared for you by Sprintlaw. These updates are subject to our 'fair usage' policy, and a Sprintlaw lawyer should be able to collect your instructions and complete the updates in less than 30 minutes. These updates do not include any negotiations with another party. If you request changes to a document that are not included as a free update, then we will provide you with a discounted fixed-fee quote for these changes.
- (d) **Fair usage:** Our membership is subject to a 'fair usage' policy, under which you must not use the service in a way that a reasonable person would consider to be unreasonable. This includes (without limitation) requesting multiple phone calls on a single topic or quick questions as an attempt to avoid purchasing legal packages and requesting our lawyers to provide legal advice or answers to complex questions without an opportunity to fully consider issues. We reserve the right to determine whether the fair usage policy has been breached and cancel your membership, provided we issue a full refund of the fees for the current payment period.
- (e) **Multiple entities:** The membership is only valid for one business, for a single entity. The membership cannot be applied to other entities or businesses. We may, in our absolute discretion, extend certain membership benefits to related entities provided the work is (in our opinion) occasional and minor and is limited strictly to work in relation to the same business that is a Sprintlaw Member, but we reserve the right to require at any time that you purchase another membership subscription for any related entity.
- (f) **Areas of law:** As part of your consultations, we can provide you with advice on any of the areas of law that we service and in our reasonable opinion, we are qualified to advise on. This includes technology, intellectual property, contract drafting, privacy, corporate and commercial law. There are certain areas we can't advise on, including disputes, debt collection, or personal legal matters (such as wills, estates, personal injury or conveyancing), regulatory advice or employee issues. If we can't advise on your situation, we can help refer you to another provider who can.
- (g) **Discounts:** Your service includes 10% discounts on our standard fixed fee service. The 'discount' means you'll pay 10% less than the price we would otherwise charge a customer who wasn't a member for the same job, if they requested it on the same date that you do (as a member). You can view our current standard pricing at [sprintlaw.com.au/catalog/](https://sprintlaw.com.au/catalog/), although note that many prices listed there are starting prices; and the exact price for many types of legal work depends on the complexity of the request. Please also note that our standard pricing may change throughout the year at our discretion. We also sometimes give introductory or other special pricing to non-members for various reasons, including as part of promotions and first-time client discounts, and your 10% member discounts will not be calculated with reference to these special prices.

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- (h) **Conflicts:** We reserve the right to refuse to provide legal advice to you (including any fixed fee legal advice or phone consultations) which if provided would, in our reasonable opinion, create or cause an actual or potential conflict of interest. If these circumstances arise, we will use reasonable endeavours to introduce you to an alternative legal provider who may be able to assist.
- (i) **Active Billing Method:** In order to maintain access to the Sprintlaw Membership, you must maintain an active credit card or other billing method in the billing section of the portal. This includes where we have provided a discount offer to you, which enables you to access the Membership at a discounted rate. If you wish to remove your billing method, your Membership will be cancelled and you will no longer have access to the benefits of the Sprintlaw Membership.
- (j) **FAQs:** Our FAQs, accessible at <https://sprintlaw.co.uk/membership/>, set out further details of inclusions and exclusions of our membership service. These FAQs are incorporated into these terms and will prevail over these terms to the extent of any inconsistency.
- (k) **Payments:** Your membership is a subscription service, which will auto-renew at the end of each term unless you cancel. To the maximum extent permitted by law, the following payment terms apply (except as otherwise agreed):
- (i) If you choose the **monthly** option (where available), you will be charged monthly in advance via either a recurring credit card charge or a recurring direct debit. If you cancel (which you must do by written notice to [members@sprintlaw.com.au](mailto:members@sprintlaw.com.au)) mid-month, you'll be charged for the rest of that month but we will stop charging you thereafter.
  - (ii) If you choose the **annual** option, you will be charged annually in advance. We will auto-renew your subscription each year on or about the anniversary of your subscription date, unless you notify us 7 days prior to the anniversary of the renewal that you do not wish to renew.
- (l) **Promotions:** From time to time, we may run promotions under which we offer discounted or introductory pricing, or 'free memberships' together with the purchase of certain other packages or services. Unless expressly stated otherwise, these promotions only apply to the first billing period of your membership and upon renewal, the then-current membership price will apply and be charged to your credit card, bank account or invoiced.
- (m) **Price Increases:** We reserve the right to increase prices on plans or base pricing for fixed fee legal work at any time by email notice to you. We will honour old pricing for the period which you have paid up at the time of the increase (so until the end of the month for monthly, and until the end of subscription year for annual). If we increase prices, you are welcome to cancel your plan with immediate effect. If you do not cancel within 30 days after being notified, you'll be taken to have accepted the price increase and our normal cancellation terms apply. This applies to both annual and monthly plans.
- (n) **Refunds:** Our fees for the Sprintlaw Membership are non-refundable, to the maximum extent permitted by law.

## 14. PRIVACY

We will handle your Personal Information and the Personal Information of your Customers in accordance with our Privacy Policy (set out [here](#)) and all applicable laws. You hereby agree to our Privacy Policy.

## 15. CONFIDENTIALITY

- (a) Except as contemplated by this Agreement, each party must not, and must not permit any of its officers, employees, agents, contractors or related companies to, use or disclose to any person any Confidential Information disclosed to it by the other party without its prior written consent.
- (b) Without limiting subclause (a) and (c) of this clause, Sprintlaw use its best endeavours to keep your Confidential Information confidential and secure, and will establish and maintain safeguards to protect unauthorised use and disclosure of your Confidential Information.
- (c) This clause 15 does not apply to information:
  - (i) required to be disclosed by any law;
  - (ii) information disclosed by Sprintlaw to its subcontractors, employees or agents for the purposes of performing the Services or its obligations under this Agreement; or
  - (iii) any disclosure outside the reasonable control of either party or which could not have been reasonably prevented by a party, including due to a malicious data breach, virus, malware, computer trojan or similar.
- (d) For the purposes of this Agreement, "**Confidential Information**" means information of or provided by a party to the other party under or in connection with this Agreement that is by its nature confidential information, is designated by the party as confidential, or the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.

## 16. INTELLECTUAL PROPERTY

- (a) **(Client Content)** The Client grants to Sprintlaw (and its subcontractors, employees and agents) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Client Content to the extent reasonably required to perform any part of the Services.
- (b) **(Client Warranties)** The Client:
  - (i) warrants that Sprintlaw's use of Client Content as contemplated by this Agreement will not infringe any third-party Intellectual Property Rights; and
  - (ii) will indemnify Sprintlaw from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement or a claim of such an infringement.
- (c) **(Developed IP)** All Developed IP (including any legal documentation we prepare for you) will be solely and exclusively owned by Sprintlaw.
- (d) **(Sprintlaw Licence)** Sprintlaw grants to the Client a non-exclusive, royalty free, non-transferable and revocable licence to use Sprintlaw IP and any Developed IP to the extent required for the Client to use, enjoy the benefit of or exploit the Services and/or the Deliverables.
- (e) **(Sprintlaw IP)** Unless otherwise agreed in writing by Sprintlaw or in this clause 16(e), the Client will not acquire Intellectual Property Rights in any Sprintlaw IP under this Agreement or as part of receiving the Services.

(f) **(Definitions)** For the purposes of this clause 16:

- (i) **"Client Content"** means any Material supplied by the Client to Sprintlaw under or in connection with this Agreement, including any Intellectual Property Rights attaching to that Material.
- (ii) **"Developed IP"** means the Deliverables and any other Material produced by Sprintlaw in the course of providing the Services, either alone or in conjunction with the Client or others, and any Intellectual Property Rights attaching to that Material or the Deliverables.
- (iii) **"Intellectual Property Rights"** means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, Confidential Information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the start date set out in a Proposal, whether registered or unregistered.
- (iv) **"Sprintlaw IP"** means all Material owned or licensed by Sprintlaw that is not Developed IP and any Intellectual Property Rights attaching to that Material.
- (v) **"Material"** means tangible and intangible information, documents, reports, drawings, designs, software (including source and object code), inventions, concepts, data and other materials in any media whatsoever.

## 17. WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement or a Proposal are excluded.

## 18. DISCLAIMERS & DISCLOSURES

You acknowledge and agree to the following:

- (a) **(Recommendation)** We may, in the course of corresponding with you, provide you with contact details of third party service providers. Notwithstanding such correspondence, we do not recommend such third-party service provider and make no warranty or representation about the quality of such third-party service provider. We expressly disclaim all responsibility and liability for any loss, damage, cost or expense that you or any third party suffer in connection with the use of such third party service provider.
- (b) **(Electronic transmission)** Sprintlaw send and receive advice, information and documents electronically, including via email. You acknowledge that electronic transmissions may be intercepted by malicious third parties or otherwise, and may be copied, recorded, read or interfered with by third parties while in transit. By working with us, you agree to receive advice, information and documents electronically and release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that advice, information or document, for any delay or non-delivery of any document and for any damage caused to your system or any files.
- (c) **(Your documents)** except as expressly agreed, we will not take any steps to verify the accuracy of any information, materials or documents you provide to us;

(d) **(Changes to law)** we are not required to inform you of changes to the law relevant to work we have provided you with after such work has been provided;

(e) **(Regulatory status)** Sprintlaw's Australian counterpart (Sprintlaw Pty Ltd ACN 616847093, **Sprintlaw AU**) is a regulated law firm and is an incorporated legal practice with number 32845 regulated by the Law Society of New South Wales. We may refer any Australian legal work you require to Sprintlaw AU and it will be provided under a separate engagement letter.

In the UK, Sprintlaw operates as a legal consultancy and is not a traditionally regulated law firm under the Solicitors Regulation Authority. This means:

- (i) Sprintlaw is not regulated by the Solicitors Regulation Authority;
- (ii) Sprintlaw does not offer legal services in certain '[reserved areas](#)', which would require Sprintlaw to be an SRA-regulated firm. These reserved areas include appearing in court, conducting litigation, lodging certain property documents, conducting probate, administering oaths and notarial activities;
- (iii) Advice we provide may not be protected by legal professional privilege, as that concept applies to regulated solicitors (but we will still be required to keep advice we provide you confidential in accordance with the provisions of clause 15 of this agreement);
- (iv) Sprintlaw is not required to have professional indemnity insurance that meets the SRA's minimum terms and conditions (MTCs) set out [here](#). Regardless, Sprintlaw has chosen to maintain professional indemnity cover of £2,000,000 per claim; and
- (v) Sprintlaw clients will not be eligible to make a claim under the SRA Compensation Fund, which is available to clients of regulated firms where their money has been stolen, misappropriated, or otherwise not properly accounted for; or in certain other limited circumstances. You can read more about the Fund [here](#);
- (f) **(Commercial Advice)** Sprintlaw do not provide advice on commercial or non-legal aspects of a transaction or matter. Whilst we may discuss commercial or non-legal matters with you from time to time, for example in the context of seeking to better understand your business, any comments made by us in relation to such matters should not be taken as expert advice to be relied on; and
- (g) **(Other Excluded Advice)** without limiting (f), we do not provide advice on tax, accounting, insurance, finance or criminal law and any areas of law that require registration with the Solicitors Regulation Authority;
- (h) **(Assumptions)** advice or conclusions we provide as part of our legal services may be subject to facts or assumptions. You agree to check such facts and assumptions are correct;
- (i) **(Statute)** any obligation imposed on you by statute, contract; law or in equity to perform an act or deliver a notice by a particular date remains your obligation and we will not be liable for any failure for such an obligation to be performed. Unless otherwise agreed, we will not be responsible for notifying you of the imminent expiry of your ability to perform such an obligation or any limitation or time period;

- (j) **(Post-delivery edits)** We are not responsible to you or any third party for any loss incurred in connection with changes made to a document or advice that we provide to you, unless we have specifically approved those changes;
- (k) **(Timing)** while we will use reasonable endeavours to perform your legal services as promptly as possible, we cannot guarantee delivery by any particular timeframe and any time estimate provided by us in correspondence should not be relied upon or treated as a definitive deadline;
- (l) **(Limitation of advice)** Documents or advice that we provide to you in connection with a matter or transaction are specifically provided and/or prepared for your use in relation to that matter or transaction and must not be relied upon or used by you in relation to any other matter or transaction, or relied upon or used by any other person or entity; and
- (m) **(Agents)** Any person you directly or indirectly allow to give instructions to us is your agent who is authorised to give instructions on your behalf. You waive any conflict of interest that may arise by us acting in accordance with the instructions of your agent.

## 19. LIABILITY

- (a) **(Limitation of liability)** To the maximum extent permitted by applicable law, the maximum aggregate liability of Sprintlaw to the Client in respect of loss or damage sustained by the Client under or in connection with this agreement is limited to the total Fees paid to Sprintlaw by the Client in the 3 months preceding the first event giving rise to the relevant liability. This clause does not propose to limit any liability which cannot be lawfully limited under applicable law, and will only limit liability which can be lawfully limited.
- (b) **(Indemnity)** The Client agrees at all times to indemnify and hold harmless Sprintlaw and its officers, employees and agents ("**those indemnified**") from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Client or the Client's officers', employees' or agents':
  - (i) breach of any term of this agreement; or
  - (ii) negligent, fraudulent or criminal act or omission.
- (c) **(Consequential loss)** Sprintlaw will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Sprintlaw, except to the extent this liability cannot be excluded under any other applicable law.

## 20. SUBCONTRACTING

Sprintlaw may subcontract any aspect of providing the Services and the Client hereby consents to such subcontracting. This includes using third party legal consultants, lawyers and contractors to supply the Services. Our use of such providers will not diminish or reduce our obligations to you under this agreement.

## 21. CLOUD STORAGE

We use cloud storage to securely store emails, documents, information and other materials that we send to and receive from you. The cloud storage servers may be located outside the United Kingdom.

## 22. RETENTION

On completion of your work, or following termination (by either party) of our services, we will use our best endeavours to retain your documents for at least 6 months in case you lose access to them.

## 23. REFERRALS

We may:

- (a) receive commissions for referring potential clients to referral partners; and
- (b) provide commissions to referral partners in consideration for referred potential clients.

We will request your permission before referring you to a referral partner and disclose our referral relationship.

You may refuse any referral request made by us.

We confirm that:

- (c) our referral partnerships do not create any bias on, or otherwise influence or constrain, our legal advice; and
- (d) the value of any commissions we receive are fair and reasonable having regard to industry standards.

If you have engaged us through a third-party service, we disclose that a commission or referral fee will be taken by the third-party service provider in consideration for your referral.

## 24. TERMINATION

- (a) **(Termination by you)** You may terminate this agreement at any time for convenience at any time by providing written notice to us. However, you will not be entitled to a refund for any Services you have paid for, irrespective of whether the Service has been delivered. This is to cover us for the opportunity cost of our lawyers time which we allocate to you once you accept a Proposal.
- (b) **(Termination by us)** We may terminate this agreement at any time for convenience. We will issue you a full refund for any Services we have not delivered.
- (c) **(Breach)** Either party (**Non-Defaulting Party**) may terminate this Agreement immediately by written notice to the other party (**Defaulting Party**) if the Defaulting Party is in breach of this Agreement and either:
  - (i) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or
  - (ii) that breach is not capable of remedy.

## 25. EFFECT OF TERMINATION

Upon termination of this Agreement:

- (a) each party must return all property and documentation of other parties to those respective parties;
- (b) Sprintlaw will transfer access to the Client's accounts to the Client, provided that any costs incurred by Sprintlaw (including labour) in transferring such access will be covered by the Client; and
- (c) Sprintlaw will retain access and usage rights to all contact information of the Client and the Client's Customers.

## 26. SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this Agreement will survive and be enforceable after

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such termination or expiry, including clauses 6 - 12, 17, 18 and 19.

## 27. DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this Agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this Agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

## 28. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this Agreement, or if no email address is specified, then the email address most regularly used by the parties to correspond regarding the subject matter of this Agreement as at the date of this Agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent; or
  - (ii) when replied to by the other party, whichever is earlier.

## 29. GENERAL

- (a) (**Governing law**) This Agreement is governed by English Law. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement.
- (b) (**Amendments**) This Agreement may only be amended in accordance with a written agreement between the parties.
- (c) (**Waiver**) No party to this Agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (d) (**Severability**) Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this Agreement is not limited or otherwise affected.

- (e) (**Joint/Several Liability**) An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
- (f) (**Assignment**) A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- (g) (**Counterparts**) This Agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this Agreement and all together constitute one Agreement.
- (h) (**Costs**) Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.
- (i) (**Entire Agt**) This Agreement embodies the entire Agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or Agreement, express or implied, in relation to the subject matter of this Agreement.

## 30. INTERPRETATION

- (a) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (b) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) (**document**) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
- (i) (**includes**) the word "includes" and similar words in any form is not a word of limitation; and
- (j) (**adverse interpretation**) no provision of this Agreement will be interpreted adversely to a party because that party was responsible for the preparation of this Agreement or that provision.