Gilbert + Tobin

Standard Terms of Engagement

Effective as at 29 June 2026



Unless we agree otherwise in writing, the following terms (**Terms**) apply to our engagement together with our email or letter confirming your instructions and any separately referenced rate card (**Engagement Letter**). Your continued instructions following receipt of these Terms and/or the Engagement Letter confirm your acceptance of our offer to enter a costs agreement with Gilbert + Tobin (ABN 88 775 098 848) consisting of these Terms and our Engagement Letter (this **Agreement**), for the purposes of the Legal Profession Uniform Law (the **LPUL**).

Part A – Our retainer

1 Costs agreement

(a) We will perform the Work for you. The term **Work** has the meaning given in the Engagement Letter (or if not so defined, means the work described in the Engagement Letter), and includes any work you may have asked us to perform before receiving these Terms and/or the Engagement Letter.

(b) These Terms and the Engagement Letter set out your rights and the terms of our engagement to perform the Work. You are welcome to take the opportunity to obtain independent legal advice prior to agreeing to our retainer and this Agreement.

(c) Any amendments to the scope of the Work or to this Agreement are not effective unless agreed in writing, for us by a partner of Gilbert + Tobin and for you by a person who holds themselves out as having the relevant authority.

(d) No additional terms apply to this Agreement (including terms included on a purchase order or presented via billing or other platforms) unless agreed in writing. Any apparent compliance with any additional terms (including by our billing team to facilitate invoicing) does not constitute acceptance.

(e) Where more than one party is named as a client in the Engagement Letter:

(i) each named party authorises us to communicate with all others in connection with the Work; and

(ii) each other party will be jointly and severally liable to pay our bills unless otherwise specified in the Engagement Letter.

2 Scope of work

(a) We will provide the legal services required to carry out the Work. We do not, however, represent or claim that our lawyers will provide expert financial or commercial advice, or legal advice outside of Australia, unless they are specifically qualified and inform you expressly in the Engagement Letter.

(b) Estimates of costs and disbursements provided are based on your instructions and the information available at the relevant date. The estimates may require substantial revision if your instructions, or other factors, change.

3 Conflicts

We will take all reasonable care in the performance of the retainer to avoid any conflicts of interest. You acknowledge that where insufficient detail is provided to us, that our internal conflict searches may be limited and have the potential to restrict our ability to act for you. As soon as we are aware of circumstances in which a potential or actual conflict arises, we will, subject to our professional obligations (including our duty of confidentiality owed to other clients), promptly inform you, and take such action as we believe may be reasonable and necessary.

4 Separate Representation

If you instruct us in any matter where you are or may become one of a number of competitive bidders (or their financier) or other stakeholder or interested party for an asset, a right or a contract, you acknowledge and agree that (unless agreed in writing or otherwise specified in the Engagement Letter), to the extent permitted by applicable professional conduct rules:

(a) we are free to act, or to continue to act, for another client in the same or a related matter, including for any other competitive bidder (or their financier) on a non-exclusive basis, provided that separate personnel are used and our standard information barriers are in place to prevent the disclosure of your information to the separate team and so that we can act fairly and independently for you and any other client;

(b) the other client or clients for whom we may act, may or possibly will, have interests adverse to yours and in this respect, you consent to our acting for such other client or clients in accordance with this clause 4; and

(c) we are not required to disclose to you the existence or identity of the other client or clients, or information of the other client or confidential information obtained in the course of acting for the other client.

We undertake and you acknowledge as follows:

(a) each of the separated teams will act in the interests of its own client, without regard to the interests of any competitive client; and

(b) we will not disclose to another client your information or confidential information obtained in the course of acting for you (and we will not disclose to you information of the other client or confidential information obtained in the course of acting for the other client).

5 Confidentiality and privacy

(a) We will keep confidential all confidential information provided to us by you in connection with the retainer and our partners, staff and contractors (including third party service providers) will use it only as permitted by law, our professional obligations and this Agreement, or otherwise in order to perform the Work in accordance with your instructions. We may also disclose your confidential information to our professional advisers, auditors, insurers, and related entities where reasonably necessary for the conduct of our business.

(b) Notwithstanding clause (a), we may disclose information where required by law, or for insurance or risk management purposes. You acknowledge that we are subject to statutory obligations, including reporting obligations, that might require disclosure of confidential information.

(c) We will not, without your authority, disclose to another client confidential information or knowledge obtained by us as a result of our acting for you.

(d) We will not disclose to you, nor be under any obligation to disclose to you, any confidential information or knowledge obtained by us as a result of acting for any other client.

(e) Some of our vendors, including external information technology service providers, do however store or process data in overseas locations, including but not limited to UK, New Zealand, USA and South Africa.

(f) We observe a privacy policy under which we protect and manage the personal information obtained from clients for the purposes of providing legal services. Our privacy policy is available on our website.

(g) You must not disclose to any third party, without our prior written consent, confidential information about us including our fee rates, fee arrangements, the nature or scope of the Work, or the existence of our engagement, except:

(i) where disclosure is required by law, regulation, or order of a court or regulatory body (in which case, you will provide us with reasonable notice of the proposed disclosure if permitted by law to do so); and

(ii) to your professional advisers, auditors, or insurers on a need-to-know basis and subject to obligations of confidentiality.

6 Retainer of another law practice

(a) With your approval, we may engage another law practice or a barrister on your behalf. If we do, we will inform you about their costs as soon as reasonably practicable.

(b) You may, if appropriate, be asked to enter into a costs agreement with the other legal practice or barrister.

7 Governing law

Subject to your rights to select jurisdiction under the LPUL:

(a) this Agreement and all aspects of our retainer are governed by, and you agree to be bound by the laws of the Australian state from which we issue these Terms; and

(b) you agree to irrevocably submit to the exclusive jurisdiction of the Courts of that jurisdiction.

Part B – Costs and billing

8 Calculations of costs and disbursements

We will calculate and charge for our costs and disbursements as described in the Engagement Letter. We review our hourly rates and may vary them with effect from 1 July in each year (and may otherwise increase them in line with changes to seniority).

9 Billing and payment

9.1 Billing

(a) We will bill you progressively for our costs and disbursements at monthly intervals, unless otherwise agreed, and when the Work is completed.

(b) Our bills may be in the form of a lump sum bill or an itemised bill.

(c) We will charge you expenses we incur in carrying out the Work, or in connection with the Work including fees for services provided by third parties we engage on your behalf. This may include reimbursement for costs incurred and time spent by us by virtue of the retainer or us acting on your behalf (including responding to requests for production of documents or participation in inquiries or proceedings, or meeting compliance obligations in connection with the retainer), including after the retainer has been terminated at our then current rates.

(d) We will not ask you to pay for in-house expenses for telephone calls, sending or receiving faxes or merely incidental photocopying.

9.2 Payment

(a) Each bill must be paid within 30 days after the invoice date. If we are engaged by multiple clients to perform the Work under the Engagement Letter, each client is jointly and severally liable for payment unless otherwise agreed.

(b) If a bill is unpaid we may take action for recovery of our costs after 65 days from the day the bill is given to you or, if you have requested an itemised bill, after 35 days from the day we comply with your request.

9.3 Interest

We may charge interest on:

(a) an unpaid bill, whether in the form of a lump sum bill or an itemised bill, after 30 days from the date it is given to you; or

(b) any overdue payment,

at a rate equal to 2% above the Cash Rate Target specified by the Reserve Bank of Australia, at the date the bill is issued, but not exceeding the maximum rate that may otherwise be prescribed or applicable.

9.4 Your rights

(a) You are entitled to:

(i) negotiate a costs agreement with us (please refer to the Engagement Letter for each matter);

(ii) negotiate the billing method (for example, by reference to timing or task);

(iii) receive a bill from us (which may be a lump sum bill);

(iv) request an itemised bill if you receive a bill that is not itemised or is only partially itemised;

(v) be notified of any substantial change to the matters disclosed in the Engagement Letter as soon as reasonably practicable after we are aware of the change;

(vi) receive, on making a reasonable request:

(A) a written report of the progress of your matter;

(B) a written report of the costs incurred to date or since the last bill; and

(vii) seek the assistance of the local regulatory authority in the event of a dispute about legal costs.

9.5 Foreign currency

If you ask to be billed in a currency other than Australian dollars, the billed amount will be adjusted if the currency exchange rate changes before we receive payment.

10 Deposit of trust money

(a) Our trust account is maintained in accordance with the *Legal Profession Uniform Law (NSW)* and the *Legal Profession Uniform General Rules 2015* and is subject to the supervision of the Law Society of New South Wales.

(b) You authorise and direct us to deposit to your credit:

(i) any trust money received on your behalf in our general trust account in New South Wales; and/or

(ii) any money which you have directed us to hold as controlled money or to a controlled money account in New South Wales,

unless you give to us, prior to our receipt of the money, a specific contrary direction.

11 Money paid on account of costs and disbursements

(a) At the beginning of, or during, the retainer we may ask you to pay us money on account of future costs and disbursements in the matter.

(b) We will deposit that money to your credit in our general trust account in New South Wales or, on request, in an interest bearing controlled money account in New South Wales. We may withdraw that money:

(i) to pay directly disbursements incurred to third parties in accordance with your instructions;

(ii) to pay, in accordance with clauses 12 or 13, costs and disbursements billed to you; or

(iii) otherwise as you direct.

12 Withdrawal of trust money to pay costs

(a) You authorise us to withdraw money held for you in our general trust account or in a controlled money account and apply it towards payment of legal costs (including disbursements) which we bill pursuant to this Agreement, and/or as you otherwise direct.

(b) We will give or send to you, in addition to the bill, a request for payment giving notice of the proposed withdrawal before it is made. We will be entitled to assume that you have no objection to the withdrawal unless you give us notice within 7 business days after being given the request.

13 Payment of incurred disbursements

We may bill you for disbursements incurred to a third party (for example a barrister) which are unpaid as at the time of the bill. In that event, you authorise us to deposit your payment into our general account on the condition that we pay the outstanding third party disbursements as soon as practicable after receiving your payment.

14 Payment of disbursements charged in foreign currency

If we bill you for a disbursement incurred on your behalf to another service provider (for example an expert consultant) which has invoiced us for its services in a currency other than Australian dollars (the Foreign Currency), and at the time of the bill the disbursement is unpaid, we will charge the disbursement to you in Australian dollars, at the exchange rate relevant to the Foreign Currency on the day the disbursement is debited to your account in our accounting records.

15 Goods and Services Tax (GST)

(a) If any of our costs or disbursements are not stated to include GST, and the amount is Consideration for a Taxable Supply, then GST will be added when the amounts payable for our services and disbursements are calculated and billed in a Tax Invoice.

(b) We will provide you with a Tax Invoice when and as required by the GST Law.

(c) The GST indicated in our Tax Invoice is payable in the same manner and at the same time as the relevant costs and disbursements.

(d) The above references to GST; GST Law; Tax Invoice; Consideration and Taxable Supply have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* and GST Law includes applicable rulings issued by the Commissioner of Taxation.

Part C – General

16 Limitation of liability

16.1 General

(a) Subject to clause 16.2, our maximum aggregate liability for all claims made for breach of this Agreement, negligence, or any other act or omission in connection with the Work (except for claims arising from death or personal injury, breach of trust, fraud or dishonesty), will not exceed, after applying any reduction under clause (b), AUD$50 million (**General Liability Cap**).

(b) Our and your liability for breach of this Agreement, negligence, or any other act or omission in connection with the Work is reduced to the extent that the acts or omissions of the other person, or a third party (not including, in our case, any of our service providers), cause or contribute to the liability.

(c) Neither we nor you will be liable for any loss (except for payment obligations) where it arises as a result of circumstances beyond the reasonable control of the affected party including but not limited to natural disaster, war, terrorism or a pandemic.

(d) Our advice is solely for your benefit and our duty of care does not extend to third parties (including any of your directors, employees or shareholders).

16.2 Cyber limitation of liability

(a) Neither we nor you will be liable for any loss, damage, or unauthorised access to data resulting from a cyber incident in connection with the Work (including but not limited to data breach, system intrusion, ransomware, or malware attack) (**Cyber Incident**), except where such loss, damage, or access is caused by the gross negligence, fraud, or wilful misconduct of the responsible party.

(b) Notwithstanding the General Liability Cap, our maximum aggregate liability for all claims made in connection with any Cyber Incident will not exceed the lesser of:

(i) the total costs paid by you to us for the Work in the twelve (12) months immediately preceding the Cyber Incident; or

(ii) AUD$10 million (**Cyber Liability Cap**).

16.3 Applicable laws

(a) If any guarantee, warranty or other term is implied or imposed in relation to this Agreement under the Australian Consumer Law or any other applicable laws and cannot be excluded (a **Non-Excludable Provision**), then our liability for breach of the NonExcludable Provision is limited where permissible to one or more of the following at our option:

(i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and

(ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

(b) However nothing in clause (a) or any other part of this clause 16 excludes, restricts, or modifies any rights or remedies either we or you may have under any applicable laws that cannot be lawfully excluded or limited.

17 Technology and artificial intelligence

(a) We may use documents and materials which we prepare during the retainer, and/or which are provided to us in the course of our engagement, for the purposes of delivering and improving our products and services (including to build and improve automated technologies which help enable us to deliver services efficiently and cost effectively) and may disclose such documents to our external service providers for this purpose. In doing so, we implement strict controls designed to ensure that we do not disclose to any other client confidential information or personal information about you.

(b) In delivering the Work, we may use artificial intelligence (**AI**) (including generative AI), automation, and project management tools. The charge for these tools will be included as a disbursement in the bill for any referable period.

(c) When using any AI system or process, including AI in supplying the services, we will apply legal analysis and judgement to any AI output in the same way we would to any legal or other research in providing the services.

(d) If you wish to discuss our use of AI and the safeguards we have in place, please contact AI-CLeaR@gtlaw.com.au.

18 Termination

(a) Either party may terminate this Agreement and our retainer at any time by giving reasonable notice in writing.

(b) We may terminate this Agreement and our retainer with immediate effect by notice to you if:

(i) there are legal, regulatory, or ethical grounds requiring us to cease acting, including where continuing to act would require us to breach our ethical duties or professional responsibilities (in which case the law may prohibit us from providing reasons for terminating this Agreement);

(ii) you fail to pay costs and disbursements within 60 days of billing;

(iii) you fail to provide adequate instructions or information (including to enable us to comply with any applicable laws including without limitation Anti-Money Laundering and Counter-Terrorism laws) when reasonably required;

(iv) you instruct another law practice in relation to the Work;

(v) we are no longer able to act in your best interests; or

(vi) there are any other legal, regulatory and/or ethical grounds which we consider require us to cease acting for you, for example a conflict of interest where we may be required to cease acting for you (and other clients) in a matter or concerns that continuing to act may have an adverse impact on our reputation.

(c) On termination, you remain liable for costs and disbursements properly incurred up to the date of termination. We will provide a final bill as soon as reasonably practicable.

(d) We may retain possession of papers and documents until all costs and disbursements (whether billed or unbilled) have been paid.

19 Retention of documents

(a) On completion of the Work, we will retain any data, files, papers or documents to which you are entitled but which are left in our possession (**File**), except documents deposited in safe custody or which may be the subject of a retaining lien, for no more than 7 years after the date of the final bill sent to you in the matter.

(b) You acknowledge that we have authority to destroy or delete the File after that period of 7 years unless before that time:

  (i) you have requested us to deliver the File to you or another authorised party; or

  (ii) you have notified us or we become aware that the File may be required in relation to legal proceedings that have been commenced or are likely to be commenced.

(c) Where you request the File to be delivered to you or another authorised party, we can retain, if required, a copy of the File for insurance purposes and you agree to pay our reasonable fees (at then current rates) for time spent and disbursements incurred in returning the File to you.

(d) We retain copyright in documents which we prepare in the course of the retainer unless agreed otherwise and we grant you a non-exclusive irrevocable transferable licence to use, reproduce or modify the documents we prepare for you. We will not be liable for any loss caused by any use of the documents for any purpose other than for the Work or for which they were provided, or changes made to those documents that has not been expressly approved by us.

20 Compliance with laws

(a) You are obliged to provide, and to ensure that your affiliates provide, the requested information to enable us to comply with all legal requirements under relevant laws, including under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), Regulations or AUSTRAC rules.

(b) We may request from you, your beneficial owners, and any individuals with effective control or acting on your behalf, certain information.

(c) You represent and warrant that neither you, nor any of your shareholders, directors, officers or subsidiaries, are, nor have ever been the target, or threatened target, of any economic or financial sanctions. You must inform us immediately if this is not, or ceases to be, the case.

21 Interpretation

(a) The term "you" when referred to in this Agreement means the client that we have been engaged to act for, as specified in the Engagement Letter, but it excludes all third parties (including any of your directors, employees, members or shareholders).