

RETAINER AND CONDITIONAL COSTS AGREEMENT

Toyota Class Action relating to certain Hilux, Fortuner and Prado diesel vehicles

between

The Claimant (You)


and

Bannister Law Class Actions (BLCA, we or us)

(Please complete the right-hand column of Section A, and one only of Sections B – D)

A. Claimant Details	
Name(s) of Vehicle Owner(s) (Please include the names of all joint owners)	
ACN/ABN (if the owner of the vehicle is a company)	
B. Execution by an <u>individual</u> (including on behalf of another, such as a joint owner, trust or government department/agency)	
Your signature*	
Name of signatory	
Email address	
Date of signature	
C. Execution by a <u>company with one director</u>	
Signed by the company named in Section A above in accordance with section 127 of the <i>Corporations Act 2001 (Cth)</i> by: <ul style="list-style-type: none">the “signatory” named below, who states that they are the sole director and secretary of the company.	
Name of signatory	
Email address	
Date of signature	
or	
Signed by the company named in Section A above in accordance with section 126 of the <i>Corporations Act 2001 (Cth)</i> by: <ul style="list-style-type: none">the “signatory” named below, who states that they are authorised to sign on behalf of the company.	
Name of authorised signatory	
Email address	

Date of signature	
D. Execution by a <u>company with two or more directors</u>	
Signed by the company named in Section A above in accordance with section 127 of the Corporations Act 2001 (Cth) by: <ul style="list-style-type: none"> “signatory 1” named below, who states that they are a director of the company <u>and</u> “signatory 2” named below, who states that they are a director and/or secretary of the company 	
Name of signatory 1	
Email address	
Date of signature	
Name of signatory 2	
Email address	
Date of signature	
or	
Signed by the company named in Section A above in accordance with section 126 of the Corporations Act 2001 (Cth) by: <ul style="list-style-type: none"> the “signatory” named below, who states that they are authorised to sign on behalf of the company. 	
Name of authorised signatory	
Email address	
Date of signature	

Bannister Law Class Actions	
Signed by Charles Bannister Bannister Law Class Actions	
Date of signature	

* Please sign if you are the Claimant. If this Agreement is signed by a representative of the Claimant, by signing this Agreement the signatory represents that they have the authority to enter into and bind each Claimant to this Agreement. If the Toyota motor vehicle to which your Claim relates is jointly owned by another person, by signing this Agreement you represent that you have the authority to enter into this Agreement on behalf of any joint owner(s) and bind them to this Agreement.

SUMMARY

- (a) This is a Conditional Costs Agreement for BLCA. If you sign this document, you will be bound by the terms and conditions in this Agreement.
- (b) You have the right to:
- negotiate a costs agreement with us;
 - negotiate the billing method (for example, by reference to timing or task);
 - request an itemised Bill of Costs within 30 days after a lump sum Bill or partially itemised bill is payable;
 - seek the assistance of the designated local regulatory authority (the NSW Commissioner) in the event of a dispute about legal costs;
 - be given information about any significant change to the basis on which legal costs will be calculated or any significant change to the estimate of total legal costs;
 - seek independent legal advice before entering into this Agreement;
 - accept or reject any offer we make for an interstate costs law to apply to your matter;
 - notify us that you require an interstate costs law to apply to your matter; and
 - to withdraw from this Agreement within five business days of signing it under a cooling off period.
- (c) In the event of a successful outcome of the matter, a 25% uplift fee will be charged on total accrued but outstanding professional fees and certain disbursements, subject to any order of the Court and sufficient proceeds being available from proceeds recovered in the Proceeding for payment of the uplift fee.
- (d) The lead applicant in the Proceeding has engaged a litigation funder to fund the Proceeding. The terms of this Agreement assume that you will sign/have signed a funding agreement directly with the litigation funder. Under the terms of the funding agreement, the Funder has agreed to pay, and you will not be liable to pay, any “out of pocket” legal costs.
- (e) We take pride in providing prompt, quality and efficient service. If you are dissatisfied with the service being provided, you should immediately take that matter up with the solicitor handling your matter.

IMPORTANT

If you have any important questions about legal costs or anything else in this document, please speak to us. It is important to us that you understand this agreement and the work we propose to do for you.

SYDNEY

BLCA Pty Ltd t/a Bannister Law Class Actions ABN 55 625 556 112

Liability limited by a scheme approved under Professional Standards Legislation.
The Principal and employees of Bannister Law are members of the scheme.

Bannister Law Class Actions Retainer and Conditional Costs Agreement

1 Offer and Acceptance

- 1.1 This agreement sets out the terms on which BLCA will act for you and supersedes any prior agreement entered into between you and BLCA in connection with the Claims. This document discloses information about the costs of our legal services and your rights under the *Legal Profession Uniform Law* (NSW).
- 1.2 This agreement is an offer by BLCA to enter into a legally binding costs agreement with you.
- 1.3 BLCA may offer this Agreement by way of an Electronic Offer. If BLCA offers this Agreement by way of an Electronic Offer, you may accept the Electronic Offer by Electronic Acceptance.
- 1.4 The parties agree that:
- (a) making the offer as an Electronic Offer has the same effect, for all purposes, as BLCA affixing its signature to the Agreement; and
 - (b) effecting Electronic Acceptance has the same effect, for all purposes, as you affixing your signature to the Agreement.
- 1.5 An electronic transmission of this Agreement signed by any party to it will be treated as an original signed by that party.
- 1.6 By signing this Agreement, you acknowledge that you have:
- (a) read, understood, and approved this Agreement; and
 - (b) been informed of your right to seek independent legal advice before entering into this Agreement.

2 Cooling Off Period

- 2.1 You may withdraw from this agreement without cost by notifying BLCA in writing within 5 business days of entering into this Agreement. Time is of the essence which means the 5 business days time limit will be strictly applied.
- 2.2 If you withdraw in accordance with clause 2.1, you will not be liable to pay any amounts whatsoever under this Agreement.

3 The Work

- 3.1 You instruct BLCA to:
- (a) provide such legal advice, legal representation and other legal services to you, or solicit such legal advice, legal representation and other legal services from Gilbert + Tobin for your benefit, as BLCA may consider reasonably necessary to:
 - (i) prosecute the Claims and the Proceedings;
 - (ii) negotiate a Settlement;
 - (iii) perform Common Benefit Work; and
 - (iv) secure and maintain funding for the investigation and prosecution of the Claims;

- (b) make day-to-day decisions as to the prosecution of the Claims and the Proceedings except where, in the reasonable professional opinion of BLCA, specific instructions from you are required;
 - (c) take and act upon instructions from the Applicant, including in relation to any Settlement, except where, in the reasonable professional opinion of BLCA, specific instructions from you are required;
 - (d) receive any Resolution Sum on your behalf and:
 - (i) pay the Resolution Sum into an account kept for that purpose; and
 - (ii) combine in that one account amounts received in respect of the Claims made by more than one person;
 - (iii) pay out of the Resolution Sum any amounts due for payment by you under this Agreement; and
 - (iv) otherwise disburse the Resolution Sum in accordance with this Agreement and the Funding Agreement.
- 3.2 The Work does not include, BLCA shall not provide, and this Agreement does not extend to the provision of legal services in respect of:
- (a) possible claims against persons other than the Respondent;
 - (b) other claims of yours; or
 - (c) taxation or revenue matters.
- 3.3 You acknowledge and agree that the Lawyers have, prior to the date of this agreement, and since 30 October 2018, conducted Investigation Work and Common Benefit Work which is:
- (a) to your benefit;
 - (b) necessary for the prosecution of the Claims; and
 - (c) Work for which Legal Costs are payable.
- 3.4 BLCA is the firm of solicitors on the record for the Proceeding. Charles J. Bannister will be responsible for the Work with his team of employed solicitors and consultants.
- 3.5 Professional Fees are calculated at the following hourly rates (billable in units of six minutes or part thereof):

Professional	Fee	Fee incl GST
Principal Lawyer	\$650.00	\$715.00
Legal Consultant	\$600.00	\$660.00
Special Counsel	\$500.00	\$550.00
Senior Associate	\$370.00	\$407.00
Associate	\$320.00	\$352.00
Graduate	\$200.00	\$220.00
Paralegal/law clerk	\$200.00	\$220.00
Admin/clerk	\$200.00	\$220.00

- 3.6 BLCA's rates may change during the course of a matter. BLCA will provide you with 30 days' notice in writing of any such change.
- 3.7 You acknowledge and understand that Gilbert + Tobin has been retained by the Funder to assist with and provide advice in respect of the Work and the conduct of the Proceedings. Given the volume of Work that will be required to litigate the Claims in the Proceeding, you agree that it will be to your benefit, and the benefit of Group Members, that Gilbert + Tobin provide assistance and advice in respect of certain aspects of the Work.
- 3.8 BLCA and Gilbert + Tobin will work cooperatively to ensure that there is no duplication of cost or effort by either BLCA or Gilbert + Tobin.
- 3.9 You acknowledge and agree that Gilbert + Tobin's fees for the Work are Legal Costs under the terms of this Agreement.
- 3.10 You authorise BLCA to retain and instruct counsel, experts and other persons or entities to assist in the prosecution of the Claims and the Proceedings.

4 When Costs are Payable

- 4.1 Subject to clause 4.2, pursuant to the Funding Agreement, the Funder will pay on your behalf, and you will not be liable to pay, the Legal Costs (which you would otherwise be required to pay to BLCA for the Work).
- 4.2 You agree that upon a Resolution, subject to court approval:
- (a) the Legal Costs paid by the Funder in respect of the Work, including the Legal Costs incurred (and paid by the Funder) on your behalf and which you would otherwise be required to pay to BLCA for the Work, will be reimbursed to the Funder from the Resolution Sum, in accordance with the terms of the Funding Agreement;
 - (b) the Deferred Fees described in clause 5.2(a) below will be paid to the Lawyers from the Resolution Sum, in accordance with the terms of the Funding Agreement; and
 - (c) the other costs paid by the Funder in respect of the Work, including any payments made to AmTrust in respect of the AmTrust Policy, will be reimbursed to the Funder from the Resolution Sum, in accordance with the terms of the Funding Agreement.
- 4.3 As all Group Members will benefit from the Work, upon a Resolution, BLCA expects that it will apply to the Court on your behalf, and on the behalf of other Funded Persons, for an order seeking the sharing of the costs of the Proceeding (including Legal Costs and the Funder's litigation funding commission) among all Group Members.

5 Uplift Fee

- 5.1 The Lawyers have a reasonable belief that a Resolution of the Proceeding is reasonably likely.
- 5.2 You acknowledge and understand that the Funder will pay:
- (a) 75% of BLCA's professional fees in respect of the Work ("**BLCA Discount**"); and
 - (b) 85% of Gilbert + Tobin's professional fees in respect of the Work ("**G+T Discount**", and together with the BLCA Discount, the **Discounts**).

5.3 In consideration of the Lawyers bearing the risk that the Claims may not succeed, if an Uplift Fee Payment Event occurs in connection with the Proceeding, subject to any order of the Court, you agree that the Lawyers will be entitled to be paid from the Resolution Sum:

- (a) the difference between:
 - (i) the amount of professional fees which the Lawyers have invoiced or will invoice applying the Discounts in respect of the time spent on the Work; and
 - (ii) the amount of professional fees which the Lawyers have invoiced or will invoice without the Discounts in respect of the time spent on the Work; and
- (b) a 25% uplift fee (success premium) on the difference referred to in paragraph 5.3(a) above, (being the **Deferred Fees**).

By way of example, if:

- (a) **BLCA would have billed \$1 million in Professional Fees but for the BLCA Discount; and**
- (b) **Gilbert + Tobin would have billed \$1 million in Professional Fees but for the G+T Discount,**

then following application of the Discounts:

- (c) **only \$750,000 of that amount will be due and payable to BLCA by the Funder; and**
- (d) **only \$850,000 of that amount will be due and payable to Gilbert + Tobin by the Funder.**

Upon an Uplift Fee Payment Event, in addition to the Professional Fees described in (c) and the Disbursements described in (d) above:

- (e) **BLCA will be entitled to recover from the Resolution Sum, Deferred Fees equal to \$250,000 in conditional Professional Fees pursuant to paragraph 5.3(a) above and an uplift fee of \$62,500 pursuant to paragraph 5.3(b) above; and**
- (f) **Gilbert + Tobin will be entitled to recover from the Resolution Sum, Deferred Fees equal to \$150,000 in conditional fees for the Work pursuant to paragraph 5.3(a) above and an uplift fee of \$37,500 pursuant to paragraph 5.3(b) above.**

5.4 The Deferred Fees will be paid in accordance with clause 7.3(b) of the Funding Agreement.

5.5 The Uplift Fees are charged as a premium for conducting the Proceeding on a conditional fee basis and are warranted for the following reasons:

- (a) the extensive, complex and specialised skill required to prosecute the Claims as a class action;
- (b) the nature and circumstances of the Claims and the Proceedings, including their size and the amount and complexity of facts, evidence and documents to be considered; and
- (c) the risk to the Lawyers in entering into conditional costs agreements.

6 Estimate of Costs

6.1 BLCA currently estimates that the likely total costs of the Common Benefit Work to be (inclusive of GST):

Professional Fees and Disbursements	\$7,000,000 - \$10,000,000
Uplift Fees	\$300,000 - \$400,000

6.2 The costs estimates in clause 6.1 is an estimate of total Legal Costs for the Common Benefit Work and, therefore, includes estimated fees payable to BLCA in respect of the Work (Professional Fees) and estimated fees payable to Gilbert + Tobin in respect of the Work (included in the Disbursements). As explained in clause 4.2 above, upon a Resolution (and subject to court approval), the Legal Costs paid by the Funder to BLCA and Gilbert + Tobin in respect of the Work will be reimbursed to the Funder (together with other amounts paid by the Funder under the Funding Agreement) from the Resolution Sum.

6.3 You acknowledge that the estimates in clause 6.1 are **preliminary estimates, not quotations**, and subject to change. While the estimates are based on present information and instructions and BLCA’s current understanding as to what services are required, the Legal Costs may exceed the estimates if further information becomes available or circumstances change which impact on these matters. In this event, BLCA will provide you with a revised cost estimate as soon as practicable.

Your Share of Common Benefit Work Costs

Your share of the Legal Costs for the Common Benefit Work is calculated by reference to the value of your Claim as a proportion of the total of all Claims.

Without knowing the final totals of factors such as the amount of any Resolution Sum or the number of Group Members involved, it is impossible at this early stage to provide you with an estimate of the cost amount you will pay out of any Resolution Sum.

By way of example only:

If the class action were to settle for \$100m inclusive of costs and disbursements of \$8m, a person whose share of the settlement was \$10,000 would contribute \$800 towards legal costs.

Please note that this example does not take into account the amounts payable to the Funder pursuant to the Funding Agreement.

7 Costs recoverable or payable

7.1 Courts and tribunals have discretion in respect of awarding costs. Costs are normally awarded in favour of the successful party in the proceedings. An order by a court or tribunal for the payment of costs in favour of the representative party of the class action will not necessarily cover the whole of the Legal Costs payable in accordance with this Agreement or the Funding Agreements.

7.2 In the event of a Resolution, any shortfall between the Legal Costs incurred in conducting the Proceeding and (subject to court approval) the costs recoverable from the Respondent will be apportioned between you and the other Group Members who recover Resolution Sums on a pro-rata basis and reimbursed to the Funder from the Resolution Sum in accordance with the Funding Agreement and clause 4.2 above.

8 Litigation Funding

- 8.1 You have entered or will enter into an arrangement with the Funder in relation to the Proceedings in accordance with the terms of the Funding Agreement.
- 8.2 You acknowledge and understand that there are certain rights that the Funder has or will have pursuant to the Funding Agreement, including in relation to termination, retaining other legal representatives to carry out the Work, reimbursement of Legal Costs, and Settlement.

9 Billing Arrangements

- 9.1 BLCA shall issue monthly itemised bills to the Funder.
- 9.2 A copy of each itemised bill issued by BLCA in respect of the Work may be inspected by you at the offices of BLCA.
- 9.3 You acknowledge that:
- (a) each bill may include confidential communications subject to legal professional privilege; and
 - (b) disclosure of information contained in each bill may offer strategic or tactical advantages to the Respondent.
- 9.4 You agree that:
- (a) the whole of the information contained in each bill will be treated by you as strictly confidential; and
 - (b) you will not disclose information contained in any bill to any other person except to your legal or financial advisors for the purpose of obtaining legal or financial advice.

10 Your Obligations

- 10.1 You must:
- (a) provide full and honest instructions to BLCA in a timely manner;
 - (b) cooperate in the preparation of the Claims and do all that BLCA reasonably asks in a timely manner;
 - (c) accept and follow BLCA's reasonable legal advice, including advice as to reasonable offers of Settlement;
 - (d) inform BLCA promptly of any changes to your address, e-mail address, phone number and/or name; and
 - (e) not discuss any aspect of the Claims, the Proceeding or related issues with the media without BLCA's prior approval.
- 10.2 You acknowledge that all information, communications and documents provided to you at any time by BLCA or the Funder, or their respective officers, servants or agents, in relation to the Claims and the Proceeding are, or may be, confidential information and may be subject to legal professional privilege that you are not authorised to waive. This obligation is a continuing obligation requiring strict compliance, and survives any termination of this Agreement.

11 Conflicts

- 11.1 The nature of the arrangements between the persons involved in the Proceedings has the potential to lead to a divergence between the interests of the Group Members and the interests of the Funder, which may result in a potential or actual conflict between the interests of the Funder and Group Members.
- 11.2 BLCA will take all reasonable care in the performance of the Work to avoid any such conflicts of interest. BLCA will monitor, identify and assess the emergence of divergent interests for the duration of the Proceedings. As soon as BLCA becomes aware of circumstances in which it perceives a conflict may arise, BLCA will promptly inform you and take such action as may be reasonable and necessary to protect your interests and those of the Group Members.
- 11.3 In the event of a divergence or a conflict between your interests (and/or those of the Group Members) and the interests of the Funder, BLCA will ensure that your interests (and/or those of the Group Members) are adequately protected.

12 Termination of this agreement

- 12.1 BLCA may cease to do the Work:
- (a) if there is a breach of any of the obligations set out in clause 10;
 - (b) if you do not sign a Funding Agreement;
 - (c) if you terminate the Funding Agreement;
 - (d) if BLCA, on reasonable grounds, believe that BLCA may have a potential or actual conflict of interest;
 - (e) if it would be unlawful for BLCA to continue to act for you;
 - (f) if BLCA ceases to be the solicitors on record for the Applicant in the Proceeding;
 - (g) if BLCA forms the opinion that a Resolution resulting in a substantial benefit to you is not reasonably likely;
 - (h) if you indicate to BLCA that you have lost confidence in our firm;
- 12.2 BLCA will give you at least fourteen (14) days' notice of its intention to terminate this Agreement and to cease acting for you. BLCA will advise you as to the grounds on which it will cease to act and will thereafter not be obliged or required to take any other steps in the conduct of your matter.
- 12.3 You may terminate this Agreement at any time by giving 7 days' written notice to BLCA, subject to the terms of any Funding Agreement.
- 12.4 You agree that if this Agreement is terminated pursuant to this clause 12, clause 4.2 will apply to all Legal Costs and Deferred Fees payable in respect of Work performed prior to the date of termination, such that these Legal Costs may be reimbursed to the Funder and/or the Deferred

Fees paid to the Lawyers from the Resolution Sum if there is a Resolution after the date of termination.

13 Retention of Documents

- 13.1 Upon completion of the Claim, BLCA will retain your documents for a period of 7 years after the date of the last bill of costs in relation to the Claim. At the expiration of such 7-year period, BLCA will then proceed to destroy the file and/or documentation relating to the Claim.

14 Other Matters

- 14.1 This Agreement is governed by the law of New South Wales.
- 14.2 Unless otherwise stated, in this Agreement all amounts payable are expressed as inclusive of GST.
- 14.3 The Privacy Disclosure at Annexure A explains your privacy rights and how BLCA will collect, use and disclose information about you.
- 14.4 If any term or provision in this Agreement is in whole or in part held to be illegal, invalid or unenforceable for any reason, that term or provision or part will to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement will not be affected.
- 14.5 This Agreement is confidential. You agree not to disclose this Agreement or its terms to any person without prior written consent of BLCA.

15 Definitions

In this Agreement:

- (a) **“Agreement”** means this Conditional Costs Agreement.
- (b) **“AmTrust”** means means AmTrust Europe Limited
- (c) **“AmTrust Policy”** means Adverse Costs Insurance Policy No. 120001201905 underwritten by AmTrust and held by the Funder in respect of the Proceeding, including any endorsements from time to time.
- (d) **“Applicant”** means any named applicant or representative party in the Proceeding.
- (e) **“BLCA”** means BLCA Pty Ltd, doing business as Bannister Law Class Actions.
- (f) **“Claimant”** or **“you”** means the person who enters this Agreement with BLCA, and “your” shall be construed accordingly.
- (g) **“Claims”** means the claim or claims the Claimant and other persons have or may have against the Respondent for loss and damage caused to the Claimant and such other persons by the conduct of the Respondent which claim is the same as or similar to the claims the subject matter of the Proceeding.
- (h) **“Common Benefit Work”** means all Work undertaken in respect of the Common Questions.
- (i) **“Common Questions”** means the questions of law or fact common to the claims of Group Members set out in the Amended Originating Application filed by the Applicant in the Proceeding on 24 June 2020.
- (j) **“Deferred Fees”** has the meaning given to it in clause 5.3 of this Agreement.

- (k) **“Disbursements”** means:
 - (i) the professional fees and disbursements payable to Gilbert + Tobin in respect of the Work; and
 - (ii) any expense the Lawyers incur on the Applicant’s and/or Group Members’ behalf in relation to the Work, including (without limitation) barristers’ fees, experts’ fees, search fees, lodging fees, travel expenses, courier fees and photocopying fees.
- (l) **“Discounts”** has the meaning given to it in clause 5.2 of this Agreement.
- (m) **“Electronic Acceptance”** means an electronic indication of the Claimant’s identity and the Claimant’s intention to accept this Agreement on, and in accordance with instructions provided on, a website administered by BLCA.
- (n) **“Electronic Offer”** means the publication of this Agreement on a website administered by BLCA for the purpose of offering this Agreement to prospective Funded Persons.
- (o) **“Funded Person”** means any person who has entered into a Funding Agreement.
- (p) **“Funder”** means Balance Legal Capital I UK Ltd., a company incorporated in England and Wales (Registration Number 12453594).
- (q) **“Funding Agreement”** means any agreement for the provision of funding by the Funder to a person with the same, similar or related claims as the Claims.
- (r) **“G+T Costs Agreement”** means the agreement between Gilbert + Tobin and the Funder dated 22 August 2019 pursuant to which Gilbert + Tobin was engaged to act as lawyers to assist with and provide advice in respect of the conduct of the Proceeding by BLCA for the benefit of the Applicant, the Claimant and other group members in the Proceeding.
- (s) **“Investigation Work”** means:
 - (i) legal analysis and factual analysis and investigation to determine whether the Claimant and other persons have Claims with reasonable prospects of success which are appropriate to pursue as a proceeding under Part IVA of the *Federal Court of Australia Act 1976* (Cth) or equivalent legislation in other jurisdictions; and
 - (ii) securing funding for the investigation and prosecution of the Claims.
- (t) **“Lawyers”** means BLCA and/or Gilbert + Tobin, or any other solicitors appointed in their place.
- (u) **“Legal Costs”** means Professional Fees and Disbursements.
- (v) **“Legal Costs Agreements”** means this Agreement and the G+T Costs Agreement.
- (w) **“Proceeding”** means the Federal Court of Australia proceeding numbered NSD 1210 of 2019.
- (x) **“Professional Fees”** means BLCA’s fees for the Work, excluding Disbursements.
- (y) **“Resolution”** means when all or any part of the Resolution Sum is recovered or received and, where the Resolution Sum is received in parts, a “Resolution” occurs each time a part is received.
- (z) **“Resolution Sum”** means the amount or amounts of money (or the value of any goods, services, receivables or benefits) for which (a) the Claims are Settled, or (b) judgment is given in the Proceeding, or in any subsequent proceeding brought by the Claimant against the Respondent in

reliance on the findings made in any judgment in the Proceeding, including (but not limited to) any interest and costs recovered pursuant to a Costs Order or by agreement.

- (aa) “**Respondent**” means Toyota Motor Corporation Australia Limited.
- (bb) “**Settlement**” means any settlement, compromise, discontinuance or waiver of the Claim, and “Settle,” “Settles” or “Settled” shall be construed accordingly.
- (cc) “**Uplift Fees**” means the uplift fee of 25% of the Deferred Fees, payable to each of BLCA and Gilbert + Tobin in accordance with the Funding Agreement and the Legal Costs Agreements.
- (dd) “**Uplift Fee Payment Event**” means a Resolution where the Resolution Sum is sufficient to enable payment and/or distribution under the second tier of the “distribution waterfall” set out in clause 7.3(b) of the Funding Agreement.
- (ee) “**Work**” means the legal work described in clause 3.1 of this Agreement.

ANNEXURE A

PRIVACY DISCLOSURE

We will collect personal information from you in the course of providing our legal services. We may also obtain personal information from third parties, other investigations and, sometimes, from adverse parties.

We are required by Rule 93 of the Uniform General Rules to collect the full name and address of our clients. 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 of processing of a transaction.

We do not disclose your information overseas unless the Work requires 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. Our privacy policy contains information about how you can access and correct the personal information we hold about you and how can raise any concerns about our personal information handling practices. For more information, please contact us in writing.

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted to or required by law to disclose confidential information. We may also, on a confidential basis, provide your information to third parties where we consider it is appropriate for the proper conduct of your matter.