

## Costs Disclosure, Legal Services and Identity Verification Agency Agreement

This Costs Disclosure and Agreement (together with any version of this Agreement we send to you) sets out the terms of our offer to provide legal services ("Offer") to you and constitutes our costs agreement and disclosure pursuant to the Legal Profession Uniform Law (NSW) ("the Act"). By clicking "SUBMIT" or confirming in writing, you agree to this Offer to instruct us.

### 1. Scope of Services

- (a) Max ID Pty Limited (ABN 68 614 505 761) ("MaxID", "us" or "we" or "our") provides legal services, which are limited to Identity Verification Services to persons and/or organisations (the Principal) who require another person's identity (the Person Being Identified or PBI) to be verified for the purposes of relevant law or regulation, unless we agree to provide you with other legal services;
- (b) Upon Acceptance you agree to pay for our services in accordance with these Terms.
- (c) By accepting this Offer or by continuing to instruct us in accordance with these Terms, the Principal appoints MaxID and its authorised representatives as its agent for the purposes of carrying out the Identity Verification Services;

(d)

### 2. Fees

We will charge you in accordance with the Max ID Fee Schedule (inclusive of GST) for each verification of identity we provide, unless we have made arrangements (in writing) with you for a lesser amount or provided you (in writing) an estimate of "standard fixed fee services" that is different to that amount.

Our standard fixed fee Services do not include any other Services that we determine are non-standard. Non-standard Services will be charged in accordance with a prior agreement with you.

If you have any queries about our costs you should contact our Legal Services Director by email [mail@maxid.com.au](mailto:mail@maxid.com.au).

We will send you tax invoices in accordance with these Terms or any other written agreement with you. All tax invoices are due and payable 14 days from the date of the tax invoice if not paid prior. Interest at the maximum rate prescribed in Regulation 75 of the Legal Profession Uniform General Rules 2015 ("the Uniform Rules") (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%) will be charged on any amounts unpaid after the expiry of 30 days after a tax invoice is given to you.

### 3. Payment Methods

It is our policy that when acting for clients, that we do one or more of the following:

- (a) approve credit;
- (b) ask the client to pay monies into our trust account;
- (c) ask the client for their credit card or direct debit details;
- (d) accept payment from a third party made on behalf of the client.

Unless otherwise agreed with you, we may determine not to incur fees or expenses in excess of the amount that we hold in trust on your behalf or for which credit is approved.

Where we agree to accept payment from a third party made on behalf of you, you agree to undertake all correspondence with the third party and to issue them a valid tax invoice in relation to the payment of amounts accepted on your behalf unless you agree to reimburse the payment in full to the third party. Nothing in this agreement or our acceptance of payment from a third party shall be construed as creating any contractual obligation between us and the third party. You agree and shall treat any refund or reimbursement of any payments accepted from a third party on your behalf as a debt or potential debt owed between the third party and you.

You authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of the Uniform Rule and the Act.

#### 4. Recovery of Costs

The Act provides that we cannot take action for recovery of legal costs until 30 days after a tax invoice (which complies with the Act and the Uniform Rules) has been delivered to you.

#### 5. Your Rights

It is your right to:

- (a) negotiate a costs agreement with us;
- (b) receive a lump sum bill in respect of legal services provided;
- (c) request and receive an itemised bill after receipt of a lump sum bill;
- (d) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
- (e) request in writing, and be provided with, a written report of the progress of any matter in which you retain us or a written report of the legal costs incurred by you to date. We are entitled to charge you a reasonable amount for the provision of a progress report on your matter but may not charge for the provision of a written report on the legal costs incurred by you. Nothing in these terms and conditions affects your rights under the Australian Consumer Law.

#### 6. Your Rights in relation to a Dispute concerning Costs

If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:

- (a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
- (b) you may apply to the Manager, Costs Assessment located at the Supreme Court of NSW for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid;
- (c) you may apply to the Costs Assessor to set aside some or all of these terms on the grounds they are not fair or reasonable; and
- (d) you may refer a dispute about a tax invoice to the President of the Law Society or the Legal Services Commissioner for mediation if the amount in dispute is less than \$10,000.

## 7. Retention and Copying of Your Documents

On completion of your work, we will retain your documents for 7 years. Your (express or implied) agreement to these terms constitutes your authority for us to destroy the file 7 years after the date of our tax invoice. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs. On completion of your work or following termination (by either party) of our services you will be liable for the cost of retrieving documents in storage and also any photocopying charges we incur and our professional fees in connection with the provision of your file to you or as directed by you.

## 8. Termination by Us

We may cease to act for you or refuse to perform further work, including:

- (a) while any of our tax invoices remain unpaid;
- (b) if you indicate to us or we form the view that you have lost confidence in us;
- (c) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- (d) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- (e) if in our sole discretion we consider it is no longer appropriate to act for you.

We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination.

## 9. Termination by You

You may terminate our services by written notice at any time. However, if you do so you will be required to pay our costs incurred up to the date of termination (including if the matter is litigious, any cancellation fees or other fees such as hearing allocation fees for which we remain responsible).

## 10. Lien

Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- (a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our or our agents possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid;
- (b) our lien will continue notwithstanding that we cease to act for you.

## 11. Privacy

- (a) We are required and committed to protecting your personal information in accordance with our obligations under the Privacy Act 1988 and the Australian Privacy Principles. Disclosure of such information may be compelled by law. You also authorise us to disclose such information where necessary to others in furtherance of your matters (e.g. within the law practice and to our authorised representatives, to MaxID's External Product or Service

- Providers, to financial institutions/banks, to any governmental authority and to experts or barristers) or otherwise as described in our Privacy Policy;
- (b) The Principal warrants that any request for the provision of Identity Verification Services is done in accordance with applicable laws and that it will comply, at all material times, with applicable laws, including but not limited to the Privacy Act;
  - (c) MaxID agrees that it will only use Personal Information provided by a PBI for the purpose of providing Identity Verification Services or any other purpose consented to by the PBI;
  - (d) MaxID agrees to establish and maintain systems and procedures to reduce the risk of destruction, loss, alteration or unauthorised access to Personal Information held by it in accordance with standards reasonably acceptable for an Australian law practice.

## 12. Confidentiality

At all times we will seek to maintain the confidentiality of your information. However, we may be permitted 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.

## 13. Sending Material by Email

We send and receive communications by electronic mail. As such mail may not be secure you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document after transmission, for any delay or non-delivery of any document and for any damage caused to your system or any files by a transfer.

You consent to receiving to receiving bills sent electronically by means of the email address that is specified as the recipient address for ID Verification Reports (or any other address used for communication between you and MaxID) by transmitting the bill electronically together with or as part of an ID Verification Report or in any other way determined by MaxID.

## 14. Term

- (a) This Agreement and the appointment of MaxID as the agent of the Principal shall commence on the date upon the Principal's Acceptance of these Terms.
- (b) The appointment of MaxID shall continue until terminated by either MaxID or the Principal in accordance with these Terms.

## 15. Identity Verification Services

- a) The Principal directs MaxID to carry out verification of identity in accordance with the Verification of Identity Standard and provide an ID Verification Report to the Principal as evidence that it has carried out an electronic-based safe harbour procedure in accordance with the Verification of Identity Standard;
- b) MaxID will, to the maximum extent possible, verify the identity of the PBI in accordance with the such other instruments or legislative requirements that MaxID has confirmed to the Principal in writing that it is willing and able to do so in relation to a specific verification of identity;

- c) MaxID will use all reasonable endeavours to inform the Principal where it is unable to verify the identity of the PBI in accordance with the Verification of Identity Standard and to the extent possible will provide an ID Verification Report as evidence that it has carried out an electronic-based safe harbour procedure of the PBI in accordance with the Verification of Identity Standard. The ID Verification Report may contain information relevant to whether the verification of identity should be investigated further by the Principal or be limited to the fact that the PBI was unable to be identified. Provision of information relevant to whether the verification of identity should be investigated further may be contingent on arrangements with MaxID's External Product and Service Providers;
- d) The Principal acknowledges and agrees that it may only rely on an ID Verification Report as evidence that an electronic-based safe harbour procedure has been conducted where ML/TF Risk is medium or lower and subject to the limitations on reliance contained in an ID Verification Report. Any other reliance is specifically and strictly prohibited and MaxID accepts no responsibility or liability in respect of any such reliance. In respect of any purpose other than as evidence that an electronic-based safe harbour procedure has been conducted where ML/TF Risk is medium or lower the Principal acknowledges and agrees that neither the Identity Verification Services nor the Verification of Identity Report provided by MaxID can or will be used to demonstrate or evidence that reasonable steps have been taken to verify the identity of the PBI.
- e) The Principal acknowledges and agrees that the Identity Verification Services are only to be used in relation to individuals that are Australian citizens or residents within Australia and not in any other jurisdiction.
- f) The Principal acknowledges and agrees that the Identity Verification Services is not intended to or able to conclusively prove the Identity of the PBI and does not eliminate the possibility of identity fraud.
- g) The Principal acknowledges and agrees that the Identity Verification Services do not discharge all of the Principals obligations under the Verification of Identity Standard. The Principal acknowledges and agrees that it is responsible for reviewing each ID Verification Report and must satisfy itself that, based on the information available to it at the time of reviewing the relevant report that the PBI's identity has been properly verified in accordance with the Verification of Identity Standard. Where the ID Verification Report indicates that further investigation is required or the Principal is of the view or ought reasonably form the view that further investigation is required, such further investigation is the responsibility of the Principal and the Principal agrees to undertake such further investigation to verify the identity of a PBI where it is not able to reasonably satisfy itself prior to relying on an ID Verification Report.
- h) The Principal acknowledges and agrees that the Identity Verification Services expressly excludes any role that Max ID might otherwise have to access the DVS or to provide any Information Match Data or Information Match Result (or derivation of either) as an agent of the Principal. Nothing in this Agreement requires, prohibits or precludes Max ID or MaxID's External Service Providers from lawfully accessing the DVS or obtaining Information Match Data or Information Match Results (or derivation of either) in relation to a PBI. The Principal acknowledges and agrees that nothing in this provision constitutes a conflict of interest whether or not MaxID or MaxID's External Service Providers has to access the DVS or to any Information Match Data or Information Match Result (or derivation of either) and whether or not that Information Match Data or Information Match Result (or derivation of either) is provided to the Principal by MaxID. The Principal acknowledges and agrees that any

Information Match Data or Information Match Result (or derivation of either) does not become or form part of the Principal's file or become a document that was prepared for the benefit of the Principal. The Principal represents and warrants that it is a Reporting Entity.

#### 16. MaxID Web-based tools

- (a) MaxID's Identity Verification Services are delivered using web-based services and software using computing devices associated with the PBI and also the Principal;
- (b) MaxID may from time to time make web-based tools available to the Principal via a secure gateway in order to enable the Principal to initiate Identity Verification Services in relation to a PBI and to obtain certain reports, including the ID Verification Report. MaxID does not warrant that the Principal will have uninterrupted access to the web-based tools that enable the Principal to initiate Identity Verification Services or to access reports including any ID Verification Report;
- (c) The Principal will not, and will ensure that its Authorised Persons do not, use the MaxID web-based tools and/or an ID Verification Report other than in connection with the Identity Verification Services or a Transaction involving the relevant PBI that is a client or prospective client of the Principal;
- (d) Where MaxID provides secured access to web-based tools, hosted services, hosted software and/or ID Verification Reports, the Principal is responsible for ensuring that all user names and passwords are kept confidential and secure by the Principal's Authorised Persons and the Principal will notify MaxID immediately should it have reason to believe or ought reasonably suspect that the user names and/or passwords have been compromised.

#### 17. Verification of Identity Requirements

- (a) the Principal must provide MaxID with sufficient information in order to provide the Identity Verification Services in respect of each PBI and the Principal is responsible for ensuring the accuracy and completeness of all information provided to MaxID in connection with the Identity Verification Services;
- (b) where the verification process is commenced by the Principal, the Principal is responsible for providing the relevant information in order for the PBI to commence the verification process, including:
  - (i) the correct legal name of each PBI specific to the purpose of the verification of identity;
  - (ii) the correct contact details including the email address of the PBI
- (c) The Principal agrees and acknowledges that it is responsible for determining whether the PBI has authority to enter into any Transaction or deal with property that is the subject of any Transaction and that this determination should not be made based entirely on the existence or contents of an ID Verification Report.
- (d) Where anything is proposed to be done in respect of a Transaction pursuant to a trust deed or a power of attorney, the Principal shall be responsible for verifying the existence of and any details relating to the trust or the power of attorney, including but not limited to establishing that the Transaction is authorised pursuant to the said trust deed or power of attorney. Nothing in these Terms shall constitute an obligation on MaxID to verify that a Transaction is authorised pursuant to a trust deed or power of attorney and the issuance of a ID Verification Report shall not constitute evidence, directly or indirectly, that the PBI is authorised to enter into a Transaction;
- (e) Where anything is proposed to be done in respect of a Transaction by a body corporate or unincorporated association, the Principal shall be responsible for establishing the existence

of the body corporate or unincorporated association and who is authorised to execute documentation on behalf of the body corporate or unincorporated association. Nothing in these Terms shall constitute an obligation on MaxID to verify that a Transaction has been properly entered into by a body corporate or an unincorporated association and the issuance of an ID Verification Report shall not constitute evidence, directly or indirectly, that the PBI is authorised to enter into a Transaction.

#### 18. Non-exclusive arrangements

Nothing in these Terms shall be deemed to constitute an exclusive arrangement between MaxID and Principal and nothing in these terms shall prevent either MaxID or Principal from entering into arrangements with other parties to provide or acquire the same or similar services in respect of those third parties.

#### 19. Warranties

- (a) where MaxID has provided an ID Verification Report, it warrants that, subject to any qualifying statements or comments and limitations on reliance, it has carried out the Identity Verification Services in accordance with these Terms;
- (b) MaxID warrants that it is an incorporated legal practice and authorised to conduct itself as an incorporated legal practice by the Law Society of New South Wales.

#### 20. Insurance and Liability

- (a) Throughout the term, MaxID shall maintain professional indemnity insurance in accordance with the requirements of the Law Society of New South Wales. MaxID will provide a certificate of currency in respect of this insurance policy upon a reasonable request of a Principal;
- (b) Except as required by law MaxID's liability to a Principal for damage or loss arising out of or in connection with any breach of the Warranties is limited to the reimbursement of that loss or damage up to the amount of \$2 million for each claim made by the Principal.
- (c) The Principal agrees to notify MaxID in writing of all claims (whether commenced by the Principal or a third party) arising out of or in relation to the Identity Verification Services or these Terms;
- (d) Except as required by law, other than as expressly set out in these Terms MaxID is not liable to the Principal, the PBI or the PCI for any damage or loss suffered as a result of or in connection with these Terms or the provision of the Identity Verification Services. The Principal expressly agrees that, to the maximum extent permitted by law, MaxID has no liability to the Principal for any indirect, consequential, special or exemplary losses, damages, costs or any other expenses incurred or suffered by the Principal (including as a result of negligence);
- (e) Any liability of MaxID to the Principal will be reduced proportionately to the extent that:
  - (i) the acts or omissions of the Principal or its Authorised Persons contributes to any loss or damage; or
  - (ii) the Principal does not take all reasonable steps to mitigate any loss or damages;
- (f) The Principal agrees and acknowledges that MaxID will not be liable for any loss or damage arising from a breach of the Warranties or failure to perform in relation to any provision of these Terms for any reason or cause that could not reasonably be controlled or prevented by MaxID.

- (g) For the purposes of these Terms any right, benefit, indemnity or limitation accruing to Max ID pursuant to these terms and conditions shall also accrue to the officers, employees and contractors of MaxID.

#### 21. No Conflict and Nature of Relationship

- (a) It shall not constitute a conflict of interest for either party to enter into alternative arrangements for the purposes of verifying the identity of another person or the provision of Identity Verification Services to another party. Each party expressly consents to the other party obtaining Identity Verification Services from a third party and/or providing Identity Verification Services to a third party;
- (b) Nothing in these terms creates any form of joint venture, partnership or contract of employment.

#### 22. Goods and Services Tax (GST)

- (a) All costs and disbursements disclosed in or payable under or in connection with this Agreement, which are expressed to be inclusive of GST, include the amount of GST payable unless this Agreement does not include GST or GST is not payable on the supply of our services or a disbursement. If an amount does not include GST and the amount is Consideration for a Taxable Supply, the GST payable 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 will be payable by you in the same manner and at the same time as the costs and disbursements to which it relates are payable.
- (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.

#### 23. Referral fees and commissions

We may pay referral fees or commissions to referrers of business to us and/or to MaxID's External Product and Service Providers.

#### 24. General

- (a) MaxID may vary or amend these terms at its sole discretion and with immediate effect where it reasonably believes that such a variation or amendment is required to ensure the Identity Verification Services are consistent with the Verification of Identity Standard;
- (b) MaxID may otherwise vary or amend these terms by providing at least 30 days written notice to the Principal;
- (c) These Terms are governed by and shall be construed in accordance with the laws of NSW and the courts of NSW shall have non-exclusive jurisdiction in the event of any dispute relating to the Terms;
- (d) These Terms contain all of the terms of Agreement between the Principal and MaxID and supersedes any previous representations, warranties or arrangements other than any arrangements relating to confidential information;



- (e) If all or part of any provision of the Terms is held to be void, unenforceable or illegal the part or provision shall either be read down or severed, with the remainder of the Terms being of full force and effect.
- (f) These Terms are deemed to incorporate the Max ID Website Terms of Use available at [www.maxid.com.au](http://www.maxid.com.au). By agreeing to these Terms the Principal is deemed to have agreed to the Max ID Website Terms of Use, as amended by MaxID from time to time.

## Definitions

**Accept & Acceptance** means acceptance by agreement in writing and may be in the form of an electronic acknowledgment of that acceptance

**AML/CTF Act** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)

**AML/CTF Instrument** means Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1)

**AML/CTF Rules**, AML/CTF Act, the AML/CTF Instrument and any instrument or circular giving effect to objects of the AML/CTF Act or the AML/CTF Instrument, as amended, supplemented or superseded from time to time.

**Austrroads** means Austrroads Ltd ACN 136 812390

**Authorised Person** means any person authorised by the Principal, purporting to be authorised by the Principal or reasonably believed by MaxID to be authorised by the Principal.

**DVS** means the system (including all associated services, infrastructure, applications, facilities, functionality, data, information and material whether belonging to or operated by the DVS Manager or a third party) established by the DVS Manager to provide Information Match Results (but does not include a Gateway Service)

**DVS Manager** means Commonwealth of Australia acting and represented by the Department of Home Affairs and in some cases also includes an Official Record Holder (and in the case of drivers licence information) Austrroads.

**Identity Verification Services** means the carrying out of an electronic safe harbour procedure where ML/TF Risk is medium or lower in relation to a PBI for the purposes of a Verification of Identity Standard

**ID Verification Report** means a report that contains information relating to an electronic safe harbour procedure where ML/TF Risk is medium or lower which may or may not include information relevant to whether the verification of identity should be investigated further and the specific purpose of the verification of identity.

**Information Match Request** means an electronic request to the DVS by MaxID or MaxID's External Service Providers (required to be submitted in a structured format advised by the DVS Manager) to be provided with an Information Match Result in relation to details of relevant information in a Supported Document.



**Information Match Results** means in respect of an Information Match Request, an electronic response indicating that the information provided in the request matches or does not match the official record data, or that a system error has been encountered in trying to process that request.

**Max ID Fee Schedule** means the schedule of fees notified to a Principal or agreed by a Principal or otherwise updated from time to time and available at [www.maxid.com.au](http://www.maxid.com.au)

**Max ID's External Product and Service Providers** means any person or entity engaged either directly by Max ID to provide services or products to Max ID or indirectly as a result of being engaged by any person or entity who is directly or indirectly engaged to provide services or products by those persons or entities engaged directly by MaxID to provide services or products.

**ML/TF Risk** has the meaning given to it in the AML/CTF Instrument

**Official Record Holder** means, in respect of each Supported Document, the entity against whose official record data the information submitted in an Information Match Request is matched (or attempted to be matched) via the DVS

**PBI** has the same meaning as **Person Being Identified**

**Law Society of New South Wales** means the Law Society of New South Wales (ABN 98 696 304 966)

**Personal Information** has the same meaning as in the Privacy Act

**Person Being Identified** means a person who is required to be identified pursuant to the Verification of Identity Standard in respect of a Transaction.

**Privacy Act** means the Privacy Act 1988 (Cth)

**Privacy Policy** means the privacy policy of Max ID as updated from time to time. The privacy policy is available at [www.maxid.com.au](http://www.maxid.com.au)

**Supported Document** means any type of document (for example an Australian Passport or Australian Citizenship Certificate) that is supported by the DVS.

**Reporting Entity** has the meaning given to it in the AML CTF Act.

**Term** has the meaning set out in clause 2.

**Terms** means this Costs Disclosure, Legal Services and Identity Verification Agency Agreement

**Transaction** means a transaction involving the acquisition of products or services from a person required to identify the acquirer of products or services pursuant to a Verification of Identity Standard.



**Verification of Identity Standard** means the verification of identity procedure prescribed by Rule 4.2.13 of the AML/CTF Rules.