

Service Agreement

NEGLIGENCE RESOLUTIONS LIMITED

November 2020

SERVICES AGREEMENT

DATE _____

PARTIES

NEGLIGENCE RESOLUTIONS LIMITED (with company number 6830554) at Christchurch (NRL)

The **LAW FIRM (or lawyer)** described at Schedule 1 (**Law Firm**)

BACKGROUND

- A. NRL operates a website which assists people by connecting them with a lawyer that is willing to assist them in pursuing a claim for negligence in connection with the provision of any form of professional services.
- B. The Law Firm wishes to make itself available to be introduced to potential clients through the website and has agreed to offer such clients legal services upon the terms of this Agreement.

AGREEMENT

1. Definitions and Interpretation

1.1 **Definitions:** In this Agreement unless the context otherwise requires:

Agreement means this Agreement (including any Schedules) as it may be amended from time to time;

Claim has the meaning given in clause 4.7;

Commencement Date means the date this Agreement is signed by both parties;

Client means a person or entity that uses the Website to seek to connect with a legal advisor for the provision of legal advice, pursuant to the terms outlined on the Website;

Initial Consultation has the meaning given in clause 4.5;

Initial Information has the meaning given in clause 4.1;

Initial Introduction has the meaning given in clause 4.2;

Relevant Matter has the meaning given in clause 4.1 and includes any matter that is in any way connected or associated with that matter, or that derives from the introduction of the Client to the Law Firm and is in respect of that (or a related) professional negligence claim;

Review has the meaning given in clause 4.6;

Sales Tax means goods and services tax payable pursuant to the Goods and Services Tax Act 1985 (NZ) (or the equivalent tax in any other jurisdiction);

Subscription Fee means US\$1,200 per annum (excluding Sales Tax), payable in accordance with clause 6;

Term means term of the Agreement as set out in clause 2.1;

Website means the website at <https://negligenceresolutions.com> as maintained by NRL and used by Clients to seek introductions to legal advisors willing to provide legal advice in connection with potential professional negligence claims; and

Working Day means any day other than Saturday and Sunday or Public Holiday in the city where the Law Firm is primarily located (as stated in Schedule 1).

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 a *clause* or *schedule* is a reference to a clause, or schedule of this Agreement unless specifically stated otherwise;
- 1.2.2 a *party* includes a reference to that party's successors and permitted assigns;
- 1.2.3 a *person* includes an individual, firm, company, corporation or unincorporated body of persons, or any authority, in each case whether or not having a separate legal personality, and a reference to company includes a person;
- 1.2.4 a *statute* or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;
- 1.2.5 the *singular* includes the plural and vice versa;
- 1.2.6 a *month* is to a calendar month;
- 1.2.7 headings are for convenience and do not affect interpretation; and
- 1.2.8 including and other similar words do not imply any limitation.

2. Term

- 2.1 This Agreement will commence on the Commencement Date and will continue until terminated in accordance with clause 2.2 or clause 12.
- 2.2 If a party wishes to terminate this agreement it may do so, with effect from the relevant anniversary of the Commencement Date provided that it gives written notice to the other party no less than three months prior to the relevant anniversary of the Commencement Date.

3. Website

- 3.1 NRL owns and operates the Website which enables persons or entities to connect with legal advisors willing to provide legal services in connection with potential claims for professional negligence.
- 3.2 NRL agrees to introduce Clients to the Law Firm from time to time and as NRL considers appropriate and the Law Firm agrees to receive and deal with those Clients in accordance with the terms set out in this Agreement and in accordance with all applicable laws and regulations.
- 3.3 Subject to clause 3.4, the Law Firm agrees that it will not attempt to avoid or circumvent NRL or the Website in order to access Clients independently or separately from NRL or the Website.
- 3.4 The parties acknowledge that this Agreement does not prevent the Law Firm from providing legal services or marketing the provision of legal services to persons or entities in the ordinary course of the Law Firm's business and not in connection with NRL or the Website.
- 3.5 The Law Firm acknowledges and agrees that introductions will occur in accordance with the provisions of clause 4 and the Law Firm will not be advertised or promoted on the Website and its details will not be made publically available on the Website.
- 3.6 NRL is not, in performing this agreement, providing any legal services to the Client. NRL does not guarantee or warrant the outcome of any claim whether to the Client or the Law Firm and does not make any endorsement or recommendation that the Law Firm take on any Client on the basis of this Agreement.
- 3.7 NRL's purpose is to connect Clients with lawyers willing to act on professional negligence claims. NRL accepts no responsibility for any damages or losses that may arise out of the Law Firm's relationship with the Client or in acting for the Client in respect of any matter.

4. Provision of Legal Services to Clients

- 4.1 Through its operation of the Website, NRL will receive enquiries from potential Clients in respect of matters relating to potential claims of professional negligence (**Relevant Matter**). This may include negligence claims relating to any profession in respect of which professional indemnity insurance can be obtained (e.g. lawyers, accountants, plumbers, architects etc). NRL will, through the Website, seek for Clients to initially provide the name of the relevant parties involved (including the details of the Client) (**Initial Information**).

- 4.2 Upon receipt of the Initial Information and where the Client is located in the same jurisdiction as the Law Firm, NRL may (in its discretion) automatically send the Initial Information to the Law Firm to enable the Law Firm to undertake all necessary conflict checks to determine if it is able to act for the Client in respect of the Relevant Matter (**Initial Introduction**). In this regard:
- 4.2.1 the Law Firm acknowledges that NRL does not send the Initial Information to the Law Firm on an exclusive basis and NRL will likely also send the Initial Information to other law firms, including in the same city and the same jurisdiction, in its discretion, for the same purposes (and at the same or other times) as it is providing that information to the Law Firm;
 - 4.2.2 NRL does not warrant or covenant that the Law Firm will receive any (or any minimum number of) Initial Introductions in any period, nor that any Initial Introductions will result in the Client instructing the Law Firm; and
 - 4.2.3 the Law Firm acknowledges that NRL intends that it will not make Initial Introductions to the Law Firm whilst any amounts are due and owing by the Law Firm to NRL.
- 4.3 Upon receipt of the Initial Information, the Law Firm will promptly undertake a conflict check regarding the Relevant Matter, and upon completion of those checks, the Law Firm will notify NRL:
- 4.3.1 that it declines to act for the Client in relation to the Relevant Matter; or
 - 4.3.2 that it is willing and able to act for the Client in relation to the Relevant Matter and upon the terms of this Agreement.
- 4.4 If the Law Firm has advised NRL that it is willing to act for the Client in accordance with clause 4.3.2 and has been the first law firm in the relevant jurisdiction to confirm this to NRL (and NRL has no other reason to believe the Law Firm may be unsuitable to act in relation to the Relevant Matter), then NRL will promptly pass the Law Firm's contact details (including the details of the relevant lawyer as notified by the Law Firm) to the Client. The Law Firm acknowledges that there is no obligation upon any Client to contact or engage the Law Firm or use its services. The Law Firm will not contact the Client directly in connection with the Relevant Matter nor for any other purposes (including not adding to distribution or marketing lists) unless and until it is contacted by the Client directly and has direct authorisation from the Client to do so. If the Law Firm is not contacted by the Client directly then it must promptly cease all use of the Initial Information.
- 4.5 Following the process above, if the Client contacts the Law Firm in relation to the Relevant Matter, the Law Firm will offer the Client a one hour initial consultation (**Initial Consultation**), free of charge and at a time and place agreed by the Law Firm and Client. The purpose of the Initial Consultation is to enable the Law Firm and Client to meet and discuss the Relevant Matter in order to mutually decide if there is a claim that is worth pursuing or worth further investigation or review. The Law Firm will notify NRL once the Initial Consultation has occurred and whether the Client and Law Firm have agreed to pursue further review or investigation in accordance with clause 4.8.
- 4.6 If the Law Firm and Client agree that further investigation or review is appropriate, the Law Firm will offer to the Client to undertake a formal review of the Relevant Matter (**Review**) for a fee that is fair and reasonable in all the circumstances, as agreed between the Law Firm and the Client directly. The Law Firm agrees to provide terms of engagement all applicable client care information directly to the Client and as required by law. The Review will include the provision of a formal legal opinion outlining the following:
- 4.6.1 the identified legal claim;
 - 4.6.2 the legal options available to the client;
 - 4.6.3 an evaluation of the legal options available to the Client (including the likelihood of success and possible damages);

- 4.6.4 the Law Firm's opinion in relation to the best course of action in relation to the Relevant Matter; and
- 4.6.5 the steps the Law Firm will take should the Client wish to proceed with the Relevant Matter.
- 4.7 Upon completion of the Review, the Law Firm will meet with the Client and jointly determine whether to pursue a claim in connection with the Relevant Matter (**Claim**). If the Law Firm is willing to pursue the Claim, it must offer to do so on a conditional/contingency basis (i.e. "no win, no fee"), provided the law of its country of jurisdiction enables it to do so.
- 4.8 The Law Firm must continue to keep NRL reasonably informed of the progress of the Claim, and in this regard, the Law Firm must log in to the Website and update its status reports in relation to any Relevant Matters or Claims on a monthly basis or as otherwise prompted by NRL (it being noted that status reports will indicate status and progress, but not require the Law Firm to provide any confidential or privileged information in relation to current matters).
- 4.9 The Law Firm will not provide legal services to the Client in connection with the Relevant Matter except in accordance with this clause 4.
- 4.10 It is the Law Firm's sole responsibility to comply with all laws and regulations in the provision of legal services to the Client and to provide the Client with its terms of engagement and any other documentation that is required by law or regulation.
- 4.11 The Law Firm is responsible for ensuring it holds or has access to appropriate professional indemnity insurance, holds all necessary and valid practicing certificates and that the Relevant Matter is within a jurisdiction with is appropriate for the Law Firm to act within.
- 4.12 Nothing in this Agreement is to be interpreted as requiring the Law Firm to breach any confidential obligations it has to the Client nor to waive any professional privilege.

5. **Other Obligations**

- 5.1 The Law Firm agrees that it (or its authorised representative) will access NRL's Website not less than two times per Working Day during the Term in order to generate more traffic to the Website and improve the Website's appearance on internet search results for the benefit of both parties.
- 5.2 The Law Firm is responsible for ensuring NRL holds up to date contact details for the Law Firm (and the relevant contact persons at the Law Firm) at all times.
- 5.3 The Law Firm must keep its login details in respect of the Website (i.e. its username and password) confidential and secure, and agrees not to use a password which is obvious or easy to guess or determine.
- 5.4 The Parties agree to co-operate and act in good faith and to be honest in their dealings with each other with a focus on providing workable solutions to Clients through successful introductions and the provision of comprehensive and competent legal advice.

6. **Fees**

- 6.1 In consideration of NRL maintaining the Website and marketing the Website's services, the Law Firm will pay to NRL the Subscription Fee annually in advance, with payment due no later than seven days after the Commencement Date and then no later than seven days after each anniversary thereof. NRL will provide the Law Firm with an invoice for the Subscription Fee. The Subscription Fee is an administrative fee, and the Law Firm will not pay to, or receive from, NRL, any reward or inducement in respect of any advice given or work done for any person. The Law Firm will not be entitled to receive Initial Information pursuant to clause 4.2 or have its details provided under clause 4.4 until the first annual Subscription Fee is paid, nor at any time any part of it is in arrears.
- 6.2 The Law Firm is not entitled to make any deduction from any invoice issued by NRL in accordance with this clause 6, including in respect of any set-off or counterclaim or to withhold any payment, unless with the prior written approval of the NRL.

- 6.3 Before commencing work for the Client, the Law Firm will expressly provide, in a written agreement with the Client, that the Client will pay to NRL an amount equal to 2.5% of the gross amount payable to the Client in connection with any settlement or determination of the Claim (plus Sales Tax, if any) by no later than five Working Days after the date on which payment is due to the Client in respect of the settlement or determination of any Claim (e.g. 2.5% of the applicable settlement payment, before deduction of the Law Firm's fees or any other costs or matters), as an administration fee in consideration of NRL's operation of the Website. The Law Firm will ensure the Client agrees that the Law Firm may charge this amount to the Client as a disbursement, and the Law Firm will ensure that it does charge this amount as a disbursement and do all things necessary to collect the disbursement from the Client and pays it to NRL on NRL's behalf.
- 6.4 Unless otherwise stated any charges or amounts specified in this Agreement exclude Sales Tax. If Sales Tax is payable by NRL on a supply that is made under, or by reference to, or in connection with this Agreement, then the Law Firm or Client must also pay NRL (at the same time as the Sales Tax exclusive consideration for the supply) the applicable Sales Tax amount (being an amount equal to the Sales Tax exclusive consideration multiplied by the prevailing rate of Sales Tax) provided that NRL has provided the Law Firm or Client with a valid tax invoice.

7. Intellectual Property

- 7.1 The parties acknowledge that all intellectual property created, made or developed by it or on its behalf prior to or in the course of the operation of this Agreement (without limitation) is and will be and remains the property of the party that created it, and the other party will not have any right, interest or title in or to the intellectual property except as is expressly provided in this Agreement.
- 7.2 The Law Firm acknowledges and agrees that NRL owns all intellectual property in connection with the Website.

8. Confidentiality

- 8.1 Both parties shall treat and shall ensure their employees, agents, representatives, and any subcontractors treat as confidential and keep secret all information relating to the other party or the other party's business of which a party becomes aware of by virtue of its relationship with the other party under this Agreement and any other agreement between the parties, including the contents of the Agreement itself (and in the case of the Law Firm, including any Initial Information or Client contact details received) (**Confidential Information**).
- 8.2 The obligation of confidence in clause 8.1 applies to all Confidential Information received by either party whether before or during the Term of this Agreement, provided that the Law Firm expressly permits NRL to disclose Confidential Information for the purpose of performing this Agreement.
- 8.3 The obligation of confidence in clause 8.1 does not apply where disclosure is required by any applicable legislation or other legal requirement or by the rules or regulations of a recognised stock exchange or pursuant to any order of a court.
- 8.4 The obligations in clause 8 shall remain in full force and effect and will survive termination of this Agreement.
- 8.5 The obligations of confidence in this clause 8 do not apply to disclosure by the Law Firm or by NRL to the Client of the fees the Law Firm or the Client may become liable to pay to NRL in connection with this Agreement in respect of the Client's matter or claim.

9. Privacy

- 9.1 The Law Firm acknowledges and agrees that:
- 9.1.1 NRL will collect personal information from Clients and will only provide that information to the Law Firm strictly in accordance with its privacy policy, terms of use of the Website and all applicable laws;

- 9.1.2 if the Law Firm receives any information from a Client or any other person, the Law Firm will only collect, use or disclose that information for the purposes of providing legal services to the Client as contemplated by this Agreement, and strictly in accordance with all applicable laws; and
- 9.1.3 nothing in this Agreement will require NRL to do any act or thing that could be in breach of any privacy or data laws or regulations in any jurisdiction.
- 9.2 The Law Firm agrees to receive and use the personal information of Clients solely for the purpose of performing this Agreement and strictly in accordance with NRL's reasonable requirements and all applicable laws and regulations.
- 9.3 The Law Firm consents to NRL disclosing the Law Firm's contact details (and that of the relevant lawyer) to the Client in accordance with clause 4.4.

10. Warranties

- 10.1 Each party warrants to the other that:
- 10.1.1 this Agreement constitutes legal, valid and binding obligations of the party enforceable against it in accordance with its terms by appropriate legal remedy;
- 10.1.2 it has full power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement, and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so;
- 10.1.3 the execution, delivery and performance of this Agreement does not and will not conflict with or result in a breach of or default under any term or provision of:
- (a) any agreement to which it is party; or
- (b) any writ, order or injunction, judgment, law, rule or regulation (including any rules of professional conduct or professional standards) to which it is subject or by which it is bound.

11. Indemnity and Limited Liability

- 11.1 To the fullest extent permitted by law, the Law Firm indemnifies the NRL against all costs, claims, demands, expenses and liabilities of whatsoever nature, including without prejudice to the generality of the foregoing damage to property and consequential loss, which may be made against the NRL or which NRL may sustain, pay or incur as a result of or in connection with this Agreement, an Initial Introduction or the provision (or non-provision) of legal services to any Client, unless such cost, claim, demand, expense or liability shall be directly and solely attributable to the negligence of the NRL or the negligence of a duly authorised employee or agent of the NRL.
- 11.2 The parties acknowledge and agree that the relationship between NRL and the Client is governed by the terms and conditions on the Website and NRL is not liable to the Client for any act or omission of the Law Firm or in connection with any legal advice.
- 11.3 In the event the NRL is held to be liable to the Law Firm, the liability of the NRL shall be limited in aggregate under this Agreement to the total aggregate fees paid to NRL by the Law Firm under this Agreement.

12. Termination

- 12.1 This Agreement may be terminated by either party immediately in writing if the other party:
- 12.1.1 commits or allows to be committed any material breach of the terms of this Agreement and fails to remedy the breach within 10 Working Days of notice in writing from the other party requiring the breach to be remedied; or

- 12.1.2 has a receiver, administrator or liquidator or like person appointed to it, passes a resolution to wind itself up, enters into an arrangement with its creditors, whether compulsorily or voluntarily, or is unable to pay its debts as they fall due.
- 12.2 NRL may suspend its obligations to provide Initial Information to the Law Firm under clause 4.2 and to provide the Law Firm's details under clause 4.4 of this Agreement at any time and with no refund of the Subscription Fee to the Law Firm, if:
- 12.2.1 the Law Firm is in arrears of any payment it is due to have paid NRL under this Agreement; or
- 12.2.2 the Law Firm contacts a Client directly prior to the Client contacting the Law Firm in accordance with clause 4.4 or otherwise without the prior written permission of NRL.
- Any suspension under this clause will remain in place until NRL is satisfied (acting reasonably) that the matter has been suitably resolved.
- 12.3 NRL may terminate this Agreement immediately by written notice to the Law Firm if:
- 12.3.1 the Law Firm is in arrears for more than 20 days after any payment by the Law Firm has become due, unless the Law Firm has given notice that it disputes the payment and it is subject to resolution in accordance with clause 14;
- 12.3.2 NRL believes (in its discretion) that the Law Firm is unable to provide competent, comprehensive or professional advice to Clients; or
- 12.3.3 the Law Firm contacts a Client directly prior to the Client contacting the Law Firm in accordance with clause 4.4 or otherwise without the prior written permission of NRL.
- 12.4 Other than as set out in this Agreement, the expiry or early termination of this Agreement for any reason whatsoever will not affect the accrued rights or liabilities of either party under this Agreement, nor will it affect any provision which is expressly or by implication intended to come into force or continue in force on or after the termination or expiry of this Agreement (including clauses 6, 7, 8, 9, 11, 13, 14 and 15, which will survive termination or expiry of this Agreement).
- 12.5 The obligation to pay, or provide for, any fee to be paid pursuant to clause 6 will survive the termination or expiry of this Agreement, along with such provisions as are necessary to ensure the orderly payment of that fee (including clauses 6 and 14). Where a Relevant Matter has been taken up by the Law Firm, the provisions of clause 4 and 5 will also continue to apply in respect of the conduct of that matter until it is resolved or determined, despite any termination or expiry of this Agreement.
- 12.6 The Subscription Fee is non-refundable and no part of it will be repaid to the Law Firm in the event of termination or expiry of this Agreement.

13. Notices

- 13.1 Any notice to be made under this Agreement will be made in writing addressed to the party to whom it is to be sent at the address from time to time notified by that party in writing to the other party. Until any other address of a party is notified, they will be as in Schedule 1 to this Agreement.
- 13.2 Delivery may be effected by hand, by post with postage prepaid or by email.
- 13.3 Any notice given under this Agreement will be deemed to have been received:
- 13.3.1 if delivered by hand, at the time of delivery. However, if the time of delivery is after 5.00 pm on a Working Day or on a day that is not a Working Day, then the notice will be deemed to have been delivered on the next Working Day after the date of delivery;
- 13.3.2 if sent by post, on the third Working Day after the date of mailing; and
- 13.3.3 if sent by email, at the time that the email was successfully delivered to the named recipient (as shown in a confirmation of the email generated by the sender's computer system which indicates that the email was sent to the email address of the recipient)

notified for the purpose of this clause 18 and provided that the sender's computer system has not generated an automated response or a record that the email has not been received) however, if the time of delivery is after 4.30 pm on a Working Day or on a day that is not a Working Day, then the notice will be deemed to have been delivered at 9.00am on the next Working Day after the date of delivery.

14. Dispute Resolution

- 14.1 *Negotiation:* If a dispute arises (**Dispute**) between the parties in relation to the matters contemplated by this Agreement then the parties will endeavour to settle the Dispute by way of good faith negotiation. If the parties are unable to resolve the dispute within five Working Days, the Dispute shall be resolved in accordance with clause 14.2.
- 14.2 *Mediation:* In the event that the Dispute is not resolved by negotiation, the matter may be referred to mediation by any party by written notice. In the event that the matter is referred to mediation, the parties shall agree within five Working Days of the matter being referred to mediation on a mediator. In the event the Dispute is not resolved by a completed mediation within a further 20 Working Days, any party may refer the matter to arbitration.
- 14.3 *Arbitration:* If a Dispute is not settled under clauses 14.1 or 14.2, then the Dispute shall be submitted to, and settled by, arbitration by a sole arbitrator in accordance with the provisions of the Arbitration Act 1996. The arbitrator shall be appointed by the parties or failing agreement within five Working Days after the request to appoint an arbitrator by one party to the other, the arbitrator shall be appointed by the President for the time being of the New Zealand Law Society.

15. Miscellaneous

- 15.1 If any provision in this Agreement is held to be unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired and, as far as possible, the unenforceable provision will be read down to the extent required to make it enforceable. The parties will negotiate in good faith to agree to the terms of a mutually satisfactory replacement provision with the same commercial effect.
- 15.2 No delay, failure or indulgence by any party to exercise its rights under this Agreement operates as a waiver of those rights.
- 15.3 No party may assign or transfer any of its rights or obligations under or in connection with this Agreement to any third party without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 15.4 NRL reserves the right to sub-contract the performance of the obligations pursuant to this Agreement or any part of the Agreement to any other party or person.
- 15.5 No amendment, addition or variations to this Agreement will be effective unless it is in writing and signed by both parties.
- 15.6 Nothing in this Agreement will be deemed or construed to constitute either party a partner, agent or representative of the other party or to create any trust or commercial partnership. No party may act for, or incur any obligation on behalf of, the other party except as expressly provided in this Agreement.
- 15.7 Except as otherwise provided in this Agreement, the parties will meet their own costs relating to the negotiation, preparation and implementation of this Agreement.
- 15.8 This Agreement may be executed in any number of counterparts and once a counterpart has been executed by each of the parties and copies of each signed counterpart have been circulated to each party, each counterpart will be deemed to be as valid and binding as if it had been executed by all the parties.
- 15.9 This Agreement will be governed by and construed in accordance with the laws of New Zealand and the parties agree to submit to the non-exclusive jurisdiction of the New Zealand Courts.

EXECUTED as an Agreement

Executed by

NEGLIGENCE RESOLUTIONS LIMITED

in the presence of

Director/Authorised Signatory

Gabrielle Lee Sullivan

Name of Director/Authorised Signatory

Director/Authorised Signatory

Matthew Peter Sullivan

Name of Director/Authorised Signatory

Witness signature

Full name

Occupation

Address

Executed

**FOR AND ON BEHALF OF
THE LAW FIRM (OR LAWYER) DESCRIBED**

AT SCHEDULE 1 BY:

in the presence of

Authorised Signatory

Authorised Signatory

Witness signature

Full name

Occupation

Address

Schedule 1 - Parties' Details

NRL

Address: Unit 6, 487 Weedons Road, Rolleston 7675
Location: Christchurch, New Zealand
Email: subscriptions@nrl.world
Attention: Matthew Sullivan

Law Firm

Full legal name: _____

Address: _____

Email: _____

Phone Number: _____

Firm Representative: _____

Country of Operation: _____

City of Operation: _____