



Tax Invoice

ABN 53 574 469 796



Kunning's Super Fund
PO Box 3254
NEWSTEAD QLD 4006

Invoice Date 04 August 2021
Invoice Number 10290
Client Code KUN03S

PROFESSIONAL SERVICES RENDERED		AMOUNTS
Preparation of annual Financial Statements for the year ended 30th June 2021. Preparation of Income Tax Return and lodgement with the Australian Taxation Office. Checking of Tax Assessment received and notification as to payment of tax as and when due.		1,681.82
Fee for administration of pension accounts during the year including calculation of minimum and maximum amounts, recording of pension payments and tax components, and review of accounts to ensure annual requirements are met before 30th June 2021.		100.00
Preparation of documentation to commence a pension for Glenn Kunning on 2 June 2021 and 1 July 2021 including:		500.00
- Application for pension - Minute of Meeting		
Lodgement of the Transfer Balance Account Report with the ATO for the following periods:		50.00
30 June 2021		
Attending to the Audit of the Fund for the year ended 30th June 2021, including outlays paid to Super Audits.		500.00
Sub Total	Accounting Fees = \$2565	2,831.82
GST	ASIC Accounting fees = \$314	283.18
Total Amount Inclusive of GST	TOTAL = \$2879 ASIC LODgement fees = \$56 Auditors fees = \$550	\$3,115.00

THIS ACCOUNT IS DUE AND PAYABLE IN 14 DAYS

PAYMENT ADVICE

Client Kunning's Super Fund
Client Code KUN03S
Invoice Number 10290
Due Date 18 Aug 21
Total Due **\$3,115.00**

Direct Credit

Please make payment into the following account:-
Please use the reference **KUN03S**.

Account Name Virtu Super Pty Ltd
BSB Number 084-435
Account Number 8930 77696



Liability limited by a scheme approved under Professional Standards legislation. ACN 134 260 512 www.virtusuper.com.au



TAX INVOICE

ABN: 88 639 749 161

KUNNING PTY LTD
Attention: Glenn Jude Kunning
UNIT 33, 27 CUNNINGHAM STREET
NEWSTEAD QLD 4006

Invoice Date: 03 Nov 2021
Invoice Number: INV-1889

Professional Services Rendered

Amount

Corporate Secretarial Service

Attendance to the maintenance of your corporate records and to your corporate secretarial matters, for compliance with Australian Securities and Investments Commission (ASIC) requirements, including:

- Collection and Forwarding of your Annual Company Statement;
- Advice on payment amounts and due dates for ASIC Fees;
- Preparation and lodgement of ASIC forms for any changes to company details;
- Maintenance of the Statutory Company Register as required by ASIC.

ASIC Annual Review Fee - Superfund Trustee

	Subtotal	341.45
\$314.00 = 11 x	Total GST 10%	28.55
	Total GST Free	0.00
ASIC \$56 = \$314-	Invoice Total	370.00
	Total Net Payments	370.00
	Amount Due	0.00

TERMS: THIS ACCOUNT IS DUE AND PAYABLE IN 14 DAYS

Invoice Number/Reference: INV-1889

Amount: 0.00

CREDIT CARD PAYMENT OPTION

Please visit our website www.mtcorp.com.au click on the [Payment Portal](#) and follow the prompts
A 1.5% (GST Inclusive) processing fee applies to all credit card payments.

ELECTRONIC PAYMENT OPTION

Account Name: MT Corporate Advisory
BSB Number: 034 001
Account Number: 627 935

From: Glenn Kunning futurewaysptyld@bigpond.com
Subject: Lawry cost
Date: 23 February 2022 at 7:57 am
To: Glenn Kunning futurewaysptyld@bigpond.com



PAYMENT SENT
Reference no. B4722447689
Amount: \$1,000.00
To: Grasso Alf
Grasso Searles
BSB: 084-447 Acc: 40-663-7327
When: Today, 23 Feb 2022
Reference: 212777
Description: Lawry cost

PAYMENT SENT



Reference no. B4722447689

Amount

\$1,000.00

Legal action taken once interest payments stopped.
Allowable deduction by S8-1 ITAA 1997

To

Grasso Alf

Grasso Searles

BSB: 084-447

Acc: 40-663-7327

When

Today, 23 Feb 2022

Reference

212777

Description

Lawry cost

Rachel Green-Luther

From: Glenn Kunning <futurewaysptyltd@bigpond.com>
Sent: Monday, 11 July 2022 2:20 PM
To: Chaitra Ramesh; Rachel Green-Luther
Subject: Re: Kunning Super Fund Tax Returns 2022 Information request
Attachments: Kunning Super Fund NAB #3544 Statement June 2022.pdf; Kunning Super Fund NAB #3557 Statement June 2022.pdf; MyCarte Share Value 2022.pdf; Lion Property Group Share Value Certification 2022.pdf; 20220210 Cost Agreement.pdf; Clinton Mohr Invoice - Lion Investment 2022.pdf; Grasso Searles Payment - Chris Lawry Investment 2022.pdf

Hello Rachael & Chaitra

Please see below my responses.

Feel free to contact me should you need any additional info.

Regards
Glenn Kunning
Director
Futureways Pty Ltd
M: 0408 752 205
E: futurewaysptyltd@bigpond.com



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On 6 Jul 2022, at 2:30 pm, Rachel Green-Luther <rachelg@virtusuper.com.au> wrote:

Hi Glenn,

Happy new financial year. Hope you are well.

May I introduce Chaitra Ramesh (cc'd in this email), she has recently joined Virtu and will be helping me out with the super fund.

For your superfund's financial accounts and tax returns, could you please:

6. Loan to Chris Lawry Family Trust:

- a. Did the loan of \$100,000 on 29 October 2021, get extended pass the settlement March 2022?
- b. If so, please provide the updated loan agreement?

GK - Sadly, Chris committed suicide so the loan is default however my lawyers are working with the estate and expect total loan of \$100K and interest payments not paid will be repaid in full by October 2022. You will see monthly interest payments in NAB account number #3544 of \$1K made by Leigh Lawry (Chris's dad). Payments of \$1k were up to date until April 2022, however payments for May & June were not made hence me instigating legal action to exercise my rights under my loan agreement. The \$1K transfer below on 23/2 to Grasso Searles was deposit needed to start the process of legal action which will be recouped once probate is obtained and the estate clears all debts.

7. Information/supporting document regarding the following expenses –

Date	Amount (\$)	Description
12/07/2021	\$2,528.40	Internet transfer Internet Transfer matter 18585
23/02/2022	\$1,000	Grasso Searles B4722447689212777

GK - See attached documentation for both costs. \$1K being costs to implement legal action for the Chris Lawry loan and the \$2528.40 being lawyers costs to look over agreements for the Syndicate 8 Squared Pty Ltd loan.

We will send out the documents to sign, using an electronic signature program called DocuSign, and will be sent to you at futurewaysptyltd@bigpond.com

I will be away from 11th-22nd July 2022, so the Virtu team will help with any pressing matters.

If you have any concerns, please feel free to contact me.

Kind regards,
Rach

Rachel Green-Luther
Senior Accountant

VIRTU | *self managed super specialists*
1454 Logan Road, Mount Gravatt Q 4122

07 3349 1452
PO BOX 83 Mount Gravatt Q 4122
www.virtusuper.com.au

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Virtu Super Pty Ltd ACN 134 260 512*

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Please note that you must not access or use this email or any information in it. Virtu Super accepts no liability for viruses in this email or in any attachment to it.

From: Glenn Kunning <futurewaysptyltd@bigpond.com>

Sent: Wednesday, 6 July 2022 1:23 PM



Cost Agreement

Brisbane
Head Office
Level 1
322 Old Cleveland Road
Coorparoo QLD 4151

Gold Coast
Visiting Office
By Appointment:
Suite 1, 2453 Gold Coast Highway
Mermaid Beach QLD 4218

Melbourne
Head Office
By Appointment:
1 Queens Road
Melbourne VIC 3004





**Grasso Searles Romano
Lawyers**

ABN: 27 143 504 601

GPO Box 2340
Brisbane QLD 4001
Australia

ABN: 27 143 504 601

Phone: +61 3236 3999
Fax: +61 3236 4506

www.gsrlawyers.com.au

Office: Brisbane

Our Ref: AR:RG:DR: 212777

Direct Email: reception@gsrlawyers.com.au

Date: 10-02-2022

33, 27 Cunningham Street,
Newstead, QLD, 4006

Dear Glenn Kunning

RE: Claim Against Amyron Developments Pty Ltd

Thank you for entrusting Grasso Searles Romano Lawyers with your instructions which we understand as being:

A. Advice on default by debtors, making demands, Notice of Exercise of Power of Sale, negotiations to resolve the debt without Court Proceedings.

B. Issuing proceedings in Supreme Court for an order for possession of property, arranging sale by you as mortgagee by auction and finalisation of debt recovery.

This letter and the **enclosed** Disclosure Notice and Client Services Agreement (CSA) confirm the basis upon which we accept those instructions from you. The Disclosure Notice sets out important information that we are required by the Legal Profession Act 2007 (Qld) to give you, including the terms on which we propose that you engage us. You need to read and understand the Disclosure Notice before considering the terms of the CSA.

Brisbane
Head Office
Level 1
322 Old Cleveland Road
Coorparoo QLD 4151

Gold Coast
Visiting Office
By Appointment:
Suite 1, 2453 Gold Coast Highway
Mermaid Beach QLD 4218

Melbourne
Head Office
By Appointment:
1 Queens Road
Melbourne VIC 3004

PRINCIPAL
Alfio Michele Romano *B.Com. LL.B (Hons) LL.M.*

SENIOR ASSOCIATE
Joanna Sheridan *LL.B*

ASSOCIATES
Qi (Vicky) Wang *J.D.*
Liam Crowley *LL.B B.Econ*

Liability limited by a scheme approved under professional standards legislation.

Matter details

Client: Glenn Kunning

Matter: Claim Against Amyron Developments Pty Ltd

File No: 212777

Persons who will perform the work

The people who will primarily perform the work necessary to carry out your instructions, and their current hourly charge out rates (excluding GST) are:

Mr Alfio Romano	Principal	\$550.00
Ms Joanna Sheridan	Senior Associate	\$450.00
Ms Vicky Wang	Associate	\$400.00
Mr Liam Crowley	Associate	\$400.00
Various	Solicitor	\$350.00
Various	Law Clerk/Para-legal	\$200.00

Fees and expenses

The CSA sets out important information in relation to the calculation of our fees and expenses. Our fees to carry out your instructions on this matter will be calculated on the basis of the time spent by our staff at their hourly rates current from time to time unless it is specified below as a fixed fee.

Our estimate of the total costs (excluding GST) to you to carry out the matter is as follows:

A. Resolved by Consent

Between \$2,000.00 and \$5,000.00 + GST

Expenses and distributions estimated between \$300.00 and \$600.00 + GST

B. Supreme Court Litigation (Proceed to recover possession and holding of mortgage auction and recovery of debt)

Supreme Court - Between \$10,000.00 and \$20,000.00 + GST

Expenses and distributions estimated between \$1,500.00 and \$3,000.00 + GST + Barrister fees billed separately.

This estimate is based upon our understanding of your instructions however, we are not bound by it. It may vary depending upon changes to your instructions, the scope or complexity of work necessary to carry out those instructions, the willingness of other parties to come to terms and other unforeseen circumstances. If there is likely to be a significant change in our estimate, we will provide you with a revised estimate and the reasons why the initial estimate has changed.

Next steps

Please read the enclosed Disclosure Notice and CSA carefully. You may, if you wish to do so:

1. Negotiate the CSA with us before you sign it; and;
2. Obtain independent legal advice from another firm of solicitors before signing the CSA.

If you wish to discuss any aspect of the CSA, including our legal costs, please contact Alfio Romano. **Otherwise, please sign both copies of the Disclosure Notice and CSA and return one copy to us by post/delivery/email.**

Please also place into our trust account the sum of \$1,000.00 by way of initial deposit towards our estimated fees and expenses. This retainer, and any other money you may need to pay us from time to time can be **paid by quoting reference number ' 212777 '** and paying as follows:

- DIRECT DEPOSIT or EFT to our trust account, details of which are:

Bank name:	National Australia Bank
Account name:	Grasso Searles Romano Lawyers Trust Account
BSB number:	084 447
Account number:	406637327
Reference number:	212777
- CHEQUE payable to 'Grasso Searles Romano Lawyers Trust Account'; or
- EFTPOS either in person or over the phone.

We look forward to working with you and, once again, thank you for choosing Grasso Searles Romano Lawyers to represent you.

Yours faithfully

GRASSO SEARLES ROMANO

Per: *Grasso Searles Romano Lawyers*

Disclosure Notice (s308)

Legal Profession Act 2007 (Qld)

RE: Claim Against Amyron Developments Pty Ltd

TO: Glenn Kunning

of 33, 27 Cunningham Street, Newstead, QLD, 4006

The scope of work you require us to carry out:

A. Advice on default by debtors, making demands, Notice of Exercise of Power of Sale, negotiations to resolve the debt without Court Proceedings.

B. Issuing proceedings in Supreme Court for an order for possession of property, arranging sale by you as mortgagee by auction and finalisation of debt recovery.

1. Legal fees – your right

1.1 You have the right to:

- Negotiate a costs agreement with us;
- Receive a bill of costs from us;
- Request an itemised bill of costs after you receive a lump sum bill from us;
- Request written reports about the progress of your matter and the costs incurred in your matter;
- Apply for costs to be assessed within 12 months if you are unhappy with our costs (see para 1.4 below);
- Apply for the costs agreement to be set aside (see para 1.4 below);
- Accept or reject any offer we make for an interstate costs law to apply to your matter (see para 1.3 below);
- Notify us that you require an interstate costs law to apply to your matter (see para 1.3 below); and
- Be notified of any substantial change in the matters disclosed in this Notice.

- 1.2 This Disclosure Notice provides you with information about our legal services, the cost of those services and your rights. For more information about your rights, please read the facts sheet titled 'Legal Costs – your right to know'. You can ask us for a copy, or obtain it from the Queensland Law Society or download it from their website at www.qls.com.au.
- 1.3 The law of Queensland will apply to the proposed costs agreement. You have the right to enter into a costs agreement with us on the basis that a corresponding law of another state or territory is applicable such as where the legal services are or will be completely or primarily provided in, or where the matter has a substantial connection with that other state or territory. Further you have the right in certain circumstances to notify us in writing in accordance with the time limits of the corresponding law that you require the law of another jurisdiction to apply.
- 1.4 The following avenues are open to you under the terms of the *Legal Profession Act 2007 (Qld)* in the event of a dispute in relation to legal costs
- To apply for a costs assessment within 12 months of delivery of a bill or request for payment or such extended time as may be permitted by the court or costs assessor after considering the reason for the delay (except sophisticated clients as defined in the LPAQ)
 - To apply to set aside the costs agreement within six years or other times as the law permits.

2. How this firm charges

- 2.1 There are a several bases by which legal practices charge for professional services rendered including itemised scale fees, statutory scales, task based fees, fixed fees and conditional fee arrangements which may include an uplift fee. These different methods of charging may result in different fees payable. This firm's professional fees charged will be as an amount calculated by reference to the amount of time spent attending to your matter. Our hourly charge rates are:

An hourly rate of:	\$550.00 (plus 10% GST) for a Principal.
An hourly rate of:	\$450.00 (plus 10% GST) for a Senior Associate.
An hourly rate of:	\$400.00 (plus 10% GST) for an Associate.
An hourly rate of:	\$375.00 (plus 10% GST) for a Senior Solicitor.
An hourly rate of:	\$350.00 (plus 10% GST) for a Solicitor.
An hourly rate of:	\$200.00 (plus 10% GST) for a Law Clerk/Para-legal.

Time will be charged in 6-minute intervals – with six minutes being the minimum interval recorded for professional services. For example, the time charged for an attendance of up to six minutes will be one unit and the time charged for an attendance between six and twelve minutes will be two units.

2.2 Fees for other items are:

Photocopying	\$0.75 per page (plus 10% GST)
Faxes	\$60.00 per attendance (plus 10% GST)
Document lodgement	\$60.00 per attendance (plus 10% GST)
Searches and other paralegal etc	\$50.00 per hour (plus 10% GST)
Secretarial and word processing	\$50.00 per hour (plus 10% GST)
Some computer services	\$50.00 per hour (plus 10% GST)
Clerical and accounting services	\$50.00 per hour (plus 10% GST)
General library services	\$50.00 per hour (plus 10% GST)

2.3 Expenses and disbursements are sums of money which this firm pays (or becomes liable to pay) to others on your behalf. These may include, for example:

- Search fees
- Enquiry fees
- Court and other filing fees
- Lodgement fees
- All government revenue charges (including stamp duty)
- Transaction specific banking charges
- Process servers and investigators
- Clinical records from hospitals
- Medical, experts' reports and/or other external consultants
- Witnesses fees and expenses
- Postage courier and messengers
- Transcripts charges
- Other law practice fees (including barrister's fees)
- Travel expenses and accommodation costs

This firm will inform you of these expenses and disbursements as well as any other payments required to be made, as soon as is reasonably practicable.

2.4 All rates, charges, expenses, etc in this document are GST exclusive unless otherwise stated to be inclusive of GST. You will pay us an additional amount on account of any GST which we are liable to pay as a result of any supply we make to you.

2.5 Scales of fees fixed by legislation that are applicable to the amounts to be charged pursuant to this Costs Agreement are:

Please see attached Supreme Court Schedule of Fees.

3. Estimate of your costs

The following estimate is based on the information available to this firm to date. It is an estimate, not a quotation and subject to change.

Professional fees estimated:

A. Resolved by Consent

Between \$2,000.00 and \$5,000.00 + GST

Expenses and distributions estimated between \$300.00 and \$600.00 + GST

B. Supreme Court Litigation (Proceed to recover possession and holding of mortgage auction and recovery of debt)

Supreme Court - Between \$10,000.00 and \$20,000.00 + GST

Expenses and distributions estimated between \$1,500.00 and \$3,000.00 + GST +

Barrister fees billed separately.

4. Billing, interest charges and contact person

4.1 Bills will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST at **monthly rests**.

4.2 If bills remain unpaid for 7 days of becoming due for payment, interest may be charged on the unpaid amount at a **benchmark rate being the rate prescribed by regulations under the *Legal Profession Act 2007* which is the rate that is equal to the Cash Rate Target, as defined by the regulations to the LPA, plus six percentage points as at the date of the bill.** In the event that you do not pay this firm's account the proposed costs agreement entitles the exercise of a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid.

4.3 You may contact our Mr Alfio Romano on 07 3236 3999 regarding your legal costs.

5. Substantial changes to disclosure

5.1 You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

6. Engagement of another law practice (e.g. barrister)

6.1 In the event that this legal practice engages on your behalf another law practice to provide specialist advice (e.g. a barrister) or services you will be advised.

7. Ending arrangements

7.1 You may end our engagement by written notice however you remain liable for the legal costs up until that time. If you do not pay monies in accordance with the costs agreement, this firm may suspend work and may cease acting for you.

7.2 We may terminate this Agreement and cease to act for you for lawful cause if you:

- (a) breach the Agreement;
- (b) require us to act unlawfully or unethically;
- (c) fails to give us adequate instructions;
- (d) indicate that you have lost confidence in us;
- (e) fail to pay for any accounts or to provide money to be paid into trust as may be required by us; or
- (f) lose legal capacity.

7.3 We will give to you reasonable notice of our intention to terminate this Agreement.

7.4 If this Agreement is terminated by us, we are entitled to all outstanding fees and costs up to the termination and will be entitled to retain possession of your file until payment of those fees and costs.

8. **Costs in court proceedings**

8.1 If court proceedings are taken on your behalf:

- the court may order that you pay another party's costs (for example, if you lose the case)
- the court may order the other party to pay your costs of the proceedings and, as a general rule, this will not be the whole of the legal costs you are liable to pay us

- in the event the court orders you to pay costs, the court ordered costs are payable by you to the other party in addition to the costs liable to be paid pursuant to the proposed costs agreement.

8.2 If you are successful in the litigation the following is the range of costs (inclusive of any GST amounts) that may be recovered from the other party:

The whole of your costs on a full indemnity basis based on your Deed of Loan.

8.3 If you are unsuccessful in the litigation the following is the range of costs (inclusive of any GST amounts) that may be recovered against you by the other party:

Between \$8,000.00 and \$15,000.00

8.4 If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter this firm will provide you with a reasonable estimate of my/our costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the costs you may have to pay the other party.

GRASSO SEARLES ROMANO

Per: *Grasso Searles Romano Lawyers*

Acknowledgement

I, Glenn Kunning
acknowledge that I have read and understood the contents of this Disclosure Notice.

Signed and accepted by: Glenn Kunning

Date 10-02-2022

CLIENT SERVICES AGREEMENT

(CSA)

Between: **Grasso Searles Romano Lawyers** ('us', 'we', 'our')

And: Glenn Kunning identified in the letter of engagement ('you', 'your')

1. Disclosure prior to entry into CSA

- (a) Before providing legal services to you and before you enter into this agreement, we are required to disclose certain information under the Legal Profession Act 2007 (Qld).
- (b) A disclosure notice was provided to you with this CSA and by signing this CSA you acknowledge receipt of the disclosure notice and confirm you have read and understood the information contained in it and agree that its terms form part of this agreement.

2. Offer and acceptance of CSA

- (a) This document is an offer to enter into an agreement with you regarding the legal services to be provided to you. If you accept this offer you will be regarded as having entered into a costs agreement with us. This means you will be bound by the terms and conditions set out in this CSA, including being billed in accordance with it.
- (b) Acceptance may be by:
 - (i) Signing and returning a copy of this document; or
 - (ii) Giving us instructions after receiving this document; or
 - (iii) Contacting us and advising of your acceptance, AND
 - (iv) Paying to us the up-front amount requested in the letter of engagement towards anticipated costs and outlays.
- (c) Failing to accept this offer within 30 days of the date of the disclosure notice accompanying this CSA may result in the withdrawal of our offer to act on your behalf.
- (d) The laws of Queensland will apply to this CSA.

3. Your instructions

- (a) Our letter of engagement sets out our instructions as we understand them. You must contact us immediately if we have misunderstood your instructions.
- (b) It is also important that you provide us with full and accurate instructions including all necessary documents and information that we request from you.

- (c) Where necessary, we will from time to time recommend that you seek the advice of other professionals in fields outside our expertise for example, accountants, surveyors, town planners, financial advisors, insurance brokers, etc.

4. Professional fees

- (a) Unless our letter of engagement stipulates a fixed fee for the work we will undertake, our professional fees will be calculated based on the time spent by our professional staff according to their hourly rates. Our current rates are set out in the letter of engagement.
- (b) Time charging may result in a higher or lower account than charging on the basis provided for in the relevant court scale (which is enclosed for your information). For some matters such as employment and workplace matters no relevant scale exists as costs are not recoverable from either party in that jurisdiction.
- (c) Time spent is recorded in 6-minute units (with time rounded up to the nearest unit of 6 minutes). Time spent can include internal conferences discussing your matter, drafting documents, reviewing documents, attending settlements, meetings and telephone attendances with you and with other parties, travelling and research time.
- (d) We may review our hourly rates from time to time and increase them depending on market conditions and other factors. We will provide you with reasonable notice of any fee increase and will not increase our rates more than once in any 12-month period.
- (e) All matters are also subject to an additional premium of between 10-30% of the value of the time recorded to your matter, described as 'care and consideration' which represents additional time spent researching, preparing and generally attending to your instructions which has not been specifically charged on a time-recorded basis. 'Care and consideration' may also reflect the complexity, novelty, or urgency of a particular matter.
- (f) If, within 14 days of receiving notice from us that our hourly rates are increasing, you do not notify us that the increases are unacceptable to you, you agree that you will be deemed to have accepted the increased rate and that rate will then apply from the date advised in our letter to you.
- (g) If you notify us that the fee increases are unacceptable, you or we may terminate this CSA (see clause 9).

5. Other expenses

- (a) In addition to our professional fees, you agree to pay all other expenses properly incurred by us.

- (b) These expenses will include costs we incur on your behalf or supply to you including photocopying, receiving facsimiles, sending facsimiles, travel expenses, file opening, and archive retrieval fees.
- (c) Other costs incurred on your behalf may include barrister's fees, courier fees, cost assessor's fees, consultant's fees, medical reports, stamp duty, postage, process servers and investigator's, agents fees including other lawyers, parking and accommodation, witness fees and transfer fees.
- (d) Unless otherwise stated, our estimated fees and expenses include GST, to the extent that it is applicable.

6. Accounts

- (a) Accounts will be issued monthly unless you and we agree otherwise.
- (b) Our accounts will show you the details of the work undertaken, the total cost to you and disbursements.
- (c) Our accounts are payable within 7 days of receipt, and, thereafter, we may charge you interest on the outstanding balance at a benchmark rate being the rate prescribed by regulations under the Legal Profession Act 2007 which is, the rate that is equal to the cash rate target, as defined by the regulations to the act, plus six percentage points as at the date of the bill (compounding monthly) until payment is received in full.
- (d) Although you may expect to be reimbursed by a third party for our fees and expenses, we do not have any recourse against third parties for that payment. Therefore, you must pay us as set out in this agreement even if payment to you by a third party is delayed or not received.
- (e) For litigation matters, if you are successful in your litigation, you might recover some of your fees and costs from the unsuccessful party. It is estimated that the amount recoverable would be between 60% and 75% of the fees and costs that you pay us.
- (f) If you are not successful in your litigation, you may be required to pay the successful parties fees and costs. These may be as much as or more than the fees you paid us, depending upon the successful party's solicitors charge out rates and the outlays they incurred (e.g. with respect to experts reports).
- (g) We may ask you for an advance payment on account of future fees and outlays to be incurred in the matter. We may decide not to commence or to continue work until the payment is received. If the amount requested is not paid by the required date, we may terminate this agreement under clause 9.

- (h) Where we hold monies in our trust account on your behalf, you authorise us to withdraw and apply those monies to pay our costs and expenses stated in an invoice and any accrued interest. In respect of this matter or any other matter where we act for you and costs and expenses are so owing.
- (i) We can retain your money, property and documents until all money due to us has been paid (including after this agreement terminates) to the extent permitted by law. This right is called a 'solicitor's lien' and survives any bankruptcy or liquidation.

7. Conflicts of interest

- (a) Upon opening each new file, we undertake internal searches to determine whether we may have a conflict of interest, that is, to determine whether we have acted or are currently acting for the other party to your matter.
- (b) If we discover a conflict, we may need to terminate this agreement under clause 9.
- (c) You agree that we need not disclose to you any information that we acquire in the course of acting for our other clients (including information contained in conflict searches conducted on behalf of those clients).

8. Engagement of another law practice (e.g. a barrister)

- (a) We will inform you and, where practical, take into account your wishes if we engage another law practice or practitioner to provide specialist advice (e.g. a barrister), expert witness, or other agent to provide services on your behalf. You must pay upon demand all agents, experts or other third party fees that are billed to us. If the advocate, expert, or agent provides us with fee disclosures or the basis of fee calculation, we will pass this information on to you. If we become liable to pay interest on any third party's fees as a consequence of delay on your part, we will pass that charge on to you.
- (b) As a matter of public policy, the law provides immunity from suit in relation to advocacy. Nothing in this agreement affects an advocate's immunity from suit in relation to any advocacy conducted on your behalf.

9. Termination of this agreement

- (a) You may terminate this agreement at any time and for any reason by giving us written notice.
- (b) We may terminate this agreement by giving you written notice for just cause or if you:
 - (i) Do not provide us with adequate instructions
 - (ii) Refuse to act in accordance with our advice

- (iii) Breach this agreement
 - (iv) Instruct us to act unlawfully or unethically
 - (v) Fail to co-operate fully in the conduct of your matter
 - (vi) Indicate that you have lost confidence in us
 - (vii) Fail to pay any accounts or to provide money to be paid into trust as required under this agreement in relation to this matter or any other matters we are conducting on your behalf
 - (viii) Lose legal capacity to instruct us
 - (ix) Do not accept any increase in fees advised to you
 - (x) Are informed by us that we have a conflict of interest and can no longer act on your behalf.
- (c) We will give you written notice of our intention to terminate this agreement.
- (d) Upon termination of this CSA for any reason we are entitled to payment of all outstanding fees and costs up to the termination and any interest accrued and to a solicitor's lien (described above) on all documents and trust money will there is money owing to us after the CSA is terminated.

10. Retention of your documents

- (a) We will, on completion of your matter, retain any papers to which you are entitled, but choose to leave in our possession (except documents deposited in safe custody) for no more than seven (7) years and on the basis that we have your authority to destroy the file seven (7) years after the date of our final account is rendered to you in the relevant matter.
- (b) The law says that not all documents on our file will be your client documents, including some file notes, working papers, accounts and internal emails, which will belong to us.
- (c) Where permitted by law, we may elect to hold some or all of your client documents solely in electronic form. We will keep your client documents, relating to the legal work we perform for you, for seven (7) years after the engagement has ended or has been terminated. After this time, we may destroy them without contacting you again.
- (d) At the conclusion of the legal work which we perform for you, or where our engagement is terminated, you may request your client documents from us at no charge. If you do make such a request, they will be provided to you within a reasonable timeframe. This will end our obligation to keep your client documents.
- (e) You agree that we may also retain copies of your client documents, for our own regulatory, insurance and other reasonable internal purposes.

- (f) Were your client documents are held by us in electronic form, only electronic copies of them will be provided to you. Those copies will be provided in a reasonable electronic format, usually the same format in which we hold them.
- (g) No software or equipment will be provided to you to enable you to view or access your electronic client documents. Electronic documents may be provided to you solely in a “read only” format, unless it was part of our engagement that they be provided in a form which permits editing or modification by you. While we take reasonable measures against malware, viruses or other harmful code, to the extent the law permits, no warranty is given that the electronic documents will be free from these. We recommend that you use a reputable security program at all times.
- (h) We may choose to make your electronic documents available to you for a limited time via a file sharing platform so that you can download them, if we consider this to be reasonable. While this would be at no charge to you, please be aware that you may incur data charges associated with the download for which we will not be liable. We accept no liability for any loss you may suffer as a result of your use of that service.

11. Privacy and direct marketing

- (a) Personal information about you is protected under the Privacy Amendment (Private Sector) Act 2000. Disclosure of such information may be compelled by law (e.g. under the Social Security Act). You authorise us to collect information about you and to disclose that information to others if necessary in furtherance of your matter (e.g. within the law practice, to the court, the other party to any litigation, to barristers etc).
- (b) You consent to our use of your contact details to maintain a professional relationship with you and to provide legal updates and other information that we think may be of interest to you by telephone, facsimile, email, or direct mail. You may ask us not to send direct marketing materials by contacting us on (07) 3236 3999 or by email at email@gsrlawyers.com.au.

12. Complaints

- (a) Please raise any concern or problem with the lawyer handling your matter. If your concern is not resolved at that level, you should immediately direct the complaint to the senior partner.
- (b) If we are unable to resolve your complaint, you may obtain the assistance of the Queensland Law Society on telephone (07) 3842 5888.

13. Trust account authority

In accordance with the requirements of section 249(1)(b) of the Legal Profession Act 2007, you authorise Grasso Searles Romano Lawyers to transfer from our trust account to our general account or to any other trust account (held on your behalf), any monies relating to professional fees, statutory charges, and other outlays incurred on your behalf in relation to the file the subject of this CSA, or any other matter where Grasso Searles Romano Lawyers act on your behalf.

14. Acknowledgement & agreement

I acknowledge that I have read and understood the contents of this CSA and agree to its terms.

Grasso Searles Romano Lawyers

Signed and offered by: Grasso Searles Romano Lawyers

Date 10-02-2022

Signed and accepted by: Glenn Kunning

Date 10-02-2022