

## **TERMS OF RETAINER PLAN**

**Mok & Co., Solicitors** (“we”, “our” or “us”) acknowledges receipt of (a) your acceptance to enter into this retainer agreement with us applicable to the Free or Paid Retainer Plain(s) available at our Website, and (b) your agreement to be bound by the terms and conditions hereof. If our understanding is incorrect, please notify us at once in writing by email to info@mokco.com.hk. The terms and conditions of this retainer agreement are set out below.

### **1. Scope of Work**

- (a) The scope of our work is to take instructions from you or your authorized representatives to provide you with the retainer solicitors’ services under Hong Kong law in the scope you have selected in our Website for the period you have also selected in our Website.
- (b) For the avoidance of doubt, all regulators’ and law enforcement agencies’ related on-site audit inspection and investigation (whether with search warrant or not), licensing applications of all kind and nature, different language translation services, civil and criminal litigation services (including, but not limited to, liquidation and bankruptcy services, and separate engagement with counsels and barristers’ services) are expressly excluded from the scope of work set out in this retainer agreement which will be subject to separate fee quotation and collection of additional or other ad hoc legal fees.

### **2. Legal Fees**

- (a) Our charges comprise two elements, namely, professional fees and disbursements. Our professional fees for carrying out the scope of work set out in Paragraph 1(a) above shall be charged at a mutually agreed fixed solicitors’ fees (non-refundable, excluding all disbursements, if any) in the sum as specified in our Website (i.e. a special offer) payable in full to us upon signing this retainer agreement.
- (b) Any amount of the fees referred to in Paragraph 2(a) above and/or Paragraph 2(c) below and other disbursements (if any) payable hereunder shall be paid by you to us by way of credit card and/or Paypal payment as specified in our Website.
- (c) Please note that the fees as stated in Paragraphs 2(a) and/or 2(b) above shall exclude any and all disbursements which would cover our actual and reasonable out-of-pocket expenses, including, but not limited to, all barristers’ fees, land search fee, company search and filing fees, stamp duty, long distance calls and facsimiles, photocopying, overseas traveling, and courier fees (if necessary). We shall charge separately for translation services and we can give specific quotes if required.

### **3. Outside Scope of Work and Costs on Account**

If you wish us to provide any services outside the scope of work set out in Paragraph 1(a) above, we will discuss in good faith with you in advance for our fee quotation and we will first collect our agreed fixed fee in full or a mutually agreed amount of deposits (i.e. costs on account) upfront from you and then time-charge our services. Save as specifically agreed, if we time-charge our services, we will apply our firm’s hourly rates which vary according to the seniority and experience of the lawyers, paralegals, and the relevant persons involved. Currently, the standard hourly rates of our solicitor and of our paralegal working on this matter are HK\$5,000 and HK\$1,000 respectively. These rates are adjusted periodically, normally with effect from 1<sup>st</sup> January each year.

**4. Responsibility for Work**

The Principal of our firm with ultimate responsibility of all matters contemplated in this retainer agreement shall be Mr. Thomas Mok. He may handle the matter himself or designate appropriate lawyers and paralegals or persons in our firm to render our services for the matters contemplated in this retainer agreement, depending on the complexities of the issues involved and availability of resources.

**5. Internet Communications**

In the course of our firm acting for you, we may from time to time communicate with you and/or your authorized subordinates by email and/or electronically via the Internet. However, the electronic transmission of information via email or other means cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, while we will use reasonable procedures to make sure that our message, correspondence and/or advice would reach you safely and in confidence and to check for the then most commonly known viruses before sending information electronically, we shall not have or incur any liability to you arising out of or in connection with the electronic communication of any information to you and/or your authorized subordinates.

**6. Conflicts of Interest: Confidentiality**

From time to time, we may represent other clients in the same industry or related industries. We will not act for another client against you in any matter if we have previously acted for you in relation to that matter, or if in the course of acting for you, we have obtained relevant confidential information. We will keep your affairs confidential, except, of course, to the extent that disclosure of your affairs is made with your approval or otherwise is or will be contemplated in connection with the above transaction. We may, in appropriate circumstances, share information with other branch offices of our firm or your appointed lawyers, sponsors and their appointed lawyers, if applicable, who are also bound by an obligation of confidentiality.

**7. Ownership and Storage of Materials**

On completion of this matter and upon request, we will return to you all original documents and materials given to us by you for the purpose of dealing with this matter. However, all materials produced by us in the course of dealing with this matter will remain our property and will be retained by us for such period as we consider necessary. Unless otherwise agreed, we shall own the copyright in any documents produced by us in the course of handling this matter. All original documents (e.g. agreements, guarantees and deeds) will, unless otherwise agreed, be returned to you upon request when all our bills have been paid in full.

**8. Termination**

(a) Save as otherwise mutually agreed, you shall not terminate your relationship with us in any circumstances. If you terminate your relationship with us with our written consent, we will charge for all of our work incurred and carried out up to the time of termination and for all related costs and disbursements incurred or to be incurred by us. If we time-charge our services, our costs depend on the amount of time and work we have spent on carrying out the work for you. In terms of our hourly rates, they vary according to the seniority and experience of the lawyers, paralegals and the relevant persons involved. Currently, the hourly rates of our solicitor and paralegal working on this matter are HK\$5,000.00 and HK\$1,000.00, respectively. These rates are adjusted periodically, normally with effect from 1<sup>st</sup> January each year.

- (b) We shall have a lien (i.e. we shall be entitled to retain) over all documents, monies and any other items held by us for you until payment of our bills in full.
- (c) Notwithstanding anything stated in this retainer agreement to the contrary, we shall be entitled in our sole and absolute discretion to terminate our relationship with you in certain circumstances, including but without limitation, your failure to provide us with instructions, pay our bills for professional fees or disbursements when required or pay money on account of profit costs and disbursements. We may also terminate the relationship in situation where we cannot continue to act for you without being in breach of the rules of professional conduct applicable to solicitors in Hong Kong or where there is a serious breakdown in confidence between us.
- (d) In the event of our relationship being terminated, you shall be responsible for all our costs and expenses incurred up to the date of termination together with any further costs and expenses incurred by us in transferring the files to any other advisors.

**9. Governing Law and Jurisdiction**

This retainer agreement is governed by and shall be construed in accordance with the laws of Hong Kong. The parties hereto irrevocably agree to submit to the non-exclusive jurisdiction of the Hong Kong courts for determining any dispute or matter arising from or relating to this retainer agreement.

**10. Entire Agreement and Commencement**

This retainer agreement shall constitute the entire agreement and understanding between the parties hereto with respect to the subject matter herein.