AMG 9573a AMG Letter to Registry of the High Court of Hong Kong 17.05.2026

This is the exhibit marked AMG 9573a
as referred to in the ~~Affirmation /~~
Affidavit / ~~Statutory Declaration~~ of
SCOTT CAMERON MITCHELL
made on 11 JUN 2026
Before me,

WONG Chi Wai
Notary Public, Hong Kong
Off. A, E & F, 21/F, Yardley Comm. Bldg.
3 Connaught Road West, Hong Kong.
T:+852 3748 3422 E:calvin@clylawyers.com

WONG Chi Wai NOTARY PUBLIC HONG KONG

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WONG Chi Wai NOTARY PUBLIC HONG KONG

Sunday, 17 May 2026

Andrew Morton Garrett
Unit 3 / 11 Harvey Street
Nailsworth, South Australia 5083
Australia
Tel: +61 450 831 708 / +61 419 371 372
Fax: +61 2 836 05046
Email: andrew.garrett@oenoviva-capital-resources.com

By international courier.
The Registrar
High Court Registry
Court of First Instance of the High Court
High Court Building
38 Queensway
Hong Kong
Tel: +852 2825 4686
Fax: +852 2524 2034
Email: enquiry@judiciary.hk

Dear Registrar,

AMG 9573a: re Proposed Order 53 / Form 86 application for leave to apply for judicial review - New Capital Investment Entrant Scheme - Transaction Reference IHK0010JMCKT9T09 - Request for filing / procedural direction and e-filing registration information

I respectfully submit this complete hard-copy bundle for filing, or alternatively for Registry direction as to filing, as a proposed application under Order 53 of the Rules of the High Court, Cap. 4A, by Form 86 for leave to apply for judicial review.

I refer to the High Court letter dated 9 January 2025 in HCMP 1855/2022 (**Annexure 1**), which stated that previous faxed materials were incomplete and that, in view of volume, the materials may be re-submitted to the Court by post. I have therefore sent the present bundle by courier rather than attempting to rely on fax or email alone.

The present bundle is not intended to be correspondence only. It is submitted under proper procedural discipline as a proposed Order 53 / Form 86 application, with supporting affidavit, draft orders sought, outline submissions and schedules. I respectfully request that the Registry process the filing if it is in proper form, or identify any procedural deficiency that must be corrected.

I am currently an overseas self-represented applicant. Please also confirm whether I may register to file electronically in the Court of First Instance / Constitutional and Administrative Law List, and if so please provide the registration procedure, account form, identity-verification requirements, payment method, document-format requirements, file-size limits and any other applicable requirements.

Number of copies / sealed office copy

Because I am filing from overseas and the 9 January 2025 letter did not specify the required number of hard copies, I have enclosed one complete original hard-copy filing bundle and one duplicate copy bundle marked as a copy for sealing / return if accepted. If the Registry requires a different number of copies, or requires any particular form of backing sheet, index, pagination, binding, fee payment, or service copy, please notify me as soon as possible.

Proposed Respondent and 1st Interested Party

The proposed Respondent is the Director-General of Investment Promotion. The proposed 1st Interested Party is the Director of Immigration. I intend to serve the proposed Respondent and the proposed 1st Interested Party with the documents as required, and request any Registry direction as to timing, method, or whether service should await issue / sealing or leave directions and in particular refer to the Number of Proposed Interested Parties identified in Schedules 1, 2 and 3 in which regard I see directions as to method of service.

Documents enclosed

- Form 86 - Notice of Application for Leave to Apply for Judicial Review, with Schedules 1, 2 and 3;
- Affidavit of Andrew Morton Garrett;
- Orders Sought / Draft Minutes of Order;
- Outline of Submissions;
- Index / schedule of principal materials relied upon or referred to will be provided by the proposed 1st Respondent as it relates to the relevant decision making process; and

Request

1. confirm whether the enclosed documents may be filed as presented;
2. confirm the correct filing fee and acceptable payment method for an overseas self-represented applicant;
3. confirm whether the duplicate copy bundle will be sealed / returned, or whether only one hard copy is required for service electronically on the proposed 1st – XX interested parties;
4. confirm whether additional hard-copy sets are required for the Court or for service;
5. confirm whether I may register for electronic filing and provide the registration details; and
6. confirm any further procedural step required for this proposed Order 53 / Form 86 application.

It is my intention to travel to Hong Kong to assist the court in person and note I had previously engaged Rubicon Law domiciled in Gold Coast, Australia for the purposes of identifying local counsel and provide a copy of the relevant executed costs disclosure agreement (**Annexure 2**).

Having paid all fees requested to that firm on the 5th March 2026 I received a letter dated 19th February 2026 advising that firm could no longer assist in breach of the retainer agreement, it will be necessary for the files of that firm to be transferred to Hong Kong to ascertain whether there was interference by external 3rd Parties in that due process in breach of the laws identified on the cover page of the application.

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DYNAMIC CAPITAL BANK

OENOVIVA

PRIVATE GOLD RESERVE BANK

I respectfully request that any response be sent by email to andrew.garrett@oenoviva-capital-resources.com and, if necessary, by fax to +61 2 836 05046.

Yours faithfully,

Signature: ________________________________

Name / Title: ANDREW MORTON GARRETT: Global Chairman/ Managing Trustee of the Boards of Trustees of the Andrew Garrett Family Irrevocable Living Trust trading as OenoViva Capital Resources (Global) and the Better World Future Fund (Global) ,

Enclosures: as above

Cc: Director-General of Investment Promotion; Director of Immigration (upon service / as appropriate)

CC: The Director-General of Investment Promotion (DGIP)-Proposed Respondent
Invest Hong Kong / New Capital Investment Entrant Scheme Office
The Government of the Hong Kong Special Administrative Region,
5th Floor, Revenue Tower,
5Gloucester Road, Wan Chai,
Hong Kong, Peoples Republic of China.
By email: newcies@investhk.gov.hk

CC: The Director of Immigration (DI)- Interested Party
The Government of the Hong Kong Special Administrative Region,
Immigration Headquarters
61 Po Yap Road,
Tseung Kwan O, New Territories,
Hong Kong
Direct telephone: (852) 2829 3831
Email: cies@immd.gov.hk

CC

- Jenne Marie Garrett-Esch, Global CEO/ Global COO of The Andrew Garrett Family Irrevocable Living Trust ("TAGFILT") trading as OenoViva Capital Resources ("OVCR"), CEO Carbonhelix. Valiant LLC and Raw and Co LLC as Joint Trustees of TAGFILT
  Email; jenne.garrett-esch@oenoviva-capital-resources.com
- Scott Cameron Mitchell, CEO Australian Wine Supply Limited; Creative Impact Pty Ltd, Joint Trustees of TAGFILT trading as OenoViva (Hong Kong) and OenoViva (Global)
  Email;scott.mitchell@oenoviva-capital-resources.com ; scott@impactcreative.com.au
- Paul Deverall Rigby, Global Chief Financial Officer of TAGFILT, CEO of MOH Services Limited (India) and MOH Services Limited (Northern Ireland) as Joint Trustees of TAGFILT
  Email; cfo.global@oenoviva-capital-resources.com
- Joe Mann, CEO of One World Bancorp Inc as issuer of Medium-Term Notes (MTNs) in favour of constructive Trustee Aurian Investments Limited and as invitee of his entities to join

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DYNAMIC CAPITAL BANK

OENOVIVA

PRIVATE GOLD RESERVE BANK

the Global Board of Trustees of The Private Gold Reserve Bank Treasury Working Capital Trust, the Better World Future Fund (BWFF) and TAGFILT.
Email; jmann@oneworldbancorp.com

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司 法 機 構
JUDICIARY

高等法院 The High Court

電 話 Tel: 2825 4686
傳 真 Fax: 2524 2034
本函檔號 Our Ref.: HCMP 1855/2022
來函檔號 Your Ref.:

9 January 2025

Andrew Morton Garrett

Unit 3/11 Harvey Street Nailsworth
South Australia, 5083,
Australia

Dear Sir/Madam,

Re: Letters dated 19 and 20 December 2024 in HCMP 1855/2022

I refer to the letter from the Applicant dated 19 and 20 December 2024 for the captioned case. Master S. P. Yip has made the following decision/direction on 9 January 2025:-

"1. Your various letters dated 19 and 20 December 2024 sent by facsimile to "High Court of Hong Kong" regarding HCMP no. 1185 of 2022 are referred . They were all incomplete. You may re-submit the letter(s), if you so wish, to this court by post in view of the volume thereof.

2. Paragraph 2 of the Direction(s) dated 12 September 2023 (the "Direction") which has been reiterated on 20 September 2023 is now brought to your kind attention again. Unless the steps prescribed under paragraph 1 of the Direction have been complied with, the Court will not further process your application.

3. Regarding those partially identified issue(s) raised in your letters (eg. To take Judicial Notice, for security for costs are for "correspondence of the applicant copied or alternatively addressed to the Court registry at enquiry@judiciary.hk be read as plain English and is admitted into evidence in this proceeding"), paragraph 53 of the Reasons for Judgment of the Court of Appeal of the High Court of the Hong Kong Special Administrative Region ("HKSAR") in the case of *AXA China Region Insurance Company Limited v Leong Fong Cheng* (unreported, 28 October 2016) stated that the court will generally not accept applications made by letter. Therefore, the court will not deal with the application made by the applicant by letter. Please take out your intended application(s) under proper procedural discipline accordingly.

香港金鐘道38號 38 Queensway, Hong Kong

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4. If necessary, applicant may seek independent legal advice and/or seek assistance confining to procedural matters only from our "Resource Centre for Unrepresented Litigants" located in Room LG105, Lower Ground 1st Floor, the High Court Building, 38 Queensway, HKSAR."

Mr. K. Tsui
Clerk to Master S. P. Yip

WONG Chi Wai
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HONG KONG

RUBICONLAW
The Human Element in Law

ANNEXURE 2

QLD T+617 5575 8011
qld@rubiconlaw.com.au
Brisbane
Plumridge House Lvl 2,
suite 8, 36 Agnes St,
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Gold Coast
Lvl 1 235 Varsity Parade
Varsity Lakes QLD 4227
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Perth WA 6000
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www.conveyancingsolicitors.com.au
www.cryptocurrencysolicitors.com.au
A.B.N 53 619 220 272

Our Ref: 2025/11803

21 November 2025

Andrew Morton Garrett atf Andrew Garrett Family Irrevocable Living Trust T/A OenoViva Capital Resources
unit 3/11 Harvey Street
Nailsworth SA 5083

By email: andrew.garrett@oenoviva-capital-resources.com

Dear Andrew

LEGAL ADVICE RE INTERNATIONAL COMPANY TRANSACTIONS

We confirm instructions for our firm to act for you with respect to the above matter.

We confirm your initial instructions are for our firm to:

General retainer agreement for legal advice for the company as required charged at our hourly rate as described in our cost agreement.

Funds Required in Trust

As explained, our firm's policy is to require money in trust on account of future fees and disbursements. Any funds remaining in trust after the completion of your matter will be refunded to you.

For our firm to proceed with your initial instructions we will require the amount of **$11,000** to be deposited in the Rubicon Law Trust Account, to be held in trust.

Please find **enclosed** instructions of how to make this payment into the Rubicon Law Trust Account via RapidPay. Please advise our office when you have deposited the funds into our Trust Account.

Rubicon Law has a strict Cyber Security Policy. If you are paying directly into our Trust Account, you must call us to verbally confirm our trust account details PRIOR to transferring money to us.

Legal Costs

Please find **enclosed** our firm's Costs Agreement and Disclosure Notice ("**Costs Agreement**") in accordance with the *Legal Profession Act 2007* (Qld).

Set out in the Costs Agreement is information that we are required to disclose to you under the *Legal Profession Act 2007* (Qld). The Costs Agreement describes the basis upon which we propose that you engage us and please ensure that you have carefully read and understood the terms of the Costs Agreement.

The Costs Agreement is a lengthy document and can be confusing, so if you wish to discuss or clarify the terms of the document with us, please do not hesitate to phone us. The purpose of this document is to protect your interests and ensure that all relevant matters are clear at the beginning of our arrangement to avoid the possibility of confusion or dispute later on.

As strange as it may sound, we must point out that you have the right to seek legal advice before entering into this Costs Agreement.

Once you are satisfied with the terms of the Costs Agreement, please sign, date and return the same to our office.

Thank you for your instructions in relation to this matter.

Should you have any queries regarding the Costs Agreement or any other matter, please do not hesitate to contact our office.

Yours faithfully,
Rubicon Law Pty Ltd

Cliff Savala
Managing Partner
Direct Email: cliff.savala@rubiconlaw.com.au

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www.conveyancingsolicitors.com.au
www.cryptocurrencysolicitors.com.au
A.B.N 53 619 220 272

Our Ref: 2025/11803

To: Andrew Morton Garrett atf Andrew Garrett Family Irrevocable Living Trust T/A OenoViva Capital Resources
3/11 Harvey Street
Nailsworth SA 5083

COSTS AGREEMENT and DISCLOSURE NOTICE

Legal Profession Act 2007 (Qld)

MATTER: LEGAL ADVICE RE INTERNATIONAL COMPANY TRANSACTIONS

1. Offer

1.1 This document is an offer to enter into a legal Costs Agreement with you and provides with it our Disclosure Notice and trust authority.

1.2 In this document, "We" are Rubicon Law Pty Ltd and "You" are the person who has asked us to do legal work and to whom this offer is being made. "You" includes, jointly and severally, each person who has accepted this Agreement (other than us or a person accepting specifically as guarantor) and each person (including a corporation) for whom one or more of the persons who have accepted this Agreement have signing authority and in respect of whom you ask us to do work. *For example, if you accept this Agreement, then ask us to do work for a company of which you are a director, that company is a party to, and bound by, this Agreement.*

2. Acceptance of this Offer

2.1 This offer may be accepted in writing or by other conduct. Steps that you may take to accept this offer:

a) sign and send us a written acceptance; or
b) tell us that you accept the offer (including via telephone, email or facsimile); or
c) pay to us an amount we ask you for in a request we make with, or after, this offer; or
d) instruct us (including verbal instructions) to do work for you after we have sent you this offer.

2.2 The terms of the legal Costs Agreement that we offer to enter into with you are set out in the following pages of this document. You should also consider any disclosures that we have made to you prior to or with this offer. The law of Queensland applies to legal costs in relation to your matter.

2.3 We will provide you with the legal services performed with professional skill and diligence that are set out in this document and will keep you informed of the progress of the matter.

2.4 You must:

a) provide us with timely, accurate and proper instructions, including all documents and other records relevant to the provided services;
b) act reasonably and take reasonable care to protect your own interests in respect to the matters the subject of this document;
c) satisfy yourself as to the commercial viability of transactions (if any); and
d) where relevant, investigate the bona fides of the other parties to the transaction, checking all financial matters and assessing the commercial soundness of the transactions.

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3. Legal Fees – Your Rights

3.1 You have the right to:

a) negotiate a Costs Agreement with us;
b) receive a bill of costs from us;
c) request an itemised bill after you receive a lump sum bill from us;
d) request written reports about the progress of your matter and the costs incurred in your matter;
e) apply for costs to be assessed within twelve (12) months if you are unhappy with our costs;
f) apply for the Costs Agreement to be set aside;
g) accept or reject any offer we make for an interstate costs law to apply to your matter;
h) notify us that you require an interstate costs law to apply to your matter; and
i) be notified of any substantial change in the matters disclosed in this notice.

3.2 This Costs Agreement and Disclosure Notice provides you with information about our legal services, the cost of those services and your rights.

3.3 The law of Queensland will apply to our Costs Agreement. You have the right to enter into a Costs Agreement with us on the basis that a similar law of another state or territory is applicable for example where our services are being primarily provided in another state or territory 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.

3.4 If you dispute your legal costs, you have the right under the *Legal Profession Act 2007* (Qld) ("**the Act**") to:

a) apply for a costs assessment within twelve (12) months of delivery of an account 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 Act; or
b) apply to set aside the Costs Agreement within six (6) years or other times as the law permits.

3.5 This law practice is an incorporated practice and we advise that all legal services to be provided under this Agreement will be provided by an Australian Legal Practitioner.

4. How this Firm Charges

4.1 There are 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.

4.2 Our firm's professional fees charged will be as:

a) an amount calculated by reference to the amount of time spent attending to your matter. Our hourly charge rates, including GST, are between \$650 and \$1,200 for a Partner, between \$500 and \$800 for Special Counsel, between \$500 and \$700 for Associate/Senior Associate, between \$350 and \$600 for Solicitor/ Senior Solicitor, between \$250 and \$450 for a Paralegal or Law Graduate and between \$150 and \$250 for a Legal Assistant;
b) time will be charged in 6 minute intervals or part thereof with 6 minutes being the minimum interval recorded for professional services. For example, the time charged for an attendance of up to 6 minutes will be one unit and the time charged for an attendance between 7 and 12 minutes will be 2 units;
c) if you are charged lump sum fees and this Agreement is terminated by you or on a permitted ground by this law practice, you will be required to pay the professional fees, charges, disbursements and outlays up to the date of termination.

4.3 Fees for other items including expenses and disbursements may include:

Search/enquiry fees	Court & other filing fees
Transaction specific bank fees	Witness fees & expenses
Government revenue charges	Travel & accommodation

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Process servers/investigators	Transcript charges
Medical & other expert reports	Other law practice fees
Clinical records	Postage and couriers
External consultants	Lodgement fees
Agent fees	Faxes $5.00 first page | $2.00/ subsequent page
Parking and vehicle transfer fees	Court attendance charged at lawyer's hourly rate
Travel time at lawyer hourly rate	General Admin is 5% of Professional Costs/invoice
Barrister fees	Foreign Exchange Administration Fee $250.00
Photocopying & Printing B/W 50c/page	Trust Administration fee $250.00
Photocopying & Printing Colour $1.00/page	Mobile phone calls $3.00 /min
Digital storage devices and USB's	Folders and binding material

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

4.4 From time to time we review our hourly rates for professional fees, charges and expenses and we may increase or change them depending on market conditions and other factors. We may increase our rates, charges and expenses upon the provision of seven (7) days' notice (**Increase Notice**). Unless you notify us in writing that you do not agree to such increases, any notified increase will take effect from the date specified in our Increase Notice.

4.5 All rates, charges, expenses, etc in this document exclude GST at the rate of 10% unless otherwise specified.

4.6 Our base unit of currency is Australian Dollars. Although we may accept payment in other forms of currency, our prevailing costs are in AUD including cost estimates, disbursements and invoices issued unless otherwise specified.

4.7 However, we also accept payment in: 4.5 Bitcoin (BTC) – if you wish to make payment of your invoice using Bitcoin, the standard conversion rate available on BTC markets plus or minus 10% will apply. Payment by BTC is to be made to this wallet.

5. Estimate of Your Costs

5.1 **Scope of instructions:**

General retainer agreement for legal advice for the company as required charged at our hourly rate as described in this cost agreement.

5.2 These estimates are made on the information available at this time and the estimates may change when more information is available to us. The major factors which will affect the estimates are:

a) changes to your instructions over the course of your matter;
b) changes in the scope and complexity of work necessary to carry out those instructions;
c) the willingness of other parties to come to terms and the actions they take;
d) whether we must undertake legal research on your behalf;
e) the time it takes to complete your matter; and
f) other unforeseen circumstances.

5.3 Our scope of work excludes:

a) providing advice on non-legal topics such as financial and accounting issues, and taxation advice unless expressly agreed with us. If you do require financial advice, we strongly suggest you seek the advice of a qualified third party;

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b) providing advice on the compliance of your conduct and your transaction with laws and regulations relating to self-managed superannuation funds unless specifically agreed with us; and/or
c) carrying out and/or providing advice on due diligence enquiries related to this transaction (including but not limited to the appropriate enquiries, the results of your enquiries or the commercial viability of your transaction based on the results of your enquiries) unless specifically agreed with us.

6. Trust Funds

6.1 It is this firm's policy to hold payment in advance. In this event, the money will be held in trust and you will be advised how it is used. You hereby authorise this firm to draw on the money for expenses, third party payments and professional fees as they become due.

6.2 Under the terms and conditions of this Agreement, the invoiced total will be paid from funds held in trust, upon issue of any invoice, in accordance with the Trust Account Authority at clause 21 of this Agreement.

6.3 **$11,000.00** to be held in trust until invoiced for work undertaken on your behalf. Rubicon Law has a strict Cyber Security Policy. If you are paying directly into our Trust Account, you must call us to verbally confirm our trust account details PRIOR to transferring money to us.

6.4 To transact in Bitcoin (**BTC**) we require BTC to be held in trust in AUD at the standard conversion rate available on BTC markets plus or minus 10% until the closure of your matter (whereby it will be returned to you in either AUD or BTC again at the standard conversion rate available on BTC markets plus or minus 10%).

6.5 To transact in USD we will provide you with an amount in USD to be transferred into our USD Trust Account. Once received we will then transfer the funds to AUD at the applicable rate at the time of transfer and hold in our AUD Trust Account. After completion of your matter, any remaining funds will be remitted back to your account.

7. Bills, Interest Charges and Contact Person

7.1 Bills will be sent to you containing information of professional fees, other charges, disbursements and expenses and GST at weekly intervals or less frequently by prior arrangement only.

7.2 For the purpose of this Agreement you will be deemed to have received our bill if it is:

a) given to you or to your agent personally – on the day it is given to you;
b) sent to you at the address above or to your agent by post then – within two (2) days of posting; or
c) provided to you through electronic communication such as email – on the day it is sent.

7.3 If you fail to pay our accounts, the Costs Agreement entitles us to exercise a solicitor's lien. The lien allows us to retain all your documents and funds in trust until the account is paid. We may also charge interest at a benchmark rate being the rate prescribed under section 59(3) of the *Civil Proceedings Act 2011* (Qld) as at the date of the bill, compounding monthly, on any amount that remains unpaid for seven (7) days after becoming due for payment.

7.4 You may contact Ms Naomi Perry, Corporate Manager of Rubicon Law Pty Ltd with any concerns regarding your legal costs.

8. Substantial Changes to Disclosure

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

9. Delayed Payment of our Fees

9.1 Usually, if you do not pay our accounts within our seven (7) day trading terms, we will cease performing work for you until your outstanding accounts are paid and any sum we have requested from you as security for future fees and costs has been paid to our Trust Account. We may also take enforcement action against you.

9.2 We may agree, at your request, to act for you, or to keep acting for you, even though you are unable to pay our fees within our seven (7) day trading terms. We will tell you if we agree to continue acting on delayed or deferred payment basis. Any approval of a delayed payment arrangement is entirely at our sole discretion. We may impose

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terms and conditions to our agreement, including requiring additional security for our fees before approving an arrangement. We will advise you those terms at the time and it will be your decision whether you are willing to proceed on that basis.

9.3 In addition to any specific terms we may impose as a condition of agreeing to a deferral of payment of our fees, the terms of any agreement we have with you for deferral of our fees including:

a) an uplift of 20% will apply to our charge rates for work performed under a deferred payment arrangement. This uplift is warranted as you are asking us to take a risk in allowing you credit and to act for you outside our usual trading terms of seven (7) day payment of invoices. All estimates we have given you as to the expected cost of the work will be treated as having been those estimates increased by 20%;

b) our discretion is ongoing. If we decide that we do not wish to continue to act on a deferred payment basis we will inform you, and you will need to make alternate arrangements for the payment of our fees. *You must pay your outstanding account immediately if you receive substantial additional liquid funds (whether or not expected, and whether or not related to the work we are doing for you). For example: an inheritance, sale proceeds of an asset, an insurance payout;*

c) expenses are not included. We will not pay expenses for you and we will not incur liability for expenses without sufficient funds in our Trust Account, or other security we consider sufficient, to ensure payment of that expense. In particular, if a barrister (counsel) is required to be engaged, we will not engage counsel on your behalf without sufficient security to ensure that counsel's fees can be paid;

d) this is not a conditional Costs Agreement. You must pay for the legal services we provide under this Agreement irrespective of the outcome. Our accounts will still be issued to you progressively as the work is done and interest will accrue on the outstanding balance until the accounts are paid; and

e) if our retainer is terminated then our agreement to accept deferral of payment of our fees comes to an end and you must pay the full amount you owe for all of the work we have done for you.

10. Security for Fees and Expenses

10.1 You agree that we are entitled to a lien over all funds held for you in our Trust Account and the proceeds of any judgment you obtain, or settlement you achieve in respect of any court proceedings conducted (whether or not to conclusion and whether or not you engage other solicitors for all or part of those proceedings) by us on your behalf in the amount of our fees and expenses calculated in accordance with this Agreement (whether or not a bill has issued to you).

10.2 You agree that our lien gives us an equitable interest in any real or personal property and all choses in action, awarded to you in any judgment, or agreement reached in the proceedings.

10.3 You acknowledge and hereby grant us a security interest over all legal and beneficial interest of any and all personal property owned by you in accordance with the *Personal Property Securities Act 2009* (Cth) (**PPSA**) to secure the payment under this Agreement.

10.4 You acknowledge that we may do any and all things or acts necessary to perfect the security interest given under this clause, and consent to us registering our security interest in accordance with the PPSA and to sign any document reasonably required to register the security interest under the PPSA.

10.5 You agree to grant us a charge over any and all real property owned by you legally or beneficially to secure us for payment under this Agreement, and in the event this Agreement is terminated and you have not paid any bill issued to you in accordance with this Costs Agreement then we may register any instrument necessary to record our charge over such real property the subject of which this charge is given.

10.6 You will sign any further authorities we submit to you from time to time consistent with our lien, security interest, charge, caveat or mortgage, to further secure our interest, including, for example, an authority addressed to any solicitor engaged by you in respect of the sale of any property, or to enforce any judgment or agreement in your favour, both to keep us informed as to the progress of their work for you, and to pay the funds they receive for you in accordance with the lien, charge, caveat or mortgage.

10.7 We are entitled to retain your documents until you pay us the full amount of any fees and expenses billed by us to you for any work we have done for you, or until you have made another arrangement satisfactory to us to secure payment of our fees and expenses.

10.8 You indemnify us against any loss, damage or expense we incur as a result of your default in paying any amount due to us. This indemnity extends to all costs we incur in recovering the amount from you, including preparation and lodgement of documents, withdrawal of any charge, collection agency fees and legal costs on an indemnity basis. You agree that you will pay for recovery work by our own staff at the same rates as you have agreed to pay us for the work of those staff under this Agreement.

10.1 For the purpose of this clause, you agree by way of this Costs Agreement to enter into a Consent Caveat with our firm.

10.2 By signing this Costs Agreement, you who signs this Costs Agreement hereby irrevocably appoint us as your duly authorised attorney to sign any and all documentation to give effect to the security interest and charge granted by you in this clause.

10.3 You acknowledge that the security given under this clause is reasonable in accordance with section 320(a) of the *Legal Profession Act 2007* (Qld).

11. Joint Instructions

11.1 Where we are acting for more than one person ("person" includes a corporation), your liability to pay our fees and expenses is joint and several. You authorise us to obtain instructions from any of you rather than all of you. You agree that the instructions of one of you may be accepted by us as the instructions of all of you. If you accept this Costs Agreement, you will be bound by it even if other people, who you expected to accept it, did not.

11.2 By providing us instructions to act for more than one party, you consent to us acting for each of the other parties nominated in this Agreement, and any person who subsequently, and with your consent, join in providing us instructions in this matter. You acknowledge that we may, by acting for more than one person, be thereby prevented from:

a) disclosing to each party all information relevant to the matter within our knowledge; or
b) giving advice to one party which is contrary to the interests of another; and
c) we will be obliged to cease to act for all parties if we would otherwise be obliged to act in a manner contrary to the interests of one or more of you.

12. Engagement of Another Law Practice e.g. Barrister

12.1 You will be informed if we engage another law practice, including a barrister, to provide specialist advice or services on your behalf. If the advocate provides us with fee disclosures or the basis of fee calculations, we will pass this information on to you. If we become liable to pay interest on any advocate's fees as a consequence of delay on your part we will pass that charge on to you.

12.2 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.

13. Electronic Communications Agreement

13.1 This Agreement is entered into pursuant to the *Electronic Transactions Act 2001* (Qld) ("the **ETA"**).

13.2 These terms apply to all electronic communication between Rubicon Law Pty Ltd ("the **firm**") and third parties ("**You**").

13.3 You agree to these terms by initiating or responding to electronic communications with the firm.

13.4 If you do not agree to these terms, you must notify us in writing. If you so notify us, we will not communicate with you electronically. If you subsequently contact us electronically, you will be consenting to these terms, which consent will override your prior written notification that you do not consent to these terms.

13.5 You consent, for all purposes, and in particular for the purposes of the ETA:

a) to the firm providing information to you in the form of electronic communication;

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b) to take such steps as you consider appropriate to ensure that the information will be readily accessible so as to be useable for subsequent reference; and
c) where a signature is required, with respect to an electronic communication, to the firm providing that signature by means of attaching a digital signature to the document.

13.6 The firm consents, for all purposes, and in particular, for the purposes of the ETA:

a) to you providing information to the firm in the form of electronic communication;
b) agrees to take such steps as the firm considers appropriate to ensure that the information will be readily accessible so as to be useable for subsequent reference;
c) where a signature is required, with respect to an electronic communication, to you providing that signature by means of attaching a digital signature to the document;
d) the firm will incorporate a digital certification ("**digital signature**") into its electronic communications with third parties whenever the firm considers such certification is warranted;
e) the absence of a digital signature in an electronic communication from the firm means that:
   - the communication is not considered significant by the firm;
   - the communication has not been approved by an authorised member of the firm;
   - the communication has been altered by some third party after transmission and prior to receipt; or
   - the communication is not from the firm; and
f) the firm is not bound by the terms of an electronic communication which does not bear a digital signature issued by it.

13.7 The firm may accept any electronic communication from you authenticated with a digital signature as being a valid and binding instruction/authority from you, and you will be bound by that instruction.

13.8 The firm may consent to any requirement for a signature from you being met by means of any electronic communication from you, even if the communication does not contain a digital signature (as defined in this Agreement). Such consent is not automatic but may be evidenced by reliance by the firm on the content of the communication.

13.9 These terms may be amended from time to time by the firm by publication of an updated version of this Legal Costs Agreement, which shall take effect from the date of publication.

13.10 You agree that:

a) the terms of the firm's electronic communication policy are incorporated into this Agreement, as extended and varied in this Agreement;
b) we will communicate with you, and others on your behalf, using electronic communications as our primary form of written communication;
c) we will provide you with one or more email addresses which you may use to send us electronic communications. You will provide us with one or more email addresses which we may use to send electronic communications to you;
d) we may accept any electronic communication from you authenticated with a digital signature as being a valid and binding instruction/authority from you, and you will be bound by that instruction. You may tell us that you require us to ignore all electronic communications purporting to be from you unless the communication is digitally signed, by sending the firm an email to that effect, digitally signed with your digital certificate; and
e) unless you have given us this nomination, if you, or a person purporting to be you, issues us with instructions via electronic communication without a digital signature, we may, but are not obliged to, accept the instruction as being a valid instruction from you and act on that instruction. You may change or disavow any instruction given in this way, but not with respect to any action taken by us in reliance upon the instruction prior to the time you notify us that the instruction is not a valid communication from you.

13.11 For the purpose of this clause the definitions are:

a) the "**Firm**" means the Legal Practice being carried on under the firm name or style "Rubicon Law Pty Ltd" and includes the directors and employed solicitors of that practice at all material times;
b) "**Electronic Communication**" means: an electronic communication as defined by the ETA that can, without modification, be displayed visually (including by display on a computer monitor) by viewing the communication within any of the following: a standard email client application (for example Microsoft

Outlook); a standard portable document format reader (such as Adobe Acrobat) or Microsoft Word. The parties may agree, expressly or by implication, that other electronic communication formats are acceptable;

c) the "**ETA**" means the *Electronic Transactions Act 2001* (Qld) as amended from time to time;

d) "**Digital Signature**" means a digital code (generated and authenticated by public key encryption) that is attached to an electronically transmitted document to verify its contents and the sender's identity, the certificate for which is issued by a Root Certification Authority trusted by the firm. The firm trusts certificates issued by Certificate Authorities which currently appear in the list of Trusted Root Certificate Authorities published from time to time by Microsoft Corporation. The firm may, at its discretion, determine that any nominated Certificate Authority is, or is not, trusted by the firm. For the avoidance of doubt, an email footer, commonly known as a "signature" is NOT a digital signature; and

e) "**Root Certificate Authority**" means an organisation which issues digital certificates for use in creating a digital signature.

14. Ending Arrangements

14.1 You may end our engagement by written notice to us at any time, however you remain liable for the legal costs, fees for other items and expenses and disbursements up until that time.

14.2 This arrangement may be ended by agreement between us and yourself.

14.3 We may end our engagement by written notice to you, if you:

a) do not provide us with adequate or proper instructions; or
b) unreasonably refuse to act in accordance with our advice; or
c) breach this Costs Agreement; or
d) instruct us to act unlawfully, unethically or dishonourably; or
e) fail to co-operate fully in the conduct of your matter; or
f) hinder and/or prevent us from continuing to act as we should act; or
g) indicate that you have lost confidence in us; or
h) delay or fail to pay any accounts or to provide money to be paid into trust as required under this Agreement; or
i) lose legal capacity to instruct us; or
j) unreasonably do not accept an increase in fees advised to you; or
k) knowingly provide us with false information; or
l) are informed by us that we have a conflict of interest and can no longer act on your behalf.

In order to provide you time to make alternate arrangements, you will receive notice of our intention to end this Agreement at least fourteen (14) days before we will cease to act.

14.4 If you do not pay money in accordance with the Costs Agreement, this firm may suspend work and may cease acting for you.

14.5 On termination, we are entitled to retain possession of your documents and trust money while there is money owing to me/us for my/our professional fees, fees for other items and expenses and disbursements, unless and until security is provided for my/our costs.

15. Costs in Court Proceedings

15.1 If court proceedings are taken on your behalf:

a) the court may order that you pay another party's costs, e.g. if you lose the case;
b) 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; and
c) if 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.

15.2 If you are successful in the litigation you might recover some of your fees and costs from the unsuccessful party being an amount between approximately 60% and 70% of the fees and expenses that you pay us.

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15.3 If you are unsuccessful in the litigation you may be required to pay the successful party's fees. 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, in addition, the outlays they incurred, e.g. with respect to expert reports.

15.4 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 its 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.

16. This Disclosure Notice to Apply to Future Legal Matters

This Disclosure Notice will be taken to have been served upon you for the purpose of this matter or any future matter when our firm receive further instructions to act on your behalf.

17. Privacy Protection

17.1 Personal information about you, provided by you and other sources, is protected under the *Privacy Act 1988* (Cth). Disclosure of such information may be compelled by law (i.e. under the *Social Security Act 1991* (Cth)). You also authorise us to disclose such information where necessary to others in furtherance of your matter (i.e. within the law practice, to the Court, the other party or parties to litigation, to valuers, experts, barristers etc).

17.2 We may use your contact details for the purpose of sending you newsletters and other marketing materials we consider relevant to your interests from time to time. You may ask us not to send direct marketing materials to you by contacting us.

18. Ownership of File and Document Destruction

18.1 Documents that you supply to us in the course of providing us with instructions, documents we create for you and issue to you or to a third party, and letters and documents that we receive from other parties in respect of your matter remain your property. *This provides you with a non-transferable licence to use documents we have written for you but does not assign copyright to you in any document we have written for you.* Letters and notes that you write to us, and notes we make about our conversations with you, remain our property.

18.2 We may scan your documents and destroy the originals of those documents after four (4) weeks from the conclusion of the transaction. You may collect your documents from us upon providing us with reasonable notice of your desire to do so, which shall be no less than seven (7) days. If you owe us money, we will also require full payment and confirmation of clearance of that payment before the documents can be collected. We will let you know when the documents are ready for collection. You will need to bring in photographic identification before your documents can be released to you and provide written authority if you want someone else to collect the documents for you and that person will also have to provide photographic identification.

18.3 We may supply you with your documents electronically. When we supply documents electronically, we will choose a reasonable method of making them available to you, having regard to the then available technology, and the number and size of material to be supplied. Once we have made the documents available our obligation to supply you with your documents will be satisfied. You must pay our fees for work associated to supplying you with documents in other formats.

18.4 We may destroy your documents (including electronic copies) if you have not collected them after seven (7) years.

18.5 If you have lost your documents, and you need us to send you documents again, or if you ask us to locate specific information or documents for you, or otherwise review the file we have for you after our file has been closed, then our usual fees (calculated as detailed in this Agreement) will apply for the work we do responding to this request. You must also pay us our usual time-based fees if we are required (because, for example, we are served with a Warrant, Subpoena, Notice to Produce, or a "Larke v Nugus" style request) to produce some or all of your documents and/or to give a statement or evidence relating to the work we have done for you. This obligation to pay our fees continues to have effect after our original retainer for you is complete.

18.6 We do not provide a long-term Safe Custody facility for original documents such as Wills and Powers of Attorney. If we prepare these documents for you, we will retain a copy for our records and return the original to you.

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19. Guarantee and Indemnity

19.1 It is agreed that if our client is a company or trust, each person signing this Agreement on behalf of the client is a Third Party Payer and party to this Costs Agreement in accordance with section 322(1)(d) of the *Legal Profession Act 2007* (Qld), with consideration being given by their acceptance to guarantee your obligations under this Agreement including to pay the costs under this Agreement and indemnify us in this regard and indemnify us for any loss or damage as a result of any breach of this Agreement.

19.2 Each Third Party Payer identified in this Agreement acknowledges that by signing this Agreement they become bound to the Agreement as if they are our client, and acknowledge that they have received a copy of this Agreement.

19.3 Any reference to you includes reference to any Third Party Payer insofar as any obligation in this Agreement relates to payment of our fees and accounts.

19.4 We may insist that any Third Party Payer pay a bill by issuing that bill to any Third Party Payer with payment due seven (7) days from the date we issue that bill.

19.5 Each individual who signs this Agreement, to the extent they are not signing it in their personal capacity but are signing it as either a principal, director, agent, representative or employee of our client (e.g. a company or trust) hereby irrevocably jointly and severally guarantees and indemnifies us in their personal capacities as a deemed Third Party Payer in addition to any other stated Third Party Payers.

20. Jurisdiction

The Law of Queensland applies to legal costs in relation to your retainer for this firm.

21. Signed Acknowledgement and Trust Authority

By signing below, I/we Andrew Morton Garrett , hereby:

1. acknowledge that I/we have read and understood the contents of this Costs Agreement and Disclosure Notice; and

2. authorise and direct Rubicon Law Pty Ltd to transfer funds held on Trust in payment of expenses, third party payments, your professional fees as they become due in relation to the terms of this Agreement and matter to matter transfers.

Garrett

……………………………………………… **Signed by Client**

21st November 2025
……………………………………………… **Date**