



**FAHRI, AZZAT
& CO.**

Contractual Terms

Guidance Note for Agreement for the Supply of Legal Services by the Firm to the Client

Please read the following in conjunction with the Agreement itself. The numbers in the following table will correspond with the relevant number in the Agreement.

No.	Note
1	This is the counsel who will be leading and managing the Case. Senior Counsel is expected to supervise the work of the Junior Counsel. Please detail the name and e-mail address of Senior Counsel for the Case. This item must be completed.
2	This is the counsel, pupil or otherwise, who will assist Senior Counsel for the Case. Assistance will mainly consist of the drafting of legal documents and attending to any further directions provided by the Court during case managements. Please detail the name and e-mail address of Junior Counsel for the Case. This item will normally be completed.
3	This is the client who has agreed to contract work with the Firm. Please detail the name, address, e-mail address and mobile telephone number of the client. This item must be completed.
4	This is the internal reference number and name of the Case. This item must be completed.
5	This is the Firm's agreed fee for the Case. This item may be completed. If completed, please annex a list of Services subject to that fee.
6	This is for any amendments to the General Terms. This item may be completed.



Agreement for the Supply of Legal Services by the Firm to the Client

The Firm agrees to supply the Services on the terms set out below and subject to the General Terms and Conditions for the Supply of Legal Services by the Firm to Clients attached to this Agreement ('the General Terms').

- 1. Senior Counsel:**
- 2. Junior Counsel:**
- 3. The Client:**
- 4. The Case:**
- 5. The Firm's agreed fee:**
- 6. Amendments to the General Terms:**

IN WITNESS WHEREOF, we have hereunto set our hand and seal, this .

Signed by

The Firm

The Client

General Terms and Conditions for the Supply of Legal Services by the Firm to Clients

1. Definitions and Interpretation

1.1 These are the General Terms and Conditions for the Supply of Legal Services by the Firm to Clients in Legal Matters (the 'General Terms')

1.2 In these General Terms, the following words have the following meanings, except where the context requires otherwise:

the 'Agreement' means the agreement between the Firm and the Client for the supply of the Services incorporating these General Terms;

a 'Business Day' means a day that is neither a weekend nor a public holiday in Malaysia;

the 'Case' means the particular legal dispute or matter whether contentious or non-contentious, in respect of which the Firm is instructed to supply the Services;

the 'Firm' means Messrs Fahri, Azzat & Co.;

the 'Instructions' means the briefs, instructions and requests for work to be done (and all accompanying materials), whether written or oral, given by the Client to the Firm for the purposes of the supply of the Services by the Firm;

the 'Client' means the natural or legal person for whose benefit or on behalf of whom the Firm is instructed to supply the Services; and

the 'Services' means the legal services supplied or to be supplied by the Firm in connection with the Case pursuant to the Instructions provided by the Client and otherwise in accordance with the Agreement.

1.3 In these General Terms:

- (a) an 'invoice' includes a fee note or payment request not amounting to an SST invoice;
- (b) reference to a clause is to the relevant clause of these General Terms;
- (c) references to the singular include the plural and vice versa in each case;
- (d) reference to a document includes anything in which information is recorded, whether on paper, electronically or otherwise;
- (e) references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulation made under it; and

- (f) references to a person or body include references to its successors and assigns.

2. Application of these General Terms

2.1 These General Terms apply, subject to any amendments set out in the Agreement, to all Services supplied by the Firm on the Instructions of the Client in relation to the Case.

2.2 This Agreement will not come into effect until it is signed or confirmed in writing by the Client.

2.3 Where practicable, the Client will send the Firm Instructions in writing, or will confirm in writing oral Instructions, retaining the Firm to provide the Services.

2.4 The Agreement will normally indicate the person who is to be the Firm's Client in the Case.

2.5 In the event of any inconsistency between the Agreement and these General Terms, the Agreement shall prevail.

3. Providing the Services

3.1 The Services the Firm is to supply in relation to the Case will be described in the Instructions and as may subsequently be agreed between the Firm and the Client.

3.2 The Firm will exercise reasonable skill and care in supplying the Services.

3.3 The Firm supplies the Services on the basis set out in these General Terms and subject to the Firm's professional obligations under the any relevant statutory provisions.

3.4 The Firm will supply the Services by or on such date or dates as may be agreed with the Client or, where no specific date has been agreed, will do so within a reasonable time having regard to the urgency and nature of the Instructions. Instructions that are urgent shall be clearly marked as such if the Instructions are in writing or otherwise expressly stated to be urgent by the Client, and time shall be of the essence for the supply of those Services.

4. The Client's Responsibilities

4.1 In order to enable the Firm to supply the Services in a prompt, effective and professional manner, the Client shall co-operate with and assist the Firm throughout the duration of the Agreement, including through the provision of Instructions that are adequate and in sufficient time to enable the Firm to supply the Services within the time required by clause 3.4 above.

4.2 The cooperation and assistance that shall be expected shall also include:

- (a) responding promptly to any requests for further information or instructions made by the Firm;
- (b) informing the Firm immediately if there is reason to believe that any information or document provided to the Firm is not true and accurate;
- (c) informing the Firm within a reasonable time if the Case is settled or otherwise concluded.

5. Responsibility for the Firm's Work

5.1 The Firm will be solely responsible for providing the Services under the Agreement. The Firm may only involve another firm or other third party in the performance of the Services under the Agreement if the Firm obtains the Client's prior consent, that consent not to be unreasonably withheld.

6. Charges and Expenses

6.1 The Firm's fees will be calculated as agreed between the Firm and the Client, whether prospectively or retrospectively.

6.2 Unless otherwise agreed, the Firm's fees will be calculated by reference to the amount of time, effort and skill reasonably required to supply the Service, taking into account all the circumstances of the Case.

6.3 The Firm shall notify the Client at the outset of the Case of the Firm's fees. For the purposes of determining the fees, the circumstances of the Case include:

- (a) the complexity of the issues;
- (b) the speed at which the Services must be supplied;
- (c) the expertise or specialist knowledge that the Services require;
- (d) volume of documentation to be read and considered;
- (e) the value of the property or subject matter involved.

6.4 Unless otherwise agreed, the Firm's fees may be reviewed from time to time, and the Firm will notify the Client of any proposed increase in that fee. The Client shall not unreasonably refuse to agree an increase in the Firm's fees. Any increase in the Firm's fees will be invoiced to the Client as soon as the Client agrees to an increase or when the Client should reasonably have agreed to an increase.

6.5 The Firm may agree to supply the Services for a fixed fee. If the Firm is unable to supply Services for the fixed fee agreed, any additional fees over and

above the fixed fee not expressly agreed by the Client in writing are incurred at the Firm's own risk.

6.6 Unless the contrary is agreed, a fee agreed for the Firm's Services shall be exclusive of any applicable Sales and Service Tax (or any tax of a similar nature), which shall be added to the Firm's fee at the appropriate rate.

7. Estimate of Costs/Time

7.1 If requested to do so, the Firm shall provide the Client with an estimate of the Firm's likely fees and disbursements in relation to any Services or the Case. Any estimate of likely fees and disbursements does not, unless otherwise agreed, amount to a promise or agreement that the Firm will perform those Services within a fixed time or for a fixed fee, but represents the Firm's best estimate based on the information available to the Firm at the time.

7.2 The Firm shall notify the Client promptly if any estimate of time and/or fees and disbursements that the Firm has provided to the Client needs to be revised for any reason.

7.3 If for any reason any Instructions or the Case do not proceed to completion, the Firm shall only charge fees for work actually done and disbursements actually incurred, unless otherwise agreed (as, for example but without limitation, where stage payments have been agreed and have fallen due prior to termination of the Agreement).

8. Payment and Billing Arrangements

8.1 The Firm and the Client shall agree the basis upon which payment is to be made to the Firm for the Services, which, unless otherwise agreed, shall be as further described below.

8.2 The Client shall pay to the Firm any sums properly due on the Firm's invoice in accordance with any payment schedule agreed by the Client and the Firm or otherwise within 14 days of receipt by the Client of the invoice.

8.3 In the event of late payment of sums properly due to the Firm, the Firm is entitled to:

- (a) stop working on the Case in which the invoice relates to;
- (b) interest at the rate of 1.5% per annum calculated daily on the invoiced amount from the date upon which payment was due to the date of payment;
- (c) hold a lien on the Instructions; and
- (d) discharge itself from acting for the Client for the Case in which the invoice relates to.

8.4 Any invoice setting out the Firm's fees sent by the Firm shall state:

- (a) the period it covers;
- (b) the fees charged;
- (c) any disbursements incurred and the cost of those disbursements; and
- (d) if an SST invoice, Sales and Services Tax (or any tax of a similar nature).

8.5 The Firm shall send to the Client an invoice setting out the Firm's fees in respect of the Services or part of the Services in accordance with any payment schedule agreed with the Client, promptly on request by the Client or otherwise as may be appropriate given the nature and circumstances of the Case.

9. Confidential Information

9.1 Subject to clause 9.2, the Firm shall keep confidential all information provided to the Firm in connection with the Case (the 'Information').

9.2 The Firm may only disclose Information if and to the extent that:

- (a) disclosure is required by law;
- (b) disclosure is authorised by the Client;
- (c) disclosure is required by the professional rules applicable to the Firm practising in Malaya;
- (d) the Information is already in the public domain other than as a result of breach by the Firm of the Firm's obligations; or
- (e) disclosure is made to a pupil or mini-pupil of the Firm.

9.3 If a pupil or mini-pupil of the Firm to whom the Firm has disclosed Information under clause 9.2(e) fails to keep that Information confidential in accordance with this clause 9, that failure shall constitute breach by the Firm of this clause 9.

9.4 If the Firm receives a request for the disclosure of Information and the Firm considers that the Firm is obliged, whether under clause 9.2(a), clause 9.2(c) or otherwise, to comply with that request, the Firm will inform the Client of the request as soon as the Firm is lawfully able to do so.

10. Conflicts of Interest

10.1 The Firm's entering into the Agreement shall constitute the Firm's confirmation that, to the best of the Firm's knowledge based on the information available to the Firm at the time of entering into the Agreement, the Firm has at the time of entering into the Agreement no conflict of interest or other professional impediment that would render it professionally inappropriate for the Firm to act for the Client on the Case.

10.2 If, in the course of the Agreement, information emerges that leads the Firm to consider that it is or may be professionally inappropriate for the

Firm to continue to act for the Client, the Firm shall inform the Client immediately.

10.3 The Client shall not have any claim in damages against the Firm for breach of this clause 10 unless:

- (a) the Firm has admitted in writing that the Firm has acted in breach of this clause 10; or
- (b) the Client has made a complaint to the Malaysian Bar Council that the Firm has acted in breach of its professional obligations, that complaint has been upheld, no appeal or review has been or is being made of that decision and any time limit for appeal or review has expired.

10.4 Clause 10.3 does not prevent the Client from seeking relief other than damages (including, without limitation, an interim or final injunction) in respect of any breach by the Firm of clause 10.

11. Liability

11.1 The Firm shall arrange and maintain professional indemnity insurance as required by the Malaysian Bar Council.

11.2 Subject to clause 11.3, the Firm is not liable:

- (a) for any loss or damage, however suffered, by any person other than the Client;
- (b) for any loss or damage, however suffered, which is caused by inaccurate, incomplete or late Instructions;
- (c) for any indirect or consequential loss however suffered.

11.3 Nothing in clause 11.2 shall operate so as to exclude liability where such exclusion is prohibited by law.

12. Copyright

12.1 All copyright and other intellectual property rights of whatever nature in or attaching to the Firm's work product, including all documents, reports, written advice or other materials provided by the Firm to the Client belong to and remain with the Firm. The Client has the right and licence to use the Firm's work product for the particular Case and the particular purpose for which it is prepared. If the Client wishes to use copies of the Firm's work product for purposes other than those for which it is prepared, this will require the express written permission of the Firm. The moral rights of the Firm in respect of its work product are asserted.

12.2 All copyright and other intellectual property rights attaching to the material provided by the Client to the Firm in or with any Instructions ('the Material') belong to the Client. The Firm is permitted to make use of the Material in order to provide the Services and any other purpose.

13. Retention and Storage of Documents

13.1 Subject to any agreement to the contrary, during the course of the Case the Firm shall retain those documents as in the Firm's reasonable professional judgment it is proper to retain, and for this purpose the Firm may make or keep copies of documents.

13.2 Subject to any agreement to the contrary, at the completion of the Case the Firm:

(a) may, and shall at the Client's request, return to the Client all documents in the Firm's possession in connection with the Case, save that the Firm may retain personal notes, a copy of the instructions and the Firm's work products;

(b) may otherwise retain such documents relating to the Case as in the Firm's reasonable professional judgment it is proper to retain, and for this purpose the Firm may make or keep copies of such documents and, after obtaining the Client's consent, destroy the documents originally supplied; and

(c) may, and shall at the Client's request, return to the Client any property (such as exhibits and models) to which the Client or any third party is entitled, and otherwise retain such property as in the Firm's reasonable professional judgment it is proper to retain.

14. Electronic Communications

14.1 Subject to any agreement to the contrary, the Firm may communicate with the Client by preferably e-mail or mobile telephone. Documents sent to the Client by e-mail or mobile telephone need not be encrypted. If the Client requires a greater level of security in electronic communications, the Client shall notify the Firm of this, and the Client and the Firm shall use their best endeavours to agree and implement an e-mail protocol, incorporating encryption standards, on the basis of best commercial practice at the time.

14.2 The Client and the Firm shall use industry standard firewall and anti-virus protection.

15. Termination

15.1 The Agreement will terminate automatically as soon as the Firm is professionally obliged pursuant to any statutory provision to cease to act and has complied with any requirements in those statutory provisions for doing so. The Firm shall inform the Client immediately when the Firm becomes aware of such an obligation.

15.2 The Firm may terminate the Agreement when the Firm is entitled to cease to act pursuant to any statutory provision and has complied with any requirements in those statutory provisions for doing so.

15.3 The Firm may terminate the Agreement if:

(a) fees properly due to the Firm have not been paid by their due date;

(b) the Firm has given at least three Business Days' notice in writing to the Client, of the Firm's intention to terminate the Agreement because of the non-payment; and

(c) the fees have not been paid by the expiry of the time given by that notice.

15.4 Termination of the Agreement, whether under this clause or otherwise, does not prejudice any accrued liabilities, rights and/or remedies of the Firm or the Client under the Agreement.

16. Publicity

16.1 The Firm may disclose to third parties that the Client is or has been a client of the Firm, or that the Firm is acting on a Case, unless the contrary is agreed.

17. Authority to Give and Receive Instructions

17.1 If the Client is a legal person, the signatory of this Agreement (the 'Signatory') warrants to the Firm that the Signatory has authority from the Client to give Instructions to the Firm to supply the Services in accordance with these General Terms and that the Client is obliged to pay the Firm in respect of those Services in accordance with the terms (including the payment schedule) agreed between the Firm and the Signatory.

17.2 Unless the Client is informed otherwise by the Firm, the Firm's clerks do not have full authority to bind the Firm on all matters in relation to fees and the acceptance and return of instructions in relation to a Case.

17. Miscellaneous

17.1 Neither the Firm nor the Client may assign or transfer the benefit or burden of the Agreement or any rights arising from or in connection with the Agreement without the prior written consent of the other party.

17.2 Except where expressly stated, nothing done or not done by the Firm or the Client constitutes a waiver of that party's rights under or arising from the Agreement.

17.3 These General Terms may be varied if, but only if, agreed in writing.

17.4 If any term of these General Terms is or becomes illegal, invalid or unenforceable, whether in whole or in part, the remainder of the General Terms will remain valid and enforceable.

17.5 In this clause, 'Data Protection Law' means the Personal Data Protection Act 2010, including as amended, extended or re-enacted from time to time ('the Act') and all rules, regulations and orders made under the Act. The Firm is a data controller for the purposes of Data Protection Law, and is bound, amongst other things, to implement appropriate technical and organisational measures against unauthorised processing of personal data and against accidental loss or destruction of, or damage to, personal data. The Firm is entitled to process in accordance with Data Protection Law personal data of the Client to enable the Firm to provide the Services, to liaise with the Client in respect of the Case, to maintain and update client records, to produce management data, to prevent crime, to comply with regulatory requirements and as permitted or required by law. The Client has a right of access and a right of correction in respect of their personal data which the Firm holds about them, in accordance with Data Protection Law. In the event that the Firm is required in accordance with any statutory provision to notify a supervisory authority a personal data breach affecting personal data of the Client or others referred to in data supplied with the Instructions, the Firm shall notify the Client as soon as practicable after notifying the supervisory authority.

18. Law and Jurisdiction

18.1 These General Terms and the Agreement are governed by the law of Malaysia. The law applicable to any non-contractual obligations owed by the Firm or the Client arising out of or in connection with the Agreement or the Firm's Services is also the law of Malaysia.

18.2 Any dispute arising out of or in connection with the Agreement or the Services shall be subject to the exclusive jurisdiction of the courts of Malaysia, to which the parties irrevocably submit.