

**1. Services**

We have agreed to represent you for the Services set out in your retainer letter. Unless specifically agreed, we have not been retained by you generally or in connection with any other matter.

**2. Time**

It can take a number of years for legal matters to be concluded. Factors which determine the time required include: the other party's frankness and cooperation, the need for external evaluations, the complexity of the matter, the degree of hostility between you and the other party, delays caused by courts or government departments, and the availability of the other party's lawyer. We may have little ability to assist you with an early resolution of your legal matters, depending on the cause of the delay. We will keep you fully informed of all events as they develop and do what we can to minimize delay.

**3. Your role as client**

You understand the importance of giving us all the facts and of being totally honest with us. We can only do our best work if we have your trust and are fully informed.

**4. Dealing with each other**

The best way to secure a time to speak with us is to schedule a meeting or call through our online tools or office staff. We will try to respond to unscheduled calls and emails as quickly as possible, but we will not always be able to do so on the same day. We are often in court or dealing with other clients' urgent matters. When representing a client in court or during the closing of a transaction, we devote our time during that period to that client and have only a limited ability to return other clients' calls or emails. When things are urgent on your matter, we will be devoting our time to you.

**5. Client identification and verification**

Lawyers are required to collect certain information about their clients when retained to provide legal services. You agree to provide such information and present identification when requested and as soon as possible. If we are not meeting face to face, we may require you to attend before a lawyer to have your identity verified. We will

collect and store personal information in accordance with our *Privacy Policy*.

**6. Technology and Document Policy**

We provide services digitally using local and cloud-based technologies. You specifically consent to us using third-party cloud-based services, which may be located outside of Canada, for the storage, management and transmission of your information, including confidential information related to the Services. You acknowledge that these programs may create some risks for the security of your information.

**7. Records Retention**

Where possible, we keep digital copies of documents and records. When we determine that an original copy of a record is no longer needed, we will keep a digital copy for your file and dispose of the original document. If you require paper copies, please inform us of this requirement when we open your file.

**8. Tax Planning**

Although we may advise of certain general tax principles from a legal perspective and warn of certain potential tax consequences, you have not requested, and we do not expect to provide, any specific tax advice in your matters. Good taxation advice should always be obtained from a qualified tax professional.

**9. Retainers**

We may require the payment of a retainer (deposit) towards your upcoming legal bills. The retainer will be placed in our trust account and will serve as a source of payment for current and future invoices. You agree that we may pay our invoices from your retainer immediately following a copy of the invoice being provided to you. If a retainer is not paid or replenished on request, we will not be obliged to carry out further work on the Services. Any unused portion of your retainer will be returned to you upon the completion or termination of our Services.

**10. Fees**

Unless otherwise agreed in your retainer letter, we bill in six-minute increments at the rate of \$250 per hour. We bill for all telephone calls and meetings (including time needed

to prepare for such conversations and document them afterwards), court time (including waiting time), and travel time (at ½ the hourly rate). You are responsible for reimbursing us for expenses we incur on your behalf, including software use fees, postage, couriers, travel expenses, photocopying, filing and search charges, the fees of agents who assist us, and all other reasonable expenses. You will be charged the applicable taxes on fees and disbursements. You will be invoiced in accordance with the schedule set out in your retainer.

**11. Payment**

Unless otherwise agreed in writing, payment is due on all of our accounts when rendered. If any account is not paid within 30 days, interest will be charged on the outstanding balance at a rate of **12%** per annum from the date of the invoice and until paid.

**12. Guarantee**

Where you agree to this retainer agreement on behalf of a corporate body or entity, you agree to personally guarantee and perform all obligations of that body or entity to our firm under this agreement. This guarantee may be revoked by you at any time by notice in writing. If you revoke this guarantee, we reserve the right to terminate our Services.

**13. Termination of legal services**

You have the right to terminate our Services upon written notice to us. Subject to our obligations to you to maintain proper standards of professional conduct, we reserve the right to terminate our Services for good reasons which include:

- a. If you fail to cooperate with any reasonable request;
- b. If there is a serious loss of confidence between us and you;
- c. If our continuing to act would be unethical or impractical; or
- d. If our retainer or invoice has not been paid.

If our services are terminated, you would only have to pay our fees, expenses, and applicable taxes incurred up until the time we stopped acting for you. If we have agreed to complete the Services for a flat fee, you will be responsible for paying for work completed on hourly basis at the rate of \$250, up to the total amount of the flat fee.