

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

In some circumstances, it can take many 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, delays due to courts or government departments, and the availability of other parties' lawyers. Depending on the cause of the delay we may have little ability to assist you with an early resolution of your legal matters. We will do what we can to minimize delay and keep you fully informed of all events as they develop.

3. Your role as client

You understand the importance of giving us all the facts and of being completely honest with us and provide us with all requested information in a timely way. We can only do our best work if we have your trust and are fully informed.

4. Dealing with each other

Scheduling a meeting or call with us through our online tools or office staff is the best way to arrange a time to speak. While we will try to respond to unscheduled calls and emails as quickly as possible, this will not always be on the same day. We are often in court or dealing with other clients' urgent matters and are devoting our time and attention during that period to that client. This limits our ability to return other clients' calls or emails. When things are urgent on your matter, we will be focused on you and your matter.

5. Client identification and verification

Lawyers are required to collect certain information for the purpose of identifying clients who retain them. You agree to provide such information and present identification when requested, as soon as possible. If we are not meeting face to face, we may require you to attend before another lawyer or professional 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 of a record is no longer needed, we will keep a digital copy for your file and dispose of the original. If an original must be kept, we will keep it for the duration of the file and return it to you at the conclusion of the Services.

8. Tax Planning

We do not provide specific tax advice in your matters. However, we may advise of certain general tax principles from a legal perspective and warn of certain potential tax consequences. Good tax 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 hourly rates posted on our website. 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 (disbursements), 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 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 a retainer agreement on behalf of a corporate body or entity, you agree to personally guarantee and perform all obligations of that body or entity under that 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 only 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 an hourly basis at the rate of \$250 per hour, up to the flat fee amount, plus expenses and applicable taxes.