

### NICOL LAW ENGAGEMENT LETTER

This agreement between Scott Nicol Professional Corporation (**Nicol Law**) and you, the **Client**, incorporates this term sheet (**Term Sheet**), the terms and conditions attached as **Schedule A**, and our **Fee Schedule** available at [nicollaw.ca](http://nicollaw.ca), collectively the **Agreement**. Please review these schedules carefully as they form the basis for our engagement.

<b>Client</b>	Name: Type: Individual / Corporation Address:  Phone: Email: Corporation Business Number:	Joint Client Name: Type: Individual / Corporation Address:  Phone: Email: Corporation Business Number:															
<b>If Joint Retainer</b>	I have read the Joint Clients section in Schedule A _____ (Initial)	I have read the Joint Client section in Schedule A _____ (Initial)															
<b>Initial Scope</b>	Except as we agree in writing, our advice and representation of you is limited to this matter. We do not provide advice on tax matters.																
<b>Fees</b>	<p>Nicol Law agrees to provide the Initial Scope on the basis of:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> our hourly rates described in our Fee Schedule.</li> <li><input type="checkbox"/> a fixed fee provided in our Fee Schedule titled: _____</li> <li><input type="checkbox"/> a hybrid contingency agreement, where Nicol Law keeps ____% of any judgment, settlement, or value achieved in connection with our work, and will provide a discount of ____% on our hourly rates described in our Fee Schedule.</li> <li><input type="checkbox"/> Other: _____</li> </ul> <p>Fees are payable in Canadian Dollars and exclusive of applicable taxes, disbursements, and surcharges.</p>																
<b>Retainer</b>	Before we start working on your behalf, please provide a financial retainer of \$ _____																
<b>Notices</b>	<p>Nicol Law may obtain instructions using the following contact information, including by email:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>Contact 1</b></td> <td style="width: 50%;"><b>Contact 2</b></td> </tr> <tr> <td>Name:</td> <td>Name:</td> </tr> <tr> <td>Address:</td> <td>Address:</td> </tr> <tr> <td>Phone:</td> <td>Phone:</td> </tr> <tr> <td>Email:</td> <td>Email:</td> </tr> <tr> <td>Occupation:</td> <td>Occupation:</td> </tr> <tr> <td>Driver's License No. / Passport No.:</td> <td>Driver's License No. / Passport No.:</td> </tr> </table>			<b>Contact 1</b>	<b>Contact 2</b>	Name:	Name:	Address:	Address:	Phone:	Phone:	Email:	Email:	Occupation:	Occupation:	Driver's License No. / Passport No.:	Driver's License No. / Passport No.:
<b>Contact 1</b>	<b>Contact 2</b>																
Name:	Name:																
Address:	Address:																
Phone:	Phone:																
Email:	Email:																
Occupation:	Occupation:																
Driver's License No. / Passport No.:	Driver's License No. / Passport No.:																
<b>Client Approval</b>	<b>Client:</b>  Per: _____ Printed Name: Title:	<b>Joint Client:</b>  Per: _____ Printed Name: Title:															
<b>Nicol Law Approval</b>	*Our acceptance is subject to a clear conflict check																
<b>Client Verification</b>	Document(s) Reviewed: Date: Verified By:	Corp. Shareholders (%):	Corp Directors:														

**SCHEDULE A****NICOL LAW ENGAGEMENT GENERAL TERMS**

These terms apply to all engagement agreements with Scott Nicol Professional Corporation, operating under the trade name Nicol Law. Terms specific to your engagement are included in a Term Sheet which incorporates this schedule. Should we be engaged beyond our Initial Scope, our engagement will be limited to what we specifically undertake in writing.

**Instructions**

1. We will seek instructions for significant steps in this matter. Unless instructed otherwise, we are not required to obtain specific instructions for other steps, and you instruct us to use our judgment for such steps.
2. We will accept instructions from you or your nominated representative and, if applicable, any party which has jointly retained us. You agree that we may contact you by email, phone or by mail at our discretion.
3. If you have provided instructions for us to be the Registered or Records Office for your company, you instruct us to obtain your minute book from any previous counsel, make the necessary filings to update your registered office address, scan the minute book into our electronic system, destroy the original minute book, and accept service of documents.

**Lawyers**

4. We will allocate legal resources as deemed appropriate and as we may consult from time to time with you. We may use our discretion to assign other lawyers and support personnel, such as paralegals, legal assistants, and students-at-law, to this matter.
5. In the event of the death, disability, impairment or incapacity of one or more our lawyers, we may appoint another lawyer to assist with the management of your file. Should that occur, you consent to the assisting lawyer reviewing your file and taking steps to protect your rights and assist with my practice.

**Work and Legal Advice**

6. Our work and legal advice is provided exclusively to you and only you may rely on that work or legal advice.
7. All work and legal advice under this retainer agreement will be based on Alberta law and the laws of Canada as applicable. We may elect in writing to provide advice on the law of another Canadian province or territory in connection with the National Mobility Agreement, Territorial Mobility Agreement or Quebec Mobility Agreement from the Federation of Law Societies of Canada as those agreements are amended from time to time.
8. At any time, new laws may be made or cases decided. Once work or legal advice has been provided, we do not provide updates, reminders, or warnings of changes in the current law. If you would like updates or reviews of previous work or legal advice, please contact us.

**Fees & Disbursements**

9. Our fees will be in accordance with the fees we have agreed to in writing. Our current fee schedule and rate guide (**Fee Schedule**) is available on our website at [www.nicollaw.ca](http://www.nicollaw.ca).
10. Where we have not specifically identified the fee arrangement in writing, and it is not clearly one of the items provided on our Fee Schedule, our fee will be based principally on the time we

spend on this matter. Records of all time will be kept, and accounts will then be prepared and sent to you periodically.

11. We further reserve the right to charge more in appropriate cases, such as pressing circumstances, the requirement for work outside normal business hours, exceptionally successful or efficient representation, or special demands on us.
12. In addition to fees, you agree to reimburse us for any expenses we incur on your behalf, which include travel expenses, search fees, filing fees, registration fees, expert fees, and all other out of pocket expenses.
13. Our fees cover our ordinary office expenses, so we will not charge you disbursements relating to reasonable domestic long-distance calls, domestic faxes, legal database charges, and similar items. We may charge a reasonable amount for printing, copying, and scanning.
14. You will be charged GST on fees and on taxable disbursements.
15. If we provide an estimate for fees, it does not form a fixed fee unless we have specifically agreed to limit our fees to that amount.
16. If we have undertaken this matter on the basis of a fixed fee, and:
  - a. the matter's scope grows from the scope or steps we undertook or described in writing, we may revise and increase the amount charged for this matter or charge the additional work at an hourly rate;
  - b. the matter's scope or duration increases due to the actions of a third party outside of our control, the fixed fee is considered earned after the first attempt at completing the scope even if the third party adjourns, delays, or otherwise frustrates the completion of the scope; or
  - c. the matter is comprised of a number of discrete steps, we may bill reasonable increments of our fixed fee using our reasonable judgment.

**Security, Interest, and Collection Costs**

17. 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 34.49% per annum compounded monthly (approximately 2.5% per month) from the date of the account, until paid. The same interest rate applies for any post-judgment interest. You agree to pay our costs of collecting past due accounts including our time in accordance with our regular rates.
18. We maintain a solicitor's lien in accordance with law over any materials until our accounts have been paid in full. Further, you agree that we have a security interest over any proceeds or benefits arising in connection with our work and may take steps to register and execute upon these at any time that our accounts including all interest and collection charges are not fully paid.

**To avoid interest charges please pay your account on time. If you have any questions or concerns, we are happy to discuss them.**

### Email Communication

19. We regularly communicate with clients by email. Because of the nature of email communication, it is possible that emails may be intercepted by a party not intended to receive the email. You understand this risk and agree that we may communicate with you by email.

### Data Storage

20. We will act to protect the confidentiality of your information. We may disclose certain information in connection with banking requirements including deposit insurance. We may also disclose information when required to by law or court order.

21. You acknowledge that we may store your information with third parties which we trust, including data hosting providers both inside and outside of Canada. You agree that we may store your information in electronic formats and that we have no obligation to maintain paper files.

22. We will retain records relevant to your matter for the period we are required to do so by professional rules. Generally, records are routinely destroyed following the tenth year after the completion of a matter. We will make no further inquiry of you before destroying records in the ordinary course.

### Financial Retainer

23. We may require a financial retainer to be paid to us or require an increase to our financial retainer to continue work. You may also be asked to replenish the financial retainer from time to time. The financial retainer will be placed in our trust account and will secure and be used to pay all or part of our account or accounts when invoiced. Any unused portion of the retainer will be returned to you upon completion or termination of our services. Financial retainers will only be transferred from our trust account upon an invoice being sent to you.

### Trust Funds

**Any funds placed in our trust account may be held for a period of time, at our discretion, including to ensure the validity of funds. Such times may significantly exceed usual "hold" times in similar situations by commercial banks.**

24. You acknowledge that as a risk management measure, any funds which are received in our trust account may be held for 20 days or more, to ensure to validity of such funds. This process is irrespective of the form of deposit, although the form of deposit may factor into our risk assessment.

25. Should you have multiple ongoing matters, you expressly consent to have us transfer trust funds held on any matter to any of your other ongoing matters to pay our outstanding invoices.

### Indemnity

26. You agree to indemnify us for any loss in connection with the use of our work and legal advice other than we have agreed to in writing. This term will survive the termination of this agreement.

### Conflicts

27. We are not presently aware of any conflict that precludes us from working on this matter. Should we become aware of such a conflict, we will advise you immediately and may be required to take appropriate action in accordance with the professional rules governing the legal profession.

28. We undertake this matter on the basis of your consent to us acting for parties adverse to you (in this matter or otherwise) on unrelated mandates consistent with our obligations under the professional rules governing the legal profession including those protecting the confidentiality of your information.

### Termination

#### By You

29. You have the right to terminate our services to you upon written notice to us.

#### By Us

30. Subject to our professional obligations to you, we reserve the right to terminate our services to you for good reasons which include, but are not limited to:

- a. your failure to cooperate with us in any reasonable request;
- b. your failure to take our advice or direction to act contrary to our advice
- c. our continuing to act for you being unethical or impractical;
- d. your failure to pay our accounts when invoiced;
- e. your failure to respond to our correspondence in a reasonable time;
- f. if we discontinue or reduce an area of practice; or
- g. in the case where we have taken on a matter other than on hourly rates, if we determine that a matter is unlikely to succeed or not economically viable, at our option we may terminate our work on providing you notice pursuant to these terms and conditions, charging only a reasonable amount for work that has been done.

31. The above list is not exhaustive. In these circumstances, we may terminate our services and withdraw from representing you with reasonable notice, which will not exceed 10 days.

### Payment on Termination

32. If you terminate our services or if we withdraw, we will charge you for fees and disbursements only up to the time we stop acting for you including a proportional charge for partially complete work, unless otherwise applicable if we have been retained other than on an hourly basis.

### Referral Fee Share

If you were referred to us by another lawyer or matching service, the following terms apply.

33. As ethics rules governing lawyers encourage us to explain to you in writing the financial aspects of your legal fees and that you consent to the basis of your legal fee, we provide the additional disclosure.

34. As part of a referral or matching service, we may share a portion of our legal fee only, and not disbursements, with the referring lawyer or matching service. Sharing part of our fee with the referring lawyer or matching service will not increase the fee you would normally have paid nor which you have agreed to pay to us. The referral fee will be paid strictly out of our fees.

35. You also agree, including for the purposes of collaborating efforts to ensure you have the best legal service available, that we may share information relating to your matter to any referring lawyer or matching services with which we share a portion of our fee.

### Joint Clients

36. When we are jointly retained the Parties are jointly and severally liable for any fees arising from the joint retainer.
37. When we are retained by more than one client, this retainer arrangement is designed to function in the best interests of the Parties by allowing them to share legal costs, unify their legal strategy, and generally work efficiently as a team.
38. There are certain compromises which make this retainer agreement different from a regular retainer. Any information we receive cannot be held confidentially from the other joint clients, and we cannot advise the parties separately. If the Parties' interests diverge or a dispute develops, we may be required to withdraw and recommend that each party find new counsel.

### Counterparts

39. This retainer letter may be executed in multiple counterparts, each of which is an original, and which together are one

instrument. Counterparts may be transmitted electronically including by email as a PDF attachment.

### Independent Legal Advice

40. You have the right to have this retainer agreement reviewed by another lawyer before you sign this agreement.

### Updated Terms

41. We routinely update these terms and conditions, related schedules, and prices upon providing notice to you, including by updating these terms and conditions, related schedules, and Fee Schedule on our website, which is deemed good and sufficient notice of that. Should you continue an engagement with us following notice of updated terms and conditions, related schedules, and prices, the updated documents will govern our relationship.

### LIMITED SCOPE MANDATES

If we have undertaken your matter under a limited scope mandate, the following terms apply.

42. We have been retained on a limited scope retainer only for the steps that we have expressly agreed to undertake in writing in connection with this matter.

43. Notwithstanding anything to the contrary in this limited scope retainer agreement, our representation is terminated when the services we have expressly agreed to perform have been completed, and you will not expect any further services to be performed, including document-drafting, giving legal advice, or court appearances, unless we expressly agree in writing to undertake further steps.

44. Unless the opposing party or opposing party's counsel knows of this firm's representation, you are considered to be unrepresented; you will be expected to communicate with the opposing party or counsel as though you do not have a lawyer representing you.

45. In accepting this limited scope retainer agreement and signing this scope of work, you understand:

- a. that our advice will be limited to the information and circumstances you make known to us;

- b. because of the limited services to be provided, we have limited our investigation of the facts as set out in specifically in this agreement; and
- c. the limited investigation and review means that we may not have an appreciation for the whole of your legal issue and may not identify issues/approaches to issues for the scope we are engaged on the same as we may if we had carriage of the whole matter, and that identifying issues as part of the whole and identifying approaches to issues as part of the whole is part of the scope you have undertaken yourself;
- d. that we provide advice or assistance only on any scope which we have specifically agreed to provide advice or assistance on in writing;
- e. that we are not promising any particular outcome;
- f. that in providing the limited scope of work above, we do not represent you for any other purpose and we are not obligated to provide any further legal help;
- g. if we attend court with you or on your behalf, we are not obligated to assist afterwards, unless we both agree in writing; and
- h. following any step, we will take no further steps unless and until we agree to do so in writing.

### PACKAGES AND SUBSCRIPTIONS

46. From time to time we may offer services as a bundled package or subscription (**Package**) including with another profession or other service provider (**Third Party**). In these situations, the terms under this heading apply in addition to our other terms and conditions.

47. We may share fees with a Third Party on terms and in amounts agreed to between us and the Third Party. At our billing interval for any Package, fees are deemed earned, are non-refundable, and owing to Nicol Law regardless of use of entitlements under the Package.

48. We are only responsible for work within its mandate, which we have undertaken. We are not responsible for any other work including that done by the Third Party, whether within or in excess of its mandate.

49. You may be required to enter into a separate agreement with the Third Party. We are not responsible for the continuation of services provided by the Third Party. We may substitute the Third Party and, where we are unable to find a Third Party acceptable to us we may discontinue the Package or reduce scope and pricing to our scope only.

## CONTINGENCY MANDATES

If we have undertaken your mandate on the basis of a full or partial contingency fee arrangement, the following terms apply.

50. There are benefits and disadvantages to a contingency fee arrangement. Under a contingency fee arrangement, you may pay more or less for our services than if our services were billed on an hourly rate. The benefit is that our fee is linked to the value of the outcome, and if we cannot settle your case or if you lose at trial, then subject to the exceptions in this letter you would only pay our disbursements.

51. Our contingency fee will be based on a percentage of the settlement, trial judgment, or value obtained or to be obtained in connection with our work. Unless otherwise agreed in the attached documents, our contingency fee is equal to 40% of any value received.

52. Our contingency fee becomes payable to us on a settlement, trial verdict, or receipt of value obtained in connection with our work.

53. We may make reasonable estimates of future events or non-monetary benefits to calculate the value obtained in connection with our work.

54. Our contingency fee also applies to any costs award. The percentage of the costs award we may retain will not exceed the percentage rate which applies to the contingency fee. You expressly acknowledge that by signing a retainer agreement with a contingency fee basis, you waive the right to any amount from the costs award that is payable to us in accordance with this clause and the Alberta Rules of Court as partial reimbursement for our services.

55. Disbursements are also not part of our contingency fee, are payable separately and regardless of the outcome of this matter and are addressed in greater detail elsewhere in these terms.

56. Our contingency fee is for steps up to and including trial (or except as we otherwise specify in writing) and does not include the costs of any appeal. We would be glad to separately discuss the cost of an appeal.

### Termination

#### Right to Terminate

57. You may terminate a contingency fee agreement without incurring any liability for our fees if you give notice in writing to us within five days after you are served (receive) a copy of this retainer letter / contingency fee agreement. In that case, you are responsible to reimburse us for reasonable disbursements we incurred.

#### Payment on Termination

58. If you terminate our services or if we withdraw, we reserve the right to charge you the greatest of i) the contingency fee we would have become entitled to under any offer received from the other side, or any offer we advised or recommended accepting as if such offer had actually been accepted and executed, and ii) our fees and disbursements based on our reasonable assessment of the value of services we have rendered to you, based on the portion of mandate completed, results achieved, the time we have invested in your matter, and the value we have provided you. You recognize that we may not keep detailed time records on matters which we undertake on a basis other than hourly billing, and accordingly on a termination or withdrawal may be required to

estimate the time we have invested in your matter and the value of services we have rendered to you.

#### Right of Review

59. You have the right to have this retainer agreement and contingency fee arrangement reviewed by a review officer appointed under the Alberta Rules of Court. At your request, a review officer may review the reasonableness of either or both the contingency fee agreement and any of our charges in an account rendered under this agreement. Either or both the retainer agreement or our charges may be further reviewed by way of an appeal from a review officer's decision to a judge.