

SCHEDULE A

NICOL LAW MEDIATION GENERAL TERMS

These terms apply to all mediation agreements with Scott Nicol Professional Corporation, operating under the trade name Nicol Law.

Fees & Disbursements

1. Our fees will be in accordance with the fees we have agreed to in writing in the mediation agreement.
2. Where we have not specifically identified the fee arrangement in writing, 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 the parties.
3. We further reserve the right to charge more in appropriate cases, such as pressing circumstances, the requirement for work outside normal business hours, or special demands on us.
4. In addition to fees, the parties agree to reimburse us for any expenses we incur related to the mediation, which include such things as travel expenses.
5. The parties will be charged GST on fees.
6. If we provide an estimate for mediation, it does not form a fixed fee for that mediation unless we have specifically agreed to limit our fees to that amount.
7. If we have undertaken this mediation on a fixed fee, and the mediation scope or duration increases due to the actions of the parties or a third party outside of the parties' control, we may revise and increase the amount charged for this mediation.

Security, Interest, and Collection Costs

8. The parties shall share the cost of the mediation equally and are jointly and severally liable for the cost of the mediation unless they agree to a different apportionment during the mediation.
9. Should the mediation not occur, the parties agree to share equally and are jointly and severally liable for the cost of any time spent by us in preparation for the mediation.
10. 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 34.49% per annum compounded monthly (approx. 2.5% per month) from the date of the account, until paid. The parties agree to pay our costs of collecting overdue accounts including our time in accordance with our regular rates.

Email Communication

11. We regularly communicate with parties by email. Because of the nature of email communication, it is possible that emails may be intercepted by a malicious party. The parties understand this risk and agree that we may communicate with them by email.

Data Storage

12. We will act to protect the confidentiality of the parties' information but may disclose information when required to by law or court order.
13. The parties acknowledge that we may store their information with third parties which we trust, including data hosting providers both inside and outside of Canada.
14. We will retain records relevant to the mediation 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 mediation. We will make no further inquiry of the parties before destroying records in the ordinary course.

Financial Retainer

15. We may require a financial retainer to be paid to us. The financial retainer will be placed in our trust account and will secure and be used to pay all or any part of our account or accounts when invoiced. Any unused portion of the retainer will be returned to the parties upon completion or termination of our services. Financial retainers will only be transferred from our trust account upon an invoice being sent to the parties.

Trust Funds

16. The parties 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.

Indemnity

17. The parties agree that we are not liable for any act or omission in connection with the mediation and agree to indemnify and hold us faultless from any claims for damages that may arise in any way from the mediation.

Conflicts

18. We are not presently aware of any conflict that precludes us from mediating this matter. Should we become aware of such a conflict, we will advise the parties immediately.
19. We undertake this mediation on the basis of the parties consent to us acting for parties adverse to them (in this matter or otherwise) on unrelated mandates consistent with our obligations under the professional rules governing the legal profession.

Termination

20. We, or any of the Parties, may terminate the mediation at any time without cause.

Payment on Termination

21. If the mediation or our services are terminated or withdrawn, we will charge the parties for fees only up to the time of termination, unless otherwise specified.

Counterparts

22. This mediation agreement may be executed in multiple counterparts, each of which is an original, and which together are one instrument. Counterparts may be transmitted electronically.

Independent Legal Advice

23. The parties have the right to have this mediation agreement reviewed by another lawyer before signing this agreement.

Updated Terms

24. We may update these terms and conditions from time to time. Should the parties continue a mediation engagement with us following notice of updated terms and conditions, the updated documents will govern our relationship.