



Whiteboard Law Corporation General Terms and Conditions of Engagement

Our Relationship with You

1. We will perform the Services in accordance with applicable professional standards.
2. We confirm that we are only representing the Client and are not representing any related individuals or entities. In acting for you, we have no obligation or duty to any individual or entity other than you and no lawyer-client or other fiduciary relationship exists between us and any other individual or entity.
3. We will provide the Services to you as an independent contractor and not as your agent, partner or joint venture. Neither you nor we have any right, power or authority to bind the other.

Your Responsibilities

4. You must assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
5. You need to provide (or direct others to provide) us with the information, resources and assistance that we reasonably require to perform the Services.
6. To the best of your knowledge, all information provided by you or on your behalf ("**Client Information**") will be accurate and complete in all material respects. We will rely on Client Information made available to us and, unless we expressly agree otherwise, have no responsibility to evaluate or verify it.
7. You are responsible for your personnel's compliance with your obligations under this Agreement.

Conflicts

8. Before we accept a new engagement from you, we will ask you to provide us with the names of other individuals, companies, partnerships and the like that may be involved in your matter or that may have an interest adverse to yours. We will conduct a search of our conflicts database for your name and the names of those you provide to us to determine if representing you would cause a conflict of interest. If there is an actual or potential conflict of interest, we will discuss that with you. A conflict may result in us being unable to start or continue to work with you. We rely on you to provide us with the names required in order for us to conduct a complete and accurate conflict search, including the names of those who become involved as the matter progresses.
9. Whiteboard is involved in many significant business transactions, both in Canada and internationally. As a result, from time to time, we may represent clients that are competitors, customers or suppliers of each other, or have other differing or adverse interests, or may have legal claims or positions that are directly or indirectly adverse to one another.

10. It is possible that, during the time we represent you, other clients may ask us to represent them on matters that are or may be adverse to you but that are unrelated to the Services we are handling for you. We will represent you on all matters on the understanding that we represent other clients and may accept engagements from them on other matters that may be adverse to you. However, we will not act for another client for the purpose of acting against your interests if the matter is substantially related to any Services in which we are then currently representing you or if we have confidential information that may affect the other representation unless appropriate steps have been taken to secure the confidential information from Whiteboard personnel who are involved with the adverse matter. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation and that all conflict of interest issues will be deemed to have been waived by you.
11. Lawyers are permitted to act jointly for clients when their interests are not in conflict. Although we have not currently identified a joint client, there may be circumstances in the future where we act jointly for you and another Whiteboard client. By entering into this Agreement, you acknowledge that we may act for you where your interests are not in conflict with the other joint client. If a conflict does arise, we may still continue to act for both clients so long as we obtain informed consent from both clients, and that consent may be in the form of an email exchange. If a dispute arises between joint clients, then unless both clients otherwise agree we will not act for either client and will refer both clients to separate legal counsel.

Our Advice

12. We are often asked to state our judgment about the outcome of legal matters. We will offer an opinion, but you understand that any statements or opinions we express can only be based on our professional judgment. We cannot, and do not, provide guarantees.
13. Our advice is given exclusively to you and for the purpose of the specific matter for which we have been retained. Unless we otherwise consent, you cannot rely on that advice for any other purpose, or disclose or distribute that advice to any person other than to your other advisers (who may not rely on such advice except for the purpose of advising you in relation to the relevant matter).

Confidentiality

14. We are subject to professional obligations of confidentiality.
15. Except as required by law or the Rules of the Law Society of British Columbia ("**Law Society**"), or as required by a Court or other legal authority having jurisdiction over us, we will keep your affairs confidential.

16. Correspondence between you and Whiteboard should be kept confidential by you as it likely contains sensitive or privileged information that could be detrimental to you if disclosed to any third party. In particular, **you should not forward our emails or other correspondence to any third party unless you are absolutely sure that such emails or correspondence do not contain sensitive or privileged information.** This applies to both the correspondence itself and to any attachments or enclosures.

Privacy

17. Our Privacy Statement (accessible on our Website) describes the types of personal information that we collect, use and disclose, as well as how we use and disclose that information, your choices regarding that use and disclosure and how you can correct and have access to that information. We may amend our Privacy Statement from time to time.
18. If you are a corporation, then by accepting this Agreement you accept our personal information handling practices, as described in the Privacy Statement. If you are an individual, then by accepting this Agreement you consent to our collection, use and disclosure of any relevant personal information about you, as described in the Privacy Statement. In each case, our Privacy Statement forms part of this Agreement.

Fees and Expenses Generally

19. You will pay our professional fees and expenses in connection with the Services.
20. In some cases, we will provide you with a fixed fee quote for the Services, together any applicable assumptions, qualifications and exclusions from that quote.
21. Our fixed fee is subject to adjustment if (a) any of our assumptions or qualifications set out in our quote change, (b) events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned, or (c) you ask us to modify the original tasks or perform additional tasks, or place special demands on us.
22. Our fees for Services not subject to a fixed fee quote will be determined by us based on our assessment of our contribution to the value you receive from the Services provided, not the time spent providing those Services, and may reflect such factors as the novelty and complexity of the issues, the specialized skills required, the rights and obligations at risk, the urgency of the matter (including special demands placed on us), the result achieved and the extent to which office procedures and systems have efficiently produced a high quality product. Our overall objective in determining your fees is to ensure that they are fair in the circumstances.
23. We are often asked to estimate the amount of fees and costs likely to be charged in a particular matter. Except for fixed fee Services (including any adjustments to those fees as discussed above), these estimates are not guaranteed maximum amounts. Except in rare types of matters, it is impossible to predict exactly how much time and effort will be required. This is especially

applicable in matters involving negotiation, where factors outside our control often affect our fees.

24. Unless otherwise agreed by us in writing, our fees, including fixed fee agreements, do not include out-of-pocket expenses incurred by us for such things as government search or filing fees, agent's fees and other expenses specifically related to this engagement. We will itemize these expenses on our invoices. If we anticipate that these expenses will exceed \$1,000 we may ask for funds in advance. Similarly, we may ask you to retain directly any third party whose services may be required in connection with your matter, including agents and experts.
25. If this matter was a referral from another lawyer due to our expertise and ability to handle the matter, we may pay a reasonable referral fee to such lawyer. Law Society Rule 3.6-6 permits us to pay that other lawyer a referral fee for this referral as long as the referral fee paid by us to the lawyer is reasonable and will not increase the total amount of the fee charged to you and in such case you consent to the payment of the referral fee.
26. The Law Society requires that we collect a trust administration fee for each trust transaction relating to your file, except where trust funds are provided for the purpose of paying our invoices. As at the date of this Agreement, that fee is \$25 and will be charged to your account as a disbursement cost. If that fee changes, then we will charge you the new amount as applicable.
27. You will be charged applicable taxes on our fees and on some out-of-pocket expenses.

Retainers

28. We may require a retainer from you before we begin to provide Services. We also reserve the right to require ongoing retainers as a condition of continuing to provide Services. If a retainer is required, then we will discuss the amount and terms with you.
29. All retainer funds will be held in our unsegregated trust account and may be applied in payment of any of your accounts with us.

Invoicing and Payment

30. We may require payment for fixed fee Services in advance. In all other cases, we will render invoices for Services on a periodic basis as our assignment progresses.
31. Payment of our invoices is due upon receipt. If an invoice is not paid within 30 days, then we may charge interest on the overdue amount starting from the date of the invoice until the date we receive payment in full. If no interest rate is specified on our invoice, then interest will be payable at 18% per year. Interest will continue to be calculated and imposed until all outstanding amounts have been paid in full. However, we do not allow delinquent amounts to remain outstanding. We may charge a fee for dishonoured payments.
32. If you pay an invoice by electronic means, then you are responsible for any charges imposed by your bank (such as e-transfer fees or wire transfer charges) in making

that payment, and those charges cannot be deducted from the invoice amount.

33. If you are located in a jurisdiction in which withholding taxes are applicable and you are required by law to withhold or deduct tax, then the amount of each invoice will be treated as being increased to the extent necessary to ensure that, after such withholding or deduction, we receive a net amount equal the amount of that invoice.
34. If you fail to pay our invoice, then we may suspend performance of the Services. You will also be responsible for all reasonable costs incurred by us or our agents in connection with collection or attempted collection action taken against you.
35. Once an account has been paid in full it cannot be opened up, re-billed or changed. However, you have the right to have an account reviewed under the *Legal Profession Act* within 12 months of the account being delivered, or within 3 months of the account being paid, whichever is first.

Trust Funds

36. Money received in trust for you (including retainer funds) will not earn interest for you unless you provide us with written instructions to deposit it in an interest-bearing account with an approved financial institution. We are not responsible for any risk involved in placing trust funds with a particular financial institution. Most financial institutions impose a minimum deposit requirement and a service charge for segregated trust accounts. Any bank service charges incurred by us in setting up a segregated account for you will be billed to you as a disbursement. In many cases, those costs and charges will exceed the amount of interest that will accrue on your funds while on deposit in a segregated account. Canadian funds up to \$100,000 are insured by the Canadian Deposit Insurance Corporation.
37. **Funds in US dollar trust accounts in Canada are not insured by the Canadian Deposit Insurance Corporation ("CDIC").** If you instruct us to deposit funds into a US dollar trust account, then by accepting these Terms and Conditions of Engagement you acknowledge that those funds are not insured by CDIC.

Limitation on Liability

38. Whiteboard is not liable to you (or any others for whom Services are provided), whether in contract law or tort (including negligence), under statute or otherwise, for (a) any damages or other amounts for loss of profit, data or goodwill, or (b) any amounts for consequential, incidental, indirect, punitive or special damages, in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
39. The total aggregate liability of Whiteboard to you (and any others for whom Services are provided) for any loss or damage arising out of or relating to this Agreement or the Services is limited to the amount of the fees you have paid us for the particular Services directly giving rise to such loss or damage. This limitation applies regardless of whether Whiteboard's liability arises under contract, tort (including negligence), statute or

otherwise. This limitation does not limit our liability for loss or damage caused by our fraud or willful misconduct and will not apply to the extent prohibited by applicable law or professional regulations.

40. If Whiteboard is liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, then Whiteboard's liability to you will be several and not joint and several with those other parties, and will be limited to Whiteboard's proportionate share of that total loss or damage, based on Whiteboard's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time will affect any assessment of Whiteboard's proportionate liability under this Agreement, nor will settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
41. The term "**Whiteboard**" includes Whiteboard Law Corporation, any partner thereof or related law corporation (whether by contract or otherwise), or any of their respective employees, independent contractors or agents.
42. You must make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than 2 years after the completion of the particular Services (and the you agree that the limitation periods established by the British Columbia *Limitation Act* or any other applicable legislation will be varied and/or excluded accordingly). This limitation will not apply to the extent prohibited by applicable law or professional regulations.

Intellectual Property Rights

43. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("**Materials**") in performing the Services. Notwithstanding the delivery of any work product to you or on your behalf, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not in any Client Information reflected in them).
44. We retain all copyright and other intellectual property rights in everything developed or created by us before or during the course of an engagement, including our files and work product. All original client materials will be returned to you on request following completion of our assignment and payment of our accounts. If you request that we transfer your file to another lawyer or otherwise make copies of materials in our files, then we may charge you for our reasonable professional time and expenses incurred.

Records Retention

45. In the course of our representation of you, we may come into possession of originals or copies of documents or other materials belonging to you. Our policy is to normally scan and file electronic copies of documents and not to retain any original or paper copy documents in our files. The only exception to this policy is for company minute books that we maintain and that generally contain original documents. If we wish to return original documents to you following the termination of our engagement relationship, then we are only obligated to send the originals to the last known address we have on file that you have sent us. In addition, our records retention policy provides that, except in rare circumstances, upon the expiration of 3 years after the file for a particular matter file has been closed, all materials in the file will be destroyed. Our records retention policy may not be synchronized with your policy or practice. Absent written agreement with you to the contrary, we are free to retain or destroy the records that we possess with respect to the Services as we determine to be appropriate.

Electronic Communications

46. In the course of providing Services, we may communicate with you and others by email. We may also use Internet-based deal rooms or data rooms. There are risks in sending information electronically and in using those types of electronic facilities (including the security risks of interception, unauthorised access and viruses) and you understand and agree such use by us will not in itself constitute a breach of our confidentiality obligations under this Agreement.

47. Electronic communications are vulnerable to attack by viruses and other destructive electronic programs. We have taken countermeasures to deal with such vulnerabilities but cannot guarantee that such countermeasures will be effective in all circumstances. Furthermore, our system may occasionally reject a communication you send to us, or we may send you something that is rejected by your system. Accordingly, we cannot guarantee that all communications and documents will always be received, or that such communications and documents will always be virus free, and we make no warranty with respect to any electronic communications between us.

48. In addition, we make no warranty with respect to the security of any electronic communication between us and you consent to our exchange of unencrypted communications. Any unsecure methods of communication could adversely affect a claim for solicitor-client privilege. If you require encryption, special arrangements must be made.

49. Whiteboard is not liable for any unauthorized interception, use or disclosure or error, loss, damage or omission arising from or in connection with the electronic communication of information between us or the use of Internet-based deal rooms or data rooms or our reliance on information received by email except in the case of Whiteboard's wilful default or dishonesty. For the purposes of this Section, the term "**Whiteboard**" includes Whiteboard Law Corporation, any partner

thereof or related law corporation (whether by contract or otherwise), or any of their respective employees, independent contractors or agents.

Term and Termination

50. This Agreement applies to all Services, including those performed before the date of this Agreement.

51. You may terminate some or all of the Services at any time by giving written notice to us.

52. Subject to the rules of professional conduct applicable to us, we may give written notice to you at any time of our intention to terminate this Agreement and our representation of you:

- (a) immediately, if it becomes required or advisable by law or by our professional ethics for us to cease acting for you;
- (b) if any of our invoices are not paid within 90 days of being rendered;
- (c) if we consider that payment of our fees and disbursements may be at risk and suitable arrangements are not made to secure payment;
- (d) if you fail to provide us with instructions within a reasonable period of being asked for them; or
- (e) if we decide it is necessary for any other reason, in which case we will provide you with reasonable notice.

53. Unless terminated sooner, this Agreement will terminate upon the earlier of the date of (a) your receipt of our final account, identified as such, and (b) 12 months have elapsed from the time you last requested and we furnished billable services to you, and not when we close your file for our internal and administrative purposes. Once terminated, our engagement will be revived only by mutual written consent and will not be deemed to be revived by the fact that we may subsequently send you, at no charge, information on new legal developments.

54. Following completion of any matter, we have no continuing obligation to advise you of any change in laws or the judicial interpretation of laws related to that matter, even if they affect your rights and obligations, unless we are specifically engaged by you to do so.

55. Notwithstanding any termination of this Agreement, you will remain obligated to pay for all Services provided and costs and expenses paid or incurred on your behalf up to the date of termination and which are reasonably necessary thereafter. The provisions of Sections 8, 13, 14, 15, 19, 31, 35, 39, 40, 41, 42, 43, 44, 44, 49, 54, 56, 57 and 58 of these General Terms and Conditions will continue to apply despite any termination of this Agreement.

Governing Law and Dispute Resolution

56. This Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. Any dispute, claim or other matter arising out of or relating to this Agreement or the Services will be subject to the exclusive jurisdiction of the British Columbia courts.

Miscellaneous

57. On occasion the firm will seek to publicize representative work that we believe reflects well on you and us. By engaging us to provide Services, you authorize us to publicize a general description of those Services and our representation of you. This consent extends to the use of your logo, where applicable. If you advise us that you do not wish us to publicize a specific matter, whether or not it is a matter of public record, then we will not publicize it.
58. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
59. Both of us must agree in writing to modify this Agreement.
60. You represent that each person signing this Agreement is expressly authorized to execute it on behalf of the Client and to bind the Client to its terms. You represent that any others for whom Services are provided shall be bound by the terms of this Agreement.
61. You cannot assign any of your rights, obligations or claims arising out of or related to this Agreement or any Services.
62. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, then the other provisions will remain in full force and effect.