

GENERAL RETAINER AGREEMENT



TO: GARDINER MILLER ARNOLD LLP ("GMA")

Scope of Retainer - We (the "Client") hereby retain Gardiner Miller Arnold LLP ("GMA") to undertake the following legal matter on my/our behalf (please fill in the services you would like):

Engage Services - The Client hereby requests GMA to render such services, take such proceedings, employ such agents, counsel, experts or services as may be appropriate and expend such disbursements as GMA may deem necessary in order to properly provide its legal advice and services.

Disbursements - Typical disbursements may include postage, photocopying, long distance charges, government or court fees, process servers' fees, title searching fees, document compilation and binding, computer-based legal research and any other amounts charged by third parties. Disbursements are charged in addition to GMA's legal fees, together with applicable taxes and interest on accounts remaining unpaid for more than 30 days after the date rendered, charged and payable at the rate permitted pursuant to the Solicitor's Act from time to time.

Legal Fees - The Client shall promptly pay to GMA its legal fees for services rendered based upon the applicable hourly rates of such of the lawyers and clerks in the amounts established by GMA as may be adjusted from time to time. Please ask us for our schedule of hourly rates.

Retainer Cheque - Enclosed is the Client's initial retainer cheque in the amount of \$..... as a partial payment on account of all legal services to be rendered by GMA. The Client authorizes and directs GMA to hold the retainer cheque amount in its non-interest bearing general trust account, which initial retainer amount shall be adjusted and replenished promptly by the Client as an on-going evergreen retainer in response to appropriate interim accounting by GMA to the Client from time to time, whereupon the initial retainer amount shall be replenished within 15 days thereafter. The retainer amount shall be applied against GMA's accounts for legal services rendered when delivered to the Client. Any excess retainer amount shall promptly be rebated to the Client upon rendering of a concluding account with respect to the scope of retainer referred to above.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE(S) HAVING READ AND UNDERSTOOD THIS GENERAL RETAINER AGREEMENT (AND THE TERMS AND CONDITIONS ATTACHED HERETO) AND AGREE(S) TO ABIDE BY THE PROVISIONS HEREOF.

DATED this day of, 20....

..... seal
Print Corporation Name Signature (Individual Client)

Per:.....
Signature Print Name

..... seal
Print Name and Title Signature (Individual Client)

Per:..... (c/s)
Signature Print Name

.....
Print Name and Title

We have authority to bind the Corporation

GARDINER MILLER ARNOLD LLP

Per:
Lawyer



GMA'S STANDARD TERMS AND CONDITIONS ATTACHED TO GENERAL RETAINER AGREEMENT

Efficient Professional Services - The Client expects GMA to render its legal services on a practical, professional, confidential, cost-effective basis and to a high quality standard. GMA is expected to comply with the Law Society of Upper Canada's Rules of Professional Conduct and applicable legislation, case law and regulations. GMA shall consult with the Client with respect to major decisions or choices, pertaining to significant alternatives or financial impacts, but GMA shall be expected to process the Client's legal affairs in accordance with efficient standardized procedures without consultation, recognizing that legal services must often be performed as an art rather than a science.

Payment - The Client(s) agree(s) (jointly and severally) to pay GMA's accounts for fees, disbursements and taxes within 30 days after accounts are rendered. In the event of the Client's failure to pay any of GMA's accounts on a timely basis, interest shall be charged and payable at the interest permitted pursuant to the *Solicitors Act*. Non-payment of GMA's account on time may result in cessation of services by GMA until accounts are paid up to date and shall entitle GMA to terminate this General Retainer Agreement and GMA shall be entitled to cease acting for the Client at its discretion, forthwith upon written notice to the Client.

Final Accounts - Each of GMA's interim and concluding statements of account shall be final and binding, unless the Client specifically notifies GMA in writing of any dispute with respect to GMA's account within 45 days after such account was rendered to the Client, but not otherwise.

General Trust Account - The Client hereby authorizes and directs GMA and any party to any transaction, litigation or matter involved within the scope of the retainer services to pay into GMA's general trust account held by GMA in trust on behalf of the Client, any retainer amount, monies or proceeds to which the Client may become entitled. GMA's general trust account is a mixed non-interest bearing trust account operated in accordance with all requirements of the Law Society of Upper Canada. GMA is hereby authorized to apply such monies first in payment of any outstanding accounts for fees, disbursements, taxes and interest rendered by GMA, and second in payment to any other authorized third party who has rendered services on behalf of the client, whereupon the balance shall be remitted to the Client or as the Client may direct.

Interest-Earning Deposits - In the event the Client wishes to instruct GMA to deposit any of the Client's retainer, trust funds or proceeds of any transaction or litigation into a separate interest-bearing trust account in order to hold large amounts in trust for an extended period of time, the Client shall either hereby instruct GMA to do so (by initialing the following signature line(initial)), or the Client may at any time instruct GMA in writing to deposit any such amount into a separate interest-bearing trust account. GMA's fee for opening a separate interest-bearing trust account, completing accounting procedures and reporting to the Law Society of Upper Canada amounts to \$200 per annum.

First Charge - The Client hereby gives to GMA a first charge and security interest attached against any document, asset, funds under GMA's control or the proceeds of any transaction or litigation undertaken within the scope of GMA's legal services, to the extent of unpaid fees, disbursements, taxes and interest of GMA or any other authorized third party who has rendered services on behalf of the Client. The security interest given to GMA hereunder shall constitute a purchase-money security interest in accordance with the *Personal Property Security Act*.

Indemnification - The Client shall indemnify and save GMA, its lawyers and employees harmless from any liability, expense and full indemnity legal costs arising from or in connection with any claim, action, cause of action, suit, legal proceeding, settlement or demand by any third party, unless any such liability, expense or costs arises with respect to the negligence or breach of any duty owed by GMA, its lawyers or employees to the Client.

Joint Retainer - If GMA has been asked to act for more than one individual Client within the scope of this retainer, each of the Clients acknowledge that GMA has advised each of the Clients that: i) GMA will act jointly and severally on behalf of each and all of them; ii) No information received in connection with the matter from one can be treated as confidential so far as any of the clients are concerned; iii) If a conflict develops that cannot be resolved, GMA cannot continue to act for all of them in the matter and may have to withdraw completely; and iv) Each of the Clients have a right to obtain independent legal advice and representation but the Clients have preferred that GMA act for each of the Clients together. Each of the individual Clients hereby consent to the Joint Retainer and request that GMA act equally and impartially on behalf of all such Clients, subject to compliance with the criteria established by the Law Society of Upper Canada in Rule 2.04 of its Rules of Professional Conduct.

Material Conflict - In the event that any material conflict may arise of which GMA becomes aware which cannot promptly be resolved on consent of the parties, any Client or GMA may notify each of the other Clients and GMA of the existence of any such conflict, whereupon each of the Clients are hereby advised to obtain independent legal advice and representation, provided that in the event that GMA has had a pre-existing relationship with one of the Clients, or in the event the Client is a business corporation or other entity of which the remaining Clients are shareholders, then in any such case, GMA shall be entitled to continue to act on behalf of such pre-existing or corporate Client.

Business Entity Criteria - In the event that one of the Clients is a business corporation, organization, partnership, limited partnership or other business entity (the "Business Entity"), each of the Clients confirm that GMA's primary obligation is to act in the best interests of the Business Entity, but GMA shall make its best efforts to also act in the best interests of each of the shareholders or members thereof who are GMA's Clients on the Joint Retainer basis set out above. Each of the officers of a Business Entity who have signed GMA's General Retainer Agreement hereby jointly and severally guarantee personally to pay GMA's accounts in the event the Business Entity fails to do so within 60 days after GMA has rendered an account to the Business Entity.

Joint Wills - In the event **GMA receives instruction from spouses to prepare or amend any joint document (such as joint Last Wills and Testaments, Powers of Attorney, trusts, estate planning or estate administration for such spouses based on their shared understanding of the terms to be included in any such document), the Clients agree that the matter shall be treated as a Joint Retainer on the basis set out above.** If, subsequent to the execution of Mutual Wills, one spouse instructs GMA in a manner contrary to the spouses' earlier mutual instructions, GMA shall decline to act in respect of such matter unless the mutual consent of both spouses is otherwise obtained or unless the other spouse is no longer married to the Client or is no longer alive.

Real Estate and Business Transactions - In the event the Clients are joint purchasers, joint vendors or vendors and purchasers in a real estate transaction, joint parties to a business transaction, or if GMA is acting for both the mortgagee and property owner or purchaser in any transaction, the Clients confirm that no conflict of interest shall thereby arise and GMA is hereby authorized and directed to act for all such Clients on the Joint Retainer basis set out above.

Privacy Issues - Clients are warned of the risks to solicitor and client privilege and litigation privilege and various privacy issues inherent in communicating details of litigation cases or other legal matters by e-mail or other electronic media. Clients should restrict the sharing of e-mails pertaining to such litigation or other legal matters only to their professional advisors or persons having a direct need to know such information on behalf of the client.

..... - *Initial*

..... - *Initial*