

CLEAR TITLE LAW STANDARD TERMS OF ENGAGEMENT

CLEAR TITLE LAW and CLEAR VIEW LAW are registered tradenames of M.R. Baril Professional Corporation, each of which is referred to as "CLEAR" hereafter. CLEAR engages in legal practice as a law firm which is committed to providing its clients with the highest quality legal services and to building a lasting relationship with its clients as their trusted legal adviser.

These Standard Terms of Engagement (**Standard Terms**) will apply to all engagements between CLEAR and a client unless otherwise agreed in writing by the client and an authorized representative of CLEAR. These Standard Terms may be supplemented by additional standard provisions and/or a letter or contract of engagement relevant to the specific engagement for which you instruct CLEAR to provide services.

1 Defined Terms

1.1 The following documents will constitute the entire agreement relating to our engagement by a client: (i) any letter or contract of engagement, (ii) any additional standard provisions referred to above, (iii) these Standard Terms, (iv) any other terms and conditions agreed between CLEAR and the client, and (v) any amendments or supplements to any of the foregoing agreed from time to time. In the event of any conflict between the terms of the foregoing, the documents shall be construed in the order of priority in which they are referred to above, but subject to any amendments as referred to in (v).

1.2 In the above-mentioned documents:

- (a) We, our and us refer to CLEAR. You and your refer to the client (jointly, if more than one, and not individually) with which CLEAR engages. Unless otherwise specifically agreed, you and your do not refer to, and no attorney/client or solicitor/client relationship will exist, as to persons or entities related to the client, including but not limited to parent companies, subsidiaries, affiliates, employees, officers, directors, shareholders, partners, members, commonly owned corporations, partnerships or participants in joint ventures

2 Your relationship with us

2.1 When you instruct us to represent you on an individual matter in which fees may be billed, we may supplement these Standard Terms with a Letter or Contract of Engagement to you to set out:

- (a) the scope of the work we have agreed to undertake and any assumptions on which it is based;
- (b) who will be the responsible lawyer and other key team members who may assist in providing legal services;
- (c) the fees and invoicing arrangements if different than set out herein; and
- (d) any applicable limitation of liability.

2.2 Your contractual relationship for individual matters is between you and CLEAR, which provides services under these Standard Terms of Engagement, and not any individual. You understand that we do not make any promises or warranties as to the outcome of the representation.

3 Our fees

3.1 Our bills are payable on receipt. Bills may be delivered monthly or on such other basis as deemed appropriate by CLEAR, and at the conclusion of the matter on which we are instructed by you.

3.2 Bills are generally delivered by way of e-billing. You understand that: (i) we will send your information to you via email; (ii) any costs that you may incur in making payment are borne by you; and (iii) such costs shall not reduce the fees otherwise chargeable by us.

3.3 If you are required by law to deduct or withhold any amount when paying a bill, you will pay to us an additional amount to ensure that we receive a net sum equal to the amount of the bill.

3.4 We need to approve in advance any proposal for any part of one of our bills to be paid by a third party. Notwithstanding any approval by CLEAR, you agree that you remain responsible for paying the entire bill and any interest accrued on it.

3.5 Unless otherwise agreed, CLEAR will include any fees and charges paid or payable to third parties on your behalf in its statements to you, which you will be obligated to pay in order that CLEAR can remit payment to such other entities.

- 3.6 If a bill remains unpaid 30 days after delivery:
- (a) you agree that we may be entitled to charge interest on any unpaid portion at such rate and under such arrangements allowable under the laws and professional regulations applicable to us or as may be otherwise provided for in applicable additional standard provisions or an agreement between us and you;
 - (b) Our current interest rate is 1.5%, calculated monthly and
 - (c) on giving written notice to you, we may cease work on the matter to which the bill relates and any of your other matters. You agree that we are not responsible for any loss resulting from such inactivity. If the matter is litigious, we may also remove ourselves from the Court or tribunal record.

3.7 You agree that we may exercise a lien over your files and documents until all bills due to us from you have been paid in full, subject to the laws and professional regulations applicable to us.

3.8 If we are required by any governmental or regulatory body, or by a service provider appointed by you, to submit one of our bills to audit, to produce documents or provide information on any individual matter on which you have instructed us to represent you, we shall be entitled to bill you for the work involved (and any disbursements incurred) at the rates agreed for the relevant matter. If legal privilege attaches to any such documents, you will either waive privilege or instruct us to represent you with respect to their review and the assertion of any privilege.

4 Disbursements and other charges

4.1 We may consider it to be in your interests to instruct counsel or engage correspondent lawyers, experts or others on your behalf and at your expense. We will consult you before doing so if such instructions or engagements will result in significant fees becoming payable.

4.2 You are obligated for the payment of fees and charges paid or payable to third parties that are incurred by CLEAR in providing you legal services. You will make immediate payment for such fees and charges to CLEAR upon request.

4.3 We may also charge for photocopying, telephone calls, travel, searches, court fees, hosting on-line data or deal rooms and for other services at our or the relevant third-party provider's standard rates from time to time and for other expenses. These charges will be included in our bills and will not include any mark-up of expenses for which the precise cost can be readily determined but may vary from or exceed our or the third-party provider's direct cost for services for which the precise cost cannot be readily determined.

5 Money held on account for you

5.1 We will deposit any money we hold on your behalf with a regulated financial institution and manage it in accordance with the laws and professional regulations applicable to CLEAR (further details are available on request). You agree that we are not responsible for any loss of funds so deposited and managed.

5.2 If you deposit money with us on account of our fees, the principal will be applied to any interim bills or your final bill, rendered when we complete your instructions. Unless you and we have agreed otherwise, we may also apply any part of the money in settlement of any outstanding interim bills we submit to you.

5.3 Unless you and we have specifically agreed in writing, all funds held on account for our fees, or otherwise for you shall not earn any interest on your behalf in accordance with the laws and professional regulations applicable to CLEAR.

6 Communicating with us

6.1 When you seek and receive legal advice from us on your rights and obligations, the applicable law, or other legal advice, attorney-client privilege will attach to our communications related to that advice. If we act for you in contemplated or actual legal proceedings, litigation or attorney-client privilege will attach to our communications related to those proceedings.

6.2 You agree that we may communicate with you using electronic means including email, fax and text messaging, knowing that certain risks (including, for example, interception, unauthorized access and viruses) are associated with such means.

7 Confidentiality, conflicts of interest, and our relationships with other clients

7.1 We will keep all information obtained from you, which is not in the public domain, confidential, and will only otherwise disclose it with your authority; if required to do so by law or court order; if required or permitted by applicable rules of professional conduct; or if permitted under section 9. You specifically agree that we may disclose any relevant information:

- a) in order to protect and/or defend ourselves in any actual or threatened legal, civil or regulatory proceeding, brought by, or behalf, or for the benefit of any party, and

- b) in confidence to our insurers, insurance brokers, auditors, bankers and other providers of financial services and other advisers if and to the extent such disclosure may occur without waiving or losing applicable legal privilege.
- 7.2 You will provide us, and will instruct your other advisers and any co-venturer or other co-participants to provide us, on any matter on which we are instructed, with all relevant information and documents, all of which will have been properly obtained and on which we may rely without verification. You agree that, unless you instruct us otherwise, we may disclose any relevant information to your other professional advisers.
- 7.3 CLEAR provides services on a wide variety of issues, to many clients both locally, nationally and in some cases internationally, some of whom operate or may in the future operate in the same areas of business in which you are operating or may in the future operate. Our current office locations, as well as a summary of our current practice areas in which we represent clients can be found on our website at www.cleartitlelaw.com. It is possible that current and future clients of ours may come into contact with you, and it is important that we agree with you on certain matters in relation to conflicts of interest to preserve our ability to represent you while also preserving the right of our other clients or potential clients to choose us to commence or continue as their counsel. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with a matter in which that client's interests are or potentially may become adverse to your interests. In that regard, you:
- (a) consent to, and waive any conflicts of interest with respect to, our representation of any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter (including but not limited to litigation, arbitration or other dispute resolution proceedings, administrative proceedings and bankruptcy, insolvency, restructuring, counseling, negotiations or transactional matters) that is not substantially related to any matter on which we represent or have represented you, even if their interests are directly adverse to you or your interests in such other matter. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests;
 - (b) agree that no engagement that we have undertaken or may undertake on your behalf will be asserted by you either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify us from our representation of, any current or future clients (including any parties adverse to you in any matter in which we represent or have represented you) in any matter that is not substantially related to any matter on which we represent or have represented you. Such current and future clients may include your investors, financial advisors, debtors, creditors, competitors, adversaries or others who have interests that are contrary to your interests;
 - (c) acknowledge that another client's interests will not normally be considered adverse to yours merely because the other client is a business competitor, customer or supplier of yours, or is asserting through us legal positions or arguments that are inconsistent with those you are asserting or may wish to assert, or is adverse in interest in another matter to an entity with which you have a relationship through ownership, contract or otherwise;
 - (d) agree that you fully understand the scope and application of these provisions and your consent and waiver is voluntary and fully informed;
 - (e) agree that you intend for your consent and waiver to be effective and fully enforceable, and to be relied upon by us without future reference; and
 - (f) agree that you have had the opportunity to obtain independent legal counsel with respect to the terms and conditions of these provisions and this consent and waiver and have either consulted with independent legal counsel or chosen not to do so.

We agree, however, that your consent and waiver does not permit us to represent another client in a matter if we have obtained your non-public proprietary or other confidential information from you that could be used by that other client to your material disadvantage unless we take timely and adequate steps to protect your confidential information. For the avoidance of doubt, your agreement to these terms and conditions and the consent and waiver will have no adverse impact upon our representation of your interests in any matter on which we currently represent you.

- 7.4 You agree that we are under no duty to disclose to you or use on your behalf any information in respect of which CLEAR owes a duty of confidentiality to another client or any other person.
- 7.5 For the purposes of publicity and clearing conflicts, you agree that we may, unless you instruct us otherwise, disclose (a) the fact that we have a relationship with you, and (b) our role as legal advisers in any matter on which we are instructed during and following its completion. Where in (b) the matter is publicized after completion, whether by you or a third party, you agree that we may disclose our involvement, referring only to the information that is already in the public domain.

8 Complaints

- 8.1 Any concerns or complaint about our work should be directed initially to the partner/lawyer responsible for carrying out your instructions or, if you prefer, to the Managing Partner. We maintain internal procedures that can be employed should a concern or complaint require escalation beyond the responsible partner/lawyer. The laws and professional regulations applicable to us may also provide formal complaint procedures.
- 8.2 In particular, you should raise any queries regarding any of our bills with the partner or director responsible for the matter as soon as possible. If any part of one of our bills is queried by you or the relevant payer, you agree to immediately pay, or procure payment of, those parts not subject to query.

9 Data protection, exchange of information and storage of documents

- 9.1 We act as a data controller in the provision of our services. We will process personal data provided to us by you or your employees or agents in relation to any instruction in accordance with data protection standards required by applicable law and will implement appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to that personal data. Please see our Privacy Policy for further information on our collection, use and processing of personal data:
- 9.2 Each party (you and we) will assist the other party in complying with its respective obligations under applicable data protection law and will ensure that the provision of personal data to the other party is fair and lawful. You agree that you will make our Privacy notice available to your employees or other individuals whose personal data you share with us where the provision of information is required by applicable data protection law. We in turn agree that we will promptly notify you either: (i) upon receipt of a request or complaint from a regulatory authority or an individual exercising a data subject right in respect of any personal data that you have provided to us or that we have obtained on your behalf; or (ii) in the event of loss, disclosure or unauthorized or unlawful processing of such personal data. We will cooperate with you and provide all reasonable assistance as may be required in either case.
- 9.3 We will use your contact details, and those of your staff with whom we have contact, to provide you with information relevant to your business, and to ensure your continuous access to publications, events and news in areas of interest to you. Where your employees supply their contact details to us, we will only use that personal data in accordance with our Privacy notice referenced above or as otherwise consented to by them.
- 9.4 You agree that we may use your information (including personal data) for internal purposes, including for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management. Arrangements are in place to protect the confidentiality of the information.
- 9.5 We may outsource certain functions associated with servicing clients to a service centre dedicated to CLEAR, or to other third-party providers. For example, we may outsource information and document management, office support, technology and IT services, word processing, photocopying, document service and delivery, and translation services.
- 9.6 Some of your data may be stored using cloud technology managed by a third-party service provider. We have agreements in place with the third-party service providers referred to in paragraphs 9.6 and 9.7 where applicable and also employ technical and organizational measures to protect the confidentiality and security of any information shared with them.
- 9.7 We do not undertake to store or retain your files (whether paper or electronic) for any particular period of time but will do so for at least the minimum number of years required by applicable laws and professional regulations. Files may be destroyed at any time after the expiry of such period, without notice, except those files you have requested in writing be delivered to you prior to its destruction.

10 Copyright and intellectual property

- 10.1 We retain all copyright and other intellectual property rights in all material developed, designed, and created by us in the course of a matter. You may only use and copy material created by us for you, or which we have developed independently of our work for you and used in the course of your matter, in accordance with our advice or specific license terms. All material must be kept confidential by you unless we agree otherwise.
- 10.2 We may use all material created and/or modified by us in the course of any matter for legal training, forms, service development (including in the training of artificial intelligence technologies in which event the materials may be hosted on a third-party system) and research purposes, without reference to you.

11 Our compliance with certain laws and regulations

- 11.1 We may require you to provide identifying documents and information concerning yourself and individuals and/or entities associated with you to comply with anti-money laundering, sanctions and other laws and regulations, and to keep those

documents and information up to date. We may be unable to carry out your instructions if we are unable to verify your identity or, in some instances, the identities of your directors, shareholders and eventual beneficial owners. We shall only process such identifying documents and information for the purposes of preventing money laundering or terrorist financing, or a breach of sanctions laws or regulations, and to fulfill any other legal and regulatory obligation and shall retain it for the period necessary in accordance with permitted or required retention and limitation periods and in accordance with our data protection obligations as set out at paragraph 9 above.

- 11.2 We may be required by law or regulation to report to a governmental or regulatory authority our knowledge and/or suspicion that certain criminal offenses have been committed, regardless of whether such an offense has been committed by a client of ours or by a third party. We may not be able to discuss such reports with you because of restrictions imposed by those laws and regulations, and we may have to cease acting for you in those circumstances. You agree that we are not responsible for any adverse consequences you may suffer as a result of our compliance with such laws and regulations.

12 Integrity and ethics

Our policy is to act at all times in accordance with the highest professional, ethical and business standards, and we expect you to act in like manner in all your dealings with us and your business counterparties. We do not countenance bribery or corruption in any form and you agree (i) not to expect or request any conduct from us that might bring our name into disrepute or compromise our integrity, (ii) that you and your employees and agents will refrain from any practices involving bribery or any other illegal or corrupt activities and (iii) that you have taken or will take internal steps or procedures designed to ensure compliance with all applicable anti-bribery and corruption laws.

13 Force majeure

Neither you nor we will be responsible for failure to perform our respective obligations concerning your instructions (save for your responsibility to pay our bills in full) if the failures are due to causes outside, respectively, your or our control.

14 Amendments

From time to time, we may need to amend these Standard Terms. If this occurs, we will post the current Standard Terms in effect on our website, but they will not affect any matter on which we are then currently instructed except as agreed in writing between CLEAR and you.

15 Limitations

If the validity or enforceability of any of these Standard Terms is in any way limited by the laws and professional regulations applicable to us, those laws and professional regulations will take precedence, but these Standard Terms will be valid and enforceable to the fullest extent permitted by such laws and professional regulations, and such limitation shall not affect the validity or enforceability of any other term.

16 Termination

- 16.1 Either you or we may terminate our engagement at any time by giving reasonable prior notice in writing, subject, in our case, to any applicable laws or regulations. We will only stop acting for you if we believe we have a good reason to do so, including in the circumstances contemplated by paragraph 3.5 (b), but we retain sole discretion regarding any such decision.
- 16.2 If our engagement is terminated for any reason, you agree to pay in full our bills representing fees, costs, disbursements and other charges (including GST, PST or similar taxes, if applicable) up to the time of the engagement's termination.
- 16.3 A solicitor/client or attorney/client relationship exists between you and us only if, at the relevant point in time, we are working under direct instructions from you; we shall have no duty to provide you advice at any other time concerning changes in laws, rules or regulations that might affect your rights.
- 16.4 We may send you general information on legal developments without charge, or include you in general correspondence after our engagement with you has been terminated. This will not change the fact that our engagement has been terminated.

17 Fraud alert

As scams involving fraudulent invoices purporting to be issued by large organizations have become more prevalent, we strongly recommend that you take steps to safeguard your information and orally verify the authenticity of any payment request before responding to it. We will not be responsible for the actions of third parties who use the CLEAR name or logo in such scams. If you have any concerns regarding the veracity of a payment request or other communication that refers to CLEAR, please contact our office, your lawyer, the paralegal, or a member of our finance team.