

## **LEGAL SERVICES STANDARD TERMS AND CONDITIONS**

### **1. Authorization**

- 1.1. You hereby authorize the Firm to act on your behalf in any matter in terms of and subject to the content of these Standard Terms and Conditions.
- 1.2. The content of the Standard Terms and Conditions is applicable to any matter or file that the Firm assists you with or manages on your behalf and the Firm is not required to make you aware of this agreement with each new instruction received from you.
- 1.3. The content of the Standard Terms and Conditions may change from time to time. The Firm is not obligated to inform you of any changes. As the latest version thereof will always be applicable to your relationship with the Firm, make sure that you are aware of the content thereof by periodically reviewing the Standard Terms and Conditions which is available on our website at [www.beckerlawyers.ca](http://www.beckerlawyers.ca)
- 1.4. Should you, for whatever reason, not be contactable, you authorize the responsible lawyer or another lawyer of the Firm to act on your behalf and in your stead and make decisions as it deems appropriate under the circumstances.

### **2. Scope of Engagement and Services**

- 2.1. We will provide you with legal services which in our professional judgment are reasonably necessary and appropriate to the matters in respect of which you engage us from time to time.
- 2.2. We will provide legal advice and other legal services to you. While we will have your financial and business objectives in mind, we are not financial, tax or business advisors and assume that you will rely on your own judgment and resources, such as other outside advisors as you may consider appropriate on financial, technical and business matters.
- 2.3. Although your legal team will take the utmost care during your representation, they have no control over the commercial success of any instruction or the outcome of any legal process, and therefore no guarantees of any nature are given in this regard.
- 2.4. We confirm that:
  - (a) we are not providing legal advice or services on any matter other than the matters in respect of which you specifically retain us; and
  - (b) once our work on a matter has been completed (see “Termination” below), we will not advise you as to subsequent legal developments relating to the matter.

### **3. Description of Client**

- 3.1. We will be representing you personally or legal entities that you represent.
- 3.2. Unless agreed by us in writing, our representation will not include the representation of related persons or entities, such as individuals or entities that are shareholders, directors or officers of a corporation, its parent, subsidiaries or affiliates; partners of a partnership or joint venture; or members of a trade association or other organization.
- 3.3. In representing you, we are not acting for or taking on any responsibilities, obligations or duties to any such related persons or entities and no lawyer-client or other fiduciary relationship exists between us and any such related persons or entities.

### **4. Confidentiality**

- 4.1. We will at all times preserve the confidentiality of any confidential information disclosed to us, subject only to applicable law and our professional and ethical obligations.
- 4.2. We do not represent clients whose matters may be adverse in interest.
- 4.3. During each meeting with you, the responsible lawyer will take notes, sometimes in electronic format to which you consent by retaining our services, to record the content of the meeting and to act as a

guideline for instructions to be implemented. These notes, in whatever form or format, are covered by solicitor-client confidentiality.

## **5. Representation of Other Clients**

- 5.1. We undertake to use commercially reasonable efforts to avoid accepting retainers from other clients that would create a substantial risk that our representation of you on an active matter would be materially and adversely affected (a “conflicting interest”).
- 5.2. Our Firm represents a broad base of clients on a variety of legal matters. By retaining us, you consent to our representation of other clients who might be engaged in business activity that is in direct competition with you.
- 5.3. We agree that we will not represent the other client(s) in any direct legal dispute that they might have with you and that may arise in any such matter.
- 5.4. When you are no longer our client, under applicable professional rules, we may represent another client in any matter that is directly adverse to your immediate interests provided that
  - (a) the matter is not the same as or directly related to the matter in which we previously represented you; and
  - (b) we protect your confidential information.

## **6. Identification of Potential Conflicts**

- 6.1. Before we commence with any instruction, in accordance with the rules of our applicable governing body, the Law Society of British Columbia, we will conduct a review of our records by doing searches of your name and of those names that you supply us to confirm that we have not identified a conflicting interest.
- 6.2. Please advise us immediately of those names that we should search in connection with a matter or if there are any changes or additions to those names in the future.
- 6.3. We rely on you to let us know of any other parties who become involved in a matter, including any parties whose interests may be adverse to yours.

## **7. Your Legal Team**

- 7.1. Although we have multiple lawyers who specialise in various areas, a single lawyer (the “**Responsible Lawyer**”) will be responsible for seeing that your legal needs are met and for directing or supervising all legal work that we undertake on your behalf.
- 7.2. The Responsible Lawyer will determine (after appropriate consultation with you) the composition of the Legal Team to staff each matter that we undertake for you.
- 7.3. The members of the team to work on your matter will be chosen on the basis of the experience that the matter requires and take into account any time constraints that might be applicable.
- 7.4. Given the complexities associated with many areas of the law, your legal team may find it necessary regarding particular issues to consult with, or refer the matter (or parts thereof) to, other legal professionals, whether our firm’s lawyers or otherwise, with expertise in a relevant sub-specialty.
- 7.5. We will ask for your approval before hiring consultants or third party service providers, including law firms in jurisdictions outside of British Columbia.

## **8. Quotes and Estimates**

- 8.1. It is our policy that legal professionals are not at liberty to supply quotes or estimates of the cost of a matter;
- 8.2. Should you request or insist on a quote or estimate, the following must be kept in mind:
  - (a) Quotes and Estimates will be based on the Scope of Services as perceived by the legal professional at that time. Any changes to the Scope of Services either by your request or by circumstances affecting the matter will negate any quote or estimate.

- (b) All quotes and estimates given by a legal professional are supplied as an honest estimate of the cost of the matter. As there are inevitably unforeseen events and issues you must under no circumstances consider the figure provided as the final amount due to us. The matter will be billed in accordance with our policy and will relate to the actual time spent on the matter.
- (c) All quotes and estimates are exclusive of the applicable taxes and disbursements. See section 15.

## **9. Retainers and funds in trust**

- 9.1. It is our policy to request an advance against fees and disbursements which is held in trust and for which we fully account (the “Retainer”).
- 9.2. The amount of any Retainer requested depends on a number of factors which are discussed with you and can be summarized as follows:
  - (a) Any new client is required to deposit a minimum retainer of \$750 before the matter is accepted.
  - (b) Retainers for existing clients differ but in principle, when we act on behalf of a client in any matter, there should be sufficient funds in trust to cover fees and disbursements in advance.
  - (c) Clients are advised of their retainer status regularly.

## **10. Fees**

- 10.1. In determining our fees, we may consider many factors, including: the complexity of the matter, the amount of money or the value of the transaction involved, time constraints posed by you that result in working on a priority basis or outside normal business hours, the achievement of exceptional results and any special demands made upon us, and may adjust all fees accordingly at any time when the scope of the project is changed, re-prioritized or revised.
- 10.2. Except if specifically agreed otherwise with the legal professional in writing, our fees are based on the time spent and billed at the prevailing hourly rates of the legal professionals doing your work.
- 10.3. These rates vary and reflect the expertise and experience of each professional.
- 10.4. We periodically review and adjust our rates and will advise you of any changes in rates as and when they occur.
- 10.5. Fees are charged as follows:
  - (a) Fees are charged at 15 minutes, 30 minutes and 1 hour or any portion thereof, whether the time spent thereon takes up the full portion or not;
  - (b) Consultations are always charged at the 1 hour rate or a portion thereof, whether the consultation takes one hour or not;
  - (c) All overruns on time, no matter how small, are billed in the following time period;
  - (d) A minimum fee of 15 minutes is charged for each action on a client file. Typically the following falls in this category:
    - (i) For each telephone call or e-mail from a client of whatever nature where no legal advice requested or given;
    - (ii) For each follow up email or telephone call to obtain instruction from clients or third parties on a file;
    - (iii) Receipt of any updates or progress reports from other lawyers and third parties, which do not require perusal for correctness or confirmation of receipt.
  - (e) A fee will be charged at the 30 minute rate in the following cases;
    - (i) Any action that overruns the 15 minute limit;
    - (ii) For each telephone call or e-mail from a client of whatever nature where legal advice is requested or given;

- (iii) Receipt of any updates or progress reports from other lawyers and third parties, which require perusal for correctness or confirmation of receipt;
- (iv) Receipt or delivery of any documents which require perusal for correctness;
- (f) A fee will be charged at the 1 hour rate for the following:
  - (i) Consultations of whatever nature, whether legal advice is given or not;
  - (ii) Drafting of any documents including, but not limited to, agreements, contracts, releases, etc.

10.6. The Responsible Lawyer is obligated in Law and bound by the Rules of the Law Society of British Columbia, to attend to all contact, whether by telephone or correspondence and reply thereto and report the contact and the content thereof to the client. In some cases these contacts are unavoidable. Fees and expenses are levied at the normal rate and manner, notwithstanding the fact that the client may have ended the mandate on the particular matter or terminated our services.

10.7. Clients are always responsible to pay for the services of law firms in other jurisdictions that we retain on your behalf and for the services of other consultants and third party service providers whose hiring you have approved. These accounts may be given to you for direct settlement or we will forward invoices to you for payment, where after we will pay the third parties.

## **11. Disbursements**

11.1. Our accounts will include any out-of-pocket expenses we incur on your behalf, plus the applicable taxes.

11.2. Disbursements are always accompanied by a handling fee which represents costs necessarily associated with incurring such disbursement, i.e. product license fees, searches, printing, cross-referencing, review and confirmation of information.

11.3. Our typical disbursements and charges are for such matters as external database on-line charges, photocopies, courier charges, court filing fees, discovery and transcript fees, filing and search fees, and other expenses incurred on your behalf.

11.4. As physical copies of all electronic documents must be kept on file for at least the duration of the active life of the matter at hand, printouts are made of all electronic communications. All copies of whatever nature are charged at 30¢ a black and white copy and 50¢ a colour copy.

11.5. Your acceptance of our retainer agreement, alternatively your instruction to proceed on your behalf, will constitute our authority to incur on your behalf any disbursements which we consider necessary given the nature of the work. Major disbursements will not be incurred without discussing with you their necessity.

11.6. Disbursements are charged at the set rate per item, except if a fixed maximum amount was agreed to in advance in writing.

## **12. Payment of Accounts**

12.1. We bill and expect to be paid in Canadian dollars.

12.2. All legal forms of payment are acceptable. Please take into account that a transaction fee of 2% (two percent) is charged when you pay by credit card. This service charge is levied as it is charged by the service provider and we are legally obliged to receive the exact invoiced amount into our trust account, without set-off or deductions. Any other form of payment is acceptable, none of which have any charges attached to it.

12.3. In terms of Rule 3-51.1 of the Law Society Rules of BC we are not allowed to receive more than \$7,500 in cash from any client. If you want to pay an account for more than this amount we propose that you exchange the cash for a bank draft made out to the firm.

- 12.4. Ordinarily we issue monthly accounts that details the fees and disbursements for all services provided during the previous month. For project or transactional work, billing may occur more or less frequently.
- 12.5. Accounts are due and payable when received. Interest will be charged on overdue accounts at the rate of 3.0% per month (36.00% per annum) or, if lower, the annual rate of interest on the invoice.
- 12.6. The Firm is authorized to set-off debt between multiple files and instructions.
- 12.7. Should it become necessary to take steps to collect fees and/or expenses from the client, the legal cost thereof will be charged at attorney and own client scale (100% of the real legal costs and disbursements expended by the lawyer).
- 12.8. Should you represent an incorporated company, legal- or other entity or any other form of limited liability association, you, as the representative, irrevocably bind yourself as guarantor, surety and co-principal debtor to the Firm for any outstanding debts.
- 12.9. The Firm has right of retention of all files and documents until such time as the full and final settlement of all your accounts.
- 12.10. Should we enter into a referral fee arrangement with another lawyer or law firm, the rate that you pay us will not increase as a result, but the fee due to the other lawyer or law firm is subject to the same terms and conditions as set out in this agreement.

### **13. Dispute of accounts**

- 13.1. If you disagree that a fee charged reflects the fee agreed, before taking any measures, you agree first to discuss the matter with the responsible lawyer. Should the matter still be being dispute you have the right to escalate the matter to a more senior staff member.
- 13.2. If you wish to dispute an account, invoice, or any fee or disbursement reflected therein, do so within 60 days of the date reflected there on, where after it will be deemed as accepted as a true and correct version and will not be subject to dispute or review.

### **14. Follow up procedures**

- 14.1. All communications from clients are replied to within a reasonable time. Should you not receive a reply within 48 hours, contact the Responsible lawyer by phone or leave a message at our reception.
- 14.2. All active files are followed up at least every seven days.
- 14.3. Instruction from clients is followed up every 7 days for a maximum of 3 times. Thereafter it is followed up every 14 days until such time as instruction is received.
- 14.4. Clients are billed at the normal rate for any correspondence and follow ups.

### **15. Taxes**

- 15.1. In general, our legal services will be subject to the Goods and Services Tax (GST) at the rate of five percent (5%) and Provincial Sales Tax (PST) at a rate of seven percent (7%) applying both to our fees and disbursements.
- 15.2. Our estimates, rates, fees, and disbursements do not include any applicable GST, PST or other applicable taxes and all such taxes are for your account. With respect to the application of GST/PST to disbursements, we will charge and collect GST/PST in accordance with Canada Revenue Agency CRA Policy Statement P-209R. A copy of the policy statement can be found at the CRA's website at [www.cra.gc.ca](http://www.cra.gc.ca).
- 15.3. Unless you advise us to the contrary, we will assume that you wish us to act as your agent in respect of those disbursements, if any, which are exempt from GST/PST. Exempt disbursements would include fees paid to governments and courts for certain services and documents. It is only by acting as your agent in this regard that the exempt (non-taxable) status of the disbursement can be preserved when we seek reimbursement from you.

- 15.4. Since we are obliged to collect and remit the GST to the Federal Government, we would appreciate your prompt payment of the tax as shown on our invoices in addition to the amount of our fees and disbursements.
- 15.5. Taxes will be indicated as a separate line item on your account/invoice and added to reflect the total amount due.

## **16. Privacy**

In the course of acting for you, you may disclose to us (and we may collect, use and disclose) personal information that is subject to applicable privacy protection laws. We will collect, use or disclose that personal information for the purposes of providing our services to you, managing our relationship with you, administering our business and as permitted or required by law.

## **17. Electronic Communications**

During the course of our engagement, we may exchange electronic versions of document and e-mails with you using commercially available software that is vulnerable to attack by viruses and other destructive electronic programs. As a result of our countermeasures undertaken in this regard, 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 communication 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. In addition, we make no warranty with respect to the security of any electronic communications between us and you consent to our electronic communications, including confidential documents, being sent unencrypted.

## **18. Record retention and file ownership**

- 18.1. The physical and electronic documents, notes, communications, etc. that make up our file or files related to legal services we have provided to you are our property regardless of termination of our retainer. We may provide you with draft documents for comment and will provide executed copies of key documents related to a specific transaction. We will retain the files in accordance with Law Society Rules for a period of at least six years, after which time we may destroy all or any portion of them.
- 18.2. It is not our practice to release such files and we may refuse to do so without explanation. If we agree to provide copies of all or any part of such files, we will not provide you or any other party or provider of legal services with a copy of such files until all outstanding accounts are paid and you have made arrangements acceptable to us for payment of the cost of removing solicitor notes and copying the files.

## **19. Tax advice**

- 19.1. We are not tax practitioners and do not provide tax advice but we would be pleased to provide you with a referral to a tax lawyer or a tax accounting specialist. We will liaise with your accountant in an attempt to achieve your goal. Where you have been provided with tax advice by a third party, and we have prepared documents or a course of legal services based on that advice, you indemnify and save us harmless against any claim for any loss or tax payable including losses or taxes payable as a result of:
  - (a) following such advice;
  - (b) electing not to follow such advice;
  - (c) regulatory changes invalidating such advice;
  - (d) any finding by a competent authority that such advice was in error;
  - (e) failure to provide any fact or other information that would have had the effect of changing the advice we gave you.
- 19.2. Should any advice, legal or otherwise, be given that has an effect on the manner and way in which you pay tax, you are obligated to confirm that it has the desired effect on your tax situation.

## **20. Termination**

- 20.1. You may terminate the engagement for any reason prior to the completion of the engagement by giving written notice to that effect. On such termination, all unpaid legal fees and disbursements will become due and payable.
- 20.2. Subject to our professional and ethical obligations, we may terminate our legal representation of you prior to the completion of an engagement for any reason, including as a result of conflicts of interest that arise or unpaid legal fees and disbursements.
- 20.3. Unless an engagement has been previously terminated, our representation and the engagement will cease upon notice thereof.
- 20.4. On receipt of full payment of our final account/invoice for services rendered, all documentation that you have provided to us and the work product completed for you will be available to you. Otherwise such documentation will be dealt with in accordance with our records retention policies and practices that may not be synchronized with yours. If you have any concerns about what we retain in our records or dispose of, you must alert us to your concern. Absent written agreement with you to the contrary, we are free to retain or destroy our records with respect to this engagement as we determine to be appropriate.
- 20.5. The fact that we may subsequently send you information on legal developments without charge or that we may include you in general mailings will not change the fact that an engagement has been terminated.
- 20.6. With regard to termination, you are once again referred to section 10.6.

## **21. Governing Law**

- 21.1. Your engagement of us will be governed by the laws of British Columbia and the federal laws of Canada.
- 21.2. Any dispute between us will be dealt with exclusively in the courts of British Columbia.
- 21.3. The address that you have provided to us is your address for service.

## **22. Communication**

- 22.1. We welcome and appreciate open and direct communication. We know it is essential for a successful relationship. If you have any questions about these Legal Services Standard Terms and Conditions or our service, please contact the Responsible Lawyer or any member of your Legal Team.

## **23. Firm address and trust account details**

- 23.1. Address: Becker & Company Lawyers, #230-19150 Lougheed Highway, Pitt Meadows, BC, V3Y 2H6.
- 23.2. All payments to our firm are received in trust. Should you wish to do an electronic transfer, contact our Accounting Department at (604) 465-9993 to obtain the account details.

## **24. Indemnity**

- 24.1. As part of the Firm accepting your instruction we require that we be indemnified for any actions taken on your behalf or on your instruction. By entering into an attorney- client relationship with the Firm you are irrevocably agreeing to the following:
  - (a) You irrevocably indemnify the Firm, the responsible lawyer and the legal team representing you as well as any third parties appointed by the Firm, including, but not limited to other lawyers, barristers, other professionals and third party experts, in the instructed matter with regard to any actions taken herein on your behalf, or otherwise.
  - (b) You will not hold the Firm liable for any loss or damage to your files or documents, notwithstanding the reason therefor.

**25. Duty to act in client's best interest**

- 25.1. Lawyers are obligated, in some instances by law, to take legal steps, reply to notices and writs, answer letters and telephone calls and to generally act in the interest of the client, notwithstanding the clients instruction to the contrary and/or the clients wishes, expressed or otherwise, to the contrary. The Responsible lawyer will take these steps and generally act in the interest of the client until the firm's mandate is specifically terminated in writing. Client will be liable for all fees, disbursements and costs until receipt of the aforementioned termination.
- 25.2. The firm will not accept instructions, give opinions, produce documents and act in any manner that may be detrimental to the client's rights. In this regard no responsible lawyer will not "quickly scan" a documents, "give a quick opinion on experience", do a "two pager agreement", or comply with any comparable instruction. In these types of cases the responsible lawyer will, taking the clients request into consideration, act in the client's best interest; and bill accordingly for the work done.