

Fraser Milner Casgrain LLP  
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## FMC Client Service Terms

Thank you for choosing Fraser Milner Casgrain LLP to represent you. We value our relationship with you. Subject to other terms that you and we may agree to, the following service terms apply to all of our engagements with you.

### Client Service Team

In serving you, we draw on the firm's resources needed to handle your matter effectively. As appropriate, we involve different lawyers and other professionals to address particular aspects of your matter. Our team of professionals includes law clerks, law students, research librarians, and technical specialists.

### Our Client

If you are an organization, our representing you on a matter does not include representing related persons or entities, such as a corporation's shareholders, directors, officers, parent, subsidiaries or affiliates; the partners of a partnership; or the members of a joint venture, trade association, or other organization. In acting for you, we neither act for nor take on any responsibilities, obligations or duties to any of your related persons or entities and no lawyer-client or other fiduciary relationship exists between us and any of your related persons or entities.

### Confidentiality

As your legal counsel, we will neither misuse your confidential information, nor disclose it unless applicable law or our professional and ethical obligations so require. Because we owe this duty to all of our clients, we will not disclose to you confidential information we hold for others even where that confidential information would be relevant to our representing you. Likewise, we will not disclose to others your confidential information even where that confidential information may be relevant to our representing them.

### Client Identification and Verification

The laws in all jurisdictions we practice in require our compliance with Client Identification and Verification rules to support domestic and international anti money-laundering and terrorist activity initiatives. The laws require us to obtain certain information about our clients and, in certain financial transactions, to verify our client's identity. The rules apply to our direct clients and any individuals who instruct us on our clients' behalf.

### Privacy

In the course of acting for you, we may collect and you may give us personal information subject to privacy protection laws. On your behalf, we will collect, use, and disclose that personal information only to provide our services to you and in accordance with our Privacy Policy (as posted on our website).

## Conflicts

We have many clients who rely on us in a range of general and particular matters. We will not act for clients in matters that create a conflicting interest with your matter unless you consent. In retaining us, you do consent and agree to our representing clients in unrelated matters that may be adverse to your interests and representing others engaged in business activities that may compete with yours in unrelated matters. You also consent to our representing the adverse parties in your matter on other matters as long as those matters are not related to your matter and we protect your confidential information.

You understand that when you no longer are our client, we may represent other clients in matters adverse to your interests as long as those matters are not the same as or related to the matter we previously represented you in or we protect your relevant confidential information. We recommend that you seek advice from independent legal counsel if you have any questions concerning the implications of your consent to this paragraph.

## Electronic Communications

While we are representing you, we will exchange electronic versions of documents and e-mails with you using commercially available software. Unfortunately, the available technology is vulnerable to attack by viruses and other destructive electronic programs. Although we take countermeasures, our system occasionally may reject a communication from you and your system may reject a communication we have sent you. We cannot guarantee that all communications and documents will be received or virus-free. We make no warranty regarding any electronic communications between us, including the security of the communications. Understanding the above, you consent to our exchanging electronic communications with you, including unencrypted confidential information.

## Estimates

In some cases, we would be pleased to provide an estimate of legal fees, costs, and expenses that we anticipate incurring in your matter and to update our estimates as your matter progresses. Given the difficulty in predicting the amount of time a matter may require, any estimates we give are only approximations and our actual fees, costs, and expenses may vary significantly from the estimate. Estimates are based on the circumstances as we understand them at the time and assumptions about events that will affect the scope and nature of our work. In all cases, the fee arrangement specified in our Retainer Letter and these Standard Client Service Terms take precedence.

## Hourly Rates

Please understand that we periodically change our rates to reflect changes such as, for instance, increased costs and our professionals' increased experience and abilities. If our rates change before your matter is completed, our new rates will apply to the balance of our engagement.

## Costs and Expenses

Our legal fees do not include costs and expenses that we incur in connection with your matter. We bill you for the costs and expenses associated with your matter in addition to our fees for legal services. Costs and expenses typically include charges for, among others, long distance telephone calls, messengers, couriers, express delivery, postage, computer research, word-processing, printing and

reproduction, administrative staff overtime, facsimile transmissions, travel, filing, court reporters for examinations, transcripts, witnesses, and service of legal process.

Costs and expenses incurred in-house are billed at an amount intended to cover our direct costs and associated overhead. When instead we obtain these and other services directly from outside suppliers, we bill you the amount we are billed. When the amounts charged for these services are significant, we may forward the invoices from these outside suppliers directly to you and you will be responsible for paying the suppliers' invoices directly.

In some matters, we need to engage outside experts – such as accountants, economists, appraisers, and investigators – to help in your matter. We also may need to retain lawyers and others as agents in other jurisdictions. The fees, costs, and expenses of any lawyers and agents in other jurisdictions and experts retained on your matter are not included in our legal fees and you are responsible for paying them, ordinarily directly to those individuals.

### Payment

We send you our statements of account for fees, costs, and expenses monthly (unless otherwise agreed) and when your matter is closed. These statements describe the work we have performed and costs and expenses incurred in your matter. You agree to pay our accounts when you receive them. We charge interest at the rate indicated on the bill on amounts outstanding more than 30 days. You acknowledge that our continued work on your matter is contingent on your paying of our statements of account on time.

### Termination

You may terminate our engagement for any reason before we complete your matter by notifying us in writing. When you end our engagement, all unpaid legal fees and disbursements will become due and payable to us. Subject to our professional and ethical obligations, we may terminate our engagement before we complete your matter for any reason, including a conflict of interest that has arisen or your failure to pay our legal fees or disbursements. After our engagement ends, we may include you in general mailings and send you information on legal developments for free; our doing so does not change the fact that our engagement has ended.

### Retention and Destruction of Files

We retain and destroy your files in accordance with our internal Records Retention and Destruction Policy unless required to do otherwise by statute or express agreement with you.

### Governing Law

Our engagement with you is governed by the laws of the province of the office where the partner primarily responsible for your matter is located and the federal laws of Canada. Any dispute between us will be dealt with exclusively in the courts of that province.

### LLP

Fraser Milner Casgrain LLP is a registered Limited Liability Partnership established under the laws of Alberta and extra-provincially registered in British Columbia, Ontario, and Québec.