



170 Sumach St, Unit 2306,
Toronto, ON M5A0C3,
Canada

____ of _____, 2016

VIA E-MAIL

Attention: Mr./Ms _____

Dear Madam/Sir:

Re: Retainer Agreement for provision of legal services

SCOPE OF ENGAGEMENT

We are pleased that you have retained StartupLegals to provide ongoing legal services.

This letter will confirm the terms upon which you have retained us. We will act upon your instructions and are not acting for any related corporations or individuals. You are invited to discuss with us any revision or clarification that you may require prior to the execution and return of this engagement letter.

CONTACTS

Mr. Hari Balaraman will be the client contact responsible for handling your legal requirements. Hari can be reached at the office at (647) 719 5350, or by e-mail at hari@startuplegals.ca.

Hari will involve Doris Riker, who will assist with clerical tasks, in assisting with your legal requirements. Hari may also consult such other professionals, as may be necessary to complete the mandate, with prior authorisation for such consultation, but will retain sole responsibility for all provision of Canadian legal advice.

LEGAL FEES

Our fees are based on the time spent on the matter and may also reflect the complexity and novelty of the issues involved, the specialised skill and knowledge required for performing the services, the rights and obligations at risk or in issue, the urgency of the matter including special demands placed on us, the number and importance of documents reviewed and prepared, the results achieved and other factors including inflation, which would make the fee fair and reasonable in the circumstances. Fees are computed using the hourly rates in effect for all lawyers and staff engaged in the matter, at the time accounts are rendered, but may be adjusted to reflect the foregoing matters. Our rate for Hari's time spent on your matters is \$250 per hour, and for Doris Riker's time is \$75 per hour, which shall not be changed without prior written

notice. If we need to engage any professionals not specified in this retainer letter, we will do so only after obtaining specific authorisation from you.

RETAINER DEPOSIT AND TRUST FUNDS

As a matter of administrative policy, we may from time to time require retainers or funds to be held in trust for specific matters. We will inform you of those requirements before gaining your approval for working on such matters.

ACCOUNTS

Accounts will be rendered monthly and are due upon presentation. Accounts or portions thereof which are not paid within thirty days of date will bear interest pursuant to the Courts of Justice Act and the Solicitors Act at the annual rate stipulated at the bottom of each account until paid. We believe that our billing procedures are clear and simple but encourage you to ask any questions you may have as soon as you receive our statements of account.

All disbursements reasonably incurred by us in the performance of our services, including photocopying, courier and delivery charges, facsimile transmissions, computerised research or file charges, court and other governmental filing fees and charges (including transcript costs), and travel expenses will be included in accounts rendered to you without surcharge or handling costs. Where we anticipate incurring substantial disbursements, we will ask you to put us in funds for such disbursements prior to payment. Similarly, we may ask you to retain directly any third party whose services may be required in connection with our representation of you including agents and experts.

The files which we open and maintain in respect of our services to you are our property but original client material and all agreements or pleadings prepared on your behalf will be transferred to you at your request upon completion of our services following payment in full of all our accounts. Similarly, all judgments, settlements, amounts due or to become due to you arising from or related to matters on which we have acted as counsel are subject to a solicitor's lien pending satisfaction of any and all accounts rendered to you.

VIRUS PROTECTION

During the course of our engagement, we may exchange electronic versions of documents and e-mails with you using commercially available software. Unfortunately, the technology community is occasionally victimised by the creation and dissemination of so-called viruses, or similar destructive electronic programs. We take the issues raised by these viruses seriously and take precautions to ensure the safety of the storage and communication of documents. Our system may occasionally reject a communication you send to us. We in turn may send you something that is rejected by your system. We believe this infrequent occurrence is to be expected as part of the ordinary course of business.

Because the virus protection industry is generally one or two steps behind new viruses, we cannot guarantee that our communications and documents will always be virus free. Occasionally, a virus will escape and go undetected as it passes from system to system. Although we believe our virus protection measures are excellent, we can make no warranty that our documents will be virus free at all times.

Please inform us immediately in the event a virus enters your system via any electronic means originating from us. Through co-operative efforts, we can minimise any disruption to our communications.

E-MAIL COMMUNICATION

We frequently exchange e-mails and electronic versions of documents with clients. On the Internet, it is possible for communications to be intercepted or to be given to persons not intended to be recipients, through inadvertence or otherwise. By signing this retainer, you agree to the exchange of electronic documentation with us, notwithstanding these risks. The formation of a lawyer-client relationship is not created by your provision of information to us by electronic mail. A lawyer-client relationship is only created when we agree to represent you and you sign this retainer letter.

TERMINATION

You may at any time terminate this engagement upon written notice to us. Similarly, we reserve the right to withdraw as your solicitors upon written notice to you at any time in the event of your non-cooperation, non-payment of accounts or other valid cause. In the event of termination, you will be responsible for all fees and disbursements charged to this matter as at the date of termination.

PRIVACY

You agree that we may use your email address and other identifying particulars to send you material from time to time that we believe may be of interest to the Corporation or its officers and directors. You may withdraw your consent by notice to us at anytime.

GENERAL MATTERS

While we are representing you, we may represent other clients on unrelated matters, which may be adverse to you. Similarly, we may represent on unrelated matters, parties who may be adverse to you in our representation of you in connection with the within matters. However: (a) we will not use your confidential information to your detriment; (b) we will not represent a party adverse to you on a matter substantially the same as the subject matter of our representation of you.

We appreciate the opportunity to be of service to you and look forward to working with you. Should you have any questions regarding our services, our fees or billing arrangements, please do not hesitate to contact the undersigned.

Yours truly,

STARTUPLEGALS

By: _____
(Hari Balaraman)

ACCEPTED AND AGREED this __ day of _____, 2016.

By: _____
Name:

(An Authorised Signatory)