RETAINER AGREEMENT

This Retainer Agreement is

Between:

xxx

(Hereinafter called "the Paralegal")

&

_____

(Hereinafter called "the Client")

Client Information

You confirm communication via the following is confidential and consent to our firm contacting you at:

Full Legal Name: _____

Address: _____

Telephone: _____

Email: _____

____ Photo Copy of Driver's License Provided

Additional Client Identification

Business/Employer: _____

Business/Employer Contact: _____
(Phone Number & Address)

Occupation: _____

Description of Services

You have asked us, and we have agreed, to act for you in the matter described below.
On the date this Retainer Agreement was signed we discussed the scope of our firm's intended representation. We covered this subject in some detail and considered the nature of our fee arrangement. This agreement confirms the terms of your engagement of us.

Description of Matter

You have retained us to represent you for the following matter:

_____

_____

We will work with you towards your desired outcome. However, all legal actions are subject to many possible variables all of which affect the decision of a judge and/or the outcome of your matter. Accordingly, we cannot guarantee that your desired result will in fact be achieved thus we are not responsible for the outcome of your matter.

Paralegals

As we have previously advised you, we are a paralegal firm and not lawyers. Paralegals are restricted to providing legal services in permissible areas of law only. We are satisfied that your matter falls within an authorized area of practice for paralegals. We expect that most of the work will be performed or supervised by our firm.

However, we reserve the right to assign other paralegals to perform legal services for your matter and/or discuss your case with other paralegals if in our judgment that becomes necessary or desirable.

Client Documents

De Palma & Associates does not accept liability for documents provided to us by our client. In the event the documents are incorrect or an issue arises with the document's credibility such issue(s) remains the sole responsibility of the client and the client cannot under any circumstances hold De Palma & Associates liable for any error, fee, consequence, etc resulting from such document.

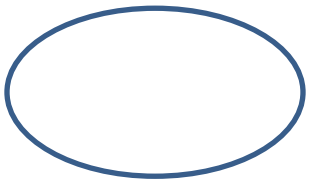
Fees (**select one option for your firm**)

Our fees are charged as flat rates – we do not charge hourly rates.

Please see attached Fee Schedule for a description of the fees associated with your matter. Your matter may also be subject to disbursements (court filing fees, mailing, search charges, printing, etc) in addition to our fees. The client agrees to reimburse De Palma & Associates for all disbursements associated with their matter in addition to our fees.

Confirmation of receipt and agreement to the Fee Schedule:

Client Initials



OR

Our fees are charged on an hourly basis at a rate of $xxx/hr. This hourly fee applies to all work done by our firm on your matter including but not limited to document drafting, filing with the relevant court/tribunal, preparing for court appearances, attending court appearances, emails/phone calls with the opposing party or the court, etc.

Our hourly rate to attend a court appearance begins upon sign in to the court appearance and runs continuously until your matter is concluded including time spent waiting for your matter to be called. It is at the discretion of –firm—as to the possibility of reducing or altering time charged.

All invoices provided to you will outline the number of hours charged in relation to the work completed.

Consent

By signing this Agreement you are providing informed consent for De Palma & Associates to handle your case on your behalf. This includes appearing and making decisions in court on your behalf, engaging in settlement or negotiation discussions, entering into a settlement agreement, and/or any other action on your behalf De Palma & Associates deems necessary or desirable. When instructions from our client are needed such instructions are to be provided in writing via email. If instructions cannot be provided in writing for any reason the client understands that verbal instructions can be given and De Palma & Associates can act on those verbal instructions. If verbal instructions are acted upon by De Palma & Associates then the client understands and agrees that they cannot allege De Palma & Associates acted outside of instructions as any action taken by De Palma & Associates after receiving verbal instructions is taken solely as per the verbal instructions.

Cancellation of Court Appearance

In the event a court appearance is cancelled for any reason other than at your paralegal's request within 7 calendar days of the scheduled appearance the preparation fee for such appearance remains due and payable to De Palma & Associates in full. The fee to attend such appearance will not be charged to the client.

In the event a court appearance is cancelled, adjourned or otherwise not completed on the day of the court appearance both the preparation fee and the attendance fee for such appearance remains due and payable to De Palma & Associates in full. The attendance fee will be charged again for any subsequent appearances. The preparation fee will only be charged again if additional preparation is required at the discretion of De Palma & Associates.

Payment Methods

Invoices can be made by the following methods of payment:

1. Cash
2. Cheque
    a. $45 fee will be charged to the client if the cheque is returned by the bank for any reason
3. Electronic Transfer to info@depalmaparalegal.ca using the password 'paralegal'
4. Credit Card

Payment instructions are included on our invoices. Electronic Transfer and Credit Card are our preferred methods of payment and thus we request for clients to use either of those methods if possible. Invoices are due upon receipt.

Interest

If any invoice is not paid within 30 days of issuance, interest will be charged on the outstanding balance at a rate of 2% per month or 24% per annum from the date of the invoice and until paid in full.

Unpaid accounts are subject to legal action and/or collections action being taken to recover the unpaid amount plus interest and court costs. Unpaid accounts are also subject to a report to the client's credit bureau and by signing this agreement the client consents to such report.

Fee Payments

Our firm does not accept retainer funds to be held in trust. Clients will be sent an invoice as their case progresses and payments become due.

OR

Our firm requires retainer funds upon the signing of this Retainer Agreement. You are not considered to have retained our firm until both this Retainer Agreement has been signed and the retainer funds have been provided.

Payment Due Dates are as follows:

Draft and filing of documents: due on the date documents are filed

Service of Documents: due on the date service is completed or attempted if service is not successful

Prepare for and attend court appearance: due on the date of the court appearance

- Prepare for and attend court appearance invoices will be sent to client following the court appearance and are due upon receipt
- Payment for preparation and attendance remain due and payable to De Palma & Associates regardless of the outcome of the court appearance

The next step in your matter will not be taken unless all invoices are paid in full. De Palma & Associates will not be responsible for any missed deadlines or requirements if such work is not taken on your behalf due to an outstanding invoice(s).

Sole Representation

We will be solely representing the person or entity named on page one of this Agreement. Our representation of said person or entity does not include the representation of related persons or entities, such as family members; friends; the 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. In acting for you, we are not acting for or taking on any responsibilities, obligations or duties to any such related persons or entities and no paralegal-client or other fiduciary relationship exists between us and any such related persons or entities.

In the event of a joint retainer (De Palma & Associates is retained by more than one party for the same matter) our firm undertakes to act in the best interest of both parties and we must follow a principle of undivided loyalty. No information received from one party as a part of the joint representation can be treated as confidential between all parties. If we should receive information from one party which we are instructed to keep confidential between all parties, we will have to stop acting for all parties.

Conflicts of Interest

At the time of signing this Agreement a conflict of interest is not present however other conflicts may arise that cannot yet be foreseen. A conflict of interest occurs when what is best for one of our clients somehow is not best for or hurts another of the firm's clients. A conflict of interest also occurs when an opposing party or a party involved in the opposing side's case is a client of our firm. At the present time we can represent you as no conflicts of interest are present. However, if it later becomes apparent that there is a conflict, we will attempt to resolve the conflict. If a successful resolution cannot be accomplished in a timely way or at all, or if our attempts to resolve the issue causes us ethical concerns, we will have to withdraw from representing you.

Social Media

Client is not to post details of a pending or closed matter on social media or any public forum. If a client chooses to post details of a pending or closed matter on social media De Palma & Associates is not, in any way, responsible for said post and may withdraw from representing the client.

Termination of Retainer and Legal Services

By You

You have the right to terminate our services anytime upon written notice to us. If you terminate our services, you agree to pay our fees and expenses for our legal services up until the time we stop work. We may ask you to sign a court form which tells the court we are no longer your representative. In the event of a termination of our services and the request for a copy of your file is made the client will be charged a flat rate of $50.00 plus tax to cover the expenses incurred by De Palma & Associates to issue a copy of your file. The client will be informed that their copy is ready for pickup/email/mail and an invoice for such fee will be issued. The fee must be paid prior to the file copy being provided to the client.

By Us

Subject to our obligations to you to maintain proper standards of professional conduct, we reserve the right to terminate our services to you for good reasons which include, but are not limited to:

(a) if you fail to cooperate with us in any reasonable request;

(b) if our continuing to act would be unethical or impractical or if you ask us to engage in unethical conduct;

(c) if you fail to pay our accounts when rendered;

(d) if you fail to communicate with us in a timely and/or truthful manner;

(e) if a conflict of interest arises and cannot be resolved or;

(f) if there is a loss of confidence between client and paralegal

Agreement

If you want us to proceed on the basis described above, please sign this Agreement in the space provided below. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please inform us promptly.

By signing below you indicate your agreement to all terms of this Agreement on all pages of the document.

X _____

Client's Signature

Name: _____