



Anderson Sinclair LLP's Client Service Terms

CLIENT SERVICE TERMS

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.

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 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. 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.

DESCRIPTION OF CLIENT

We will be representing you. Unless agreed by us in writing, our representation of you will not include the representation of related persons or entities, such as 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 lawyer-client or other fiduciary relationship exists between us and any such related persons or entities.

CONFIDENTIALITY

We will at all times preserve the confidentiality of any confidential information you disclose to us, subject only to applicable law and our professional and ethical obligations.

Because we owe this duty to all of our clients, we will not disclose to you information we hold in confidence for others (even where such confidential information would be relevant to our representation of you) or disclose to others information we hold in confidence for you (even where such confidential information may be relevant to our representation of those others).

Further to our commitment to preserve confidentiality, we have practices and procedures in place to create confidentiality screens between our lawyers when they represent clients whose matters may be adverse in interest. These confidentiality

screens are put in place to ensure that at no time will confidential information received from a client be disclosed to or used for the benefit of any other client without the consent of the client supplying the information. We exercise our judgment as to the circumstances where confidentiality screens should be established. You agree that the timely establishment and maintenance of a confidentiality screen will be sufficient protection of the confidentiality of your confidential information.

REPRESENTATION OF OTHER CLIENTS

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").

Our firm represents a broad base of clients on a variety of legal matters. It is possible that an adverse relationship may exist or may arise in the future between you and another of our clients. By retaining us, you consent to our representation of other clients (including those that might be engaged in business activity that is in direct competition with you) that may be considered adverse to you or your interests and agree that our representing you does not constitute a basis for disqualifying us from representation of the other client, so long as we protect your confidential information.

You agree, for greater certainty, that we are able to represent both you and one or more other clients that you may consider adverse to your interests in circumstances where (i) you and they are multiple bidders in connection with the same financing transaction, auction or other acquisition transaction or (ii) you and they are involved in the same insolvency/restructuring, other lawsuit, regulatory proceeding or negotiation. We agree that we will not represent the other client(s) in any direct legal dispute they might have with you that may arise in any such matter.

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 (i) the matter is not the same as or directly related to the matter in which we previously represented you and (ii) we protect your confidential information.

You may wish to obtain advice from independent legal counsel (which may include your in-house counsel) as to the implications of these provisions.

IDENTIFICATION OF POSSIBLE CONFLICTS

Before we begin work for you on a matter, in accordance with the rules of our applicable governing bodies, 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. 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. We are relying 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.

YOUR ANDERSON SINCLAIR TEAM

A partner (the Relationship Partner) will be responsible for seeing that your legal needs are met and for supervising all legal work that we undertake on your behalf. The Relationship Partner will determine (after appropriate consultation with you) the service team to staff each matter that we undertake for you. The members of the team to work on your matter will be chosen on the basis of the experience and expertise that the matter requires and take into account any time constraints that might be applicable.

We have offices in Toronto, and Montreal and from time to time we will involve legal professionals from an office other than the one primarily working with you on a particular matter to assist on that matter.

In addition, given the complexities associated with many areas of the law, your service team may find it necessary regarding particular issues to consult with other Anderson Sinclair legal professionals with expertise in a relevant sub-specialty.

We will ask for your approval before hiring consultants or third party service providers, including law firms in jurisdictions outside of Ontario & Quebec other than for routine or incidental services.

FEES & DISBURSEMENTS

Our fees are ordinarily invoiced on i) fixed rate per file or ii) based on the time spent, valued at our prevailing hourly rates of the legal professionals doing your work. These rates vary and reflect the expertise and experience of each professional. We periodically review and adjust our rates, and we advise you of any changes affecting your work.

Ordinarily, each month, we issue an account 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. We bill in Canadian dollars. Your account will include applicable taxes. Before we issue an account to a non-resident of Canada, we consider whether our services may be zero-rated.

Accounts are due and payable when received and interest on overdue accounts will be charged at the annual rate of interest set forth in the account.

We may ask for an advance against fees and disbursements which we will hold in trust and for which we will fully account. The amount of any advance requested depends on a number of factors which we will discuss with you.

Unless otherwise agreed, you will have responsibility 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. Their

accounts may be given to you directly or we will forward invoices to you directly for payment.

Our accounts will also include any expenses we incur on your behalf. 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.

TRUST FUNDS

Money received in trust from you will not earn interest unless you give us written instructions to deposit it in an interest-bearing account with a financial institution approved by you. We are not responsible for any risk involved in placing trust funds with a particular financial institution.

Money received on your behalf which is to be paid out as part of your transaction must be in the form of a certified cheque, bank draft or wire transfer. If it is paid by uncertified cheque, we must have sufficient time to ensure that the cheque has cleared before payment out can be made.

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.

ELECTRONIC COMMUNICATIONS

During the course of our engagement, we may exchange electronic versions of documents 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 communications 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 communication between us and you consent to our exchange of electronic communications, including confidential documents, unencrypted.

REPRESENTATIVE WORK

We will on occasion seek to publicize representative work which we believe reflects well on you and us. If the work is not a matter of public record, we will seek your consent before publicizing it or publicize it only on a limited, descriptive, no names basis. Naturally, if you advise us that you do not wish it publicized, whether or not it is a matter of public record, we will not publicize it.

CLIENT VERIFICATION

Our governing bodies have enacted regulations requiring us to identify our clients and, in certain circumstances, to verify those identities. Where it becomes necessary to do so, we will explain to you what is required from you and why.

TERMINATION

You may terminate an engagement of us for any reason prior to the completion of the engagement by giving us written notice to that effect. On such termination, all unpaid legal fees and disbursements will become due and payable. 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.

Unless an engagement has been previously terminated, our representation of you in respect of the engagement will cease upon receipt by you of our final account for services rendered. If, upon termination or completion of the engagement, you wish to have any documentation that you have provided to us and the work product completed for you returned to you, please advise us. 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.

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.

GOVERNING LAW

Your engagements of us will be governed by the laws of the province in which the firm office where the Relationship Partner works is located and the federal laws of Canada. Any dispute between us will be dealt with exclusively in the courts of that province.

COMMUNICATION

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 of our service, speak with your Relationship Partner or any member of Anderson Sinclair.