

TERMS AND CONDITIONS OF SERVICE

The Assistant's Desk Inc.

By sending instructions and making payment to us, you agree to be bound by contract with The Assistant's Desk Inc. to the terms and conditions presented herein.

DEFINITIONS. In this Agreement, "**Service Provider**" means The Assistant's Desk Inc., a corporation incorporated under the Canada Business Corporations Act with its head office in the Province of Ontario, Canada; "**Customer**" means you or your law firm; and "**Party**" or "**Parties**" means the Customer and the Service Provider (individually the "Party" and collectively the "Parties").

IN CONSIDERATION OF the obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider agree as follows:

1. Services. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "**Services**") consisting of legal support in the nature of data processing and document production using The Conveyancer, Will Builder, Estate-a-Base, and Fast Company and any other tasks the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

2. Customer's Obligations. The Customer agrees to provide the minimum hardware, software and networking infrastructure required from time to time by the Service Provider for the provision of Services, including internet, user accounts, licensed software, and client data. The Customer also agrees to satisfy itself with respect to the accuracy and completeness the Service Provider's work. The Service Provider shall only be required to use the standard clauses and documents available in The Conveyancer, Will Builder, Estate-a-Base, and Fast Company; and the Customer agrees to make any modification of these clauses or documents, as required.

3. Term. The term of this Agreement (the "**Term**") will begin on the day the transaction fee is paid by the Customer to the Service Provider and will remain in full force and effect until the Services are completed or the Agreement is otherwise terminated as provided in this Agreement. In the event that either Party wishes to terminate this Agreement, that Party will provide written notice to the other Party. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

4. Compensation. All monetary amounts referred to in this Agreement are in Canadian Dollars. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide pre-paid compensation on a transactional basis (the "**Compensation**") to the Service Provider in the amount as specified in its current rate sheet, which may be amended from time to time at the sole discretion of the Service Provider.

5. Confidentiality. Confidential information (the "**Confidential Information**") refers to any data or information relating to the business of the Customer which would reasonably be considered to be confidential or proprietary to the Customer including, but not limited to, accounting records, business processes, and client data, that is not generally known in the Customer's industry or that may be protected under solicitor and client privilege, and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer and/or the Customer's clients. The Service Provider agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

6. Privacy Audit. The Customer has the right to audit and inspect how the Service Provider handles and stores personal information; and the Customer may exercise the right to audit and inspect when warranted.

7. Non-Solicitation. Any attempt on the part of the Service Provider to induce to leave the Customer's retainer, or any effort by the Service Provider to interfere with the Customer's relationship with its clients would be harmful and damaging to the Customer. The Service Provider agrees that, during the term of this Agreement, and for an indefinite period after the termination of the Agreement, the Service Provider will not in any way directly or indirectly: (a) induce or attempt to induce any client of the Customer to quit retainer with the Customer; (b) otherwise interfere with or disrupt the Customer's relationship with its clients; (c) discuss or provide information about competitive legal representation to any of the Customer's clients; or (d) solicit or entice any client of the Customer.

8. Ownership of Materials and Intellectual Property. All client data, intellectual property and related material (the "**Intellectual Property**") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner. The Service Provider may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Customer. The Service Provider will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property. Upon the expiry or termination of this Agreement and at the Customer's request, the Customer may retrieve any property, documentation, records, or Confidential Information, which is its property.

9. Capacity/Independent Contractor. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

10. Notice. All notices, requests, demands or other communications required or permitted by the terms of this Agreement to the Service Provider will be given in writing and delivered to 95 Queen Street South, Unit B, Mississauga, Ontario, L5M 1K7 or to such other address as the Service Provider may from time to time notify the Customer.

11. Limitation of Liability. The Customer agrees to satisfy itself with respect to the accuracy and completeness the Service Provider's work; and the Service Provider shall not be held liable to the Customer for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement. The liability of each party with respect to a claim against each other is limited to direct damages only; and neither party will have any liability whatsoever for consequential or indirect loss or damage (such as, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity and increased cost of capital, financing or overhead) incurred by the other party. The Service Provider's liability for claims that the Customer has or may have against the Service Provider or the Service Provider's employees, agents, representatives and sub-contractors under this Agreement, whether these claims arise in contract, tort, negligence or under any other theory of liability, will be limited, notwithstanding any other provision of this Agreement, to reimbursement of the fee paid by the Customer to the Service Provider for the Services in dispute.

12. Entire Agreement. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

13. Enurement. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and assigns.

14. Gender. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and *vice versa*.

15. Governing Law. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.