



Terms of Service

Our rates are as follows: \$250 per hour for non-rush work; and \$350 per hour for rush work (scope and rates provided by email will supersede). Taxes, expenses, and disbursements will always be applied (even if not referenced in our email correspondence with you).

Use of Technology. Cobalt uses document processing technology to quickly collaborate with clients and to aid in contract review by attaching a knowledge and content system to documentation. While we have confirmed that <http://clausehound.com> has adopted security protocols in our own diligence of their product, we are not responsible for any failures of the third party software or tools that we use including Clausehound, Google mail, Google Drive, Calendly, our e-engagement letters using Pricing.menu, and other cloud based solutions. Our fixed pricing and fast processing is made possible by many of these tools, and by deciding to select a cloud based cloud-enabled law firm, you agree not to hold Cobalt responsible for any breakdown of these technology solutions. In the event that there is a software issue we will work together to find a solution. Ask about receiving access to our 200-document <http://clausehound.com> small business law library which has been adopted by 60+ business incubators and accelerators (selections of which are made accessible to Cobalt customers).

Payment Terms. Typically, we request payment upfront. If we proceed without processing payment, then payment is due within 7 days of signing this engagement letter. Any amount due and owing to Company but not paid by the Client by the Due Date will bear interest from the Due Date at the rate of 2% per month or 24% annually, or the highest rate allowed under applicable law (whichever is less), until the outstanding amount and interest thereon are paid in full (the “**Interest Rate Provision**”).

Urgency Based Billing. Our hourly rate for non-fixed fee items is dependent on the urgency option selected. We may apply a discount if a promotion is in effect. Please note that this where discounts are applied, application of the discount requires that we receive payment in advance or before our due date. No discount is applied for late payment of invoiced amounts beyond sixty days.

Careful Read-Through with our Client. We're confident that you'll be pleased with our willingness to explain and discuss your legal documentation. During our discovery and review sessions, we perform a read through of documents with our clients (who appreciate this process as it helps to ensure that they are aware of everything in the document that they are agreeing to). For clients that choose to DIY, please make sure you read through our prepared documentation carefully, taking into account the time constraints that were applied to our drafting process. Our client In certain matters, the law society will only allow us to represent one of the parties on the matter. The other party will have to acknowledge for us that this is the case, and that we only represent one of the two of you. This item should be considered in determining who we are entering into a solicitor-client relationship with.



Negotiations are Outside of Scope. From time to time parties will enter into several rounds of negotiations, sometimes with multiple lawyers involved, and if negotiations commence, negotiated discussions and revisions will be billed at our full hourly rate. A commercial/transaction lawyer will be assigned to your file should any such negotiations arise. If a specialist lawyer is required for negotiations (for example, for matters in dispute), the hourly rate may be increased. Taxes, expenses and disbursements not included. Any government filing fees (this comes up from time to time, e.g. when amending a company's articles of incorporation) are not included in our fees, nor are taxes or expenses that have been approved by you in writing.

Time-Frame. Cobalt endeavors to turn around a first draft of requested documentation within the time frame specified when booking. If the work required is urgent, and Cobalt has earlier available times, we will move your work up to the first available time.

Expiration of Quote. Prices are subject to change, and this fixed fee quote is valid for 30 days, after which time we will be happy to provide you with a new quote (if there are any changes to your requirements or to our fees).

Fees. Our blended rate is based on fees that range from our paralegals and our senior lawyers. Please be advised that charges for services rendered are based primarily on the time expended by lawyers and staff, but also include factors such as complexity, urgency and value received. Please also note that Cobalt reviews its fees annually in February of each year, and that our charge out rates and any other fee arrangements may be revised at that time.

Change Management. COBALT LAWYERS WILL NOT PERFORM ANY LEGAL SERVICES IN CONNECTION WITH THE SCOPE OF WORK WITHOUT EXPLICIT INSTRUCTION FROM THE CLIENT TO DO SO, AND SHOULD THERE BE ANY CONFLICTS OR ISSUES IDENTIFIED IN CONNECTION WITH THE SCOPE OF WORK THAT WOULD RESULT IN ADDITIONAL EFFORT BEYOND TIME ESTIMATES, COBALT WILL INFORM THE CLIENT AND WOULD SEEK APPROVAL FROM THE CLIENT PRIOR TO COMMENCING SUCH ADDITIONAL WORK. Whenever possible (i.e other than in situations of urgency), for tasks requested of Cobalt that are not included in the Scope of Work, Cobalt will provide a fee estimate to be approved by the Client in advance of the commencement of such tasks.



Additional Payment Requests. Payment of Cobalt invoices or prepayment requests can be made by processing of the credit card held on file, or by cheque in favour of COBALT or COBALT BUSINESS COUNSEL PROFESSIONAL CORPORATION or by direct transfer to the firm's client trust account under the same name, the details of which are as follows:

Toronto Dominion Bank 1498 Islington Avenue
Toronto, Ontario, Canada
M9A 3L7
SWIFT CODE: TDOMCATTTOR
Account Number: 251-5212730 (Transit 2512).

Any unused prepayment will be returned to the Client upon the termination of Cobalt's services.

Termination of Payment Services. The Client has the right to terminate the provision of Cobalt's services to the Client upon the provision of written notice to Cobalt. Subject to Cobalt's obligations to the Client to maintain proper standards of professional conduct, Cobalt reserves the right to terminate the provision of services to the Client for reasons that include, but are not limited to: (a) if the Client fails to cooperate with Cobalt in any reasonable request; or (b) if Cobalt's continuing to act would be unethical or impractical. Please be advised that the Client's continuing instructions will amount to the Client's acceptance of the terms of business set out in this Engagement Letter. If the Client decides that it does not want Cobalt to proceed on its behalf in this matter, please inform Cobalt promptly in writing. Upon termination, Cobalt will provide the Client with an invoice for work completed subsequent to its previously issued invoice.

Invoices. Cobalt will send the Client monthly invoices for fees and expenses periodically. Approval of each invoice is due within seven days of delivery, and invoices will be deemed to be approved if Cobalt does not receive a dispute in writing by the close of such period. Payment of each invoice is due upon approval, and interest on outstanding amounts owing will begin to accrue on a monthly basis at the rate prescribed by the Solicitor's Act. In the event that Cobalt is required to take action to collect fees that are owed to Cobalt by the Client, the Client agrees to indemnify Cobalt for costs incurred by Cobalt for such collection activities (including Cobalt's legal costs).

Cobalt can process outstanding invoices with any credit card that has been used previously been charged.

Contact. The Client is encouraged to contact Cobalt at the email, mailing address or telephone numbers listed above with any questions or concerns. Cobalt has strict confidentiality policies and procedures and any information you provide to Cobalt will be kept strictly confidential. Please note that Cobalt's voicemail and email systems are confirmed by our service providers to be confidential. You should be aware that email is not a fully secure medium, and you should be aware of this when contacting us to send personal or confidential information.