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jan14, 2023

**Private & Confidential**

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| **asd**  **dsa**  **Attention: sss** |

Re: Retainer Agreement for asd

We are pleased that asd wishes to retain GLM Impact Law Professional Corporation (“**GLM Impact Law**”) to advise it in connection with: (i) the acquisition of aaaand ancillary matters, and (ii) from time to time on various and ongoing legal matters that are relevant to you (the “**Services**”). We discussed the scope of our firm’s intended representation and wish to confirm to you that you have retained us to act on behalf of asd in the manner set forth below:

1. ***Description of Mandate***

We are being retained by asd to provide legal services in connection with the Services. All work undertaken on behalf of asd will be subject to this retainer agreement. We will provide you with legal services in which our professional judgment is reasonably necessary and appropriate to carry out this mandate.

We confirm that:

(i) We are not providing legal advice or services except as described above or as agreed in writing from time to time;

(ii) We will only be responsible to provide legal services with respect to the specific matter, transaction or questions actually presented by asd. We are relying upon the representations, information, documents and other facts that you provide to us so that we can best represent you. It is important to our representation of you for you to inform us of all relevant information which may affect the matters with respect to which our advice is sought. The ultimate responsibility, with respect to appropriate application and interpretation of any oral or written communications we provide, rests with asd; and

(iii) We do not provide tax, accounting, or other advice not within our area of expertise. The determination of whether or not GLM Impact Law requires input, sign-off or advice form a third-party specialist will be in GLM Impact Law’s sole discretion. If we form the opinion that advice is required from a professional with a particular expertise, such as a tax specialist or legal advisor outside of Ontario, we will first seek your approval prior to retaining such individual to provide any recommended advice. Any fees associated with retaining external specialists will be borne by asd. While we endeavour to minimize the amount of such fees that asd incurs, we will not advise in areas that we are not properly qualified to give such advice.

2. ***Instructing Persons***

We will only accept instructions from the directors or senior officers of asd, and as may be otherwise advised by such authorized instructing persons in writing.

3. ***Undertaking to preserve confidentiality***

(i) We undertake not to disclose or misuse your confidential information, subject only to applicable law and our professional and ethical obligations.

(ii) Because we owe this duty to all of our clients, we will not disclose to you information we hold in confidence for others (even if that confidential information would be relevant to you or our representation of you, or disclose to others information we hold in confidence for you (even if that confidential information may be relevant to our representation of other clients). We may update our firm precedents based on documents that we receive from and develop with our clients. While aspects of the documents you provide to us or develop with you may be used in documents we provide to other clients, the source of those documents will remain confidential. You confirm that you have the right to use all documents that you provide to us and that you do not object to our incorporating work product that we receive from or develop with you into our precedent system.

4. ***Identification of potential conflicts* [NTD: subject to conflict search once we receive the name of the corporation]**

(i) We undertake not to take on any matter that would create a substantial risk that our representation of you on this matter would be materially and adversely affected (a “**Conflicting Interest**”).

(ii) We have conducted a review of our records and we confirm that we have not identified a Conflicting Interest in representing you in this matter.

(iii) Please let us know immediately if there are any other names that we should search in connection with any of the legal advice sought or if there are any other changes or additions to these names in the future. We are relying on you to let us know of any other parties who are involved in any matters with respect to which our advice is sought, including any clients of asd.

(iv) Please note that we do not normally consider ourselves to have a Conflicting Interest because we represent another client who is (a) a business competitor, customer or supplier of asd or its clients; or (b) asserting through us legal positions or arguments that may be inconsistent with those you are asserting or may to assert; or (c) is adverse in interest in another matter to an entity with which asd or its clients have a relationship through ownership, contract or otherwise. Unless you have asked us to conduct a search against a particular entity as described in one of the above categories, our conflict search will not identify any issues arising from our representation of them.

5. ***Representation of other clients* [NTD: subject to conflict search once we receive the name of the corporation]**

We wish to avoid any circumstances in which you would regard our representation of another client to be inconsistent with our duties to, and understandings with you. Therefore, we advise that:

(i) While you are our client, we will not act for another client in a matter which can create a Conflicting Interest;

(ii) We are not aware of any current matters which we act for on behalf of other clients which create a Conflicting Interest;

(iii) If we learn while we are representing you that we are engaged in a matter which creates Conflicting Interest, we may ask for your agreement to our continuing to act on terms satisfactory to all concerned.

(iv) When you are no longer our client under applicable professional rules, we may represent another client in any matter that is adverse to you interests provided that:

a) The other matter is not the same as or related to the matter in which we previously represented you; and

b) We protect your relevant and confidential information.

6. ***Fees/Rates, Expenses and Retainer***

**Fees** - Our fees will be based principally on the time spent by us on your behalf. Records of all our time will be kept and accounts will then be prepared and sent to you periodically. HST will be charged on all legal fees. From time to time the hourly rates may increase in line with industry standards.

Fees are to be paid on an hourly basis at the hourly rates of lawyers engaged in this matter. For reference, the hourly rates of the lawyers who may be engaged on the transaction are:

Anton Malinouski (Partner) $150/hr

David Liang (Partner) $150/hr

**Expenses** - In addition to our professional fees, our accounts will include expenses and allocated charges (also called “**disbursements**”) incurred by us on your behalf, such as deliveries, travel expenses, government filing and search charges and the fees of agents who conduct investigations, searches and registrations and all other reasonable out of pocket expenses and office charges. HST will be charged on some disbursements.

**Retainer** - At this time, we require an initial retainer in the amount of $2,500. The retainer funds will be placed in our trust account and will serve as a source of payment for all or part or our accounts when rendered. You will be asked to replenish the retainer from time to time. Any unused portion will be returned to you upon the completion of or termination of our services within a reasonable time after invoicing.

7. ***Termination***

(i) You may terminate your engagement of us for any reason prior to the conclusion of this engagement by giving us written notice to that effect. Upon termination, all unpaid legal fees and disbursements, including accrued but not yet billed 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 this engagement for any reason including as a result of conflicts of interest that arise or unpaid legal fees or disbursements.

(ii) Unless our engagement has been previously terminated, our representation of you will cease upon receipt by you of our final account for services rendered. If, upon termination or completion of this engagement, you wish to have any documentation returned to you, please advise us. Otherwise, any documentation that you have provided to us and the work product completed for you will be dealt with in accordance with our records retention policies and practices. Please note that our records and retention policies and practices may not be synchronized with yours. You must alert us to advise us of any concerns you have about what we retain in our records or destroy. Absent a written agreement with you to the contrary, we are free to retain or destroy records we possess with respect to this engagement as we determine to be appropriated.

(iii) 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 our engagement has been terminated.

8. ***Electronic Communications***

During the course of our engagement we may exchange electronic versions of documents and emails with you using commercially available software. Unfortunately, the available technology is vulnerable to attack by viruses and other destructive electronic programs. As a result, while we have sought to take countermeasures, our system may occasionally reject a communication you may send 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 those communications and documents will always be virus-free, and we make no warranty with respect to any electronic communication 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.

9. ***Payment***

Our statement of accounts for fees, costs and disbursements and applicable taxes will be sent to you on a monthly basis and are payable on receipt. If an account is not paid within 30 days, we will charge interest at an annual rate in accordance with the law society rules, from the date the account is rendered until the date paid.

10. ***Privacy***

In the course of acting for you, you may provide us (and we may collect) personal information that is subject to applicable privacy protection laws. On your behalf, 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 as permitted or required by law.

11. ***Agreement***

You may want to have this agreement reviewed by another lawyer. If you are in agreement of the terms of this letter and would like us to proceed on the basis described above, please sign the enclosed copy of this letter in the space provided, and return an executed copy to us. If you decide that you do not want us to proceed on your behalf in this matter, please inform us promptly.

12. ***Entire Agreement***

This Retainer Agreement, together with any schedules, exhibits, attachments, or amendments hereto, constitutes the entire agreement between asd and GLM Impact Law with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the Services.

No modification of this Agreement shall be effective unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

13. ***Severability***

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed modified or replaced to the extent necessary to make it valid, legal, and enforceable, while preserving the intent of the parties to the greatest extent possible. If such modification or replacement is not possible, the invalidity, illegality, or unenforceability of that provision shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement. The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, business, and other purposes of the invalid, illegal, or unenforceable provision.

14. ***Amendments***

This Agreement may only be amended or modified by a written agreement signed by both parties. Any amendments or modifications shall be attached to this Agreement as a schedule and shall form an integral part of this Agreement.

15. ***Governing Law***

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and applicable Canadian federal laws. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Ontario.

16. ***Facsimile/Email etc.***

This agreement may be transmitted by facsimile or other electronic transmission and the reproduction of signatures will be deemed to be original and legally binding.

**[signature page follows]**

Yours sincerely,

**GLM IMPACT LAW PROFESSIONAL CORPORATION**

Name: Anton Malinouski

Title: Partner

Agreed and accepted on this \_\_\_\_\_\_ day of jan14, 2023.

**asd**

Name: sss

Title: ddd