

File No. 9999.999

May 8, 2008

John Doe  
123 Main Street  
Vancouver, BC  
V9V 9V9

Dear Mr. Doe:

**Re: Your Matter**

Thank you for asking our firm to act for you regarding Your Matter.

We request that you review the contents of this letter as its terms will form the retainer agreement between our firm and you.

As the terms of this letter, upon your acceptance, will form an agreement between you and our firm, we cannot advise you on the legal implications of the agreement. If you have any concerns or questions about the terms of this letter you should obtain independent legal advice.

The following are the terms and conditions of our retainer agreement:

**1. Scope of Retainer**

We are authorized to assume conduct of this matter as your solicitors and to do all things necessary to carry out the legal services referred to above. We will report to you when Your Matter is active.

**2. Contingency Fees**

The fee we will charge will be a percentage of the total amount to which you become entitled under a settlement or which is awarded to you exclusive of any portion attributable to reimbursement for taxable costs. The contingency fee will become payable upon either recovery being made or the award being adjudged owing to you whichever occurs first.

The percentage will be \_\_\_\_\_%.

This contingency fee agreement does not apply to applications for leave to appeal or appeals from Court rulings on interlocutory or final matters or for applications to assess taxable costs. In such circumstances we will negotiate a separate fee agreement with you.

By signing this letter you authorize and direct that all proceeds of any settlement or judgment are to be paid to our firm in trust.

### **3. Disbursements**

You authorize us to incur disbursements on your behalf as we consider necessary to carry out the legal services referred to above. You will be responsible for reimbursing us for these disbursements, which may include, amongst other things, long distance charges, travel expenses, parking, taxi fares, deliveries, postage, binders, binding charges, printing costs, transcripts, court reporter's fees, experts' fees, experts' reports, agent disbursements, filing charges, research and computer research charges, photocopies and telefaxes. In the case of substantial disbursements, we may require that you pay for such disbursements in advance.

### **4. Taxes**

You should be aware that 5% Goods and Services Tax and 7% Provincial Sales Tax is payable by you to Revenue Canada and the Minister of Finance on our account including fees and disbursements. If you believe you may be exempt from one or both of these taxes you should consult with us before our first account is rendered.

### **5. Disbursement Retainer**

(a) \$\_\_\_\_\_.

This monetary retainer will serve as a source of funds to pay our disbursement accounts when rendered and as security for disbursements incurred. We may request that our retainer be replenished when it is exhausted and further work is to be done.

### **6. Security**

We obtain security for any amounts due to our firm. By signing this agreement you grant a security interest to our law firm over all of your present and after acquired personal property as security for any and all amounts due to our law firm from time to time. By signing this agreement you waive notice of the filing of any financing statement or receipt of any verification statement relating to this security interest.

## **7. Credit and Billing Practices**

We will generally render accounts on a monthly basis which are due and payable upon the account being rendered. If we have a monetary retainer you authorize us upon posting the account to pay the account from the monetary retainer. In the event an account is not paid within 30 days of the billing date you will receive an overdue account statement.

Interest is payable by you on overdue accounts or any portions thereof not paid within 30 days of the billing date shown on the account. Interest on overdue accounts is calculated at the rate of 1.5% per month, calculated monthly (equivalent to 18.00% per annum) until the account is paid in full.

## **8. Termination**

We will do everything reasonably possible to ensure you are satisfied with the services provided to you. At all times you will have the right to terminate our services by giving us written notice whereupon we will render our final account and request payment of all accounts due.

We also will have the right to terminate our services at any time without cause. Normally we would only withdraw our services in the following circumstances:

- (a) if it becomes unethical or impractical to continue to act;
- (b) if our retainer has not been replenished as requested;
- (c) if our accounts are not paid; or
- (d) if you fail to respond to any reasonable request relating to this matter or follow our advice, such that our representation of you would be compromised.

In the event of the termination of this agreement by either party to this agreement and there is unbilled work and disbursements in progress or outstanding accounts rendered by us to you, you agree that we shall have a lien and charge on any and all documents, files, records, or other property of yours in our possession at the date of termination until all such financial obligations are paid in full and discharged.

If legal proceedings are outstanding on your behalf at the time of termination, you will be immediately required to file a Change of Solicitor or a Notice of Intention to Act in Person. In the case of corporate matters, you will be required to change the address of the registered and/or records office of any Company from our address to the last known address of the President of the Company.

If this agreement is a contingency fee agreement and has been terminated by either party, our firm will be entitled to payment of all billed and unbilled disbursements before release of the file and a charge on the file for the services provided based on a quantum meruit assessment payable at the conclusion of the matter or realization of the contingency.

## **9. Joint Representation**

The rules of the Law Society of British Columbia require that, when we agree to represent clients jointly, we must raise certain issues with you and obtain your consent as to the course to be followed in the future if a conflict arises.

- (a) We owe each of you a duty of undivided loyalty. This means that we must act in your best interest at all times and must not favour the interests of one of you over the interests of another, or allow anything to interfere with our loyalty to you or our judgment on your behalf. If we are unable to fulfil this duty of undivided loyalty, we will have to withdraw from this joint representation.
- (b) As we have been retained to represent both of you jointly, no information received from one of you on these matters can be treated as confidential from the other. This means that we must share information with both of you. For example, if we learned of a document possessed by one of you that is relevant to this matter and benefits one of you, we could not refrain from using it even if its disclosure would be harmful to the other.
- (c) If we agree to act for one of you in a matter separate from this one, and we receive confidential information from that separate matter that is relevant to this matter and the client in that separate matter wishes to keep it confidential, then the information must be disclosed to each of you in this matter and we may continue to act jointly for both of you.
- (d) If a conflict arises between you and you so desire, we are permitted to assist you in attempting to resolve the conflict. If it is resolved we may continue to represent both of you and no further change would be required.

## **10. Agreement**

You may, within 3 months after this agreement is made or terminated by either party, apply to a district registrar of the Supreme Court of British Columbia to have this Agreement examined, even if you have made payment to us under the agreement.

The Rules of the Law Society of British Columbia provide that, subject to the Supreme Court approving a higher fee, the maximum amount that a lawyer may charge in a claim for personal injury or wrongful death arising out of the use of a motor vehicle is 33 ⅓%. Fees charged by different lawyers vary.

This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and you agree to attorn to the jurisdiction of any Court of competent jurisdiction within the Province of British Columbia.

If the foregoing terms and conditions are acceptable, please date and execute the duplicate copy of this letter and return the duplicate copy to our offices. Please keep the original of the letter for

your records. We look forward to assisting you with your legal needs and will commence work on your behalf as soon as we receive the executed retainer agreement and monetary retainer.

Yours truly,

**HOBBS GIRODAY**

Per:

\_\_\_\_\_

I, John Doe, agree this \_\_\_\_ day of \_\_\_\_\_, 2008, that Hobbs Giroday is engaged as my solicitors on the terms set forth herein.

Per:

\_\_\_\_\_

John Doe

Hobbs Giroday