RETAINER TERMS

SEPTEMBER 2026

Please be advised that if you as a client have signed a Retainer Contract with **David Matthew Sanders,** Barrister and Solicitor, o/a **Camberwell House** and/or o/a **Camberwell House Litigation**, and/or o/a some other variant thereof, [in any case, "Camberwell"], on or after SEPTEMBER 11, 2026 these terms are incorporated into and form a part of that Retainer Contract and are binding on you as Client or Clients [henceforth "Clients", whether there are one or more clients] and on Camberwell as your lawyer.

Where there is confusion or conflict between these Retainer Terms and any specific Retainer Contract signed with a Client or Clients the terms of the Retainer Contract with Clients shall govern.

Communications & Instructions

1. Camberwell:
   - 1.1. shall communicate with and report to Clients as necessary, and at other times at Camberwell's discretion;
   - 1.2. shall accept instructions only from Clients or such other person as Clients shall designate in writing and in advance.
   - 1.3. shall not be bound by any instructions coming from any person not so designated.

2. Clients undertake to:
   - 2.1. advise Camberwell of any change of address or phone number(s) until such time as the matter(s) is/are resolved; and
   - 2.2. respond to communications to and requests for instructions from Camberwell,

   failing which Camberwell may cease to act for Clients and, if there is ongoing litigation, may

remove itself from the record and Clients will not oppose any such motion.

3. Client Information and Documents:
   3.1. Clients shall provide Camberwell with complete and accurate information and documentation material to the services for which Camberwell has been retained.
   3.2. Camberwell is entitled to rely upon information and documentation provided by Clients, or by others on Clients' behalf, as being complete and accurate and, unless Camberwell is expressly retained in writing to investigate or verify particular information or documentation, Camberwell is not obliged to independently investigate or verify same.
   3.3. Clients are responsible for any consequences arising from materially incomplete, inaccurate, misleading or withheld information or documentation provided by Clients or on Clients' behalf.

4. Material Changes:
   4.1. Clients shall promptly advise Camberwell of any material change in their circumstances, affairs, instructions, information or documentation which may affect the services for which Camberwell has been retained.
   4.2. Camberwell is entitled to rely upon information, documentation and instructions previously provided unless and until Clients advise Camberwell that same have changed.
   4.3. Clients are responsible for any consequences arising from their failure to advise Camberwell promptly of any such material change.

5. Client Decisions and Results:
   5.1. Camberwell shall provide legal advice and services within the scope of the Retainer Contract, but Clients remain responsible for making their own decisions and providing instructions concerning their matter.
   5.2. Camberwell may advise Clients concerning the risks, benefits, consequences or advisability of particular decisions or courses of action, but the ultimate decision

whether to accept such advice and what instructions to give remains with Clients.

5.3. Legal advice necessarily involves the exercise of professional judgment and may involve uncertainty concerning facts, law, the actions or decisions of other persons, courts, tribunals, governments or other authorities, and future events.

5.4. Camberwell does not guarantee or warrant any particular result, outcome or consequence arising from the services

Personnel

6. Clients authorize Camberwell to appoint another Law Society licensee (being either a paralegal or lawyer and henceforth "Licensee") to attend in court or before a tribunal on Clients' behalf or to perform such other tasks as may be necessary in this matter where such appearance or tasks would be necessary and/or prudent to serve the best interests of Clients.

7. Camberwell, in the interests of client service and account minimization, may:

7.1. assign such staff as it thinks best to any and all matters and tasks herein;

7.2. subcontract preparation and/or administration and/or court procedural work to other Licensees and/or other qualified professionals.

Fees, Disbursements and Accounts

8. *General*:

8.1. all accounts shall be divided into "fees" and "disbursements";

8.2. any estimate as to fees shall not include disbursements such as photocopy, fax and travel costs, for which Clients shall be billed monthly or periodically as required;

8.3. Camberwell shall provide, either voluntarily or if requested, an itemized account of services and times and disbursements.

9. *Multiple Clients*:

9.1. If there is more than one client, Camberwell will bill said clients jointly and said multiple clients are responsible jointly and severally for the full amount.

9.2. Clients recognize and agree that "there are no secrets" as between the multiple clients: information given by one client to Camberwell will be considered information given to the other client; any information given by Camberwell to one client shall be considered to have been received by both.

10. *Corporate Clients*:

10.1. If a client is a corporate entity, the officer(s), director(s), shareholder(s) and principal(s) of said corporation are Clients, and are jointly and severally responsible for the full amount(s) owed to Camberwell in addition to the Corporation itself.

10.2. The signature of the corporate principal on a Retainer Contract shall be taken to bind these parties.

11. *Rates (in Canadian dollars)*:

11.1. ordinary billing rate for lawyer(s), **$310.00** per hour;

11.2. litigation preparation and related file time: **$310.00** per hour;

11.3. document review, reporting time and all other: **$310.00** per hour;

11.4. lawyer's library or computer research time:

11.4.1. **$310.00** per hour if done by Camberwell; or

11.4.2. or as billed by outside professionals;

11.5. "Lawyer's Combined Rate" ["LCR"] **$190.00** (this is a category used when the lawyer is combining purely lawyer work (review, drafting, notes, *etc.*) with clerk or secretarial work (document revision, format, structure, *etc.*);

11.6. law clerk, or project officer, or paralegal time:

11.6.1. if done by Camberwell, **$115.00** per hour;

11.6.2. if done by outside professionals, as billed to Camberwell;

11.7. secretarial time:

11.7.1. if done by Camberwell, **$60.00** per hour;

11.7.2. if done by outside professionals, as billed to Camberwell;

11.8. travel time:

11.8.1. if done by Camberwell, **$40.00** per hour;

11.8.2. if done by outside professionals, as billed to Camberwell;

11.9. Rates are subject to change on written notice to Clients.

11.10. The default rate is $310.00 per hour, for all hours charged.

11.11. The use and allocation of any discounted rate, and the decision as to which time belongs in which category, and at what rate, are all at the sole discretion of Camberwell and the client specifically accepts this.

12. *Cap*:

Any cap on fees and disbursements must be in the Retainer Contract or subsequently agreed to in writing by Camberwell and Clients, otherwise no such cap is agreed to, or can be claimed or enforced.

13. *Disbursements:*

13.1. It is understood that any disbursements incurred by Camberwell on behalf of the Clients are payable by Clients and are in addition to fees.

13.2. Disbursements are not refundable.

14. *Outside professionals:*

It is understood that any such disbursements incurred by Camberwell on behalf of the Clients are payable by Clients and are in addition to fees.

15. *Research Disbursements – Online Services*:

15.1. In addition to the foregoing it is specifically understood that Camberwell may use paid

and/or subscription online research services on behalf of Clients and any and all costs of same are payable by Clients, in addition to fees.

15.2. Camberwell will charge such research fees as itemized by the research service in question when accounts are so presented.

15.3. Where the research is done on a subscriber service (such as Quicklaw or Westlaw), Camberwell will charge a flat monthly fee for said services, said being (and not to exceed) $200 per Clients per month in any month in which such research is being done for a client.

15.4. The maximum fee does not cover any separate research services used by Camberwell. If Camberwell uses a separate, fee-based research service Clients are responsible for any such outlays.

15.5. Where a Licensee or any other outside professional is hired the research work of same shall be charged at the rate of said person or company and recovered as a disbursement from Clients by Camberwell.

16. *Research Disbursements – Professional Development Materials*:

16.1. In addition to the foregoing it is specifically understood that Camberwell may choose to attend professional development events, or obtain professional development materials, if same are particularly applicable to a client's case.

16.2. Where such events are attended, or such materials obtained, Camberwell may recover same from Clients by Camberwell.

17. *Litigation Disbursements – Process Server(s)* - Clients understand and agree that:

17.1. The use of a process server may be warranted in certain circumstances.

17.2. Process Server fees vary greatly depending on circumstances. Note: For simple matters such as service of an affidavit, process server fees could be as low as $50, however, in circumstances including but not limited to service on multiple individuals, service in other cities, difficultly reaching individuals, multiple attempts at service,

service requiring considerable travel time, etc. fees could increase to many hundreds of dollars in total.

17.3. Clients shall be responsible for paying all disbursements required to cover process server costs unless otherwise agreed upon by Camberwell House and Clients.

18. *Taxes, Levies and Fees*:

18.1. Harmonized Sales Tax (HST) of thirteen percent (13%) is chargeable on all fees of any kind and on most disbursements.

18.2. Clients are responsible for payment of any provincial sales taxes or any and all other taxes due and owing on the account.

18.3. Clients shall be responsible for payment of any Law Society of Upper Canada/LawPro surcharge levy due and owing on the account.

18.4. Clients shall be responsible for payment of any and all court fees. Camberwell may require payment of such disbursements before proceeding with the task in question.

19. *Trust Account matters:*

19.1. Clients agree to deposit into trust a sum required by Camberwell as an initial retainer.

19.2. Clients agree to deposit from time to time further interim retainer monies as Camberwell may require to meet required and/or anticipated fees and disbursements including the retention of Licensees or other professionals.

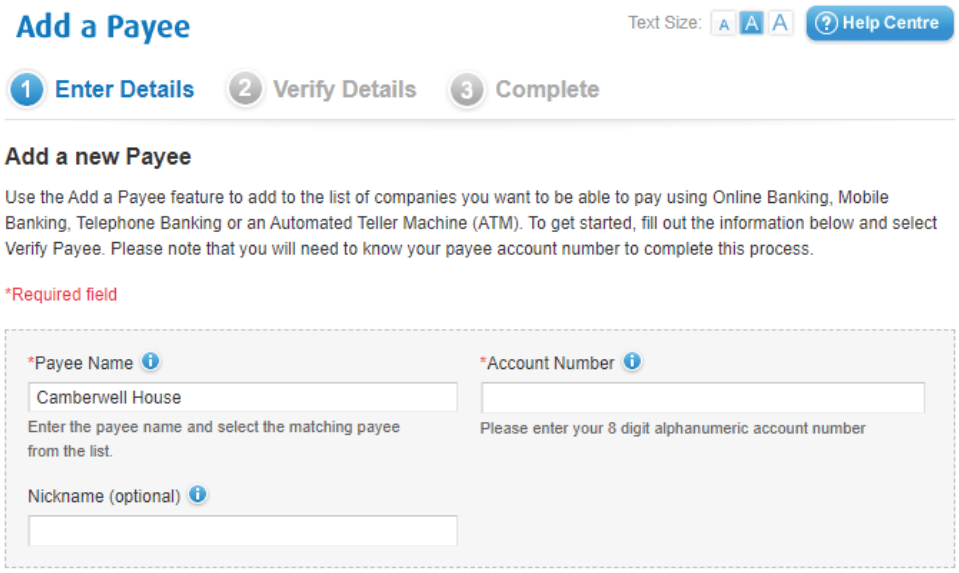
19.3. Clients instruct and authorize Camberwell from time to time to transfer to its general account towards his fees and disbursements funds from any retainer Clients may give.

19.4. Trust deposits for disbursements not yet incurred may be refundable.

19.5. Clients instruct and authorize Camberwell to receive in your trust account on Clients' behalf any funds to which Clients may become entitled arising out of the herein matter, and Clients agree and instruct that such funds may be applied to your legal account for fees and disbursements.

20. *BMO Trust Account:*

20.1. Clients who use Bank of Montreal online banking can, if they wish, make payments into the Camberwell House trust account, where it can be added as a payee:



20.2. Clients are required to notify Camberwell of any such deposits because as of the date of these Terms BMO does not provide alerts on business accounts.

20.3. Your Account Number is your file number without the hyphen, *e.g.* CHL23099.

20.4. Camberwell is currently not set up as a payee for any other bank.

21. *Billing, Payment and Interest*:

21.1. Camberwell shall invoice for matters done pursuant to this Retainer Contract and shall detail the payments made out of trust.

21.2. Clients agree to payment in full of any outstanding balance due to Camberwell for work undertaken on Clients' behalf and that said payment shall be due within thirty (30) days of the date of the invoice.

21.3. Clients acknowledge that interest:

21.3.1. is payable on all overdue accounts at the maximum chargeable under the *Solicitors Act*, *i.e.* the rate that is established for the purpose of section 128 of the *Courts of Justice Act* in respect of an action that is commenced on the day

the bill is delivered;

21.3.2. commences 30 days after the date of each account, until each amount is fully paid;

21.3.3. is applicable whether or not an interest clause is marked on any given account.

21.4. Any NSF cheques to Camberwell shall be subject to a $50.00 administration fee.

21.5. Clients are responsible for any and all bank fees specifically attributable to their own file, such as email transfer fees, bank draft fees (*etc.*).

22. *Discounts and Assessment:*

22.1. Camberwell is at liberty to extend discounts to clients at its own and sole discretion.

22.2. Camberwell is free to bill at a lower rate work that is more properly and accurately billed at a higher rate.

22.3. If a Camberwell account is assessed pursuant to the *Solicitors Act* or is made the subject of litigation between Clients and Camberwell, **the client specifically notes and agrees that any such discounts or lower billing rates are revoked and the client is liable to pay any and all undiscounted amounts**.

22.4. Camberwell may issue a fresh account showing the full amount due, but is not bound to do so

22.5. **Clients agree that their obligation will be to pay the higher amount and Clients further agree that for the purposes of an assessment such higher amounts are the correct amount due and owing.**

<u>Ownership of Work Product</u>

23. Ownership work product, and liens:

23.1. Work done herein shall be the property of Camberwell.

23.2. Clients retain ownership of their own documentation.

23.3. Camberwell retains all of its right to lien under the *Solicitors Act*.

Withdrawal, *etc.*

24. **Withdrawal or Termination by Camberwell**

24.1. Camberwell may withdraw from or terminate a retainer where permitted or required by law or the Rules of Professional Conduct, including where Clients fail to pay Camberwell's accounts or provide required retainers or trust funds, fail to provide timely or adequate instructions, fail to cooperate with Camberwell, provide materially inaccurate, incomplete or misleading information, require or request Camberwell to act unlawfully or contrary to its professional obligations, or where there has otherwise been a serious loss of confidence between Camberwell and Clients.

24.2. Where Camberwell withdraws from or terminates a retainer, Camberwell may cease providing legal services and taking further steps on Clients' behalf, subject to any obligations imposed by law, the Rules of Professional Conduct, or an applicable order or direction of a court or tribunal.

24.3. Where Camberwell is acting in a proceeding or other matter in which its withdrawal requires the consent, approval or order of a court, tribunal or other authority, or the filing or service of any document, Camberwell may take such steps as are necessary to obtain or effect its withdrawal or removal as lawyer or representative of record.

24.4. Clients authorize Camberwell, on withdrawal or termination, to notify any court, tribunal, other authority, party or other person to whom notice is required that Camberwell is no longer acting for Clients, without disclosing any privileged or confidential reason for the withdrawal or termination.

24.5. Upon withdrawal or termination, Clients are responsible for promptly retaining another lawyer where necessary and for protecting their own interests, including complying with any applicable limitation period, deadline, court or tribunal order, contractual obligation or other time requirement.

24.6. Camberwell's withdrawal from or termination of one retainer does not, by itself, terminate any separate retainer between Camberwell and Clients unless Camberwell

advises otherwise.

25. Fees etc. at end of retainer:

25.1. If the retainer ends for any reason, including withdrawal or termination by Camberwell, removal from the record, or ending at Clients' instruction, or for any other unlisted reason, Clients remain liable for any and all remaining fees and disbursements, taxes and other amounts owing to Camberwell, up to and including termination of the retainer, together with any fees, disbursements and taxes incurred in taking steps necessary to withdraw from or terminate the retainer.

25.2. Upon ending of the retainer, Camberwell shall render an account for amounts owing and shall refund any remaining retainer or trust funds after those amounts have been applied.

Communication / CASL

26. Clients consent to Camberwell corresponding with me by email and/or by Dropbox for all matters related to any work that they are performing on Clients' behalf, including, but not limited to, reporting letters, requests for information, invoices, general information emails and circulars and newsletters, and information regarding firm events. If Clients wish to have Camberwell no longer contact Clients by email, Clients will advise them by replying to an email and advising them to stop.

Completion and End of Retainer

27. Completion and End of Retainer: Unless otherwise expressly agreed in writing:

27.1. Camberwell's retainer is limited to the matter or matters identified in the Retainer Contract and ends when:

27.2. the services for which Camberwell was retained have been completed;

27.3. Camberwell advises Clients that the retainer or Camberwell's work thereunder is complete; or

27.4. the retainer is otherwise terminated by Clients or Camberwell,

whichever occurs first.

28. Upon the end of the retainer, Camberwell has no continuing obligation to:

28.1. monitor or review Clients' circumstances or affairs;

28.2. monitor or advise Clients concerning subsequent changes in the law, professional practice, government policy or programs, or other circumstances;

28.3. determine whether any advice previously given or any document previously prepared for Clients remains appropriate or should subsequently be reviewed, amended, replaced or otherwise reconsidered; or

28.4. take any further step or provide any further advice or service in relation to the matter,

28.5. unless Camberwell and Clients enter into a further retainer to do so.

29. The completion of the services for which Camberwell was retained is sufficient to end the retainer notwithstanding that Camberwell has not delivered a closing letter or other express notice confirming that the file or retainer has been closed.

File Destruction

30. Camberwell retains the right to destroy file documentation left with it after file closure:

30.1. If Clients, upon termination or completion of this engagement, wish to have any documentation returned, please advise Camberwell immediately. Otherwise any documentation that Clients have provided to us and the work product completed for Clients will be destroyed as we see fit.

30.2. Camberwell's records and retention policies and practices may not be synchronized with those of the Clients. Clients must alert Camberwell immediately to advise Camberwell

of any concerns Clients have about what Camberwell retains in its records or what it destroys.

30.3. Absent written agreement with Clients to the contrary, Camberwell is free to retain or destroy the records Camberwell possesses with respect to this engagement as Camberwell sees fit, and Clients expressly accept the risks of this, including the factual risk of the document destruction, or the specific legal risk to Clients of not being able to conduct any litigation in the future, including all limitations risks, whether regarding third parties or E&O claims against Camberwell.

30.4. Clients should assume for the sake of their own planning that Camberwell **will purge and confidentially destroy any materials left with Camberwell at *any* date after two (2) years** of the completion of the work done for Clients.

Identity Verification

31. Effective 2024 and thereafter, lawyers in Ontario are obliged to verify client identities, especially in remote circumstances. Those requirements can be found on the Law Society of Ontario's website. Whether you are a local or remote client Camberwell House will use a Law Society approved verification service. That service is currently Realaml. Clients are obliged to and agree to verify their identity using this method.

Technology, A.I., Confidentiality and Data-Handling

32. Camberwell House is a modern, highly technology-integrated legal practice. We use electronic communications, cloud-based systems, remote access tools, automation, AI-assisted technologies, transcription services, VOIP telephony, and third-party providers. These tools allow us to provide faster, more responsive, and more affordable legal services than traditional high-overhead firms.

33. Camberwell House uses a VOIP (Voice Over Internet Protocol) phone service (Ring Central,

as of the date of these Retainer Terms). This system permits phone recordings, AI-generated transcripts and AI-generated summary notes of the conversation. Camberwell House operates without staff secretaries and uses these services to record conversations and provide transcripts and summaries for counsel's use. You are consenting to this by retaining Camberwell House.

34. Camberwell House uses many such online tools, including but not limited to Gmail, Google Drive, Realaml, Dropbox, Zoom, Turboscribe, and other online and email and Artificial Intelligence (AI) services such as Grok and OpenAI/ChatGPT to best fulfil the solicitor-client contract and run this practice efficiently and with minimum staff and minimum cost to you the Clients. Use of these services involves placing your highly confidential data in the hands of third parties and international corporations who have different confidentiality and privacy and data use standards than those of the Law Society of Ontario, or Camberwell in particular, and which may not even attorn to Canadian or Ontario law. **Clients specifically give their consent to the use of such services, even for matters covered by solicitor-client confidentiality, and accept any disclosure that may result, and waive any right of action or proceeding against Camberwell for any data breach.**

35. Camberwell's Privacy Policy outlines how the firm manages personal information about the Clients collected in the course of acting on their behalf. The Clients acknowledge by hiring Camberwell that they have received and reviewed (or have had the opportunity to do and waived the right to review) the Camberwell House Privacy Policy, available online.

36. Where these "Electronic / Online / AI Services" provisions of the Retainer Terms conflict with Camberwell's Privacy Policy, these Retainer Terms shall govern.

Other matters

37. The Camberwell House Privacy Policy outlines how the firm manages personal information

about the Clients collected in the course of acting on their behalf. The Clients acknowledge:

37.1. receiving a copy of the Camberwell House Privacy Policy; *and/or*

37.2. that the Camberwell House Privacy Policy is available online; **and**

37.3. they accept the terms and conditions of the Privacy Policy.

38. The governing law of this contract is Ontario.

39. If the Clients terminate the Retainer Contract or change representatives they will immediately notify Camberwell in writing and will settle the account prior to demanding release of the file.

40. The Clients acknowledge that it is their obligation to:

40.1. read the Retainer Contract and read these Retainer Terms;

40.2. understand the contents of said Contract and Terms and ensure that Clients have no uncertainty, questions or concerns regarding its contents or, alternatively, to immediately notify Camberwell of any such questions or concerns regarding said Contract and Terms or other solicitor-client matters not addressed herein;

40.3. periodically check with the most recent version of the Retainer Terms found on the Camberwell website to see if there are any changes which they object to and wish to negotiate with Camberwell.

41. File Number: The Clients agree that Camberwell may change its internal designation(s) and/or file number(s) for their individual file(s), and further agree that the Retainer Contract and Retainer Terms continue to apply in full notwithstanding such change(s).

42. The Retainer Contract and these Retainer Terms constitute the whole solicitor-client and business contracts between Camberwell and Clients and there are no other terms and conditions which bind Camberwell.

43. **Amendment of Retainer Contract: in writing only -** Any amendments to the Retainer Contract between Camberwell and Clients must be in writing to be enforceable.

44. **Amendment of these Retainer Terms: at Camberwell's discretion –** Clients confirm and authorize that Camberwell may add to, amend, replace or supplement these Retainer Terms from time to time. Any amended Retainer Terms will apply prospectively from the effective date specified therein. Camberwell will make the current Retainer Terms available to Clients electronically and may — but is not obliged to — give notice of material amendments by email or other electronic communication. Clients are required to periodically check the Retainer Terms online at https://personallaw.ca/downloads/ for updated versions. Continued instructions to or use of Camberwell's services after an amendment takes effect constitutes acceptance of the amended Retainer Terms.

45. Camberwell undertakes to use any discretion and authority granted to it in these Retainer Terms or in the Retainer Contract in good faith.

[End of September, 2026 Retainer Terms]