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CORPORATE/COMMERCIAL RETAINER

TO: **Schwarz Law LLP**

AND TO: **THEREOF**

FROM:

1. This will confirm that I have retained your firm to act as my solicitors and representative with respect to an analysis of, recommendations, (Insert Specific Services) and in general with respect to certain corporate matters. I acknowledge and agree that all of the services performed on my file will be conducted by Jayson B. Schwarz, and other lawyers, senior law clerks, articling students, and clerks in your employ from time to time. I understand that you will bill me at the rate of $600 per hour for work performed by Mr. Schwarz, $350 per hour for work performed by Konstantine Chatzidimos and $275 per hour for work performed by Aaron Grinhaus, $250 per hour for work performed by Zane Roth, $150.00 per hour for work performed by a senior law clerk or articling student, and $75.00 per hour for work performed by a clerk, subject to adjustment having regard to the length of time required, the degree of complexity involved. All other lawyers utilized in the firm will be billed at their normal hourly rates.

2. I hereby acknowledge and agree that you will periodically provide me with statements of account reflecting time accrued and disbursements incurred as same accrue in connection with this matter. I hereby acknowledge and agree that should the funds provided to you under this retainer be depleted, I will provide you with such further or other additional retainers as may be required by you in order to complete the performance of the services required in connection with the above-referenced matter.

3. I hereby acknowledge and agree that in representing us in connection with this matter you may be required to retain such further or other experts as you deem necessary, which experts must be approved by me prior to their retainer.

4. I hereby acknowledge you may require a retainer be provided from time to time and I do hereby undertake to comply and make payment forthwith upon receipt of request for retainer.

5. I understand that you may terminate this retainer if any of the following events occur:

   - I fail to communicate with you after your reasonable attempts to contact me or my representatives;
   - I fail to pay my accounts promptly upon receipt of same; or
   - I retain such other counsel as I deem fit.

6. I (the Client) understand that to provide me with goods and services, Schwarz Law LLP will collect some personal information about me (e.g. home telephone number, address, birth date, etc).

7. I have reviewed Schwarz Law LLP's Privacy Policy about the collection, use and disclosure of personal information, steps to taken to protect the information and my right to review my personal information. I understand how the Privacy Policy applies to me. I have been given a chance to ask any questions that I have about the Privacy Policies and they have been answered to my satisfaction.

8. I (the Client) do hereby grant to Schwarz Law LLP permission to provide me with notice when it is time to review whether I need new goods or services; to provide me with newsletters and other informational mailings from Schwarz Law LLP; and to provide me with notice of promotions and special offers, if any of Schwarz Law LLP. I understand that, as explained in the Policies and Procedures for Personal Information, there are some rare exceptions to these commitments. I further grant permission for you to email me any documents you deem appropriate in an unscrambled condition.

9. I agree to Schwarz Law LLP collecting, using and disclosing personal information about me as set out above and in Schwarz Law LLP's Privacy Policy.

10. This Agreement and all terms, covenants and conditions contained herein shall enure to the benefit of and shall be binding on the undersigned parties and their respective heirs, executors, administrators, trustees, successors and assigns.

Dated at Toronto, this day of , 2011

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