

# ASSISTENZA INTERNATIONAL LEGAL NETWORK

## TERMS AND CONDITIONS

Assistenza International manages for itself and for others legal service plans for various organizations and plan sponsors (hereinafter “Assistenza”) and as such has developed a legal referral network across North America (hereinafter the “Referral Network”). The following are the “terms and conditions” to which the undersigned attorney, lawyer, law firm, partnership or association (hereinafter the “Attorney”) agrees to respect as a condition of being part of the Referral Network. This Agreement will apply to how matters of every client that Assistenza will refer to an Attorney (hereinafter the “Client”) are managed.

By accepting a Client, the Attorney accepts and consents to all the terms and conditions contained in this Agreement. Assistenza may modify this Agreement at any time, at its sole discretion. If the Attorney accepts a Client from the Referral Network after Assistenza posts an amendment, the Attorney will be deemed to have accepted and agreed to any such modification. The Attorney is responsible for reviewing this Agreement regularly.

1. The undersigned represents that they qualify as an Attorney (lawyer, solicitor, barrister or notary, in the case of notaries practicing in the province of Quebec), who:
  - a. Is an active member, in good standing, of the Bar Association, Law Society or Order in the jurisdiction where they practice (as it may apply);
  - b. Maintains a practice of law, individually or as a member of a firm;
  - c. Maintains professional liability insurance required in the jurisdiction of the Attorney, providing the limits required under the local regulations and, in any case, of not less than \$100,000 per incident and \$300,000 aggregate for the applicable annual coverage period;
  - d. Abides by all the rules and regulations of the Bar Association, Law Society or Order in the jurisdiction where they practice (as it may apply) especially as such rules and regulations pertain to the execution of legal mandates on behalf of clients and in regards to conflicts of interest.
  
2. The Attorney agrees to:
  - a. Provide Assistenza with up to date contact information, a general phone number and e-mail address;
  - b. Provide required notification of change of information or status pursuant to this Agreement;
  - c. Provides a free 30 minute in-person initial consultation to all Clients;
  - d. In the execution of a legal mandate, the Attorney agrees to provide the client with a discount of up-to 25% off the Attorney’s normal posted rate (i.e. a 25% discount will be applied to all legal fee invoices irrespective of whether the Attorney uses a billable hours, fixed rate or contingency billing model);
  
3. All mandates, matters, cases referred to an Attorney (hereinafter the “Mandate”) will be accompanied by the information collected by Assistenza intake personnel or Assistenza in-house attorneys (hereinafter the “Information”) and the Attorney shall consider representing the Client based on

such information. It is important to note that the Attorney is responsible for assessing the validity and accuracy of the Information.

4. All Mandates and Clients will be referred to the Attorney according to the following procedure:
  - a. Assistenza will submit the Information to the Attorney by e-mail and/or by phone;
  - b. The Attorney will confirm that they have the required legal expertise, resources and know-how to handle, deal with and provide the services required by the Mandate;
  - c. Upon confirmation, Assistenza will disclose the Client's personal information (i.e. full name, phone number and email) to the Attorney and the Attorney's information to the Client;
  - d. The Attorney shall then:
    - i. Confirm that an in-person consultation has been scheduled; and
    - ii. do the appropriate and necessary due diligence to ensure that there is no conflict of interest situation, and if there is, take all necessary steps to reduce, minimize and mitigate any potential damages.
5. Attorney will immediately notify Assistenza of any change of address, telephone number, e-mail address, any change in insurance carriers, in coverage amounts or failure to continue to carry insurance; any change in licensing or Bar standing; any legal actions filed against Attorney arising out of Attorney's law practice; any complaints filed or any disciplinary action of any nature made by any attorney disciplinary authority or court concerning the Attorney, including any criminal activity by Attorney's employees affecting Attorney's clients, including but not limited to embezzlement of client funds and conflicts of interest.
6. Attorney will update their profile submitted to Assistenza so that it accurately reflects the fields of expertise and legal matters, whether covered or not-covered, that the Attorney will accept.
7. Nothing in the present Agreement shall affect the right of the Attorney to decide to either accept or refuse to accept a Mandate to act on behalf of a potential Client.
8. Attorney will not withdraw from representation until they take reasonable steps to avoid any prejudice to the Client's rights.
9. Attorney agrees to provide Assistenza with a copy of the Attorney's standard mandate letter or retainer agreement.
10. Attorney agrees to cooperate with Assistenza by providing information on their normal hourly rate which is published to Clients and also agrees to notify Assistenza immediately should their normal rate change, whether the Attorney uses a billable hours, fixed rate or contingency billing model.
11. Attorney represents and warrants that the normal and reduced rate information disclosed by Attorney to Assistenza is accurate, and that any changes will be promptly communicated to Assistenza and will only be applied to new Clients.

12. Attorney agrees to defend and hold Assistenza harmless from any and all liability or alleged liability which may arise out of the acts or omissions of the Attorney in the performance of legal services to Clients.

13. Nothing in this Agreement will require an Attorney to reveal any confidential attorney-client privilege.

14. Attorney who may have questions, concerns, conflicts, issues, grievances and/or complaints in relation to the Referral Network or the Client may only contact Assistenza personnel, staff or in-house lawyers, to the exclusion of all others, by email at [legal.network@assitenza.ca](mailto:legal.network@assitenza.ca) or by phone at 1-866-374-2778.

15. Attorney is not permitted to solicit or contact Clients for any purpose outside of the scope of the Mandate.

16. Attorney will not advertise or refer to their membership in the Referral Network, other than with the express permission of Assistenza or in accordance to policies which are published.

17. Attorney is aware and hereby acknowledges the importance of the goodwill and good reputation of Assistenza in legal assistance and the legal communities in general. Attorney shall not undertake any action that may disparage or otherwise damage Assistenza's reputation, or may cause such result through inaction.

18. The Attorney shall perform all services as an independent contractor and nothing in this Agreement shall be interpreted as creating or implying a partnership, joint venture, employment contract or contract of mandate or any other contract capable of creating vicarious liability for either party. Neither party shall have the right to bind the other party to any obligations nor have any right to otherwise act on behalf of the other party.

19. The term of the present Agreement shall begin on the date the Attorney joins the Referral Network and shall automatically be renewed on March 31<sup>st</sup> of every year for a period of 12 months, unless either party advises the other of its intention to terminate the present Agreement by written notice sent at least 30 days prior to the expiry of the term.

20. Notwithstanding the foregoing paragraph the present Agreement may be terminated by either party in the event of a breach of any of the terms of the present Agreement by providing a written notice of the said intention to terminate.

21. The present Agreement constitutes the entire Agreement between the parties with respect to the matters stipulated herein and supersedes all prior agreements or dealings between the parties.

22. No specific waiver by either party of a breach of any term of this Agreement shall be deemed to be a waiver for any other breach of contract that may have occurred prior or subsequent to the said specific instance of waiver.

23. The invalidity of any clause of the present Agreement shall not affect the legal validity of all of the other clauses of the present Agreement.

24. The present Agreement shall be governed by the laws of the Province of Quebec, to the exclusion of every other jurisdiction.

25. The Attorney acknowledges, agrees and consents that information produced and disclosed may be made public or transmitted to third parties.

26. The parties have agreed to the drafting of the present Agreement, and any related document, in the English language. Les parties ont consenti à la rédaction de ce contrat et tout document y afférant, dans la langue anglaise.