

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, dated for reference \_\_\_\_\_ (hereinafter referred to as the "Agreement")

### **BETWEEN:**

Leanne Toews, MA, RCC, Q.Arb (on behalf of 1220670 B.C. LTD.)

107 - 645 Fort Street

Victoria, B.C.

V8W 1G2

T: +1.778.349.4966

E: info@leannetoews.com

(Hereinafter referred to as "The Consultant")

### **AND:**

First Name:

Last Name:

Address:

Phone Number:

E-mail Address:

(Hereinafter referred to as "The Client(s)")

### **WHEREBY IT IS AGREED AS FOLLOWS:**

#### 1. APPOINTMENT & AUTHORITY

- A. Upon and subject to the terms of the Agreement, the Client(s) appoint the Consultant to conduct individual and/or family counselling and/or reunification services as it pertains to the Client(s)' needs and/or as they pertain to the

Client(s)' needs outlined in the provided estimate, signed and accepted by an authorized party(ies), and/or as instructed by any Order accepted by the Court(s).

- B. The purpose of the Agreement and services provided therein, in which all parties are aligned, is for the Consultant to provide, and the Client(s) to receive, counselling and/or family services.
- C. The Client(s) acknowledge(s) and agree(s) that the Consultant's services, scheduling, and professional resources must be reserved for Client(s) who intend to meaningfully participate in the services being rendered. Accordingly, the Client(s) agree(s) that services under the Agreement shall not be initiated or maintained for any improper, collateral, or non-therapeutic or impractical purpose, including, but not limited to: misuse of services; use of services for strategic or tactical legal positioning; engagements not genuinely intended to proceed; retention for purposes unrelated to the stated objectives of the Agreement; or engagements that impede, interfere with, or unduly restrict the Consultant's ability to allocate time, scheduling, and professional resources. The Consultant is not an advocate for any party. Personal appeals, hardship narratives, or attempts to elicit sympathy shall not be construed as relevant to the Consultant's role and shall not influence the Consultant's professional process, findings, or conclusions. Any such conduct shall constitute a breach of the Agreement and may result in termination with cause.
- D. The Client(s) authorize(s) the Consultant to act on behalf of the Client(s) specifically for the purposes of:
  - I. Referring to additional and/or complementary professional services as needed and using professional discretion.
  - II. Assisting the Client(s) as needed, using professional discretion, and as governed by the laws of the Province of British Columbia and applicable governing body(ies).
  - III. Reporting to any external individual, group, or party as may be ordered in a court of law or under/through any legal action and/or discovery process.
  - IV. Reporting to any external individual, group, or party to whom the Consultant may be duty bound to report to.
- E. The Client(s) agree(s) that they have not appointed the Consultant to represent them in legal matters, act as a liaison between the Client(s) and their legal counsel, or to provide any service that has not been described in the Agreement, unless otherwise agreed upon by the parties or deemed required by the Consultant in accordance with the purpose of the Agreement defined in Section 1(B).

- F. The Client(s) agree(s) to refrain from making complaints or reports about the Consultant to any professional organization or to publicly criticize the Consultant orally or in writing during the term of the Agreement, and to participate in the services provided under the Agreement in good faith and for their stated purpose. These shall include any consumer protection bureau or similar organization, posting complaints, comments or reports about the Consultant on social media of any kind, and posting complaints or reports about the Consultant to review websites, professional rating websites or any other digital or physical platform. The Client(s) shall not engage in conduct intended to harass, intimidate, manipulate, coerce, improperly influence outcomes, or interfere with the Consultant's professional independence, discretion, or obligations. Nothing in the Agreement shall be construed to restrict lawful reporting obligations or rights; however, the Client(s) agree that any frivolous, vexatious, bad-faith, or strategically motivated complaints, reports, or public statements concerning the Consultant shall constitute a material breach of the Agreement and grounds for immediate termination, with cause.
- G. The Client(s) acknowledge(s), understand(s), and agree(s) that any complaints or reports to any professional organization, or oral or written public criticism of the Consultant as defined in Section 1(F) would result in termination of the Agreement with cause, and all other terms afforded therein, and that in such an event the Consultant would be unable to perform services under the terms of the Agreement.
- H. The Consultant may be requested to perform other services for the Client(s), to be determined by the Client(s) in consultation with the Consultant, or as deemed required by the Consultant in accordance with the purpose of the Agreement defined in Section 1(B).
- I. The Client(s) acknowledge(s) and agree(s) that the "Client Engagement Framework & Expectations," as may be amended from time to time by the Consultant, forms an integral part of the Agreement. The Client(s) agree(s) to review, understand, and abide by all procedures, expectations, communication standards, behavioural requirements, and process guidelines contained therein. A breach of the Client Engagement Framework & Expectations shall constitute a breach of the Agreement and may result in termination with cause.
- J. The Client(s) agree(s) that at least one (1) Client must be represented by legal counsel, or have access to legal representation should they require it, or be jointly under the direction of a Parent Coordinator throughout the term of the Agreement. Should at any time the Client(s) cease to be represented by legal counsel, cease to have reasonable access to legal representation should they require it, or cease to be under the joint direction of a Parent Coordinator, all services under the Agreement will discontinue until such time as one (1) or both parties have legal representation or reasonable access to legal representation should they require it. Written notice of any change in legal representation or a Parent Coordinator on the part of either or both Client(s) must be delivered to the Consultant no later than five (5) business days after such change has taken place. Said notice can be provided by the Client(s) directly, or by their legal

counsel. If one (1) Client so chooses to represent themselves, they must file written notice with the Court(s), for which a copy of the filed notice must be provided to the Consultant.

- K. The Client(s) may sign the Agreement on behalf of, or representing, a child under the age of nineteen (19) or in a guardianship capacity for a person or persons that for a reason of mental illness, disability, or other reasonable circumstance is unable to enter in to the Agreement on their own free will or would be unable to understand the terms of the Agreement. If entered in to in such a capacity, the Client(s) hereby agree(s) to uphold the terms of the Agreement in the event that they are no longer engaged with the party(ies) they signed on behalf of.
- L. The Client(s) acknowledge(s) that under British Columbia's "mature minor" doctrine, a youth under the age of nineteen (19) may, depending on their level of maturity and understanding, provide informed consent to the clinical aspects of service delivery. This clinical consent does not confer contractual capacity or financial responsibility, which remains with the Client(s) signing the Agreement on their behalf.
- M. Both parties hereby agree that all communications and information related to the Client(s) during the course of and pursuant to the Agreement are protected from disclosure, except where otherwise determined in Section 1(C) of the Agreement. This clause is congruent with the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement together with the Client Engagement Framework & Expectations.
- N. The Consultant agrees to provide the Client(s) with a copy of a current criminal record check for the vulnerable sector and a copy of current Practice and/or Commercial General Liability insurance upon request.
- O. The Consultant reserves the right to utilize whichever technological and/or communication devices necessary to complete the work/service described and not have any technology restrictions imposed by the Client(s). The Client(s) agree(s) that while the technological and/or communication devices and/or services are encrypted, the use of these technological and/or communication devices and/or services is at their own risk.
- P. In order to protect information, the Consultant agrees to not utilize products or services with known or perceived privacy issues, and ensure that any notes, records, recordings or otherwise are securely stored and encrypted in reliable cloud-based infrastructure or on a local, secured and encrypted device in adherence to, and compliance with, all professional regulations and the Personal Information Protection Act (hereinafter referred to as "PIPA").
- Q. The Client(s) agree(s) to implement their own security safeguards, such as turning on encryption, setting privacy settings for their devices and/or browsers, using specific equipment, using technologies in a private place, password protecting their devices and/or equipment, etc. . . prior to using these technologies.

- R. The Client(s) acknowledge(s) and accept(s) that they are responsible for their own security, and that the Consultant cannot guarantee any level of privacy related to the use of technologies in direct service delivery, and the Consultant accepts no responsibility or liability for any interception or breach of privacy or data related to the use of technologies in direct service delivery. The Client(s) accept all risks associated with their own devices, networks, locations, and security practices, and agree that the Consultant shall not be liable for any interception, breach, or unauthorized access that occurs outside of the Consultant's direct control.
- S. The Consultant agrees to make every reasonable effort to regularly maintain, develop, and improve its precautionary, security, and health and safety policies, processes, and functions.
- T. The Client(s) agree to indemnify, defend, and hold harmless the Consultant from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to the Client(s)' breach of the Agreement, misuse of services, misrepresentation, interference with professional independence, or unauthorized use or disclosure of materials, except to the extent caused by the Consultant's proven gross negligence or willful misconduct.
- U. The Consultant reserves the right to schedule appointments accordingly in consultation with the Client(s), and appointments cancelled or re-scheduled more than two (2) times consecutively, or four (4) times total shall be deemed as cause to terminate the Agreement as described below, whereby the Client(s) agree(s) to forfeit any deposit paid to the Consultant. Cancellations or re-scheduled appointments within 24 hours will be billed in full at the estimated/quoted and agreed upon rate, or per the current Fee Schedule, which shall serve as an addendum to the Agreement. Other payment policies are described in the "Overall Services & Remuneration" Section of the Agreement, and in the current Fee Schedule.
- V. Clients whose work/service by the Consultant is covered in part or in full by an Employee & Family Assistance Program (EFAP) or benefit plan through their employer will be subject to the rules, regulations, policies and processes outlined by their specific plan provider. Should the rules, regulations, policies and processes outlined by their specific plan provider not contain any clause, statement, or policy included in the Agreement, the Agreement shall serve as the framework under which work/service will be provided. The rules, regulations, policies and processes outlined by the specific plan provider will not supersede the Agreement, but will remain complementary to it. Clients whose specific plan provider requires payment by the Client(s) where they are reimbursed upon payment must adhere to the payment policies that are described in the "Overall Services & Remuneration" Section of the Agreement. Customized invoicing or generating of receipts to meet the specific requirements of a plan provider may be provided by the Consultant and fees for same will be based on the Consultant's most recent Fee Schedule, which shall serve as an addendum to the Agreement, unless otherwise agreed to in writing by the parties.

- W. In the event the Consultant requires representation, legal or otherwise, to enforce or defend the Agreement or in the course of providing service(s) in relation to the Client(s) and/or their legal counsel or representative(s), the Consultant shall have the authority to retain such professionals and subject matter experts as they deem necessary, including legal counsel, without prior approval from the Client(s). The Client(s) hereby agree(s) and authorize(s) that they are liable for reasonable attorney's fees and reasonable professional and/or subject matter expert fees.
- X. The Consultant agrees to notify the Client(s) immediately, in writing, should they be unable to perform the services contemplated in the Agreement for reasons of illness, disability, or otherwise, for which notification to the Client(s) will not be unreasonably withheld.
- Y. The Consultant shall provide services to address concerns, issues, illnesses, disabilities, disorders or otherwise, identified by and/or presented by the Client(s) or formally diagnosed by a qualified professional, including, but not limited to, those listed in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (hereinafter referred to as "DSM-5-TR"), or its most recent version. Areas of specialization for the Consultant's services, or additional services, shall be determined by the Consultant from time to time.

## 2. OWNERSHIP & DISCLOSURE

- A. All reports, records, documents, analyses, findings, summaries, opinions, and other work product prepared by the Consultant during the term of the Agreement shall remain the property of the Consultant until all outstanding balances owing under the Agreement are paid in full, at which time ownership shall transfer to the Client(s), subject to the confidentiality and disclosure provisions of the Agreement, and more specifically with the exception of any reports, records, documents and/or other materials that contain personal or privileged information, and shall remain the property of the person to whom it pertains. This is further contemplated in Section 2(D) of the Agreement with further information related to confidential information and disclosure. Any use of the materials for unrelated or previously unauthorized purposes without prior written approval from the Client(s) is prohibited.
- B. Disclosure of the materials prepared by the Consultant during the term of the Agreement shall not occur without prior written approval from the Client(s), except where otherwise determined in Section 1(C) of the Agreement.
- C. The Consultant shall keep all Client(s) personal information, and that of the Client(s)' family, friends, colleagues, employers, etc. . . confidential during the course of and pursuant to the Agreement. Any use or disclosure of this information without prior written approval from the Client(s) is prohibited, except where otherwise determined in Section

- 1(C) of the Agreement. This clause is congruent with the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement together with the Client Engagement Framework & Expectations.
- D. All personal or privileged information will remain confidential and will not be disclosed without the prior written consent of the party to whom the information pertains. This includes information provided by a child under the age of nineteen (19) or a person under guardianship that for a reason of mental illness, disability, or other reasonable circumstance is unable to enter in to the Agreement on their own free will or would be unable to understand the terms of the Agreement, and the Agreement was signed on their behalf. This clause is congruent with the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement together with the Client Engagement Framework & Expectations.
  - E. Disclosure of any proceedings, investigations, court applications, court orders, and presentation of any subsequent or related materials, reports, documents or objects in physical or digital form that have any real, perceived, or potential impact upon service or reporting must be made to the Consultant as soon as possible after the event occurs. This could include RCMP involvement, Ministry of Children & Family Development investigation, bankruptcy or insolvency of a party, accident, injury, illness, or other event that may affect either party's ability to fulfill their obligations under the Agreement. The Consultant exclusively reserves the right to cease service until such time as a remedy satisfactory to the Consultant is made.
  - F. In the event of any inconsistency between the Agreement, the Non-Disclosure Agreement, and the Client Engagement Framework & Expectations, the terms of the Agreement shall govern unless expressly stated otherwise in writing and signed by the Consultant.
  - G. All confidentiality, non-disclosure, and privacy-related obligations shall survive the termination or expiration of the Agreement indefinitely.

### 3. COMMUNICATIONS & PROFESSIONAL CONDUCT

- A. The primary methods of communication under the Agreement shall be electronic mail (e-mail) and telephone.
- B. The Client(s) and the Consultant agree to, at all times, conduct themselves in a professional and courteous manner when communicating in person, by phone, e-mail, and in writing. Abusive language, threatening behaviour, manipulation, overt disrespect and/or impolite communication by the Client(s), or their respective legal counsel or representatives will not be tolerated, and will result in immediate termination of the Agreement, with cause, as defined in the Agreement.

- C. The Client(s) further acknowledge(s) that the Consultant's Client Engagement Framework & Expectations sets out the expected standards of communication, conduct, timeliness, preparation, and procedural behaviour required of all Client(s). A failure to adhere to these expectations may be deemed a breach of the Agreement and may result in termination with cause.
- D. The Consultant agrees to adhere to all professional policies and codes of conduct governed by their profession.
- E. The Client(s) agree(s) to provide the Consultant with any materials and information requested of them to conduct the activities under the Agreement, and to do so in a timely manner.
- F. Should the Client(s) not have access to the materials and information requested of them by the Consultant, the Client(s) agrees to direct a party whom has access to the materials and information to ensure the Consultant is provided with the materials and information they require to conduct the activities under the Agreement, and to do so in a timely manner.
- G. The Client(s) agree(s) to respond to communications from the Consultant, in any format, in a timely manner. For the purposes of the Agreement, responses shall be provided within two (2) business days.
- H. Where applicable, the Client(s) agree(s) to direct their respective legal counsel to work cooperatively with the Consultant when their assistance or direction is requested or deemed required by the Consultant.
- I. The Consultant will only communicate with the Client(s)' legal counsel when instruction is given by the Client(s) to do so, or where it is required to conduct the activities under the Agreement. Reporting and regular communication will be provided by the Consultant to the Client(s), unless otherwise reasonably instructed by the Client(s).
- J. Any attempt by the Client(s) or their respective legal counsel to influence the outcome of service or the Consultant's activities may result in immediate termination of the Agreement, with cause, as defined in the Agreement, and notification to the Court(s) and any applicable governing body(ies) for which such conduct is prohibited, at the sole discretion of the Consultant.
- K. The Consultant's role is neutral, independent, and non-advocacy-based. The Client(s) shall not attempt to influence, pressure, persuade, or interfere with the Consultant's professional judgment, independence, or process, including through emotional appeals, sympathy-based narratives, personal hardship framing, urgency framing, or repeated requests for preferential treatment. Such communications shall not be considered relevant to the Consultant's determinations and shall not affect the content, framing, or conclusions of any work product.

- L. The Client(s) and the Consultant agree(s) to, at all times, address any general communication to all parties, except where confidentiality or clinical direction indicates otherwise. These terms are provided in the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement together with the Client Engagement Framework & Expectations, and clinical practice standards are publicly available from each governing or regulatory body, respectively.
- M. The Client(s) agree(s) to, at all times, respect the hours of operation of the Consultant and make reasonable effort to book appointment times to discuss matters pertaining to services, and communicate any important information only by e-mail or written mail. Unless a pre-arranged appointment has been set between the Client(s) and the Consultant, such communication will only occur between the hours of 9:00am and 5:00pm PST Monday to Thursday (excluding Statutory Holidays). Text messaging (including the transmission of photos, videos, photos of documents, or any private information) will not be permitted under the terms of the Agreement except to confirm appointment/meeting times or communicate delays or immediate/emergency scheduling concerns pertaining to appointment/meeting times. Text messages will not be returned outside of business hours, and are not to be sent outside of business hours.
- N. The Consultant will only engage in communications pertaining to the service(s) provided, and will not respond to communications that do not directly affect said service(s), at the sole discretion of the Consultant.

#### 4. OVERALL SERVICES & REMUNERATION

- A. A baseline fee of \$190.00 CDN per hour will apply for all services and work undertaken as described herein, or a flat rate as may be agreed upon in the acceptance of an estimate that will serve to supersede this clause, except in cases where additional work is requested and/or required and will be billed in accordance with this clause and the current Fee Schedule, which shall serve as an addendum to the Agreement.
- B. Estimates may, from time to time, contain a contingency deposit to allow for overages in administration, or potential additional services requested or required, or are requested or required above and beyond the terms of the Agreement.
- C. The baseline fee of \$190.00 CDN per hour will apply for all services requested or required above and beyond the terms of the Agreement, as will all applicable fees in the current Fee Schedule, which shall serve as an addendum to the Agreement. Such services may be requested by the Client(s) and/or their legal counsel, ordered by the Court(s), or deemed necessary at the sole discretion of the Consultant. Prior to commencement of service above and beyond the terms of the Agreement at their sole discretion, the Consultant agrees to notify the Client(s) of same, and provide an estimate and scope of work, except under circumstances where time is of the essence and the Consultant must pro-

ceed without approval, the Consultant is ethically, legally, or otherwise bound or obligated to proceed, or it is deemed at the Consultant's sole discretion to be necessary to fulfill their obligations under the terms of the Agreement. The Client(s) agree(s) to have the expense noted on the estimate taken from their deposit, and, if funds are not available in the existing deposit, to top up the deposit to the amount noted prior to or following those services occurring. Such services may include review of documents pertinent to assessment or report preparation, consultation with external professionals or subject matter experts, court appearances and testimony, and any administration required that is not included in an estimate.

- D. For court appearances and testimony, personal service at the Consultant's office address of either Form F23 - Subpoena to a Witness or Form F43 - Notice to Cross-Examine for BC Supreme Court or the relevant form(s) for BC Provincial Court is required, and must make note of any documents or objects relating to the matter that the Client(s) and/or their legal counsel wish the Consultant to bring with them. Records that contain personal or privileged information will not be presented without the prior written consent of the party to whom the information pertains. Refer to the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement together with the Client Engagement Framework & Expectations, for terms relating to personal information and protection of privacy. A date and time of service of said Forms shall be scheduled in consultation between the Consultant and the Client(s) and/or their legal counsel, and must occur at least 28 days prior to the scheduled date for which the Consultant's appearance/testimony is requested. A copy of the Affidavit of Service shall be provided to the Consultant when service of the documents has occurred. The Client(s) hereby agree that they are prohibited from contacting any duly appointed sub-contractor contemplated in Section 4(H) of the Agreement for the purpose of court appearances and testimony, and that the Consultant shall appear in lieu of any sub-contractor as the sub-contractor's direct report and representative for all matters related to any ongoing, new, or historical legal proceedings.
- E. Payment of a deposit is required prior to or at the time of service of documents for any court appearance/testimony. A deposit invoice will be provided to the Client(s) for the time estimated to be required for the appearance/testimony, including any preparation time and administration. Any additional charges incurred for the appearance/testimony or unused balance will be presented in a final invoice. Upon receipt of the final invoice, the Consultant will either refund any unused balance, or the Client(s) will pay the outstanding balance in accordance with the terms of the invoice and the Agreement.
- F. Payment of a non-refundable deposit is required prior to the commencement of any services. The deposit is earned upon receipt and compensates the Consultant for administrative processing, intake review, professional preparation, file setup, capacity reservation, scheduling, and opportunity cost associated with accepting the matter. Any balance owing when the assessment(s)/report(s) is completed must be paid in full by the Client(s) before the assessment(s)/

report(s) will be released. Reporting or assessment work will require a separate estimate from the Consultant. Any additional charges incurred for the reporting or assessment work or unused balance will be presented in a final invoice. Upon receipt of the final invoice, the Consultant will either refund any unused balance, or the Client(s) will pay the outstanding balance in accordance with the terms of the invoice and the Agreement. The deposit is not a security deposit, retainer, or trust hold, and is not contingent on the completion of services, production of any report, or outcome of the matter. Except where expressly required by law, deposits are non-refundable. Where one or more Client requests cancellation of services for any reason, including following private settlement or resolution between the parties, regardless of the timing, the deposit shall remain non-refundable. The existence, modification, or withdrawal of a court order does not affect the non-refundable nature of the deposit, unless expressly directed by the Court. Where services involve multiple Clients, the Consultant does not adjudicate disputes between them. The deposit remains non-refundable regardless of internal cost-sharing arrangements or private settlements.

- G. Any agreement between Client(s) regarding the apportionment or sharing of fees, costs, or expenses is strictly an internal arrangement between those Client(s) and does not bind the Consultant. If cost sharing is applicable, it must be agreed upon in writing between the Client(s), or ordered by a Court, prior to work commencing. Any such agreement or Order(s) shall be provided to the Consultant and shall form an addendum to the Agreement for administrative purposes only. Notwithstanding any such agreement or Order(s), all Client(s) remain jointly and severally liable to the Consultant for all fees, disbursements, and expenses. The Consultant is not responsible for enforcing, interpreting, or adjudicating any cost-sharing arrangement between Client(s), and any dispute between Client(s) regarding payment does not suspend, delay, or extinguish any Client's obligation to pay amounts due to the Consultant in full, and on time. In the event of any dispute, delay, or refusal to pay, the Consultant may, at its sole discretion, seek full payment from any one or more Clients, without first pursuing, notifying, or exhausting remedies against any other Client, and without regard to any internal cost-sharing arrangement between the Clients. Where services involve multiple Clients, the Consultant does not adjudicate disputes between them. The deposit remains non-refundable regardless of internal cost-sharing arrangements or private settlements.
- H. All reports, records, opinions, summaries, findings, assessments, and other work product prepared by the Consultant shall remain unreleased and inaccessible to the Client(s) until all outstanding balances owing under the Agreement are paid in full, unless otherwise required by law or Court Order.
- I. Upon prior Client(s) written approval, transportation/accommodation fees incurred for travel related to the Client(s)' file will be covered by the Client(s). Mileage for necessary travel requested by the Client(s) and miscellaneous fees are outlined in the current Fee Schedule, which shall serve as an addendum to the Agreement. Travel time will be billed in

real time accordingly, per the current Fee Schedule, in all circumstances beyond the Consultant's control (i.e. airline delays/cancellations, traffic delays/detours, accidents, or otherwise).

- J. Upon prior Client(s) written approval, the Consultant may sub-contract duties from time-to-time. Except for circumstances that fall under the regular course of business, the Consultant must provide a profile of the selected sub-contractor, to which the Client(s) have the final right of approval for the continuance of any such sub-contracting relationship. All employees, agents, representatives, advisors under the direct management of the Consultant are bound by the same terms described in the Agreement, as well as the Non-Disclosure Agreement signed by the parties, which shall serve as an addendum to the Agreement together with the Client Engagement Framework & Expectations.
- K. Invoices shall be considered due upon receipt and/or prior to the commencement of the work described above. A compounding monthly charge of 2.00% interest (24.00% per annum) will be applied to any outstanding balance. This late charge is applicable to the unpaid balance thirty (30) days following the date of the original invoice.
- L. Should it be necessary to collect on outstanding charges, any interest, penalties, legal fees, collection agency fees, or other costs incurred by the Consultant in an attempt to collect on past-due accounts shall be added to the total amount owed by the Client(s).
- M. The Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts located in the City of Victoria, and agree that any dispute arising out of or in connection with the Agreement shall be commenced, heard, and determined exclusively in the City of Victoria. The Client(s) waive any objection based on forum non conveniens or similar doctrine. The governing law and jurisdiction provisions shall survive termination or expiration of the Agreement.
- N. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed or reformed to the minimum extent necessary to render it valid and enforceable, and the remainder of the Agreement shall remain in full force and effect, reflecting as closely as possible the original intent of the parties. Notwithstanding the foregoing, if any such invalid, illegal, or unenforceable provision materially frustrates the core commercial purpose of the Agreement, either party may elect to terminate the Agreement upon written notice. Termination in this event shall not relieve the Client(s) of their responsibility to remit payment for any outstanding balances on their account and shall not affect any rights, remedies, obligations, or liabilities that have accrued prior to the date of termination.
- O. Any other fees will be based on the Consultant's most recent Fee Schedule, which shall serve as an addendum to the Agreement, unless otherwise agreed to in writing by the parties.

- P. Methods of payment accepted by the Consultant include Visa, MasterCard, American Express, Discover, E-mail Money Transfer (eTransfer), trust and certified cheques, and cash. No personal cheques are accepted. Please note that payments by credit card will incur an additional 3.25% convenience fee.

## 5. GENERAL MATTERS

- A. In any event, the Consultant will use professional discretion, ensure fairness, and exercise their best judgment while conducting activities under the Agreement. The Client(s) agree(s) that given the nature of the scope of work, no assurance can be given as to the outcome of any services.
- B. As each matter carries its' own novelties and complexities, levels of magnitude or the degrees of skill required, cooperation of the parties, timeliness of responses and submissions of statements, documents and supporting materials, and myriad other factors including professional discretion, the Consultant does not provide firm completion dates or guaranteed timelines. Repeated requests, demands, or pressure for fixed timelines, particularly where based on personal hardship, emotional urgency, or strategic considerations, shall not alter the Consultant's process and may be deemed interference with professional independence. While rough timelines and progress updates will be provided, these should be considered fluid due to the number of potential scenarios that could arise.
- C. All rights and remedies of the Consultant under the Agreement are cumulative and not exclusive, and the exercise of any one remedy shall not preclude the exercise of any other remedy available at law or in equity.

## 6. TERMINATION

- A. The Client(s) and the Consultant reserve the right to terminate the Agreement at any time, without cause, by providing the other party two (2) week's written notice thereof.
- B. The Client(s) and the Consultant reserve the right to terminate the Agreement at any time, with cause, with no advance notice provided.
- C. For the purposes of the Agreement, "cause" shall be defined as: any single material breach of any of the terms of the Agreement or Client Engagement Framework & Expectations, misrepresenting the Client(s) or the Consultant, providing false information, harassment, manipulation, attempts to improperly influence service outcomes, or any other untoward or threatening behaviour. The Consultant reserves the right to immediately suspend or terminate services where the Client(s), their representatives, or their legal counsel engage in threatening, abusive, harassing, coercive, or

manipulative conduct, including conduct intended to pressure, retaliate against, or intimidate the Consultant. Repeated, excessive, or persistent communications, particularly those seeking to influence the pace, framing, content, or emotional lens of the Consultant's work, may be deemed interference with professional independence and may constitute a material breach of the Agreement. The Consultant reserves the right to document any conduct that may reasonably be interpreted as interference with professional independence, including repeated pressure, emotional appeals, or attempts to influence the process. Such documentation may be retained in the Consultant's records and relied upon where necessary for professional, legal, or regulatory purposes.

- D. Should the Consultant terminate the Agreement without cause, the Consultant agrees to refund the deposit in full, less any accrued balance to date.
- E. Should the Consultant terminate the Agreement with cause, the Client(s) agree(s) that the deposit shall be forfeited in full.
- F. Should the Client(s) terminate the Agreement without cause, the Client(s) agree(s) that the deposit shall be forfeited in full.
- G. Should the Client(s) terminate the Agreement with cause, the Consultant agrees to refund the deposit in full, less any accrued balance to date.
- H. Should the Client(s) breach the Agreement or the Client Engagement Framework & Expectations, this shall constitute termination with cause by the Consultant, at the sole discretion of the Consultant, and the deposit shall be forfeited in full.
- I. Termination of the Agreement does not release the parties of their obligations contained in the Non-Disclosure Agreement, which shall serve as an addendum to the Agreement together with the Client Engagement Framework & Expectations.
- J. The termination or expiration of the Agreement shall not release the parties from any obligations that, by their nature or by express provision, are intended to survive termination, including but not limited to obligations relating to payment, confidentiality, non-disclosure, ownership and conditional release of deliverables, dispute resolution, indemnities, and cost recovery. The provisions relating to professional independence, neutrality, non-interference, documentation of conduct, and boundary protections shall survive termination or expiration of the Agreement.
- K. Upon termination or expiration of the Agreement, neither the Consultant nor the Client(s) shall be liable to the other, except for liability that arose before the termination or expiration of the Agreement, or arising after the termination or expiration of the Agreement as may be contemplated in the Agreement.

- L. Upon termination or expiration of the Agreement for any reason, the Client(s) shall have no right of access to, possession of, or use of any reports, records, assessments, opinions, summaries, or other work product prepared by the Consultant unless and until all outstanding balances owing under the Agreement are paid in full, unless otherwise required by law or Court Order.
- M. The Agreement may not be assigned or otherwise transferred by either party in whole or in part without the prior written consent of the other party to the Agreement.
- N. The Agreement may only be amended or modified by a written instrument executed by both Consultant and the Client(s).

## 7. ENTIRE AGREEMENT

- A. The Agreement supersedes any and all agreements between the parties, whether oral or written, in relation to the matters referred to herein, with the exception of any addenda jointly signed by the parties including the Non-Disclosure Agreement and the Client Engagement Framework & Expectations.
- B. The Agreement constitutes the entire agreement of the parties in respect of the subject matter and its terms and conditions, with the exception of any addenda jointly signed by the parties including the Non-Disclosure Agreement and the Client Engagement Framework & Expectations, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall have any force or effect other than as expressly provided in the Agreement, or subsequent to the date hereof in writing signed by the party or parties to be bound thereby.

**THE AGREEMENT** shall commence on \_\_\_\_\_, and shall serve as a binding contract. The Consultant agrees to provide a copy of the Agreement, fully executed and countersigned, to the Client(s). The Consultant shall retain the original copy of the Agreement.

By way of their respective signatures below, the Consultant and the Client(s) acknowledge their complete understanding of, and agreement to, the aforementioned terms of the Agreement, and acknowledge the forthcoming receipt of a complete and countersigned copy for their records.

LEANNE TOEWS, MA, RCC, Q.Arb (on behalf of 1220670 B.C. LTD.)  
the "Consultant"

\_\_\_\_\_ Date: \_\_\_\_\_

Leanne Toews

the "Client(s)"

\_\_\_\_\_ Date: \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

This Agreement, dated for reference \_\_\_\_\_ (hereinafter referred to as the "Agreement")

### **BETWEEN:**

Leanne Toews, MA, RCC, Q.Arb (on behalf of 1220670 B.C. LTD.)

107 - 645 Fort Street

Victoria, B.C.

V8W 1G2

T: +1.778.349.4966

E: info@leannetoews.com

(Hereinafter referred to as "The Recipient")

### **AND:**

First Name:

Last Name:

Address:

Phone Number:

E-mail Address:

(Hereinafter referred to as "The Information Provider(s)")

### **WHEREBY IT IS AGREED AS FOLLOWS:**

#### 1. BACKGROUND

- A. The Information Provider and Recipient desire to enter into a Non-Disclosure Agreement with regards to: "services as they pertain to the Information Provider(s)' needs as outlined in a Professional Services Agreement signed and accepted by an authorized party(ies), to which the Agreement together with the Client Engagement Framework & Ex-

pectations shall serve as an Addendum, and/or as they pertain to the Information Provider(s)' needs outlined in a provided estimate, signed and accepted by an authorized party(ies), and/or as instructed by any Order accepted by the Court(s), and as may be instructed by any subsequent Order of the Court(s)" (the "Permitted Purpose").

- B. In connection with the Permitted Purpose, the Recipient may receive certain confidential information (the "Confidential Information").

## 2. CONFIDENTIAL INFORMATION

- A. All written and oral information and materials disclosed or provided by the Information Provider(s) to the Recipient under the Agreement is Confidential Information regardless of whether it was provided before or after the date of the Agreement, or how it was provided to the Recipient.
- B. "Confidential Information" means all data and information relating to the Information Provider(s), including, but not limited to, the following:
  - I. "Client Information" which includes names of Clients, including the Information Provider(s), their representatives, family, friends, colleagues, employers, etc. . . ; and,
  - II. Confidential Information will include any information that has been disclosed by a third party to the Information Provider(s) and is protected by a Non-Disclosure Agreement entered into between the third party and the Information Provider(s).
- C. Confidential Information will not include the following information:
  - I. Information that is generally known about, or regarding, the Information Provider(s);
  - II. Information that is now, or subsequently becomes, generally available to the public through no wrongful act of the Recipient;
  - III. Information that the Recipient rightfully had in their possession prior to receiving the Confidential Information from the Information Provider(s);
  - IV. Information that is independently understood by the Recipient without direct or indirect use of the Confidential Information; or,

- V. Information that the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

### 3. CONFIDENTIAL OBLIGATIONS

- A. Except as otherwise provided in the Agreement, the Recipient must keep the Confidential Information confidential.
- B. Except as otherwise provided in the Agreement, the Confidential Information will remain the exclusive property of the Information Provider(s) and will only be used by the Recipient for the Permitted Purpose. The Recipient will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Information Provider(s) or any of its representatives, family, friends, colleagues, employers, etc. . . except as authorized in Section 1(C) or elsewhere of the Professional Services Agreement to which this Non-Disclosure Agreement together with the Client Engagement Framework & Expectations is an addendum.
- C. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Recipient in the Agreement, and any obligations to provide notice under the Agreement, will survive the expiration or termination, as the case may be, of the Agreement, and those obligations will last indefinitely.
- D. The Recipient may disclose any of the Confidential Information as authorized in Section 1(C) or elsewhere of the Professional Services Agreement to which this Non-Disclosure Agreement together with the Client Engagement Framework & Expectations is an addendum. Section 2 of the Professional Services Agreement permits the disclosure of the Confidential Information in some cases, and shall supersede the Agreement where applicable.
- E. The Recipient agrees to retain all Confidential Information at their usual place of business, and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in the Agreement.
- F. Confidential Information may be transmitted or stored electronically, as contemplated in the Professional Services Agreement to which this Non-Disclosure Agreement together with the Client Engagement Framework & Expectations is an addendum.

#### 4. REMEDIES

- A. The Recipient agrees and acknowledges that the Confidential Information is of a confidential and potentially sensitive nature, and that any failure to maintain the confidentiality of the Confidential Information in breach of the Agreement may not be reasonably or adequately compensated for in money damages and could cause irreparable injury to the Information Provider(s). Accordingly, the Recipient agrees that the Information Provider(s) is entitled to, in addition to all other rights and remedies available to it by law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or indirectly committing or engaging in any act restricted by the Agreement in relation to the Confidential Information, except as authorized in Section 1(C) or elsewhere of the Professional Services Agreement to which this Non-Disclosure Agreement together with the Client Engagement Framework & Expectations is an addendum.

#### 5. RETURN OF CONFIDENTIAL INFORMATION

- A. The Recipient will keep track of all Confidential Information provided to them, and the location of such information. The Information Provider(s) may, at any time, request the return of all physical Confidential Information from the Recipient. Upon the request of the Information Provider(s), or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or termination of the Agreement, the Recipient will:
  - VI. Return all Confidential Information to the Information Provider(s), and will not retain any copies of such information;
  - VII. Destroy, or have destroyed, all memoranda, notes, reports and other works based on, or derived from, the Recipients review of the Confidential Information; and/or,
  - VIII. Provide notice to the Information Provider(s) that such materials have been destroyed or returned, as the case may be.

#### 6. NOTICES

- A. In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will give to the Information Provider(s) prompt written notice of such request so the Information Provider(s) may seek an appropriate remedy or, alternatively, to waive the Recipients' compliance

with the provisions of the Agreement in regards to the request, or, where appropriate, to report to any external individual, group, or party as may be ordered in a court of law or under/through any legal action and/or discovery process.

- B. If the Recipient loses or fails to maintain the confidentiality of any of the Confidential Information in breach of the Agreement, the Recipient will immediately notify the Information Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
- C. Any notices or delivery required in the Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in regular post, postage pre-paid, to the parties at the addresses (electronic or otherwise) contained in the Agreement, or as the parties may later designate in writing.
- D. The address for any notice to be delivered to the Information Provider(s) in the Agreement is as shown in the outset of the Agreement.

## 7. REPRESENTATIONS

- A. In providing the Confidential Information, the Information Provider(s) certify(ies) that the Confidential Information provided, to the best of their knowledge, meets the adequacy, sufficiency, completeness and correctness requirements of the Recipient.

## 8. TERMINATION, ASSIGNMENT & AMENDMENTS

- A. All parties reserve the right to terminate the Agreement at any time, with or without cause, by providing the other party two (2) week's written notice thereof. All parties reserve the right to terminate the Agreement at any time, with cause. Except as otherwise provided in the Agreement, all rights and obligations under the Agreement will terminate at the time.
- B. The termination or expiration of the Agreement shall not release the parties from their obligations under the Agreement afforded by common law or as otherwise contemplated in the Agreement, including those that exist in perpetuity, specifically related to confidentiality and disclosure.
- C. Termination of the Agreement shall not alter the deposit provisions contained in the Professional Services Agreement.
- D. The Agreement may not be assigned or otherwise transferred by either party in whole or in part without the prior written consent of the other party to the Agreement.

- E. The Agreement may only be amended or modified by a written instrument executed by both the Information Provider(s) and the Recipient.
- F. The Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts located in the City of Victoria, and agree that any dispute arising out of or in connection with the Agreement shall be commenced, heard, and determined exclusively in the City of Victoria. The Client(s) waive any objection based on forum non conveniens or similar doctrine. The governing law and jurisdiction provisions shall survive termination or expiration of the Agreement.
- G. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed or reformed to the minimum extent necessary to render it valid and enforceable, and the remainder of the Agreement shall remain in full force and effect, reflecting as closely as possible the original intent of the parties. Notwithstanding the foregoing, if any such invalid, illegal, or unenforceable provision materially frustrates the core commercial purpose of the Agreement, either party may elect to terminate the Agreement upon written notice. Termination in this event shall not relieve the Client(s) of their responsibility to remit payment for any outstanding balances on their account and shall not affect any rights, remedies, obligations, or liabilities that have accrued prior to the date of termination.

## 9. ENTIRE AGREEMENT

- A. The Agreement supersedes any and all agreements between the parties, whether oral or written, in relation to the matters referred to herein, with the exception of any addenda jointly signed by the parties including the Professional Services Agreement together with the Client Engagement Framework & Expectations.
- B. The Agreement constitutes the entire agreement of the parties in respect of the subject matter and its terms and conditions, with the exception of any addenda jointly signed by the parties including the Professional Services Agreement together with the Client Engagement Framework & Expectations, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall have any force or effect other than as expressly provided in the Agreement, or subsequent to the date hereof in writing signed by the party or parties to be bound thereby.

**THE AGREEMENT** shall commence on \_\_\_\_\_, and shall serve as a binding contract. The Recipient agrees to provide a copy of the Agreement, fully executed and countersigned, to the Information Provider(s). The Recipient shall retain the original copy of the Agreement.

By way of their respective signatures below, the Recipient and the Information Provider(s) acknowledge their complete understanding of, and agreement to, the aforementioned terms of the Agreement, and acknowledge the forthcoming receipt of a complete and countersigned copy for their records.

LEANNE TOEWS, MA, RCC, Q.Arb (on behalf of 1220670 B.C. LTD.)  
the "Recipient"

\_\_\_\_\_ Date: \_\_\_\_\_

Leanne Toews

the "Information Provider(s)"

\_\_\_\_\_ Date: \_\_\_\_\_