

# Welcome!

Allow me to introduce myself – my name is Michael Anderson; I am a lawyer licenced by the Law Society of Ontario. Everything in this letter is referred to as the “Lagom Engagement Letter”, and along with the Lagom Terms it will form the terms our relationship.

Thank you for engaging me as your lawyer; I'm honoured to help.

## 1. Description of Services

Based on how Lagom works, you are retaining me to draft an agreement for a creative service. By creative service, I mean things like graphic design, web design, media production, copywriting, photography, and similar services.

My area of focus is primarily commercial law and intellectual property law in Ontario, Canada. I will not take on tasks that I believe to be outside my area of competence. If I am asked to advise on legal issues that are not Canadian legal issues or outside of my expertise, I will refer you to outside and/or foreign counsel for advice on those matters.

The Lagom process requires you to provide me with general background information on your business, details about the deal you are striking, and industry-specific information. I will use that information when delivering my services, so please ensure all information you provide is accurate.

The scope of my representation includes assisting you only with respect to the Lagom product you purchased (unless we agree otherwise in writing). The scope does not include representing you on other issues, or representing other persons, corporations, or other entities.

If you need legal services in the future, I will likely ask you sign an attachment to this Lagom Engagement Letter, which will update things like the rate you will pay for the new service, what the new service includes, and more.

## 2. Fees

Subject to the following, I will charge no more than the flat fee (plus tax) you paid via the Lagom site.

To be clear, this means that the **following costs are included Lagom's flat fees**, at no additional charge:

- Cost of my time to take your 30 minute call;
- Cost of my time to draft your contract;
- Service fees required to process your payments;
- Any other fees incurred by Lagom to provide the service you paid for (unless you agree in writing to pay for costs for extra services that you request).

Any services not listed above will be subject to extra fees that we will mutually agree to before I do any extra work. Things that would require extra fees include:

- Revisions to the contract you are provided;
- Negotiations with the party that you are contracting with;
- Meetings or phone calls that exceed the 30 minutes provided above; and
- Emails with me.

## 3. Confidentiality

I will not disclose or misuse your confidential information. This commitment is subject to applicable law and to my professional and ethical obligations.

Where services are provided to you by me and a lawyer practicing in association with me (with your permission), your confidential information may be shared among us, provided that all lawyers are bound by the obligations of confidentiality set out herein.

Our communications will be subject to solicitor-client privilege, which protects communications between us that are made for the purpose of seeking legal advice. Certain business-related advice will not be covered by solicitor-client privilege, and we should discuss these exceptions, and best practices, to avoid any loss of privilege.

Upon the completion of my retainer, I will, at your request, return confidential information to you, have the information destroyed, or otherwise deal with it as you direct.

## **4. Electronic Communications**

To give you efficient and cost-effective services, I will use software to provide you with services. Unfortunately, any available technology is vulnerable to attack by viruses, monitoring by government agencies, and other destructive electronic programs. So, I cannot guarantee that all communications and documents will always be received by me, or that such communications and documents will always be virus free and I make no warranty with respect to any electronic communications between us. In addition, I make no warranty with respect to the security of any electronic communication between us (including even communication by telephone) and you consent to our exchange of unencrypted electronic communications, including confidential documents, and to my use of third party cloud server and electronic signature technology provided that I take steps to ensure that the technology used offers industry standard security.

## **5. Privacy**

In the course of acting for you, you may provide to me (and I may collect) personal information that is subject to applicable privacy laws. On your behalf, I will collect, use or disclose that personal information solely for the purposes set out in Lagom's Privacy Policy.

## **6. Conflicts**

With each new client, I conduct reviews to confirm that I (and any lawyer practicing in association with me) is free of any conflict of interest in representing you on this matter.

Please note that I do not normally consider myself to have a conflict because Lagom or Inter Alia Law has or had business relationship with another client who:

- is a competitor, customer, or supplier of yours (or is asserting legal positions or arguments that may be inconsistent with those you align with); or
- is adverse in interest in another matter to an entity that you have a relationship with (through ownership, contract, or otherwise).

Unless you have asked me to perform a search against particular entities, my conflict search will not identify any issues arising from my representation of them.

## **7. Termination**

You may terminate this engagement for any reason by giving me written notice to that effect. Subject to my professional and ethical obligations, I may terminate my legal representation of you prior to the completion of this engagement for any reason including as a result of conflicts of interest that arise. Unless my engagement has been previously terminated, my representation of you will cease once I provide all services you have requested. I do not track expiry dates on contracts I work on for you unless

you have specifically asked me to do so and I have agreed in writing. If you have any concerns about what I retain in my records or dispose of, please alert me to your concern.

## **8. Governing Law**

My engagement is governed by the laws of the province of Ontario and the federal laws of Canada applicable therein.

If I have accurately captured our arrangement as discussed, please agree to these terms via the Lagom website before you pay for any of my services (remember, you can download this letter anytime by clicking [here](#)). Thank you and I look forward to working with you.

Signed,

Michael Anderson