

**CONTINGENCY FEE RETAINER AGREEMENT**

CLIENT (herein "you" or "your") agrees that the account(s) submitted to Kenneth Wolfson, LL.B. ("we", "us" or "our") are subject to the following terms and conditions.

1. We will handle your debt collection matters on a contingent fee basis. Collection matters do not include defense of counter-claims (Defendant’s Claim), separate legal actions, prosecution of defended claims or appeals;
2. We have discussed with you options for retaining our services other than on a contingency fee basis, including by way of an hourly-rate retainer. Further we have advised you that hourly rates may vary among solicitors and that you had the option of comparing rates;
3. You understand that all usual protections and controls on retainers between solicitor and client, as defined by the Law Society of Upper Canada and the common law, apply to the contingency fee agreement.
4. You authorize us to endorse and deposit cheques written to you into our Trust Account and to withdraw our fees from these trust funds. At our discretion, we may use any funds collected to offset any fees, costs and suit fees due to us on any account.
5. You authorize us as your agent to forward matters to other law firms and to engage clerks, paralegals and associates.
6. You authorize us to list debts with credit agencies and to settle claims at the rate of 75%
7. Collection matters that we accept on a contingent fee basis will be billed as follows:
  - a. Thirty-three (33%) percent of all consideration or amounts, exclusive of costs or disbursements, collected;
  - b. If proof of payment to you or extinguishment of debt prior to assignment is substantiated – our fee is 16.5%;
  - c. If merchandise is returned to you – our fee is ten (10%) percent of the invoiced value of the merchandise;
  - d. If you close any file within 180 days – our fee is 16.5%. (eg: \$100 @ 16.5% = \$16.50)
8. You agree to pay us disbursements
  - a. in matters or portions of matters that are not contingent collection matters;
  - b. for costs incurred including locating absconding debtors (skip tracing) and assets.
9. We may, in our sole discretion, advance costs and disbursements, which you agree to immediately pay.
10. You will forward all payments or other consideration received from debtors for deposit into our Trust Account. If such payments are not forwarded you agree to immediately pay us the collection fee due on the payment.
11. You agree that no account will be withdrawn within 180 days of assignment and you will give us 30 days written notice of withdrawal.
12. All matters referred to us for collection are lawful debts owed to you. Our fee is payable on any matters which are not lawful debts owed to you.
13. Funds received to your credit will be held until cleared. All communication with the debtor shall be through us. We are solely authorized to act on your behalf to collect the debt.
14. Enforcement of this agreement shall be in the Toronto Court. The Law Society of Upper Canada provides that you may apply to a judge, within 6 months, to determine whether our fee is fair and reasonable. If it is found that our contingency fee is not fair and reasonable, you agree that our prevailing hourly rates shall apply.
15. You retain the right to make all critical decisions regarding the conduct of the matter.
16. This agreement shall become effective only after we have signed it.

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

Company: \_\_\_\_\_

Tel: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_

Email: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Kenneth Wolfson LL.B.

Pursuant to the Electronic Commerce Act

**SIGN AND FAX TO 416.730.0599**

**Kenneth Wolfson, LL.B.** 2345 Yonge St. Ste: 300 Toronto, ON M4P 2E5

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