LIMITED SCOPE RETAINER – ENGAGEMENT

THIS ENGAGEMENT BETWEEN: **DO IT DIGITAL LAW LLP** (operating as CorpDiem**,**) (hereafter referred as the "**Firm**") and **CLIENT** (hereafter referred to as the "**Client**" or "**You**")

1 PREAMBLE

1.1 The Firm is a law firm duly registered, licensed, and insured to practice law in the provinces of Alberta, Canada, and to provide legal services related to federal incorporation and incorporation for other provinces and territories of Canada.

1.2 The Client wishes to engage the Firm to provide limited legal services related to corporate law matters as specified in this Agreement.

1.3 This Limited Scope Retainer Agreement ("**Agreement**") sets out the terms and conditions under which the Firm will provide legal services to the Client.

2 NATURE OF RELATIONSHIP

2.1 The Client is retaining the Firm to provide legal services limited to the specific matters described in Section 3 of this Agreement.

2.2 The Client acknowledges that this is a limited scope retainer and that the Firm is not being retained to provide comprehensive legal services or to represent the Client in any matter beyond what is specifically described in this Agreement.

3 SCOPE OF SERVICES

3.1 The Firm will provide the following legal services selected by the Client (as indicated by selection in the CorpDiem Online Platform -the "**CorpDiem Platform**"), which shall include one of the following:

Alberta Provincial Incorporation Services

- Name search and reservation with Nuans©
- Preparation and filing of Articles of Incorporation
- Preparation of organizational resolutions
- Preparation of by-laws
- Issuance of initial shares
- Preparation of a digital minute book
- Filing of required notices with Alberta Corporate Registry

3.2 The Client acknowledges that any services not expressly listed above are excluded from this Agreement and are not part of the Firm's responsibilities under this retainer.

4 CLIENT RESPONSIBILITIES

4.1 The Client agrees to:

a) Provide accurate and complete information through the CorpDiem Platform required for the performance of the legal services;

b) Promptly review and electronically sign all documents prepared by the Firm;

c) Pay all government filing fees and disbursements associated with the incorporation process;

d) Respond promptly to requests for information or clarification from the Firm;

e) Inform the Firm of any changes in circumstances that may affect the legal services being provided; and

f) Review all information and documents provided by the Firm through the CorpDiem Platform.

5 FEES AND PAYMENT

5.1 The Client agrees to pay the Firm the fees indicated on the CorpDiem Platform for the selected services.

5.2 All fees must be paid in advance through the CorpDiem platform by credit card or other authorized payment method before the Firm will commence work.

5.3 The fees do not include government filing fees, registry fees, or other disbursements, which will be charged separately and clearly identified during the service selection process.

5.4 The Client acknowledges that the fees paid are for the limited scope services described in Section 3 only, and any additional services requested will be subject to a separate agreement and additional fees.

6 COMMUNICATIONS

6.1 The Client agrees that all communications between the Firm and the Client will primarily occur through the CorpDiem platform.

6.2 The Client consents to receive communications and documents electronically through the email address provided during registration and through the Client's account on the CorpDiem platform.

6.3 The Client is responsible for maintaining current contact information in their CorpDiem account.

7 CONFIDENTIALITY AND PRIVACY

7.1 The Firm will maintain client confidentiality in accordance with applicable law society rules and regulations.

7.2 The Client acknowledges that the Firm may use secure cloud-based services and proprietary software developed by Ingenio Solutions Ltd. for document preparation and storage.

7.3 The Client consents to the Firm collecting, using, and storing the Client's personal information as necessary to provide the legal services and as outlined in the Privacy Policy available on the CorpDiem platform.

8 CONFLICT

8.1 Conflict of interest may arise from the Firm's responsibilities to another client, a former client, or a third person, or from the Firm's own interests. Under its professional obligations, the Firm will not provide services without first taking steps to determine if there is a conflict. If the Firm has actual knowledge of a conflict of interest, the Firm will not provide or cease provide to services.

9 TERMINATION

9.1 Either party may terminate this Agreement at any time by providing written notice to the other party.

9.2 If the Client terminates the Agreement after the Firm has commenced work but before completion of the services, the Client may be entitled to a partial refund of fees paid, less reasonable costs for work already performed, at the sole discretion of the Firm.

9.3 The Firm may terminate this Agreement if:

a) The Client fails to provide necessary information or cooperation required to perform the services;

b) The Firm determines that continuing to act would be unethical or impractical;

c) The Client has misrepresented or failed to disclose material facts; or

d) For any other reason permitted by applicable law society rules.

9.4 Upon termination, the Firm will take reasonable steps to avoid foreseeable prejudice to the Client's rights.

10 DOCUMENT RETENTION AND ACCESS

10.1 All documents prepared as part of the services will be available to the Client through their account on the CorpDiem platform for a period of one (1) year following completion of the services.

10.2 The Client is responsible for downloading and saving any documents they wish to retain beyond this period.

10.3 The Firm will retain records in accordance with applicable law society requirements.

11 LIMITATION OF LIABILITY

11.1 The Client acknowledges that the Firm's liability is limited to the scope of services outlined in this Agreement.

11.2 The Firm's total liability to the Client for any claim arising out of the services provided under this Agreement shall not exceed the amount of professional fees paid by the Client for the specific services giving rise to the claim.

11.3 The Firm shall not be liable for:

a) Any business decisions made by the Client based on the incorporation services provided;

b) Any tax or regulatory consequences arising from the incorporation;

c) Any matters outside the scope of services defined in Section 3; or

d) Any losses resulting from the Client's failure to provide accurate or complete information.

12 EXCLUDED SERVICES

12.1 The Client acknowledges that the following services are NOT included in this Agreement:

a) Tax planning or tax advice of any kind;

b) Business advice or strategic planning;

c) Drafting or review of shareholder agreements;

d) Employment or intellectual property matters;

e) Securities law compliance;

f) Ongoing corporate maintenance beyond the initial incorporation (unless selected explicitly as an additional service);

g) Representation in any disputes or litigation; or

h) Any other matter not explicitly included in Section 3.

12.2 The Client acknowledges that they may need to seek separate legal advice regarding matters not covered by this Agreement.

13 NO GUARANTEE OF OUTCOME

13.1 The Client acknowledges that the Firm cannot guarantee approval of corporate name reservations or the acceptance of incorporation filings by government registries.

13.2 If the registry rejects a corporate name, the Client may need to select an alternative name, which may require additional filings and government fees.

14 GOVERNING LAW

14.1 This Agreement shall be governed by and construed in accordance with the laws of the province where the incorporation services are being provided (Alberta or British Columbia) or federal law for federal incorporations.

14.2 Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of the applicable province.

15 ENTIRE AGREEMENT

15.1 This Agreement, together with the Terms of Service and Privacy Policy available on the CorpDiem platform, constitutes the entire agreement between the parties with respect to the legal services to be provided.

15.2 Any amendments to this Agreement must be in writing and agreed to by both parties.

16 ACKNOWLEDGMENT

16.1 By clicking "I Accept" on the CorpDiem platform, the Client acknowledges that they have read, understood, and agree to the terms and conditions of this Limited Scope Retainer Agreement.

16.2 The Client confirms that they have had the opportunity to ask questions about this Agreement and have either received satisfactory answers or chosen to proceed without asking questions.

16.3 The Client acknowledges that they have been advised of their right to seek independent legal advice before entering into this Agreement.

17 ACCEPTANCE

By clicking "I Accept" on the CorpDiem platform:

-I acknowledge that I am engaging the firm and its professionals for services having a limited scope.

- I have been informed about the nature, extent and scope of the services to be provided.

- I have read, understood, and agree to the terms and conditions of this Limited Scope Engagement.

Do It Digital Law LLP
(operating as CorpDiem)

LIMITED SCOPE RETAINER: WHAT YOU NEED TO KNOW

A **Limited Scope Retainer** is a legal service arrangement where I provide specific, defined legal services rather than full representation for your entire legal matter.

What This Means

Instead of hiring me to handle every aspect of your case from start to finish, you engage us to assist with particular tasks or stages of your legal issue. This allows you to:

- Get professional legal help where you need it most
- Maintain control over other aspects of your case
- Manage legal costs more effectively

Common Examples

Limited scope services might include:

- Reviewing and drafting specific documents
- Providing legal advice on particular issues
- Representing you at a single court appearance
- Conducting legal research on specific questions
- Preparing you for self-representation in certain proceedings

Your Responsibilities

With a limited scope retainer, you remain responsible for all aspects of your legal matter that fall outside our agreed services. This may include filing deadlines, court appearances, and other legal requirements not covered by our retainer.

Clear Boundaries

Before we begin, I will clearly explain exactly which services I will provide and which remain your responsibility. This agreement will be confirmed in writing to ensure we both understand the scope and limitations of my representation.

Important Note

A limited scope retainer does not create a lawyer-client relationship for matters outside the specifically agreed services. You should consider whether you need additional legal assistance for other aspects of your case.

This summary is for informational purposes only and does not constitute legal advice.