

Litigation Assistance Program

Application to Participate in the Litigation Assistance Program

In order to participate in the Litigation Assistance Program (**LAP**), you must provide your personal information in the space provided, and accept and agree to the terms and conditions set out below.

Once you have completed the application form and have read and signed the terms and conditions, please email the completed form to LAP@capitalmarketstribunal.ca.

APPLICATION FORM

| | |
|-----------------|--|
| NAME: | |
| ADDRESS: | |
| | |
| TEL: | |
| MOBILE: | |
| EMAIL: | |

Are you aware of other legal proceedings or adverse parties relating to this proceeding? If so, please provide details: _____

Please provide the name and contact details of any lawyer who has assisted you in this proceeding:

TERMS AND CONDITIONS

Availability of Lawyer on Volunteer Roster:

1. Once you have submitted this application form to LAP@capitalmarketstribunal.ca, your request for assistance will be brought to the attention of a list of volunteer lawyers (the **Volunteer Roster**). If a volunteer lawyer is able to assist you, that lawyer will contact you within 10 days of being provided with your completed application form. If there is no volunteer lawyer who is available and able to assist you, you will be notified within 10 days and will have to represent yourself or retain a representative on your own.
2. Completing and submitting this application form does not guarantee that a volunteer lawyer will be able to assist you. The Capital Markets Tribunal (**Tribunal**) is not obliged to provide you with a lawyer. The LAP is also not obliged to provide you with a volunteer lawyer, and no volunteer lawyer is obliged to assist you. If there is no volunteer lawyer available for you, you will be required to continue with your proceeding before the Tribunal either without representation, or with a representative that you retain and fund yourself.

Client:

3. For the limited purposes set out in the section entitled “Scope of Services”, below, you are the client of the volunteer lawyer assigned to you (**Volunteer Lawyer**).

The Volunteer Lawyer will only provide assistance to you, and is not representing or taking on any obligations to any related individuals or entities involved in the proceeding in which he or she is assisting you.

Scope of Services:

4. For the proceeding in which you are receiving assistance under the LAP, the Volunteer Lawyer will provide you with assistance **only** with respect to one or more of the following stages of your proceeding:
 - (a) a preliminary attendance;
 - (b) a confidential conference;
 - (c) a confidential settlement conference and/or public settlement hearing (if any);
 - (d) a sanction and costs hearing (if any);
 - (e) on an exceptional basis, motions; and/or
 - (f) a combination of any of the above five items, as agreed between you and the Volunteer Lawyer (collectively, the **Legal Services**). Any such agreement is subject to these Terms and Conditions.

The Volunteer Lawyer **will not** provide you with assistance, legal advice or representation with respect to any other part of your proceeding before the Tribunal, including the hearing on the merits.

If you ask the Volunteer Lawyer for legal advice on a part of your proceeding which the Volunteer Lawyer determines falls outside the Legal Services, the Volunteer Lawyer will decline to provide you with the advice requested. The decision as to whether your request falls within or outside the Legal Services is to be made by the Volunteer Lawyer, in his or her sole discretion.

Instructions:

5. The Volunteer Lawyer will accept instructions regarding the Legal Services only from you. The Volunteer Lawyer shall not accept instructions from anyone other than you unless you provide written authorization directing the Volunteer Lawyer to do so.

Fees and Expenses:

6. The Legal Services provided by the Volunteer Lawyer are provided to you free of charge. Any disbursements (for example, photocopy charges or charges relating to document management) will be paid for by you.

Termination:

7. ***Termination prior to completion.*** The obligation of the Volunteer Lawyer to provide you with the Legal Services can be terminated at any time and for any reason by written notice by you or by the Volunteer Lawyer (in the case of the Volunteer Lawyer, subject to his or her professional and ethical obligations).
8. ***Termination on completion.*** Unless the relationship between you and the Volunteer Lawyer has been previously terminated (as set out above), the Volunteer Lawyer's obligation to provide you with the Legal Services ends automatically when the Legal Services are concluded, without exception.
9. ***No Further Volunteer Lawyer.*** If you terminate your relationship with the Volunteer Lawyer assigned to your proceeding prior to the conclusion of your proceeding for any reason, you will not be assigned a new Volunteer Lawyer.

Confidentiality:

10. ***Protection of your confidential information.*** The Volunteer Lawyer will at all times preserve the confidentiality of information you disclose to him or her, subject only to any exceptions contained in this section, applicable law and the Volunteer Lawyer's professional and ethical obligations.
11. ***Authority of Previous Lawyers to Provide Information to Volunteer Lawyer.*** Unless you indicate otherwise in writing to registrar@capitalmarketstribunal.ca, any lawyer who has assisted you in past on the proceeding for which you are applying for assistance

under the LAP is authorized to provide any documentation or information about the proceeding in that lawyer's possession to the Volunteer Lawyer.

12. The Volunteer Lawyer shall be permitted, from time to time and as the need may arise, in the Volunteer Lawyer's sole discretion, to consult with a mentor assigned to the Volunteer Lawyer by the LAP or a member of his or her law firm. In such cases, the Volunteer Lawyer's mentor and/or firm will preserve the confidentiality of any information provided by the Volunteer Lawyer, subject only to any exceptions contained in this section, applicable law and the mentor/firm's professional and ethical obligations.
13. Upon the termination of your relationship with the Volunteer Lawyer, and solely for the purpose of evaluating the LAP, the Volunteer Lawyer will be authorized and entitled to disclose the following information to anyone who will use it for that sole purpose: a general summary of the work performed for you, the hours spent on your case, and the results of the case. This information will be provided on a "no names" basis, without specifically identifying you, and for no other purpose, unless your consent is obtained separately.
14. Upon the termination of your relationship with the Volunteer Lawyer, you will be required to complete an evaluation form in order to provide feedback to the LAP about your experience with the Legal Services you were provided. This form will be provided to you by the Volunteer Lawyer. The information will be provided on a "no names" basis, without specifically identifying you.

Conflicts:

15. Prior to being assigned to you, your Volunteer Lawyer will already have determined whether there exist any legal or other conflicts of interest as between you, the Volunteer Lawyer, the law firm employing the Volunteer Lawyer, and other clients of that firm, and will have concluded that he or she is in a position to provide the Legal Services to you without any conflict of interest.

However, if information should come to light after the Volunteer Lawyer begins providing you with the Legal Services which creates a conflict of interest for the Volunteer Lawyer, this may affect his or her ability to continue to provide Legal Services to you, and may lead to a termination of your relationship with him or her. For this reason, it is important for you to carefully consider whether there are other legal proceedings or adverse parties related to your proceeding before the Tribunal, and to set out that information in the space provided above.

16. ***Adverse representations.*** Throughout the time when the Volunteer Lawyer is providing the Legal Services to you, professional and ethical rules do not permit him or her, without your informed consent:
 - (a) to act for another client in an unrelated proceeding that is directly adverse to your immediate legal interests; or

- (b) to act in an unrelated proceeding for the party that is directly adverse to your immediate legal interests (for example, the Ontario Securities Commission (**OSC**) or another party in your proceeding whose interests are adverse to you).
17. ***Conflict waiver.*** The Volunteer Lawyer assigned to you has only agreed to provide you with the Legal Services on the basis that you are consenting to both the Volunteer Lawyer and his or her law firm representing other clients in other proceedings, while the Volunteer Lawyer is representing you, even if:
- (a) the interests of the client in the other proceeding differ from or are directly adverse to your immediate interests (including in litigation against you); or
 - (b) the client in the other proceeding is adverse to you in this proceeding.

By signing this agreement, you are hereby consenting to these terms. However, this consent is subject to the following: (i) the other proceeding is not the same as or related to the proceeding for which the Volunteer Lawyer is providing you with the Legal Services; (ii) the Volunteer Lawyer protects your confidential information; and (iii) there is no substantial risk that the Volunteer Lawyer's provision of Legal Services to you would be materially and adversely affected by the other proceeding.

18. ***Acting adverse to you after the relationship has been terminated.*** When you are no longer the client of the Volunteer Lawyer, applicable professional and ethical rules permit him or her to represent another client in a proceeding that is directly adverse to your immediate interests provided that (i) the other proceeding is not the same as or related to the Legal Services provided to you, and (ii) the Volunteer Lawyer protects your confidential information.
19. ***Volunteer Lawyers Independent of the Tribunal and the OSC, including the OSC's Enforcement Branch.*** You understand and acknowledge that any Volunteer Lawyer assigned to assist you is independent of the OSC and Tribunal and by signing this Agreement you waive your right to appeal or challenge any decision made by the Tribunal in your proceeding on the basis that the Volunteer Lawyer has a conflict of interest because of a relationship with the OSC or the Tribunal.

Entire Agreement:

20. These terms and conditions constitute the entire agreement between you and the Volunteer Lawyer pertaining to your participation in the LAP, and supersede all prior agreements, negotiations, discussions and understandings, written or oral, between you and the Volunteer Lawyer or any other lawyer on the Volunteer Roster or person working under the auspices of the LAP. Except as specifically set forth in this Agreement, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement or on which reliance may be placed by you.

Limitation of Liability:

21. Under no circumstances shall the OSC (including, any of its employees, officers, directors, members and/or agents), The Advocates' Society or the members of the LAP's Steering Committee or Evaluation Committee (in their capacities as members of either of these committees) be liable or responsible to you for any act or omission in connection with the facilitation of Legal Services to you by anyone working under the auspices of the LAP or the provision of Legal Services to you by a Volunteer Lawyer.

Governing Law:

22. The relationship between you and the Volunteer Lawyer is governed by the laws of the Province of Ontario and federal laws of Canada. Any dispute between you and the Volunteer Lawyer will be dealt with exclusively in the courts of Ontario or before the Law Society of Ontario.

Please confirm your agreement to these terms by signing and returning this application form.

Agreed and Accepted by:

Name:

Signature:

Date:
