



## TRUE NORTH DISABILITY SERVICES LTD. CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (this "Agreement") is made as of [REDACTED] (the "Effective Date") between [REDACTED] (the "Client") and True North Disability Services Ltd. (the "Company").

[REDACTED] (Full Name Here)

- A. **WHEREAS** the Company assists its clients in recovering from the Canada Revenue Agency (the "CRA") certain disability-related tax credits and deductions (any or all of which are referred to as the "Benefits") that may be available to its clients under the *Income Tax Act* (Canada) and any applicable provincial taxing legislation (the "Services"); and
- B. **AND WHEREAS** the Client desires to engage the Company for the Services, and the Company desires to provide the Services to the Client, all on the terms and conditions set forth herein;

**NOW THEREFORE** this Agreement witnesses that, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Client and the Company (collectively, the "Parties")), the Parties covenant and agree with each other as follows:

1. **Engagement** – The Client hereby engages and appoints the Company as his or her sole and exclusive agent for the purposes of providing the Services to the Client commencing on the Effective Date. The Client acknowledges and agrees that he or she shall:
  - (a) cooperate fully and promptly with the Company and warrants that all information supplied to the Company for and relevant to the Company's performance of the Services is current, complete, true and accurate at all times;
  - (b) be responsible for the payment of any fees charged by a health professional in connection with the performance of the Services;
  - (c) not engage or appoint another representative to render services to the Client which are the same as or similar to the Services; and
  - (d) not make any application to the CRA for the Benefits in respect of all or part of the time period that was subject of the application prepared by the Company pursuant to this Agreement on his or her own behalf within twenty-four (24) months of the Effective Date without the prior written consent of the Company.
2. **Fees and Commissions** – The Client shall pay to the Company the following fees and commissions (plus GST) in connection with the Services:
  - (a) a commission fee equal to 20% of the gross amount of the Benefits recovered from the Canada Revenue Agency or any provincial agency as a result of or related to the Services (the "Commission Fee") within fifteen (15) days of the Client receiving any sum of money;
  - (b) For the avoidance of doubt, Section 1(b) and Section 2 set out all of the payment obligations of the Client to the Company and in no circumstances shall the Client be liable for any payments to the Company in connection with any other amounts received from the Canada Revenue Agency in the future.

(c) interest on any portion of the Commission Fee not paid when due in accordance with this Agreement at a rate equal to the lesser of: (i) two percent (2%) per month compounded monthly (equivalent to 26.86% per annum) or (ii) the maximum rate allowed under applicable law

3. **Client Acknowledgments** – The Client acknowledges and agrees that the Company can provide no assurance that it will be able to recover the Benefits for the Client. The Client acknowledges and agrees that the Services will be performed strictly on a commercially reasonable “best efforts” basis.
4. **Confidentiality** – Our privacy policy can be viewed at <http://www.tnds.ca/privacy>
5. **Indemnity** – The Client agrees to indemnify and hold the Company harmless from and against all penalties, fines, claims, losses, liabilities, costs, demands, actions, expenses or damages related in any way whatsoever to this Agreement or the Services, including, but not limited to, arising from a breach of this Agreement by the Client, arising from a false, misleading, incomplete or inaccurate information, representation or warranty made to the CRA or the Company by the Client or to any other person, or for the failure of the Company to obtain the Benefits for the Client for any reason whatsoever.
6. **Limitation of Liability** – The Client acknowledges and agrees that the total liability of the Company to the Client for any errors, omissions or negligent acts, whether they are in contract or in tort or in a breach of fiduciary duty or otherwise, related in any way whatsoever to this Agreement or the Services, shall be limited to the fees set forth in Section 2.
7. **Applicable Law and Attornment** – This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract. The Parties irrevocably submit to the jurisdiction of the courts of the Province of British Columbia and the courts of appeal therefrom.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the Effective Date and acknowledge receipt of an executed copy of this Agreement on the Effective Date.

**TRUE NORTH DISABILITY SERVICES LTD.**

**CLIENT**

True North Disability Services

\_\_\_\_\_  
Signature *(Please Sign Here)*

\_\_\_\_\_  
Printed Name *(Print Name Here)*

**WE GUARANTEE if you do not receive a refund we will not charge for our services!**

**TRUE NORTH DISABILITY SERVICES LTD.**  
Phone & Fax: 1-800-317-0627  
Email: [info@tnds.ca](mailto:info@tnds.ca)  
[www.tnds.ca](http://www.tnds.ca)