



Canadian Lawyers Liability Assurance Society

2023/2024 Renewal Application for
Excess Professional Liability Insurance

This application is made by the undersigned member (the "Firm") of the Canadian Lawyers Liability Assurance Society ("CLLAS") for issuance by CLLAS to the Firm of policies of professional liability insurance.

Note: *The policies applied for are "claims made" policies and only provide coverage for claims first made against the Insured during the policy period.*

Please answer **ALL** questions. Where space to answer is insufficient, attach a separate sheet.

1. Name of Firm (Named Insured): Fasken Martineau DuMoulin LLP
2. Address of principal office: 333 Bay St, Suite 2400, Bay Adelaide Centre
Box 20, Toronto, ON M5H 2T6
Phone: 416-366-8381 Fax: 416-364-7813
3. Address, phone, and fax numbers of other office(s):
Please refer to section "Question #3 - Offices"
4. Management or service companies, date(s) established, and services provided:
Please refer to section "Question #4 - Addendum"
5. Is the Firm a multi-disciplinary partnership ("MDP")? ☒ yes ☐ no
If "yes", provide date MDP was established and name the non-lawyer partners and their respective disciplines.
Please refer to section "Question #4 - Addendum" FMD Partners G.P. / FMD et Associés
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6. Since last year's CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm? If so, give full particulars (including the number of lawyers merged into the Firm in each such situation) unless previously provided.

The Firm's name has not changed.

7. Attached, as Appendix A, is a list of the Firm's predecessor firms resulting from mergers since July 1, 1987. Is the list complete?

☒ yes ☐ no

If "no", please provide update.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

8. Please complete Appendices B and C to provide the following details as of February 15th, 2023:

- a) Number of lawyers (including partners, employed lawyers, counsels/of counsels, and lawyer consultants).
- b) Number of patent & trademark agents (who are not lawyers).
- c) Number of other non-lawyer consultants.
- d) Number of paralegals.
- e) Number of other employees.
- f) If applicable, the number of lawyers who are not partners, employed lawyers, counsels/of counsels, or lawyer consultants of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm. Please identify such individuals and professional corporations as requested in Appendix B.

Note: A common professional corporation structure is one where the lawyer remains a partner of the firm but the firm contracts with a professional corporation to provide the services of the partner to the firm via the professional corporation. Those lawyers would be accounted for in a) above. Question f) is intended to address an alternative structure whereby the professional corporation itself is a partner of the firm and it contracts directly or via another professional corporation with a lawyer to provide professional services.



9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>		<u>Last Year</u>	
a) Corporate and Commercial Law	53.30	%	53.70	%
b) Criminal Law	0.00	%	0.00	%
c) Family Law	0.00	%	0.00	%
d) Intellectual Property	4.60	%	4.60	%
e) Labour Law	11.30	%	10.90	%
f) Litigation	18.30	%	19.00	%
g) Real Estate	5.90	%	5.90	%
h) Securities Law	0.00	%	0.00	%
i) Tax Matters	1.9	%	2.20	%
j) Wills, Estates, Trust	2.80	%	2.20	%
k) Other (please specify)	1.80	%	1.50	%

10. Have any of the lawyers, or non-lawyer consultants listed in Appendices B and C, or former lawyers, or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended, or disbarred from practice since last year's CLLAS application?

☐ yes ☒ no

If "yes", please provide full details:

11. Attached, as Appendix D, is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify and update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes, coverage for lawyers providing Professional Services from a U.S. office, as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached, as Appendix F, is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2022. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. **Notices on this application are not considered proper notice of a claim.**

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved in excess of \$500,000.



Note: All claims or notices require the following details: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim including damages sought, amount paid (legal & indemnity, and amount reserved (legal & indemnity).

14. Will the Firm purchase coverage under the CLLAS optional excess layer?

☒ yes ☐ no

If "yes", please indicate preferred limit option:

☐ \$10M xs \$160M ☐ \$20M xs \$160M
☐ \$30M xs \$160M ☐ \$40M xs \$160M
☐ \$50M xs \$160M ☒ \$60M xs \$160M

If the Firm currently purchases \$60M xs \$160M under the optional excess layer, will the Firm purchase coverage under the CLLAS second umbrella layer (\$30M xs \$250M)?

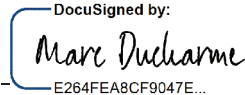
☒ Yes ☐ No

15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

16. Please complete Appendix H to provide underwriting information with respect to cyber liability.

17. Please attach, with Appendix I, a copy of the Firm's 2023 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

The undersigned hereby declares that the above statements and particulars, including those set forth in Appendices A through I, are true and that no material facts have been omitted, suppressed or misstated and that this application, which is deemed to include the information from any previous applications completed by the Firm for CLLAS, shall be the basis of each of the insurance contracts with CLLAS.

Signature: 
E264FEA8CF9047E...

(Must be signed by a Partner of the Firm)

Name of Signatory: **Marc Ducharme**

(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)

Date: **February 28, 2023**

Annex 1
Question 3 - Offices

Question #3 – Addresses and Branches

Principal Office of Fasken Martineau DuMoulin LLP, an Ontario partnership

Bay Adelaide Centre
333 Bay Street
Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Phone : (416)366-8381
Fax : (416)364-7813

Principal address of Ontario Region and Fasken Campbell Godfrey

Bay Adelaide Centre
333 Bay Street
Suite 2400
P.O. Box 20
Toronto, Ontario M5H 2T6
Phone : (416)366-8381
Fax : (416)364-7813

Principal address of Quebec Region and Martineau Walker

The Stock Exchange Tower
800 Victoria Square
Suite 3500
P.O. Box 242
Montréal, Québec H4Z 1E9
Phone : (514)397-7400
Fax : (514)397-7600

Principal address of British Columbia Region and Russell & DuMoulin

550 Burrard Street
Suite 2900
Vancouver, B.C. V6C 0A3
Phone : (604)631-3131
Fax : (604)631-3232

Other offices of the above firms :

Québec City :
365 Rue Abraham Martin
Suite 600
Québec City, Quebec G1K 8N1

Ottawa :
55 Metcalfe Street
Suite 1300
Ottawa, Ontario K1P 6L5

Calgary :
First Canadian Centre
350 7th Avenue S.W.
Suite 3400
Calgary, Alberta T2P 3N9

Surrey
Station Tower
13401 - 108 Avenue, Suite 1800
Surrey, B.C. V3T 5T3

London - office of Fasken Martineau DuMoulin LLP
100 Liverpool Street
London EC2M 2AT,
United Kingdom

Johannesburg :
Inanda Greens, Building 2
54 Wierda Road West
Sandton
Postal Address: P.O. Box 652057 Benmore 2010, South Africa

Annex 2
Question 4 - Addendum

FASKEN MARTINEAU DuMOULIN LLP

Addendum to Appendix D

Firms Included for the Purpose of Full Disclosure as at March 1, 2023 – See Comments Describing Relationship

Firms	Addresses	Comments On Relationships
<p>Fasken Martineau DuMoulin LLP</p> <p><i>www.fasken.com</i></p>	<p>Locations: - <i>Toronto, Montreal, Ottawa, Quebec City, Calgary, Vancouver, Surrey, London U.K. and Johannesburg S.A..</i></p>	<p>An Ontario limited liability partnership formed on February 1, 2000 by partners of Fasken Campbell Godfrey, Martineau Walker and Russell & DuMoulin. (Designated internally as the “National” firm)</p>
<p>Toronto – Phone (416) 366-8381 Fax (416) 364-7813</p>	<p>Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6</p>	
<p>Montreal – Phone (514) 397-7400 Fax (514) 397-7600</p>	<p>The Stock Exchange Tower 800 Victoria Square, Suite 3500 P.O. Box 242 Montreal, Quebec H4Z 1E9</p>	
<p>Quebec City – Phone (418) 640-2000 Fax (418) 647-2455</p>	<p>365 Rue Abraham, Suite 600 Québec, Quebec G1K 8N1</p>	
<p>Vancouver – Phone (604) 631-3131 Fax (604) 631-3232</p>	<p>550 Burrard Street, Suite 2900 Vancouver, B.C. V6C 0A3</p>	
<p>Surrey - Phone (604) 631-3131 Fax (604) 631-3232</p>	<p>Station Tower 13401 - 108 Avenue, Suite 1800 Surrey, B.C. V3T 5T3</p>	
<p>Calgary – Phone (403) 261-5350 Fax (403) 261-5351</p>	<p>First Canadian Centre 350 7th Avenue SW, Suite 3400 Calgary, Alberta T2P 3N9</p>	
<p>Ottawa – Phone (613) 236-3882 Fax (613) 230-6423</p>	<p>55 Metcalfe Street, Suite 1300 Ottawa, ON K1P 6L5</p>	
<p>London UK– Phone 011-44-20-7917-8500 Fax 011-44-20-7917-8555</p>	<p>100 Liverpool Street, 6th floor London EC2M 2AT United Kingdom</p>	

<p>Johannesburg SA – Phone + 27 (11) 586-6000 Fax + 27 (11) 586-6104(5)</p> <p>(A Paris office, formerly at 32 avenue de l'Opéra. 75002 Paris was closed on December 31, 2015.)</p> <p>(A Yellowknife office, formerly at Suite 702, Northwest Tower 5201 Franklin (50th) Avenue Yellowknife, NT X1A 3S9, was closed on November 1, 2004.)</p> <p>(A New York City office, formerly at 590 Madison Avenue 21st Floor New York, New York 10022, was closed on April 30, 2008.)</p> <p>Fasken Martineau DuMoulin International LLP (formerly Fasken Martineau DuMoulin LLP, which was designated internally as “International”)</p>	<p>Inanda Greens, Building 2 54 Wierda Road West Sandton</p> <p>(Postal address) : P.O. Box 652057 Benmore 2010 South Africa</p>	
<p>Fasken Martineau LLP (formerly Fasken Martineau Stringer Saul LLP)</p>	<p>Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6</p> <p>125 Old Broad Street, 15th floor London EC2N 1AR United Kingdom</p>	<p>An Ontario limited liability partnership. It has a partnership interest in Fasken Martineau LLP and owns Fasken Martineau DuMoulin (Pty) Ltd.. Its partners are the Canadian equity partners of Fasken Martineau DuMoulin LLP, equity members of Fasken Martineau LLP and certain lawyers of Fasken Martineau DuMoulin (Pty) Ltd. and Bell Dewar Inc.</p> <p>Fasken Martineau DuMoulin International LLP operated a London U.K. office from which it practiced Canadian law. On February 1, 2007 the name of Stringer Saul LLP, a limited liability partnership incorporated and registered in England and Wales, was changed to Fasken Martineau Stringer Saul LLP. Partners of Fasken Martineau DuMoulin International LLP</p>

		who were resident in the London UK office and two partners of Fasken Martineau DuMoulin LLP resident in Canada became members of Fasken Martineau Stringer Saul LLP and the equity members of Stringer Saul LLP became partners in Fasken Martineau DuMoulin LLP and Fasken Martineau DuMoulin International LLP. Subsequently, the name of Fasken Martineau Stringer Saul LLP was changed to Fasken Martineau LLP.
Johnson & Buchan LLP <i>(inactive)</i>	55 Metcalfe Street, Suite 1300 Ottawa, Ontario K1P 6L5	On April 1, 2007 the partners of Johnson & Buchan LLP became partners of Fasken Martineau DuMoulin LLP and of Fasken Martineau DuMoulin International LLP.
Fasken Martineau S.E.L.A.S. (formerly Gravel, Leclerc & Associés S.E.L.A.S.) <i>(inactive)</i>	32 avenue de l'Opéra 75002 Paris	Fasken Martineau S.E.L.A.S. is a corporation incorporated in France that is authorized to practice law. Formerly Gravel, Leclerc & Associés S.E.L.A.S., it carried on its practice under the name Fasken Martineau between September 1, 2009 and December 31, 2015, when it ceased operations.
Fasken Martineau DuMoulin LLP (formerly Fasken Martineau) <i>(dissolved)</i>	590 Madison Avenue 21 st Floor New York, New York 10022	Fasken Martineau DuMoulin LLP, a New York limited liability partnership (designated internally as the "U.S." firm) operated a New York City office from which it practiced Canadian law. The New York office was closed on April 30, 2008 and the U.S. firm has been dissolved.
Fasken Martineau DuMoulin (Pty) Ltd.	Inanda Greens, Building 2 54 Wierda Road West Sandton (Postal address) : P.O. Box 652057 Benmore 2010 South Africa	Fasken Martineau DuMoulin (Pty) Ltd., a South African limited liability company, established the Johannesburg office opened in November 2003 to practice Canadian and UK law.
LexEmpower Legal Consulting (Pty) Ltd. <i>(inactive/in liquidation)</i>		LexEmpower Legal Consulting (Pty) Ltd. was a South African limited company structured to qualify under the "Black Economic Empowerment" legislation and operate an office in Johannesburg to practice UK law. It is inactive.

			We no longer control of this entity and understand that it is in liquidation.
Fasken Campbell Godfrey <i>(inactive)</i>	Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6		The Ontario partnership that operated the Toronto office practice prior to the formation of Fasken Martineau DuMoulin LLP in 2000. After that time, its continuing practice was limited to client files that could not be transferred due to conflict issues.
Bell Dewar Inc.	Inanda Greens, Building 2 54 Wierda Road West Sandton Postal Address P O Box 652057 Benmore 2010 South Africa		As of February 1 st , 2013 the firm of Bell Dewar Inc. merged with Fasken Martineau DuMoulin (Pty) Ltd in South Africa and continued its practice under the name Fasken Martineau.
Martineau Walker <i>(inactive)</i>	The Stock Exchange Tower 800 Victoria Square, Suite 3700 P.O. Box 242 Montreal, Quebec H4Z 1E9 140, Grande Allée Est, Suite 800 Québec, Quebec G1R 5M8		The Quebec partnership that operated the Montreal and Quebec City offices practices prior to the formation of Fasken Martineau DuMoulin LLP in 2000. After that time, its continuing practice was limited to client files that could not be transferred due to conflict issues.
Russell & DuMoulin <i>(inactive)</i>	550 Burrard Street, Suite 2900 Vancouver, B.C. V6C 0A3		The B.C. partnership that operated the Vancouver office practice prior to the formation of Fasken Martineau DuMoulin LLP in 2000. After that time, its continuing practice was limited to client files that could not be transferred due to conflict issues.
Carters Professional Corporation www.carters.ca www.charitylaw.ca	Box 440 211 Broadway Orangeville, Ontario L9W 1K4		We have a formal but non-partnership affiliation with Carters Professional Corporation for the purposes of client referrals, business development and practice support. Terrance S. Carter is a counsel to Fasken Martineau DuMoulin LLP.

Hacker Gignac Rice (Relationship terminated December 31, 2006)	518 Yonge Street Midland, Ontario L2R 2C5	We had a formal but non-partnership affiliation with Hacker Gignac Rice for the purposes of client referrals, business development and practice support. This affiliation was terminated on December 31, 2006.
Sims Clement Eastman <i>(relationship terminated April 1, 2001)</i>	700-22 Frederick Street P.O. Box 578, Station C Kitchener, Ontario N2G 4A2	We had a formal but non-partnership affiliation with this firm for the purposes of client referrals, business development and practice support that terminated in 2001.
Cohen Highley Vogel & Dawson <i>(relationship terminated December 1, 2000)</i>	1 London Place 11 th Floor 255 Queen's Avenue London, Ontario N6A 5R8	We had a formal but non-partnership affiliation with this firm for the purposes of client referrals, business development and practice support that terminated in 2000.
Lockington, Lawless, Fitzpatrick <i>(relationship terminated December 31, 2006)</i>	332 Aylmer Street, North P.O. Box 1146, Station Main Peterborough, Ontario K9J 7H4	We had a formal but non-partnership affiliation with this firm for the purposes of client referrals, business development and practice support that terminated in 2006.
Goudreau Gage Dubuc (formerly Goudreau Gage Dubuc & Martineau Walker) <i>(association terminated January 1, 2007)</i>	The Stock Exchange Tower 800 Victoria Square, Suite 3700 P.O. Box 242 Montreal, Quebec H4Z 1E9	A Montreal patent and trademark firm, whose members include lawyers, that operated from the premises of Martineau Walker (subsequently Fasken Martineau DuMoulin LLP) under a formal non-partnership association that terminated in 2007.
Berardino & Harris	Suite 14 1075 West Georgia Street Vancouver, British Columbia V6E 3C9	Berardino & Harris (B&H) was a partnership of some former partners of Russell & DuMoulin. B&H handled certain matters previously handled by Russell & DuMoulin. In some instances B&H became the solicitors of record on existing matters, while on others Fasken Martineau DuMoulin LLP became the solicitors of record with B&H acting as counsel. B&H was a fully independent firm.
Perkins Coie LLP <i>www.perkinscoie.com</i>	1201 Third Avenue 49 th Floor Seattle, Washington	Russell & DuMoulin and Perkins Coie for several years maintained an informal strategic alliance solely for the purpose of a non-exclusive referral

	U.S.A. 98101-3098	arrangement, not referred to as an association. This arrangement continues between Fasken Martineau DuMoulin LLP and Perkins Coie.
Vincent T. K. Cheung, Yap & Co. <i>(relationship terminated January 31, 2000)</i>	15th Floor Alexandra House 16-20 Chater Road Hong Kong	A former Hong Kong representative under an informal relationship that was terminated in 2000.
Dr. Dongdong Huang <i>(relationship terminated June 24, 2002)</i>	Vancouver office address	A lawyer qualified in B.C. who conducted his practice from the Vancouver premises of Fasken Martineau DuMoulin LLP under a Memorandum of Understanding intended to promote China business development and provide support services without being a partnership, an association or and employee/employer relationship. This arrangement was terminated in 2002.
Pan Pacific Law Offices/ Weston Pan Pacific Consulting Ltd/ John D. Weston <i>(relationship terminated August 28, 2000)</i>	Suite 1466 144 Min Chuan East Road Section 3 Taipei, Taiwan 1850 South West Marine Drive Vancouver, British Columbia V6P 6B2	A Taiwan law firm/ a Hong Kong company registered in Taiwan as an extra-territorial company/ a B.C. lawyer, founder and beneficial owner of both. A formal association agreement existed with Russell & DuMoulin and for a time with Fasken Martineau DuMoulin LLP. The arrangement was terminated in 2000.
Orange Chari Pillay (formerly Orange & Associates and formerly John R. S. Orange, Patent and Trademark Agent) <i>(relationship terminated in 2000)</i>	Toronto Dominion Bank Tower 46.C. Box 190 Toronto-Dominion Centre Toronto, Ontario M5K 1H6	Under a Patent Agency Consultancy Agreement dated January 18, 1996, Orange Chari Pillay ("OCP") provided patent agency services at the premises of Fasken Martineau DuMoulin LLP (previously the premises of Fasken Campbell Godfrey) on his/their behalf and in association with Fasken Martineau DuMoulin LLP (previously Fasken Campbell Godfrey). FMD Ontario Services Limited Partnership (and previously Fasken Campbell Godfrey Inc.) sublet premises and provided other management services to OCP. In early 2000 OCP provided notice under the agreement to exercise its termination rights and it left the premises of Fasken Martineau DuMoulin LLP on April 20, 2000.

Various U.S. firms	Various	From time to time Fasken Martineau DuMoulin LLP has, or has had, informal arrangements with a small number of U.S. firms the objective of which is to foster relationships that may lead to cross-border referrals, such as introducing each other's partners in similar practice areas to one another, attempting to organize joint presentations to each other's clients, jointly authoring articles on particular areas of law from Canadian and US perspectives, and the like. These relationships involve no revenue sharing or referral fees and are even more informal than the arrangement with Perkins Coie LLP described above.
FMD Partners, G.P. / FMD et Associés, S.E.N.C.	Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6 The Stock Exchange Tower 800 Victoria Square, Suite 3500 P.O. Box 242 Montreal, Quebec H4Z 1E9	FMD Partners, G.P. / FMD et Associés, S.E.N.C. is an Ontario general partnership, the members of which are FMD National Inc., Consultation Alexandre Abecassis inc, Raymond Chretien, Serge Lapointe and Johann Gest. The partnership provides trade mark and patent agent services and other consulting services primarily to the Quebec offices of Fasken Martineau DuMoulin LLP.
Fasken Business Consulting (Asia) Inc.	Unit 2401-31, 24F China World Office 2 No.1 Jian Guo Men Wai Avenue Chao Yang District, Beijing	

NOTE: In the case of terminated relationships, the name and address above are those which applied at the time of the relationship.

APPENDIX A

Predecessor Firms

Name of Firm

Fasken Martineau DuMoulin LLP

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

<u>Name</u>	<u>Merger Date</u>	<u>Notes (If any)</u>
Kitamura Green	July 1, 1987	
Campbell, Godfrey & Lewtas	November 1, 1989	(inactive but not dissolved)
Fasken & Calvin	November 1, 1989	(inactive but not dissolved)
Fasken Campbell Godfrey	February 1, 2000	(inactive)
Martineau Walker ("MW")	February 1, 2000	(inactive)
Russell & DuMoulin ("RD")	February 1, 2000	(inactive)
Gagnon Lafleur & Associates	1981	Predecessor firm of MW
Lazarovitz, Cannon, Lemelin, Rourke	1983	Predecessor firm of MW
Lyall McKercher Hanna	1989	Predecessor firm of RD
Day & Co.	November 1, 2002	Predecessor firm of SS
PharmaLaw	October 1, 2004	Predecessor firm of SS
Stringer and Saul	January 1, 1978 *	Predecessor firm of SS
Stringer Saul & Justice	1979 *	Predecessor firm of SS
Stringer Saul	May 1, 1985	Predecessor firm of SS
Walker Martineau Stringer Saul	Sept. 1, 1990	Predecessor firm of SS
Stringer Saul	May 1, 1991	Predecessor firm of SS
Stringer Saul LLP ("SS")	February 1, 2007	Predecessor firm of FMSS
Johnston & Buchan	1992	Predecessor firm of J&B
Johnston, Buchan & Dalfen	1994	Predecessor firm of J&B
Johnston & Buchan	2001	Predecessor firm of J&B
Johnston & Buchan LLP ("J&B")	April 1, 2007	Predecessor firm of FMD
Fasken Martineau Stringer Saul LLP ("FMSS")	September 11, 2008	Name changed to Fasken Martineau LLP (name to be used in UK only)

APPENDIX B

Active Members of the Firm as of February 15, 2023

Name of Firm

Fasken Martineau DuMoulin LLP

Updated as of (Enter Date):

February 15, 2023

	CANADA					
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Nova Scotia</u>	<u>Other Provinces</u> (Please specify, change heading)
a) No. of Lawyers ^{/1}	101	28	253	307		
b) No. of Patent & Trademark Agents ^{/2}	1	0	0	4		
c) No. of Non-lawyer Consultants ^{/3}	1	0	7	2		
d) No. of Paralegals	32	6	59	48		
e) No. of Other Employees	65	65	376	416		
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm ^{/4}	61	28	78	19		

OUTSIDE OF CANADA ^{/5}				
<u>U.S.</u>	<u>China</u>	<u>South Africa</u>	<u>UK</u>	<u>Other Countries</u> (Please specify, change heading)
		66	18	
			0	
	2	1	1	
		2	1	
		34	9	
			0	

/1 Including partners, employed lawyers, counsels/of counsels and lawyer consultants

/2 These are not lawyers.

/3 Please complete Appendix C if individuals are reported under this category

/4 Lawyers reported here should not be included under a).(See note at Question 8.f) of the application.].

/5 Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns

Please attach a list of the lawyers reported under a) above, showing in each case their full name, date of call, date joined the Firm and, if applicable, date became partner.

Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.

If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please provide full particulars such as percentage of practice other than Law.

[illegible]

APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2023
(Excluding Patent & Trademark Agents)

Name of Firm

Fasken Martineau DuMoulin LLP

Updated as of (Enter Date):

February 15, 2023

SECTION A

<u>Professional Service Provided or Type of Profession</u>	<u># People in the same Profession</u>	<u>Location (Province)</u>	<u>Client Contact (Y/N)</u>	<u>Advise Clients (Y/N)</u>	<u>Supervised by Lawyers (Y/N)</u>	<u>Underlying Insurance</u> ^{/1}	<u>% of Time Docketed</u> ^{/2}
Consultant	1	BC	N	N	N	N	
Consultant	1	BC	N	N	Y	Y	
Lei Huang - Consultant	1	Beijing	Y	N	Y	N	
Lydia Li - Consultant	1	Beijing	Y	N	Y	N	
Technical analysis and translation services	1	Guadeloupe (France)	Y	N	Y	N	N/A
Occupational Health & Safety	2	Ontario	Y	Y	Y	N	
Government Relations Consultants	2	Ontario	Y	Y	Y	N	
Start Up and Emerging Companies Consultant	2	Ontario	Y	Y	Y	N	
Notary	1	QC	y	y	y	y	
Translator	12	QC	y	n	y	y	
Strategic Advisor	2	QC	y	y	y	n	
Other M-E. A. (note 1)	1	QC	n	n	y	n	
Other A-M. B (note 2)	1	QC	n	n	y	n	
Other M-C.D (note 3)	1	QC	n	n	y	n	
Other M-C.F (note 4)	1	QC	n	n	y	n	
Other S.P.H (note 5)	1	QC	n	n	y	n	
Other S.H (note 6)	1	QC	n	n	y	n	
Other V.L (note 7)	1	QC	n	n	y	n	
Other V.B.C (note 8)	1	QC	n	n	y	n	
John Bethell (Consultant Finance)	1	South Africa	Y	N	Y		

/1 If underlying insurance is purchased, please complete Section B.

/2 Please complete this column only for individuals who are not acting under the supervision of a lawyer and for that portion of time the individual is not acting under the supervision of a lawyer.

APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2023
(Excluding Patent & Trademark Agents)

Name of Firm

Fasken Martineau DuMoulin LLP

Updated as of (Enter Date):

February 15, 2023

SECTION B

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	Notaries
Insurance Carrier:	FARP-CNQ
Policy Number:	(Pending)
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

Type of Exposure:	Translators
Insurance Carrier:	La Capitale
Policy Number:	(pending)
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

Note 1)

Marie-Ève Asselin, Sr Dir, Strat & Bus Perf (Lawyer, QC Bar 2001, no insurance FARBQ)

APPENDIX D

"Associated Firms" and "Umbrella Firms"

Name of Firm

Fasken Martineau DuMoulin LLP

1	The Named Insured under the CLLAS policies is Fasken Martineau DuMoulin LLP. There is an endorsement to the Primary Policy listing a number of additional Named Insureds.
2	Fasken & Calvin and Campbell Godfrey & Lewtas merged on November 1, 1989 and practised under the name Fasken Campbell Godfrey.
3	Fasken Campbell Godfrey had entered into a partnership with Martineau Walker of Montreal and Davis and Company of Vancouver known as Fasken Martineau Davis. Davis and Company later withdrew and the partnership continued under the name of Fasken Martineau.
4	On September 1, 1999, Fasken Martineau ("Canadian Partnership") formed a US subsidiary partnership also called Fasken Martineau ("US Partnership") to carry out the practice of Canadian law from a New York office. The Firm commenced practising US law from both the Toronto and New York offices in 2004.
5	On February 1, 2000, Fasken Campbell Godfrey merged with Martineau Walker and Russell & DuMoulin of Vancouver and practises under the name of Fasken Martineau DuMoulin LLP.
6	After the merger, Fasken Martineau ("US Partnership") and Fasken Martineau ("Canadian Partnership") changed their names to Fasken Martineau DuMoulin LLP ("US Partnership") and Fasken Martineau DuMoulin LLP ("International Partnership") respectively. On February 1, 2007, Fasken Martineau DuMoulin LLP ("International Partnership") changed its name to Fasken Martineau DuMoulin International LLP.
7	The Firm now has offices in Toronto, Montreal, Ottawa, Quebec City, Vancouver and Calgary in Canada, London, England, and Johannesburg, South Africa. An office was opened in Yellowknife on November 4, 2002 and was closed on November 30, 2004. The New York office was closed on April 30, 2008 and Fasken Martineau DuMoulin LLP ("US Partnership") was subsequently dissolved.
8	The Johannesburg, South Africa office was established in 2003 by Fasken Martineau DuMoulin (Pty) Ltd., a subsidiary of Fasken Martineau DuMoulin International LLP, to practise both Canadian and U.K. law. The entity merged with Bell Dewar Inc. on February 1, 2013.
9	Under the supervision of the Johannesburg office, a subsidiary company, LexEmpower Legal Consulting (Pty) Ltd. (formerly Capstone 686 (Proprietary) Limited) was structured to qualify under the "Black Economic Empowerment" legislation and provide corporate and legal advisor services commencing on or about July 1, 2004 practising both Canadian and U.K. law. This corporation has now ceased active business. The firm no longer has control of this entity and we understand that it is now under liquidation.
10	Effective February 1, 2007, the name of Stringer Saul LLP, a UK limited liability partnership, was changed to Fasken Martineau Stringer Saul LLP, the partners resident in the Firm's London, UK office and 2 partners resident in Canada became members of Fasken Martineau Stringer Saul LLP and the equity members of Stringer Saul LLP became partners in Fasken Martineau DuMoulin LLP and in Fasken Martineau DuMoulin International LLP. The name of Fasken Martineau Stringer Saul LLP was changed to Fasken Martineau LLP on September 11, 2008.
11	Effective April 1, 2007, the firm opened an office in Ottawa, and the partners of Johnston & Buchan LLP joined the firm as partners of Fasken Martineau DuMoulin LLP.

12	On September 1, 2009, the Paris firm Gravel, Leclerc & Associates S.E.L.A.S., a professional services corporation established under French law, merged with the Firm. Gravel, Leclerc was acquired by Fasken Martineau LLP and continued its practice under the name Fasken Martineau S.E.L.A.S. Certain lawyers of Gravel, Leclerc also became partners in Fasken Martineau DuMoulin LLP and in Fasken Martineau DuMoulin International LLP. The Paris office was closed effective December 31, 2015.
13	There is an endorsement on the policy recognizing the partnerships, associations and arrangements identified in this Appendix D and those in the attached addendum.
14	Martineau Walker merged with Gagnon Lafleur & Associates in 1981 and Lazarovitz, Cannon, Lemelin, Rourke in 1983.
15	Russell & DuMoulin merged with Lyall McKercher Hanna in 1989.
16	On February 1, 2013, the South African firm of Bell Dewar Inc. (predeceased by Bell Dewar and Hall), a professional services firm established under South African law, merged with Fasken Martineau DuMoulin (Pty) Ltd. and continues its practice under the name Fasken Martineau. Certain lawyers of Bell Dewar Inc. also became partners in Fasken Martineau DuMoulin LLP and in Fasken Martineau DuMoulin International LLP.
	Coverage is provided to the predecessor firms namely, Fasken & Calvin; Campbell, Godfrey & Lewtas; Kitamura Green; Gagnon Lafleur & Associates; Lazarovitz, Cannon, Lemelin, Rourke; and Lyall McKercher Hanna. Coverage is also provided to the predecessor firms of Stringer Saul LLP namely, Day & Co. and PharmaLaw, to the predecessor firms of Johnston & Buchan LLP namely, Johnston & Buchan and Johnston, Buchan & Dalfen, to the predecessor firm of Gravel, Leclerc & Associates S.E.L.A.S., namely Gravel, Leclerc and Partners, and to the predecessor firm of Bell Dewar Inc. in South Africa, namely Bell Dewar and Hall.

APPENDIX E

Professional Services Provided Relating to Non-Canadian Law & Professional Services Provided In the U.S.

Name of Firm

Fasken Martineau DuMoulin LLP

Updated as of (Enter Date):

February 15, 2023

1 Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Province the Canadian Lawyer is based out of	Location of Office (Non-Canadian)	% of Docketed Time Relating to Non-Canadian Law
Nabila Abdul Malik	ON		10%
Gabrielle Cyr	ON		10%
Julien Frigon	ON		10%
Peter Mantas	ON		10%
Alexandre Abecassis	QUE		20%
Serge Lapointe	QUE		30%
Douglas Tsoi	QUE		20%
Julie Uzan-Naulin	QUE		50%

2 Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Province the Canadian Lawyer is based out of	Location of Office (Non-Canadian)	% of Docketed Time in the U.S. Office
		U.S.	
		U.S.	
		U.S.	
		U.S.	
		U.S.	
		U.S.	

3 Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

For lawyers practicing both Canadian and Non-Canadian Law, please provide a split between Canadian and Non-Canadian. Note that in cases where a split is not available, a 50% 50% split will be assumed.



APPENDIX E

Professional Services Provided Relating to Non-Canadian Law & Professional Services Provided In the U.S.

Name of Firm

Fasken Martineau DuMoulin LLP

Updated as of (Enter Date):

February 15, 2023

Name of Lawyer	Location of Office (Country Only)	# of Lawyers Practice 100% Canadian Law	# of Lawyers Practice 100% Non-Canadian Law	# of Lawyers Practice both Canadian & Non-Canadian Law	Canadian (%)	Non- Canadian (%)	Total (100%)
Albert Carlisle Gourley	UK			1	50%	50%	100%
Abayomi Akinjide	UK		1		0%	100%	100%
Jodi Katz	UK			1	50%	50%	100%
Thomas Charles Wexler	UK		1		0%	100%	100%
Thomas Eldridge	UK		1		0%	100%	100%
Robert Guy Winter	UK		1		0%	100%	100%
Luc Beliveau	UK			1	50%	50%	100%
Leon Miller	UK		1		0%	100%	100%
Laura Jane Bradley	UK		1		0%	100%	100%
Chloe Zelia Gill	UK		1		0%	100%	100%
Derek Linfield	UK	1			100%	0%	100%
Reena Modha (Consultant)	UK			1	50%	50%	100%
Brandon Geraghty	UK		1		0%	100%	100%
Stephen Vincelli	UK	1			100%	0%	100%
Joanne Colledge-Miller	UK			1	50%	50%	100%
Lucinda Patrick-Patel	UK		1		0%	100%	100%
Arthur Caplin	UK		1		0%	100%	100%
Carlie Marrows (Paralegal / Avocate)	UK		1		0%	100%	100%
Sount Africa	Johannesburg	0	66				0%

4 Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

APPENDIX E

Professional Services Provided Relating to Non-Canadian Law & Professional Services Provided In the U.S.

Name of Firm

Fasken Martineau DuMoulin LLP

Updated as of (Enter Date):

February 15, 2023

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

APPENDIX F

Schedule of Claims and Notices As of December 31, 2022

Name of Firm

Fasken Martineau DuMoulin LLP

Updated as of (Enter Date):

December 31, 2022

Please attach separately

ANNEX 6
Appendix G

APPENDIX G

RISK MANAGEMENT POLICIES AND PROCEDURES

Name of Firm: Fasken Martineau DuMoulin LLP

Please provide a full description of the Firm's most current risk management policies and procedures (including risk management audits) or, if appropriate, an update to your response to Appendix G of last year's renewal application.

(SEE ATTACHED)

Firm Management and Internal Policies and Procedures

1. Firm Background and Governance

The firm was the result of the merger on February 1, 2000 of three regional firms: Fasken Campbell Godfrey in Toronto, Martineau Walker in Montreal and Quebec City and Russell and DuMoulin in Vancouver.

We now have additional offices, either directly or through affiliated entities, in London (United Kingdom), Johannesburg (South Africa), Calgary (Alberta, Canada), Ottawa (Ontario, Canada) and Surrey (British Columbia, Canada). We have a representation office in Beijing.

Governance

Our Firm is managed through a Partnership Board of elected members led by a Board Chairman.

The guidance of the Partnership Board is to the Firm Managing Partner who in turn oversees the Management Team of the Firm constituted of the Regional Managing Partners and Senior Executives.

The Management Team meets weekly by video conference and at least quarterly in person.

2. Lawyer Management (Training and Supervision)

Partners report to their Regional Managing Partner and are formally evaluated each year in connection with the annual compensation review. As part of this process, all partners are subject to peer review. The criteria and expectations are set by the Regional Compensation Committee which is responsible for the review process.

Associates are evaluated annually under a rigorous review process co-ordinated and managed by a Professional Development Committee comprised of partners and supported by full time professional personnel staff who also administers the recruiting and training programs. Associates come under the direct supervision of partners in the delivery of legal service to clients. Each associate has a partner mentor who monitors their work allocation and client service performance, and serves as an advisor and sounding board for addressing professional issues and any concerns that may arise. Regional Associate Committees are elected in the Regions by the associates to represent them collectively in their relationship with the partners, the office and the Firm.

Lawyers are organized into National Practice Groups for the purposes of enhancing cooperation within the Firm, developing new business and ensuring that our service capabilities are well understood within the Firm so that clients can be provided with the best service possible. Large clients also have a Client Team, represented by the various practice groups that might interact with the client, to oversee the delivery of legal services and to enhance the relationship with the client.

Client service is both influenced and observed by the National and Regional Practice Group Leaders and the Team Leaders of Client Teams. Each of these Groups and Teams submit annual written business plans that are reviewed, approved and monitored by the Management Team and include the development of precedents, the implementation of internal professional training and the sponsorship of attendance at external training and professional seminars, as well as, the organized pursuit of business development opportunities. The written firm precedents are available to the lawyers via the office intranet and/or document management system. .

There are various continuing education requirements our lawyers must complete annually in order to maintain their license. These vary somewhat by the Region/country in which they practice.

3. Non-lawyer Practitioners

The Firm is not a Multi-discipline Partnership (MDP) under which non-lawyer professionals are eligible for partnership in a law firm. Non-lawyer professionals are employees or partners of a separate entity, FMD Partners, G.P. Their services are contracted by lawyers in the law partnership, and as such, lawyers provide the required supervision within the rules and regulations of the law societies.

4. New Business

New clients and new matters can only be accepted by partners and associates in accordance with work acceptance policies or practices for each Region/office that include guidelines and considerations relating to conflict search requirements, professional issues (legal and ethical standards, expertise and capacity), financial matters (credit assessments, billing arrangements, fee estimates, retainer deposits) and engagement letters.

New clients and new matters, after conflict search clearance and other intake verifications, including sanctions, require the completion of file opening documentation that populates the Firm's accounting and conflict database.

New client and matter lists, appropriately masking approved confidential clients and matters, are circulated firm-wide weekly.

5. Conflicts

The Firm has recently appointed a General Counsel, who oversees conflicts management in accordance with the Firm's Conflict of Interest Protocol. The General Counsel works closely with Regional Conflicts Partners who liaise with lawyers practicing in their respective Regions. The Protocol provides a framework for the review and resolution of conflicts of interest, in accordance with applicable Law Society rules.

The Firm maintains a firm-wide conflicts database which the lawyers access through conflicts searches performed by full time professional conflict search staff in each Region, who have access to the conflicts database. The conflicts database includes information on clients, such as name and address, and conflicts information such as matter name and related parties, responsible

lawyer, as well as terrorist groups and other sanctioned persons identified by government authorities.

When deemed appropriate and necessary by either the General Counsel or one of the Conflicts Partners, 'flags' are added to the conflicts system to forewarn lawyers not to entertain the acceptance of certain engagements without prior discussion.

6. Retainer Letters

The Firm developed a Policy on the use of engagement letters, which is currently under further review. The current Policy warrants the use of proper engagement letters, detailing the scope of the mandate and the Firm's billing rates, in certain situations and particularly for new clients. Templates are available and can be adapted, however Standard Terms of Service must be attached to each engagement letter.

7. Docket and Calendar

Firm-wide computer systems provide for the control of statute dates and other critical deadlines. The patent and trademark practice uses a commercially available web-based due date software system and an external trademark watching service. Date reminder reports are issued and/or available to the responsible lawyer on a regular basis.

8. Custody of Client Trust Funds and Assets

The Firm has in its custody, from time-to-time, client trust funds. Detailed accounting records are maintained of the handling and/or investment of such funds. These records satisfy or exceed the regulations of the governing provincial law societies. The policies and procedures for the custody, handling and recording of such trust funds are reviewed in connection with the annual audit by the Firm's auditors and/or rotating audits by the auditors of the respective law societies.

Trust funds are segregated and deposited with financial institutions. Experienced trust clerks are employed to administer the movement of client trust funds. Such transactions require the written requisition of the applicable partner and trust cheques require dual signatures, neither of whom signed the original requisition.

9. Fee Disputes

The Firm recognizes that fee related disputes with clients may lead to claims and/or suits that may or may not be warranted and, accordingly, has in place a number of management processes to minimize the unwarranted escalation of such disputes.

The Firm's work acceptance practices include guidelines for advising clients on fees when taking on an engagement. Clients are billed monthly, with any exceptions requiring internal approvals. Billing formats are selected from a number of Firm standardized formats. Invoices are generally detailed, including a description of the underlying dockets. Detailed aged reports of unbilled work-in-process and accounts receivable are provided to the responsible lawyers managing the file monthly (and in some cases weekly). Regional Finance Committee, FGA's (Finance Group Administrators) and/or Finance Directors regularly review the status of client files making up

these aged reports with the responsible lawyers. Financial sanctions are available to the Chair of the Finance Committee and management for reinforcement of perceived unsatisfactory management of billings and collections in addition to the annual lawyer performance evaluation and compensation review.

A Collection Department staffed with professional credit and collections administrators, are maintained in each of the Regions. The Collectors work closely with the lawyers to address delinquent accounts and negotiate payment arrangements where necessary. The Collection Department also works with the Finance Committee in each office to handle specific problem matters, which may include situations where the client expressed dissatisfaction with the professional service of the Firm and its lawyers. Any circumstance, identified by the Collection Department in this process, that may lead to an unreported claim, is reported to the partner responsible for claims management as well as the partner responsible for the file.

When deemed necessary and valuable to an individual client relationship, management will conduct a formal or informal professional service audit and assessment.

On occasion, clients submit the fees billed to them to the formal judicial legal fee assessment process available to address fee disputes between lawyers and clients. On occasion, the Firm, after assessing the risks and costs, pursues payment of fees through the courts.

10. Management of Client Claims and Suits

As is set out in the Firm's Policy on complaints and claims, each Region has a partner ("Claims Partners") assigned to manage the reporting and documentation of occurrences that may lead to client claims and suits.

Annually, in connection with the application for renewal of the Firm's Errors and Omissions Insurance, each lawyer and non-lawyer professional is required to report in writing whether they are aware of any facts that may result in a claim, and provide a memorandum on any such circumstances that have not previously been reported and an update of the status of previously reported claims. A database is maintained of these claims and the reporting on the status of such claims.

11. Confidentiality of Client Information and Insider Trading

The Firm has a policy on Confidentiality that covers lawyers, students and staff of the Firm. It sets out specific rules regarding their obligation to maintain the confidentiality of information belonging or relating to the Firm and its clients, both during and after employment or association with the Firm.

The Firm has a policy on Securities Investment and Restricted Trading that covers all personnel, their spouses, family and other household members. It covers the preservation of the confidentiality of information, and detailed descriptions and preclusions relating to insider trading, investing in the securities of clients and others, and the use of discretionary accounts. All personnel must sign and return a copy of this policy acknowledging that they have read and understand the policy, which indicates among its terms that "failure to adhere to this policy may result in immediate termination".

Where appropriate, the Firm provides professional services behind "ethical walls" to preserve client confidentiality.

12. Audit Enquiries

Audit enquiries are dealt with in accordance with a firm-wide Policy that is based on the Canadian Bar Association and the Auditing and Assurance Standards Board's Joint Policy Statement. The Policy sets out an internal procedure for dealing with these enquiries, which includes communicating with lawyers who have docketed time during the prior two years to the client, and provides standard responses to be used.

13. Lawyers as Directors and/or Officers

The Firm has a policy governing lawyers becoming directors or officers. Such elections or appointments can only be accepted under the strict criteria set out under the policy and the approval of the Regional Managing Partner or his/her designee. There is an expectation that underlying Officers and Directors Insurance be present and that, in the case of private companies, shareholder indemnities and/or unanimous shareholder agreements be obtained. The remuneration relating to such appointments may be paid directly to the individual, but is accounted for as revenue to the Firm by adjusting the lawyer's income.

A database is maintained of all such directorships, and is updated at least annually.

14. Lawyers Business Affairs

The Firm's Policy on Securities Investment and Restricted Trading addresses the potential for conflicts of interest between lawyer and client by providing for the prior review and approval by the relevant Managing Partners of (i) material investments by a lawyer and/or his or her household members in the securities of a client where the lawyer personally provides services to the client, and (ii) any investment by a lawyer and/or his or her household members in securities of a client on terms or in a transaction not equally available to others. Lawyers understand that, unless the Firm otherwise expressly consents, they are to devote all of their working time and attention to the Firm's business. Accordingly, if they have personal business to conduct, it is to be done in a fashion that does not imply that it involves the Firm and such personal business is not to be conducted from the Firm's premises or using the Firm's letterhead.

Specific Responses to Section 11

11 A. There are full time office managers administrators in each office, reporting to the Chief Administrative Officer and to the Managing Partner of the office. The Firm also has a Chief Financial Officer, a Chief Marketing Officer , a Chief Technology Officer, a Chief Innovation Officer, a Chief Pricing and Practice Support Officer and a General Counsel reporting either to the Firm Managing Partner or to the Chief Administrative Office.

11 B. With the exception of the London office, the Firm does not have a formalized Firm-wide Risk Management program. The Chief Administrative Officer oversees non-legal risk management for the firm, with the assistance of, amongst others, a dedicated team of Information

Security experts. In addition, the General Counsel oversees legal risk management for the firm and its members.

11 C. Firm-wide Risk Management Manuel? No manual is available

11 D. Risk Manager Partner or Firm's Risk Manager? A Firm-wide Risk Manager Partner has been appointed since this is part of the General Counsel's role.

11 E. Independent audit on Risk Management procedures in the last 2 years? Yes

11 F. Firm share office or sublet office space to others not listed in 0 5? No.

11 G. Subcontract or refer legal work to other lawyers? Yes, as needed.

11 H. Off-site location for maintenance or storage of duplicate computer records? Yes: - off site storage is arranged for computer records.

11 I. Alternative office space where rendered unusable? No: the approach would be to work remotely, from home, until the space became usable.

Specific Responses to Section 16

16 D. Officer or Director of any For-Profit business enterprise: All Firm directors are covered by Outside Director Liability Insurance [ODL] program. This has undergone significant internal policy changes to meet the renewal application process. As soon as the renewal process is complete, a list of the lawyers will be compiled and submitted to underwriters.

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Marc Ducharme

mducharme@fasken.com

Chief Administrative Officer

Fasken

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Fasken (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fasken:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Tech@fasken.com

To advise Fasken of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Tech@fasken.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Fasken

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Tech@fasken.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fasken

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Tech@fasken.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Fasken as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Fasken during the course of your relationship with Fasken.

APPENDIX H

Cyber Liability

Name of Firm

Fasken Martineau DuMoulin LLP

1	Personnel	Enter Yes or No
a)	Do you have a Chief Security Officer or Chief Information Security Officer or equivalent?	Yes
	If "no", who within the Firm is responsible for the management of and compliance with the Firm's Security Policies?	
b)	Do you have a Chief Privacy Officer or equivalent?	Yes
	If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?	
2	Protection	Enter Yes or No
a)	Do you use encryption tools to enhance the integrity and confidentiality of confidential information?	Yes
	If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)	
	- Data at rest	Yes
	- Data in transit	Yes
	- Data transferred to removable media (laptops, CD's, backup tapes, USB devices, etc.)	Yes
	- None of the above	
b)	Do you use and regularly update industry-standard antivirus software?	Yes
c)	Do you install the latest software updates to reduce security vulnerabilities?	Yes
d)	Do you require that passwords be a minimum length and contain alpha and numeric characters?	No
e)	Do you require that passwords be regularly updated?	No
f)	Do you check to make sure that no spyware or adware resides on your computers?	Yes
g)	Do you use and regularly update industry-standard firewall protection systems to prevent unauthorized access to internal networks and computer systems?	Yes
h)	Is the data on your servers encrypted?	Yes
i)	Is the data on your desktop and laptop computers encrypted?	Yes
j)	Is the data on your mobile devices encrypted?	Yes
k)	Have predesignated computer system/application access rights and privileges been set for all authorized users?	Yes
l)	Is there hourly or daily automatic backup of documents and emails?	Yes
m)	Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems?	Yes
n)	Are backups stored off-site at a secure location?	Yes

APPENDIX H

Cyber Liability

Name of Firm

Fasken Martineau DuMoulin LLP

o)	Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen?	Yes
p)	Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files?	Yes
q)	Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel?	Yes
r)	Has the firm implemented multi-factor authentication for remote access to firm systems?	Yes

3	Incident Report	Enter Yes or No
	Do you have a written network security incident response plan?	Yes

If "yes":

a)	Does it include alternative options should a critical third party outsourcing provider's operations be incapacitated?	No
b)	Does it include procedures to alert your clients that their data may have been compromised?	Yes

4	Policies	Enter Yes or No
a)	Do you maintain a comprehensive information security and privacy policy that is updated and enforced on a continuous basis?	Yes
b)	Do you advise your lawyers of the risks of using unencrypted email?	Yes
c)	Does your firm advise your lawyers of the dangers of metadata?	Yes
d)	Do you purchase insurance other than CLLAS coverage to protect you in the case of privacy breaches?	No
e)	Do you purchase insurance other than CLLAS coverage to protect you in the case of cyber-attacks?	No