

August 10, 2007

LawyerDoneDeal Corp.  
60A Wellesley Street West  
Toronto, ON  
M5S 3L2

Dear Sirs:

**Re: Electronic Documents Advice**

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LawyerDoneDeal Corp. (“LDD”) has asked us to confirm that its on-line process is compliant with the *Electronic Commerce Act, 2000*<sup>1</sup> (“ECA”). In order to make such confirmation, we were given access to the LDD Website and were permitted to speak with senior IT personnel at LDD and to obtain proof of certain requirements of the ECA.

The ECA requires compliance with the following principles, among others:

1. An electronic document that contains errors has to be capable of being, in effect, recalled and corrected.
2. An electronic document has to be accessible for subsequent reference, not only by the recipient but by all parties to the contract.
3. An electronic document has to be capable of being retained by the recipient.<sup>2</sup>
4. An electronic document has to maintain its integrity at all times.
5. An electronic signature on a document must: (i) identify the signatory reliably and (ii) be continuously associated with the document. (See below, under “Signature”.)

Currently, the LDD document management system complies with 1 above because a sender can recall an erroneous document if the sender does so promptly and also with 2, 3 and 4 on the basis of the following IT process:

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<sup>1</sup> S.O. 2000, c.17

<sup>2</sup> An electronic document is said to be “retained” if it is held either in the same format or contains the same info, is accessible for subsequent reference, its origin is provable and its destination and date and time of sending are provable because the information is “continuously associated” with the document itself. For example, a fax or locked PDF document with an originator name and a date and time stamp is a document that is capable of being “retained”.

- (a) A “locked” PDF format version of the electronic document is created by its author, archived in locked format and “mailed” (i.e., deposited in the recipient’s in-box on the LDD website) to the recipient when it is intended to be acted upon. That “mailing” takes place at the same time as hand-delivery would take place if there were a closing or an escrow closing of paper documents. In other words, when a document that is intentionally created and “signed” and when that “signed” document is “locked” so that it cannot be changed and when it is “mailed” by depositing it in the recipient’s in-box on the LDD website, then it is a valid electronic document that has been validly delivered in accordance with the ECA. If proof is needed of the format, content or signing of the document, that proof can be obtained from logs of the LDD website that themselves cannot be changed.
- (b) The intentional “signing” of the document takes place under circumstances where the author, who is authorized to “sign” the document, clicks on a button on-screen that states that he or she is signing it.

In our view, the creation, web-mailing, logging and archiving of a signed and “locked” PDF document satisfies the ECA requirements that the document has to be accessible for subsequent reference, that it has to be capable of being retained by the recipient and that it has to maintain its integrity.

It is part of LDD’s business process that it arranges a face-to-face meeting with each lawyer to whom LDD issues a username and password in order to satisfy itself as to his or her identity. He or she signs a Password Security Application. LDD obtains and copies picture ID and one other piece of ID after having confirmed with the Law Society of Upper Canada that the person being interviewed is a Member in good standing of the Society. The person being interviewed then obtains a copy of the LDD Terms of Use, which provide that if he or she does not agree with them, then he or she is not entitled to use LDD’s service. Once that process is complete, LDD issues a Username and Password to the person. LDD, accordingly, is able to match an electronic signature with a known individual. LDD’s methodology is at least as good as best practices paper-based methodologies.

### **Signature**

An “electronic signature” is simply electronic information that a person creates or adopts in order to sign a document and that is embedded in, attached to or associated with an electronic document. It can be visual or digital or simply a log of information created at a certain point in an electronic process that indicates that there is an intention that the document be signed and that it was, in fact, published as a signed document.

LDD follows this process in those portions of the LDD website that are used for enabling the final steps in document authorization and exchange (for example, for every document in the “Acknowledgment and Direction” section), where there is a field entitled “Electronic Signature”. That signature is automatically and permanently associated with the “signed” electronic document and logged as such. Proof of signature can be produced from LDD’s archives.

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Based on the foregoing, it is our opinion that the service that LDD provides to its clients is fully compliant with the *Electronic Documents Act, 2000* (Ontario).

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to read 'DBJ', with a vertical line extending downwards from the bottom of the signature.

Donald B. Johnston

DBJ/fb

