

Retainer Agreement – Estate Planning

In order to ensure a mutually agreeable professional relationship, this document sets out the basis upon which you have retained Nelligan O'Brien Payne LLP in order to represent you in respect of your estate planning matter.

While **Alana Guy** is primarily responsible for the carriage of your file, others, including clerks, may also be working on your matter to advance it to a satisfactory and cost-effective conclusion.

Depending on the nature of your assets or circumstances, other lawyers within the firm may be consulted on your estate matter, at the discretion of the lawyer with primary carriage of your file. This may be necessary where expertise in another area of law (such as commercial law) is required to complete your estate matter.

Separate legal matters may arise for you during the time we assist you with your estate plan, such as a real estate or family law matter. As a full-service firm, Nelligan O'Brien Payne has lawyers who specialize in various areas who may be able to assist. If you wish, you can be referred to one of these lawyers. This would almost always involve a separate retainer agreement.

Parties to this Agreement and Scope of Work

By signing this retainer agreement, you are retaining Nelligan O'Brien Payne, its employees and agents, to advise you on your estate plan, including but not limited to preparing your Will and/ or Powers of Attorney.

We rely upon the information that you provide us within your completed Questionnaire (described later in this retainer Agreement) and during any further discussions we may have. It is your responsibility and duty to complete the Questionnaire accurately and to advise us of all relevant information relating to your assets, liabilities, and circumstances, which may affect your estate plan.

By signing this retainer agreement, you confirm that you are **not** retaining us to review supporting documentation relating to, or confirm your ownership interests in or beneficiary designations for, any of your assets. For example, you are **not** retaining us to conduct a search of title to your real property or notify your bank or investment advisor of changes to the beneficiaries of any policies.

Should the scope of our work change, for example if you would like us to review supporting documentation or conduct title searches, you may be required to sign a new retainer agreement.

Process

The process we follow for estate planning involves first your review of our Estate Planning Guide which we will provide to you. Once you have reviewed the Guide, please complete our Questionnaire to the best of your ability. By completing the Questionnaire, you will provide information about your assets, liabilities, executors, beneficiaries, guardians for minor children and more. Through this process, you will have turned your mind to key matters we will need to address in your estate plan and we will be able to see what your wishes are.

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After we receive (1) your completed Questionnaire and (2) the deposit (described below), we may schedule a phone call or a first meeting with you and the estate planning lawyer. At this meeting, the lawyer will review your assets, liabilities, circumstances, relationships, and estate planning goals with you. The lawyer will raise legal matters relevant to your estate plan, some of which you may have previously considered and some of which may require you to give further thought and instructions.

Upon your instructions, we will draft your estate planning documents, which typically include your Will and Powers of Attorney for Property and Personal Care. Depending on the nature of your assets and your instructions, we may also draft trusts and/or other documents.

We will then send draft documents to you for your review and consideration and ask that you read these carefully, noting any edits or questions you may have directly on the draft documents and returning these to us.

After we have drafted your documents in final copy, we will schedule a meeting for you to sign the documents.

Deviations from this process, including if you change your instructions part way through the process, typically result in additional legal time and cost. That said, your estate plan is meant to protect you and help ensure your wishes are carried out. It is worth the time and investment to ensure it reflects what you want. We look forward to assisting you throughout the process.

Once you have executed your estate planning documents, we will provide you with copies or originals of the documentation for your records, and we will retain original documents at our office for safe keeping. It is your responsibility and duty to review your estate planning documents on a regular basis or upon any significant changes to your circumstances. Nelligan O'Brien Payne LLP will not provide you with any reminders to review your documents, or any correspondence relating to future changes to legislation or case law that may affect your current estate plan. You are responsible for notifying Nelligan O'Brien Payne LLP if you have any concerns that a change may affect your estate plan.

Fees and Disbursements

Our fees for estate planning services are calculated on the basis of actual time spent on your file. All of the time spent on your file is recorded in units representing one-tenth of an hour (six minutes). This includes but is not limited to time spent on all telephone calls and email correspondence with you (or anyone else in relation to your legal matter), meetings and conferences, drafting and proofreading documents, and receiving and reviewing correspondence.

Our fees are calculated on a straight multiple of hours worked multiplied by each professional's hourly rate plus HST and disbursements incurred in furtherance of your matter. Interim accounts will be sent to you, typically monthly, to ensure that you are aware of the ongoing cost of your matter. It is very rare for the firm to agree to defer payment of fees until the conclusion of a file. That is why you will be provided with monthly interim accounts.

Accounts are due and payable within 30 days of being rendered to you.

The firm will rarely make an exception to this. Therefore, unless there is a clear agreement between us expressed in a letter or memorandum signed by a lawyer in this firm, you may be assured that payment of your interim accounts is due within 30 days of invoicing.

Standard rates for lawyers, clerks and students may increase annually, on January 1st. The current hourly rates for the professionals in the Estates Law Group are:

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Alana Guy
Law Clerk

2023 Hourly Rates

\$280

\$160

In addition to fees for Nelligan O'Brien Payne professionals' time, you will also be charged disbursements. Disbursements are amounts that we are required to pay to others on your behalf. It is Nelligan O'Brien Payne's policy to require our clients to pay these disbursements as we incur them. Disbursements include amounts for long distance telephone and fax charges, postage and copying costs.

Moreover, disbursements may include the cost of other professional services needed to further your matter, such as experts. Note however that if we retain an expert on your behalf, we expect him or her to be paid by you directly. Such experts (where necessary) include accountants, appraisers, doctors, tax experts, and so on. The use of experts will always be discussed with you prior to their engagement so that you can decide whether it will be financially feasible for you.

In the event that your account is unpaid for more than 30 days, Nelligan O'Brien Payne reserves the right to terminate this agreement with you and to stop acting on your behalf, whether or not your matter is concluded.

Unpaid Accounts

All accounts are payable upon receipt. Interest is charged on accounts which remain unpaid for more than 30 days. Where an account is unpaid for more than thirty days and no satisfactory arrangements have been made with us for payment, we will take steps to enforce payment of amounts owing, in addition to terminating our services.

In certain cases, we may continue to work on your file if security is provided to guarantee payment of your legal fees. A separate retainer agreement will need to be entered into at that time, which will likely provide for a premium on our fees to reflect the extra costs of financially carrying your file. Such security could for example be in the form of a charge against property.

Deposit

In order to commence work on your behalf, Nelligan O'Brien Payne requires that you provide a deposit in the amount of **\$500.00**. **These funds will be held in our trust account and then applied toward your first interim invoice.**

By signing this retainer agreement, you understand that the deposit is **not** an estimate or guarantee of the total legal fees you may incur in relation to your matter. The deposit is simply the initial amount required for us to commence work on your behalf. The ultimate cost of your matter will depend entirely upon the time spent by Nelligan O'Brien Payne professionals on your matter and disbursements we incur on your behalf.

Confidentiality

All information you provide to this firm is confidential, unless you waive this confidentiality by instructing us to do so or by releasing this information yourself. We do not reveal the information you provide to us to persons outside of the firm except when you authorize us to do so or as required by law.

Since communication between a law firm and client is frequently handled through email, it is important to appreciate that emails are an unsecure technology. This means it is possible for an outside person to intercept unsecure emails

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when transmitted over the internet. If you are not comfortable with the use of unsecure emails on your matter, then please speak to me about providing a security solution for email transmissions.

Tips for Clients

Given that the cost of your matter will depend on the time spent by Nelligan O'Brien Payne professionals on your matter, the following are some basic tips to help you prepare for and make the most out of all communications with the firm.

- 1) Please complete your Questionnaire accurately and thoroughly, ensuring the proper spelling of people's names and accurate descriptions of assets and liabilities.
- 2) Please turn your mind to your estate planning goals and wishes early on. Changes to your instructions partway through the process will require extra time (drafting, reviewing) and this time is charged accordingly.
- 3) Please consider early on whom you may wish to name as your executor and as your attorney for property and personal care and be prepared to discuss your wishes with us at the initial meeting.
- 4) Please ensure you provide us with your accurate email address and a working phone number.
- 5) Please gather your financial and related information in advance (for example, contact your financial advisor if any, review your online banking and life insurance designations, gather all child or spousal support Court Orders or domestic agreements). This will help avoid delay or expense if you have to gather these documents at a later date.

Terminating Retainer Agreement

You may terminate your retainer with Nelligan O'Brien Payne whenever you wish, by providing written notice to us. In that case, you will be provided with an up-to-date final account which is payable immediately.

Confirmation of Acceptance

The above constitutes the basis upon which you have agreed to retain Nelligan O'Brien Payne LLP.

I HEREBY authorize and retain, and the law firm of Nelligan O'Brien Payne, to act on my behalf with respect to my estate law matter, on the terms outlined above and I agree that you will take such action as you may deem advisable or as I may instruct.

Dated at Ottawa this day of , 2023.

Client –

Dated at Ottawa this 22 day of March, 2023.


Alana Guy
Nelligan O'Brien Payne LLP