

Thank you for your interest in Peggy L. Sanders, Attorney-at-Law, PLLC. It is my belief that our working relationship and your satisfaction are well served by providing information about the legal representation. I've learned that having this information can avoid any misunderstandings or confusion in the future.

#### The Scope of the Representation

I will make clear the scope of my legal services to you. It is very helpful for a client to know what to expect and what services and documents will result from our working together.

#### Potential Conflicts of Interest

It's very important to understand the rules I need to follow with regard to any conflict of interest. I will check to make sure that you have no conflict of legal interest with any of the other clients I have worked with in the past. It is important for you to let me know if you know of any potential conflicts of interest.

If you are a married couple or domestic partners seeking legal services from the firm, you need to be aware of the potential legal conflicts involved. Spouses can have differing and sometimes sharply conflicting interests and objectives regarding their estate plan. For example, they may have different views on how property should pass after the death of one or both of them. Further, I may recommend that family assets and property holdings be restructured to take advantage of available tax benefits, which among other things may involve gifts from one spouse to the other. These are just two examples of the many potential conflicts that sometimes arise in the estate planning process.

If each of you had your own separate lawyers, you would each have an "advocate" for your position and you would each receive totally independent and confidential advice from your own lawyer. All information that you give to your separate lawyer would be confidential, and none of that information could be disclosed to your spouse without your consent.

That is not the case when one firm advises both of you jointly. I cannot be an advocate for one of you against the other if I represent both of you. I cannot and will not keep information that either of you gives to me relating to your will and your general estate plan from the other. You have asked me to advise you jointly, so my effort will be to assist you in developing a coordinated overall estate plan, and to encourage the resolution of any differences of opinion or conflicting interests in an equitable and logical manner. As to those matters on which your individual interests may differ, I will attempt to explain to both of you the interests of each of you, and the effect on each of you of a particular course of action.

In the interests of efficiency, you may choose to communicate with me primarily through one of you, in which even I will provide any necessary explanation of the issues to that individual. Of course, I will respond at any time to any questions put to me by either of you.

If at any time during the estate planning process either of you wishes to retain separate counsel, the one desiring to retain separate counsel may terminate our representation. In that event, I will be free to continue to represent the other one of you, except that, if one of you retained separate counsel because of a serious disagreement or conflict of interest in connection with your estate plan, I will not continue to represent the other of you without the consent of the one who retained separate counsel. In general, I will be unable to continue to represent either of you, without the consent of the other, in this or any substantially related matter in which your interests may be adverse.

If I conclude that a serious or potentially serious conflict of interest between the two of you has developed or is likely to develop, and that I should therefore not continue to represent either one of

you, I will promptly notify both of you that I can no longer continue to represent either one of you. In that event I will not be obligated to disclose to either of you the precise reason or reasons why I have concluded that I should discontinue my representation of both of you.

#### My Duty to Preserve Your Confidential Information

Successful representation often requires the disclosure of confidential and sensitive information. You agree to give me all information I need to perform my services. It is impossible for me to give proper advice if you do not completely disclose all information that I need. You agree that I will not be responsible for consequences caused by your failure to disclose essential information.

Except in very limited circumstances, the ethics rules prevent me from disclosing information to persons outside my firm without your permission. I may disclose information to other persons in my firm on a "need to know" basis.

If persons outside my firm work with me with your permission (such as an accountant or another law firm), you agree that I can disclose information they need to fulfill their role in the representation. Unless you instruct otherwise, you agree that I can disclose information to them that I believe necessary for your best interests.

I will attempt to maintain confidentiality of all communications with you to the extent allowed by law, and I will not reveal any such information to persons outside our firm without your permission, unless I notify you in advance, or unless I have concluded in good faith that a failure to disclose without advance notice to you would violate clear legal or ethical duties imposed upon me by law.

#### Fees

The fees I charge for legal services vary based on the legal services you need and the time it takes for me to accomplish your goals. I charge a flat fee for completing your wills, powers of attorney and medical directive. I charge an hourly fee for more complex or time-consuming things like drafting trusts or probating an estate.

I will reserve the right to withdraw from representation if, among other things, my invoices are not paid or if any fact or circumstance arises or is discovered that would, in my view, render my continuing representation unlawful or unethical.