

[Date]

[Client A Name]

[Address]

[City, State, Zip]

[Client B Name]

[Address]

[City, State, Zip]

Re: Engagement for Outside General Counsel Services - Joint Representation

Dear [Client A] and [Client B]:

This letter sets forth the terms upon which [Law Firm Name] ("the Firm") will provide legal services to [Client A] and [Client B] (collectively, "the Clients") as Outside General Counsel. This letter specifically addresses the implications of our joint representation of both entities.

1. Scope of Services

The Firm will provide general corporate legal advice, including but not limited to contract review, corporate governance, and [Specific Task, e.g., intellectual property management]. This engagement does not include litigation or specialized tax advice unless agreed upon in writing.

2. Joint Representation and Potential Conflicts

The Clients have requested that the Firm represent both parties simultaneously. While the Clients' interests currently appear aligned, a conflict of interest may arise in the future. By signing this letter, both Clients waive any potential conflict of interest arising from this joint representation, provided that the Firm determines it can provide competent and diligent representation to each.

3. Confidentiality and Information Sharing

In a joint representation, there is no expectation of confidentiality between the Clients. Any information provided to the Firm by one Client relating to the scope of this engagement may be shared with the other Client. However, attorney-client privilege will still be maintained against third parties.

4. Withdrawal in Case of Dispute

If a conflict develops between [Client A] and [Client B] that cannot be resolved, the Firm may be required to withdraw from representing both parties in this matter. In such an event, the Clients will need to retain separate legal counsel at their own expense.

5. Fees and Billing

The Firm will bill at the following hourly rates: [Partner Rate], [Associate Rate]. Expenses such as filing fees and travel will be billed at cost. Both Clients shall be jointly and severally liable for the payment of all invoices. Invoices are due within [Number] days of receipt.

6. Termination

Either Client may terminate this representation at any time. The Firm reserves the right to withdraw from representation as permitted or required by the Rules of Professional Conduct.

Please indicate your agreement to these terms by signing below.

Sincerely,

[Attorney Name]
[Law Firm Name]

Agreed and Accepted:

[Client A Name]
By: _____
Title: _____
Date: _____

[Client B Name]
By: _____
Title: _____
Date: _____