

[Law Firm Name]
[Address Line 1]
[Address Line 2]
[Date]

[Client 1 Name]
[Address]

[Client 2 Name]
[Address]

Re: Engagement for Joint Legal Representation - Project [Project Name/Transaction Title]

Dear [Contact Persons],

This letter confirms that [Law Firm Name] (the "Firm") has been asked to represent both [Client 1] and [Client 2] (collectively, the "Clients") in connection with the proposed [Type of Transaction, e.g., merger, acquisition, or asset sale] involving [Target Company/Counterparty].

1. Scope of Services

The Firm will provide legal services related to the negotiation, documentation, and closing of the Transaction. This includes [due diligence, drafting purchase agreements, regulatory filings, etc.].

2. Joint Representation and Potential Conflicts

The Clients have requested that the Firm represent them jointly. While the Clients currently share a common interest in completing the Transaction, their interests may not be identical. Potential conflicts could arise regarding [allocation of proceeds, indemnification obligations, or post-closing governance]. By signing this letter, both Clients waive any current or potential conflicts of interest arising from this joint representation.

3. Sharing of Information and Confidentiality

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 Transaction may be shared with the other Client. However, the Firm will maintain confidentiality against third parties as required by professional conduct rules.

4. Withdrawal in Case of Dispute

If a conflict arises between the Clients that cannot be resolved, the Firm may be required to withdraw from representing one or both Clients. In such an event, the Clients agree that the Firm may continue to represent [Client Name] if permitted by ethical rules.

5. Fees and Billing

Fees will be charged based on [hourly rates / fixed fee / etc.]. The Clients shall be [jointly and severally liable for payment / responsible for fees in the following proportion: % / %]. Detailed invoices will be provided monthly.

6. Termination

Either Client may terminate this engagement at any time upon written notice. The Firm reserves the right to withdraw from representation subject to ethical obligations and court rules.

Please confirm your agreement to these terms by signing and returning the enclosed copy of this letter.

Sincerely,

[Attorney Name]
[Law Firm Name]

Agreed and Accepted:

For [Client 1 Name]:

Signature: _____
Name/Title: _____
Date: _____

For [Client 2 Name]:

Signature: _____
Name/Title: _____
Date: _____