Date: [Insert Date]

To: [Buyer Name] and [Seller Name]

RE: Conflict of Interest Waiver - Dual Representation in Asset Purchase Agreement

Dear [Buyer Name] and [Seller Name],

This letter confirms that [Law Firm/Broker Name] (the "Firm") has been requested to represent both [Name of Buyer] (the "Buyer") and [Name of Seller] (the "Seller") in connection with the sale and purchase of certain assets (the "Transaction").

1. Disclosure of Conflict
The Firm's representation of both parties creates a conflict of interest under professional ethics rules. The interests of a Buyer and a Seller are inherently adverse, particularly regarding purchase price, warranties, indemnification, and liability limits.

2. Nature of Dual Representation
In this capacity, the Firm will not advocate for one party over the other. Instead, the Firm will act as a facilitator to document the terms agreed upon by both parties. The Firm cannot provide independent legal advice to either party that would be detrimental to the other.

3. Confidentiality
In a dual representation, there is no expectation of confidentiality between the parties. Any information provided by the Buyer or Seller relating to the Transaction may be shared with the other party.

4. Risks
The risks of dual representation include, but are not limited to:
- The lack of an independent advocate to negotiate the best possible terms for you.
- The possibility that the Firm may have to withdraw entirely if a dispute arises that cannot be resolved amicably.

5. Waiver and Consent
By signing below, you acknowledge that you have been advised of the risks and have had the opportunity to seek independent legal counsel regarding this waiver. You hereby waive any conflict of interest arising from this dual representation and authorize the Firm to proceed.

Agreed and Accepted:

____
[Buyer Name/Authorized Signatory]
Date:

____
[Seller Name/Authorized Signatory]
Date:

____
[Firm Name/Representative]
Date: