

CONFLICT OF INTEREST WAIVER FOR DUAL REPRESENTATION

Date: [Insert Date]

TO: [Name of Buyer] ("Buyer")

AND TO: [Name of Seller] ("Seller")

RE: Proposed Acquisition of [Name of Target Company/Business Assets]

1. Nature of Representation

[Name of Firm/Agency] ("Representative") has been requested to act as the representative for both the Buyer and the Seller in connection with the transaction described above (the "Transaction").

2. Disclosure of Conflict

Representative hereby discloses that a conflict of interest exists because the interests of the Buyer and the Seller are inherently adverse. The Buyer typically seeks the lowest price and broadest protections, while the Seller typically seeks the highest price and limited post-closing liability.

3. Limitations of Dual Representation

By representing both parties, Representative cannot:

- Advocate for one party to the detriment of the other.
- Provide independent legal or financial advice that favors one side.
- Keep information provided by one party confidential from the other party regarding the Transaction.

4. Waiver

The Buyer and the Seller, having been advised of the potential risks and the right to seek independent counsel, hereby waive any conflict of interest arising from the dual representation by Representative. The parties agree that Representative may facilitate the Transaction and prepare necessary documentation based on the mutual instructions of both parties.

5. Termination

Either party may terminate this dual representation at any time, at which point Representative may be required to withdraw from representing both parties in this Transaction.

6. Acknowledgment

By signing below, the parties acknowledge they have read this waiver and voluntarily consent to the dual representation.

Buyer:

Signature
[Print Name/Title]

Seller:

Signature
[Print Name/Title]

Representative:

Signature
[Print Name/Title]