[Date]

[Seller Name]
[Seller Address]

[Buyer Name]
[Buyer Address]

RE: Conflict of Interest Waiver - Dual Representation for Stock Transfer

Dear [Seller Name] and [Buyer Name],

This letter confirms that you have requested **[Law Firm/Professional Name]** ("Consultant") to represent both the Buyer and the Seller in connection with the transfer of **[Number]** shares of **[Company Name]** (the "Transaction").

1. Disclosure of Conflict: Under professional ethical rules, a conflict of interest exists when a professional represents two parties with potentially opposing interests in the same transaction. The Seller typically seeks the highest price and most restrictive terms, while the Buyer seeks the lowest price and the most favorable warranties.

2. Limited Scope: In this dual representation, Consultant will act as a facilitator to document the terms agreed upon by both parties. Consultant cannot advocate for one party over the other or negotiate on behalf of one party against the other.

3. Confidentiality: Because Consultant is representing both parties, there is no expectation of confidentiality between the parties. Any information provided by the Seller regarding this transaction may be shared with the Buyer, and vice versa.

4. Right to Independent Counsel: Each party acknowledges that they have the right to be represented by separate, independent legal counsel. By signing this waiver, you choose to forego that right for this specific Transaction.

5. Withdrawal: If a dispute arises between the Buyer and the Seller that cannot be resolved, Consultant will be required to withdraw from representing either party in this matter.

By signing below, you acknowledge that you have read this waiver, understand the risks associated with dual representation, and voluntarily consent to Consultant representing both parties in this stock transfer.

Sincerely,

[Your Name/Firm Name]

AGREED AND ACCEPTED:

____
[Seller Signature]
Date:

____
[Buyer Signature]
Date: