CROSS-BORDER TRANSACTION: CONFLICT DISCLOSURE AND WAIVER OF DUAL REPRESENTATION

Date: [Insert Date]

To:
[Buyer Name / Company Name]
[Buyer Address]
[Buyer Country]

And To:
[Seller Name / Company Name]
[Seller Address]
[Seller Country]

Re: Transaction regarding [Description of Assets/Shares/Property]

Dear Parties,

This letter serves to confirm that [Law Firm/Agency Name] ("the Firm") has been requested to represent both the Buyer and the Seller (collectively, "the Parties") in connection with the cross-border transaction described above.

1. Disclosure of Conflict
The Firm acknowledges that the interests of a Buyer and a Seller in a commercial transaction are inherently adverse. Potential conflicts may arise regarding purchase price, warranties, indemnities, choice of law, and jurisdictional tax implications. Under standard professional conduct rules, a firm typically cannot represent both sides of a contested negotiation.

2. Nature of Representation
The Parties have requested that the Firm act as joint counsel/intermediary to facilitate the closing of this transaction. The Firm will assist in drafting documentation and coordinating the transfer of funds and titles across borders, but will not advocate for one party over the other.

3. Confidentiality
In a dual representation, there is no expectation of confidentiality between the Parties. Any information provided by the Buyer regarding this transaction may be shared with the Seller, and vice-versa. However, attorney-client privilege will still be maintained against third parties.

4. Withdrawal
Should a dispute arise between the Buyer and the Seller that cannot be resolved through amicable negotiation, the Firm will be required to withdraw from representing both Parties. In such an event, each party will need to retain independent legal counsel at their own expense.

5. Waiver and Consent
By signing below, the Parties acknowledge that they have been advised of the risks associated

with dual representation. The Parties hereby waive any conflict of interest arising from this joint representation and instruct the Firm to proceed.

For the Buyer:

Signature: ___________________________
Name/Title: [Print Name]
Date: [Insert Date]

For the Seller:

Signature: ___________________________
Name/Title: [Print Name]
Date: [Insert Date]

For the Firm:

Signature: ___________________________
Name/Title: [Print Name]
Date: [Insert Date]