

Date: [Date]

To:

[Name of Seller]

[Address of Seller]

And To:

[Name of Buyer]

[Address of Buyer]

RE: Conflict of Interest Waiver - Purchase and Sale of [Description of Intellectual Property]

Dear [Seller Name] and [Buyer Name],

This letter confirms that [Law Firm/Attorney Name] ("Firm") has been requested to represent both [Seller Name] ("Seller") and [Buyer Name] ("Buyer") in connection with the sale and transfer of certain intellectual property rights, specifically [Identify IP, e.g., Patent No. X, Trademark Y, or Software Z] (the "Transaction").

1. Disclosure of Potential Conflict

Under professional conduct rules, a lawyer generally cannot represent two clients whose interests are adverse. In this Transaction, the Seller's goal is typically to maximize the price and limit future liabilities, while the Buyer's goal is to minimize the price and maximize the scope of the rights and warranties received. These positions are inherently conflicting.

2. Nature of Dual Representation

If the Firm represents both parties, we cannot advocate for one party over the other. We will act as a scrivener and facilitator to document the terms agreed upon by both parties. We will not provide independent legal advice to either party regarding the fairness of the price or the business risks of the Transaction.

3. Confidentiality

In a dual representation, there is no "attorney-client privilege" between the two parties. Any information provided by the Seller relating to this Transaction may be shared with the Buyer, and vice versa. However, the Firm will continue to protect this information from third parties.

4. Withdrawal

Should a dispute arise between the Seller and the Buyer during this Transaction that cannot be resolved, the Firm will be required to withdraw from representing both parties. In such an event, both parties will need to retain separate, independent legal counsel at their own expense.

5. Recommendation of Independent Counsel

The Firm strongly advises both the Seller and the Buyer to consult with independent legal counsel before signing this waiver and the Transaction documents.

6. Consent and Waiver

By signing below, you acknowledge that you have read this disclosure, understand the risks of dual representation, and voluntarily waive any conflict of interest to allow the Firm to represent both parties in this Transaction.

Sincerely,

[Name of Attorney]

[Name of Law Firm]

ACKNOWLEDGED AND AGREED:

SELLER:

Signature: _____

Name: [Name of Seller Representative]

Date: _____

BUYER:

Signature: _____

Name: [Name of Buyer Representative]

Date: _____