

CONFLICT WAIVER AND CONSENT

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This Conflict Waiver and Consent (this "**Waiver**") is made as of [EFFECTIVE DATE] by [CLIENT LEGAL NAME], of [CLIENT ADDRESS] (the "**Client**"), in favor of [PROFESSIONAL OR FIRM LEGAL NAME], of [FIRM ADDRESS] (the "**Professional**"). The Client and the Professional are each a "**Party**" and together the "**Parties**."

Recitals. The Professional has identified an actual or potential conflict of interest arising from the matter described below and has disclosed it to the Client. Under the professional and ethical rules that apply to the Professional, a conflict of this kind may be undertaken or continued only with the affected client's informed consent, confirmed in writing. The Client wishes to consent to the Professional's continued engagement notwithstanding the disclosed conflict, on the terms set out in this Waiver. The Parties therefore agree as follows.

1. The Matter and the Disclosed Conflict

1.1 The Matter. This Waiver concerns the Professional's engagement on the following matter (the "**Matter**"): [DESCRIBE THE MATTER OR ENGAGEMENT].

1.2 Nature of the conflict. The Professional has disclosed the following actual or potential conflict of interest (the "**Conflict**"): [DESCRIBE THE CONFLICT PLAINLY — e.g., the Professional also represents or has a relationship with another client, party, or interest that is, or may become, adverse to or in tension with the Client's interests in the Matter].

1.3 Other affected party. The other person, client, or interest involved in the Conflict is [NAME OR DESCRIPTION OF THE OTHER PARTY / "as described above"] (the "**Other Party**").

1.4 Timing. The Conflict [EXISTS NOW / IS REASONABLY FORESEEABLE / AROSE ON [DATE]], and the Professional disclosed it to the Client on [DISCLOSURE DATE].

2. Disclosure and Material Risks

2.1 Full disclosure. The Professional has explained to the Client the existence and nature of the Conflict and the reasonably foreseeable ways the Conflict could affect the Professional's representation of, or services to, the Client.

2.2 Material risks. The Client acknowledges that the Professional has explained the material risks of consenting to the engagement despite the Conflict, which may include, without limitation: (a) that the Professional's duty of loyalty to the Client may be affected by competing duties to the Other Party; (b) that the Professional may be limited in the positions it can take, the arguments it can make, or the advice it can give; (c) that the Professional may be required to withdraw from representing one or all affected parties if the Conflict worsens; and (d) that confidential information sharing and privilege may be affected as described in Section 4.

2.3 Reasonable alternatives. The Professional has informed the Client of the reasonably available alternatives to consenting, which may include declining the engagement, engaging separate or independent counsel or

another provider, or limiting the scope of the Professional's services. The Client has had the opportunity to consider these alternatives.

2.4 Opportunity for independent advice. The Client acknowledges that it has had the opportunity to seek the advice of independent counsel of its own choosing before signing this Waiver, and **[HAS DONE SO / HAS KNOWINGLY DECLINED TO DO SO]**.

3. Informed Consent and Waiver

3.1 Consent. Having considered the disclosure and the material risks, the Client knowingly and voluntarily consents to the Professional undertaking or continuing the engagement on the Matter notwithstanding the Conflict.

3.2 Waiver. The Client waives any objection to the Professional's continued engagement that is based on the Conflict as disclosed, and agrees not to seek the Professional's disqualification from the Matter on the basis of the disclosed Conflict, to the extent permitted by applicable law and the rules governing the Professional.

3.3 Scope of waiver. This Waiver extends only to the Conflict as disclosed in Section 1. It does not waive any conflict that is materially different from the one disclosed, and it does not relieve the Professional of its duty to disclose new or materially changed conflicts as they arise.

3.4 No waiver of competent representation. Nothing in this Waiver releases the Professional from its obligation to provide competent, diligent services to the Client, or waives any claim arising from the Professional's failure to do so.

4. Confidentiality and Information Sharing

4.1 Protection of confidences. The Professional will continue to protect the Client's confidential information and will not use or disclose it to the Other Party except as the Client separately authorizes or as required by law or professional rules.

4.2 Information screens. The Parties **[AGREE / DO NOT AGREE]** that the Professional will implement the following measures to protect confidential information in connection with the Conflict: **[DESCRIBE ANY SCREEN, WALL, OR INFORMATION-HANDLING ARRANGEMENT, OR STATE "NONE"]**.

4.3 Joint representation caution. If the engagement involves the Professional acting for more than one client on the Matter, the Client understands that information shared with the Professional may not be privileged as between the jointly represented clients, and that a later dispute among them could limit the Professional's ability to continue for any of them.

5. Conditions and Limitations on the Engagement

5.1 Conditions. The Client's consent is subject to the following conditions: **[LIST ANY CONDITIONS — e.g., the Professional will not advise the Client on matters directly adverse to the Other Party, or the Professional will withdraw on [EVENT], OR STATE "NONE"]**.

5.2 Limited scope. The Professional's services under this engagement are limited to the Matter and do not extend to advising the Client on the Conflict itself, on whether to grant this Waiver, or on any dispute between the Client and the Other Party, except as separately agreed in writing.

5.3 Future adverse matters. This Waiver **[DOES / DOES NOT]** include the Client's advance consent to the Professional representing the Other Party in future matters not substantially related to the Matter, subject to applicable professional rules. Any advance consent is effective only to the extent permitted by those rules.

6. Withdrawal and Termination

6.1 Withdrawal of consent. The Client may withdraw its consent at any time by written notice to the Professional. Withdrawal does not by itself unwind actions properly taken in reliance on the consent before the Professional received the notice.

6.2 Effect of withdrawal. If the Client withdraws consent, or if the Conflict becomes non-consentable or unworkable, the Professional may be required to withdraw from the Matter, from representing the Other Party, or from both, in accordance with applicable professional rules.

6.3 Continuing obligations. The Professional's duties of confidentiality and loyalty with respect to information already received survive any withdrawal or termination of the engagement.

7. Acknowledgments

7.1 Understanding. The Client acknowledges that it has read this Waiver, that it understands the Conflict and the material risks of consenting, and that its consent is informed, knowing, and voluntary.

7.2 No duress. The Client acknowledges that it is signing this Waiver of its own free will and not as a result of any threat, coercion, or undue influence.

7.3 Not legal advice from the Professional. The Client understands that the Professional's explanation of the Conflict is a disclosure required by professional rules and is not independent legal advice about whether the Client should sign this Waiver.

7.4 Reliance. The Professional may rely on a signed, electronic, scanned, or facsimile copy of this Waiver to the same extent as the original.

8. General Provisions

8.1 Governing law and rules. This Waiver is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and is subject to the professional and ethical rules that govern the Professional in the relevant jurisdiction. Where those rules impose stricter requirements than this Waiver, the rules control.

8.2 Severability. If any provision of this Waiver is found unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be limited or modified to the minimum extent necessary to make it enforceable.

8.3 Entire agreement; amendment. This Waiver is the entire agreement of the Parties on the subject of the disclosed Conflict and supersedes prior discussions on that subject. It may be amended only by a writing signed by both Parties.

8.4 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

IN WITNESS WHEREOF, the Parties have executed this Conflict Waiver and Consent as of the Effective Date.

CLIENT

PROFESSIONAL / FIRM

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: **[TITLE OR N/A]**

Title: **[TITLE]**

Date: _____

Date: _____

If the engagement affects another client or party whose consent is also required, that party should sign a separate, comparable waiver.

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