

CONFLICT WAIVER (CURRENT CLIENT—MATERIAL LIMITATION)

Re: **[Matter Name / File Number]**

Dear **[Client Contact Name]**:

We write regarding our current representation of you, **[Client Legal Name]** (the “Client”), in connection with **[current matter description]** (the “Current Matter”). We have been asked to represent, or continue representing, **[Other Client Name]** in connection with **[other matter description]** (the “Other Matter”). Although you and **[Other Client Name]** are not directly adverse in the sense of being on opposite sides of the same dispute, the Other Matter may nevertheless create a conflict of interest because our responsibilities to **[Other Client Name]** (or to a third party) may materially limit our ability to represent you in the Current Matter. Because this situation presents a conflict of interest under applicable rules of professional conduct, we may proceed only if you provide informed written consent as described below.

1. Material Limitation Conflict

The potential material limitation arises because **[describe, factually and neutrally, the circumstances giving rise to the limitation—e.g., the firm’s representation of Other Client in related transactions, negotiations, regulatory matters, strategy discussions, or other matters in which positions, advice, or actions could affect the Client’s interests]**. As a result, there may be circumstances in which our representation of you could be constrained by duties we owe to **[Other Client Name]** (or to another person or entity), including duties of confidentiality, loyalty, or limitations on our ability to take certain positions, pursue certain strategies, or negotiate certain outcomes for you.

2. Scope of the Requested Waiver

If you consent, the firm will be permitted to: (a) continue representing you in the Current Matter; and (b) represent, or continue to represent, **[Other Client Name]** in the Other Matter, notwithstanding the material-limitation conflict described in this letter. This waiver is limited to the conflict and matters described here and does not constitute a general or advance waiver of other conflicts.

3. Foreseeable Consequences, Risks, and Limitations

You understand and agree that a material limitation conflict can create significant limitations, including that:

- (a) the firm may be required to limit advocacy for you in certain respects (for example, by refraining from making certain arguments, seeking certain relief, pursuing certain strategies, or taking positions) if doing so would violate duties owed to **[Other Client Name]** or another person or entity;
- (b) the firm may be required to refrain from using or disclosing confidential information of **[Other Client Name]** to you, and likewise may be unable to share with **[Other Client Name]** information learned from you that is confidential to you;
- (c) the firm’s professional judgment may be affected, or be perceived to be affected, by the existence of the Other Matter, even though the firm will endeavor to exercise independent judgment and represent you competently and diligently; and
- (d) in some circumstances, the conflict may become non-consentable or otherwise prohibited

by a court, tribunal, contract, insurer, or applicable ethics rules, and the Firm may be required to withdraw from representing you, **[Other Client Name]**, or both of you (even if withdrawal would impose delay, cost, or inconvenience).

4. Confidentiality and Information Barriers

We will continue to protect your confidential information in accordance with our professional obligations.

The firm will not use or disclose your confidential information in representing **[Other Client Name]**, and will not use or disclose **[Other Client Name]**'s confidential information in representing you. You understand that our separate confidentiality obligations may limit what we can share with you about the Other Matter, and may limit what we can share with **[Other Client Name]** about the Current Matter.

5. Alternatives and Opportunity to Consult Independent Counsel

You may (i) decline consent; (ii) consent subject to mutually agreed limitations (for example, limiting the firm's role in the Other Matter or in the Current Matter, limiting the waiver to specified issues or phases, or implementing additional safeguards); and/or (iii) consult independent counsel. We encourage you to consult independent counsel and to take whatever time it reasonably needs to consider this request and ask questions.

6. Client Consent

By signing below, you confirm that you have read and understand this disclosure; have had the opportunity to ask questions and obtain any additional information reasonably necessary to make an informed decision; have been advised of the right to consult independent counsel (and either has done so or voluntarily chosen not to do so); and knowingly and voluntarily consent to the firm's representations described above, notwithstanding the material-limitation conflict.

Sincerely,

[Law Firm Name]

By: _____

Name: **[Attorney Name]**

Title: **[Title]**

CONSENTED AND AGREED:

[Client Legal Name]

By: _____

Name: **[Name]**

Title: **[Title]**

Date: _____

[If Client is an individual:]

Signature: _____

Printed Name: _____

Date: _____