**Conflict of Interest Information, Waiver and Informed Consent**

[This Excerpt should be modified to fit your particular situation and inserted into a well-prepared engagement letter. It can also be a stand alone document provided all clients and the accountant execute it.]

During the course of rendering these services to you, **[Client 1 Name]**, our firm will also be rendering services to **[Client 2 Name]**. This letter will discuss certain ramifications of our firm’s proposed concurrent representation of both you and **[Client 2 Name]**. You have the opportunity to have your own Certified Public Accountant or legal representative review and advise you on all matters related to the services, including this letter, prior to signing the acknowledgment that this letter contains.

Rendering services to both you and **[Client 2 Name]** at the same time presents a potential conflict of interest. **[Describe the potential conflict of interest and its consequences** suggestion - You are proceeding through a divorce, which could lead to a situation wherein you two have differing interests.**]**. The potential conflict of interest arises because your interests could become actually adverse to **[Client 2 Name]**’s interests in the future. Therefore, our firm must perform its services in a manner furthering both of your interests, cannot favor one party to the detriment of the other, and cannot negotiate on behalf of either party with the other party.

Based upon both parties’ current cooperation and the preexisting relationship of the parties, we feel that our firm’s concurrent representation of both parties presents no actual conflict of interest and that as accountants and advisors, our firm can adequately represent both parties’ interests.

Should an actual conflict of interest arise in the future, our firm will promptly apprise both of you of any such actual conflict so that you can jointly decide how to resolve the conflict and/or whether you wish to obtain separate representation. Further, if you become aware of an actual conflict of interest, you agree to inform our firm of that actual conflict immediately.

By signing below, you acknowledge that (1) the potential conflict of interest has been fully disclosed to you; (2) you understand and acknowledge the potential conflict of interest as described; and (3) you consent to the concurrent representation subject to the potential conflict of interest as disclosed.

**[Client 1 and Client 2]** acknowledge and agree that communications between **[firm]** and either or both of you concerning our work will be treated by us as confidential and not disclosed to anyone other than the two of you (or your designees) without your consent or as otherwise provided by law. **[Client 1 and Client 2]** both acknowledge and agree that whatever communications or information **[firm]** receives from any one concerning the work we are to perform, may be shared with each of you as we deem appropriate. In particular, if we receive material information about any one of you from any source, including the other, that we believe the other should have in order to make decisions regarding your individual interests, we will give you that information.

**[Client 1 and Client 2]** acknowledge and agree that there exists the possibility that a conflict of interest may arise in the course of this engagement. **[Client 1 and Client 2]** acknowledge and agree that in the event a conflict of interest arises regarding the joint engagement, then we may withdraw from the engagement by one or both of you and may continue to represent the other client. In such event, the conflicted client understands that he/she would be responsible for obtaining his/her own accountant.

**[Client 1 and Client 2]** acknowledge and agree that if **[firm]** withdraws from serving as accountant to one of you, we may continue to serve as accountant for the other remaining client, even if such representation is contrary to the interests or wishes of the former client. Moreover, in the unlikely event that our services become an issue in litigation between you, you each understand that our advice to you and our prior communications with each of you during the joint representation may not be shielded from disclosure in such litigation.

Finally, both of you acknowledge that, because of the nature of the engagement and the potential for a conflict of interest, **[firm]** shall not be considered in a fiduciary relationship with either of you.

We look forward to working with you and enjoying a mutually beneficial relationship.