Conflict of Interest & Hold Harmless Agreement

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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We have, in the past, been engaged by you and your estranged/former spouse to prepare your joint income tax returns and possibly other work as agreed upon. You have both requested that our firm continue to provide these services to both of you despite the fact that the two of you are in the process of marital dissolution or have completed the process and are fully divorced.

A potential conflict of interest inherently exists in this situation due to the pending dissolution of your marriage. In preparing the tax return(s) or providing other additional services for each of you, there may be situations in which one party will be benefited and the other will be negatively affected. Notwithstanding these actual/potential conflicts of interest, we reasonably believe we can provide competent representation for both of you objectively and are not legally prohibited from continuing joint representation. We will not provide the requested services without both of your written consents.

By signing this document, you are agreeing to allow us to share information with (former spouse’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as necessary to provide the services requested. If we become aware of such conflicts, we are required to disclose the consequences of such tax strategies to both of you and it will be up to you both to agree in writing as to how we will proceed. If no agreement can be reached between the parties, our firm will disengage from providing such services to both of you and you will each be responsible for paying our fees for any services provided up to the time of disengagement.

In addition, once your divorce is completed, there may be deductions which you shared during marriage that only one of you is able to deduct going forward. We cannot share information between the two of you to determine who can claim which deduction. We cannot determine for you who should claim specific deductions. If both of you try to take the same deduction, we cannot refer to your ex-spouse’s tax return to determine if you are eligible for the deduction. It is up to you to determine if you are eligible to claim a deduction and prove such eligibility through receipts, court papers, and any other necessary documents. Examples of such deductions might be mortgage interest, property taxes, or dependent exemptions and credits.

Your signature below is acknowledgement that you understand the scope of our engagement and have had the opportunity to discuss any potential conflicts of interest with us. You acknowledge and consent to joint representation knowing of the actual/potential conflicts of interest as described above that may arise out of the joint representation and do not object to our representation of (former spouse’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. You agree that (Your Name or Firm Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will not be held liable for any tax, penalty, or interest liabilities arising from any position taken on a tax return as a result of one or both of you claiming deductions and credits you are ineligible for.

We will retain a copy of this signed/dated waiver for at least 36 months from the date of the conclusion of our representation of both parties affected by this waiver. Please feel free to contact us with any questions. You may want to review this issue with your personal counsel before signing this waiver.

I have read and understand the above information and agree to waive any conflict of interest resulting from the continued engagement of any of the professionals at (Your Name or Firm Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. and agree to hold harmless (Your Name or Firm Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for any services rendered during this engagement.

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Client Signature Date