

JOINT DEFENSE AGREEMENT

Parties: _____

Recitals:

WHEREAS, the Parties desire to enter into a joint defense agreement to coordinate their defense and legal strategy in connection with certain legal matters; and WHEREAS, the Parties intend to share information and work collaboratively while maintaining the confidentiality and privilege of such shared information.

1. Purpose and Scope

This Agreement establishes the terms and conditions under which the Parties agree to share information, cooperate in legal matters, and maintain confidentiality to facilitate their joint defense efforts.

2. Definitions

For purposes of this Agreement, "Confidential Information" means any and all information disclosed by any Party to the others that is related to the legal matters described herein, including documents, communications, analyses, and strategies.

3. Confidentiality and Privilege

All Confidential Information exchanged between the Parties under this Agreement shall be maintained in strict confidence and shall be protected by the attorney-client privilege and work product doctrine to the maximum extent permitted by law.

4. Use of Information

Confidential Information shall be used solely for the purposes of the joint defense and may not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law or court order.

5. No Waiver

Nothing in this Agreement shall be construed as a waiver of any applicable privilege or protection, and the Parties agree to take all reasonable steps to preserve such privileges.

6. Term

This Agreement shall remain in effect until the conclusion of the legal matters for which the Parties have joined in defense, or until terminated by mutual written agreement of the Parties.

7. Termination

Any Party may terminate this Agreement upon written notice to the other Parties. Termination shall not affect the Parties' obligations with respect to Confidential Information disclosed prior to termination.

8. No Joint Representation

The Parties acknowledge and agree that this Agreement does not create an attorney-client relationship between any of the Parties and that each Party retains its own counsel.

9. No Admission

Nothing disclosed or shared under this Agreement shall be construed as an admission of liability, fault, or wrongdoing by any Party.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles.

11. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in _____ County, _____, pursuant to the rules then in effect of the American Arbitration Association.

12. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations and understandings.

13. Amendments

This Agreement may be amended only by a written instrument executed by all Parties.

14. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

15. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

16. Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or emailed with confirmation of receipt to the addresses provided by the Parties.

17. No Waiver of Rights

The failure of any Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's rights under this Agreement or applicable law.

18. Independent Counsel

Each Party acknowledges that it has had the opportunity to consult with independent legal counsel regarding this Agreement and enters into it voluntarily.

19. Cooperation

The Parties agree to cooperate fully and to do all things necessary to carry out the purpose and intent of this Agreement.

20. Signatures

The Parties have executed this Agreement through their duly authorized representatives as of the date first written above.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

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