[Law Firm Letterhead]

[Date]

[Addressee Name]
[Addressee Address]
[City, State, Zip Code]

Re: Legal Opinion - Choice of Law and Jurisdiction Clauses

Dear [Name],

We have acted as special legal counsel to [Company Name], a [Jurisdiction] corporation (the "Company"), in connection with the review of the [Name of Agreement] dated [Date] (the "Agreement") between the Company and [Counterparty Name].

In connection with this opinion, we have examined the Agreement, specifically Section [Number], which stipulates that the laws of [Governing Jurisdiction] shall govern the Agreement and that the courts of [Venue/Jurisdiction] shall have jurisdiction over any disputes arising thereunder.

Based upon the foregoing and subject to the qualifications set forth below, it is our opinion that:

1. **Choice of Law:** The designation of [Governing Jurisdiction] law as the governing law of the Agreement is valid and enforceable under the laws of [Opinion Giver's Jurisdiction].
2. **Submission to Jurisdiction:** The submission by the parties to the jurisdiction of the courts of [Venue/Jurisdiction] is valid and binding.
3. **Enforceability:** A judgment obtained in the courts of [Venue/Jurisdiction] would be recognized and enforceable by the courts of [Opinion Giver's Jurisdiction] without re-examination of the merits, subject to standard public policy exceptions.

Our opinion is subject to the following qualifications:

- We express no opinion as to laws other than the laws of [Opinion Giver's Jurisdiction].
- Enforcement may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally.
- Enforcement is subject to general principles of equity and public policy requirements.

This letter is furnished to you solely for your benefit in connection with the Agreement and may not be relied upon by any other person or for any other purpose without our prior written consent.

Very truly yours,

[Signature]
[Name of Partner]
[Law Firm Name]