

[Law Firm or Financial Advisory Name]
[Address Line 1]
[Address Line 2]
[City, State, Zip Code]

[Date]

[Name of Client CEO/Board Chair]
[Target Company Name]
[Address Line 1]
[Address Line 2]

Re: Engagement for Hostile Takeover Defense Services

Dear [Name],

This letter confirms the engagement of [Firm Name] ("the Firm") by [Target Company Name] ("the Company") to provide legal and strategic advisory services in connection with a potential or unsolicited acquisition proposal by [Offeror Name, if known, or "Third Party"].

1. Scope of Services

The Firm will assist the Company with the following:

- Evaluating the unsolicited bid or threat.
- Developing and implementing defensive strategies (e.g., Shareholder Rights Plans/Poison Pills).
- Preparing Board of Directors communications and fiduciary duty briefings.
- Managing regulatory filings and litigation related to the takeover attempt.
- Negotiating with the offeror or seeking alternative "White Knight" transactions.

2. Fees and Expenses

The Company agrees to pay the Firm as follows:

- **Retainer:** A non-refundable retainer of \$[Amount] payable upon execution.
- **Hourly Rates:** Professional fees based on current hourly rates for partners and associates.
- **Success Fee:** In the event the hostile bid is successfully defeated or a superior transaction is closed, a fee of \$[Amount] or [%] shall be paid.
- **Costs:** Reimbursement for all out-of-pocket expenses including travel, filing fees, and research.

3. Term and Termination

This engagement begins on the date of signature. Either party may terminate this agreement upon written notice. The Company remains responsible for all fees and expenses incurred up to the date of termination.

4. Confidentiality

The Firm will maintain the confidentiality of all non-public information provided by the Company in accordance with professional conduct standards.

5. Conflicts of Interest

The Firm has conducted a conflict check and confirms that no existing representations prevent us from acting on the Company's behalf in this matter.

Please acknowledge your acceptance of these terms by signing below.

Sincerely,

[Name of Lead Partner/Advisor]

[Title]

[Firm Name]

Accepted and Agreed:

For and on behalf of [Target Company Name]:

Signature: _____

Name: [Name of Authorized Signatory]

Title: [Title]

Date: [Date]