

[Date]

[Name of Recipient]  
[Title/Managing Partner]  
[Target Law Firm Name]  
[Address Line 1]  
[City, Country]

**RE: Non-Binding Letter of Intent Regarding the Acquisition of [Target Law Firm Name]**

Dear [Recipient Name],

This Letter of Intent ("Letter") outlines the preliminary terms and conditions under which [Acquiring Firm Name] ("Buyer") proposes to acquire 100% of the issued and outstanding capital stock of [Target Law Firm Name] ("Target"), an international law firm organized under the laws of [Jurisdiction].

**1. Purchase Price and Structure:** The proposed purchase price for the shares is [Amount/Currency]. The transaction shall be structured as a stock acquisition to ensure the continuity of legal licenses, client contracts, and international operations.

**2. Payment Terms:** The consideration shall be paid as follows:

- [Percentage]% in cash upon closing.
- [Percentage]% via equity swap into the Buyer's partnership structure.
- [Percentage]% as a performance-based earn-out over [Number] years.

**3. Due Diligence:** Upon execution of this Letter, the Buyer will commence a comprehensive due diligence review, including but not limited to financial records, client portfolios, cross-border regulatory compliance, professional liability history, and employment agreements.

**4. Continuity of Practice:** It is the intent of the Buyer to retain the Target's key partners and staff. New employment and partnership agreements shall be negotiated as a condition of the closing.

**5. Exclusivity:** For a period of [Number] days following the signing of this Letter, the Target agrees not to solicit or engage in negotiations with any other party regarding a sale or merger.

**6. Confidentiality:** Both parties agree to keep the existence and terms of this Letter, as well as all shared data, strictly confidential.

**7. Non-Binding Nature:** Except for the provisions regarding Exclusivity and Confidentiality, this Letter is a statement of intent and does not create a legally binding obligation to complete the transaction.

**8. Governing Law:** This Letter shall be governed by and construed in accordance with the laws of **[Jurisdiction]**.

If these terms are acceptable, please sign and return the enclosed copy of this Letter by **[Expiration Date]**.

Sincerely,

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**[Name of Authorized Signatory]**  
**[Title]**  
**[Acquiring Firm Name]**

**Agreed and Accepted:**

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**[Name of Target Signatory]**  
**[Title]**  
**[Target Law Firm Name]**