

[Date]

[Sender Name]

[Sender Title]

[Sender Company Name]

[Address]

[Recipient Name]

[Recipient Title]

[Recipient Company Name]

[Address]

RE: Letter of Intent for Joint Venture Formation (Corporate Mergers & Tax Law Services)

Dear [Recipient Name],

This Letter of Intent ("LOI") outlines the preliminary understanding and intent between [Company A Name] and [Company B Name] (collectively, the "Parties") to form a Joint Venture focused on providing specialized legal and consultancy services in the fields of Corporate Mergers, Acquisitions, and International Tax Law.

1. Purpose and Scope

The Parties intend to combine their respective expertise to offer comprehensive transaction advisory services, including due diligence, structural tax planning, regulatory compliance, and post-merger integration strategies.

2. Proposed Structure

The Joint Venture shall be established as a new legal entity [e.g., LLC or Partnership] named [Proposed JV Name]. Ownership interest is proposed to be [Percentage]% for [Company A] and [Percentage]% for [Company B].

3. Contributions

[Company A] shall contribute [Description of assets, capital, or staff].

[Company B] shall contribute [Description of assets, capital, or staff].

4. Governance and Management

The Joint Venture will be governed by a Management Committee consisting of representatives from both Parties. Key decisions regarding legal liability and tax filings will require unanimous consent.

5. Confidentiality

The Parties agree to maintain strict confidentiality regarding all proprietary information, client lists, and trade secrets shared during the negotiation and operation of the Joint Venture.

6. Due Diligence

Following the execution of this LOI, both Parties will have a period of [Number] days to conduct financial, legal, and tax due diligence.

7. Non-Binding Nature

Except for the provisions regarding Confidentiality and Due Diligence, this letter is a statement of intent and does not create a legally binding obligation. A formal Joint Venture Agreement will be drafted and executed upon successful completion of negotiations.

8. Exclusivity

For a period of [Number] days, neither party shall enter into negotiations with third parties for a similar partnership in the specified sectors.

If the terms outlined above are acceptable, please sign and return a copy of this letter.

Sincerely,

[Sender Signature]

[Sender Printed Name]

[Company A Name]

Accepted and Agreed:

[Recipient Signature]

[Recipient Printed Name]

[Company B Name]

Date: _____