

**[Date]**

**[Recipient Name]**

[Recipient Title]

[Parent Company Name]

[Address]

**RE: Non-Binding Letter of Intent regarding the Spin-off and Series A Investment in [NewCo Name]**

Dear [Recipient Name],

This Letter of Intent ("LOI") outlines the proposed terms under which **[Investor Name]** ("Investor") intends to lead a Series A investment round in a new legal operations entity, **[NewCo Name]** ("Company"), to be spun off from **[Parent Company Name]** ("Parent").

### **1. Transaction Structure**

The Parent will transfer all intellectual property, software assets, customer contracts, and dedicated personnel related to its legal operations unit into the Company. Following the spin-off, the Investor will purchase Preferred Stock in the Company.

### **2. Valuation and Investment Amount**

The Investor proposes a pre-money valuation of \$[Amount]. The Investor intends to invest \$[Amount] as part of a total Series A round of \$[Total Round Amount].

### **3. Use of Proceeds**

Capital will be used for scaling the Company's independent infrastructure, expanding sales and marketing teams, and further product development of the legal operations platform.

### **4. Governance**

The Board of Directors will consist of [Number] members: [Number] designated by Parent, [Number] designated by Investor, and the CEO of the Company.

### **5. Intellectual Property and Transition Services**

Parent will provide a Transition Services Agreement (TSA) for a period of [Number] months to ensure operational continuity. All relevant IP will be assigned to the Company free and clear of encumbrances.

### **6. Due Diligence**

This proposal is subject to the completion of legal, financial, and technical due diligence to the satisfaction of the Investor.

### **7. Exclusivity and Confidentiality**

The Parent agrees to a period of exclusivity for [Number] days from the signing of this LOI. Both parties agree to keep the terms of this LOI confidential.

**8. Non-Binding Nature**

Except for sections 7 and 8, this letter is a non-binding expression of intent and does not constitute a legal obligation to complete the transaction.

If these terms are acceptable, please sign below.

Sincerely,

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**[Investor Name]**

Agreed and Accepted:

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**[Parent Company Name]**