

[Date]

[Client Name 1]

[Address]

[City, State, Zip]

[Client Name 2]

[Address]

[City, State, Zip]

RE: Engagement for Joint Venture Formation and Structuring

Dear [Name of Contact Persons],

This letter confirms the engagement of [Firm Name] (the "Firm") to provide legal and advisory services regarding the formation and structuring of a joint venture between [Client Name 1] and [Client Name 2] (collectively, the "Parties").

1. Scope of Services

The Firm will assist in the following matters:

- Advising on the legal structure of the joint venture (e.g., LLC, Corporation, Partnership).
- Drafting and negotiating the Joint Venture Agreement and related formation documents.
- Assisting with governance structures, management rights, and capital contribution requirements.
- Reviewing tax implications and regulatory compliance requirements.
- Preparing ancillary agreements (e.g., Intellectual Property licenses, Service Agreements).

2. Fees and Billing

Our fees for these services will be based on [insert billing method: e.g., hourly rates / a flat fee of \$_____]. Out-of-pocket expenses such as filing fees, travel, and research costs will be billed separately. Invoices will be issued [Monthly/Bi-weekly] and are payable within [Number] days of receipt.

3. Conflict of Interest and Joint Representation

The Parties acknowledge that the Firm is representing both [Client Name 1] and [Client Name 2] in the formation of this venture. This joint representation requires full disclosure and waiver of potential conflicts of interest. Should a material dispute arise between the Parties, the Firm may be required to withdraw from representing both Parties.

4. Confidentiality

The Firm will maintain the confidentiality of all information provided during this engagement, subject to the rules of professional conduct and the necessity of sharing information between the Parties for the purpose of the engagement.

5. Termination

Either party may terminate this engagement at any time upon written notice. In the event of termination, the Parties remain responsible for all fees and expenses incurred up to the date of termination.

Please indicate your acceptance of these terms by signing and returning a copy of this letter.

Sincerely,

[Authorized Signature]

[Firm Name]

Acknowledged and Agreed:

For [Client Name 1]

Date: _____

For [Client Name 2]

Date: _____