

[Law Firm Name]
[Address Line 1]
[Address Line 2]

[Date]

[Client Name / PE Fund Name]
[Client Address]
Attn: [Contact Person]

Re: Engagement for Legal Advisory Services - Project [Project Name/Target Company]

Dear [Contact Person],

This letter confirms the terms upon which [Law Firm Name] ("the Firm") will provide legal services to [Client Name] ("the Client") in connection with the proposed acquisition of [Target Company Name] (the "Transaction").

1. Scope of Services

The Firm will provide the following legal services:

- Conducting legal due diligence on the Target Company.
- Structuring the acquisition and financing arrangements.
- Drafting, reviewing, and negotiating the Stock Purchase Agreement (SPA) or Asset Purchase Agreement (APA).
- Negotiating equity commitment letters and debt financing documentation.
- Advising on corporate governance and management equity incentives.
- Closing mechanics and post-closing integration filings.

2. Fees and Billing

Our professional fees will be based on the following: [Select One: Hourly Rates / Fixed Success Fee / Capped Fee]. Expenses and disbursements (filing fees, travel, data room costs) will be billed at cost. Invoices will be issued monthly and are payable within [Number] days.

3. Staffing

The engagement will be led by [Partner Name]. Supporting associates and specialists (Tax, ERISA, IP) will be utilized as required by the complexity of the Transaction.

4. Conflicts of Interest

The Firm has conducted a conflict check and, based on the information provided, no existing conflicts prevent us from representing the Client in this Transaction. The Client acknowledges that the Firm represents other private equity sponsors and financial institutions in unrelated matters.

5. Confidentiality

The Firm will maintain the confidentiality of all non-public information provided by the Client or the Target Company in accordance with applicable professional conduct rules.

6. Termination

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

7. Governing Law

This agreement shall be governed by the laws of [Jurisdiction/State].

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

Sincerely,

[Partner Signature]

[Partner Name]

[Law Firm Name]

Accepted and Agreed:

Signature: _____

Name: [Authorized Signatory Name]

Title: [Title]

Date: _____