

[Law Firm Name]
[Address]
[City, State, Zip Code]
[Country]

[Date]

[Client Name]
[Client Address]
[City, State, Zip Code]
[Country]

Re: Engagement Letter for Legal Services - Project [Project Name/Target Entity]

Dear [Contact Person Name],

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 or merger involving [Target Company Name] located in [Target Country].

1. Scope of Services

The Firm will provide legal advice and representation regarding the following:

- Cross-border legal and regulatory due diligence.
- Drafting and negotiation of the primary transaction documents (SPA/APA/Merger Agreement).
- Structuring advice regarding [Jurisdiction A] and [Jurisdiction B] legal requirements.
- Coordination with local counsel in foreign jurisdictions.
- Assistance with regulatory filings, including antitrust and foreign investment approvals.
- Closing and post-closing integration legal support.

2. Staffing and Local Counsel

[Lead Partner Name] will be the partner in charge of this matter. As this is a cross-border transaction, we may engage foreign legal counsel in [Target Country] on your behalf. These firms will bill separately, or their fees will be passed through as disbursements, subject to your prior approval.

3. Fees and Billing

Our professional fees will be based on the hourly rates of the attorneys and paralegals assigned to the matter.

- Partners: [Rate]
- Associates: [Rate]
- Paralegals: [Rate]

Invoices will be issued monthly and are payable within [Number] days of receipt. An initial retainer of [Amount] is required before work commences.

4. Expenses and Disbursements

The Client will reimburse the Firm for out-of-pocket expenses, including travel, translation services, filing fees, and international communication costs.

5. Conflicts of Interest

Based on the information provided, we have conducted a conflict check and have found no current conflicts. Should a conflict arise during the transaction, we will notify you immediately.

6. Data Privacy and Confidentiality

The Firm will maintain the confidentiality of all non-public information. Given the cross-border nature of this work, the Client consents to the transfer of data across international borders as necessary to execute the scope of services.

7. Governing Law

This engagement letter and any dispute arising from it shall be governed by the laws of [Jurisdiction/State] and the courts of [Jurisdiction] shall have exclusive jurisdiction.

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

Sincerely,

[Name of Partner]
For [Law Firm Name]

Acknowledge and Agreed:

[Name of Client Representative]
[Title]
Date: [Date]