

**[Law Firm Letterhead]**

[Date]

[Name of CEO/Board Chair]

[Company Name]

[Address]

[City, State, Zip]

**Re: Engagement for Strategic Defense and Takeover Advisory Services**

Dear [Name],

This letter confirms the engagement of [Law Firm Name] (the "Firm") by [Company Name] (the "Company") to provide legal counsel and strategic advisory services in connection with [Name of Hostile Entity/Potential Acquirer] or other unsolicited takeover attempts.

**1. Scope of Services**

The Firm will provide the following services:

- Review and analysis of unsolicited proposals or tender offers.
- Evaluation and implementation of defensive measures (e.g., Shareholder Rights Plans).
- Advise the Board of Directors on fiduciary duties and "Revlon/Unocal" duties.
- Representation in litigation related to takeover attempts.
- Preparation of Schedule 14D-9 and other regulatory filings.
- Coordination with financial advisors and proxy solicitors.

**2. Staffing**

[Lead Partner Name] will be the primary attorney responsible for this matter, assisted by associates and specialists in M&A, tax, and regulatory law as required.

**3. Fees and Billing**

Services will be billed based on [hourly rates / a fixed retainer of \$\_\_\_\_\_]. Out-of-pocket expenses including filing fees, travel, and research will be invoiced monthly. An initial evergreen retainer of \$\_\_\_\_\_ is required upon execution of this letter.

**4. Conflicts of Interest**

The Firm has conducted a conflict check and determined that no current conflicts prevent this representation. The Company acknowledges that the Firm may represent other clients in unrelated matters provided no direct adversity exists regarding this specific mandate.

**5. Confidentiality**

The Firm will maintain strict confidentiality regarding all non-public information provided by the Company, subject to attorney-client privilege and applicable professional conduct rules.

**6. Termination**

Either party may terminate this engagement at any time upon written notice, subject to the Company's obligation to pay for services rendered through the date of termination.

Please indicate your acceptance of these terms by signing and returning the enclosed copy.

Sincerely,

[Signature of Partner]

[Typed Name of Partner]

[Law Firm Name]

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**Agreed and Accepted:**

For [Company Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_