

[Date]

[Name of Chairperson]
Chairperson of the Special Committee of the Board of Directors
[Company Name]
[Address]
[City, State, Zip Code]

Re: Engagement for Legal Representation of the Special Committee

Dear [Name of Chairperson],

This letter confirms the engagement of [Law Firm Name] (the "Firm") to act as independent legal counsel to the Special Committee (the "Committee") of the Board of Directors of [Company Name] (the "Company").

1. Scope of Engagement

The Committee has engaged the Firm to provide legal advice and representation in connection with [describe specific transaction or investigation, e.g., the evaluation of a potential acquisition proposal by XYZ Corp]. Our services will include attending meetings, reviewing documents, conducting legal due diligence, and negotiating definitive agreements on behalf of the Committee.

2. Client Relationship

Our sole client in this matter is the Special Committee. We do not represent the Company, its management, or any individual directors who are not members of the Committee. Our duties are owed exclusively to the Committee to ensure independent and impartial legal guidance.

3. Fees and Billing

Our fees will be based on the hourly rates of the attorneys and paralegals assigned to this matter. Current rates are as follows:

- [Partner Name]: \$[Rate]/hour
- [Associate Name]: \$[Rate]/hour

The Company will be responsible for the payment of all legal fees and out-of-pocket expenses incurred by the Committee, as authorized by the Board resolutions establishing the Committee.

4. Conflicts of Interest

The Firm has conducted a conflict check and, to our knowledge, there are no existing conflicts that would prevent us from representing the Committee independently. Should any potential conflict arise during the course of this engagement, we will notify the Committee immediately.

5. Confidentiality and Privilege

All communications between the Firm and the Committee are protected by the attorney-client privilege. We will maintain the strict confidentiality of all non-public information provided to us in the course of this representation.

6. Termination

The Committee may terminate this engagement at any time for any reason. The Firm also reserves the right to withdraw from representation as permitted by the applicable rules of professional conduct.

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

Sincerely,

[Your Name]
[Partner/Title]
[Law Firm Name]

Agreed and Accepted:

[Name of Chairperson], Chair of the Special Committee
Date: _____