

[Date]

[Client Name]

[Client Address]

[City, State, Zip Code]

Attn: [Contact Person Name]

Re: Financial Advisory Engagement Letter

Dear [Name],

This letter confirms the agreement between [Advisory Firm Name] ("Advisor") and [Client Name] ("Company") regarding the engagement of Advisor to act as the exclusive financial advisor in connection with a potential Transaction (as defined below).

1. Scope of Services

Advisor will provide financial advisory services including, but not limited to:

- Reviewing the Company's financial condition and operations.
- Identifying and contacting potential counterparties.
- Assisting in the preparation of marketing materials and information memorandums.
- Assisting in negotiations and structuring the Transaction.
- Coordinating due diligence processes.

2. Transaction Definition

For purposes of this agreement, a "Transaction" shall mean any merger, consolidation, sale of assets, sale of equity interests, or other business combination involving the Company.

3. Fees and Expenses

In consideration for the services provided, the Company agrees to pay:

- **Retainer Fee:** A non-refundable fee of \$[Amount] payable upon execution of this letter.
- **Success Fee:** A fee equal to [Percentage]% of the Aggregate Consideration of the Transaction, payable upon closing.
- **Expenses:** Reimbursement for reasonable out-of-pocket expenses incurred by Advisor.

4. Term and Termination

This engagement will begin on the date hereof and continue for [Number] months. Either party may terminate this agreement with [Number] days' written notice. If a Transaction is completed within [Number] months after termination with a party introduced by Advisor, the Success Fee remains payable.

5. Confidentiality

Advisor will keep all non-public information provided by the Company confidential and will use it solely for the purpose of performing the services described herein.

6. Indemnification

The Company agrees to indemnify and hold harmless Advisor against certain liabilities arising out of the engagement, as detailed in the attached Indemnification Schedule.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of [State/Country].

Please confirm your agreement to the terms above by signing below.

Sincerely,

[Advisory Firm Representative Name]

[Title]

[Advisory Firm Name]

Accepted and Agreed:

[Client Representative Name]

[Title]

[Date]