

[Date]

Dear Sirs,

## **PROPOSAL FOR LEGAL SERVICES**

We are pleased to set out below our proposal for the services set out in Section 2 below.

### **1. Background**

[describe proposal briefly]

### **2. Scope of Legal Services**

Principally, our legal services will involve the following:-

[set out the scope of services]

### **3. Personnel**

Our lawyers who will be principally responsible for providing the legal services referred to above, are as follows:

- (1) [Name of Lawyer] — [Partner];
- (2) [Name of Lawyer] — [Senior Associate];
- (3) [Name of Lawyer] — [Associate].

### **4. Proposed Fee Structure**

#### **Fee estimate**

- 4.1 In respect of the scope of work described in Section 2 above, our fees are estimated at RM[\*] to RM[\*] or alternatively, time cost at the hourly rate of RM[\*].
- 4.2 Please note that the above fee estimates are exclusive of service tax and disbursements to be incurred in the course of our work, including, where applicable, company searches, winding up/bankruptcy/trademark searches (all of which will be charged on a full reimbursement basis), facsimile and courier charges and other incidental expenses.

## **5. Billing and Payment**

- 5.1 We require our fees to be settled within [fourteen (14)] days of our invoices being rendered. We reserve the right to issue our invoices at such amounts as and when we deem fit for the stage of completion of work, subject to our fee estimate.
- 5.2 We require an initial payment of RM[\*] being initial disbursements to defray expenses to be incurred, such as fees for conducting company searches, winding up searches and other expenses e.g. transport/travelling costs.

## **6. Withdrawal and Termination**

### Cancellation of Transaction

- 6.1 If the transaction is cancelled or terminated for any reason whatsoever, subject always to Section 5 above, the professional fees will be charged for work done or deliverables provided by us up to the date of our receipt of a notice of cancellation or termination from you.

### Termination by You

- 6.2 You may terminate our engagement at any time by notifying us of the termination in writing. If you terminate our engagement, you will pay us promptly for all fees for services rendered and for all costs incurred prior and up to the date of our receipt of your written notice of termination.

### Termination by Us

- 6.3 We may terminate our engagement at any time by giving you reasonable notice.
- 6.4 We also reserve the right to terminate our engagement if you fail to honour the terms of the engagement as set forth in this letter or for any reason as required by applicable ethical or legal restrictions. We also reserve the right to terminate our engagement if our invoices are not paid within the time frame set out in Section 5.1 or our requests for payments to account or disbursements are not received within a reasonable time frame. We will notify you in writing if we withdraw from this engagement.
- 6.5 Upon our termination of this engagement, you will pay us promptly for all services we have rendered and all other costs incurred as set forth above prior and up to the date that we notify you of termination.

**7. Governing Law and Jurisdiction**

This letter and all matters arising from or connected with it are governed by Malaysian law. Any disputes relating thereto shall be determined by the courts of Malaysia which shall have exclusive jurisdiction.

If our proposal is acceptable, kindly confirm your acceptance of the same by signing and returning a copy of this letter.

Yours faithfully,

I/We, [Name], hereby confirm our acceptance of the proposal on the terms and conditions set out above.

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Name:

Designation:

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**WARRANT TO ACT**

I/We, \_\_\_\_\_ (NRIC No: \_\_\_\_\_) hereby agree to engage the services of \_\_\_\_\_ on the terms and conditions set out above and hereby grant to your firm my Warrant to Act for me/our company in connection with legal proceedings relating to the above stated matter.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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Name:

(Company Seal)