Sample Engagement Letter

FORPROSPECTIVECLIENTREVIEW

This document is a redacted sample of the firm's standard engagement letter, provided for review by prospective clients prior to initiating contact. It illustrates the structure, scope, and standard terms on which the firm typically accepts engagements. Actual engagement letters are tailored to the specific matter, client, and scope agreed at the outset of any mandate.

MATTER REFERENCE	[OJR/2026/XXXX]
CLIENT	[Client name]
ENGAGEMENT TYPE	[Advisory / Transactional / Disputes / Regulatory]
LEAD PARTNER	[Partner name], Esq.
DATE	[DD MMMM YYYY]

Salutation

Dear [Client Principal],

Thank you for considering O.J | Richards + Co. to act on the matter referenced above. Following our preliminary discussions and our completion of conflict-of-interest checks, we are pleased to confirm the basis on which the firm will act, subject to the terms set out in this letter.

1. Scope of Engagement

The firm has been engaged to advise on [brief description of matter]. The scope of the engagement comprises the following:

- [Service component 1 — e.g., regulatory analysis of proposed transaction structure]
- [Service component 2 — e.g., drafting and negotiation of principal transaction documents]
- [Service component 3 — e.g., coordination with foreign counsel where applicable]
- [Service component 4 — e.g., engagement with relevant Nigerian regulators]

Matters outside this scope will not be undertaken without a written extension of engagement. We will notify the client promptly if circumstances arise that require scope expansion, together with an updated fee estimate.

2. Fees and Billing

The firm's fee structure for this engagement is as follows:

Fee basis: [Hourly rates / Fixed fee / Capped fee / Hybrid]

Estimated total fees: ■[X,XXX,XXX] (excluding disbursements and applicable taxes)

Billing cadence: Monthly, in arrears. Invoices payable within thirty (30) days of issue.

Where the engagement is on an hourly basis, the firm's prevailing hourly rates apply. Rates are reviewed annually and the client will be notified of any change before it takes effect on this matter. Disbursements (including filing fees, courier costs, travel expenses, and the fees of any third-party experts engaged with the client's approval) are billed at cost.

Applicable taxes — including Value Added Tax at the prevailing Nigerian rate — are added to all fees and disbursements as required by Nigerian law.

3. Conflict of Interest

The firm has conducted a conflict-of-interest check in respect of this engagement and has identified no conflict that would preclude the firm from acting. Should circumstances change such that a conflict arises during the course of the engagement, the firm will notify the client immediately and discuss appropriate steps in accordance with the Rules of Professional Conduct in the Legal Profession.

4. Confidentiality and Privilege

All communications between the firm and the client in connection with this engagement are protected by legal professional privilege under Nigerian law. The firm will treat all information received from the client as confidential and will not disclose it to third parties except:

• as instructed or authorised by the client;

• as required by law, court order, or regulatory authority of competent jurisdiction;

• as necessary for the conduct of the engagement, including with third-party experts engaged with the client's approval;

• as required by the firm's professional obligations, including under anti-money laundering and counter-terrorism financing rules.

5. Data Protection

The firm processes personal data in the conduct of the engagement strictly in accordance with the Nigeria Data Protection Act 2023 and the firm's data protection policy. The client is referred to the firm's Privacy Policy for full details. Where the engagement requires the firm to process personal data on behalf of the client, the firm acts as data processor and the client as data controller, subject to the data processing terms set out in Schedule A.

6. Communications

Routine communications will be conducted by email through the lead partner and designated team members. Where matters require greater security, communications will be encrypted or conducted through the firm's client portal. The client should not transmit highly sensitive information to the firm using unencrypted email; the firm will provide secure transmission options on request.

7. Use of External Counsel and Experts

Where the matter requires expertise outside the firm's principal practices, or where foreign law is implicated, the firm may recommend the engagement of external counsel or other experts. Such engagements will be made only with the client's prior approval, and the fees of external counsel will be billed to the client directly or passed through as disbursements, as agreed.

8. Term and Termination

This engagement commences on the date countersigned below and continues until completion of the matter or earlier termination by either party in accordance with this clause. Either party may terminate the engagement by written notice. Upon termination, the client remains liable for fees and disbursements incurred up to the effective date of termination. The firm's professional obligations of confidentiality and continued cooperation in the transfer of files to successor counsel survive termination.

9. Limitation of Liability

The firm carries professional indemnity insurance in accordance with the requirements of the Nigerian Bar Association. The firm's aggregate liability to the client in respect of any single matter is limited to the lesser of (a) the limits of the firm's professional indemnity insurance, or (b) [■XXX million / amount agreed]. This limitation does not apply to liability for fraud, dishonesty, or any liability that cannot lawfully be limited.

10. Governing Law and Disputes

This engagement letter and the engagement it governs are subject to the laws of the Federal Republic of Nigeria. Any dispute arising from or in connection with this engagement shall first be referred to good-faith negotiation between the principals. If unresolved within thirty (30) days, the dispute shall be submitted to arbitration in Abuja under the Arbitration and Mediation Act 2023, before a sole arbitrator agreed between the parties or, failing agreement, appointed by the Lagos Court of Arbitration.

11. Acceptance

If the terms of this engagement are acceptable, please countersign a copy of this letter and return it to the firm. The engagement will be deemed accepted upon receipt of the countersigned letter, or upon the client providing instructions in connection with the matter following receipt of this letter — whichever is earlier.

We thank you for the opportunity to act on this matter and look forward to a productive engagement.

Yours faithfully,

[Lead Partner], Esq.	**[Client signatory]**
Lead Partner	[Title]
O.J | Richards + Co.	[Client name]

Schedule A — Data Processing Terms

This Schedule sets out the data processing terms applicable where the firm processes personal data on behalf of the client in the conduct of the engagement.

Subject matter: Provision of legal advisory services described in the main engagement letter.

Duration: For the duration of the engagement and any post-engagement file retention period.

Nature and purpose: Processing necessary for the provision of legal services, including review, analysis, drafting, and communication.

Categories of data: Personal data of client personnel, counterparties, and third parties relevant to the matter.

Data subjects: Client personnel, counterparties, witnesses, and other individuals connected to the matter.

Sub-processors: The firm may engage sub-processors (including IT service providers and document management services) under appropriate written agreements that impose data protection obligations equivalent to those in this Schedule. A current list of sub-processors is available on request.

Cross-border transfers: Personal data may be transferred outside Nigeria only where the recipient jurisdiction offers adequate protection or where appropriate safeguards (such as standard contractual clauses or binding corporate rules) are in place.

Security measures: The firm implements appropriate technical and organisational measures, including encryption in transit, access controls, secure document management, and regular security reviews.

Breach notification: The firm will notify the client of any personal data breach affecting the client's data without undue delay, and in any event within seventy-two (72) hours of becoming aware of the breach.

Return or deletion: Upon termination of the engagement, the firm will return or delete personal data in accordance with its file retention policy and applicable professional obligations.

End of Sample

This sample illustrates the firm's typical engagement structure. Actual letters are tailored to each specific mandate. To discuss a potential engagement, contact the firm at counsel@ojrichards.law or +234 (0) 9 270 2700.