

Letter of intent

LETTER OF INTENT

[LETTER DATE]

[RECIPIENT NAME]

[RECIPIENT TITLE]

[RECIPIENT COMPANY NAME]

[RECIPIENT ADDRESS]

Dear [RECIPIENT NAME],

This Letter of Intent ("LOI") sets forth the principal terms and conditions under which [YOUR COMPANY NAME] ("Buyer/Investor") intends to [acquire / invest in / enter into a partnership with] [TARGET COMPANY NAME] ("Company").

1. PROPOSED TRANSACTION

Buyer proposes to [acquire 100% of the outstanding equity interests of / invest \$[INVESTMENT AMOUNT] in / enter into a joint venture with] the Company on the terms set forth herein.

Proposed Purchase Price / Investment Amount: \$[INVESTMENT AMOUNT]

Structure: [Asset purchase / Stock purchase / Membership interest purchase / Investment for equity]

2. DUE DILIGENCE

Following execution of this LOI, Buyer shall conduct a due diligence review of the Company's financial, legal, operational, and regulatory affairs for a period of [DUE DILIGENCE DAYS] days ("Due Diligence Period"). The Company shall provide Buyer with reasonable access to all requested documents and personnel.

3. EXCLUSIVITY

During the Due Diligence Period and for [EXCLUSIVITY DAYS] days thereafter, the Company agrees not to solicit, negotiate, or enter into any agreement with any other party regarding the sale, transfer, or financing of the Company or its assets ("Exclusivity Period").

4. CONFIDENTIALITY

Both Parties agree to keep the existence and terms of this LOI strictly confidential and not to disclose them to any third party without the prior written consent of the other Party.

5. NON-BINDING NATURE

This LOI is non-binding and is intended solely to express the Parties' mutual intent to negotiate in good faith toward a definitive agreement. Neither Party shall be legally obligated to consummate the proposed transaction until a definitive agreement is fully executed.

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Exception: Sections 3 (Exclusivity) and 4 (Confidentiality) shall be binding upon the Parties.

6. EXPIRATION

This LOI shall expire on [EXPIRATION DATE] unless extended by mutual written agreement of the Parties.

SUBMITTED BY:

Signature: _____

Name: [SUBMITTER NAME]

Title: [SUBMITTER TITLE]

Date: [SUBMITTER SIGNATURE DATE]

AGREED AND ACCEPTED:

Signature: _____

Name: [ACCEPTOR NAME]

Title: [ACCEPTOR TITLE]

Date: [ACCEPTOR SIGNATURE DATE]