



Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Target Business: \_\_\_\_\_

### Confidentiality

This Letter of Intent is subject to the execution of a mutually agreeable Non-Disclosure Agreement.

Purchase Price: \_\_\_\_\_

Proposed Price: \_\_\_\_\_

### Structure

☐ Asset Purchase ☐ Stock Purchase ☐ Other: \_\_\_\_\_

### Earn-Out / Contingent Payments

Details: \_\_\_\_\_

### Closing Conditions

- ☐ Financing approval
- ☐ Satisfactory due diligence
- ☐ Execution of definitive Purchase Agreement

### Exclusivity

Seller agrees not to solicit or negotiate with other parties for a period of \_\_\_\_\_ days.

### Non-Binding Provisions

Except for Section 1 (Confidentiality) and Section 6 (Exclusivity), this Letter of Intent is non-binding.

### Governing Law

This LOI shall be governed by the laws of \_\_\_\_\_.

### Next Steps

Upon acceptance, parties will commence due diligence and negotiate the definitive Purchase Agreement.