

[insert date] ("Effective Date")

[insert legally bound party and address]

Re: Letter of Intention

Dear [insert contact],

This is a letter of intention for the [insert abbreviation for your company] regarding the execution of definitive, final and

The Agreements shall include a [insert summary of potential transaction]

The Parties agree to execute, the Agreements by and through their respective legal representatives. In the event that the Agreements are not executed, the Parties shall not engage in further negotiations immediately following the Effective Date until the Termination Date. Neither Party shall discuss with any other party regarding the Transaction.

myself ("Company") and [insert your company] ("insert parties") who intend to negotiate towards potential business opportunities ("insert opportunities").

This is in connection with a transaction ("Transaction") whereby [insert]

the Parties intend to reach final agreement of the terms of, and to execute, the Agreements by and through their respective legal representatives ("Termination Date"). In the event that the Agreements are not executed, either Party shall be free to cease negotiations immediately following the Termination Date. During the period from the Effective Date until the Termination Date, either Party shall solicit, discuss, negotiate or agree with any other party regarding the Transaction.

The Parties understand and agree that in no event shall the failure of the Transaction create any liability for either Party. Both Parties shall be bound by the terms of any

PREVIEW

1. [insert proposed terms]

Except for the third paragraph, this Letter of Intention does not constitute a binding commitment with respect to the Transaction. It shall result only upon their execution and delivery of the Agreements. No past or future action, course of conduct, or failure to act related to the Transaction will give rise to or serve as the basis for a claim. This LOI represents the entire understanding between the Parties and supersedes all prior representations, negotiations and agreements, whether written or oral. Neither Party shall assign or attempt to assign its rights hereunder. Any assignment shall be void. The Parties consent to personal jurisdiction in the State of [insert applicable state law] and both Parties agree to resolve any disputes in [insert place of litigation of disputes].

[insert general terms]

This Letter of Intention is not intended to, and does not, create a legal or binding commitment as to the Transaction. A binding commitment as to the Transaction will only be created if and to the extent provided therein. No past or future action, course of conduct, or failure to act related to the Transaction will give rise to or serve as the basis for a claim. This LOI represents the entire understanding between the Parties and supersedes all prior representations, negotiations and agreements, whether written or oral. Neither Party shall assign or attempt to assign its rights hereunder. Any assignment shall be void. The Parties consent to personal jurisdiction in the State of [insert applicable state law] and both Parties agree to resolve any disputes in [insert place of litigation of disputes].

The undersigned agree to the terms and conditions set forth in the Agreements above:

The undersigned agree to the terms and conditions set forth in the Agreements above:

[insert your company]

Name: \_\_\_\_\_

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

[insert other company]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

