

FROM / PARTY A

TITLE

DATE

ORGANIZATION

PHONE

EMAIL

SENDER ADDRESS

TO / PARTY B

TITLE / DEPARTMENT

ORGANIZATION

RECIPIENT ADDRESS

RE:

Dear

This Letter of Intent (the “LOI”) records our current understanding of a possible transaction. The proposed transaction terms are nonbinding; only provisions expressly identified as Binding below create obligations.

LOI EXPIRATION

TARGET SIGNING / CLOSING

PROPOSED TRANSACTION**NONBINDING**

The parties intend to negotiate a possible transaction on the preliminary terms below. These terms express present intent only and do not require either party to complete it.

PROPOSED TRANSACTION / ASSETS / SERVICES / RELATIONSHIP

PROPOSED PRICE / VALUE

PAYMENT STRUCTURE

KEY CONDITIONS / APPROVALS

DUE DILIGENCE AND DEFINITIVE AGREEMENT**NONBINDING**

Any transaction remains subject to satisfactory due diligence, internal and third-party approvals, and negotiation and execution of mutually acceptable definitive agreements. Either party may stop negotiations unless a Binding provision below states otherwise.

EXPECTED DUE-DILIGENCE SCOPE / CONDITIONS

EXPECTED DEFINITIVE AGREEMENTS / APPROVALS

ADDITIONAL PROPOSED TERMS**NONBINDING**

ADDITIONAL NONBINDING TRANSACTION TERMS

CONFIDENTIALITY**BINDING**

The parties will keep nonpublic information received for evaluating the transaction confidential, use it only for that evaluation, disclose it only to representatives with a need to know and similar duties, and return or destroy it on request, subject to legal retention duties and the exclusions stated below.

CONFIDENTIALITY TERM

EXCLUSIONS / PRIOR NDA

EXCLUSIVITY**BINDING**

During the exclusivity period, the party identified below will not solicit, encourage, or negotiate a competing transaction of the stated type, except as expressly permitted.

PARTY BOUND BY EXCLUSIVITY

EXCLUSIVITY PERIOD

SCOPE, COMPETING TRANSACTIONS & EXCEPTIONS

ACCESS AND COSTS**BINDING**

Each party will provide only the agreed evaluation access, subject to reasonable security, privacy, privilege, and operational limits. Each party bears its own costs unless the allocation below states otherwise.

ACCESS, DATA-ROOM, SITE-VISIT & CONTACT RULES

COSTS, FEES & EXPENSE ALLOCATION

GOVERNING LAW AND ANNOUNCEMENTS**BINDING**

The Binding provisions are governed by the law stated below. Neither party will issue a public announcement about the proposed transaction without the other party's written consent, except where disclosure is legally required.

GOVERNING STATE / JURISDICTION

NOTICE CONTACT

EFFECT OF THIS LOI

Except for Confidentiality, Exclusivity, Access and Costs, Governing Law, and No Public Announcement, this LOI is nonbinding. No other obligation arises unless and until the parties sign definitive agreements. The Binding provisions survive expiration for their stated periods.

ACKNOWLEDGMENT

By signing, each party acknowledges the nonbinding nature of the proposed transaction terms and agrees to be bound only by provisions expressly labeled "Binding" in this LOI.

PARTY A SIGNATURE

PARTY B SIGNATURE