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[Note: This Letter of Intent should

head of <<Party 1>>]

Where Party 1 is a company

<<insert the full company name

e address>>

OR

Where Party 1 is a sole trader

<<insert full name of sole trader  
business name, and add princip

followed by sole trader's

To: Where Party 2 is a company

<<insert name of Managing

<<Insert full company name

<<Insert registered office a

OR

Where Party 2 is a sole tra

<<insert name of sole trade

<<insert "trading as" follow

<<Insert principal office ad

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Party 1 sends this LOI to Party 2>>

Dear Sir/Madam,

**Re: Letter of Intent ("LOI") relat**

saction

This LOI relates to a Proposed T  
company][me] ("Us/We"). If you a  
date the enclosed copy of this LOI  
Our above address.

ur company][you] ("You") and [our  
following, please countersign and  
and then return that copy to Us at

1. In this LOI, the following ex

ving meanings:

**"Agreement"** means  
below;

contract, as referred to in 5

**"Party"** means

**"Proposed  
Transaction"** means  
the dat  
Agreem  
transac  
docume  
> contain  
conditio  
matters

the transaction concluded after  
You and Us entering into an  
description of the proposed  
to be subsequently fully  
> containing all of the terms,  
other content of and all other  
on.

2. [Except for 10 below, this  
binding on You or Us.

ed to be, and will not be, legally

3. We and You have discusse  
Transaction, but have yet  
other points relating to or c

ssues and/or terms of a Proposed  
te, draft and agree those and all  
ansaction.

4. As at the date of this LOI  
Proposed Transaction, an  
Agreement comprising all  
Transaction.

to discuss, negotiate and agree a  
y binding contract in writing an  
nd other content of that Proposed

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5. We and You agree that [said Agreement expressly stating that it is intended to be an Agreement between You and Us relating to the Proposed Transaction] You and Us as a contract.

Agreement coming into existence and Us will amount to an agreement or transaction which is legally binding on

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6. We and You agree and acknowledge that [said statement or representation] no oral or written understanding or agreement (whether or not made in 10 below), no oral or written (whether or not made in 10 below), shall be of any effect in relation to the Proposed Transaction unless and until it is agreed and

no oral or written (whether or not made in 10 below), shall be of any effect in relation to the Proposed Transaction unless and until it is agreed and

7. We and You currently intend to continue negotiations, and then sign an Agreement. You nor We shall have any liability to the other if You or We give notice to the other to terminate any discussions.

continue negotiations, and then sign an Agreement. You nor We shall have any liability to the other if You or We give notice to the other to terminate any discussions.

8. At any time, either We or You, in our sole discretion, and without in writing, may terminate any discussions. This LOI shall thereupon cease to have effect.

At any time, either We or You, in our sole discretion, and without in writing, may terminate any discussions. This LOI shall thereupon cease to have effect.

9. Any Agreement entered into between You and Us, from the date of this LOI until such Agreement comes into effect, shall be subject to the terms of this LOI.

Any Agreement entered into between You and Us, from the date of this LOI until such Agreement comes into effect, shall be subject to the terms of this LOI.

10. Notwithstanding any provision to the contrary in any Agreement between You and Us, You and We (and any other Party) each undertake to the other that if that other in its discretion discloses to you any Confidential Information in consideration of that other's agreement to provide information or material or to supply goods or services to you or to its suppliers of that other which is Confidential Information ("Confidential Information"), you shall not use or disclose that Confidential Information for any purpose other than the Proposed Transaction, and you shall not use or disclose that Confidential Information in connection with the Proposed Transaction, discussion, negotiation or agreement of the Proposed Transaction, or in connection with the Proposed Transaction.

Notwithstanding any provision to the contrary in any Agreement between You and Us, You and We (and any other Party) each undertake to the other that if that other in its discretion discloses to you any Confidential Information in consideration of that other's agreement to provide information or material or to supply goods or services to you or to its suppliers of that other which is Confidential Information ("Confidential Information"), you shall not use or disclose that Confidential Information for any purpose other than the Proposed Transaction, and you shall not use or disclose that Confidential Information in connection with the Proposed Transaction, discussion, negotiation or agreement of the Proposed Transaction, or in connection with the Proposed Transaction.

11. If at any time either You or We disclose to the other any Confidential Information provided or made available to you or us, you shall promptly return that Confidential Information to the other and it shall also be deemed to have been returned to the other.

If at any time either You or We disclose to the other any Confidential Information provided or made available to you or us, you shall promptly return that Confidential Information to the other and it shall also be deemed to have been returned to the other.

12. This LOI, and the discussions and negotiations between You and Us in connection with the Proposed Transaction, shall be governed by, and construed in accordance with, the law of England and Wales.

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13. Any dispute, controversy, claim, action, suit, proceeding, demand, or other legal matter arising out of or in connection with this LOI or the Proposed Transaction shall be referred to and determined by the courts of England and Wales.

Any dispute, controversy, claim, action, suit, proceeding, demand, or other legal matter arising out of or in connection with this LOI or the Proposed Transaction shall be referred to and determined by the courts of England and Wales.

Yours faithfully,  
(signed) .....

[<<Insert name of Managing Director>>  
Managing Director  
for and on behalf of  
<<Full company name>>]

OR

[<<Insert full name of sole trader>>  
trading as <<Insert business name>>]

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On copy:

To: <<Full company name>>

**OR** <<Sole trader's full name>>

We accept and agree to the conten

(signed) .....

[<<Insert name of Managing Direc

Managing Director

for and on behalf of

<<Full company name>>]

**OR**

[<<Insert full name of sole trader>>  
trading as <<Insert business name

Dated: <<Insert date when the cop >>

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