



**Letter of Intent
(Acquisition – All Shares of a Company)**

- IDENTIFICATION OF THE PARTIES
- PREAMBULE

***PART I: PROVISIONS RELATING TO THE
PROPOSED TRANSACTION***

- PURPOSE
- CONSIDERATION
 - Purchase Price
 - Determination of the Purchase Price
 - Allocation of the Purchase Price
 - Terms and Conditions of Payment
- PRE-CLOSING PERIOD
 - Due Diligence Review of the Company
 - Preparation of Audited Financial Statements
 - Ordinary Course of Business of the Company
 - Necessary Approvals
 - Conditions Precedent to the Proposed Transaction
- FINAL AGREEMENT AND CLOSING
 - Escrow of Part of the Purchase Price
 - Vendor's Usual Representations and Warranties
 - Vendor's General Undertaking to Indemnify
 - Vendor's Specific Warranty (Company's Net Worth)
 - Vendor's Specific Warranty (Company's Future Revenues)
 - Vendor's Specific Warranty (Company's Future Earnings)
 - Vendor's Specific Warranty (Company's Accounts)



- Receivable)
- Vendor's Confidentiality Undertaking
- Vendor's Non-Compete Undertaking
- Vendor's Undertaking Not to Solicit Customers
- Vendor's Undertaking Not to Solicit Personnel
- Vendor's Resignation as Director and Officer
- Discharge of Suretyships Given by the Vendor
- Reimbursement of Amounts Owed by the Company to the Vendor
- Vendor's Cooperation
- Employment Contract (OR: Consulting Agreement) Between the Vendor and the Company
- Employment Contract Between the Key Employees and the Company
- Status of the Company's Employees
- Immovable Housing the Operations of the Company
- Other Provisions of the Sale Agreement
- Closing Documents
- Date of the Closing
- Location of the Closing

PART II: PROVISIONS RELATING TO THIS LETTER OF INTENT

- SPECIFIC PROVISIONS
 - Representatives of the Parties
 - Electronic Communications
 - Legal Advisors of the Purchaser
 - Cooperation Among the Parties
 - Reciprocal Confidentiality and Non-Disclosure Undertaking
 - Purchaser's Exclusive Right to Negotiate with the Vendor
 - Vendor's Exclusive Right to Negotiate with the Purchaser
 - Cancellation of this Letter of Intent
 - Assignment of the Purchaser's



Rights

- Professional Expenses (Legal, Accounting and Other)
- Charges Relating to Breach (Payable by the Purchaser)
- Charges Relating to Breach (Payable by the Vendor)
- Charges Relating to a Higher Bid (Payable by the Vendor)

- GENERAL PROVISIONS

- "Force majeure"
- Severability
- Notices
- Headings
- Schedules
- No Waiver
- Cumulative Rights
- Entire Agreement
- Amendments
- Number and Gender
- No Right to Transfer
- Calculating Time Periods
- Currency
- Governing Law
- Election of Domicile
- Counterparts
- Successors
- Joint and Several Liability
- Elapsed Time
- Language

- EFFECTIVE DATE OF THE LETTER OF INTENT
- WARNING
- SIGNATURE OF THE PURCHASER
- ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE BY THE VENDOR