



**Letter of Intent  
(Acquisition – Part of 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
- Employment Contract (OR: Consulting Agreement) Between the Purchaser and the Company
- Immovable Housing the Operations of the Company
- Unanimous Shareholders' Agreement Entered into Between the Shareholders 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