

To:

[<<The Board of Directors>>]

[<<Name & Address of Company>>]

[<<Month and Year>>]

Subject: Non-binding letter of intent in relation to the proposed transaction of company>> (the "Company")

Dear Sir/Madam,

This non-binding letter of intent shall be entered into in accordance with the terms of agreement between us and our mutual understanding with the Company in relation to the proposed transaction between us, being the proposed acquisition of the entire share capital of the Company from you>> (the "Proposed Transaction").

This letter of intent is merely a guide to the proposed Transaction and the eventual preparation of legally binding documentation. The terms and conditions of the Proposed Transaction and nothing mentioned in this letter shall be deemed to constitute a binding contract between the parties. The purpose of this letter is only to secure a preliminary understanding between the parties and is not intended to be enforceable by either of us.

The principal terms of the Proposed Transaction are set out below and are subject to the following conditions: The principal terms of the Proposed Transaction are set out below and are subject to the following conditions:

- 1) Subject to successful due diligence, we intend to acquire the entire share capital of the Company at a price to be agreed between us and the Company.
- 2) The aggregate purchase price shall be negotiated between the parties in good faith. The purchase price shall be payable by us to you in full on completion of the Proposed Transaction, subject to the usual guarantees and free from all liens, charges, and encumbrances.
- 3) Following the execution of the Proposed Transaction, we shall require you to provide us with all financial, accounting and business records, contracts and any other legal documents required for us to complete our understanding of the Company. Any information so provided shall be maintained by us in confidence and no part of it shall be disclosed to any third party without our prior written consent. This includes, but is not limited to, all information relating to the Proposed Transaction, whether us or you unless required by law. This includes, but is not limited to, all information relating to the Proposed Transaction, whether us or you unless required by law. This includes, but is not limited to, all information relating to the Proposed Transaction, whether us or you unless required by law.
- 4) All of the terms and conditions of the Proposed Transaction will be set out in a share sale and purchase agreement to be entered into between us and executed by us. Neither party intends to be bound by any oral or written statements or correspondence concerning the Proposed Transaction. It is expected that the SPA shall be subject to the usual clauses usual for a transaction of this sort, including but not limited to, all information relating to the Proposed Transaction, whether us or you unless required by law.

and legal matters relating to the Proposed Transaction, including the covenant and non-solicitation provisions, the confidentiality provisions, the warranties may be fairly and accurately stated, and the terms and conditions under the warranties and the SPA are fair and reasonable in light of the qualifications. Neither party has received any legal advice and you have reviewed, and approved, the SPA.

- 5) In addition to the above, the Company understands that the Proposed Transaction is being entered into on the basis of the understanding that you will conduct the business of the Company in the ordinary course during the date hereof and the execution of a definitive agreement between us. It is expected that there will be no material adverse change in the Company's business during this period as well as the Company's financial position. You shall, however, not be liable to us in the event of a material change has occurred before the execution of a definitive agreement between us.
- 6) We shall each pay our respective legal fees and any other documents in connection with the Proposed Transaction proceeds to completion.
- 7) Both parties shall use their best efforts to progress the Proposed Transaction as quickly as possible and complete the SPA by <<month and year>>.

This letter, although non-binding, shall serve as the basis for negotiating a written agreement which will contain material terms not mentioned in this letter. This letter shall not create an obligation to continue negotiations or to enter into negotiations at any time in their sole discretion.

Partial performance by either party of the obligations set forth in this letter or the efforts to perform due diligence or carry out other acts in connection with the Proposed Transaction, shall not be deemed evidence of intent by either party to enter into the Proposed Transaction.

This letter accurately reflects our understanding of the Proposed Transaction. We should be grateful if you would also acknowledge our non-binding intentions towards the Proposed Transaction by signing and returning one copy of this letter to us.

Yours faithfully,

<<Name & Title>>

For and on behalf of <<Name of Party>>

company and its business, a tax advisor, and other clauses. It is understood that the Proposed Transaction is being entered into on the understanding that you will conduct the business of the Company in the ordinary course during the date hereof and the execution of a definitive agreement between us. It is expected that there will be no material adverse change in the Company's business during this period as well as the Company's financial position. You shall, however, not be liable to us in the event of a material change has occurred before the execution of a definitive agreement between us.

others contained in the SPA, the Company understands that the Proposed Transaction is being entered into on the understanding that you will conduct the business of the Company in the ordinary course during the date hereof and the execution of a definitive agreement between us. It is expected that there will be no material adverse change in the Company's business during this period as well as the Company's financial position. You shall, however, not be liable to us in the event of a material change has occurred before the execution of a definitive agreement between us.

ion to this letter of intent, the SPA shall be entered into upon the Proposed Transaction whether the SPA is signed or not.

ours to progress the Proposed Transaction as quickly as possible and complete the SPA by <<month and year>>.

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s at the above date. We should be grateful if you would also acknowledge our non-binding intentions towards the Proposed Transaction by signing and returning one copy of this letter to us.

Accepted and Agreed:

<<Name & Title>>

For and on behalf of <<Name of S

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