INVESTOR LETTER OF INTENT

To: ______________________________

From: ______________________________

Subject:

Letter of Intent Regarding Investment Opportunity

1. Introduction

This Letter of Intent ("LOI") sets forth the terms under which the undersigned investor ("Investor") proposes to invest in the Company described herein ("Company"). This LOI is intended to serve as a basis for further discussions and negotiations and is subject to execution of definitive agreements.

2. Investment Amount

Investor intends to invest a total amount of $__________ USD ("Investment Amount") in the Company, subject to the terms and conditions set forth in this LOI and definitive agreements.

3. Use of Proceeds

The Company agrees to use the Investment Amount exclusively for the purposes outlined in the business plan, including but not limited to product development, marketing, operations, and general corporate purposes.

4. Due Diligence

Investor's obligation to consummate the investment is subject to satisfactory completion of due diligence, including but not limited to financial, legal, and operational reviews, as determined by Investor in its sole discretion.

5. Definitive Agreements

The investment shall be subject to the negotiation, execution, and delivery of definitive agreements, including a Stock Purchase Agreement, Shareholders’ Agreement, and other related documents, as deemed necessary by Investor.

6. Representations and Warranties

The Company represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; has all requisite corporate power and authority; the execution and delivery of definitive agreements shall not violate any applicable laws or agreements; and all information provided to Investor is true, complete, and accurate in all material respects.

7. Confidentiality

Both parties agree to keep all discussions, documents, and information pertaining to this LOI and any subsequent agreements confidential, except as required by law or as agreed in writing.

8. Exclusivity

For a period of ____ days from the date of this LOI, the Company agrees not to solicit, negotiate, or enter into any agreement with any other party regarding investment in the Company.

9. Governing Law

This LOI shall be governed by and construed in accordance with the laws of the State of __________, without regard to its conflict of laws principles.

10. Non-Binding Effect

Except for the sections titled Confidentiality, Exclusivity, and Governing Law, this LOI is non-binding and does not obligate either party to consummate any transaction or investment.

11. Closing Conditions

The closing of the investment transaction shall be subject to customary closing conditions including, but not limited to, receipt of all necessary consents, approvals, and absence of material adverse changes.

12. Indemnification

The Company agrees to indemnify and hold harmless the Investor and its affiliates, officers, and agents from any losses, claims, damages, or liabilities arising out of breaches of representations, warranties, or covenants contained in definitive agreements.

13. Notices

All notices under this LOI shall be in writing and delivered by hand, certified mail, recognized overnight courier, or electronic means to the addresses provided by each party.

14. Counterparts and Electronic Signatures

This LOI may be executed in counterparts, each of which shall be deemed an original, and may be delivered by electronic means, including PDF or facsimile, each of which shall be deemed an original.

15. Entire Agreement

This LOI constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

16. No Waiver

No failure or delay by either party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right.

17. Severability

If any provision of this LOI is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

18. Binding Obligations

Only the provisions specifically identified as binding, including but not limited to Confidentiality and Exclusivity, shall be enforceable as legal obligations.

19. Investment Risks

Investor acknowledges and agrees that investing in the Company involves risks, including loss of investment, and that Investor has had the opportunity to consult with independent advisers.

20. Signature

The parties acknowledge that this LOI represents their mutual understanding and intentions and agree to proceed with good faith negotiations toward definitive agreements.

INVESTOR SIGNATURE	COMPANY REPRESENTATIVE SIGNATURE
Signature: ___________________________	Signature: ___________________________