

[Date]

[Recipient Name]

[Recipient Title]

[Company Name]

[Address]

Re: Exclusivity and No-Shop Provision - [Project Name/Transaction]

Dear [Name],

This letter confirms the agreement between [Your Company Name] ("the Buyer") and [Target Company Name] ("the Seller") regarding the exclusive period of negotiation for the proposed acquisition of [Description of Transaction].

1. Exclusivity Period: The Seller agrees that for a period of [Number] days from the date of this letter (the "Exclusivity Period"), it will not, and will ensure its officers, directors, and agents do not, directly or indirectly:

- Solicit, initiate, or encourage any inquiries or proposals from any third party regarding a sale of assets, equity, or merger.
- Enter into, continue, or maintain discussions or negotiations with any third party regarding an acquisition proposal.
- Provide any non-public information to any third party in connection with a potential competing transaction.

2. Notification: The Seller shall immediately notify the Buyer if any unsolicited inquiry or proposal is received from a third party during the Exclusivity Period, including the material terms of such inquiry.

3. Termination: This provision shall terminate upon the earlier of the execution of a definitive purchase agreement or the expiration of the Exclusivity Period, unless extended in writing by both parties.

4. Binding Effect: Notwithstanding that other terms of the proposed transaction may be non-binding, this Exclusivity and No-Shop Provision is intended to be a legally binding obligation of both parties.

Please indicate your acceptance of these terms by signing below.

Sincerely,

[Your Signature]

[Your Name]

[Your Title]

Agreed and Accepted:

For and on behalf of [Seller Company Name]
Date: [Date]