

**Date:** [Insert Date]

**To:** [Insert Seller Name/Company Name]

**Address:** [Insert Address]

**From:** [Insert Buyer Name/Company Name]

**Address:** [Insert Address]

# **Subject: Exclusivity and Standstill Agreement**

Dear [Insert Name],

This letter agreement (the "Agreement") sets forth the terms upon which [Buyer Name] ("Buyer") and [Seller Name] ("Seller") agree to discuss a potential transaction regarding [Insert Description of Business or Asset] (the "Transaction").

## **1. Exclusivity Period**

The "Exclusivity Period" shall begin on the date of this agreement and expire at 11:59 PM on [Insert End Date].

## **2. Exclusivity Obligations**

During the Exclusivity Period, the Seller shall not, and shall ensure its representatives do not, directly or indirectly:

- Solicit, initiate, or encourage any inquiries or proposals from any third party regarding the acquisition of the business or its assets.
- Enter into or continue any discussions, negotiations, or agreements with any third party regarding a competing transaction.
- Provide any non-public information to any third party in connection with a potential acquisition.

## **3. Standstill Obligations**

During the Exclusivity Period, the Seller agrees to operate the business in the ordinary course and shall not enter into any material contracts, dispose of significant assets, or make major changes to the corporate structure without the Buyer's prior written consent.

## **4. Confidentiality**

The parties agree that the existence of these negotiations and any information exchanged during this period shall remain strictly confidential, subject to any existing Non-Disclosure Agreement between the parties.

**5. Termination**

This agreement will terminate upon the earlier of: (a) the expiration of the Exclusivity Period, or (b) the execution of a definitive purchase agreement between the parties.

**6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [Insert State/Country].

Please indicate your acceptance of these terms by signing below.

Sincerely,

[Your Signature]  
[Your Printed Name]  
[Your Title]

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**Accepted and Agreed:**

For and on behalf of [Seller Name]:

Signature: \_\_\_\_\_

Name: [Insert Name]

Title: [Insert Title]

Date: [Insert Date]