

[Investor Name]  
[Investor Address]  
[City, State, Zip Code]

[Date]

[Company Name]  
[Company Address]  
[City, State, Zip Code]  
Attn: [Founder/CEO Name]

**RE: Non-Binding Letter of Intent for Series A Preferred Stock Financing**

Dear [Name],

This Letter of Intent ("LOI") outlines the proposed terms for an investment by [Investor Name] ("Investor") in [Company Name] (the "Company").

**1. Investment Terms:** The Investor proposes to purchase Series A Preferred Stock for a total investment amount of \$[Amount] at a pre-money valuation of \$[Amount]. Detailed terms regarding liquidation preference, voting rights, and board seats will be set forth in the definitive transaction documents.

**2. Exclusivity (No-Shop):** In consideration of the time and resources the Investor will expend to conduct due diligence, the Company agrees that for a period of [Number, e.g., 30 or 45] days from the date of this letter (the "Exclusivity Period"), the Company and its representatives shall not, directly or indirectly:

- Solicit, initiate, or encourage any proposals from third parties regarding an investment in or acquisition of the Company.
- Enter into any discussions or negotiations regarding a competing financing or sale transaction.
- Provide any non-public information to any third party for the purpose of a competing transaction.

**3. Standstill:** During the Exclusivity Period, the Company agrees to operate in the ordinary course of business and shall not issue any new shares, grant options, or enter into material contracts outside of normal operations without the prior written consent of the Investor.

**4. Confidentiality:** The parties agree that the existence of this LOI and the terms discussed herein are strictly confidential and shall not be disclosed to any third party without prior written consent.

**5. Non-Binding Nature:** Except for the provisions relating to Exclusivity, Standstill, and Confidentiality (which are legally binding), this LOI is non-binding and intended only as a

summary of the current negotiations. A binding commitment will only exist upon the execution of definitive investment agreements.

**6. Governing Law:** This letter shall be governed by the laws of [State/Country].

If these terms are acceptable, please sign and return a copy of this letter by [Expiration Date].

Sincerely,

[Investor Signature]

[Investor Printed Name]

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**Accepted and Agreed:**

[Company Signature]

[Title]

[Date]