

LETTER OF INTENT FOR PROMOTION

Recipient Name: _____

Recipient Address: _____

Sender Information:

Full Name/Entity: _____

Address: _____

Phone/Email: _____

Promotion Details:

Promotion Title: _____

Description: _____

Terms and Conditions:

This Letter of Intent (LOI) sets forth the preliminary terms and conditions pursuant to which the undersigned sender proposes to promote the described product, service, or event ("Promotion") as outlined herein. This LOI is intended to be legally binding and enforceable under the laws of the United States unless otherwise agreed in writing. Both parties acknowledge that this LOI constitutes the entire understanding between the parties with respect to the Promotion and supersedes all prior discussions and agreements, whether oral or written. The parties agree to negotiate in good faith to finalize a definitive Promotion Agreement incorporating these terms and any additional provisions mutually agreed upon. The sender agrees to use reasonable efforts to perform all obligations described herein in a professional manner consistent with industry standards. Any intellectual property rights disclosed or utilized in the Promotion remain the sole property of their respective owners unless expressly assigned. Confidential information exchanged pursuant to this LOI shall be treated as confidential and not disclosed to third parties without prior written consent except as required by law or court order. Either party may terminate this LOI upon written notice if the other party breaches any material term and fails to cure such breach within a reasonable period. No warranties, guarantees, or representations are made except as expressly set forth herein, and all other conditions are disclaimed to the fullest extent permitted by law. This LOI shall be governed by and construed in accordance with the laws of the United States, without regard to conflict of laws principles. In case any provision of this LOI is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. All notices under this LOI shall be in writing and delivered personally, by certified mail, or by recognized overnight courier service to the addresses set forth above.

Promotion Period and Deadlines:

Start Date: _____ End Date: _____

Compensation and Payment Terms:

Compensation Amount or Method: _____

Payment Schedule: _____

Representations and Warranties:

The sender represents and warrants that it has full authority to enter into this LOI and perform its obligations hereunder. The recipient represents and warrants that it will cooperate in good faith to facilitate the Promotion. Each party confirms

that the execution and delivery of this LOI and the consummation of the transactions contemplated hereby will not violate any agreement, law, or regulation applicable to it. Neither party is aware of any fact or circumstance that would impair their ability to comply with the terms of this LOI.

Confidentiality:

Both parties agree to keep confidential any proprietary or non-public information disclosed during the negotiation and execution of this LOI. Such information shall not be disclosed to any third party without prior written consent except as required by law or regulatory authorities.

Limitation of Liability:

Neither party shall be liable to the other for any consequential, incidental, special, or punitive damages arising out of or related to this LOI, regardless of the cause of action.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, and expenses arising out of any breach of this LOI or negligent acts.

Termination:

This LOI may be terminated by mutual written consent of the parties or by either party upon written notice if the other party materially breaches this LOI and fails to cure such breach within a reasonable time frame.

Governing Law and Venue:

This LOI shall be governed by and construed in accordance with the laws of the United States. Any dispute arising out of or related to this LOI shall be resolved exclusively in the federal or state courts located within the appropriate jurisdiction in the United States.

Miscellaneous:

This LOI constitutes the entire understanding between the parties related to the Promotion and supersedes all prior agreements and understandings. Amendments or modifications must be in writing and signed by both parties. If any provision is found invalid or unenforceable, the remainder shall continue in full force and effect.

SENDER'S AUTHORIZED SIGNATURE

RECIPIENT'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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