**LETTER OF INTENT FOR BUSINESS**

Mr. Martins, CEO

IT Solutions

998 Brook St.

Miami, Florida 33166

Dear Mrs. Smith,

The intent of this Letter is to provide a written expression of the mutual interest of the following Parties:

"Buyer(s)": Mr. Martins

and

"Seller(s)": Mrs. Smith

In which Buyer(s) would purchase the business, materials, services or matters set forth in this Letter from Seller(s). This Letter also outlines some of the terms of conditions that a future agreement would include, as well as the exchange of information and documents that should take place in advance of future agreements.

**1. Prospective Transaction**

The transaction, which the parties have expressed a mutual interest in, involves the sale of a 50 percent share of Xenon Printers to IT Solutions. The Prospective Transaction would involve payment of two hundred thousand dollars and zero cents from IT Solutions to Xenon Printers.

**2. Contingencies**

Before parties can reach a final agreement, IT Solutions must be satisfied with the due diligence processes, all information and documents that Xenon Printers provides, as well as the negotiation of employment contracts.

**3. Due Diligence**

IT Solutions asks permission to examine the financial, accounting and business records, contracts and other legal documents of Xenon Printers until the closing or termination of this Letter of Intent. IT Solutions agrees to comply with a Confidentiality Agreement and will not directly contact the clients or suppliers of Xenon Printers unless authorized by the latter.

**4. Public Announcements and Confidentiality Agreement**

All parties hereby agree not to disclose any information to the public regarding this Letter or any future negotiations that will take place without the written consent of the relevant party. All information that IT Solutions and Xenon Printers share will remain strictly confidential between the parties and their legal representation.

**5. Expenses**

All parties agree to carry their own expenses, including any legal or professional fees that may result from due diligence proceedings or any other matter associated with the intended transaction.

**5. Nonbinding Agreement**

Except for the paragraph entitled "Public Announcements and Confidentiality Agreement," this Letter of Intent is nonbinding for both parties

**6. Closing date**

The closing of the transaction should occur no later than November 30, 2019. In the event of the parties not concluding the transaction, the "Public Announcements and Confidentiality Agreement" clause still stands, as does any other Confidentiality Agreement.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed to by Buyer(s)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And Accepted and Agreed by Seller(s)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_