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## Exclusivity letter template

If you are a business owner looking to establish a one on one relationship with your supplier and vendor, then this article is here to subside your worries and show you a way to achieve all this in a legal way.Exclusivity agreement is your solution when a supplier or buyer is looking to hold and retain a certain edge in the market over the competitors, so as to achieve a certain level of optimum performance regarding goods and services.This article will explain the workings of an exclusivity agreement in detail, and give information about its templates well. So, let's get started.What Is an Exclusivity Agreement?As its name suggests, it gives both parties some sort of exclusive features in return for some monetary advantages.The core of the agreement is that it binds a supplier or a seller, to a vendor or a buyer, in a way that they can only buy and sell the certain types of goods in question, between themselves.The seller is asked by law, and held liable as well, to sell certain goods as specified by the agreement, only to the buyer in the agreement. Similarly, the buyer is also held liable by law to buy certain goods, as given in the agreement, by the seller in the agreement.In this way, an exclusivity agreement is formed between the two parties that subjugate them to carry out the transaction of certain goods only between themselves.This agreement has many small clauses and complications as well. It doesn't bring the parties together without any incentive. The incentives are two-ways between the two parties and can be of a varied nature.Who Will Need an Exclusivity Agreement?This agreement is mostly used between the two parties, in which one is a designated seller and the other is a designated buyer. The businesses that really gain advantages from this sort of businesses are listed below:Restaurants and Fast-food ChainsMany food restaurants and fast-food chains have made an exclusivity agreement with the local or international suppliers of raw food material.These businesses form such agreements under the terms that the supplier provides them with quality raw food on special discounted rates so that they may retain an edge in the market by using these quality products.The supplier of raw food materials sells these materials on wholesale to the buyer so at the end of the day, exclusivity agreement helps both of the parties.Specialized OrganizationsSpecialized organizations go into an exclusivity agreement with their complementary organizations in order to retain a specialized environment of their own, in which the services are exchanged only between the two organizations in the agreement.This gives them an edge in the market that allows them to make the most out of their business.What Is Included in an Exclusivity Agreement?The various components of the agreement, the included clauses and other information included in the agreement are as follows :The seller and the buyer form the first and foremost feature of the agreement. It is very necessarily a buying and selling agreement, where a seller can only sell and the buyer can only buy the goods stated in the agreement, from one another.The seller agrees to make timely deliveries for the order of the buyer, so that no party may face any consequences that may affect their working or costs them the loss of valuable revenue.The seller agrees to make the due payments in an extremely punctual manner. The payments shall be made as by the manner given. Sometimes, the payments are made in advance, and cash payments are made upon the receiving of the order.The buyer holds the reselling rights to the goods given by the seller. The buyer can sell the goods on any rate starting from the default MSRP rates, and the details are told and highlighted in the agreement.A very important part of the exclusivity agreement is definitely the standard of the services or goods being bought and sold. The buyer holds the right of close inspection of the goods, see if they match his needs and return or retain the goods on his own terms.This ensures that the basic element of specialized care is upheld at all times. This is the basic feature of the exclusivity agreement.The warranty is under the care of the seller and the taxes are under the care of the buyer. The seller gives some warranty on the goods he sold, whereas the buyer is liable to cover all the expenses of the taxes imposed by the law of the state on the goods.The termination of the agreement shall occur if either of the parties is declared bankrupt, held by their creditors or they fail to make the required payments (buyer) or deliveries (seller).The agreement is not held upright, in case of war, famine, natural disasters, or any act of God.In case of any dispute between the parties in the agreement, the method of arbitration is used. The arbitrator is usually specified and agreed upon in advance by both parties in the agreement. It is a neutral party.The parties involved in the agreement shall follow all the rules of exclusivity agreement, including confidentiality of the information, liable by law to not disparage the name of the other party even after the termination.Also, two parties must keep each other updated at all times on the status of the deliveries and the payments.Don't forget to celebrate your signing experience!CocoSign, is simply document signing for each business. You could build a stronger relationship and share your experience with each client and partner.Get started now Download templateConclusionExclusivity agreement binds a seller and a buyer in a lawfully liable agreement, places certain conditions on them, along with well-defined rewards as well, so as to make the agreement viable and acceptable.CocoSign's law experts have provided variety exclusivity agreement templates for different business owners on the website. Think no further and get yourself a free template of exclusivity agreement on CocoSign now! A Letter of Intent (LOI) is a short non-binding contract that precedes a binding agreement, such as a share purchase agreement or asset purchase agreement (definitive agreementsDefinitive Purchase AgreementA Definitive Purchase Agreement (DPA) is a legal document that records the terms and conditions between two companies that enter into an agreement for a merger, acquisition, divestiture, joint venture, or some form of strategic alliance. It is a mutually binding contract). There are some provisions, however, that are binding such as non-disclosure, exclusivity, and governing law.The main points that are typically included in a letter of intent include:Transaction overview and structureTimelineDue diligenceConfidentialityExclusivityLetters of intent are often produced by investment bankersInvestment Banking Career PathInvestment banking career guide - plan your IB career path. Learn about investment banking salaries, how to get hired, and what to do after a career in IB. The investment banking division (IBD) helps governments, corporations, and institutions raise capital and complete mergers and acquisitions (M&A), on behalf of corporate issuersCorporate InformationLegal corporate information about Corporate Finance Institute (CFI). This page contains important legal information about CFI including registered address, tax number, business number, certificate of incorporation, company name, trademarks, legal counsel and accountant.. Below is an example of an LOI template.Download the Free TemplateEnter your name and email in the form below or follow the link to download the free LOI template now! Letter of Intent Template - ExampleNote: This Letter of Intent (LOI) template is only for educational purposes and should not be used for any other purpose.CONFIDENTIALDateBY ELECTRONIC MAILNAMEADDRESSDear Name,We are writing to provide a letter of intent from OUR NAME Inc. ("Shorter Name") in respect of a transactionDeals & TransactionsResources and guide to understanding deals and transactions in investment banking, corporate development, and other areas of corporate finance. Download templates, read examples and learn about how deals are structured. Non-disclosure agreements, share purchase agreements, asset purchases, and more M&A resources (a "Transaction") with TARGET NAME Inc. ("TARGET NAME" or the "Company"). We appreciate the time and energy you and your team have afforded us in discussing this opportunity and the information that has been provided thus far.As we continue to spend time evaluating TARGET NAME, we believe that OUR NAME will bring unique value and capabilities to the Company, accelerating the development and growth of TARGET NAME. We believe we could drive TARGET NAME's growth strategy, by doing X, Y, and Z.Transaction Overview and StructureBased on our preliminary review of the information provided and subject to the conditions set forth below, OUR NAME is pleased to submit this non-binding letter of intent (the "Proposal") for a transaction with TARGET NAME. We propose purchasing 100% of the equityStockholders EquityStockholders Equity (also known as Shareholders Equity) is an account on a company's balance sheet that consists of share capital plus of the Company, including all assets and liabilities, in such a way that TARGET NAME still has significant exposure to future upside.We believe that in order for this transaction to be successful our interests must be aligned. With that in mind, we have designed a compensation structure that allows all parties to benefit from our future success in an equitable way.We offer a total purchase price of \$XXX million consisting of:\$XXX of cashCashEquivalentsCash and cash equivalents are the most liquid of all assets on the balance sheet. Cash equivalents include money market securities, banker's acceptances on closing\$XXX - sharesDiluted Shares OutstandingFully diluted shares outstanding is the total number of shares a company would have if all dilute securities were exercised and converted into shares. of OUR NAME, issued immediately upon closing and not subject to any vesting period representing approximately XX% of OUR NAME:\$XXX of performance upside - performance shares of OUR NAME (an additional XX%, approximately), issued upon achieving the following targets/milestones:Milestone #1 in year 20XXMilestone #2 in year 20XXThe final purchase price will be adjusted for customary changes in net working capitalFinancial Modeling Working CapitalIn financial modeling, working capital changes have a big impact on cash from operations, free cash flow, and the valuation of a business, which will be reflected in the cash component of the purchase price.Illustrative TimelineGiven the importance of timing for TARGET NAME in respect to this transaction we have proposed a high-level timeline as follows:Date: Financial due diligence and valuation workValuation MethodsWhen valuing a company as a going concern there are three main valuation methods used: DCF analysis, comparable companies, and precedent transactionsDate: Operational due diligence and OUR NAME visit to TARGET NAME's head officeDate onward: Drafting of Definitive AgreementDue Diligence ProcessThis Transaction is of the highest priority for us, and we are prepared to proceed as quickly as possible; it is important that you make that same commitment to us before we expend additional time and resources pursuing this opportunity. OUR NAME has developed an investment thesis and an understanding of the business through our initial due diligence, including several conversations with management, as well as a preliminary data review. We envision our remaining due diligenceDue DiligenceDue diligence is a process of verification, investigation, or audit of a potential deal or investment opportunity to confirm all relevant facts and financial information, and to verify anything else that was brought up during an M&A deal or investment process. Due diligence is completed before a deal closes, would include, but would not be limited to, commercial, accounting, and financial due diligence, as well as customary legal, tax, and regulatory work. With the Company's full cooperation, we believe we can expeditiously complete our due diligence and present TARGET NAME with a definitive agreement within eight weeks from the date our Proposal is accepted.Exclusivity & ConfidentialityIf the Company is interested in pursuing the proposed Transaction, we would require sixty days of exclusivity (the "Exclusivity Period") to finalize our due diligence and negotiate definitive documentation, subject to a 60-day extension if OUR NAME is working in good faith to consummate the transaction at the initial expiration date. In light of our Proposal's premium valuation, we believe that granting exclusivity at this stage will benefit the Project and its Shareholders. In order to complete our due diligence and to secure the additional requisite capital, we will need reasonable access to Company information and the ability to share that information with our prospective equity partners and debt financing sources in a manner that protects the confidentiality of your information and our discussions. A draft form of the exclusivity and confidentiality agreementConfidentiality Agreements in Investment BankingWhenever possible, investment bankers should avoid entering into a confidentiality agreement as a condition of receiving confidential information, is enclosed as Exhibit A for your consideration (the "Exclusivity and Confidentiality Agreement"). We emphasize our desire to complete the proposed Transaction in an expeditious and efficient manner and our readiness to mobilize resources to move ahead quickly. To that end, and assuming we sign this letter in advance, we would suggest an organizational meeting as soon as possible to agree on the work plan during the Exclusivity Period.Non-Binding CommitmentThis non-binding indication of interestExpression of Interest (EOI)An Expression of Interest (EOI) is one of the initial transaction documents shared by the buyer with the seller in a potential M&A deal. The EOI indicates a serious interest from the buyer that their company would be interested to pay a certain valuation and acquire the seller's company through a formal offer. is confidential and may not be disclosed other than to you, the Company, and its advisors on a strictly need-to-know basis. It is not intended, and shall not be deemed, to create any binding obligation on the part of OUR NAME, or any of its affiliates, to engage in any transaction with the Company or to continue its consideration of any such transaction. Subject to the immediately following sentence, none of the parties shall be bound in any way in connection with this letter unless and until the parties execute a definitive agreement, and then shall be bound only in accordance with the terms of such agreement. Notwithstanding anything to the contrary in this letter, the Exclusivity and Confidentiality Agreement, once executed by the parties thereto, shall constitute binding obligations of the parties thereto.We are very excited about the potential opportunity and hope that you are equally interested in proceeding in a constructive and expeditious dialogue. We look forward to working with you to complete this transaction.Very truly yours,[Signature]NameCompany NameNote: This letter of intent (LOI) template is only for educational purposes and should not be used for any other purpose.More ResourcesDrafting a letter of intent (LOI) is an important skill for professionals in investment bankingInvestment Banking Career PathInvestment banking career guide - plan your IB career path. Learn about investment banking salaries, how to get hired, and what to do after a career in IB. The investment banking division (IBD) helps governments, corporations, and institutions raise capital and complete mergers and acquisitions (M&A), private equityPrivate Equity Career ProfilePrivate equity analysts & associates perform similar work as in investment banking. The job includes financial modeling, valuation, long hours & high pay. Private equity (PE) is a common career progression for investment bankers (IB). Analysts in IB often dream of "graduating" to the buy side,, and corporate developmentCorporate Development Career PathCorporate Development jobs include executing mergers, acquisitions, divestitures & capital raising in-house for a corporation. Corporate.To take your corporate finance career to the next level you may find these resources helpful:For more helpful resources, check out CFI's Template Marketplace!

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