

**INSERT COMPANY LETTER HEAD HERE**

**DATE:** [cannot be more than two days old]

ATTN:

SourceWeb Medical & Logistics AG  
27 Old Gloucester Street, WC1N 3AX London, United Kingdom  
Company number 10830888

represented by SourceWeb Technology Ltd.  
New Mallow Road - Unit 3D North Point House, North Point Business Park,  
T23 AT2P Cork, Ireland, VAT ID No : IE3618077LH Tax NR.: 2116494DA  
Commercial register number: 648811, Commercial Register Court: Dublin

Re: Letter of Intent

Dear 3M Reseller:

The following represents a summary of the proposal from [insert buyer company name here] to the 3M Company regarding the purchase of 3M [insert 1860 or 8210 here] N95 Masks in the quantity of [ ] pieces. This letter contains nonbinding provisions of understanding between the parties. For the Proposed Transaction, [Jane Doe insert person name here] will represent [insert buyer company name here] as a buyer to 3M.

The Proposed Transaction requires additional documentation and approvals, including the preparation and approval of the "**Proof of Funds Letter**", in which [Insert Verifiable Bank or Verified Escrow Account Name Here] for [insert buyer company name] ascertains it has sufficient and available funds to cover the aggregate purchase price of up to including [insert total order amount here] USD dollars.

TARGET PRICE USD per piece CIF: [ ]

ORIGIN: Worldwide

DESTINATION: [ ]

Our proposal is as follows:

**PROPOSED TRANSACTION.**

[ ] will provide this Letter of Intent with an accompanying Proof of Funds Letter. Assigned 3M rep will facilitate the Proposed Transaction by engaging the purchasing and new account services of The 3M Company.

**TIMING.**

The parties shall close the Proposed Transaction by [ ] (the "**Closing Date**"), subject to the extension discussed in section 6 below.

**CONTINGENCIES.**

Any obligation to consummate the Proposed Transaction under the terms of this letter is based entirely on satisfaction of each of the following conditions:

- Receipt of all applicable consents, approvals, and authorizations, if any, relating to the Proposed Transaction; and
- Completion by each party and its business, legal and financial representatives of due diligence of all reasonable and relevant business, legal and financial documents, with results satisfactory to that party, no later than \_\_\_\_\_ (the "**Due Diligence Completion Date**").

**DUE DILIGENCE.**

While this letter remains in effect, \_\_\_\_\_ and its advisors may request from the 3M Company certain product approvals, certifications, specifications and instructions related to the product(s) covered in the Proposed Transaction.

**NOTICE AFTER COMPLETION OF DUE DILIGENCE.**

On or before the Due Diligence Completion Date, each party shall notify the other party in writing that it has completed any required due diligence and is prepared to proceed with consummation of the Proposed Transaction (the "**Notice of Intention to Proceed**"). If a party does not provide a Notice of Intention to Proceed to the other party on or before the Due Diligence Completion Date, the other party may cancel this proposal and neither party will have any obligation or liability to the other party. The effective date of receipt of a Notice of Intention to Proceed is its date of receipt as acknowledged in writing by the receiving party.

**EXTENSION OF TIME FOR CLOSING.**

If the Proposed Transaction is not completed by the Closing Date and each party has been operating in good faith to complete its due diligence and negotiate the transaction documents to consummate the Proposed Transaction, the parties shall evaluate the progress made towards closing and, if suitable progress is being made, discuss in good faith a revised Closing Date. If the parties have not made satisfactory progress towards closing, either party may withdraw from the Proposed Transaction without any further obligation or liability to the other party. A party withdrawing from the Proposed Transaction under the preceding sentence shall promptly inform the other party in writing of this withdrawal.

**NO PUBLIC DISCLOSURES.**

Except as required by law, neither party may make a public disclosure about the Proposed Transaction without the prior written approval of the other party. If the law requires a disclosure, the disclosing party must notify the other party in advance and furnish the other party with a copy or description of the anticipated disclosure. Any disclosure not required by law must be mutually agreeable to the parties. Nothing in this section prevents either party from communicating information about this letter to its respective affiliates, officers, directors, employees, or professional advisors or to any third parties whose consent is required in connection with the Proposed Transaction.

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**EXPENSES.**

Each party is responsible for all of its own costs and expenses incurred in connection with the Proposed Transaction or this letter, whether or not the Proposed Transaction is consummated. Except for breach of any confidentiality provisions, neither party will have any liability to the other party for any liabilities, losses, damages, nor expenses incurred by the party if negotiations between the parties are terminated as provided in Section 9.

**NON-BINDING LETTER; WITHDRAWAL.**

This letter as a whole does not constitute a legal and binding obligation or agreement between the parties. Accordingly, either party to this letter may unilaterally withdraw from negotiation or dealing at any time for any reason at the withdrawing party's sole discretion by notifying the other party of the withdrawal in writing. If a party withdraws from dealing or negotiation before [redacted], or fails to negotiate in good faith, any obligation to negotiate and prepare the final agreements or otherwise deal with the other party will immediately terminate. The terms of any final agreements entered into by the parties control over the right to withdraw from dealing or negotiations in this section.

If the terms of this letter are acceptable to you, please sign in the space provided below and return it to 3M Distributor.

Attentively,

[Signature here]

Date: [redacted]

Buyer: [redacted]

Company: [redacted]

Address: [redacted]

Contact Information: [redacted]

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Attorney: [redacted]

Office Name: [redacted]

Office Address: [redacted]

Email: [redacted]

Phone: [redacted]