



LETTER OF INTENT (LOI) FOR THE ACQUISITION OF ONLINE BUSINESS

Date: [Insert Date]

Platform: Acquireyet.com

TO:

SELLER:

- Name: _____
- Business Name: _____
- Address: _____
- Email: _____
- Phone: _____

FROM:

PROSPECTIVE BUYER:

- Name: _____
- Business/Entity Name: _____
- Address: _____
- Email: _____
- Phone: _____

RE: Proposed Acquisition of [Business Name]

Dear [Seller Name],

This Letter of Intent ("LOI") outlines the principal terms and conditions under which **[Buyer Name]** (the "Buyer") proposes to acquire the online business known as **[Business Name]** (the "Business") from **[Seller Name]** (the "Seller"). This transaction is being facilitated through the Acquireyet.com platform.

This LOI is intended to serve as a framework for negotiating a definitive Asset Purchase Agreement and related transaction documents. While certain provisions of this LOI are non-binding as specified below, it represents Buyer's serious intent to proceed with the acquisition subject to the terms outlined herein.

1. PROPOSED TRANSACTION STRUCTURE

1.1 Transaction Type

Buyer proposes to acquire substantially all of the assets of the Business through an asset purchase transaction.

1.2 Assets to be Acquired

The transaction shall include the following assets (the "Acquired Assets"):

(a) Digital Assets:

- Domain name(s): [List domain names]
- All websites, web properties, and associated URLs
- All source code, website design, and technical infrastructure
- All software, plugins, and third-party integrations

(b) Content and Intellectual Property:

- All website content, articles, blog posts, and written materials
- All images, graphics, videos, and multimedia content
- All trademarks, logos, brand names, and trade dress
- All copyrights and proprietary intellectual property

(c) Business Data:

- Email subscriber lists and customer databases
- Analytics data and traffic statistics
- All business records and documentation
- Financial records related to the Business

(d) Operational Assets:

- Affiliate program accounts and relationships
- Advertising accounts (Google AdSense, etc.)
- Social media accounts and profiles
- Hosting accounts and technical infrastructure
- All supplier and vendor relationships

(e) Goodwill:

- All goodwill associated with the Business

1.3 Excluded Assets

The following shall be excluded from the transaction:

- Seller's personal bank accounts

- Cash and cash equivalents as of closing
- [Any other specifically excluded assets]

2. PURCHASE PRICE AND PAYMENT TERMS

2.1 Proposed Purchase Price

The proposed purchase price for the Acquired Assets is \$_____ (the "Purchase Price").

2.2 Valuation Basis

The proposed Purchase Price is based on:

- Annual net profit: \$_____
- Multiple applied: [X]x annual net profit
- Monthly revenue: \$_____
- Traffic metrics: [Describe]
- Other valuation factors: [Describe]

2.3 Payment Structure

Buyer proposes the following payment structure:

(a) Deposit: Upon execution of a definitive Asset Purchase Agreement, Buyer shall deposit \$_____ ([X]% of Purchase Price) into a secure escrow account.

(b) Payment at Closing: At closing, Buyer shall pay \$_____ ([X]% of Purchase Price) through escrow.

(c) Holdback/Earnout (if applicable): [If applicable: Buyer proposes a holdback of \$_____ or an earnout structure based on [specify metrics and timeframe]]

2.4 Escrow and Fees

- All payments shall be processed through a mutually agreed-upon escrow service
- Escrow fees shall be [split equally / paid by Buyer / paid by Seller]
- Seller acknowledges the 8% platform commission payable to Acquireyet.com upon closing

3. DUE DILIGENCE PERIOD

3.1 Due Diligence Period

Buyer shall have **[30-60 days]** from the date of this LOI (the "Due Diligence Period") to conduct comprehensive due diligence on the Business.

3.2 Scope of Due Diligence

Buyer's due diligence shall include review and verification of:

(a) Financial Due Diligence:

- Revenue and expense verification
- Financial statements and tax returns
- Bank statements and payment processor records
- Outstanding debts, liabilities, and obligations

(b) Operational Due Diligence:

- Traffic analytics and verification (Google Analytics, server logs)
- Revenue source verification (affiliate accounts, ad networks)
- Customer and subscriber data verification
- Supplier and vendor relationships

(c) Legal Due Diligence:

- Ownership verification of all assets
- Intellectual property rights and clearances
- Compliance with applicable laws and regulations
- Existing contracts and agreements
- Any pending or threatened litigation

(d) Technical Due Diligence:

- Website functionality and performance
- Code quality and security assessment
- Hosting infrastructure and technical dependencies
- Domain ownership verification
- Email deliverability and list quality

3.3 Information Access

During the Due Diligence Period, Seller agrees to provide Buyer with:

- Full access to all business records and documentation
- Login credentials and access to all relevant accounts
- Answers to all reasonable questions and information requests
- Cooperation with Buyer's advisors and representatives

3.4 Confidentiality

All due diligence activities shall be subject to the Non-Disclosure Agreement previously executed by the parties dated **[Date]**.

3.5 Termination Right

If Buyer's due diligence reveals any material adverse information or if Buyer is not satisfied with the results for any reason, Buyer may terminate this LOI and the proposed transaction without penalty or obligation.

4. CONDITIONS TO CLOSING

The proposed transaction is subject to the following conditions:

4.1 Satisfactory Due Diligence

Buyer's completion of satisfactory due diligence with no material adverse findings.

4.2 Definitive Agreements

Negotiation and execution of a definitive Asset Purchase Agreement and all related transaction documents acceptable to both parties.

4.3 No Material Adverse Change

No material adverse change in the Business, including but not limited to:

- No significant decrease in traffic or revenue
- No loss of major customers, affiliates, or suppliers
- No search engine penalties or algorithm updates materially affecting traffic
- No technical failures or security breaches

4.4 Third-Party Consents

Obtaining all necessary third-party consents and approvals, including:

- Affiliate program approvals (if required)
- Domain transfer approvals
- Hosting provider transfer approvals
- Any other required consents

4.5 Representations and Warranties

All representations and warranties made by Seller shall be true, accurate, and complete as of the closing date.

4.6 Seller Deliverables

Seller's delivery of all required documentation and assets as specified in the definitive agreements.

5. PROPOSED TRANSACTION TIMELINE

Buyer proposes the following timeline:

- **Due Diligence Period:** [X] days from date of LOI
- **Definitive Agreement Execution:** Within [X] days of satisfactory due diligence

- **Closing Date:** Within [X] days of agreement execution
- **Total Timeline:** Approximately [X] days from LOI execution

6. SELLER COMMITMENTS

6.1 Exclusivity Period

During the Due Diligence Period, Seller agrees to:

- Negotiate exclusively with Buyer
- Not solicit or entertain offers from other potential buyers
- Not disclose the existence of this LOI or negotiations to third parties
- Cease all marketing of the Business on Acquireyet.com or other platforms

6.2 Business Operations

During the Due Diligence Period, Seller agrees to:

- Operate the Business in the ordinary course
- Maintain the Business in good standing
- Not make any material changes to the Business without Buyer's consent
- Not enter into any new material contracts or obligations
- Promptly notify Buyer of any material developments or changes

6.3 Cooperation

Seller agrees to cooperate fully with Buyer's due diligence process and provide timely access to all requested information and materials.

7. TRANSITION AND POST-CLOSING SUPPORT

7.1 Transition Period

Buyer requests that Seller provide transition assistance for a period of **[30-90 days]** following closing, including:

- Training on business operations and systems
- Introduction to key affiliates, suppliers, and business partners
- Technical transfer assistance and troubleshooting
- Answering questions and providing guidance as needed

7.2 Compensation

Transition assistance shall be [included in the Purchase Price / compensated at \$_____ per hour / compensated with a flat fee of \$_____] .

7.3 Non-Compete Agreement

Buyer requests that Seller enter into a non-compete agreement for a period of **[2-3 years]** following closing, prohibiting Seller from:

- Operating a competing business in the same niche
- Soliciting customers or users of the Business
- Disclosing confidential information about the Business

8. PROPOSED TERMS FOR DEFINITIVE AGREEMENT

The definitive Asset Purchase Agreement shall include the following provisions:

8.1 Representations and Warranties

Comprehensive representations and warranties by Seller regarding:

- Ownership and title to all assets
- Financial accuracy and completeness
- Legal compliance and absence of litigation
- Intellectual property rights
- Traffic and metrics accuracy

8.2 Indemnification

Mutual indemnification provisions protecting each party from:

- Breaches of representations and warranties
- Pre-closing liabilities (Seller)
- Post-closing liabilities (Buyer)

8.3 Dispute Resolution

Disputes shall be resolved through [mediation/arbitration] in accordance with [specify rules and location].

9. EXPENSES

Each party shall bear its own costs and expenses incurred in connection with this LOI and the proposed transaction, including legal, accounting, and advisory fees, regardless of whether the transaction is completed.

10. BINDING AND NON-BINDING PROVISIONS

10.1 Binding Provisions

The following provisions of this LOI are legally binding on the parties:

- Section 6.1 (Exclusivity)
- Section 6.2 (Business Operations)

- Section 9 (Expenses)
- Section 10 (Binding and Non-Binding Provisions)
- Section 11 (Confidentiality)
- Section 12 (Governing Law)
- Section 13 (Term and Termination)

10.2 Non-Binding Provisions

All other provisions of this LOI are non-binding and are intended only as a framework for negotiating a definitive agreement. Neither party shall have any legal obligation to proceed with the transaction unless and until a definitive Asset Purchase Agreement is executed.

11. CONFIDENTIALITY

This LOI and all negotiations related to the proposed transaction shall be kept strictly confidential by both parties, except as required by law or with prior written consent. This confidentiality obligation supplements and does not supersede the existing Non-Disclosure Agreement between the parties.

12. GOVERNING LAW

This LOI shall be governed by and construed in accordance with the laws of **[State/Country]**, without regard to conflict of laws principles.

13. TERM AND TERMINATION

13.1 Term

This LOI shall remain in effect for **[60-90 days]** from the date hereof, unless earlier terminated or extended by mutual written agreement.

13.2 Termination

This LOI may be terminated:

- By mutual written agreement of the parties
- By Buyer if due diligence is unsatisfactory
- By either party if definitive agreements are not executed within the term
- Automatically upon expiration of the term

13.3 Effect of Termination

Upon termination, the binding provisions of this LOI shall remain in effect, and neither party shall have any further obligations except as specified in those binding provisions.

14. ACCEPTANCE

To accept the terms outlined in this Letter of Intent, please sign and return a copy of this LOI by **[Date]**. This LOI may be executed in counterparts and electronic signatures shall be deemed valid and binding.

If you have any questions or wish to discuss any aspect of this proposal, please do not hesitate to contact me.

SIGNATURES

BUYER:

Signature: _____ Print Name: _____

Title (if applicable): _____
Date: _____

SELLER (ACCEPTANCE):

By signing below, Seller accepts the terms of this Letter of Intent and agrees to proceed with negotiations on the basis outlined herein.

Signature: _____ Print Name: _____

Title (if applicable): _____
Date: _____

ACKNOWLEDGMENT

Both parties acknowledge that:

- They have read and understand this Letter of Intent
- Certain provisions are legally binding as specified in Section 10.1
- Other provisions are non-binding and subject to negotiation
- No definitive agreement exists until an Asset Purchase Agreement is executed
- They have had the opportunity to consult with legal counsel

NEXT STEPS

Upon acceptance of this LOI:

1. Buyer will begin comprehensive due diligence
2. Parties will work toward negotiating definitive agreements
3. All communications will be processed through Acquireyet.com platform when appropriate
4. Both parties will maintain confidentiality and exclusivity as agreed

Document prepared for Acquireyet.com platform transactions. This is a template document. Parties should consult with qualified legal counsel before executing this letter.

IMPORTANT NOTICE:

This Letter of Intent is a significant step in the acquisition process. Both parties should:

- Carefully review all terms before signing
- Consult with legal and financial advisors
- Understand which provisions are binding
- Maintain open communication throughout the process
- Honor all commitments made in this document