

[LETTERHEAD OF BUYER]

[____], 202_

[Target Company Name]
[Target Company Address]

Exclusivity Agreement

Ladies and Gentlemen:

In connection with the proposed transaction (the "Proposed Transaction") between [Target] (the "Company") and [Buyer] (the "Buyer") and in consideration for Buyer undertaking an evaluation of the Proposed Transaction and its devotion of time and resources thereto, the Company and Buyer, intending to be legally bound, hereby agree that from the date of this Agreement through [date] (the "Exclusivity Period") neither the Company nor any of its Affiliates (as defined below), officers, directors, partners, controlling persons, representatives or agents will (a) solicit, initiate, consider, encourage or accept any other proposals or offers from any Person (as defined below), other than Buyer, (i) relating to any acquisition or purchase of all or any portion of the assets of the Company or any of its subsidiaries (other than sales of inventory in the ordinary course of business consistent with past practice), (ii) to enter into any business combination with the Company or any subsidiary of the Company, (iii) to enter into any other extraordinary business transaction involving or otherwise relating to the Company or any subsidiary of the Company, or (iv) relating to any acquisition or purchase of all or any portion of the capital stock of the Company or any subsidiary of the Company, or (b) participate in any discussions, conversations, negotiations or other communications regarding, furnish to any other Person any information with respect to, or otherwise cooperate in any way, assist or participate in, facilitate or encourage any effort or attempt by any other Person to seek to do, any of the foregoing. The Company immediately shall cease and cause to be terminated all existing discussions, conversations, negotiations and other communications with all Persons conducted heretofore with respect to any of the foregoing. The Company shall notify Buyer promptly if any such proposal or offer, or any inquiry or contact with any Person with respect thereto, is made and shall, in any such notice to Buyer, indicate in reasonable detail the identity of the Person making such proposal, offer, inquiry or contact and the terms and conditions of such proposal, offer, inquiry or contact. The Company hereby agrees not to, without the prior written consent of Buyer, release any Person from, or waive any provision of, any confidentiality agreement to which it is a party.