

DISCLOSURE LETTER

To: _____

From: _____
Purpose of Disclosure:

This Disclosure Letter ("Letter") is provided in connection with the agreement between the undersigned parties (the "Agreement"). The purpose of this Letter is to disclose certain information, facts, and conditions related to the subject matter of the Agreement to enable the parties to make informed decisions and to comply with applicable legal requirements under United States law.

Disclosure of Material Facts:

The Discloser hereby represents and warrants that to the best of their knowledge, all material facts, conditions, and information which could reasonably affect the decision of the Recipient with respect to the Agreement have been disclosed herein. Material facts include, but are not limited to, any known defects, liens, encumbrances, pending litigation, violations of law, or other adverse conditions related directly or indirectly to the subject matter of the Agreement.

No Other Representations or Warranties:

Except as expressly set forth in this Letter or the Agreement, the Discloser makes no other representations or warranties, express or implied, including without limitation any warranties of merchantability, fitness for a particular purpose, or non-infringement. The Recipient acknowledges that it has had the opportunity to conduct its own due diligence and investigation regarding the subject matter hereof.

Confidentiality and Use of Information:

The Recipient agrees to keep confidential all information disclosed pursuant to this Letter and to use such information solely for the purposes contemplated in the Agreement. Disclosure to third parties is prohibited except to those advisors, representatives, or affiliates who have a need to know and who agree to be bound by confidentiality obligations no less restrictive than those contained herein.

Limitation of Liability:

The Discloser shall not be liable for any damages or losses arising from the Recipient's use of or reliance upon the disclosed information, except in cases of willful misconduct or gross negligence. The Recipient releases the Discloser from any claims, damages, or liabilities related to such information to the fullest extent permitted by law.

Governing Law and Jurisdiction:

This Letter shall be governed by and construed in accordance with the laws of the United States and the applicable state law where the Agreement is executed, without regard to conflict-of-law principles. Any disputes arising out of or related to this Letter shall be subject to the exclusive jurisdiction of the state and federal courts located therein.

Acknowledgment:

By signing below, the Recipient acknowledges receipt of this Disclosure Letter, understands its contents, and agrees to be bound by its terms.

DISCLOSER'S SIGNATURE

Name: _____

Title (if applicable): _____

Date: _____

Signature: _____

RECIPIENT'S SIGNATURE

Name: _____

Title (if applicable): _____

Date: _____

Signature: _____

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