

# Non-binding Offer Letter for Capital Investment

Date: [Insert Date]

To:

[Recipient Name]

[Company Name]

[Company Address]

Subject: Non-binding Offer for Capital Investment

Dear [Recipient Name],

We are pleased to submit this non-binding offer to invest capital in [Company Name] (the "Company"). This letter outlines the preliminary terms and conditions under which [Investor Name] (the "Investor") would consider making an equity investment in the Company.

## 1. Proposed Investment Amount

The Investor proposes to invest up to [Investment Amount and Currency] in the Company.

## 2. Type of Security

The investment will be made in exchange for [describe security type, e.g., preferred shares, convertible note, etc.].

## 3. Valuation

The pre-money valuation of the Company is proposed to be [Valuation Figure and Currency], subject to adjustments based on due diligence.

## 4. Use of Proceeds

The proceeds of the investment will be used for [general corporate purposes, expansion, working capital, etc.].

## 5. Due Diligence

This offer is subject to satisfactory completion of financial, legal, and commercial due diligence by the Investor.

## 6. Non-binding Nature

This letter is not intended to be legally binding on either party, except with respect to the confidentiality and exclusivity provisions (if any). The terms outlined herein are indicative and subject to the negotiation and execution of definitive agreements.

## 7. Confidentiality

Both parties agree to keep the existence and content of this offer confidential, except as required by law.

## 8. Expiry

This offer will expire if not accepted by [Expiry Date].

Sincerely,

[Investor Name]

[Investor Title/Position]

[Investor Company Name]

Agreed and Accepted by:

[Recipient Name / Company Representative]

[Title / Position]

[Company Name]

Date: \_\_\_\_\_

### **Important Notes**

- This document is only a statement of preliminary intent and is not legally binding, except for any specifically identified sections.
- Definitive terms will be finalized in detailed agreements after negotiations and due diligence.
- Parties should seek independent legal and financial advice before signing any binding documents.
- The offer may be withdrawn or modified at any time prior to execution of the definitive agreements.