



LETTER OF INTENT FOR PURCHASE

March 14, 2022

The Gangster Museum of America
510 Central Ave, Hot Springs, Arkansas 71901
[\[email protected\]](#)

Attention: Robert K. Raines

Re: Letter of Intent to Purchase Services

Dear Robert K. Raines,

The Gangster Museum of America ("Buyer") intends to purchase from Pixel+Bits ("Service Provider") services in the form of digital assets. Such as Video, Graphic, Effect, VR, Static, Animation elements for use in TGMOA VR Immersive Experience. The Purpose of this letter of intent is to define the relationship between the companies to summarize our discussion to date in this regard and to confirm our respective intention regarding the proposed transactions.

1. The Gangster Museum of America intends to purchase services from Pixel+Bits set out in the [TGMOA IMMERSIVE VR EXPERIENCE](#) to complete their project TGMOA VR Immersive Experience. All prices are quoted without freight or delivery charges, or applicable taxes. The Gangster Museum of America agrees to keep all price quotes confidential.
2. The Gangster Museum of America (has provided / will provide) Pixel+Bits with a deposit set in the terms of [TGMOA VR - Pre-Production](#). Deposit shall be non-refundable in the event that The Gangster Museum of America decided to not move forward with TGMOA VR Immersive Experience. However, all assets created at that point are the sole property of The Gangster Museum of America.
3. The parties agree to use good faith and their best efforts to conclude a binding final agreement on or before April 4, 2022. In the event that a final agreement is not signed on or before such date for any reason, the parties shall each have the right to terminate the negotiations without liability.
4. During the negotiations hereunder, both parties agree to comply with all applicable laws and regulations.
5. The final agreement will contain additional terms and conditions appropriate for a contractual relationship of this kind including but not limited to, representations and warranties by The Gangster Museum of America; notices; force majeure; indemnification and liability; termination and other similar provisions.

Client Information

Signed on **Mon Apr 15 2024 12:56:16 GMT-0700 (Pacific Daylight Time)**

IP Address: 156.146.31.14

Audit Log

15/04/2024 12:56:19, **Contract signed online by client using 156.146.31.14**