

# SALE OF SHARES AGREEMENT

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

## Seller Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Buyer Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Company and Shares Information:

Company Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Number of Shares to be Sold: \_\_\_\_\_

Class of Shares: \_\_\_\_\_

Purchase Price per Share: \_\_\_\_\_ USD

## Payment Terms:

Total Purchase Price: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

## Clause 1 – Sale and Transfer of Shares

Seller agrees to sell, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, the number and class of shares identified above (the “Shares”), free and clear of any liens, encumbrances, and claims.

## Clause 2 – Purchase Price and Payment

The total purchase price for the Shares (the “Purchase Price”) shall be paid by Buyer to Seller in accordance with the Payment Terms set forth herein. Payment shall be made in immediately available funds unless otherwise agreed in writing.

## Clause 3 – Closing

The closing of the sale and purchase of the Shares (the “Closing”) shall occur at a time and place mutually agreed by the parties, upon satisfaction of all conditions precedent set forth in this Agreement.

## Clause 4 – Representations and Warranties of the Seller

Seller represents and warrants that: (a) Seller is the lawful owner of the Shares and has full right, title, and authority to sell the Shares; (b) the Shares are free and clear of all liens, encumbrances, and restrictions; (c) Seller has not granted any options, rights of first refusal, or other agreements affecting the Shares to any third party; and (d) no consent or

approval of any third party is required to consummate the transactions contemplated herein.

**Clause 5 – Representations and Warranties of the Buyer**

Buyer represents and warrants that Buyer has full authority to enter into this Agreement and consummate the transactions contemplated hereby and that the execution and delivery of this Agreement have been duly authorized by all necessary action.

**Clause 6 – Conditions Precedent to Closing**

The obligations of the parties to consummate the Closing are subject to the fulfillment, prior to or at Closing, of certain conditions including but not limited to: delivery of all required corporate approvals, absence of material adverse changes, and receipt of any necessary third-party consents.

**Clause 7 – Covenants of the Parties**

Each party agrees to execute and deliver any further documents and to take any further actions as may be reasonably necessary to carry out the intent and purposes of this Agreement and to consummate the transactions contemplated herein.

**Clause 8 – Indemnification**

Seller shall indemnify and hold harmless Buyer from and against any losses, damages, liabilities, costs, and expenses arising from any breach of Seller's representations, warranties, or covenants. Buyer shall similarly indemnify Seller for any breach of Buyer's representations, warranties, or covenants.

**Clause 9 – Confidentiality**

The parties agree to keep confidential all non-public information received in connection with this Agreement and to use such information solely for the purposes of evaluating and consummating the transactions contemplated herein.

**Clause 10 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

**Clause 12 – Amendments and Waivers**

No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

**Clause 13 – Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means that confirm receipt.

**Clause 14 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to an affiliate or successor entity.

**Clause 15 – Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full

force and effect.

**Clause 16 – Waiver of Jury Trial**

To the maximum extent permitted by law, each party knowingly and voluntarily waives its right to a trial by jury in any dispute arising out of or related to this Agreement.

**Clause 17 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Clause 18 – Further Assurances**

Each party agrees to execute and deliver such further documents and to take such further action as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

**Clause 19 – No Third Party Beneficiaries**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

**Clause 20 – Headings**

The section headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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