

Draft Share Purchase Agreement

This Share Purchase Agreement ("Agreement") is made and entered into as of [Date], by and between:

- **Seller:** [Seller Name] of [Seller Address]
- **Purchaser:** [Purchaser Name] of [Purchaser Address]
- **Company:** [Company Name], a company duly incorporated under the laws of [Jurisdiction], with registered office at [Company Address].

Recitals

1. The Seller is the legal and beneficial owner of [Number] fully paid ordinary shares ("Shares") in the Company.
2. The Purchaser desires to purchase, and the Seller agrees to sell, the Shares, on the terms and subject to the conditions set out in this Agreement.

1. Sale and Purchase

Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell and the Purchaser agrees to purchase the Shares for a total consideration of [Purchase Price].

2. Completion

1. Completion shall take place on [Completion Date] at [Location], or at such other place and time as the parties may agree in writing.
2. At Completion:
 - The Seller shall deliver duly executed share transfer forms and share certificates relating to the Shares.
 - The Purchaser shall pay the Purchase Price to the Seller in immediately available funds.

3. Warranties & Representations

1. The Seller represents and warrants that:
 - The Seller is the sole legal and beneficial owner of the Shares and has the full power and authority to sell the Shares.
 - The Shares are free from all liens, charges, and encumbrances.
 - All corporate approvals required for the transaction have been obtained.
2. The Purchaser represents and warrants that they have full power and capacity to enter into this Agreement.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

5. Miscellaneous

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.
2. No amendment to this Agreement shall be effective unless made in writing and signed by both parties.
3. If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller: [Seller Name]

Purchaser: [Purchaser Name]