

# Share Purchase Agreement

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

- **[Seller Name]**, a company incorporated under the laws of [Jurisdiction], with its principal office at [Address] (the "Seller");
- **[Buyer Name]**, a company incorporated under the laws of [Jurisdiction], with its principal office at [Address] (the "Buyer").

## Recitals

WHEREAS, the Seller owns [Number]% of the issued and outstanding shares (the "Shares") in the capital of [Target Company Name], a company incorporated under the laws of [Jurisdiction], with its office at [Address] (the "Company");

WHEREAS, the Buyer desires to purchase and the Seller desires to sell the Shares on the terms and subject to the conditions set forth herein.

## 1. Definitions

1. **"Agreement"** means this Share Purchase Agreement, including all schedules and exhibits attached hereto.
2. **"Closing Date"** means the date on which the completion of the transactions contemplated by this Agreement occurs.
3. **"Purchase Price"** means the aggregate consideration payable by the Buyer to the Seller for the Shares as set out in Section 3.1.
4. Other definitions as required.

## 2. Sale and Purchase

1. Subject to the terms and conditions of this Agreement, the Seller agrees to sell, assign, and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, the Shares.

## 3. Purchase Price and Payment

1. The Purchase Price for the Shares shall be [Amount and Currency].
2. The Purchase Price shall be paid by the Buyer to the Seller at Closing by wire transfer of immediately available funds.

## 4. Conditions Precedent

1. The obligations of the parties to complete the transactions shall be subject to the satisfaction (or waiver) of the following conditions:
  - Completion of satisfactory due diligence by the Buyer;
  - Obtaining all necessary third-party approvals, authorizations, and consents;
  - Other conditions as may be required.

## 5. Representations and Warranties

1. **By the Seller.** The Seller represents and warrants to the Buyer as follows:
  - The Seller is the legal and beneficial owner of the Shares, free from encumbrances;
  - The Seller has full power and authority to enter into this Agreement;
  - Other customary representations and warranties.
2. **By the Buyer.** The Buyer represents and warrants to the Seller as follows:
  - The Buyer has full power and authority to enter into this Agreement and consummate the transaction;
  - Other customary representations and warranties.

## 6. Covenants

1. From the date hereof until the Closing, the Seller shall operate the Company in the ordinary course and shall not, without the Buyer's prior written consent, take any action outside the ordinary course of business.
2. Other covenants as required.

## 7. Indemnities

1. The Seller shall indemnify and hold harmless the Buyer from and against any loss arising out of any breach of the Seller's warranties.
2. The Buyer shall indemnify and hold harmless the Seller from and against any loss arising out of any breach of the Buyer's warranties.

## 8. Confidentiality

1. Each party undertakes to keep confidential the terms of this Agreement and any information received in connection with the transaction.

## 9. Miscellaneous

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].
2. **Entire Agreement.** This Agreement (including the Schedules) constitutes the entire agreement between the parties.
3. **Counterparts.** This Agreement may be signed in counterparts, each of which together shall constitute one and the same agreement.

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For and on behalf of [Seller Name]

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

Title: \_\_\_\_\_

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

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For and on behalf of [Buyer Name]

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

Title: \_\_\_\_\_

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