

SHARE PURCHASE AGREEMENT

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This Share Purchase Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SELLER LEGAL NAME], a [STATE] [ENTITY TYPE / OR an individual residing at] [SELLER ADDRESS] ("**Seller**"); and

[BUYER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [BUYER ADDRESS] ("**Buyer**").

Seller and Buyer are each a "**Party**" and together the "**Parties**."

Recitals. [COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] (the "**Company**"), has issued and outstanding [NUMBER] shares of its capital stock. Seller owns [NUMBER] shares, representing [PERCENT]% of the Company's issued and outstanding shares (the "**Shares**"). Seller wishes to sell, and Buyer wishes to buy, the Shares on the terms set out below. This is a purchase of equity; on Closing, Buyer acquires the Shares and, indirectly, the Company's assets and liabilities. In consideration of the mutual promises below, the Parties agree as follows.

1. Sale and Purchase of Shares

1.1 Agreement to sell. Subject to the terms of this Agreement, Seller will sell and transfer the Shares to Buyer, and Buyer will purchase the Shares, free and clear of all liens, encumbrances, and third-party rights.

1.2 Title. Seller is the sole legal and beneficial owner of the Shares and has full right and authority to sell them.

1.3 No restrictions. The transfer of the Shares does not violate the Company's governing documents, any shareholder or voting agreement, or any preemptive, right-of-first-refusal, or co-sale rights, or all such rights have been waived in writing before Closing.

2. Purchase Price and Payment

2.1 Purchase price. The total purchase price for the Shares is [AMOUNT] in [CURRENCY, e.g. US dollars] (the "**Purchase Price**"), subject to the adjustments in Section 2.4.

2.2 Payment. Buyer will pay: (a) a deposit of [AMOUNT] on signing, held [IN ESCROW / BY SELLER]; (b) [AMOUNT] in immediately available funds at Closing; and (c) any balance under the terms in **Schedule A**.

2.3 Escrow holdback. [AMOUNT or PERCENTAGE] of the Purchase Price will be held in escrow for [PERIOD] to secure Seller's indemnification obligations, on the terms of the escrow agreement in **Schedule B**.

2.4 Adjustments. The Purchase Price assumes the Company has [TARGET NET WORKING CAPITAL] and no indebtedness at Closing, and will be adjusted dollar for dollar for differences as of the Closing Date, with a true-up within [NUMBER] days after Closing.

2.5 **Taxes.** Each Party is responsible for its own taxes arising from the sale. Seller is responsible for taxes attributable to the Company for pre-Closing periods, except to the extent reflected in the Purchase Price adjustment.

3. Closing

3.1 **Closing.** The closing (the "**Closing**") will occur on **[CLOSING DATE]**, or on another date the Parties agree, at **[LOCATION OR REMOTELY]** (the "**Closing Date**").

3.2 **Seller's deliveries.** At Closing, Seller will deliver: (a) share certificates (if certificated) duly endorsed for transfer, or instruments of transfer for uncertificated shares; (b) resignations of **[DIRECTORS / OFFICERS]** as agreed; (c) the Company's minute books, registers, and corporate records; and (d) any required consents and releases.

3.3 **Buyer's deliveries.** At Closing, Buyer will deliver the cash portion of the Purchase Price, any notes or security documents, and the executed escrow agreement.

3.4 **Effect.** On Closing, record and beneficial ownership of the Shares passes to Buyer, and the Company's share register will be updated accordingly.

4. Representations and Warranties of Seller

4.1 **Authority and title.** Seller has the authority to enter into this Agreement and owns the Shares free and clear of all encumbrances.

4.2 **Capitalization.** The Shares are validly issued, fully paid, and non-assessable, and constitute the percentage of the Company's equity stated in the Recitals. There are no outstanding options, warrants, or other rights to acquire equity of the Company except as disclosed in **Schedule C**.

4.3 **Company financials.** The Company's financial statements provided to Buyer fairly present the Company's financial position in all material respects and were prepared in a consistent manner.

4.4 **Compliance and litigation.** To Seller's knowledge, the Company complies in all material respects with applicable laws and permits, has filed required tax returns, and is not subject to pending or threatened litigation except as disclosed in **Schedule D**.

4.5 **Material contracts and liabilities.** The Company's material contracts are valid and in good standing, and the Company has no material undisclosed liabilities outside the ordinary course.

5. Representations and Warranties of Buyer

5.1 **Authority.** Buyer has the authority to enter into and perform this Agreement.

5.2 **Funds.** Buyer has, or will have at Closing, sufficient funds to pay the cash portion of the Purchase Price.

5.3 **Investment intent.** Buyer is acquiring the Shares for its own account and not with a view to a distribution in violation of applicable securities laws, and has had the opportunity to conduct due diligence on the Company.

6. Covenants

6.1 **Conduct before Closing.** Between signing and Closing, Seller will cause the Company to operate in the ordinary course, to preserve its relationships and assets, and not to declare dividends, issue equity, or take extraordinary actions without Buyer's consent.

6.2 **Access.** Seller will give Buyer reasonable access to the Company's records, premises, and personnel for due diligence and transition planning.

6.3 **Non-competition and non-solicitation.** For [NUMBER] years after Closing and within [GEOGRAPHIC AREA], Seller will not compete with the Company's business or solicit its customers or employees, to the extent permitted by applicable law. [Enforceability of restrictive covenants varies substantially by jurisdiction; confirm scope with counsel.]

6.4 **Further assurances.** Each Party will execute additional documents and take further actions reasonably necessary to carry out this Agreement.

7. Conditions to Closing

7.1 **Mutual conditions.** Each Party's obligation to close is subject to the other's representations being accurate in all material respects, performance of the other's obligations, and the absence of any law or order prohibiting the sale.

7.2 **Buyer's conditions.** Buyer's obligation to close is also subject to receipt of required consents and waivers, satisfactory due diligence, and the absence of a material adverse change in the Company.

8. Indemnification

8.1 **By Seller.** Seller will indemnify Buyer against losses arising from breach of Seller's representations, warranties, or covenants, and from pre-Closing tax and undisclosed liabilities of the Company.

8.2 **By Buyer.** Buyer will indemnify Seller against losses arising from breach of Buyer's representations, warranties, or covenants.

8.3 **Procedure and limits.** The indemnified Party will give prompt written notice and allow the indemnifying Party to participate in the defense. Claims are subject to a [BASKET] of [AMOUNT] and a cap of [AMOUNT], recoverable first from the escrow, except for fraud, title to the Shares, and tax matters.

9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.2 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except that Buyer may assign to an affiliate or successor on written notice.

9.4 **Entire agreement; amendment.** This Agreement, with its Schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 **Survival.** Representations, warranties, covenants, and indemnification obligations survive Closing for [NUMBER] months, except for fundamental representations and tax matters, which survive for the applicable statutory period.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Share Purchase Agreement as of the Effective Date.

SELLER

BUYER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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