STRICTLY DENTIAL

RELATING T

<<Name of B

OF THE WH

<< Name of Company b

<<Name

UISITION BY

HE BUYER")

APITAL OF

C ("THE COMPANY")

LER[S]")

DATED

1. SALE AND PURCHASE

The Seller[s, whose oblicthe restrictive undertaking several] shall sell with full capital of the Company from the Company fr

2. PRICE AND PAYMENT

The purchase price shall sum of £<<Amount>> on favour of the [Seller] [Sell payable to the Sellers in capital of the Company.]

3. WARRANTIES AND TAX

- 3.1 The Seller[s] shall give commercial, accounting, and its business.
- 3.2 All warranties are to be gi
- 3.3 The Seller[s] shall give t and reliefs agreed with completeness and adequ has become due.

4. QUALIFICATIONS TO W

The liability of the Seller[s various qualifications to Buyer.

transaction (except in relation to ph 5 below) are to be joint and Buyer shall buy, the entire share of encumbrances.

Buyer to the Seller[s] in full of the draft or by telegraphic transfer in Sellers' solicitors] [, which shall be bective holdings of shares in the

dard set of warranties covering ating to or affecting the Company

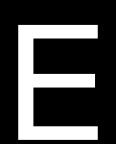
irly disclosed in a disclosure letter.

ant, which shall extend to losses shall be an indemnity as to the and the payment of all tax which

COVENANT

nd tax covenant shall be subject to ed between the Seller[s] and the





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5. NON-SOLICITATION AN

The [Seller [on behalf of shall enter into restrictive period of << Insert number that [it will not] [none of the for any other person:

- 5.1 Solicit orders from any cu or services>>:
- 5.2 Do anything which [it] [the be reasonably likely to consider reduce its supplies to the
- 5.3 Solicit or employ or of possession of confidentia its customer relationships
- 5.4 Be interested, directly of business which consists business>> except as the shares of a company vexchange.

6. **GUARANTEES**

Following completion, the release of the [Seller [a guarantees or indemnities in respect of the liabilities shall indemnify the [Selle any liability which it maindemnity.

7. **CONFIDENTIALITY**

- 7.1 [Neither] [No] party sl transaction, or the negoragreement unless otherwemployees, and to custo agreed. No other anno [either] [any] party witho law.
- 7.2 [Nothing in these head confidentiality agreement completion.]

8. COSTS

Each party shall be responded to completion.

aries from time to time]] [Sellers] of the Buyer which will last for the ompletion, including undertakings ther [itself] [themselves] or with or

for the supply of <<Specify goods

asonably to know would cause or Company to cease or materially

employee of the Company in the Company or able to influence

ecify geographical area>> in any aterial extent <<Specify nature of irposes only of less than 5% of the on any recognised investment

nable endeavours to procure the in its group]] [Sellers] from any of purchase agreement and given y other company in its group and any in its group]] [Sellers] against rirtue of any such guarantee or

announcement concerning the prior to signing the formal legal Announcements will be made to wing completion, in a form to be ne transaction shall be made by ne other[s] except as required by

t the operation of the existing in full force and effect, pending

ts whether or not the transaction

9. **DUE DILIGENCE**

- 9.1 Following the signing of t adviser>> will be permitte
- 9.2 Neither <<Insert name professional advisers or a staff of the Company representative of the Selle what extent such access <<Insert name of Buyer's agents disclose to any of work being carried out.]

10. **COMPLETION**

The parties will use reas as possible with the aim of

With the exception of paragraphs terms and all communications, described as "subject to contract", times subject to contract, and no contracts are exchanged, provided respect of any fraudulent misrepre

Signed for and on behalf of the Buyer in the presence of: <<Insert name and a

EITHER

Signed for and on behalf of The Seller in the presence of:

OR

Signed by <<Name of Seller>> (or of the Sellers) in the presence of: <<Insert name and address of

Signed by <<Name of other Seller of the Sellers) in the presence of: <<Insert name and address of

Signed by <<Name of other Seller of the Sellers) in the presence of: <<Insert name and address of

Signed by <<Name of other Seller of the Sellers) in the presence of: <<Insert name and address of

Insert name of Buyer's solicitor or ce on behalf of the Buyer.

adviser>> nor any of the other be permitted access to any of the en approval of the designated d to specify when, to whom and to Buyer shall ensure that neither r its other professional advisers or the reasons for the due diligence

rogress the transaction as quickly ion on or before <<Date>>.

are legally binding, these heads of and whether or not individually their respective advisers are at all all arise, unless and until formal de liability or any remedy for or in

ill also sign>>

n>>

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n>>

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