DATED <<Date>>

(1) <<Name of Seller>>

- and -

(2) <<Name of Buyer>>

# SHARE SALE AND PURCHASE AGREEMENT

- relating to the sale of <<Insert Percentage>>% of -

<<Name of Company>>LIMITED

# THIS AGREEMENT is made the <<Day>> day of <<Month>> <<Year>>

# **BETWEEN:**

- (1) <<Name of Seller>> of <<Insert seller's address>> ("the Seller"); and
- (2) <<Name of Buyer>> of <<Insert buyer's address>> ("the Buyer")

## WHEREAS:

- A. At all material times the Company (as defined below and whose details are set out in Schedule 1) is a private limited company and at the date of this Agreement has an issued share capital of <<Number>> fully paid ordinary shares of £<<Amount>> each (the "Shares").
- B. The Seller is the registered and beneficial holder of all the Shares.
- C. The Seller is proposing to sell a certain percentage of the Shares to the Buyer, (the "Sale Shares" as defined below).
- D. The Seller is willing to sell and the Buyer is willing to buy the Sale Shares on the terms and subject to the conditions set out in this Agreement.

#### IT IS AGREED AS FOLLOWS:

# 1. INTERPRETATION

In this Agreement:

1.1 The following words and expressions shall have the meanings set out below:

"the Accounts" means the audited accounts of the Company comprising

an audited balance sheet as at the Accounts Date and audited profit and loss account for the financial period ended on the Accounts Date together with the reports of the directors and auditors, any cash flow statements and

all notes relating to such Accounts;

"the Accounts Date" <<Insert Accounts Date>>;

"the Act" the Companies Act 2006;

"Articles" the current articles of association of the Company;

"Business Day" any day (other than Saturday) on which clearing banks

are open for normal banking business in London;

"the Company" << Name of Company whose shares are being acquired>>

Limited;

"Completion" hase of the Sale Shares in comple accord s Agreement; the dat "Completion Date" "Conditions" the cor mpletion set out in Clause 4; "Confidential all se mmercial, financial and Information" technid w-how, trade secrets. inventi and other information m or medium and whether whatso disclos ting, together with all reprod m or medium and any part or parts the cu "Directors" ompany and a "Director" dictates: means "the Disclosure Letter" the lett itors to the Buyer with the same d "Encumbrance" rson (including any right to any int acquire emption) or any mortgage, charge nt, hypothecation, security, ther security agreement or interes or not; arrange "Notice" include and, consent or commu "Parties" means ement and "Party" means either t relevant "the Sale Shares" <<Inse hares in the Company to be sol Buyer on the terms and subject Agreement; "the Seller's Solicitors" <<Inse tors>> or a successor firm; and "the Warranties" the wa hedule 4 and the word "Warra er shall be deemed to be a of Schedule 4 with that referen numbe 1.2 Unless the context otherwis rds and expressions used in this Agreement which are ave the same meaning as they have in the Act when u but "company" shall mean and include both "company as "company" and "body

other

corporate" are defined in the

1.3 A reference to a particular st includes any amendment, ex Agreement from time to extension or re-enactment liability or restriction on, or of

- 1.4 The Schedules form part of t
- 1.5 A reference to any gender reference to a "person" inclu body (whether or not having
- 1.6 The singular includes the plu
- 1.7 A person shall be deemed connected with such other Corporation Taxes Act 1988
- 1.8 References to "indemnify" circumstance include inden against all liabilities, losses, interest which he may suffe circumstance.
- 1.9 The headings are inserted construction or interpretation

#### 2. AGREEMENT FOR SALE AND P

On the terms of this Agreement, effect from Completion, the Sale Encumbrance and together with a them including, in particular, the declared, made or paid on or after

#### 3. CONSIDERATION

The purchase price payable to th Schedule 2.

#### **CONDITIONS** 4.

- 4.1 Completion is subject to an been either waived in writing
  - 4.1.1 [The Seller hereby relation to the Sale S
  - 4.1.2 The Seller waiving relation to the Sale S

being issued, rather existing shares being transferred emption that requires a waiver. It is advisable to check.

or subordinate legislation of it after the date of this t that such amendment. w or extended obligation. the rights of, any Party.

and neuter gender and a brporate or unincorporated

another if that person is section 839 of Income &

ny person against any im indemnified from and ges, costs, expenses and with or arising out of that

and shall not affect the

the Buyer shall buy, with guarantee, free from any nay in the future attach) to vidends and distributions nt.

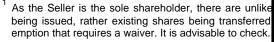
ares shall be as set out in

Ilowing Conditions having sfied:

n rights it may have in

rictions that may exist in re the waiver of any rights

mption and the sale shares are not e in the Company's Articles to pre-





or restrictions which shareholders' agreer nothing which may re

- 4.1.3 [<<Add any other circumstances of the
- 4.2 The Seller shall procure (s satisfied, in each case, on place in accordance with Cla

# 5. COMPLETION

- 5.1 Completion shall take place at such other location agreed
- 5.2 On Completion, and on the obligations under Clause 4 a 5.2.1 make the payments with Clause 3; and
  - 5.2.2 acknowledge receipt
- 5.3 If any of the provisions of Completion Date, then (with have pursuant to the terms default may rescind this Agre the other.
- 5.4 Completion will comprise the
  - 5.4.1 the Seller shall produce demonstrating that ea
  - 5.4.2 the Seller (as the reg the Buyer a transfer with the relevant sha the Company's share
  - 5.4.3 the Seller delivering t
- 5.5 The shareholdings in the Co3.
- 5.6 [Following Completion, the F view to executing a formal s relationship and the working months of Completion>>.]<sup>3</sup>

nether in the Articles or a er to ensure that there is sale Shares to the Buyer.

be necessary to the

at the Conditions will be nd that Completion takes

at <<Specify location>> or

ler has complied with its

Completion in accordance

ot complied with on the all rights of action it may therwise) the Party not in ffect by notice in writing to

ridence as he may require been satisfied;

le Shares) shall deliver to rour of the Buyer together the name of the Buyer in

re Letter duly executed.

are as set out in Schedule

od faith discussions with a to regulate their on-going ping forward within << 2

new shareholder in the Company's 25% of the shares, issues like PSC

f control that is being given away as

As this agreement assumes that 20% or less of the sh PSC register will not be required. However if this temp registration will need to be considered.

This clause should only be included if the parties consipart of the sale.

# 6. BUYER'S DIRECTOR

- 6.1 The Buyer, for so long as he of Shares in the Company, t sale shares being purchase total issued ordinary shares the board.
- 6.2 Such person shall be known
- 6.3 The Buyer may appoint him director and can remove thi instead.
- 6.4 The Buyer may appoint the identity in writing at the C require the Seller's approval
- 6.5 If the Buyer's shareholding percentage of <<Insert % immediately resigns from his

# 7. WARRANTIES

- 7.1 The Seller warrants to the accurate in all respects and i
- 7.2 Any Warranty qualified by th and belief" or "so far as the deemed to include knowled which the Seller would have includes the knowledge, info be reasonable to make such has been made.
- 7.3 The Seller acknowledges the inducing the Buyer to enter on the Warranties in entering
- 7.4 The rights and remedies of affected by Completion or by
- 7.5 Each Warranty is a separate reference to or inference from
- 7.6 The Seller shall indemnify limitation legal costs on a fumay incur, either before or connection with any legal p which judgment is given t judgment.
- 7.7 Any payment by the Seller f pound for pound a repaymer Shares.

s than a minimum number this may be the number of ert %>> of the Company's point one director to sit on

n that he wants to be his appoint another person

Company of the person's ice. The Buyer does not is Director.

low the required minimum rocure that this Director the Company.

e Warranties is true and e of this Agreement.

t of the Seller's knowledge similar expression shall be of which the Seller has or reasonable enquiries and y person of whom it would s stated that such enquiry

anties with the intention of that the Buyer has relied

he Warranties shall not be he Buyer.

be limited or restricted by

costs (including without expenses which the Buyer any legal proceedings, in fany of the Warranties in enforcement of any such

Warranties shall constitute consideration for the Sale

7.8 The Seller shall notify the B circumstance which constit Warranties.

# 8. LIMITATIONS ON CLAIMS

- 8.1 No claim in respect of any Warranty in paragraph 1 of fraud, dishonesty or wilful no by or on behalf of the Buyer period of <<Number, usually</p>
- 8.2 Except in any case of fraud,
  - 8.2.1 the Seller's liability in the Warranties (exce Warranties in paragr shall not exceed the 3;
  - 8.2.2 the Seller shall have under the Warranties
    - 8.2.2.1 equals or ex words>> pol
    - 8.2.2.2 would, when Seller of £<< pounds) or r (<<'Y' amou

in which ca which the recoverable

For the purposes of this Cla matter shall be treated as on

8.3 The Seller shall not, if any terms of this Agreement, ma or any employee of the Co before agreeing to any term the Disclosure Letter.

# 9. CONFIDENTIAL INFORMATION

Each Party shall keep and proculinformation relating to the Compregarding the contents of this Agother Party's written approval.

#### 10. NON-COMPETITION

10.1 The Buyer covenants with th

omes aware of any fact or nstitute a breach of the

Varranties (other than the ide (except in any case of ce thereof has been given h, before the expiry of the g Completion.

disclosure:

by the Buyer under any of t of any breaches of the vhen aggregated together by the Seller under Clause

f any claim by the Buyer

figures>> (<<'X' amount in

er such claims against the (<<'X' amount in words>> <<'Y' amount in figures>>

nd not just the amount by 8.2.2 are exceeded) is

g out of the same subjectn as individual claims.

t by the Buyer under the Company or any Director whom it may have relied thorising any statement in

I, all and any Confidential s shall be made publicly without first obtaining the 10.1.1 while he is a Director a business that comp

10.1.2 at any time following after his departure f involved or have an Company either direct customer of the Company.

10.2 Each of the undertakings in

10.2.1 considered by the Pa

10.2.2 given for the purpos Company.

10.3 Accordingly, if any restricti unenforceable, but would be reduced, the restriction sh necessary to make it valid ar

## 11. ASSIGNMENT

This Agreement is personal to the hereunder, or sub-contract or oth except in accordance with the tern

### 12. RIGHTS OF THIRD PARTIES

For the avoidance of doubt, nothing any benefit or the right to enforce

# 13. CONFLICT WITH ARTICLES

Insofar as any provision of this A Articles, the provisions of this Agr the Seller and the Buyer shall provisions hereof.

# 14. ENTIRE AGREEMENT

This Agreement and the docume between the Parties and super understandings between the Partie

# 15. NOTICES

All notices to be given under this delivered personally, sent by first duly served:

- 15.1 in the case of a notice delive
- 15.2 in the case of a notice sent Days after the date of dispat

all not have any interest in with the Company;

nths, usually 6 at most>> Director, he shall not be s that competes with the y business dealings with a any Director or employee

is:

hd

ness and goodwill of the

10.1.2 is found to be vere deleted or the period nodifications as may be

ay assign any of its rights its obligations hereunder,

Il confer on any third party eement.

with any provisions of the any Party shall so require, amended to agree with the

tain the entire agreement revious agreements and

writing and shall either be mail and shall be deemed

e of delivery;

aid post, 2 clear Business

15.3 in the case of an email, if se transmission and if sent o following Business Day prov prepaid post or by hand by the

# s hours then at the time of hours then on the next copy is sent by first class hand by the sent by the

### 16. COUNTERPARTS

This Agreement may be executed original and which together have same document.

### 17. NO PARTNERSHIP

This Agreement shall not be cons between the Parties.

# 18. MISCELLANEOUS

- 18.1 Any amendment, alteration writing and signed by the sig
- 18.2 The signatories agree to s
  Agreement into effect.
- 18.3 Insofar as the provisions of Completion, they shall re Completion.
- 18.4 Each Party shall, except w incidental to this Agreemen shall lawfully exercise any rig Seller shall indemnify the Bu Buyer in connection with this
- 18.5 The provisions of this Agree and, if at any time any of unenforceable, the validity, any way be affected or impa

## 19. GOVERNING LAW AND JURISD

This Agreement shall be governed England and Wales. The parties jurisdiction of the courts of England

The parties or their authorised representa this Agreement is delivered on the date st

**SIGNED** by or on behalf of the parties the

rparts, each of which is an ach Party had signed the

artnership or joint venture

nent is only valid if it is in nt.

nts necessary to put this

t have been performed at deffect notwithstanding

pay its own costs of and except that, if the Buyer escind this Agreement, the and costs incurred by the ect matter.

distinct from one another, ecomes invalid, illegal or of the others shall not in

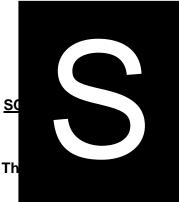
cordance with the laws of exclusive] [non-exclusive]

Agreement as a deed and his Agreement.

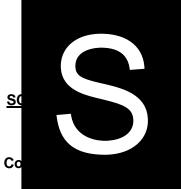
written



# Signed as a Deed by <<Seller>> <<Full Name>> In the presence of <<Witness>> Witness's Signature ..... Name ..... Address ..... Occupation ..... Signed as a Deed by <<Buyer>> <<Full Name>> In the presence of <<Witness>> Witness's Signature ..... Name ..... Address ..... Occupation .....



Name: Registered Office: Directors: [Secretary:] Registered Number: Date of Incorporation: [Authorised Share Capital:] Issued Share Capital: Accounting Reference Date:



- The purchase price payable to th £<<Amount in figures>> (<<Amou on Completion.
- The sum payable to the Seller patcher's draft in favour of the [Se be sufficient discharge to the B account:

Bank: << >>

Branch: << >>

Sort Code: << >>

Account Name: << >>

Account Number: << >>]

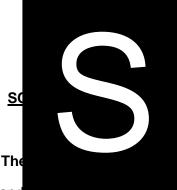
nares shall be the sum of which shall be paid in cash

shall be paid by way of whose receipt thereof shall transfer to the following



SC Post Compl

Member	Number of	centage of equity share capital held (%)
Seller		
Buyer		
Total		



[This warranty schedule is short form and to be extended depending on the transact

- The Seller is the legal and benef them for anyone else. The Sale S to any Encumbrance.
- 2. The information in Schedule 1 is tr
- 3. All information in the Disclosure enquiries, is true, complete and ad
- The Accounts are accurate in all r and have been prepared in acc applicable statutes and regulations
  - 4.1 show a true and fair view of Accounts Date and are not a or non-recurring items; and
  - 4.2 are in accordance with ge current Statements of Standards, all of which have
- Since the Accounts Date there ha or trading position of the Company
- The management accounts have Accounts, and they fairly repres Completion and for the period of r the management accounts.
- There is no litigation or dispute of the Company and any third party.
- The Company is not subject to a given any legal promise to any cou
- All intellectual property which is software, creative content or trade
  - 9.1 listed in the Disclosure Lette
  - 9.2 owned legally by the Compa
  - 9.3 not being held by the Compa
  - 9.4 has not been charged to any
  - 9.5 if it is registrable, it is proper
  - 9.6 none of it infringes the rights
- 10. No one is infringing the Company's
- 11. The Company has complied with

warranties and may need

Shares and is not holding nd none of them is subject

spects.

er's replies to the Buyer's pects.

misleading in any respect ply with all relevant and

of the Company as at the extraordinary, exceptional

nting principles and with and Financial Reporting

rse change in the financial

basis consistent with the n of the Company as at ounts Date and the date of

ng or threatened between

her ruling, and it has not

bany's business [such as

nts.

tion legislation in the way

that it handles data of individuals a

- 12. The Company has no debts in its more than three months, and all its
- 13. The Company has not granted Encumbrance).
- 14. All the Company's assets, stock a for fair wear and tear) and they a held by the Company on behalf of
- The Company is not a signatory t which any director or shareholde signatory.
- 16. Accurate and complete copies of directors and consultants are a outstanding breaches of any of the outstanding obligations under the this Agreement is dated.
- The Company has not received redundancy, unfair, constructive of from any of its employees, director
- The Company has no arrange allowances or other benefits to any
- The Company has complied requirements that apply to it, and consents that it needs to carry on it
- Neither the Company nor any of it in the case of its directors, minor tr
- The Company has kept all its reco by law.
- 22. Accurate and complete copies of to the Disclosure Letter. The Col date; all the policies are in full for anything that means that the p circumstances that might give rise
- The Company has no subsidiarie company.
- The Company has no long-term or investments.
- None of the Company's contracts
   Agreement.
- 26. The Company has not given any

notice of breach.

nave been outstanding for to it in full.

of its assets (such as an

n good condition (allowing the Company and are not

ement (including loans) to cted with them) is also a

tracts with its employees, ire Letter. There are no mpany does not have any led in the month in which

o receive) any claims for any kind of discrimination,

nsions, sickness benefit, consultants.

lations and other legal permissions, licences and

ted any crime (other than,

nts up-to-date as required

ance policies are attached rance premiums in full to not done, or failed to do, d on; and there are no the Company.

a subsidiary of any other

it has no significant capital

luse it is entering into this

ed compensation such as

indemnities, and it is not signato sharing or any agreement for sh companies.

- 27. The Company is not in breach of a
- 28. Full details of the Company's bank Disclosure Letter. The Company arrangements and it has no outsta
- 29. No arrangement has been reached owes money to) about the enfounding an administrator) has be behalf of its creditors or any court.
- 30. No action has been taken over any
- 31. The Company is not insolvent with
- 32. The Company has filed all tax reand Customs (HMRC). It is not in any country, and it does not know
- 33. The Company has paid or made a and it is not subject to any fines or
- 34. The Company has not entered in for the avoidance of taxation.

int venture, option, profittax reliefs with any other

facilities are set out in the any terms of its banking

reditors (i.e. the people it their debts, and no one the Company's affairs on

alf of a creditor.

olvency Act 1986.

ve filed with HM Revenue ny other taxing authority in to such a dispute.

for which it is responsible,

igned completely or partly