



SHARE PURCHASE AGREEMENT

This **Share Purchase Agreement** (shall be referred as "**Agreement**" hereinafter) is made on _____, by and among;

The Seller

and

The Purchaser

The seller and the Purchaser shall be collectively referred to as the "**Parties**" and each one of the Parties, separately, as a "**Party**".

RECITALS

WHEREAS, the Seller and the Purchaser are shareholders of _____ (the "**Company**" hereinafter) and have executed the Shareholders Agreement of the Company dated _____,

WHEREAS, the Purchaser wish to increase its shares by purchasing the Seller's some shares,

WHEREAS, the Parties now wish to set forth the terms and conditions of the purchase agreement and this Agreement shall govern the relationship between the Parties arising regarding this transfer procedure,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings stipulated herein and subject to and on the terms hereinafter set forth, the Parties hereby agree as follows:

1. Definitions

When used in this Agreement, the following terms shall have the respective meanings set forth below:

“**Closing**” shall mean the completion and consummation of all transactions contemplated in this Agreement;

“**USD**” or “**\$**” means the currency of United States of America;

“**Regulator**” means any independent regulator, administrative or government agency, municipality, any subdivision, court or commission or other authority thereof, or any governmental or private body exercising any regulatory, taxing, importing or other governmental authority, in each case having jurisdiction over any of the Parties or the subject matter of this Agreement;

“**Shareholders Agreement**” shall mean the agreement between the shareholders of the Company dated _____ ;

“**Shares**” shall mean any and all shares owned by the shareholders regarding the shareholders agreement;

“**Transaction**” shall mean the transfer of shares which have been consummated by Sellers and Purchasers according to this Agreement or applicable law.

2. Sale and Purchase

Purchaser will purchase from the Sellers mentioned below the shares in the following amounts:

Seller	Number of Shares	Purchase Price in USD

3. Closing

The Closing shall take place on _____ following the fulfilment of the pre-closing transactions, _____ at _____ the _____ address _____ of _____.

On the closing date, the Purchaser shall deliver the purchase price to the Seller. The Seller shall deliver to Purchaser, _____, all share certificates, documents of title, invoices, deeds of title, legal book records, agreements and all other documents as related to the transfer of Shares to the Purchaser.

The Seller and the Purchaser shall deliver to each other any and all other assignments, documents, instruments and conveyances reasonably requested by the other to effect the Closing, evidence satisfaction of the conditions precedent to closing and evidence of the Seller's ownership right and full title over the shares.

4. Representation and Warranties of the Parties

- The Seller represents and warrants that it is the legal and beneficial owner of the shares being sold, and that it has the full power and authority to sell and transfer the shares.
- The Seller has no obligations or liability of any nature on the shares not reflected in the company books, if applicable in balance sheets and financial statements.
- No contract, liability or commitment has been entered into by the Seller which are of a long term or unusual nature and which may effect the shares that are subject to transfer.
- The Purchaser has the financial ability to bear the economic risk of this investment, has adequate means for providing for the current needs and contingencies of the Purchaser and has no need for liquidity with respect to the investment in the Company.
- The Purchaser acknowledges and is aware that there are substantial risks of loss of investment incident to the purchase of the shares.

5. Termination

This Agreement may be terminated at any time with immediate effect of the followings on or prior to the Closing: **(a)** By mutual agreement of the Purchaser and the Seller in writing; **(b)** By the Purchaser, if the Seller fails to perform the conditions precedent and any of its Pre-Closing representations and warranties on or before the Closing Date; **(c)** By either Party, in the event of breach of any obligations set forth under this Agreement.

Any termination of this Agreement shall be without prejudice to any rights and obligations of the Parties accrued or incurred prior to the date of such termination, which shall survive the term of this Agreement.

6. Prohibition of Competition

For a period of _____ years following the transfer of shares in the Company, any and each of the Seller shall not, indirectly and/or through third persons and/or their spouses and/or relatives by blood or marriage, engage in activities with regard to the subject of activity and purpose of activity and the business of the Company under any circumstances (including consultancy).

The Seller accepts and undertakes that they shall encourage all persons and companies that have business relations with the Company to do business with the Company that they shall not try to discourage such from doing business with the Company and shall not use available relationships for their advantage.

7. Confidentiality

Each Party undertakes for itself and guarantees to keep confidential any information relating to or that was disclosed in preparation of or as required under this Agreement and to prevent the passing on of such information to third parties (the “Confidential Information”) other than mandatory notification responsibilities under Law. Purchaser shall be obliged to disclose transaction to the statutory bodies under the law of the land or any other Governmental Regulatory Authorities which shall not be deemed as a breach of confidentiality obligation.

In particular, each Party shall treat as strictly confidential and not disclose or use any information relating to the transaction or the shares and any other information relating to the business, financial or other affairs of the other Party.

8. Miscellaneous

- **Assignment** - This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party hereto. No Party may assign, transfer, charge or deal in any way with the benefit of, or any of its rights under or interest in, this Agreement except with the prior written consent of the other Parties.
- **Amendments** - Unless stated otherwise, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all Parties.
- **Severability** - Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof. The Parties shall replace any invalid or unenforceable term or provision by a valid or enforceable provision which most accurately reflects the economic purpose of the invalid or unenforceable term or provision.
- **Entire Agreement** - This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.
- **Waivers** - No waiver by any Party of any right, default, misrepresentation or breach of obligation, warranty, covenant or any provision hereunder, whether intentional or not, shall be deemed to extend to any other prior, contemporaneous or subsequent right, default, misrepresentation or breach of obligation, warranty, covenant or any provision hereunder or affect in any way any rights arising by virtue of any other such occurrence. Any such waiver shall be deemed effective only if given in writing and signed by the Party charged with such waiver.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . The parties agree that any legal action or proceeding arising from or related to this agreement shall be brought exclusively in the courts of _____ .

The Seller

Name

Date

Signature

The Purchaser

Name

Date

Signature

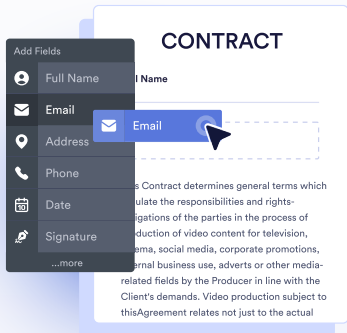


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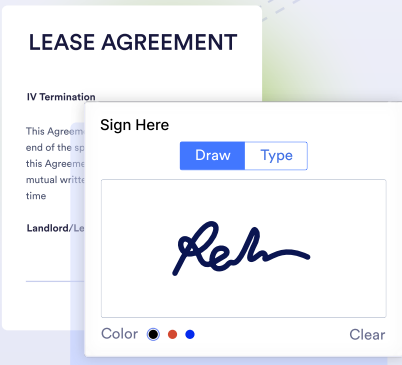
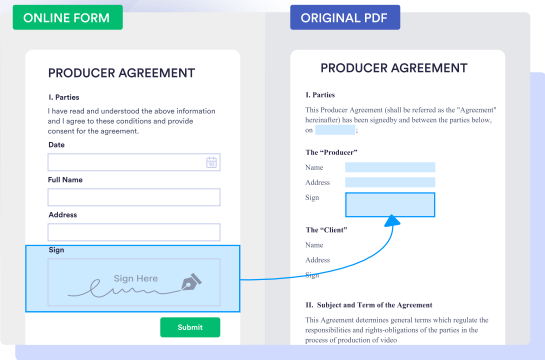
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