

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (“Agreement”) is entered into on [DATE] by and between [NAME OF SELLER], herein after to be referred to as Seller **and** [NAME OF PURCHASER], herein after to be referred to as Purchaser, collectively to be referred as Parties in the Agreement.

WHEREAS the Seller is the owner of [NUMBER] common shares in the capital stock of the [NAME OF CORPORATION] Corporation (the “Shares”);

WHEREAS the Purchaser desires to purchase for cancellation and the Seller desires to sell the Shares;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. PURCHASE PRICE:** The purchase price for each share of shall be [AMOUNT] AND an aggregate purchase price of [AMOUNT], hereinafter to be referred to as the Purchase Price, to be paid to the Seller in form of a Promissory Note for the complete amount at the time of closing.
- 2. CLOSING:** The closing as per this Agreement shall occur at [CITY] on, [DAY, DATE] at [TIME]. The certificates representing the sale shall be duly endorsed for transfer.
- 3. REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby warrants and represents that:
 - (a)** The Seller is the legal owner of the shares, clear of any liens, encumbrances or security interests of any type.
 - (b)** The Seller has complete authority to transfer and sell the shares mentioned in this Agreement.
 - (c)** To the Seller’s knowledge, the Company is valid and duly registered under the appropriate law and has the lawful authority to function and own and operate the assets and property so as to carry on its business.
- 4. SEVERABILITY:** It is agreed by the parties that in any event where a part or parts of this Agreement be held unenforceable for any reason, foreseeable or unforeseeable, the remaining provisions of the Agreement shall continue in full force and effect. If any provision of this

Agreement is deemed unenforceable or invalid by a competent court and if limiting such a provision would make the same valid, then such provision shall be deemed to be construed as so limited.

5. **BINDING EFFECT:** The covenants and conditions of the Agreement shall bind the bind the parties and the heirs, legal representatives, successors, agents and permitted assigns of the Parties.
6. **ENTIRE AGREEMENT:** This Agreement contains between the parties with respect to the transactions shall supersede all prior negotiations, agreements and understandings, if any.
7. **MODIFICATIONS AND AMMENDMENTS:** This Agreement may be modified or amended, but only in writing and must be signed by both the Parties to become valid.
8. **GOVERNING LAW:** This Agreement shall be governed by [JURISDICTION].
9. **NOTICE:** Any notice given in pursuant to this Agreement shall be in writing and be delivered ot he below mentioned addresses of the Parties:

(a) Purchaser:

(b) Seller:

IN WITNESS WHEREOF, the parties upon compete understanding of the Agreement and giving the consent to the same, have caused this Agreement to be executed on [DATE}

PURCHASER:

(Name)

(Position)

SELLER:

(Name)

(Position)