

SHARE PURCHASE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Address: _____

Phone/Email: _____

Company Information:

Company Name: _____

State of Incorporation: _____

Address: _____

Purchase Details:

Number of Shares to be Sold: _____

Purchase Price (USD): _____

Payment Method: _____

Clause 1 – Agreement to Sell and Purchase

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the shares of the Company as identified in this Agreement, subject to the terms and conditions set forth herein.

Clause 2 – Purchase Price and Payment

The aggregate purchase price for the shares shall be paid as set forth in this Agreement. Payment shall be made by wire transfer, certified check, or other immediately available funds acceptable to Seller.

Clause 3 – Representations and Warranties of Seller

Seller represents and warrants that Seller has good and marketable title to the shares, free and clear of any liens, claims, or encumbrances, and has full power and authority to enter into this Agreement and consummate the transactions contemplated herein.

Clause 4 – Representations and Warranties of Buyer

Buyer represents and warrants that Buyer has full power and authority to enter into this Agreement and consummate the transactions contemplated herein, and that Buyer is acquiring the shares for investment purposes only.

Clause 5 – Conditions to Closing

The obligations of the parties to consummate the transactions are subject to the satisfaction or waiver of certain conditions, including but not limited to regulatory approvals, absence of material adverse changes, and receipt of necessary consents.

Clause 6 – Closing

The closing of the purchase and sale of the shares shall take place at such time and place as mutually agreed by the parties, at which time Seller shall deliver duly executed share certificates and other required documents to Buyer.

Clause 7 – Covenants

The parties agree to use their reasonable best efforts to fulfill all obligations and conditions precedent to the consummation of the transactions contemplated by this Agreement.

Clause 8 – Indemnification

Each party agrees to indemnify and hold harmless the other party from any losses, damages, or liabilities arising from any breach of representations, warranties, or covenants contained in this Agreement.

Clause 9 – Confidentiality

The parties agree to keep confidential and not disclose to any third party any non-public information received from the other party except as required by law or with prior written consent.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

Clause 12 – Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought.

Clause 13 – Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt.

Clause 14 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in connection with a merger or sale of substantially all assets.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and be construed so as to effectuate the intent of the parties.

Clause 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

Clause 17 – Further Assurances

Each party agrees to execute and deliver such further documents and take such further actions as may be reasonably requested to carry out the intent and purposes of this Agreement.

Clause 18 – No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall confer any rights or remedies upon any other person.

Clause 19 – Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

Clause 20 – Waiver of Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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