SHARE PURCHASE AGREEMENT TEMPLATE UK

Location: ______________________________ Date: ______________________________________

PARTIES:

SELLER: ____

BUYER: ____

RECITALS:

WHEREAS, the Seller owns all the issued shares in the company (the “Company”) as identified below; and WHEREAS, the Buyer wishes to purchase and the Seller wishes to sell the shares on the terms set out in this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”:
a day (other than a Saturday, Sunday or public holiday) when banks are generally open for business in England.

“Completion”:
the completion of the sale and purchase of the Shares in accordance with this Agreement.

“Company”:
the company whose shares are being sold, as further described herein.

“Shares”:
all issued shares held by the Seller in the Company, which are the subject of this Agreement.

“Purchase Price”:
the total price payable by the Buyer to the Seller for the Shares as set out in this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 The Seller agrees to sell and the Buyer agrees to purchase the Shares free from any liens, charges, and encumbrances and together with all rights attaching to them at Completion, including the right to all dividends declared after the date of this Agreement.

3. PURCHASE PRICE

3.1 The Purchase Price for the Shares is GBP ____________________ (the “Purchase Price”). 3.2 The Purchase Price shall be paid by the Buyer to the Seller in cleared funds on Completion in accordance with this Agreement.

4. COMPLETION

4.1 Completion shall take place at a place agreed by the parties or by electronic exchange of documents. 4.2 At Completion, the Seller shall deliver to the Buyer duly executed stock transfer forms and share certificates in respect of the Shares.

5. WARRANTIES

5.1 The Seller warrants that: (a) the Seller is the legal owner of the Shares and has full power and authority to sell the Shares; (b) the Shares are free from all liens, charges, encumbrances and third party rights; (c) the Company is solvent and the information provided to the Buyer is accurate and complete to the Seller's knowledge.

6. INDEMNITY

6.1 The Seller agrees to indemnify and hold harmless the Buyer against any loss, liability, or damage arising from any breach of the Seller’s warranties.

7. CONFIDENTIALITY

7.1 Each party shall keep confidential all information obtained from the other party in connection with this Agreement and shall not disclose such information except as required by law or with the other party’s consent.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

10. COUNTERPARTS

10.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

SELLER'S SIGNATURE	BUYER'S SIGNATURE
Signature: ___________________________	Signature: ___________________________