

SHARE SALE AGREEMENT

Location: _____ Date: _____

Parties:

Seller Name: _____

Australian Business Number (ABN): _____

Address: _____

Buyer Information:

Buyer Name: _____

Australian Business Number (ABN): _____

Address: _____

Shares to be Sold:

Company Name: _____

Number of Shares: _____

Class of Shares: _____

Purchase Price and Payment Terms:

Purchase Price (AUD): _____

Payment Method and Schedule: _____

Clause 1 – Interpretation

In this Agreement, unless the context otherwise requires, definitions and rules of interpretation shall apply as set out herein. Headings are for convenience only and do not affect interpretation.

Clause 2 – Sale and Purchase

The Seller agrees to sell and the Buyer agrees to purchase the Shares on the terms and conditions set out in this Agreement.

Clause 3 – Completion

Completion shall take place at the place and time agreed by the parties, at which the Seller will transfer the Shares free from encumbrances and the Buyer will pay the Purchase Price.

Clause 4 – Representations and Warranties of the Seller

The Seller represents that: (a) it is the sole legal and beneficial owner of the Shares; (b) the Shares are fully paid and free from any security interest, lien or encumbrance; (c) the execution and performance of this Agreement does not breach any law or agreement; and (d) all information provided to the Buyer is true and accurate.

Clause 5 – Representations and Warranties of the Buyer

The Buyer represents that: (a) it has capacity and authority to enter into and perform this Agreement; (b) the execution and performance of this Agreement does not breach any law or agreement; and (c) the Buyer has conducted or waived any due diligence investigations in relation to the Company and the Shares.

Clause 6 – Conditions Precedent

Completion is subject to the satisfaction or waiver of all conditions precedent set out in this Agreement, including necessary consents and approvals.

Clause 7 – Conduct of Business Prior to Completion

The Seller shall conduct the business of the Company in the ordinary and usual course and not take any action that would materially adversely affect the value of the Shares or the business.

Clause 8 – Indemnities

The Seller shall indemnify the Buyer against all losses arising from any breach of the Seller's representations, warranties, or obligations under this Agreement.

Clause 9 – Confidentiality

Each party shall keep confidential all information received from the other party and shall not disclose such information except as permitted or required by law.

Clause 10 – Notices

All notices and communications under this Agreement must be in writing and delivered by hand, post, or email to the addresses of the parties set out herein or as otherwise notified.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the sale and purchase of the Shares and supersedes all prior agreements and understandings.

Clause 12 – Amendments

No amendment or variation to this Agreement shall be effective unless it is in writing and signed by both parties.

Clause 13 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

Clause 14 – Costs

Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement.

Clause 15 – Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

Clause 16 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 17 – Assignment

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 18 – Further Assurances

Each party agrees to do all things and execute all documents reasonably necessary to give effect to this Agreement.

Clause 19 – Waiver

Failure or delay by a party in exercising any right or remedy under this Agreement shall not operate as a waiver of that right or remedy.

Clause 20 – Definitions

Definitions of key terms used throughout this Agreement are set out at the end of this document.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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