

STOCK TRANSFER AGREEMENT

Location: _____ Date: _____

Transferor (Seller) Information:

Full Name or Entity: _____

Address: _____

Email/Phone: _____

Transferee (Buyer) Information:

Full Name or Entity: _____

Address: _____

Email/Phone: _____

Stock Information:

Company Name: _____

State of Incorporation: _____

Class/Series of Shares: _____

Number of Shares Being Transferred: _____

Certificate Number(s) (if applicable): _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Transfer of Shares

Transferor hereby sells, assigns, transfers, and delivers to Transferee, and Transferee hereby purchases and accepts from Transferor, the shares of stock described above, together with all rights, title, and interest therein, free and clear of all liens, claims, encumbrances, and restrictions except as disclosed in this Agreement.

Clause 2 – Representations and Warranties of Transferor

Transferor represents and warrants that it is the lawful owner of the shares, with full power and authority to transfer them; the shares are free and clear of any liens or encumbrances; no consent or approval of any third party is required for this transfer; and Transferor has not entered into any other agreement or arrangement that would conflict with this transfer.

Clause 3 – Representations and Warranties of Transferee

Transferee represents and warrants that Transferee has full power and authority to enter into this Agreement, and that this purchase does not violate any law, contract, or agreement to which Transferee is subject.

Clause 4 – Delivery of Certificates and Documents

Transferor shall deliver to Transferee the stock certificates representing the shares, duly endorsed for transfer or accompanied by stock powers duly executed in blank, along with any other documents reasonably necessary to effect the transfer.

Clause 5 – Closing

The closing of the transfer shall occur at a mutually agreed time and place or as otherwise agreed between the parties. At closing, Transferor will deliver the shares and required documents, and Transferee will deliver the purchase price.

Clause 6 – Governing Law

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.

Clause 7 – No Other Agreements

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

Clause 8 – Amendments

Any amendment or modification of this Agreement must be in writing and signed by both parties.

Clause 9 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Clause 10 – Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Transferee may assign to an affiliate or successor.

Clause 11 – Notices

Any notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or sent by nationally recognized overnight courier to the addresses set forth above or such other address as a party may specify in writing.

Clause 12 – Remedies

Each party shall have all remedies available at law or in equity for any breach of this Agreement, including specific performance.

Clause 13 – Counterparts

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.

Clause 14 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns.

Clause 15 – Further Assurances

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

Clause 16 – Waivers

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Clause 17 – Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

Clause 18 – Relationship of the Parties

Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the parties.

Clause 19 – Taxes

Each party shall be responsible for its own taxes arising out of the transactions contemplated by this Agreement.

Clause 20 – Confidentiality

The parties agree to keep the terms of this Agreement confidential except as required by law or agreed in writing by both parties.

TRANSFEROR'S SIGNATURE

TRANSFeree'S SIGNATURE

Signature: _____

Signature: _____

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