

SALE OF SHARES AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Company Information:

Company Name: _____

State of Incorporation: _____

Principal Place of Business: _____

Shares Being Sold:

Number of Shares: _____ Shares

Class or Series: _____

Purchase Price and Payment Terms:

Purchase Price per Share: _____ USD

Total Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Sale and Transfer of Shares

Seller agrees to sell, transfer, assign, and deliver to Buyer, and Buyer agrees to purchase from Seller, the Shares described above, free and clear of all liens, claims, and encumbrances, subject to the terms and conditions set forth in this Agreement.

Clause 2 – Representations and Warranties of the Seller

Seller represents and warrants that Seller is the lawful owner of the Shares, has full authority to sell the Shares, and that the Shares are free and clear of all liens, encumbrances, restrictions, and claims. Seller further warrants that there is no pending or threatened litigation or administrative proceeding that could affect the Shares or this Agreement.

Clause 3 – Representations and Warranties of the Buyer

Buyer represents and warrants that Buyer has the legal capacity, authority, and financial ability to enter into this Agreement and to purchase the Shares in accordance with the terms hereof.

Clause 4 – Purchase Price; Payment

The total purchase price for the Shares shall be paid by Buyer to Seller in the manner described in this Agreement. Payment shall be made by wire transfer, certified check, or other immediately available funds. Unless otherwise agreed, the entire purchase price shall be paid at Closing.

Clause 5 – Closing

The Closing of the purchase and sale of the Shares shall take place at a mutually agreed time and place. At Closing, Seller shall deliver to Buyer duly executed stock certificates, stock powers, or other instruments of transfer as required, and all necessary documents to transfer ownership of the Shares.

Clause 6 – Conditions Precedent

The obligations of Buyer to purchase the Shares and of Seller to sell the Shares are subject to the satisfaction or waiver of certain conditions precedent, including but not limited to the accuracy of representations and warranties and the absence of any material adverse changes affecting the Company or the Shares.

Clause 7 – Confidentiality

The parties shall keep confidential all non-public information disclosed in connection with the negotiation and execution of this Agreement, except as required by law or agreed by the parties in writing.

Clause 8 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, losses, damages, liabilities, costs, and expenses arising out of any breach of this Agreement or any representation, warranty, or covenant.

Clause 9 – Governing Law and Jurisdiction

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

Clause 10 – Entire Agreement

This Agreement, including any attachments or schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

Clause 11 – Amendments

This Agreement may be amended or modified only by a written instrument signed by both parties.

Clause 12 – Notices

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

Clause 13 – Assignment

Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Buyer may assign this Agreement to an affiliate or successor entity without Seller's consent.

Clause 14 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original

intent.

Clause 15 – Waiver

No failure or delay by any party in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

Clause 16 – Counterparts; 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. Signatures sent by electronic means shall be deemed valid.

Clause 17 – Further Assurances

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

Clause 18 – No Third Party Beneficiaries

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

Clause 19 – Relationship of the Parties

The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship.

Clause 20 – Survival

All representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing to the extent permitted by applicable law.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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