

SHARE PURCHASE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Registered Address: _____

Company Number / Identity Number: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Registered Address: _____

Company Number / Identity Number: _____

Phone/Email: _____

Company Information:

Company Name: _____

Company Number: _____

Registered Office Address: _____

Purchase Price and Payment Terms:

Purchase Price: _____ GBP

Payment Method and Schedule: _____

Clause 1 – Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following definitions shall apply, and rules of interpretation shall apply as set out in this clause.

Clause 2 – Sale and Purchase of Shares

The Seller agrees to sell, and the Buyer agrees to purchase, all issued shares of the Company (the 'Shares'), free from all liens, charges, and encumbrances, on the terms set out in this Agreement.

Clause 3 – Purchase Price

The total purchase price for the Shares shall be the amount specified above, payable in accordance with the payment terms set out herein.

Clause 4 – Completion

Completion shall take place at the time and place agreed by the Parties. At Completion, the Seller shall deliver to the Buyer duly executed share transfer forms and share certificates representing the Shares.

Clause 5 – Representations and Warranties of the Seller

The Seller represents and warrants to the Buyer that: (a) the Seller has full title to the Shares and the right to sell the Shares; (b) the Company is duly incorporated and validly existing under the laws of England and Wales; (c) the

Company has no undisclosed liabilities; (d) all information provided to the Buyer is true, accurate, and not misleading.

Clause 6 – Representations and Warranties of the Buyer

The Buyer represents and warrants to the Seller that: (a) the Buyer has the power and authority to enter into this Agreement; (b) the Buyer has sufficient funds to complete the purchase; (c) entering into this Agreement does not breach any other agreement.

Clause 7 – Conduct of Business Prior to Completion

The Seller shall ensure that the business of the Company is carried on in the ordinary and usual course and shall not take any action likely to materially affect the value of the Company or the Shares without prior written consent of the Buyer.

Clause 8 – Conditions Precedent

Completion is conditional upon the satisfaction or waiver of all specified conditions precedent, including any regulatory approvals and third-party consents.

Clause 9 – Confidentiality

The Parties agree to keep confidential all information relating to this Agreement and the transactions contemplated herein, except as required by law or agreed in writing.

Clause 10 – Indemnities

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

Clause 11 – Limitations on Liability

The Parties agree to limit their liability under this Agreement as set forth herein, subject to applicable law.

Clause 12 – Notices

All notices under this Agreement shall be in writing and delivered by hand, prepaid post, or email to the addresses set out in this Agreement.

Clause 13 – Entire Agreement

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

Clause 14 – Amendments

Any amendments to this Agreement must be in writing and signed by all Parties.

Clause 15 – Severability

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

Clause 16 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales.

Clause 17 – Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and may be executed electronically.

Clause 18 – Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Clause 19 – Further Assurance

Each Party agrees to execute all further documents and do all acts as may be necessary to give full effect to this Agreement.

Clause 20 – Waiver

No failure or delay by any Party in exercising any right under this Agreement shall operate as a waiver of that right.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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