

Share Purchase Agreement (SPA)

THIS SHARE PURCHASE AGREEMENT ("Agreement") is made and entered into on [Date], by and between:

- **Seller/Company:** [Full Legal Name], a [jurisdiction] company, with its registered office at [Address] ("Seller"),
- **Purchaser:** [Full Legal Name], residing at [Address] or having its registered office at [Address] ("Purchaser").

WHEREAS, the Seller desires to sell and the Purchaser desires to purchase [number] [class] shares (the "Shares") of [Company Name], a company incorporated under the laws of [jurisdiction], with its registered office at [address] (the "Company"), on the terms and subject to the conditions set out in this Agreement.

1. Purchase and Sale

1.1 The Seller agrees to sell, and the Purchaser agrees to purchase the Shares for a total purchase price of [Amount in currency] (the "Purchase Price").

2. Payment

2.1 The Purchaser shall pay the Purchase Price to the Seller on or before [Closing Date] via [Payment Method].

3. Closing

3.1 Closing shall take place on [Closing Date] at [Location] or remotely via electronic exchange of documents.

3.2 At Closing:

- The Seller shall deliver duly executed share certificates (if applicable), transfer instruments, and board/shareholder approvals (if required);
 - The Purchaser shall deliver the Purchase Price.
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4. Representations and Warranties

Each party represents and warrants that:

- It has the authority and capacity to enter into and perform this Agreement.
- The execution of this Agreement does not violate any applicable laws or agreements.

Seller further represents that:

- The Shares are free from any liens, claims, or encumbrances.
 - The Seller is the sole legal and beneficial owner of the Shares.
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5. Conditions Precedent

5.1 This Agreement is subject to the fulfillment of:

- Any required board or shareholder approvals;
- Completion of legal or financial due diligence, if applicable;
- Regulatory filings, if required.

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5.2 Pre-emptive rights:

The Seller and Purchaser acknowledge that the sale and purchase of the Shares are subject to any pre-emptive rights, rights of first refusal (ROFR), or rights of first offer (ROFO) contained in the Articles of Association or any Shareholders' Agreement of the Company. The Seller confirms that:

- All such rights have either been complied with or validly waived by the entitled parties; and
- All notices, consents, or waivers required in respect of such rights have been duly obtained prior to the execution of this Agreement.

5.3 Tag-along and drag-along rights:

If the transfer of Shares by the Seller triggers any tag-along or drag-along rights under the Articles of Association or any Shareholders' Agreement, the Seller confirms that:

- All relevant shareholders have been notified in accordance with the applicable provisions;
- Any shareholders exercising tag-along rights have been included in the transaction on the same terms and conditions as set out in this Agreement; and
- If drag-along rights have been exercised, the required majority consent has been obtained and all affected shareholders have been included in the transaction on identical terms.

6. Miscellaneous

- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].
- **Dispute Resolution:** Any dispute shall be resolved by [Arbitration / Courts] in [Jurisdiction].
- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Seller: _____

Name:

Title:

Purchaser: _____

Name:

Title:

Disclaimer:

The sample Share Purchase Agreement (SPA) provided in this post is a simplified template meant for general understanding and illustrative purposes only. It does not account for jurisdiction-specific legal requirements, regulatory filings, stamp duty, tax implications, or company-specific provisions. Before using this agreement, consult a qualified legal professional and customize the documents in accordance with the laws applicable in your jurisdiction and the specific terms of your transaction.