DATED <<Date>>

(1) <<Name of First Seller>> AND OTHERS

-and-

(2) <<Name of Buyer>> LIMITED/PLC

SHARE SALE AND PURCHASE AGREEMENT

-relating to-

<<Name of Company being sold>> LIMITED/PLC

THIS AGREEMENT is made on

<<Date>> between:

- (1) THE INDIVIDUALS whose names and addresses are set out in column 1 of Schedule 1 of this Agreement (each a "Seller" and collectively "the Sellers"); and
- (2) <<Name of Buyer>> LIMITED/PLC, a company registered in England under number <<Insert company number>>, whose registered office is at <<Insert registered office address>> ("the Buyer").

IT IS AGREED AS FOLLOWS:

1. **INTERPRETATION**

In this Agreement:

1.1 The following words and expressions shall have the meanings set out below:

"the Accounts"

the audited accounts of the Company comprising an audited balance sheet as at the Accounts Date and audited profit and loss account for the financial period ended on the Accounts Date together with the reports of the directors and auditors, any cash flow statements and all notes relating to such Accounts;

"the Accounts Date"

<<Insert Accounts Date>>;

"the Act"

the Companies Act 2006;

"the Applicable Data Protection Laws"

the Data Protection Act 1998 and the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998;

"Business Day"

any day (other than Saturday) on which clearing banks are open for normal banking business in London;

"the Buyer's Solicitors"

<<Insert Name of Buyer's Solicitors>> or any successor firm;

"the Company"

<<Name of Company being acquired>> Limited/PLC (of which particulars are given in Schedule 1);



completion of the terms of th

"Completion Date"

the date of this

"Confidential Informatior

all secret or or know-how, tra information wh disclosed ora whatsoever for

"the Disclosure Letter"

the letter from this Agreemen

"the Disclosed Schemes

the Life Assu Pension Scher

"Encumbrance"

any interest or or right of assignment, h security agree

"Intellectual Property"

(a) patents, tra and rights to a names, interne marks and ser in designs and
(b) rights und relation to a rig
(c) rights of t paragraphs (a)
(d) the right to

"Intellectual Property Rig

all Intellectual Company;









of the Shares in accordance with

nancial and technical information, , computer software and other ver form or medium and whether ether with all reproductions in art or parts of it;

the Buyer with the same date as

ension Scheme(s), the Personal er Scheme;

cluding any right to acquire, option nortgage, charge, pledge, lien, terest, title, retention or any other ether monetary or not;

s, registered designs, applications hts, trade, business and company nail addresses, unregistered trade database rights, know-how, rights

orders, statutes or otherwise in

ect or nature as or to those in the future may subsist; and ts of any of the foregoing rights;

or required to be used by the

"Intellectual Property Ag

means agree Intellectual Pro any invention, how;

"Life Assurance Scheme

means the < underwritten b

["the Management Accou

the manageme and of the Gro <<Date>> cop

"Notice"

includes any n

"Pension Scheme(s)"

means <<Inse schemes)>>;

"Personal Pension Scher

means <<Inse pension schen

"Proportions"

that part of the entitled respect 1;

"Release"

any release, w having similar

"Relevant Business"

means any bu <<Specify natu

"Restricted Area"

means <<Spe

"the Sellers' Solicitors"



s relating (wholly or partly) to e, use, assignment or patenting of process, formulae or other know-

up Life Assurance Scheme>> der>>;

pany, of each of the Subsidiaries period from the Accounts Date to to the Disclosure Letter;]

or other communication;

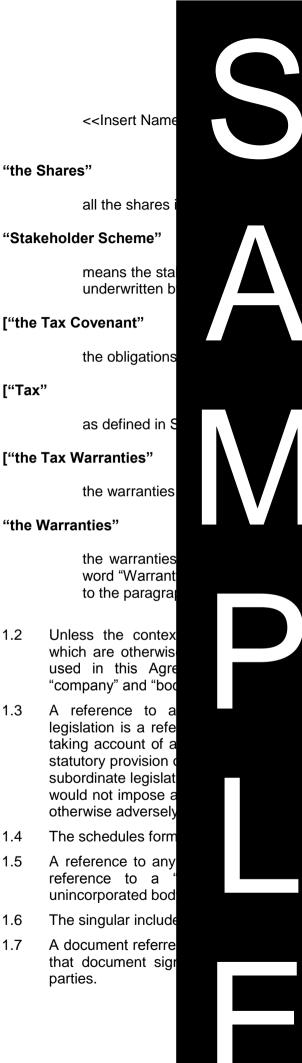
be used for occupational pension

cheme (to be used for personal onal pensions)>>;

the Shares to which each Seller is e set out in column 3 of Schedule

any other arrangement of any kind

f or includes to a material extent



br a successor firm;

bany;

e designated by the Company and der>>:

set out in Schedule 3;]

and the Tax Warranties] and the shall be deemed to be a reference t number:

equires, words and expressions Il have the same meaning when shall mean and include both case defined in the Act.

tutory provision or subordinate ce at the date of this Agreement, actment and includes any statute, which it amends or re-enacts and orce made under it provided that it gation, liability or restriction on, or barty.

e other and neuter gender and a eference to any corporate or separate legal personality).

sа.

eed Terms" shall be in the form of tification by or on behalf of the

["Tax"

1.2

1.3

1.4

1.5

1.6

1.7

- 1.8 A person shall be connected with suc Corporation Taxes
- 1.9 References to "in circumstance inclue against all liabilities interest which he m circumstance.
- 1.10 The headings are construction or inter
- 1.11 The Buyer enters i enforcement of any and on behalf of the
- 1.12 All warranties, under and obligations give in this Agreement a jointly and severally

2. AGREEMENT FOR SALE

- 2.1 On the terms of thi shall buy, with effec from any Encumbra future attach) to the and distributions of Agreement.
- 2.2 The Buyer shall not unless the purchase
- 2.3 Each of the Sellers relation to any of the

3. CONSIDERATION

3.1 The purchase price Schedule 7.

4. **COMPLETION**

- 4.1 Completion shall ta or at such other loca
- 4.2 On Completion the
- 4.3 On Completion, and obligations under cl
 - 4.3.1 make the pa with clause (

ed with another if that person is ning of section 839 of Income &

fying" any person against any eping him indemnified from and s, damages, costs, expenses and nection with or arising out of that

ce only and shall not affect the

far as may be necessary for the it of the Company, as trustee for

demnities, covenants, agreements in behalf of more than one person ressly stated, given or entered into

e Sellers shall sell and the Buyer hares with full title guarantee, free Il rights that attach (or may in the r, the right to receive all dividends d on or after the date of this

the purchase of any of the Shares pleted simultaneously.

-emption rights they may have in

r the Shares shall be as set out in

tion Date at <<Specify location>> parties.

gations set out at Schedule 6.

e Sellers have complied with their

ade on Completion in accordance

4.3.2 acknowledge

4.4 If any of the preced Completion Date, the have pursuant to the default may rescind

5. WARRANTIES [AND TAX

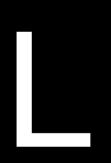
- 5.1 The Sellers jointly Warranties is true a of this Agreement.
- 5.2 [The Sellers jointly Tax Covenant.]
- 5.3 Any Warranty qua knowledge and be expression shall be which the Sellers ha reasonable enquirie any person of whon it is stated that such
- 5.4 The rights and rem Tax Covenant] shal of the Buyer.
- 5.5 Each Warranty is a reference to or infer
- 5.6 The Sellers shall in limitation legal cost incur, either before connection with any pursuant to the Tax enforcement of any
- 5.7 Any payment by the Tax Covenant] shal in the consideration
- 5.8 The Buyer shall as of any claim made a breach of Warranty such notice shall no
- 5.9 The Sellers shall no circumstance whice Warranties.

6. LIMITATIONS ON CLAIMS

6.1 No claim in respec Warranty in paragr









e Letter.

use 4 are not complied with on the any and all rights of action it may ent or otherwise) the party not in a in writing to the other.

to the Buyer that each of the cts and not misleading at the date

with the Buyer in the terms of the

on "to the best of the Sellers' Sellers are aware" or any similar nowledge, information and belief would have had if it had made all wledge, information and belief of to make such enquiry or of whom

spect of the Warranties [and the pletion or by any act or omission]

hall not be limited or restricted by ranty.

inst any costs (including without asis) and expenses which it may on of any legal proceedings, in reach of any of the Warranties [or ment is given to the Buyer and the

ny of the Warranties [or under the under a repayment of and reduction

ticable notify the Sellers in writing which may give rise to a claim for ting to Tax)] but any failure to give Buyer.

ly it becomes aware of any fact or may constitute a breach of the

of the Warranties (other than the pursuant to the Tax Covenant]

shall be made (e disclosure) unless r

- 6.1.1 in respect o Warranties], years>> yea
- 6.1.2 pursuant to Tax Warrant the end of t the seventh
- 6.2 Except in any case
 - 6.2.1 the Sellers' the Warrant Warranties i when aggree by the Seller
 - 6.2.2 the Sellers s under the W

6.2.

6.2.

6.2.3 and for the same subjec individual cla

- 6.3 The Sellers shall no terms of this Agreer or any employee o before agreeing to a the Disclosure Lette
- 6.4 [The Sellers shall r and to the extent t under the Tax Cove
- 6.5 [The Sellers shall r made under the Ta Completion Date.]

7. CONFIDENTIAL INFORM

7.1 Each of the Sellers all Confidential Info used in its busines Confidential Informa fraud, dishonesty or wilful noniven by or on behalf of the Buyer:

he Warranties [other than the Tax e period of <<Number, usually 3 or

espect of any breach of any of the the period of six months following period of the Company in which n falls.]

illful non-disclosure:

claim by the Buyer under any of respect of any breaches of the dule 4 [or of the Tax Covenant]) exceed the consideration received

espect of any claim by the Buyer im:

£<<'X' amount in figures>> (<<'X' ounds); and

egated with all other such claims of, £<<'X' amount in figures>> rds>> pounds) or more equal or unt in figures>> (<<'Y' amount in which case the whole amount (and by which the limit in this clause is recoverable by the Buyer;

6.2 all claims arising out of the as one single claim rather than as

ainst them by the Buyer under the ainst the Company or any director h or on whom it may have relied ant or authorising any statement in

f any breach of the Warranties if ed thereby have been recovered

Act 1980 in respect of any claims enant up to seven years after the

to be kept secret and confidential the Company or its business or is disclose to any person any such

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7.2 The obligations of o which is in or becon breach of the oblig the Sellers receive which any of the Se

8. NON-COMPETITION

- 8.1 Each of the Sellers indirectly and wheth assistance to, any c
 - 8.1.1 at any time beginning w or who has immediately or
 - 8.1.2 at any time beginning w custom of a time during t client or cus
 - 8.1.3 at any time beginning w any supplier to the Comp months imr enticement of materially re Company; o
 - 8.1.4 at any time beginning w employ or (any person to, Completi reasonable Information or connectio
 - 8.1.5 at any time beginning w than 5% in whose share the meaning engaged, co Relevant Bu
- 8.2 The Sellers underta connection with any domain name, desi is, in the reasonab words, mark, name,
- 8.3 Each of the underta





se shall not extend to any matter nain otherwise than by reason of a n this Agreement or which any of endently entitled to disclose it or or regulatory authority to disclose.

er that he/she will not directly or n with, or on behalf of or by way of

sert number of months>> months any person who is at Completion, uring the period of 12 months ient or customer of the Company;

sert number of months>> months s, solicit or otherwise seek the npletion, or who has been at any mmediately preceding that date, a

sert number of months>> months r entice away from the Company ad supplied goods and/or services idiaries at any time during the 12 pmpletion, if that solicitation or uch supplier to cease supplying, or se goods and/or services to the

sert number of months>> months entice away from the Company or r employment or a consultancy to ring the period of 12 months prior f the Company and likely (in the be in possession of Confidential luence the customer relationships

sert number of months>> months s the holder for investment of less sued share capital of a company ised investment exchange (within ices and Markets Act 2000) be within the Restricted Area in any

any time after Completion, use in rade or service mark, business or ress used by the Company which , capable of confusion with such address.

.2 is:

- 8.3.1 considered t
- 8.3.2 a separate the Buyer (independent in clause 8.1
- 8.3.3 given for the business an agreement of Agreement.
- 8.4 Accordingly, if any if any part of it were restriction shall app valid and enforceab
- 8.5 Nothing in the under prohibit any action i (otherwise than as Sellers) the Compa have ceased to be would but for this cla

9. [GUARANTEES

The Buyer underta endeavours (short of guarantee of any p Sellers at the dat outstanding guarant listed below in resp Company and to ind after Completion. T

<<Specify details of

10. **INDEMNITIES**

The Sellers shall in pay to the Buyer a Company as a resu

- 10.1 any breach, whethe term contained or in before Completion t
- 10.2 any defect or allege prior to Completion;
- 10.3 any industrial or oth or former employee ending on or before
- 10.4 [<<Specify other iss



nable;

the Sellers and is enforceable by of the Company) separately and any one or more of the restrictions

the Buyer the full benefit of the bany and in consideration of the the Shares on the terms of this

unenforceable, but would be valid r area of application reduced, the s as may be necessary to make it

e 8.1 and 8.2 shall be deemed to s or part of any business in which any of those undertakings by the very other subsidiary of the Buyer ent giving rise to a claim, or which aim, under this clause 8.

er Completion to use reasonable money and the substitution of the yer) to procure the release of the rom liability under any and all at the date of this Agreement and and obligations undertaken by the rs against any such liability arising n are:

or the Company] against and shall lities suffered or incurred by the :-

tion, of any covenant or any other operty assigned by the Company

roduced or sold by the Company

r injury suffered by any employee bect of or in relation to any period

igence>>]

save, (in the circun that recovery is mad

11. **PUBLICITY**

- 11.1 The parties shall for press announceme and to the custome
- 11.2 Each of the parties clause 11.1, keep confidential and sha any or all of them to the transactions he except that the Buy the transactions he and financial statem

12. **PENSION SCHEME**

Schedule 5 shall ap

13. THIRD PARTY RIGHTS

- 13.1 For the avoidance on number of clause of shall confer on an Agreement.
- 13.2 Notwithstanding tha any third party this modified, rescinded consent or approval

14. **ASSIGNMENT**

- 14.1 Except as provided any Encumbrance Agreement or any d
- 14.2 Each party that has
- 14.3 The Buyer may as referred to in this company of which subsidiary of the sa providing that any a mutandis to this Ag
- 14.4 If there is an assign



uses 10.2 and 10.3) to the extent r any policy of insurance.

n make or procure to be made [a to the employees of the Company mpany in the Agreed Terms.

after Completion, but subject to Agreement strictly private and ritten consent of the other disclose by other announcement relating to to the extent required by law and be entitled to make references to ir respective future annual reports

sion Scheme.

ressly provided in clause <<Insert rty>>], nothing in this Agreement o enforce any provisions of this

greement may be enforceable by isions may be amended, waived, ties to this Agreement without the

ent, no party may assign, or grant er, any of its rights under this

ent is acting on its own behalf.

is Agreement (or any document / owned subsidiary or a holding sidiary, or a fellow wholly owned which it is wholly owned subsidiary Sellers on the same terms mutatis 14.4.1 the Sellers n assignor unt

14.4.2 the assignee the Buyer sh

15. WHOLE AGREEMENT

This Agreement tog pursuant to its provi in relation to its understandings and they arise out of the

16. VARIATION AND WAIVER

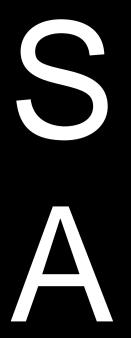
- 16.1 Any variation of this of the parties.
- 16.2 Any waiver of any r and it applies only circumstances for v given the waiver fro
- 16.3 A party that waives action against that particular partic
- 16.4 No failure to exerd under this Agreeme shall prevent any fu
- 16.5 No single or partial preclude or restrict
- 16.6 Unless specifically p cumulative and do r

17. **PROVISIONS SURVIVING**

Insofar as the provi Completion, they Completion.

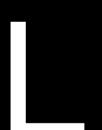
18. FURTHER ASSURANCE

The Sellers shall (a all such documents time reasonably rec this Agreement.











ations under this Agreement to the assignment; and

ment as if it were a party to it, but bligations under this Agreement.

entered into or to be entered into ire agreement between the parties persedes all prior agreements, re parties, save to the extent that epresentation of any party.

writing and signed by or on behalf

nt is only effective if it is in writing e waiver is addressed and to the all not prevent the party who has n the provision it has waived.

party, or takes or fails to take any ights in relation to any other party.

hg any right or remedy provided waiver of such right or remedy or in part thereof.

emedy under this Agreement shall y such right or remedy.

s arising under this Agreement are d by law.

shall not have been performed at prce and effect notwithstanding

nse) promptly execute and deliver s, as the Buyer may from time to iving full effect to the provisions of

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19. **COUNTERPARTS**

This Agreement m which is an original had signed the sam

20. **COSTS**

Each party shall, e incidental to this A shall lawfully exerc the Sellers shall inc by it in connection v

21. SEVERANCE

The provisions of th and, if at any time unenforceable, the any way be affected

22. NOTICES

- 22.1 Any Notice relating or sent by pre-paid party to be served this purpose (or, b Solicitors).
- 22.2 Any such Notice sl hours after despatc deemed to have be
- 22.3 If, however, in the c would expire on, o such delivery or trai after 4.00 p.m. on a the next following B
- 22.4 In proving service i such letter was pro the case of a tran produce a fax tran fully made to the co
- 22.5 Any notice relating on any of the Sell Sellers.
- 22.6 Any such notice s representatives of representation has given to the Sellers'





number of counterparts, each of e the same effect as if each party

stated, pay its own costs of and t matter except that, if the Buyer ferred to rescind this Agreement, t all expenses and costs incurred ts subject matter.

ble and distinct from one another, is or becomes invalid, illegal or ceability of the others shall not in

be in writing delivered personally onic means to the address of the er address as may be notified for all of the Sellers, to the Sellers'

deemed to have been served 24 nd or sent by electronic means, be such delivery or transmission.

period of 24 hours after despatch ery by hand or electronic means, ay which is not a Business Day or vice shall be deemed to occur on

rove, in the case of a letter, that ed and placed in the post and, in means, it shall be sufficient to that transmission was duly and delivery receipt.

rved as provided in this clause 23 have been given to each of the

ve been given to the personal otwithstanding that no grant of f his or her estate, if the Notice is with clause 22.1, to the deceased

Seller by name or to Seller's address gi notified by them in v Each of the Selle Solicitors as his age of or in connection upon. PROPER LAW AND JURI This Agreement and its subject matter arising therefrom o England and Wale courts. SIGNED by or on behalf of the par © Simply-docs. CO.SHARE.08 Shares Purchase Ag

resentatives by title at the relevant ther address as may have been eing their address for service.

onditionally appoints the Sellers' Notice or proceedings arising out d the transactions hereby agreed

arising out of or in connection with tractual matters and obligations shall be governed by the laws of clusive jurisdiction of the English

t before written

22.7

23.

Name and Address of Seller	Sh
< <name address="" and="">></name>	<<
< <name address="" and="">></name>	<<
< <name address="" and="">></name>	<<

Proportion
< <amount consideration<="" of="" th=""></amount>
due>>
< <amount consideration<="" of="" th=""></amount>
due>>
< <amount consideration<="" of="" th=""></amount>
due>>

Name: << >>

Registered in England no: << >>

Date of incorporation: << >>

Share capital: £<<Total share cap of <<Nomin type of share <<Nominal

Directors: << >> << >> << >> <<

Secretary: << >>

Auditors: << >>

Registered office: << >>



issued shares>> ordinary shares >> each [and <<Number of other hare e.g. preference>> shares of of share>> each]



<<Insert details of Tax Covenant 8



24. THE COMPANY AND THE

- 24.1 Each of the Sellers this Agreement, w accordance with its
- 24.2 Each of the Seller opposite his/her na the Buyer or as it rights now or hereat
- 24.3 No indebtedness is liabilities (actual or between the Compa an associate of or c

25. THE COMPANY'S SCHE ADMINISTRATIVE AFFAI

- 25.1 The particulars of the accurate and its iss
- 25.2 No person has the or not contingent) t loan capital of the without limitation co

26. STATUTORY AND OTHER

- 26.1 All registers, accol Company are in t accurate records of notice or allegation been received by th
- 26.2 The Company's acc
- 26.3 All returns and oth Companies, or with duly filed and were

27. INSURANCES

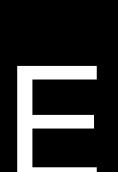
27.1 The Company mair insurance cover ag liability, accident, d loss of profit and covered for their full











nto and perform the provisions of ng agreement on the Sellers in

er of the number of Shares set as the right to dispose of them to neumbrance and together with all

are no contracts, arrangements or whole or in part to be performed ne Company or any person who is m.

AND CONSTITUTIONAL AND

chedule 2 are true, complete and paid.

e now or in the future and whether issue or transfer of any share or ion or other agreement (including of pre-emption).

þs

nancial and other records of the Company and contain true and law to be entered therein and no correct or should be rectified has s.

with the requirements of the Act.

to be filed with the Registrar of espect of the Company have been

I times has maintained, adequate professional negligence, product y loss (including product liability), vered and all Assets have been

- 27.2 The Disclosure Le maintained by or or effect.
- 27.3 There are no mater any of those polic circumstances likely
- 27.4 All the insurance point nothing has been of voidable and Company such policy.

28. COMPLIANCE WITH LAW

- 28.1 The Company has with all applicable la the Company nor a omitted to do, any default proceedings
- 28.2 The Company has any court or govern

29. LICENCES

- 29.1 The Company has a statutory or regulate its business effection carried on.
- 29.2 All such licences, c and none of the s suspended, cancell

30. LITIGATION

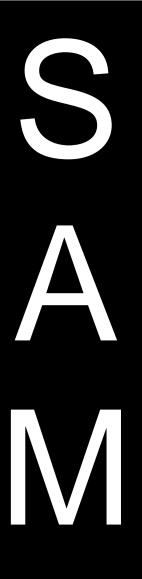
- 30.1 The Company is no in any litigation or o
- 30.2 So far as the Sellers

30.2.1 no litigation against the (

30.2.2 there are no proceedings

31. **INSOLVENCY**

31.1 The Company is no the Insolvency Act company concerned









ils of all policies of insurance , all of which are in full force and

der, or in respect of the validity of, Sellers are aware, there are no under any of those policies.

d effect, are not void or voidable, could make any of them void or or entitle any insurer to terminate,

ucting its business in accordance ny relevant jurisdiction and neither or employees have committed, or giving rise to any fine, penalty, art of the Company.

ndertaking or assurance given to till in force.

sents, permits and authorities of a expedient to enable it to carry on n the manner in which it is now

thorities are valid and subsisting, on why any of them should be wed on the same terms.

e with any customer or supplier or

are pending or threatened by or

give rise to any litigation or other

ay its debts within the meaning of vency legislation applicable to the aying its debts as they fall due.

- 31.2 No step has been ta
 - 31.2.1 the ability of their debts is
 - 31.2.2 some or all o pursuance o owing to the the dissolutio
 - 31.2.3 a person is the Compan
 - 31.2.4 the holder of control the b
- 31.3 In relation to the Co
 - 31.3.1 no administr 31.3.2 no documen administrato
 - 31.3.3 no notice of relevant com (as defined 1986).
- 31.4 No process has b dissolved and its a shareholders or oth
- 31.5 No distress, execut Company.

32. POLLUTION OF THE ENV

- 32.1 [No hazardous subs the Company.] [The permits and author handle or dispose handled or disposed
- 32.2 There has been r Company has no re by any third party which could give ris

For the purpose of environment" and " the Environmental F

33. THE ACCOUNTS

33.1 The Accounts:

33.1.1 have been and all othe with general













ss by or under which:

pany to take any action to enforce r prevented; or

mpany accept, by Agreement or in unt less than the respective sums e sums with a view to preventing

e affairs, business and assets of ny's creditors; or

ompany's assets is appointed to e Company.

ne court for the appointment of an

ministrator has been given by the a qualifying floating charge holder hedule B1 to the Insolvency Act

uld lead to the Company being among the Company's creditors,

s been levied on an asset of the

or stored or otherwise handled by times held all licences, consents, ble it to use, store or otherwise stances used, stored, otherwise

rironment by the Company, the r any pollution of the environment act or omission by the Company environment.

he expressions "pollution of the same meanings as in section 1 of

with the requirements of the Act d regulations and in accordance ractices;

- 33.1.2 have been p are consiste accounts of partly within
- 33.1.3 show a true Accounts D accounting p
- 33.2 The Accounts:
 - 33.2.1 make prope debts, for c contingent li
 - 33.2.2 do not overs

33.2.3 do not under

- 33.3 The Accounts are r other factor that we Accounts unusual o
- 33.4 [Since the Accounts
 - 33.4.1 the Compar course and manner ther
 - 33.4.2 the Compan liability, mad was not in th
 - 33.4.3 there has be the Compan
- 33.5 [The Management principles, policies and fairly reflect the period to which they

34. FINANCE OF THE COMP

- 34.1 Full and accurate outstanding or avail (and true and comp to the Disclosure Le anything whereby th might be affected or
- 34.2 A statement of all the balances on such a date of this Agreem the books and reco attached to the Dis the date to which s out of, and no inst drawn against, any account in the ordin



inciples and using methods which the preparation of the audited ccounting period falling wholly or nded on the Accounts Date; and

state of affairs of the as at the or loss of the Company for the

or reserve for all bad and doubtful sets and for liabilities (including ng deferred Tax);

or fixed assets; and

her actual or contingent).

ual or non-recurring items or any position and results shown by the rial respect.

siness in the ordinary and usual r alteration in the nature, scope or

posed of any asset, assumed any d into any other transaction which usiness and for full value; and

e financial position or prospects of

pared using the same accounting e Accounts (consistently applied) ompany as at the date and for the

loans or other financial facilities contained in the Disclosure Letter ents relating thereto are attached ellers nor the Company has done ich facilities in full force and effect

Company and of the credit or debit of more than two days before the of such credit or debit balances to at the date of this Agreement are ue, complete and accurate. Since up there have been no payments ayments out of, and no cheques or routine payments out of current

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35. THE ASSETS OF THE CO

- 35.1 The Company owns
- 35.2 The Company has p
- 35.3 The amounts due fr business and in an following the date o counterclaim or set-

36. INTELLECTUAL PROPER

- 36.1 The Company:
 - 36.1.1 is the sole a the registere which is vali
 - 36.1.2 has not ente any listed in any use of o any Intellect
- 36.2 The Company own unregistered) in the registrations or application
 - 36.2.1 None of the Sellers are person.
 - 36.2.2 None of the or have bee person.

37. PLANT

Each item of the p equipment used in repair and condition order.

38. COMPUTER SYSTEMS

- 38.1 The Hardware has benefit of an appro capable of being ter
- 38.2 Where any of the Company is the ov enable it to keep, or

ance all assets used by it.

sets.

ble in full in the ordinary course of <Number of days e.g. 90>> days ne of these debts is subject to any

where it is capable of registration) lectual Property used by it, all of ect;

Property Agreements other than r authorised any person to make would or might otherwise infringe

sign right (whether registered or ucts and is the proprietor of any uch designs.

of the Company (so far as the ntellectual Property of any other

ts are being used by, or are being posed or attacked by any other

all vehicles and office and other iness of the Company is in good d tear) and in satisfactory working

ained and supported and has the support agreement which is not r by less than 12 months' notice.

ny are stored electronically, the d software licences necessary to such records in the course of its business and does with any person.

- 38.3 In this paragraph 15 38.3.1 "Hardware"
 - of the Comp
 - 38.3.2 "Software" microproces irrespective

39. THE CONTRACTS OF TH

- 39.1 The Company is r obligation, commitm
 - 39.1.1 involves or revenue of a
 - 39.1.2 is in any wa business of
- 39.2 There is not outsta years been outsta Company and any p
- 39.3 The Sellers are no customers of or su volume of their pur comparison with t Company during th date of this Agreem

40. **EMPLOYMENT**

- 40.1 There is no empl Company and any which are annexed
- 40.2 There is no employees which on the contract of the contra
- 40.3 The Disclosure L employment, perior grade and age of contract of employn
- 40.4 The Company is no the rate of remuner:
- 40.5 Except as disclosed

40.5.1 incurred a lia including, w











or software relating to the records

uipment used by or for the benefit uding all Software;

instructions for execution by enefit of the Company at any time, or medium.

t to any agreement, transaction, ngement or liability which:

tions, restrictions, expenditure or rous or exceptional nature; or

ordinary and proper course of the i's length terms.

t at any time during the last three t or arrangement between the ly of an arm's length nature.

b indicate that any of the existing are likely materially to reduce the to, the Company in the future by nases from, or supplies to, the of months>> months prior to the

ct or engagement between the fficers, other than those copies of re Letter.

n the Company and any of its the Company by three months' m for damages or compensation nt or statutory compensation for

of the name, date of start of ment, salary and other benefits, Company and the terms of the ree.

has it made provision to increase pfficer or employee.

mpany has not:

nation of an employment contract dancy payment, protective award



40.5.2 incurred a agreement;

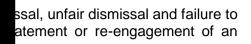
- 40.6 The Company has order and award practice, collective between it and its e its employees.
- 40.7 Within the year end given notice of red consultations with a the Trade Union ar comply with its oblic
- 40.8 The Company ha Information and Co with and does not r other body represe received any notice to any such agreem
- 40.9 The Company doe incentive, share opt of its directors, othe

41. **PENSIONS**

- 41.1 The Disclosed Sche has or could have benefits as defined Pensions) Act 2003
- 41.2 The Sellers have s and up to date d Company's obligation

<<Insert any additio

- 41.3 In determining the paragraph 18, it sha
 - 41.3.1 the Compar benefits und on the basi Disclosed So
 - 41.3.2 the Compan (including w proposing to provided or amendment paragraph w



termination of a consultancy

ation imposed on it by, and each egulation, code of conduct and practice relevant to the relations on or the terms of employment of

Agreement the Company has not ant Secretary of State or started es under Chapter II of Part IV of nsolidation) Act 1992 or failed to of Part IV of that Act.

rrangement (whether under the Regulations 2004 or otherwise) works council, staff association or yees and the Company has not any negotiations which may lead

proposing to introduce a share or other incentive scheme for any

ements under which the Company e or contribute towards relevant of the Income Tax (Earnings &

cuments containing full, accurate Disclosed Schemes and of the

to reflect the factual position>>

ny breach of any Warranty in this

natever payments to provide the es (as defined in that paragraph) mend or discontinue any of the nd

to continue to provide any benefit) which it now provides or is now at which each respectively is now vided and to maintain without s of a kind referred to in that e.

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42. MATERIAL DISCLOSURE

- 42.1 All information cont accurate.
- 42.2 No person is entitl Company any finde the acquisition or di
- 42.3 The sale of the Sh agreement or arra Company to lose t entitle any person Company.
- 42.4 The replies to the behalf of the Buyer



h the Disclosure letter is true and

contingently, to receive from the ner commission in connection with ompany.

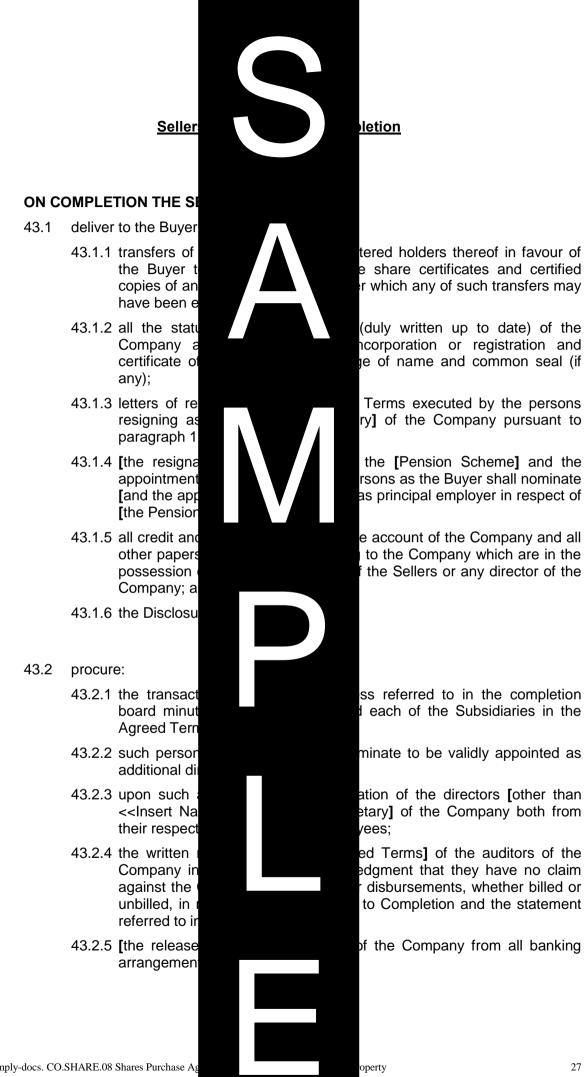
not by virtue of the terms of any Company is a party cause the or privilege it presently enjoys or tract with, or obligation to, the

puiries dated <<Date>> raised on nain true complete and accurate.

<<Insert any operative provisions

 \bigvee

ements>>



43.

- 43.2.6 the release Company (v given by the
- 43.2.7 the repayme or set-off of directors of connected w
- 43.2.8 the release Company by connected w that there is might arise i
- 43.2.9 [that the Co [and <<Inse [consultancy
- 43.2.10 that the Co at such me Terms.

of all Encumbrances given by the otherwise) and of all guarantees ny third party;

e Buyer directs) without deduction o the Company by the Sellers, the person who is an associate of or

of any and all claims against the erson who is an associate of or ating an acknowledgment by each ement under which any such claim

ame of company/firm/individual>> /individual>>] enter into [service] reed Terms; and]

eral meeting on short notice and, es of association in the Agreed

- 44. The purchase price paya £<<Amount in figures>> (Sellers in the Proportions a
- 45. The sum payable to the S [banker's draft in favour of be sufficient discharge to account(s):

Bank: << >> Branch: << >> Sort Code: << >> Account Name: << Account Number: <

[Bank: << >> Branch: << >> Sort Code: << >> Account Name: << Account Number: <

[Bank: << >> Branch: << >> Sort Code: << >> Account Name: << Account Number: <



he Shares shall be the sum of ounds), which shall be due to the on Completion.

aph 1.1 shall be paid by way of a icitors (whose receipt thereof shall graphic transfer to the following Signed by <<Name of Seller>>

Signed by <<Name of Seller>>

Signed by <<Name of Seller>>

Signed by <<Name>>for and

on behalf of <<Name of Buyer>>

LIMITED/PLC

