### This AGREEMENT dated

### **BETWEEN:**

- (1) THE PERSON whose Trader"); and
- (2) <<Name of Company> under registration num <<Address>> (herein a

### WHEREAS:

- I The Sole Trader has f under the style of "<<1 web-based business>>
- II The Sole Trader receiv the Business.
- III The Sole Trader wishe concern, together with than cash), in exchang
- IV Details relating to the not traded since its inc in Schedule 2.

### It is hereby AGREED:

- 1. Interpretation
  - 1.1 In this Agreeme

"the Contracts"

"the Excluded A "the IPRs"



ed in Schedule 1 ("the Sole

n <<England and Wales>> hose registered office is at ompany").

ied on a web-based business iness of which is <<nature of

esponsible for all the losses of

pany the Business as a going tware and other assets (other any.

rate limited company [and has te of this Agreement are given

herwise requires:-

all contracts, arrangements, and other commitments the Business entered into by Frader and which remain to be by any party to them in n part at the Transfer Date;

e assets listed in Schedule 3;

relation to the Business, (a) all rights in any copyrights, trademarks, service marks, designs, applications (and apply for any of those rights) siness and company names, domain names and e-mail s, unregistered trademarks ice marks, database rights,

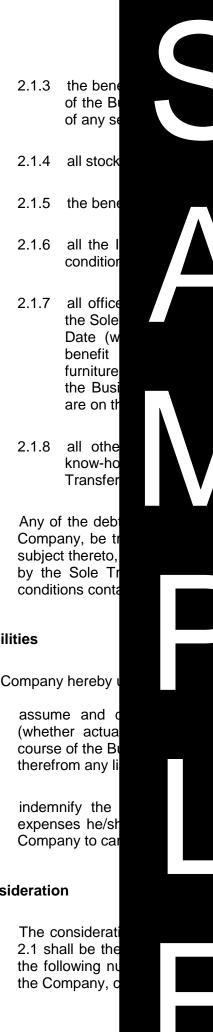
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	<ul> <li>know-how, rights in designs and inventions;</li> <li>(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);</li> <li>(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and</li> <li>(d) the right to sue for past infringements of any of the foregoing rights;</li> </ul>
"the Premises"	means the premises brief particulars of which are given in Part I of Schedule 5 (including any fixtures and fittings thereon);
"the Software"	means in relation to the Business, < <insert description="" of="" software="">&gt;and shall include, but not be limited to, any and all IPRs subsisting therein to which the Business holds title, any and all physical media and supporting documentation, any and all electronic copies, and the rights and obligations under any end user licence agreements where such rights and obligations are permitted to be transferred under the terms of such licence agreements; and</insert>
"the Transfer Date"	means << insert date>> or such other date as the Sole Trader decides.

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

# 2. Transfer of the Business

- 2.1 With effect from midnight on the Transfer Date the Sole Trader shall transfer as a going concern to the Company:-
  - 2.1.1 the goodwill (if any) of the Business together with the exclusive right (so far as the Sole Trader can grant the same) for the Company to represent itself as carrying on the Business in continuation of and in succession to the Sole Trader and to use the name "<<trading name>>" (or any part thereof) in connection with the Business;
  - 2.1.2 all rights or title or interest which they have in the Premises;



the Sole Trader in the course Date, together with the benefit by the Sole Trader;

at the Transfer Date;

) of the Contracts;

cordance with the terms and set out in Schedule 4 below;

ttings and vehicles owned by f the Business on the Transfer e are on the Premises), the nents for office equipment, Sole Trader for the purpose of ate (whether or not the same

its, records, information and me) of the Business on the he Excluded Assets.

.1.3 may, at the option of the ation and not by assignment; clause 2.1 shall be transferred antee and on the terms and le 5 as to the Premises.

ligations and other liabilities d by the Sole Trader in the e Transfer Date (but excluding or any other tax); and

ainst all liabilities, costs and reason of any failure by the er paragraph 3.1 above.

Business pursuant to clause any to the Sole Trader, at par s of £1 each in the capital of

#### 3. Liabilities

2.2

The Company hereby

- 3.1
- 3.2

#### 4. Consideration

4.1

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		4.1.1	in respe < <numb< td=""><td></td><td>will referred to in clause 2.1.1,</td></numb<>		will referred to in clause 2.1.1,
		4.1.2	in resp < <numb< td=""><td></td><td>s referred to in clause 2.1</td></numb<>		s referred to in clause 2.1
	4.2		shares ref entire issi		and 4.1.2 above, shall consist Company].
5.	Comp	letion			
	5.1	clause	ansfer of 5.2 and oftware), I		to clause 2.1 shall, subject to hedule 4 (Assignment of IPRs
		5.1.1	as soon shall:		Fransfer Date, the Sole Trader
			5.1.1.1 c B p	V	such of the assets of the clause 2.1 as are capable of
			5.1.1.2 p s p		take exclusive possession of as were in the exclusive ader on the Transfer Date;
			5.1.1.3 c tł c to o		duly executed assurances of the Business referred to in all documents of title relating books of account, records and to the Business; and
		5.1.2	<<[imme shares r		, the Company shall issue the
	5.2	hereui in Sch	assignme nder (inclu ledule 4) i available		set or right agreed to be sold IPRs and Software as set out third party, and such consent Sole Trader shall:-
		5.2.1	subject such cor		er best endeavours to obtain
		5.2.2	hold tha consent		ee for the Company until the
@Simply	y-Docs – C	CO.CF.16	- Business Tr		D Ltd Company (web based business) Page 4

5.

5.2.3 in the m direction right;

and accordingly comple delayed until consent is

5.3 Each of the Sol as may reasona to in clause 5.2

#### 6. **Employees**

It is acknowledged an hereunder constitutes Undertakings (Protection amended and updated the persons employed thereof, be transferred

#### 7. General

- 7.1 This Agreemen full force and e do such acts an
- 7.2 All costs and e preparation, cor for the account
- 7.3 This Agreemer with respect to hereby acknow does not do representation, implied, other th
- 7.4 Agreeme This obligations aris governed by, a and Wales.
- 7.5 Any dispute, co relating to this obligations arisi the jurisdiction d

IN WITNESS whereof the par and year first before written











he lawfully may) act under the atters relating to that asset or

r novation in question shall be

ny shall give such guarantees to obtain any consent referred

that the sale of the Business he purposes of the Transfer of lations 2006 as subsequently e contracts of employment of on completion of the transfer ded by those Regulations.

s to be performed, continue in npletion, and the parties shall y to give effect thereto.

parties in connection with the tion of this Agreement shall be

reement between the parties eof and each of the parties into this Agreement, he or it ind has not relied on, any ther term, whether express or ut herein.

bn-contractual matters and ociated therewith) shall be nce with, the laws of England

or claim between the Parties v non-contractual matters and ted therewith) shall fall within nd Wales.

ed this Agreement on the day

Name:

Address:



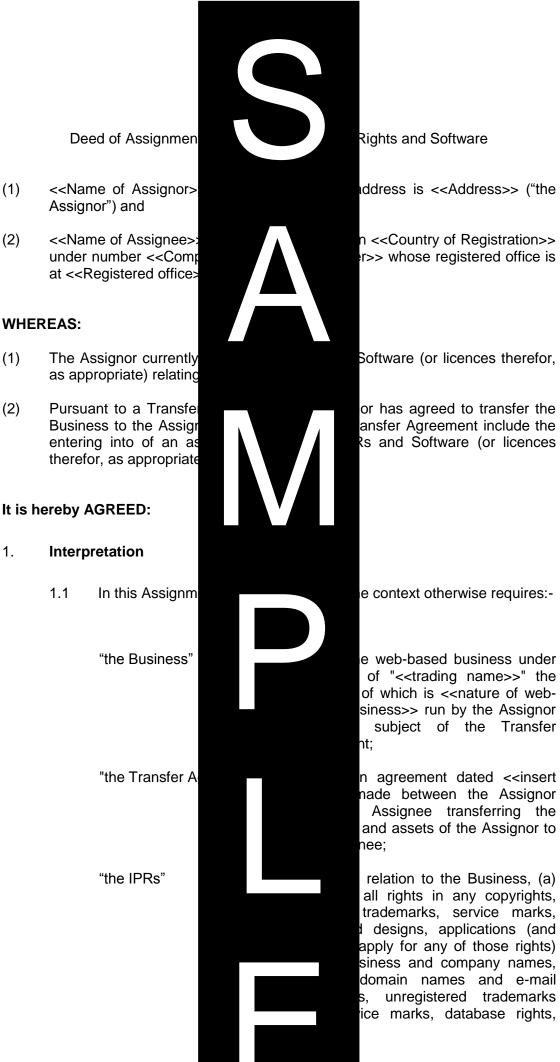
Date of Incorporation: Registered number: << >> Registered Office: << >> Directors: << >>



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know-how, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights; and

"the Software" means in relation to the Business. <<description of the software>> and shall include, but not be limited to, any and all IPRs subsisting therein to which the Business holds title, any and all media and supporting physical documentation, any and all electronic copies, and the rights under any end user licence agreements where such rights are permitted to be transferred under the terms of such licence agreements.

## 2. Assignment

- 2.1 Pursuant to and for the consideration set out in the Transfer Agreement, the Assignor assigns to the Assignee absolutely:
  - (a) the Intellectual Property Rights;
  - (b) the Software (or the licences therefor where the terms of such licences permit such assignment); and
  - (c) the exclusive right for the Assignee and its successors in title to hold itself and themselves out as carrying on the Business in succession to the Assignors.
- 2.2 The Assignor makes the assignment under clause 2.1 above with full title guarantee [and free from all encumbrances].

### 3. Liability

The Assignor shall not be liable to the Assignee for any indirect or consequential loss the Assignee may suffer even if such loss is reasonably foreseeable or if the Assignor has been advised of the possibility of the Assignee incurring it.

### 4. **Further Assurance**

At the Assignee's exp endeavours to procur deliver such documen time to time reasonably this deed, whether in o right or otherwise.

### 5. General

- 5.1 No one other th assignees, shal
- 5.2 This Agreement arising therefrom construed in action
- 5.3 Any dispute, co relating to this obligations aris the jurisdiction of

# Signed as a deed by <<Assign

In the presence of: -

<< >> << >> << >>

Signed as a deed for and o Signatory of Assignee>>

In the presence of: -

<< >> << >> << >>



and shall use all reasonable hird party shall, execute and ts as the Assignee may from the Assignee the full benefit of stration of title or other similar

heir successors and permitted e any of its terms.

actual matters and obligations h) shall be governed by, and f England and Wales.

or claim between the Parties y non-contractual matters and ted therewith) shall fall within and Wales.

Assignee>> by <<Authorised

Part 1 << >>

Part 2 << >>



Signed by <<Sole Trader>>

In the presence of: -<< >> << >> << >>

Signed for and on behalf of <<

In the presence of: -<< >> << >> << >>



<<Company Signatory>>

A (2 >