Share Sale Agreement

With three Schedules

Date:

Telephone: Facsimile:

Email:

Website:

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By this Agreement dated

between:

of "vendor"

and

of "purchaser"

Recitals

A. The Vendor owns shares in the company named in item

5 in Schedule 1 "the Company"

B. The vendor agrees to sell the shares on the terms contained in this Agreement, and subject to the confidentiality provisions in Schedule 3 to this agreement.

Terms

1 Balance Purchase Price

The balance of the purchase price and all other amounts payable by the Purchaser at the time of completion shall be



2 Sale Price

The Vendor agrees to sell and the Purchaser agrees to purchase the shares included in the sale for the price in Item 7 in Schedule 1.

3 Deposit

3.1 Payment of Deposit

3.1.1 On or



4 Vendor's obligation to furnish information

The Vendor agrees to furnish before completion to the Purchaser, the Purchaser's solicitors or accountants (as may be requested by the Purchaser) such documents and information as are listed in Item **Error! Reference source not found.** of Schedule 1.

5 No collateral agreements

The parties have not entered into and are not bound by any collateral or other agreement apart from this Agreement.

6 Warranties

6.1 Vendor's warranties

6.1.1 The Vendor makes each of the warranties contained in Schedule 2.

6.2 Accuracy of warranties

6.2.1 The Vendor warrants that the warranties contained in this Agreement are accurate, contain no material omissions and are not misleading.

6.3 Application of warranties at completion

Any warranties which are expressed to apply at the date of this Agreement also apply as warranties made by the Vendor at the date of completion of the sale of Company to the Purchaser.

6.4 Disclosure of facts rendering warranty incorrect

6.4.1 In the event



6.5 Vendor's obligations to furnish information

6.5.1 The Vendor agrees to furnish before completion to the Purchaser or to the Purchaser's solicitors or accountants (as may be requested by the Purchaser) such documents and information as the Purchaser may reasonably require to verify the accuracy of any warranties.

6.6 Entitlement to acquire Shares

6.6.1 The Purchaser



6.6.2 The total shareholdings of the Vendor and of any of it's directors or principal shareholders (if the Vendor is a company) when aggregated, does not exceed five per cent (5%) of the total number of issued shares of the company;

7 Preparation and execution

Goods and services Tax

7.1 Interpretation

7.1.1 In this clause: "GST" refers to goods and services tax under a New Tax System (Goods and Services Tax) Act 1999 ("GST" Act) and the terms of used have the meanings as defined in the GST Act.

7.2 Sale of going concern

7.2.1 The Vendor and the Purchaser agree that the sale of shares in this agreement is the supply of a going concern.

7.3 Registration of Purchaser

7.3.1 The Purchaser represents and warrants that it is registered or is required to be registered under the GST Act.

7.4 Vendor's obligation

7.4.1 The Vendor agrees that it will carry on the conduct of the business of the company as a going concern until the completion of this sale.

7.5 Amounts are GST-free

7.5.1 The parties acknowledge and agree that all amounts in this Agreement do not include GST free unless expressly stated otherwise.

7.6 If sale not of going concern

- 7.6.1 If for any reason this sale is not accepted by the Commissioner of Taxation as GST free, as the supply of a going concern:

 - (b) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

8 Completion

8.1 Time of Completion

8.1.1 Completion of this sale shall

8.2 Place of Completion

8.2.1 Completion shall be effected at the Vendor's solicitor's office or at such other place as is nominated by the Vendor's solicitor which shall not be situated more than two kilometres from the Vendor's solicitor's office.

8.3 Delivery to Purchaser on completion

(a)	The documents and certificates establishing or providing evidence of title
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(b) Any other documents or records expressly agreed in this Agreement

SCHEDULE 1

- 1. Date of Agreement
- 2. Vendor
- 3. Purchaser
- 4. Shares
- Pty Ltd 5.
- 6. Lease
- 7. Price8. Deposit
- 9. Stakeholder
 - xxxxxxxxxTax returns for the Company
 - b. Minutes of meeting of the Company
 - c. Resignation of directors
 - d. ASIC form 484
- 10. Completion date

SCHEDULE 2

WARRANTIES

The Vendor warrants that:

- A. Relating to the Vendor's capacity and title
- 1. The Vendor has full title, capacity and authority to enter into this Agreement and to sell the property included in the sale
- 2. The Vendor (if an individual):
 - a. has not committed any act of bankruptcy.
- 3. The Vendor (if a company) has not received:

- b. Any notice or order for the appointment of a receiver or other controller or administrator.
- 5. The Company and the property included in the sale is not, and will not be on completion, subject to any mortgage, charge, encumbrance, lease or other liability which would attach to the property or bind the Purchaser.

SCHEDULE 3 CONFIDENTIALITY PROVISION IN AGREEMENT FOR SALE OF SHARES

The Purchaser agrees to treat and to keep the following information relating to the Company,				
fxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx				
 a) marketing information, including customer details, marketing plans; b) technical information, including trade secrets, know-how drawings, plans, product descriptions, formulas. 				
The Purchaser agrees that the Purchaser and the Purchaser's employees or agents will not disclose any of the information described in (1) without the express permission of the Vendor-				
a) in respect of financial information or technical information, before or after completion of the sale;				
in respect XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
The Purchaser.				
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				

b)

Executed as an Agreement. Executed for and on behalf of by (print name and position) a duly authorised person in the presence of: Witness signature Name of Witness (print) Date: **Executed** for and on behalf of by (print name) a duly authorised person in) the presence of: Witness signature

.....

Name of Witness (print)

Date: