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# Stock Transfer Agreement

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## 1. Parties

This **Stock Transfer Agreement** (shall be referred as "**Agreement**" hereinafter) has been signed by and between the parties indicated below;

**The "Transferor"**

**The "Transferee"**

**WHEREAS**, \_\_\_\_\_, is a \_\_\_\_\_ based corporation (the "**Company**" hereinafter), is engaged in the business of \_\_\_\_\_;

**WHEREAS**, the Company has an authorized capital stock consisting of \_\_\_\_\_ shares of common stock, par value \_\_\_\_\_ per share;

**WHEREAS**, the Transferor is the owner of \_\_\_\_\_ shares of the common stock of the Company;

**WHEREAS**, Transferee desires to acquire the shares from the Transferor, and the Transferor desires to transfer and sell the shares to the Transferee;

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, the Transferor and the Transferee agree as follows;

## 2. Transfer of Shares

The Transferor hereby represents and warrants that he/she has full right, power, and authority to transfer the shares, and upon completion of this transfer, the Transferee shall become the legal and beneficial owner of the Shares, free and clear of any encumbrances, claims, or restrictions.

The Transferor is the owner of \_\_\_\_\_ shares of the common stock of the Company and agrees to transfer all of its shares to the Transferee.

The risk of loss or damage to the Shares shall remain with the Transferor until they are successfully delivered to the Transferee as specified herein.

### **3. Purchase Price**

In consideration for the transfer of the shares, the Transferee shall pay the Transferor the sum of \_\_\_\_\_. The purchase price shall be paid in \_\_\_\_\_, and on the closing date, after the delivery of the endorsed stock certificates representing the shares to the Transferee.

### **4. Representations and Warranties**

The Transferor represents and warrants that it is the legal and beneficial owner of the shares being sold, and that it has the full power and authority to sell and transfer the shares.

The Transferor has no obligations or liability of any nature on the shares not reflected in the company books, if applicable in balance sheets and financial statements.

No contract, liability or commitment has been entered into by the Transferor which are of a long term or unusual nature and which may affect the shares that are subject to transfer.

The Transferee has the financial ability to bear the economic risk of this investment, has adequate means for providing for the current needs and contingencies of the Transferee and has no need for liquidity with respect to the investment in the Company.

The Transferee acknowledges and is aware that there are substantial risks of loss of investment incident to the purchase of the shares.

## **5. Termination**

This Agreement may be terminated at any time with immediate effect of the followings on or prior to the Closing:

- (a) By mutual agreement of the Transferor and the Transferee in writing;
- (b) By the Transferee, if the Transferor fails to perform the conditions precedent and any of its Pre-Closing representations and warranties on or before the Closing Date;
- (c) By either Party, in the event of breach of any obligations set forth under this Agreement.

Any termination of this Agreement shall be without prejudice to any rights and obligations of the Parties accrued or incurred prior to the date of such termination, which shall survive the term of this Agreement.

## **6. Confidentiality**

Each Party undertakes for itself and guarantees to keep confidential any information relating to or that was disclosed in preparation of or as required under this Agreement and to prevent the passing on of such information to third parties (the "**Confidential Information**") other than mandatory notification responsibilities under Law. The Purchaser shall be obliged to disclose transactions to the statutory bodies under the law of the land or any other Governmental Regulatory Authorities which shall not be deemed as a breach of confidentiality obligation.

In particular, each Party shall treat as strictly confidential and not disclose or use any information relating to the transaction or the shares and any other information relating to the business, financial or other affairs of the other Party.

## **7. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the applicable federal laws and the laws of the State of \_\_\_\_\_. The parties agree that any legal action or proceeding arising from or related to this Agreement shall be brought exclusively in the courts of \_\_\_\_\_.

## 8. Miscellaneous

- **Waivers** - No waiver by any Party of any right, default, misrepresentation or breach of obligation, warranty, covenant or any provision hereunder, whether intentional or not, shall be deemed to extend to any other prior, contemporaneous or subsequent right, default, misrepresentation or breach of obligation, warranty, covenant or any provision hereunder or affect in any way any rights arising by virtue of any other such occurrence. Any such waiver shall be deemed effective only if given in writing and signed by the Party charged with such waiver.
- **Assignment** - This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party hereto. No Party may assign, transfer, charge or deal in any way with the benefit of, or any of its rights under or interest in, this Agreement except with the prior written consent of the other Parties.
- **Amendments** - Unless stated otherwise, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all Parties.
- **Severability** - Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof. The Parties shall replace any invalid or unenforceable term or provision by a valid or enforceable provision which most accurately reflects the economic purpose of the invalid or unenforceable term or provision.
- **Entire Agreement** - This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.

**The Transferor**

**Name**

**Date**

**Signature**

**The Transferee**

**Name**

**Date**

**Signature**

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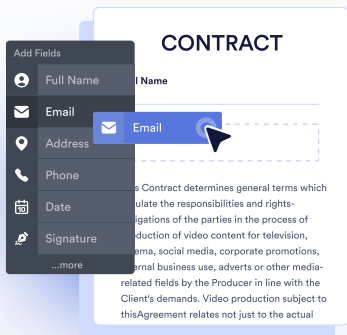


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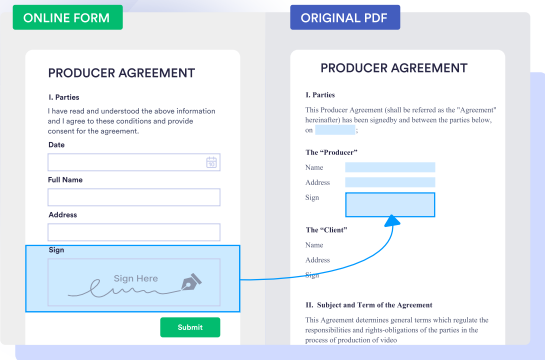
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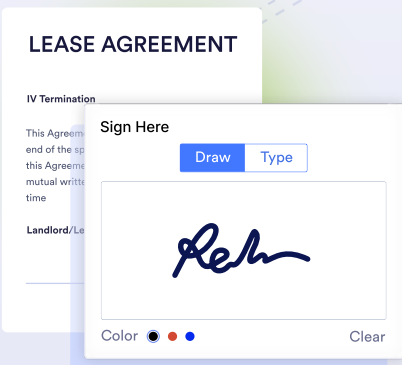
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