

SHARE PURCHASE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Legal Name: _____

Business Number / Government ID: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Business Number / Government ID: _____

Address: _____

Phone/Email: _____

Company and Shares Information:

Company Name: _____

Business Number: _____

Number of Shares Being Sold: _____

Class and Series of Shares: _____

Certificate Numbers (if applicable): _____

Purchase Price and Payment Terms:

Purchase Price: _____ CAD

Payment Method and Schedule: _____

Clause 1 – Interpretation

In this Agreement, unless the context otherwise requires, words importing singular include the plural and vice versa, and words importing gender include all genders. Headings are for convenience only and do not affect interpretation.

Clause 2 – Agreement to Sell and Purchase

Subject to the terms and conditions of this Agreement, the Seller agrees to sell and the Buyer agrees to purchase the Shares identified herein.

Clause 3 – Purchase Price

The total purchase price for the Shares shall be as stated above, payable by the Buyer to the Seller in accordance with the terms set forth herein.

Clause 4 – Payment of Purchase Price

The Purchase Price shall be paid by the Buyer to the Seller by wire transfer, certified cheque, or other immediately available funds acceptable to the Seller.

Clause 5 – Closing

The Closing shall occur at the place and time mutually agreed upon by the parties and shall include the execution and delivery of all documents required to effect the transfer of Shares.

Clause 6 – Representations and Warranties of the Seller

The Seller represents and warrants that: (a) the Seller is the sole legal and beneficial owner of the Shares with good and marketable title free from any encumbrances; (b) the Company is duly incorporated, validly existing and in good standing under the laws of its jurisdiction; (c) there are no outstanding agreements, options, rights or commitments relating to the Shares; (d) all information provided to the Buyer is true, accurate and complete; and (e) the Seller has full power and authority to enter into and perform this Agreement.

Clause 7 – Representations and Warranties of the Buyer

The Buyer represents and warrants that: (a) the Buyer has full power and authority to enter into and perform this Agreement; (b) the Buyer has conducted all necessary due diligence; and (c) the execution and delivery of this Agreement do not violate any other agreement or law.

Clause 8 – Conditions Precedent

The obligations of the parties at Closing are subject to the fulfillment or waiver of conditions precedent including, but not limited to, the accuracy of representations and warranties, receipt of all necessary approvals and consents, and absence of any material adverse change.

Clause 9 – Covenants

The parties agree to execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the intent and purposes of this Agreement.

Clause 10 – Indemnification

The Seller agrees to indemnify and hold harmless the Buyer against any losses, damages, expenses or liabilities arising out of any breach of the Seller's representations, warranties, or covenants.

Clause 11 – Confidentiality

The parties agree to keep confidential all non-public information received in connection with this Agreement and not to disclose such information except as required by law or agreed upon in writing.

Clause 12 – Non-Competition and Non-Solicitation

The Seller agrees that for a period of two years following Closing, the Seller shall not engage in any business competing with the Company nor solicit any customers or employees of the Company.

Clause 13 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

Clause 14 – Dispute Resolution

Any dispute arising under or in connection with this Agreement shall be resolved by arbitration in Toronto, Ontario, in accordance with the Arbitration Act, 1991 (Ontario), and the rules then in effect.

Clause 15 – Notices

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by nationally recognized overnight courier, or sent by registered mail to the addresses set forth herein.

Clause 16 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions.

Clause 17 – Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

Clause 18 – Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions.

Clause 19 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 20 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Clause 21 – Execution by Electronic Means

The parties agree that this Agreement may be executed electronically and that such electronic execution shall be binding and have the same force and effect as an original signature.

Clause 22 – Further Assurances

Each party agrees to perform all further acts and execute all further documents necessary to give full effect to the provisions of this Agreement.

Clause 23 – Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 24 – Survival

All representations, warranties, covenants and indemnities contained in this Agreement shall survive the Closing.

Clause 25 – Interpretation

Any reference to a statute or regulation shall include any amendment or re-enactment thereof.

Clause 26 – Language

The parties acknowledge that they have requested and consented to this Agreement and all related documents be drawn up in English.

Clause 27 – Headings

Headings in this Agreement are for convenience only and shall not affect its interpretation.

Clause 28 – Costs

Each party shall bear its own legal and other costs incurred in connection with the negotiation, preparation, and execution of this Agreement.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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