

EQUITY BUYOUT AGREEMENT

Location: _____ Effective Date: _____

Parties:

Seller (Shareholder): _____

Buyer (Company or Entity): _____

Recitals:

WHEREAS, Seller is the lawful owner of certain shares of the Company as defined below; WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's shares in the Company upon the terms and conditions set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Definitions

Capitalized terms used in this Agreement have the meanings assigned to them in this Agreement or as otherwise defined herein.

2. Purchase and Sale of Shares

Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases from Seller, all right, title, and interest in and to the Shares, free and clear of all liens, claims, and encumbrances.

3. Purchase Price

The purchase price for the Shares shall be the amount agreed upon by the Parties, payable in cash, promissory note, or other consideration as expressly set forth herein.

4. Payment Terms

Payment of the Purchase Price shall be made pursuant to the schedule and method agreed by the Parties. Any deposit or escrow arrangements are to be detailed in writing.

5. Representations and Warranties of Seller

Seller represents and warrants to Buyer that: (a) Seller is the lawful owner of the Shares, free and clear of all encumbrances; (b) Seller has full power and authority to enter into this Agreement and sell the Shares; (c) the Shares constitute all of Seller's interest in the Company; (d) there are no outstanding agreements, options, or rights relating to the Shares; (e) no consent of any third party is required; and (f) Seller is not subject to any bankruptcy or insolvency proceedings.

6. Representations and Warranties of Buyer

Buyer represents and warrants to Seller that: (a) Buyer has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) Buyer has requisite financial capability to consummate the purchase.

7. Conditions Precedent

The obligations of the Parties to consummate the transaction are subject to customary closing conditions, including but not limited to: (a) accuracy of representations and warranties; (b) delivery of all required documents; (c) absence of any material adverse change; and (d) receipt of any required consents or approvals.

8. Closing

The Closing shall take place at a mutually agreed time and place, whereupon Seller shall deliver stock certificates, duly endorsed or accompanied by stock powers, and Buyer shall pay the Purchase Price and deliver required documents.

9. Covenants

Seller covenants to refrain from competing with the Company, soliciting employees or customers, or disparaging the Company as specified in any attached Non-Compete or Confidentiality agreements.

10. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, or liabilities arising from any breach of this Agreement or any inaccuracy in any representation or warranty.

11. Confidentiality

The Parties agree to keep confidential the terms of this Agreement and any proprietary information exchanged, except as required by law or with prior written consent.

12. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of state or federal courts located in _____ County, _____.

13. Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or through litigation as applicable.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

15. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties.

16. Notices

All notices, requests, demands, and other communications shall be in writing and delivered personally, by nationally recognized overnight courier, certified mail, or electronic means with receipt confirmation, to the Parties at their addresses set forth herein.

17. Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that Buyer may assign to an affiliate or successor entity.

18. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

20. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which

together shall constitute one and the same instrument.

21. Signatures

The Parties have executed this Agreement as of the Effective Date.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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