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This Sale Contract is provided to you as a draft only. Please **READ IT CAREFULLY** and **COMPLETE PARTICULARS** on PAGE 11. We recommend you seek your own independent legal advice in relation to the Sale Contract.

## Sale Contract

### 1. Background

- A. The Seller owns the Business.
- B. The Seller desires to sell the Business to the Buyer and the Buyer desires to purchase the Business from the Seller.
- C. Subject to and in accordance with the terms and conditions of this Agreement, the Buyer agrees to purchase the Business from the Seller and the Seller agrees to sell the Business to the Buyer.

### 2. Definitions

In this Agreement, the following words have the following meanings:

**Assets** means individually and collectively the Goodwill, the Intellectual Property Rights, the Customers, the Inventory, the benefit of the Business Contracts and any other items listed in the Particulars.

**Assistance Period** means the period specified as such in the Particulars, which may be before or after Completion or both.

**Business** means the whole of the undertaking and Goodwill of the Business as specified in the Particulars carried on by the Seller under the business name specified in the Particulars using the Assets.

**Business Name** means the name of the business specified in the Particulars.

**Business Contracts** means the supply, licence, employee, agency, consulting, franchise, warranties, guarantees, distribution and sale agreements, arrangements or understandings entered into, existing, made or held by the Seller concerning the Business which are, in whole or in part, executory as at Completion, including those listed in the Particulars.

**Business Day** means a day other than a Saturday, Sunday or public holiday.

**Buyer** means the buyer of the Business and the Assets as set out in the Particulars.

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent and whether based in contract, tort or statute.

**Completion** means the completion of this Agreement resulting in the sale by the Seller and the purchase by the Buyer of the Business and the Assets.

**Completion Date** means the date that Completion occurs, such date being scheduled to take place on the date specified in the Particulars.

**Conditions** means the conditions specified as such in the Particulars.

**Confidential Information** means:

- (a) all trade secrets and all financial, accounting, marketing and technical information, customer and supplier lists, pricing information, ideas, concepts, formulae, knowhow, technology, operating procedures, processes, knowledge and other information belonging to, used by or relating to the Seller in the conduct of the Business which is not in the public domain;
- (b) all notes and reports incorporating or derived from information referred to in paragraph (a); and
- (c) all copies of the information, notes and reports referred to in paragraphs (a) and (b).

**Customer** means the customers or subscribers of the Business.

**Debtors** means the trade and other debts owing to the Sellers as at Completion from products or services sold, delivered or provided by the Sellers in the conduct of the Business prior to Completion.

**Excluded Assets** means assets specified as such in the Particulars used by the Seller in the conduct of the Business prior to Completion which will not be transferred to the Buyer on Completion.

**Encumbrances** means all mortgages, charges, pledges, liens, security interests, retentions of title, other encumbrances and all rights of any other person adverse to the interest of the Buyer as purchaser of the Business and the Assets.

**Goodwill** means the goodwill of the Seller in relation to the Business together with the exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Seller.

**Intellectual Property Rights** means all intellectual property and proprietary rights (whether registered or unregistered) owned or used by the Seller or necessary for the conduct of the Business including:

- (a) the Business Name,
- (d) the trademarks;
- (e) the Confidential Information; and
- (f) all patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, knowhow, logos, registered and unregistered designs, design rights, copyright and similar industrial or intellectual property rights.

**Inventory** means all marketable inventory of raw materials, packaging materials, finished goods and other good and saleable stockintrade owned and held by the Seller in the conduct of the Business on the Completion Date.

**Liabilities** includes all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description.

**Particulars** means the particulars of this Agreement set out in Part 1.

**Purchase Price** means the dollar amount described as such in the Particulars.

**Records** means all original and copy records, documents, books, files, reports, accounts, plans, correspondence, letters and papers of every description and other material belonging or relating to or used by the Seller in the conduct of the Business including certificates of incorporation, minute books, statutory books and registers, books of account, taxation returns, title deeds, certificates of title, cheque books, sales literature, market research reports, product promotional, descriptive and application material, manufacturing and engineering records, sales and purchasing records, price lists, computer programs and software, personnel records, trading and financial records and lists of all regular suppliers and customers.

**Restraint Area** means the area specified as such in the Particulars.

**Restraint Period** means the period specified as such in the Particulars.

**Seller** means the seller of the Business and the Assets.

**Warranties** means the warranties made and representations given by the Seller to the Buyer at clause 14.

### 3. Interpretation

3.1. In this agreement:

- (a) a reference to:
  - i. a person includes a firm, partnership, joint venture, association, corporation or other corporate body; and
  - ii. a person includes the legal personal representatives, successors and permitted assigns of that person.
- (g) a reference to this or another document includes the document as varied or replaced regardless of any change in the identity of the parties; and
- (h) a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form; and

- (i) headings and subheadings are inserted for ease of reference only and do not affect the interpretation of this Agreement; and
- (j) a reference to:
  - i. the singular includes the plural and vice versa; and
  - ii. a gender includes the other genders; and
- (k) a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

3.2. If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following day.

#### **4. Sale and Purchase**

4.1. If all Conditions are satisfied, at Completion:

- (a) the Seller (as legal and beneficial owner) sells; and
- (b) the Buyer buys, free from all Encumbrances (other than those Encumbrances listed in the Particulars), the Business and the Assets.

#### **5. Conditions**

5.1. The rights and obligations of the parties in this Agreement have no force or effect until all Conditions (if any) are satisfied.

5.2. Each party must:

- (a) immediately notify the other party of the satisfaction of its Conditions; and
- (l) provide evidence to establish, to the reasonable satisfaction of the other party, that the Conditions have been satisfied.

5.3. If the Conditions are not satisfied or waived by the Buyer on or before:

- (a) 5:00 pm, two Business Days prior to the Completion Date; or
  - (m) such other date and time agreed in writing by the parties,
- this Agreement terminates immediately, except in so far as it relates to the Confidential Information.

#### **6. Purchase Price**

[use 6.1 or 6.2 as appropriate / remove clause if irrelevant]

6.1. The Buyer must pay the Purchase Price to the Buyer as directed by the Seller, on Completion.

6.2. The Buyer must pay the Purchase Price to the Buyer, as follows:

- (a) [amount] payable on Completion;
- (b) [amount] payable [#] [days/months] from the Completion Date;
- (c) [amount] payable [#] [days/months] from the Completion Date; and
- (d) [amount] payable [#] [days/months] from the Completion Date.

#### **7. Title and Risk**

7.1. The Buyer is only entitled to the income and profits of the Business accrued after Completion.

7.2. Possession of the Assets sold under this Agreement and risk related to the Assets must be given and taken at Completion.

7.3. Until Completion, the Seller must maintain current insurance policies in respect of the Assets covering such risks and for such amounts as would be maintained in accordance with prudent business practice and, if required by the Buyer, have noted on all relevant insurance policies the interest of the Buyer in the Assets.

7.4. If any of the Assets are damaged, destroyed or otherwise affected before Completion to a degree which, in the reasonable opinion of the Buyer, materially and adversely affects the conduct or profitability of the Business, the Buyer may immediately terminate this Agreement by notice in writing to the Seller.

7.5. The Buyer and its representatives are entitled to full management and control of the Business at and from Completion.

7.6. Title to the Assets and the benefit of the Goodwill passes to the Buyer at Completion.

**8. Continuation of Business**

Prior to Completion, the Seller must carry on the Business in the usual and ordinary course and do all things necessary or desirable to preserve and enhance the Goodwill and not do anything which may damage the Goodwill at any time.

**9. Assistance**

9.1. The Seller must do whatever is reasonably necessary to introduce the Buyer to customers and suppliers connected with the Business and give the Buyer reasonable assistance and advice about running the Business during the Assistance Period.

**10. Completion**

10.1. Completion must take place on the Completion Date at the location specified in the Particulars or such other place as the parties agree.

10.2. At Completion, the Seller must, at its own cost (if any):

- (a) deliver to the Buyer releases of all Encumbrances affecting the Assets (other than those Encumbrances being transferred by this Agreement and specified in the Particulars) from all persons holding those interests; and
- (n) deliver to the Buyer all Stock; and
- (o) deliver to the Buyer duly executed transfers of or consents relating to the Intellectual Property Rights (where applicable) in a form acceptable to the Buyer; and
- (p) assign to the Buyer all its right, title and interest in the Business Contracts and deliver to the Buyer all required consents to such assignment; and
- (q) deliver to the Buyer the Records; and
- (r) deliver to the Buyer:
  - i. such other notices, documents, instruments and assignments reasonably requested by the Buyer prior to Completion, which are required to be executed or registered under any statute or otherwise, to enable the Buyer to take possession of the Assets or for the future conduct of the Business; and
  - ii. any other document or thing reasonably necessary to give full effect to this Agreement as it relates to the Seller.

10.3. At Completion, the Buyer must pay, as directed by the Seller, the Purchase Price.

**11. Assumption of Debts and Liabilities**

11.1. With the exception of the Encumbrances specified in the Particulars (and only to the extent specified in the Particulars), the Buyer does not assume any debt, liability or obligation of the Seller, whether known or unknown, fixed or contingent.

11.2. Without limiting the generality of this clause, the Buyer has no liability of any kind for, and the Seller must indemnify the Buyer against all Claims and Liabilities that arise from or relate to, the conduct of the Business prior to Completion.

**12. Business Contracts**

12.1. If the assignment of any of the Business Contracts requires another party's consent the Seller must, until Completion and at its own cost, use its reasonable endeavours with the co-operation of the Buyer to procure the consent of that other party to the assignment of those Business Contracts from the Completion Date.

12.2. The Buyer must provide to the Seller all information as is reasonably requested in order to obtain an assignment of the Business Contracts.

12.3. In respect of each Business Contract assigned under this Agreement:

- (a) the Seller is responsible for complying with all of the obligations under it for the period up to and including the Completion Date; and
- (s) the Buyer is responsible for complying with all of the obligations under it for the period after the Completion Date; and

- (t) each party accordingly indemnifies the other against all Claims or Liabilities arising out of or in relation to the non-payment, non-observance or non-performance of any obligations arising under or arising in respect of each Business Contract.

12.4. If the Seller is unable to procure the assignment of a Business Contract the Buyer may, at its absolute discretion:

- (a) require an appropriate reduction in the Purchase Price, taking account of the expected value of the relevant Business Contract to the Business after Completion; or
- (b) if the Business Contracts are material to the operation of the Business and the Buyer has complied with clause 12.2, immediately terminate this Agreement by notice in writing to the Seller.

### **13. Restraint**

13.1. In consideration of the Buyer, at the request of the Seller and the Covenantors, agreeing to enter into this Agreement and solely for the protection of the Goodwill, the Seller and the Covenantors jointly and severally undertake to the Buyer that they will not:

- (a) for the Restraint Period and within the Restraint Area promote, carry on, assist with, participate in or otherwise be directly or indirectly concerned (financially or otherwise) with or involved in any business or activity which is the same as or substantially similar to, or competes with, the Business or a material part of the Business; and
- (b) for the Restraint Period:
  - i. solicit, canvass, induce, or encourage any person or entity who is an employee, contractor or agent of the Buyer in the conduct of the Business to leave the employment or agency of the Buyer; or
  - ii. solicit, canvas, approach or accept any approach from any person or entity who was during the year prior to Completion a customer of the Business, with a view to establishing a relationship with (including obtaining the custom of) that person or entity for a business which does or may compete with the Business or a material part of the Business, on its or their own account or for or on behalf of any person or entity.

13.2. In consideration of the Buyer, at the request of the Seller and the Covenantors, agreeing to enter into this Agreement and solely for the protection of the Goodwill, the Seller and the Covenantors jointly and severally undertake to the Buyer that the Seller and the Covenantors will not at any time after Completion use a symbol, logo, domain name, trademark or business name substantially identical or deceptively similar to the business names, trademarks or the domain names of the Business.

13.3. The Seller and the Covenantors acknowledge that:

- (a) the Business may be adversely affected if, after Completion, the Seller and the Covenantors engage in any activity referred to in clauses 13.1 and 13.2; and
- (c) the prohibitions and restrictions contained in clauses 13.1 and 13.2 are reasonable and necessary to protect the Goodwill; and
- (d) they have received valuable consideration for agreeing to the covenants in clauses 13.1 and 13.2; and
- (e) the only effective, fair and reasonable manner in which the interests of the Buyer can be protected is by the restraints and covenants imposed by clauses 13.1 and 13.2.

13.4. The provisions of this clause 13 must be interpreted in accordance with clause 3.1.

### **14. Warranties**

14.1. The Seller and the Covenantors warrant and represent to the Buyer as at the date of this Agreement and as at the Completion Date the matters set out in this clause.

14.2. If the Seller is a company:

- (a) the Seller is duly incorporated and has full corporate power to own the Assets and to carry on the Business; and
- (u) the Seller has the power to enter into and perform this Agreement; and
- (v) no petition has been issued against the Seller to wind it up nor has action been taken or threatened to be taken to seize or take possession of any of its assets (including the Assets); and
- (w) no controller, administrator or trustee of the Seller has been appointed.

- 14.3. If the Seller is a natural person or a company:
- (a) there are no unsatisfied judgments against the Seller which have not been disclosed to the Buyer; nor has any sequestration order been made or writ of execution issued against the Seller or any of its assets (including the Assets); and
  - (x) the Seller does not have any interest directly or indirectly in any company or business which is or is likely to be competitive with the Business; and
  - (y) the sale of the Assets pursuant to this Agreement does not result in a breach of any obligation (including any statutory, contractual or fiduciary obligation) or constitute a default under or result in the imposition of any encumbrance under any agreement or undertaking, by which the Seller is bound.
- 14.4. The Accounts exhibit a true and fair view of the financial position and affairs of the Business, are true and accurate to a material extent and are not affected by unusual, extraordinary or nonrecurring items.
- 14.5. The Seller holds all material statutory licences, consents and authorisations necessary for the carrying on of the Business.
- 14.6. The conduct of the Business by the Seller does not contravene any laws in any material respect and no allegation of any contravention of any applicable laws is known to the Seller.
- 14.7. All information concerning the Business and the Assets which the Seller or any of the Seller's representatives have furnished to the Buyer or the Buyer's representatives prior to the execution of this Agreement is true, complete and accurate in all material respects and is not misleading or deceptive whether by inclusion or omission.
- 14.8. As far as the Seller and the Covenantors are aware, there are no Claims by any person or authority relating to the Business, other than those disclosed to the Buyer.
- 14.9. There are no outstanding notices or orders served or made by any person, body or authority affecting the Business and the Sellers are not aware of any proposals or circumstances which may result in such a notice or order being served or made.
- 14.10. The Assets:
- (a) are all of the assets (other than the Excluded Assets) which have been used and which are appropriate, material and necessary for the successful conduct of the Business; and
  - (z) will all be the property of the Seller at Completion and will be free from all Encumbrances (other than those Encumbrances listed in the Particulars).
- 14.11. Other than as disclosed to the Buyer, all Inventory, whether in hand, in transit or in bond, is of good and merchantable quality, fit for the purpose for which it is intended to be used and is capable of being sold or used in the ordinary course of the Business, in accordance with the Seller's current price lists without rebate or allowance to a Buyer.
- 14.12. Each of the Business Contracts are valid, binding and enforceable against the parties to it and no party is in default.
- 14.13. The Seller is not aware of any grounds for rescission or avoidance or repudiation of any of the Business Contracts.
- 14.14. The Seller is not a party to any contractual arrangement in relation to the Business which may be terminated by any other party by reason of this Agreement or a change in the ownership of the Business.
- 14.15. There are no existing challenges to the Seller's right, title or interest in any of the Intellectual Property Rights.
- 14.16. As far as the Seller is aware, the Seller's use of the Intellectual Property Rights does not breach the rights of any other person and no Claims have been asserted challenging the Seller's use of the Intellectual Property Rights.
- 14.17. The Seller is not aware of any use by any other corporation or person of any trademarks or domain names forming part of the Assets.
- 14.18. There are no rights, benefits or arrangements used in or pertaining to the Business the benefit of which will not effectively pass to the Buyer pursuant to this Agreement at Completion.

## **15. Limits on Warranties**

- 15.1. The Warranties are given subject to the disclosures in:

- (a) this Agreement; and
- (aa) the Records; and
- (bb) any other document which, or a copy of which, has been given to the Buyer before the Completion Date; and
- (cc) any other disclosure made by the Seller to the Buyer prior to the Completion Date.

- 15.2. The Buyer must not claim that any facts disclosed in any of the documents specified in this clause renders any of the Warranties untrue or misleading or causes them to be breached.
- 15.3. The Seller is not liable to the Buyer for any Claim arising from or relating to, and the Buyer expressly acknowledges and represents (with intention that the Seller relies upon the representation) that it does not rely upon any statement, representation, warranty, promise, undertaking or agreement in connection with, the sale of the Assets not expressly set out in this Agreement.
- 15.4. The Seller is not liable to the Buyer for any claim for breach of the Warranties unless the Buyer has given written notice to the Seller setting out specific details of the claim on or before the day 12 months after the Completion Date.
- 15.5. The Buyer agrees that the total amount payable by the Seller in respect of all claims under this Agreement is no more than the amount of the Purchase Price.
- 15.6. The Buyer must give written notice to the Seller setting out full details of any claim, demand or legal proceeding which may lead to liability on the part of the Seller and must permit the Seller to defend, arbitrate or compromise any such proceedings.

## 16. Confidential Information

- 16.1. For the sole purpose of protecting the Buyer (both prior to and after Completion) in respect of the acquisition of the Assets, the Seller covenants with the Buyer that the Seller will:
  - (a) subject to clause 16.1(b), not at any time after the date of this Agreement without the prior consent of the Buyer disclose any Confidential Information to any person other than the Buyer; and
  - (dd) at all times after the date of this Agreement use their best endeavours to prevent disclosure by any officer, employee, agent of or consultant to the Seller.
- 16.2. Clause 16.1 does not apply to disclosures by the Seller (or any officer, employee, agent of or consultant to the Seller) of Confidential Information:
  - (a) that is now or in the future in the public domain other than due to a default under this Agreement; or
  - (ee) that is required to be disclosed by the Seller to any government authority; or
  - (ff) that is required to be disclosed by the Seller under any law, Court order or legislation in force from time to time.

## 17. Disputes

- 17.1. If the Buyer fails to pay money owing under this Agreement the Seller may sue for the unpaid money immediately without first complying with clause 17.3.
- 17.2. A party may seek urgent interlocutory relief in relation to the actions of the other party under this Agreement without first complying with clause 17.3.
- 17.3. Unless clause 17.1 or 17.2 applies, if a dispute arises out of or relates to this Agreement (including any dispute as to breach or termination of this Agreement) a party to the contract may not commence court proceedings relating to that dispute (**Dispute**) unless:
  - (a) the party claiming the Dispute has arisen has given written notice to the other party specifying the nature of the Dispute (Dispute Notice); and
  - (gg) the parties first endeavour in good faith to resolve the Dispute expeditiously using mediation, applying the procedures and within the timeframes specified in clauses 17.4 and 17.5.
- 17.4. Upon the service of a Dispute Notice the parties must jointly agree on a mediator and the mediator's remuneration. If the parties fail to agree within 5 days of the service of the Dispute Notice (or such other period agreed by the parties) either party may ask the IVAMS Arbitration and Mediation under its Commercial Mediation Rules to appoint a mediator on behalf of the parties.

17.5. The parties must observe the instructions of the mediator about the conduct of the mediation and seek to resolve the Dispute with the assistance of the mediator within 10 Business Days of the appointment of the mediator (or such other period agreed by the parties). If the Dispute is not resolved within that time then either party may commence court proceedings.

17.6. The costs of the mediator will be borne equally by the parties.

**18. General**

18.1. Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

18.2. Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

18.3. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

18.4. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

18.5. The Warranties, conditions, provisions, undertakings, agreements and continuing obligations in this Agreement do not merge on Completion but to the extent that they have not been fulfilled and satisfied or are capable of having effect remain in full force and effect.

**19. Costs**

19.1. Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

**20. Variation**

20.1. This Agreement may only be varied or replaced by a document duly executed by the parties.

**21. Entire Agreement**

21.1. This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

**22. Waiver**

22.1. A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

22.2. No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

**23. Governing Law**

23.1. This Agreement is governed by and is to be construed in accordance with the laws of California. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of California and waives any right to object to proceedings being brought in those courts.

**24. Severance**

24.1. If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

24.2. If it is not possible to read down a provision as required by clause 24.1, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

**25. Counterparts**

25.1. This Agreement may be executed in any number of counterparts, all of which taken together constitute one instrument.

**26. Notices**

26.1. A party giving notice or notifying under this Agreement must do so in writing:

- (a) directed to the recipient's address or facsimile number as specified in the Particulars or as varied by any earlier notice; and



(hh) hand delivered or sent by prepaid post or transmitted by facsimile to that address or facsimile number.

26.2. A notice is taken to be served and received:

(a) if transmitted by facsimile, at the time successful and full transmission is indicated by the transmission confirmation generated by the sender's facsimile machine; or

(ii) if sent by express post or certified mail, the next Business Day after posting; or

(jj) if delivered by hand, on delivery.

26.3. Following compliance with clause 26.1, a party may also send a copy of any notice to the other party's email address specified in the Particulars.

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**Execution**

**Signed by (or on behalf of the Seller)**

Signature \_\_\_\_\_

Name / Title \_\_\_\_\_

Title \_\_\_\_\_

**Signed by (or on behalf of the Buyer)**

Signature \_\_\_\_\_

Name / Title \_\_\_\_\_

Title \_\_\_\_\_

**Signed by the Covenantors  
(if more than one, all Covenantors should sign)**

Signature \_\_\_\_\_

Name / Title \_\_\_\_\_

Title \_\_\_\_\_

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## Part 1 – Particulars

<b>Business</b>	[please include brief description of what the business does here]
<b>Business Name</b>	[this is the official name of the business]
<b>Seller</b>	
<b>Seller's Address</b> Street and postal address and email	
<b>Buyer</b>	
<b>Buyer's Address</b> Street and postal address and email	
<b>Covenantors</b> For example, director(s) of the Seller or shareholder(s) of the Seller.	
<b>Covenantor's Address</b> Street and postal address, facsimile and email.	
<b>Purchase Price</b>	
<b>Deposit (if any)</b>	
<b>Balance of Purchase Price</b> Payable on Completion	
<b>Purchase Price apportionment</b> Assets, Goodwill	
<b>Stakeholder</b>	
<b>Stock Valuer</b>	
<b>Assistance Period</b> Insert number of days before and after Completion.	_____ Business Days after completion.
<b>Restraint Area</b> Insert the area where the Seller and Covenantors must not compete etc. with the Business during the Restraint Area.	_____ months after the Completion Date.
<b>Restraint Period</b> Insert the period during which the Vendor and Covenantors must not compete etc. with the Business within the Restraint Area.	_____ months after the Completion Date.
<b>Conditions</b>	For example, subject to finance.
<b>Completion Date</b>	
<b>Location for Completion</b>	
<b>Intellectual Property Rights</b>	[insert description and details of any licenses, including term and ongoing fees]
<b>Business Contracts</b>	[insert particulars of other party, key terms and duration]
<b>Excluded Assets</b>	

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