

**PRELIMINARY AGREEMENT SAMPLE**  
**on purchase and sale of small privatization object – block of shares, participatory share**  
**owned by**  
**the state in the authorized capital** \_\_\_\_\_,  
*(name of the economic entity, economic organization,*  
*enterprise)*  
**by redemption**

\_\_\_\_\_  
 (place of conclusion, date, month, year (in block letters))

We, the undersigned, \_\_\_\_\_

\_\_\_\_\_  
 (name, record of state registration in the Unified State Register of Legal Entities, Individual - Entrepreneurs and Public Organizations, location of the state privatization authority)

represented by \_\_\_\_\_,  
 (position, surname, first name and patronymic)

who is acting on the basis of \_\_\_\_\_  
 (name, place and date of registration)

(hereinafter referred as to – **Seller**), on one Part, and

*for a legal entity buyer: [*

\_\_\_\_\_,  
 (name, identification code, record of state registration in the Unified State Register of Legal Entities, Individual - Entrepreneurs and Public Organizations, location, tax number)

represented by \_\_\_\_\_  
 (position, surname, first name and patronymic (if available))

acting on the basis of \_\_\_\_\_, (hereinafter referred as to – **Buyer**) on other Part,  
 (name, number and date of registration of the document)

*for an individual buyer: [*

\_\_\_\_\_, residing at address:  
 (surname, first name and patronymic (if available))

\_\_\_\_\_, passport \_\_\_\_\_,  
 (address) (series, number)

issued by \_\_\_\_\_,  
 (issuing authority, date)

registration number of the taxpayer's registration card: \_\_\_\_\_, (hereinafter referred as to – **Buyer**), on other Part,]

hereinafter collectively referred as to – **Parties**, and each separately also referred as to – **Party**, previously got acquainted with requirements of civil legislation of Ukraine on invalidity of transactions, having sufficient volume of civil capacity, being of sound mind, clear memory and acting on the basis of free will, based on orders

\_\_\_\_\_ dated \_\_\_\_\_.202\_\_\_\_  
 (privatization authority name)

«\_\_\_\_\_, dated \_\_\_\_\_.202\_\_\_\_ «On Making a Decision on the Conclusion  
 (order to use the privatization method  
 – redemption)

Purchase and Sale Preliminary Agreement» \_\_\_\_\_»,  
 (name of the privatization object)

have concluded Purchase and Sale Preliminary Agreement of Privatization Object \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter referred as to – **Preliminary Agreement**) as follows.

(name of the privatization object)

## 1. Preliminary Agreement subject

1. The Buyer undertakes to pay the sale price of the small privatization object \_\_\_\_\_  
(name of the privatization object)

in amount \_\_\_\_\_% authorized capital \_\_\_\_\_  
(name of the economic entity, economic organization, enterprise)

(hereinafter referred as to – **Privatization Object**), conclude the Purchase and Sale Agreement of the Privatization Object with the Seller on the terms established by this Preliminary Agreement, and the Seller undertakes to conclude a Purchase and Sale Agreement of the Privatization Object with the Buyer on the terms established by this Preliminary Agreement.

## 2. Price and payment procedure

2.1. The sale price of the Privatization Object is established on the basis of the conclusion on the value approved \_\_\_\_\_, is \_\_\_\_\_ UAH without VAT.

(name of the document, date of approval) (numbers and words)

The Buyer is obliged to pay for the Privatization Object  
\_\_\_\_\_ UAH without VAT in full  
(numbers and words)

within 20 working days from the date of conclusion of this Preliminary Agreement

\_\_\_\_\_,  
(IBAN account, name, address and MFO of the banking institution)

to the Seller's account \_\_\_\_\_, purpose of payment \_\_\_\_\_.

## 3. Obligations and rights of Parties

3.1. Each Party undertakes to fulfill the obligations assigned to it by this Preliminary Agreement, not to prevent the other Party from fulfilling its obligations and has the right to demand from the other Party the proper performance of its obligations provided for in the terms of the Preliminary Agreement.

3.2. The Party that violated the obligations taken in accordance with this Preliminary Agreement must eliminate these violations. A breach of an obligation under this Preliminary Agreement is the non-fulfillment or improper fulfillment of the conditions specified in this Preliminary Agreement.

## 4. Buyer's obligations

4.1. The Buyer is obliged to pay the sale price of the Privatization Object within the period and procedure established by section 2.1 of this Preliminary Agreement.

4.2. Within 30 working days from the date of conclusion of this Preliminary Agreement, the Buyer is obliged to conclude the Purchase and Sale Agreement of the Privatization Object with the Seller.

The Purchase and Sale Agreement of the Privatization Object should include the following conditions:

4.2.1. The Buyer is obliged to obtain the permission of the Antimonopoly Committee of Ukraine for concentration, if obtaining such permission is required by law, and to provide the Seller with a duly certified copy of such permission or the refusal of the Antimonopoly Committee of Ukraine to grant such permission within two working days from the date of receipt.

4.2.2. The Buyer is obliged to ensure that the accounting operation with shares (enrollment) is carried out in his securities account at a depository institution/accept a share under the act of acceptance-transfer.

4.2.3. The Buyer is obliged to provide, at the Seller's request, the information necessary for him to monitor the fulfillment of the terms of this Agreement.

4.2.4. From the moment of the transfer of ownership, the Buyer is obliged to fulfill the terms of sale of the Privatization Object (provided by the terms of the auction), namely:

\_\_\_\_\_;  
 \_\_\_\_\_ .  
 (all conditions of sale are indicated)

The term of performance of the obligations specified in the Agreement, for which the term of their performance has not been established, except for mobilization tasks, does not exceed five years.

4.2.5. An additional issue of shares by a joint-stock company - the issuer until the Buyer of the shares of such a company fully fulfills its obligations under this Agreement can be carried out only with the prior consent of the Seller\*.

4.2.6. Expropriation of the Privatization Object or real estate of a economic entity, the shares (part) of which is the Privatization Object, until the terms of the Agreement are fully fulfilled, is possible only with the consent of the Seller, which is granted in accordance with the procedure established by the State Property Fund of Ukraine.

4.2.7. The obligations specified in this Agreement remain valid for the persons who purchase the Privatization Object in case of its subsequent alienation during the term of validity of such obligations.

4.2. It is prohibited to further alienate the Privatization Object by crushing it until the Buyer fully fulfills the terms of this Agreement\*, as well as further alienation of the Privatization Object without preserving the obligations stipulated by this Agreement for the new owner. In case of further alienation of the Privatization Object, the obligations stipulated by this Agreement and not fulfilled on the date of such alienation shall be transferred to the new owner.

4.2.9. In the case of further alienation of the Privatized Object, the new owner must submit copies of documents confirming the transfer of ownership to the Seller within two weeks from the date of transfer of ownership of such object.

4.2.10. The new owner, as well as the lender financing the purchase of the Privatization Object, must meet the requirements for buyers of Privatization Objects, established by Article 8 of the Law of Ukraine «On Privatization of State and Communal Property».

4.2.11. The transfer of the Privatization Object or real property of a economic entity, the shares (part) of which is the Privatization Object, as a pledge or the contribution of such an object (real estate) to the authorized capital of the business partnership during the period of validity of the terms of this Agreement is carried out with the consent of the Seller in according to the procedure established by the State Property Fund of Ukraine.

4.2.12. Other terms of the Purchase and Sale Agreement, including regarding the acquisition of ownership, legal succession\*, transfer of the Privatization Object, responsibility of the Buyer, which are determined in accordance with the Preliminary Purchase and Sale Agreement of the corresponding Privatization Object, approved by the State Property Fund of Ukraine.

## **5. Seller's obligations**

5.1. The Seller is obliged, after the Buyer fulfills all the conditions specified in this Preliminary Agreement, within 30 working days from the date of conclusion of this Preliminary Agreement, to conclude a Purchase and Sale Agreement of the Privatization Object with the Buyer on the terms determined in accordance with the subsections 4.2.1-4.2.12 section 4.2 Preliminary Agreement.

## **6. Buyer's responsibility**

6.1. In case of non-fulfillment of the obligation provided for in section 4.1 of the Preliminary Agreement, \_\_\_\_\_

\* included if the Privatization Object is shares.

as well as in case of detection of non-compliance of the Buyer with the requirements of Article 8 of the Law of Ukraine «On Privatization of State and Communal Property», non-submission by the Buyer of documents or information, the mandatory submission of which is provided for by this Law, submission of false information about himself by the Buyer, the Seller refuses the Buyer to conclude the Purchase and Sale Agreement Privatization Object.

## **7. Changes to the terms of the Preliminary Agreement and its termination**

7.1. Amendments to the Preliminary Agreement may be made by mutual consent of the Parties, which is formalized by an Agreement on Amendments to the Preliminary Agreement.

7.2. This Preliminary Agreement ceases to be effective from the moment of conclusion of the Purchase and Sale Agreement of the Privatization Object by the Parties, in the case established by section 6.1 of the Preliminary Agreement, or if the Purchase and Sale Agreement is not concluded within the period established by the Preliminary Agreement.

## **8. Grounds for exemption from liability**

8.1. The Parties are released from responsibility for non-fulfillment or improper fulfillment of obligations under this Preliminary Agreement in case of force majeure circumstances (circumstances of force majeure) that did not exist at the time of the conclusion of this Preliminary Agreement and arose beyond the will of the Parties, which objectively make performance impossible obligations stipulated by the terms of this Preliminary Agreement, and which are directly stipulated by the Law of Ukraine «On Chambers of Commerce and Industry in Ukraine».

8.2. The Party that cannot fulfill its obligations under this Preliminary Agreement due to force majeure must notify the other Party in writing within 5 (five) working days from the moment it became aware of their occurrence.

The Party notifies the other Party of the end of the force majeure circumstances (circumstances of force majeure) within 2 days from the day it became aware of their end. Subject to the fulfillment of the conditions specified in this paragraph, the duration of the term (period) of the fulfillment of obligations is extended for the duration of force majeure circumstances (circumstances of force majeure).

8.3. Proof of the occurrence and termination of force majeure circumstances and their validity period are the relevant documents issued by the Chamber of Commerce and Industry of Ukraine or regional chambers of commerce and industry authorized by it.

## **9. Dispute resolution**

9.1. All disputes arising from the performance of obligations under this Preliminary Agreement shall be resolved through negotiations between the Parties.

## **10. Anti-corruption provision**

10.1. The Parties define and confirm that they implement a policy of total intolerance to undue advantage, corruption, improper payments for facilitating or simplifying formalities in connection

with the implementation of this Agreement, improper payments for ensuring a faster resolution of certain issues. The Parties are guided in their activities by the legislation aimed at preventing and avoiding situations, the subject of which is illegal profit and corruption in particular.

10.2. The Parties guarantee that they, their employees and authorized representatives are prohibited from offering, giving or promising to give any improper benefit (money, valuable gifts, etc.) to any person (including, but not limited to, officials, authorized persons of legal entities, government employees), as well as demand receiving, accepting or agreeing to accept from any person, directly or indirectly, any illegal benefit (cash, valuable gifts, etc.).

## 11. Final provisions

11.1. The costs associated with the conclusion of this Preliminary Agreement are borne by the Buyer.

11.2. This Agreement enters into force from the date of its signing by the Parties and notarization.

11.3. This Preliminary Agreement is concluded in the form of an electronic document, which is signed by superimposing qualified electronic signatures based on a qualified electronic signature certificate\*\*

11.4. This Agreement is drawn up in full understanding by the Parties of its terms and terminology in the Ukrainian language in three authentic copies, which have the same legal force. Two copies of this Agreement are kept by the Seller and one copy by the Buyer.

## 12. Location (residence) and bank details of the Parties

### BUYER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(signature)*

Stamp

### SELLER:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(signature)*

Stamp (if available)

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\*\* Included at the Buyer's request