

SAMPLE AGREEMENT

on purchase and sale of small privatization object – block of shares, participatory shares, owned by the state in the authorized capital _____, according to the results

(name of the economic entity, economic organization, enterprise)

the electronic auction (including with conditions, without conditions, with a reduction in the starting price, by the method of step-by-step reduction of the starting price and subsequent submission of price offers, re-auction by the method of step-by-step reduction of the starting price and further submission of price offers)

(place of conclusion, date, month, year)

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, number 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)

for an individual buyer: [

_____,
(surname, first name and patronymic (if available))
residing at address _____, 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, according to the results of the electronic auction, issued by the protocol on the results of the electronic auction No. _____ dated _____.202_, formalized by the protocol approved by the order _____ dated _____.202_ No. ____ (hereinafter collectively referred as to – **electronic auction**),

(privatization authority name)

concluded this Purchase and Sale Agreement _____ (hereinafter referred as to – **Agreement**) as follows.
(name of the privatization object)

1. Agreement subject

1. The Seller undertakes to transfer ownership of the small privatization object to the Buyer

_____ (name of the privatization object)
 in amount _____% authorized capital _____
 _____ (name of the economic entity, economic organization,
 enterprise)
 EDRPOU code _____, location _____,
 in amount _____ *, according to the results of the electronic auction, and the Buyer undertakes
 to accept the Privatization Object, to fulfill the conditions specified in the Agreement.
 The Buyer paid in full the sale price of the Privatization Object determined by the results
 of the auction, which is _____ UAH (without VAT).
 (numbers and words)

2. Acquisition of ownership

2.1. Ownership of the Privatization Object is transferred to the Buyer after the conclusion of this Agreement and the signing of the Act of Acceptance and Transfer of the Privatization Object, but not before the date of obtaining a permit from the Antimonopoly Committee of Ukraine for concentration, if obtaining such a permit is required by law.

2.2. The Buyer acquires all the rights of a member of the company in accordance with the current legislation of Ukraine and the statutory documents of the company **.

3. Privatization Object transfer

3.1. Transfer - acceptance of the Privatization Object is carried out within five working days from the date of conclusion of this Agreement, and in cases where the law requires obtaining a permit of the Antimonopoly Committee of Ukraine for concentration - within five working days from the date of receipt by the Seller of a certified copy of such permission from of the Buyer, by issuing an order by the Seller to the depository institution on the execution of an accounting transaction on the write-off/transfer of shares to the Buyer's account* / on the basis of the act of acceptance - transfer of the share, which is signed by the Parties to the Agreement and sealed with their seals (if available)**.

4. Obligations and rights of the Parties

4.1. Each Party undertakes to perform the duties assigned to it by this Agreement, not to hinder the other Party in the performance of its duties, and has the right to demand from the other Party the proper performance of its duties provided for in the terms of the Agreement.

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

4.3. The Seller has the right to terminate the Agreement unilaterally in case that the Buyer receives a refusal from the Antimonopoly Committee of Ukraine to grant a concentration permit.

* Included if the Privatization Object are shares.

** Included if the Privatization Object is a participatory share.

5. Buyer's obligations

5.1 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.

5.2. The Buyer is obliged, within the period and procedure established by this Agreement and the legislation, to ensure that the accounting operation (enrollment) is carried out with respect to the shares in his securities account at the depository institution/to accept the share according to the act of acceptance and transfer.

5.3. 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.

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

5.4.1. _____;

5.4.2. _____.

(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.

5.5. 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*.

5.6. Expropriation of the Privatization Object or real estate of a economic entity, the shares (its 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.

5.7. The obligations specified in this Agreement remain valid for the persons who acquire the Privatization Object in case of its further alienation during the term of validity of such obligations.

5.8. 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 saving for the new owner the obligations stipulated by this Agreement. 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.

5.9. In case of further alienation of the Privatization Object, the new owner, within two weeks from the date of transfer of ownership rights to such an object, is obliged to submit to the Seller copies of documents confirming the transfer of ownership rights to him.

5.10. 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».

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

6. Seller's obligations

6.1. The Seller is obliged:

ensure an accounting transaction (write-off/transfer) with respect to shares in your securities account No. _____ in a depository institution _____* / transfer the share to the Buyer according to the act of acceptance and transfer **within the term established by this Agreement;

* Included if the Privatization Object are shares.

** Included if the Privatization Object is a participatory share.

monitor compliance with the terms of this Agreement in accordance with the procedure established by the legislation of Ukraine.

7. Buyer's responsibility

7.1. In case of non-fulfillment or improper fulfillment of the terms of this Agreement, the Buyer bears the responsibility established by this Agreement and the legislation of Ukraine.

7.2. In case of full or partial non-fulfillment of the terms of this Agreement, such responsibility of the Buyer is established:

in case of violation of the established conditions of this Agreement of investment obligations, the Buyer shall pay a fine in the amount of unmade investments ***;

in case of a violation of the established terms of the Agreement of investment obligations secured by a bank guarantee, the Seller satisfies his claims in the amount of unmade investments at the expense of the bank guarantee***;

in case of non-fulfillment or improper fulfillment by the Buyer of the terms of this Agreement for the sale of shares (participatory share) of the entity in connection with the declaration of bankruptcy of such a entity, the Buyer shall pay a fine in the amount of 100 percent of the amount of the unfulfilled obligations, but not less than 10 percent of the price of the purchased Privatization Object. At the same time, sufficient confirmation of the fact of non-fulfillment or improper fulfillment of the terms of this Agreement is the adoption by the commercial court of a resolution declaring the entity bankrupt, the shares (participatory share) of which are the Privatization Object. Violation of proceedings in the bankruptcy case (introduction of the procedure for disposal of property, issuance of a resolution on rehabilitation) does not release the Buyer of the Privatization Object from responsibility for non-fulfillment of the terms of this Agreement***;

in case of non-compliance by the Buyer with the obligations to preserve during the specified period the main types of activities of the entity, the shares (participatory share) of which are the Privatization Object, the Buyer shall pay a fine in the amount of 10 percent of the value of the purchased property***;

in case of non-fulfillment by the Buyer of the terms of this Agreement regarding the prevention of tax debt, the Buyer shall pay a fine in the amount of 10 percent of the amount of the tax debt***;

other responsibility established by the Agreement and the legislation of Ukraine.

7.3. For preventing the Seller's employees from entering, opposing or obstructing their verification of compliance with the terms of this Agreement, the director of the privatized enterprise shall be fined in the amount of 1,000 tax-free minimum incomes of citizens for each established fact.

7.4. Payment of fines does not release the Buyer from the fulfillment of Agreement obligations during the period of validity of the terms of the 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 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.

*** Included if the Agreement provides for an obligation, for non-fulfillment of which an appropriate sanction is established.

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. Changes to the terms of the Agreement and its termination

9.1. Amendments to the Agreement are carried out in accordance with the requirements of the legislation only with the consent of the Parties in the manner approved by the State Property Fund of Ukraine, by concluding an agreement on amendments to the Agreement.

9.2. The Agreement may be terminated at the request of one of the Parties, including by a court decision, in case of non-fulfillment by the other Party of the obligations provided for in this Agreement within the specified time, or in accordance with section 4.3 of the Agreement.

In case of judicial termination of the Agreement due to non-fulfillment of contractual obligations by the Buyer, the Privatization Object shall be returned to state ownership in accordance with the procedure established by legislation.

9.3. In case of unilateral termination of the Agreement in accordance with section 4.3 of the Agreement, the Parties have agreed that the Agreement is terminated from the date the Seller sends the Buyer a notice of unilateral termination of the Agreement.

9.4. The exclusive conditions for terminating the Privatization Object Agreement in the manner provided for by legislation and the Agreement, are:

- non-fulfillment of the conditions of sale of the Privatization Object and the obligations of the Buyer, determined by the terms of the Agreement, within the period established by the Agreement;

- submission of false information to the state privatization authority;

- payment funds for the Privatization Object received in violation of the requirements of the legislation regulating relations in the sphere of prevention of legalization (laundering) of proceeds obtained through crime, financing of terrorism and financing of the proliferation of weapons of mass destruction;

- non-fulfillment of the Buyer's obligation to prevent a reduction in the number of employees at the initiative of the new owner or a body authorized by him; ****

- sale or other alienation by the Buyer of the Privatized Object or real estate of the economic entity, shares (participatory share) which is the Privatization Object, to the persons specified in the second part of Article 8 of the Law of Ukraine «On Privatization of State and Communal Property», during the performance of obligations under the Agreement.

10. Dispute resolution

10.1. All disputes arising from the performance of obligations under this Agreement shall be resolved either through negotiations or in court.

10.2. All disputes arising from the performance of obligations under this Agreement, except for disputes arising from public legal relations and referred to the competence of administrative courts, shall be resolved by the commercial court in accordance with the procedure established by the Commercial Procedure by the Code of Ukraine, except when the Parties have agreed to transfer such disputes for resolution international commercial arbitration in accordance with the twelfth part of Article 26 of the Law of Ukraine «On Privatization of State and Communal Property».

**** Included if the Agreement provides for an obligation, for non-fulfillment of which an appropriate sanction is established.

11. Anti-corruption provision

11.1. 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.

11.2. 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.).

12. Final provisions

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

12.2. This Agreement enters into force on the date of its signing by the Parties.

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

12.4. This Agreement is drawn up with 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, one copy by the Buyer.

12.5. The Agreement is valid until the Buyer fulfills its obligations in full, in particular those stipulated in the section 5.4 this Agreement, which is confirmed by the Seller in accordance with the procedure established by law, if the Agreement is not previously executed or terminated in accordance with the legislation of Ukraine and the terms of the Agreement.

13. Location (residence) and bank details of the Parties

BUYER:

(signature)

Stamp

SELLER:

(signature)

Stamp (if available)

***** Included at the Buyer's request