Appendix F: Sample Business Sale/Purchase Agreement Sheet

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FOR SALE OF ENTIRE BUSINESS OF

DATE:

This Term Sheet summarizes the intentions and the principal terms of the acquisition in the [Target Company], Inc., (herein referred as the "Company") by , (a Michigan Corporation) directly or through any of its affiliates ("Buyer"). This non-binding term sheet is in connection with a possible transaction whereby "Buyer" would acquire all the business (as defined below) of the "Target." The Buyer and Seller are henceforth to be referred to collectively as the "Parties" to this agreement. This term sheet does not create any legally binding obligation or any commitment to invest until the definitive agreements are executed and delivered by all parties involved in the transaction.

Business:

Target's complete advisory and consulting services, including the proprietary software platform that is used for delivering the final products to its customers. The business also includes the following proprietary products:

1.

2.

3.

Role of Target:
The Target will exclusively grant all licenses to the Buyer, which should be assignable and transferable without any royalty payment to make, import, lease, license, sell, distribute or otherwise transfer the products and services.

Target to provide transition services to the Buyer for no additional cost apart from what has been described in the "purchase price" section below.

Target not to undergo any material changes in the Business prior to the Closing Date.

Consideration:
Target to transfer ownership of all equity stocks, free of charge to the Buyer.

Buyer to be the sole beneficiary and owner of all stocks unless otherwise agreed by the Buyer.

Transfer all support contracts with customers to the Buyer.

Cooperate with the Buyer and facilitate the transition of vendor contracts.

Transfer all vendor licenses in favor of the Buyer on existing terms and conditions.

Purchase Price:
The total purchase price shall be USD .

The Net Working Capital at the time of closing should be USD and in case of any deficit, the same shall be adjusted from the purchase price.

Payment Terms:
The cash down payment will be 70% of the Purchase Price as defined above.

Earn-outs – 15% will be paid on 1 year after closing date subject to revenue achievement of 90% of the revenue projection as per the CIM and EBITDA crossing at least 18%.

Remaining 15% will be paid within 2 years of closing date subject to revenue achievement of 80% of revenue projected in the Confidential Information Memorandum and EBITDA crossing at least 19%.

The earn-outs will be paid without any interest.

Due Diligence:
Buyer would be given an option to conduct due diligence on the Target's business, proprietary platform, historical and projected financials, legal contracts with customers, legal contracts with vendors, operational and quality procedures, marketing strategy, tax compliance, human resource 30 days from receipt by the Buyer of all materials on the schedule in Exhibit B or attached.

The result of the due diligence has to be satisfactory on the understanding of the Buyer's board and senior management, including the CEO, CFO and Business Heads.

Closing Conditions:
All the representations and warranties will remain valid on the closing date.

The seller is in compliance with all the applicable laws and provisions.

The buyer has arranged for financing to fund the transaction.

All the equity stocks are free of charge.

The buyer is satisfied with the due diligence findings with a maximum of 30 days following the conclusion of the Due Diligence.

Governing Law:
This term sheet shall be governed by and in accordance with the laws of State of _____. All the proceedings shall be conducted in English.

Fees and Expenses:
All the expenses including legal, professional, due diligence, advisory support, negotiation, etc. has to be borne by each party.

Non-Compete:
The Target and its key employees (as defined in Exhibit A) agree not to solicit any of the employees who are getting acquired for a period of 3 years from the closing of the transaction. They also agree not to be part of any organization that is involved in a similar line of business for a period of 3 years from the closing of the transaction. The agrees that he/she will not negotiate directly or indirectly with any other party concerning the sale of his/her business while this Term Sheet agreement is in force.

Closing Date:
The closing date shall be within 45 days after the conclusion of the due diligence process.

Binding Terms:
For a period of 60 days, the Target agrees not to solicit offers from other parties for any kind of sale of the complete business or part thereof. The Target also agrees to inform the buyer in writing in case the Target is approached for any sort of transaction.

Confidentiality:
Each party agrees that this term sheet is for a potential transaction between the Target and the Buyer, wherein the Target would be transferring its stock for consideration that will be paid by the Buyer. The Parties agree to apply strict confidentiality, not only to the content of this Term Sheet, but also regarding its existence. Information may only be shared with nominal representation of the respective Parties legal, and financial advisors, or to public and governmental agencies if the Party's legal counsel rule that such disclosure is necessary to comply with applicable law. Both Parties declare that measures will be taken to ensure that these nominate individuals maintain confidentiality. It is being signed with the understanding that neither party will disclose this transaction, including the name of the parties involved, consideration amount, business to any third party unless the definitive agreements are signed and executed. This confidentiality clause is binding on both Parties for one year from the date this agreement is issued to the Buyer by the Seller.

Termination:
Either party may terminate this agreement prior to entering a business sale agreement by a simple notice including email or letter before the signing of the definitive agreements. No party is required to give the reasons for the same. While this Term Sheet is effective, any disputes between the parties shall invoke its automatic termination.

Expiration Date:
These terms are valid until and will expire on .

This term sheet is not a contract or a binding agreement but just an expression of a possible business transaction between the Target and the Buyer. No party will be bound for a transaction until and unless definitive agreements are executed by the parties to this transaction.

By signing this agreement, the Parties confirm their authority to enter negotiations and execute the terms within this document and any subsequent documents. The Parties intentions are to enter a binding Business Sale Agreement at the end of the Buyers due diligence completion.

Exhibit A:

Owners:

1. _____
2. _____
3. _____
4. _____
5. _____

Target Company Name	**Buyer Company Name**
Signature (Seller)	**Signature (Buyer)**
Date	**Date**
Printed Name	**Printed Name**
Title	**Title**

Key Employees:
As part of the final sale conditions the Buyer is required to enter an employment continuity agreement with the follow key employee and staff marked with *.

	Name	Title	% of Ownership
1.			0.00%
2.			0.00%
3.			0.00%
4.			0.00%
5.			0.00%

Exhibit B:
List Schedules or attach.