[*DATE*]

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| SHARE PURCHASE agreement  between  [...]  and  [...]  regarding the purchase of the shares in  **[...]** |

Share Purchase Agreement

This Share Purchase Agreement (the **Agreement**) is made on [...] by the following:

PARTIES:

1. [...], code: [...], address: [...] (the **Seller**); and
2. [...], code: [...], address: [...] (the **Buyer**).

RECITALS:

* 1. The Seller is the [sole] legal and beneficial owner of all the shares in the Company and owns the Shares.
  2. The Seller intends to sell and the Buyer intends to purchase the Shares on the terms and conditions of this Agreement.

**IT is agreed** as follows:

1. Definitions

The capitalized words and expressions used in the Agreement are defined in Schedule 1.

1. SALE AND PURCHASE OF SHARES

The Seller agrees to sell, and the Buyer agrees to buy, the Shares with all the rights attaching to them.

1. Purchase Price and settlement

The total purchase price for the Shares (the **Purchase Price**) is equal to EUR [...].

The Purchase Price includes all taxes pertaining to the sale of Shares.

The Purchase Price shall be paid in full in cash on the Signing Date.

1. transfer of title to Shares

On the Signing Date the Parties shall carry out the following actions:

the Parties shall instruct the Securities Accounts Manager to transfer the Shares to the Buyer’s securities account and to carry out the following actions: (i) open the securities accounts of the Buyer, (ii) make the entries in the securities account of the Seller evidencing that the Shares have been transferred to the Buyer, and (iii) make the entries in the securities account of the Buyer evidencing that the Buyer has acquired the Shares from the Seller;

the Seller shall procure that the Securities Accounts Manager produces and issues to the Parties respective extracts from their securities accounts evidencing that the Buyer has acquired the Shares from the Seller.

The title to the Shares shall pass from the Seller to the Buyer upon the signing of this Agreement and relevant entries by the Securities Account Manager in the securities accounts.

1. Warranties

Each Party warrants to the other Party that:

it has full rights and authority to assume and perform its obligations under the Agreement;

the Agreement creates valid and binding obligations of such Party in accordance with its respective terms and conditions;

the conclusion of and performance under the Agreement and any other document executed in connection with the Agreement does not infringe or contradict any applicable laws, decisions, orders or judgements of any court, arbitration or other competent institution, or other agreements or arrangements which bind the respective Party.

In addition, the Seller warrants to the Buyer that:

the share capital of the Company is EUR [...] and is divided into [...] ordinary registered shares with a par (nominal) value of EUR [...] each;

the Seller has valid title to the Shares and has the right to sell and transfer the Shares to the Buyer;

the Shares have been validly issued, fully subscribed and paid for and free and clear of any encumbrances.

1. Governing Law and Settlement of Disputes

The Agreement shall be governed by the substantive laws of Lithuania.

Any dispute arising out of or relating to this Agreement shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. The number of arbitrators shall be [one]. The place of arbitration shall be Vilnius. The language of arbitration shall be [English].

1. Other provisions

**Validity**. The Agreement comes into force from the moment it is signed by all Parties.

**Severability**. If any provision of the Agreement is declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Agreement to give effect to the spirit of the Agreement, so far as is can be valid. If the Parties fail to amend the Agreement, such provision is deemed deleted and the remaining provisions of the Agreement will remain in full force and effect.

**Cooperation**. The Parties shall cooperate in good faith, exercise best efforts and sign all necessary documents, obtain the needed authorisations, consents and approvals of public authorities, and take all necessary actions in order to achieve that all transactions provided for under the Agreement are implemented timely, properly and fully.

**Interpretation**. The Agreement was negotiated and prepared by all of the Parties together, and in interpreting the Agreement there will be no benefits or disadvantages to any of the Parties due to the fact that any of the Parties drafted the Agreement or any part of it. In this Agreement, except where the context or the express provisions of this Agreement require otherwise:

a reference to a Section or Schedule is construed as a reference to a respective Section of, or Schedule to, this Agreement;

the headings in the Agreement are for convenience only and do not affect the interpretation of any provision of the Agreement;

any reference to a “**Party**” or other person includes the successors and permitted assignees (immediate or otherwise) of that Party or other person; and

a reference to “**including**” or “**include**” means “**including without limitation**” and “**include without limitation**”, respectively.

**Assignment**. The Agreement is binding upon and inure to the benefit of the successors of the Parties but is not assignable by any of the Parties without the prior consent of the other Party.

**Schedules**. The appendices and any attachments thereto form an integral part of the Agreement and are construed and have the same full force as if expressly set forth in the body of the Agreement. As at the signing, the Agreement has the following appendices:

Schedule 1 Definitions

IN WITNESS WHEREOF, the Agreement has been entered into force by the duly authorised representatives of the Parties.

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| **On behalf of the Seller:** | **On behalf of the Buyer:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name, Surname, signature] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name, Surname, signature] |

1. DEFINITIONS

In this Agreement:

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| **Agreement** | means this Share Purchase Agreement together with all its appendices and amendments as may be concluded in writing from time to time. |
| **Buyer** | has a meaning as set out in the introductory part of this Agreement. |
| **Company** | means [...], a limited liability company registered in Lithuania under register number [...], with registered office at [...]. |
| **Parties** | means the Buyer and the Seller, and the Party shall mean each of them individually. |
| **Purchase Price** | has the meaning as defined in Section 3.1. |
| **Shares** | means [...] ([...]) ordinary registered shares of the Company of EUR [...] par (nominal) value each, granting [100%] of votes in the Company’s general meeting of shareholders, to be transferred by the Seller to the Buyer under the Agreement. |
| **Securities Account Manager** | means an external manager of the securities accounts of the Company’s shareholders under the agreement concluded by and between the Company and the Securities Account Manager. |
| **Seller** | has a meaning as set out in the introductory part of this Agreement. |
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| **Signing Date** | means the date when the Agreement is signed by [both/all] Parties. |