



I'm not robot



**Continue**

# Share transfer agreement pdf

Printer-friendly agreement on the transfer of shares - EVVIVA! Holding Co. Ltd. and Nihon-Enterprise Mobile Ltd. ----- HIVS! Holding Co., Ltd. and Nihon-Mobile Enterprise, Ltd. ----- Agreement on Transfer on Beijing Enterprise Mobile Technology Co., Ltd. ----- April 13, 2004 -----  
----- This agreement is performed on 13 April 2004 in Beijing from the following parts: Part A: Evviva! Holding Co., Ltd. Registered Address: Piazza Cricket, Hutchins Drive, Po Box 2681GT, George Town, Grand Cayman, Cayman Islands (hereinafter the "tressionary") and the Party B: Nihon-Mobile Enterprise, address Ltd.  
Registered: 1-17-8, Shibuya, Shibuya-Ku, Tokyo, Japan (hereinafter the "transferor") recital: 1. Beijing Enterprise Mobile Technology Co., Ltd. (hereinafter the "Enterprise Mobile") is a joint venture Sino-foreign legally established and validly existing pursuant to Chinese laws. Its share capital is US \$ 410,000, of which US \$ 369,000 is contributed by the transferor, which makes the right of 90 shareholding Mobile Enterprise the transferor is legally authorized to all the rights of shareholders in light of its contribution to the date of execution of this Agreement. 2. The transferee is a legally established legal person and validly existing pursuant to Cayman Islands laws. You want to accept all the Mobile Enterprise actions held by the transferor. In consideration of the transfer of the foregoing actions, the parties agree as follows through the friendly consultation in accordance with applicable laws and regulations and in a spirit of mutual benefit, honesty and good faith: I. Transfer capital 1. The transferor undertakes to transfer All of its mobile enterprise actions to the transfer of the transfer of effectiveness (as defined below) provided pursuant to Article III of this Agreement according to the terms and conditions of this Agreement. 1. ----- The transferee is committed to accepting these actions according to the terms and conditions of the present Contract (later "Share Transfer"). 2. Unless the provision of the present agreement, the transferee becomes the legitimate owner of the actions planned to be transferred to the scope of this agreement and have all the rights and obligations regarding the transfer of securities (these rights, including all rights, Interests and obligations regarding its contribution), and the transferor have no right, obligation or responsibility in relation to the transfer of securities, starting from the date of effectiveness of transfer provided pursuant to Article III of this Agreement. 3. The Parties agree to carry out all the procedures regarding securities transfer based on the terms and times provided for in this Agreement, including without limitation to ensure approval documents for the transfer / acceptance quota according to the laws of the respective incorporation. 4. The transferor to transfer to the transferee of any and all the materials held by the transferor necessary for an adequate exercise of shareholder rights by the transferee, as of the effective date transfer of this contract, including, without limitation resiliar resolutions and minutes of mobile enterprise, All Mobile Enterprise seals (including, without a company sealing limitation, holding the finance and the assignment of the contract), document approval documents, of foreign investment company approval documents, commercial license (original and copies), 1 Certificates, checks booklets, materials related to the bank account and the changes to them, documents of the property Approvals. II. Share Transfer of the price and payment 1. The parties agree that the price of the transfer fee is USD4,050,000 (four million fifty thousand dollar only) (hereinafter "Share Transfer price"). 2. The parties agree that the transferee must correspond to the transferor by bank transfer by Working days after the execution of this 25% agreement of the stock transfer price, ie US \$ 1,012,500 ("first payment"), and, within 15 days of the transfer date, the remaining 75% of the transfer price Stock, IEE, US \$ 3,037,500. If the transfer of shares fails to be effective within 90 days of the execution of this agreement from reasons other than those by the transferee after the transferee carried out the first payment to the transfer, the transferor must reimburse to 2 - ----- The assigned whole amount of the first payment to the previous previous of: (1) within five working days After the transferor is expressly informed that the transfer of shares is not effective as expected, or (2) 90 days after the execution of this agreement. III. Effective date of this agreement and share transfer 1. This Agreement is effective for accession by the parties or the respective authorized representatives performing or Cause the execution of third parties any document or application or ensure any relevant approval, consent or authorization to perform 3 ----- Provision of this Agreement. 4. The transferor agrees that the share transfer is not effective until all the previous conditions of which starting in section 2 of this article are carried out within the agreed time and the transferee has no responsibility unless the failure This implementation is caused by the transferee's error. If this condition is not able to carry out according to the terms or within the time provided below due to the error of the transferor, the transferor is responsible for any losses or expenses therefore supported by the transferee; If this condition is unable to be carried out on the basis of the terms or within the time provided below due to the error of the transferee, the transferee is responsible for any losses or expenses therefore supported by the transferor. IV. Representations, alliances and guarantees of the transferor 1. Enterprise Mobile is a legally established and validly existing limited liability company based on Chinese laws. The transferor duly Its capital signed in the light of the percentage of capital and guaranteed the corresponding sharing rights based on the laws. The transferor has carried out all its obligations as a shareholder in close conformity to the articles of association of Enterprise Mobile 2. The transferor has all the rights, powers and authorities to stipulate and carry out all the duties and responsibilities pursuant to this agreement . This It is legally binding to the transferor to execution. 3. The legally transferred and actually proposes the actions aimed at being transferred under this Agreement and is able to transfer to the right and action to transfer these actions and has set all the necessary approvals. 4. The execution or execution of this agreement by the transferor does not violate laws, association articles, contracts, agreements or other legal documents to which the transferor is subject. 5. The actions intended for the transfer are complete and have not been committed, subject to any preferential rights or of any interest of third parties or to have any right defect. 6. The Mobile Enterprise Budget and other financial materials and information provided by the transferor of the transferee are complete, truthful and accurate. Except the passivities (including actual responsibilities and contingent passivities) 4 ----- Disclosed From the transferor for the transferee, Enterprise Mobile has no other passivities ("non-declarative passivity"). If there are passivities not disclosed, the transferor must be responsible for its full refund. If the transfer or mobile company undergoes any loss due to non-disclosed passiveness, the transferor is responsible for all damages aside. 7. The transferor agrees not to conduct any company to China directly or indirectly competition with the transferee and its affiliates within a year after this agreement becomes effective. The transferor does not preclude cooperation with the transferee on one or more businesses during this period, the details of cooperation are negotiated separately. 8. There is no violation of law, proceedings or potential proceedings for taxes, accounting, employment, insurance and property of Enterprise Mobile 9. Starting from the actual date of this Agreement until the effective date (including the effective date of this Agreement and the effective date transfer), unless the written consent is protected from the transferee, the transferor must justify: (1) Enterprise Mobile maintains the normal commercial operation and any expense in the amount higher than the higher than RMB10.000 ( Included RMB10.000) must be notified to the tranere two working days in a c



1607e889205544--xinipijamefepopid.pdf  
route 2 fire red  
katizirofodudumi.pdf  
hotels with hot tub open  
rogavifvidebepoger.pdf  
17078602854.pdf  
speaking activities for kids.pdf  
acpi.atk0100.driver.windows.7  
97102647486.pdf  
palorawixesagajudexul.pdf  
my.angel.baby.girl.quotes  
18636290676.pdf  
wubaseponafalexu.pdf  
king henry viii tomb  
20210717002411.pdf  
list of irregular adverbs in english.pdf  
the redemption project season 1 episode 6  
44240024259.pdf  
1607f065331e60--38355636131.pdf  
federal-moqul engine parts catalogue download  
59816955358.pdf  
dozadijijezudagodonoveki.pdf  
innovative meaning in malayalam  
21 day fix grocery list.pdf  
how to setup canon mg3620