**SHARE TRANSFER AGREEMENT**

**\_\_\_\_\_NAME OF THE COMPANY\_(FINAL NAME OF ACTIVITY)-**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Effective date)**

**The Parties :**

1. Mr. \_\_\_\_\_\_ with ID and address at\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Mr. \_\_\_\_\_\_ with ID and address at\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter referred to as “the Founder/ Shareholder” or “the Founders/ Shareholders”

1. **EIT Digital IVZW**, an international non-profit association incorporated under Belgian Law, with registered office at Rue Guimard, 7, 1040 Brussels, Belgium, registered with the Crossroads Bank for Enterprises under the number 0831.431.639, represented by Mr. Willem Jonker, CEO.

Hereinafter referred to as “EIT Digital”;

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_alimited liability company incorporated under \_\_\_\_\_\_\_\_ Law, with registered office at \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_ registered with the company registry under the number \_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_ , CEO of the Company.

Hereinafter referred to as “the Company”

Hereinafter individually referred to as the “Party” or collectively” the Parties”

**Whereas:**

1. The Company has directly participated in the EIT-Digital’s **Covid-19 Venture Support** **Initiative** where the Company and its Founders / Shareholder have provided a commitment from the Founder (s) / Shareholder (s) to transfer to EIT Digital a \_\_\_\_\_\_ (\_\_\_\_\_\_\_ percent) of the equity in the Company.
2. In the present share transfer agreement, hereinafter the “Agreement”, the Parties formalize the transfer of \_\_% of the equity to EIT Digital and provide a contractual framework.

**Therefore, the Parties have agreed to the following:**

1. **Transfer of Shares**

The Founder (s) / Shareholder (s) transfer(s) to EIT Digital, who accepts, each \_\_\_\_\_ Shares, in total \_\_\_\_\_\_\_ Shares in the Company. The transfer shall be effective on the Effective Date and shall encompass rights associated with the Shares to be determined, including current dividend rights.

1. **Consideration**

This transfer has been agreed upon as consideration for the financial support provided by EIT Digital to the Company under the scope of the **Covid-19 Venture Support Initiative.**

1. **Representations and warranties**

The Founder (s) / Shareholder (s) and the Company hereby represent and warrant to EIT Digital that the following statements are true and correct:

* 1. There are \_\_\_\_\_shares in the Company.
	2. The Company and the Founder (s) / Shareholder (s) have the full legal right and capacity to enter into this Agreement and perform the obligations hereunder. True, correct and complete copies of all organizing documents of the Company have been provided to EIT Digital. The Company and the Founder (s) / Shareholder (s) warrant that they do not thereby violate any law, regulation or any court or arbitration decision to which they may be subject or any corporate provisions or decisions or agreement to which they are a party. Founder (s) / Shareholder (s) and the Company declare that, upon due execution, the Agreement constitutes valid and binding obligations for them, enforceable against them in accordance with its terms.
	3. The Founder’s / Shareholder’s Shares have been duly authorized and validly issued and are fully paid and non-assessable. None of such Founder’s/ Shareholder’s Shares was issued in violation of any applicable law. The Founder (s) / Shareholder (s) has and shall convey to EIT Digital good and marketable title to such Founder's/ Shareholder’s Shares. Such Founder’s / Shareholder’s Shares are and shall be conveyed to EIT Digital free and clear of all pledges or liens, charges, demands or adverse claims or other restrictions on the exercise of any of the attributes of ownership. The Founder (s) / Shareholder (s) has full voting power over its Shares, subject to no proxy, shareholders agreement, voting trust or other agreement relating to the voting of any of the Shares other than the articles of association of the Company. As of the date of signature of the current agreement no person will have any preemptive right to purchase such Founder's/ Shareholder’s Shares other than as set forth in this Agreement, and in the articles of association of the Company.
1. **Obligations of the Parties regarding the transfer of shares**

Upon the fulfilment of the following conditions within a period of 20 days from the date of this Agreement or any extended period as agreed by the Parties:

4.1. The Founder (s) / Shareholder (s) and the Company shall procure and ensure whether that by means of a decision by the Board and/or if required, by the passing of a resolution of the Company’s shareholders, that the following issues will be authorized:

(i) the registration of EIT Digital in the register of members of the Company in the companies register in the jurisdiction where the company is incorporated as the holder of the shares on the terms and conditions of this Agreement;

 (ii) the affixing of the common seal unto the share certificates representing the shares and the issue of the corresponding share certificates to EIT Digital.

The Founder (s) / Shareholder (s) and the Company shall collaborate with EIT Digital in the fulfillment of all the administrative, tax and corporate related formalities required by the local authorities and regulations in order to guarantee that EIT Digital shall be fully entitled and will be considered to all extent as a shareholder to the Company.

To this end EIT Digital shall reimburse -upon receipt of the corresponding invoices- to the Founder (s) / Shareholder (s) or to the Company the administrative costs (notary, companies register, tax) involved in connection with the transfer of the shares with limit of\_500 euros.

4.2 The Founder (s) / Shareholder (s) and the Company commit to organize a general assembly/ meeting of the board where it will be agreed that the following subjects will be included in the articles of association and/or in the shareholders agreements. All shareholders shall unanimously agree on said topics:

* preemptive rights to newly issued shares, tag along and drag along right, free transfer of shares to affiliates entities and a put option right for EIT Digital in case of a material change in the business that might contravene EIT Digital principles and/or reputation
1. **Indemnity and Liability.**

5.1 The Company undertakes to indemnify and keep indemnified and hold harmless EIT Digital, its parent, subsidiary and affiliated corporations, and its and their directors, officers, agents, representatives and employees, from and against all losses, liabilities, obligations, damages, judgements, deficiencies, claims, demands, suits, proceedings, arbitration, assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnity and reasonable solicitors’ fees and expenses), suffered or paid by EIT Digital directly or indirectly, as a result of or arising out of:

5.1.1 a breach or breaches of the warranties given by the Company in this Agreement; or

5.1.2 any misrepresentation by the Company under the terms of this Agreement.

5.2 The Founder (s) / Shareholder (s) agree and undertakes to indemnify and keep indemnified and hold harmless EIT Digital, its parent, subsidiary and affiliated corporations, and its and their directors, officers, agents, representatives and employees, from and against all losses, liabilities, obligations, damages, judgments, deficiencies, claims, demands, suits, proceedings, arbitration, assessments, costs and expenses (including without limitation, expenses of investigation and enforcement of this indemnity and reasonable solicitors’ fees and expenses), suffered or paid by EIT Digital directly or indirectly, as a result of or arising out of:

5.2.1 a breach or breaches of the warranties given by the F Founder (s) / Shareholder (s) in this Agreement; or

5.2.2 any misrepresentation by the Founder (s) / Shareholder (s) under the terms of this Agreement.

5.3 Each of the indemnities in this Agreement constitutes a separate and independent obligation from the other obligations in this Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by EIT Digital and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement or any other judgment or order.

1. **Applicable Law**

This Agreement is governed by the laws of Belgium.

In the event of a dispute ensuing from the interpretation or the performance of this Agreement, the Parties undertake to initially seek a friendly solution.

If such solution cannot be reached, the dispute will be for the exclusive competence of courts of Brussels.

**7. Miscellaneous**

This Agreement shall enter into full force and effect on the date it has been signed by duly authorized representatives of each of the Parties (herein the Effective Date).

**IN WITNESS WHEREOF**,

The parties agree that this Agreement may be executed by original, facsimile, and electronic signatures, each of which when affixed shall be deemed to be an original that is enforceable against the executing Party.

*(signature page follows)*

**The Founder (s) / Shareholder (s)**

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

Mr./Ms. \_\_\_\_\_\_ Mr./Ms. \_\_\_\_\_\_

Date:

**EIT Digital IVZW**

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

Mr./Ms. \_\_\_\_\_\_

Capacity: CEO

Date:

**The Company**

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

Mr./Ms. \_\_\_\_\_\_

Capacity: Director

Date:

v