**CONTRACT ON TRANSFER OF SHARES**

It is …………2019, at the Head Office of ABC JOINT STOCK COMPANY

Address: 222 Nguyen Van Thu Street, A Ward, District B, Ho Chi Minh City, Vietnam

There are 2 parties as follows:

**Transferor (Party A):**

Full name: **CHEN YING**  Gender: Male

Date of birth: 02/05/1949 Nationality: Japanese

Passport Number: BC2222222 Date of issue: 10/08/2017 Place of issue: Japan

Permanent residence: 444 Nagatomo, Honda, Saitama-ken, Japan.

Temporary residence:

**Transferee (Party B):**

**CO., LTD**

Address

Company No.:

Legal Representative:

Both parties agreed to make the transfer of the share with the terms and conditions:

**ARTICLE 1: SUBJECT**

Party Ahas contributed capital to ABC JOINT STOCK COMPANY with the ratio of …..% of registered capital of the company in accordance with Business Registration Certificate No. 0315288888 issued by the Department of Planning and Investment dated 24/09/2018. Party A agree to transfer this share to Party B.

**ARTICLE 2: PRICE AND TERM OF PAYMENT**

Party A agrees to transfer all of share which is ….. % of the registered capital, equivalent to ……………… VND(…………………dongs) to Party B. The transfer price is ………………. VND (………………………… dongs).

Payment will be conducted with the witness of legal representative of company.

**ARTICLE 3: RIGHTS AND OBLIGATIONS**

1. Both parties are obliged to implement the issues related to the transfer of the share so that ABC JOINT STOCK COMPANY can complete the procedures for business registration in accordance with the law.
2. Party B shall inherit all rights and obligations of Party A as a shareholder of the Company from the date of completion of the transfer of share.

**ARTICLE 4: DISPUTE RESOLUTION**

Upon completion of the transfer, all disputes arising, if any, shall be resolved in accordance with the principle of respect for mutual interests. In case of non-settlement, either party may initiate a lawsuit to request the competent court to settle it according to the current law provisions. ABC JOINT STOCK COMPANY and Business Registration Agency shall not be responsible for resolving any disputes arising, if any.

**ARTICLE 5: GENERAL PROVISIONS**

1. Both parties undertake that personal information, information of share in the contract is true. The share is not in disputed, not distrained to ensure the execution of the judgment. The contract is voluntary, not deceived or forced. Party B has carefully considered and knows about the share transfer and related documents. Both parties are responsible for proper and full implementation of the contents agreed in this contract.
2. Both parties have read, understood and agreed to all terms stated in the Contract before signing the contract. The legal representative of the company shall only sign to confirm commitments of two parties in this contract.

**ARTICLE 6: VALIDITY OF CONTRACT**

This contract takes effect from the contact date and is duplicated in four copies of equal validity, each party keeps one copy, one copy is kept by the company, one copy is submitted to Business Registration Agency - the Department of Planning and Investment./.

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| **TRANSFEREE**  *(Signed)*  **CHEN YING** | **TRANSFEROR**  *(Signed and sealed)*  **……….CO., LTD**  Legal Representative:……. |

**Confirmation of the legal representative of the company**

(On…………., 2019, Parties have agreed to commit under the contract and complete the capital transfer under this Contract)

*(Signature, full name, position of the legal representative, stamp of the Company)*

**LEGAL REPRESENTATIVE OF THE COMPANY**

**DIRECTOR OF ABC JOINT STOCK COMPANY**

*(Signed and sealed)*

**CHEN YING**