

## STOCK TRANSFER AGREEMENT

No: ...../20...../HDCNCP-.....

This Stock Transfer Agreement “This Agreement” is entered into as of this..... day of .....2012 at the Head office of ..... JOINT STOCK COMPANY, by and between:

### TRANSFEROR:

Full name	Mr.
Nationality	
Temporary	No ....., Lane ....., .... Street, ... Ward, ..... District, Hanoi.
Residence Address	
Date of Birth	.../.../19...
Identity Card No.	.....
Date of Issuance	.../.../19....
Place of Issuance	..... Police Agency
Current Residence Address	No ....., Lane ....., .... Street, ... Ward, ..... District, Hanoi.

*(Hereinafter as “Party A”)*

### TRANSFeree:

..... **LIMITED COMPANY**

Head office	No....., .....Street, ..... Building, Floor ....., ..... Limassol, Cyprus
Certificate of Incorporation	.....
Place of Issuance	Ministry of commerce, industry and tourism department of registrar of companies and official receiver Nicosia
Date of Issuance	.../.../20....
Legal Representative	Mr.
Title	Director

**Contribution Capital Representative**

Full name	Mr.
Nationality	.....
Date of Birth	...../...../19.....
Passport Number	.....
Current Residence Address	.....

***(Hereinafter as “Party B”)***

After negotiation, the Transferor, the Transferee hereby agree as follows:

### **Article 1. Content of Agreement :**

Mr. agrees to transfer .....000 of shares of his stock (.....*thousand shares*) equivalent to .....000.000 Vietnam dong (..... *million Vietnam dong*) accounting for .....% the total charter capital of ..... Limited Company whose contribution capital representative is Mr.

### **Article 2. Implementing Time Period of Agreement**

The time for implementing the Agreement is 03 (three) days since the date of two parties signing this Agreement.

### **Article 3. Mode of Payment**

- a. Payment Period : Making payment by 01(one) time, by cash right after two parties signing this Agreement.
- b. Mode of Payment : By cash or By bank transfer

### **Article 4. Rights and responsibilities of two parties**

#### **1. Right and responsibilities of Party A**

- Provide Party B with exact information and related documents proving the legal rights on contribution capital establishing ..... Joint Stock Company.;
- Be paid fully and in time according to the Articles of this Agreement ;

- Make a commitment without any complaint before the competent body.
- Regularly cooperate with Party B during the period of the Agreement.

## 2. Right and responsibilities of Party B

- Be supplied by Party A all exact information and related documents proving the legal rights on contribution capital establishing ..... Joint Stock Company.;
- Make payment fully and in time according to the Articles of this Agreement ;
- Make a commitment without any complaint before the competent body.
- Regularly cooperate with Party A during the period of the Agreement.

## **Article 5. Dispute settlement.**

If there are any related disagreements, the two parties will settle them by way of negotiations. If the two parties cannot come to an agreement, the disagreements will be settled according to the Vietnam law

## **Article 6. Validity of Agreement**

This Agreement is set up by 04 (four) copies of the same legal validity. Each of the Parties shall keep one copy; one shall be lodged with the competent authority and one shall be kept in the Company.

This Agreement shall come into effect after the Parties' signing, any negotiation in contrast to this Agreement will have no legal validity.

**PARTY A**

**PARTY B**

**Mr.**

**Mr.**

**CONFIRMATION OF STOCK TRANSFER**

**OF ..... JOINT STOCK COMPANY**

..... JOINT STOCK COMPANY confirms that the parties of Agreement completed the stock transferring as regulation of the Agreement.

**ON AND BEHALF OF BOARD OF MANAGEMENT**

**CHAIRMAN OF BOARD OF MANAGEMENT**