DRAFT — Founder / Partner Share Sale Agreement

Date: [Insert date]
Between:

1. [Your Full Name], of [Your Address] ("the Founder"), and
2. [Partner's Full Name], of [Partner's Address] ("the Partner").

1. Purpose

The Founder wishes to motivate and reward the Partner for his ongoing contribution to the development and funding of [Company Name] Ltd ("the Company").
This agreement sets out the terms under which the Founder will sell a portion of his shares to the Partner.

2. Sale of Shares

The Founder agrees to sell to the Partner shares representing 15% of the total issued share capital of the Company ("the Shares") for a total price of £22,500.

Payment shall be made directly to the Founder in 15 equal monthly instalments of £1,500 each, beginning on [start date].

3. Conditional Ownership & Buyback Option

Ownership of the Shares shall remain conditional until one of the following occurs:

- (a) the Partner completes full payment of £22,500, or
- (b) the Company accepts an investment deal introduced by the Partner, on terms approved by the Founder.

Until that time:

- The Founder retains a Buyback Option — the right to repurchase any or all of the Shares for the amount the Partner has paid to date.
- The share certificates (or legal title) may be held in escrow or trust until full payment or fulfilment of clause 3(b).

4. Investment Introduction Clause

If the Partner successfully introduces an investor and the Company enters into and accepts that investment deal (as approved by the Founder):

- The Buyback Option shall immediately lapse, and
- The Partner shall own the full 15% interest outright, with no further conditions.

5. Default or Withdrawal

If the Partner:

- Fails to make any instalment payment within 14 days of its due date, or
- Ceases active involvement in the Company before completing payment or introducing an investment,

the Founder may exercise the Buyback Option and repurchase all the Shares paid for to date at the total amount the Partner has paid, less any reasonable transaction costs.

6. Founder’s Right to Approve Investment

The Founder retains sole discretion to approve or reject any investment proposal introduced by the Partner. Rejection of an investor shall not entitle the Partner to full ownership unless otherwise agreed in writing.

7. Transfer Restrictions

The Partner may not sell, assign, or transfer any interest in the Shares while the Buyback Option remains in effect, without the Founder’s written consent.

8. Legal and General Terms

- This Agreement is governed by the laws of England and Wales.
- Any amendments must be in writing and signed by both parties.
- The parties agree to act in good faith to give effect to this arrangement.
- A solicitor will formalize this into a Share Sale Agreement and lodge any changes with Companies House.

Signed:

[Your Name] (Founder)

Date: ___________________

[Partner’s Name] (Partner)

Date: ___________________

✅ Notes for your solicitor

- This is a private share transfer, so you’ll complete a Stock Transfer Form (Form J30) for the 15% once fully paid or once the condition is met.
- You can have a Buyback Option Deed drafted to secure your right to reclaim the shares if he defaults.
- Make sure the Company’s Articles don’t restrict share transfers — if they do, a board/shareholder resolution will be needed to approve the transfer.
- Keep share certificates in escrow until the conditions are met.