

ACQUISITION AGREEMENT

This **Acquisition Agreement** (hereinaf er referred to as the "Agreement") is made and entered into on this **{{ Date }}**, by and between:

Acquirer

transfer of the Assets shall be free and clear of all liens, encumbrances, and liabilities, except as otherwise provided in this Agreement.

2.2 Excluded Assets: The following assets are expressly excluded from the sale and transfer under this Agreement:

- a. [Insert list of excluded assets, if any];
- b. Any personal property of the Seller not used in the operation of the Business;
- c. Any other assets specifically excluded as agreed by the Parties in writing.

2.3 Assignment of Contracts: The Seller agrees to assign to the Acquirer all contracts, licenses, and agreements related to the Business. If any such contract or agreement requires the consent of a third party, the Seller shall use its best efforts to obtain such consent prior to the Closing Date.

3. PURCHASE PRICE AND PAYMENT TERMS

3.1 Purchase Price: The total purchase price for the Assets and Business (the "Purchase Price") shall be **{{ Total_Amount }}**, subject to adjustments as provided herein. The Purchase Price shall be payable in the following manner:

- a. A deposit of **{{ Deposit_Amount }}** shall be paid by the Acquirer to the Seller upon the signing of this Agreement;
- b. The balance of the Purchase Price, in the amount of **{{ Balance_Amount }}**, shall be paid by the Acquirer to the Seller on the Closing Date.

3.2 Adjustments to Purchase Price: The Purchase Price shall be adjusted at the Closing Date to account for any changes in the value of the Assets, including:

- a. Prorated rent, utilities, and other operating expenses related to the Business up to the Closing Date;
- b. Any prepaid expenses or deposits transferred to the Acquirer;
- c. Any other agreed-upon adjustments based on the due diligence review.

3.3 Earnout or Contingent Payments: In addition to the Purchase Price, the Seller may be entitled to earnout or contingent payments based on the performance of the Business post-acquisition. If applicable, such payments shall be calculated as follows:

- a. [Insert earnout or contingent payment terms];
- b. Payments shall be made on a [monthly/quarterly/annual] basis following the achievement of specific performance targets agreed by the Parties.

3.4 Payment Method: All payments under this Agreement shall be made by wire transfer to an account designated by the Seller, unless otherwise agreed in writing.

4. ASSUMPTION OF LIABILITIES

4.1 Assumed Liabilities: The Acquirer agrees to assume only those liabilities specifically listed in **Exhibit B** attached hereto (the "Assumed Liabilities"). Any liabilities not expressly assumed by the Acquirer shall remain the responsibility of the Seller.

4.2 Excluded Liabilities: The Acquirer shall not assume or be responsible for any liabilities of the Seller other than the Assumed Liabilities. Specifically, the Acquirer shall not assume any of the following:

- a. Any liabilities arising out of or related to the Seller's operations prior to the Closing Date;
- b. Any taxes or penalties owed by the Seller to any governmental authority;
- c. Any employee benefit obligations, severance pay, or workers' compensation claims incurred prior to the Closing Date;
- d. Any environmental liabilities related to the Property or operations of the Business prior to the Closing Date.

4.3 Indemnification by Seller: The Seller agrees to indemnify, defend, and hold harmless the Acquirer from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to any Excluded Liabilities.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER

5.1 Organization and Authority: The Seller represents and warrants that it is duly organized, validly existing, and in good standing under the laws of Washington, and has the full legal authority to enter into and perform its obligations under this Agreement.

5.2 Title to Assets: The Seller represents and warrants that it holds good and marketable title to the Assets, free and clear of all liens, claims, and encumbrances, except as otherwise disclosed in **Exhibit C**.

5.3 Financial Statements: The Seller represents and warrants that the financial statements of the Business provided to the Acquirer fairly and accurately represent the financial condition and performance of the Business as of the dates stated therein.

5.4 Compliance with Laws: The Seller represents and warrants that it has complied with all applicable laws, regulations, and ordinances related to the operation of the Business, including environmental laws, labor laws, tax regulations, and safety standards.

5.5 Contracts and Agreements: The Seller represents and warrants that all contracts and agreements related to the Business are valid, binding, and enforceable in accordance with their terms, and that there are no material defaults or breaches under any such contracts.

5.6 Litigation: The Seller represents and warrants that there are no pending or threatened legal proceedings, investigations, or claims against the Seller or the Business that would affect the sale of the Assets or the ability of the Seller to perform its obligations under this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF THE ACQUIRER

6.1 Organization and Authority: The Acquirer represents and warrants that it is duly organized, validly existing, and in good standing under the laws of Goa, and has the full legal authority to enter into and perform its obligations under this Agreement.

6.2 Financial Capacity: The Acquirer represents and warrants that it has sufficient financial resources to pay the Purchase Price and perform its obligations under this Agreement.

6.3 No Conflict: The Acquirer represents and warrants that the execution, delivery, and performance of this Agreement will not violate or conflict with any agreement, law, or judgment applicable to the Acquirer.

7. DUE DILIGENCE AND INSPECTION

7.1 Due Diligence Period: The Acquirer shall have the right to conduct a due diligence review of the Business and Assets during the period from the Effective Date to the Closing Date (the "Due Diligence Period"). The Seller agrees to provide the Acquirer with access to all records, documents, contracts, and other information related to the Business and Assets as reasonably requested.

7.2 Environmental Inspection: The Acquirer shall have the right to conduct an environmental inspection of the Property and operations of the Business. If any environmental liabilities are discovered during such inspection, the Acquirer may, at its discretion, terminate this Agreement or negotiate an adjustment to the Purchase Price.

7.3 Termination of Agreement: If, during the Due Diligence Period, the Acquirer discovers any material adverse conditions or defects with the Business or Assets, the Acquirer may, at its sole discretion, terminate this Agreement without penalty by providing written notice to the Seller prior to the Closing Date.

8. CONDITIONS TO CLOSING

8.1 Conditions Precedent: The obligations of the Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions precedent:

- a. All representations and warranties of the Parties set forth in this Agreement shall be true and correct as of the Closing Date;
- b. All necessary consents, approvals, and authorizations from third parties and governmental authorities shall have been obtained;

c. There shall be no legal act on or proceeding pending or threatened that would prevent the consummation of the transactions contemplated by this Agreement.

8.2 Seller's Deliverables: On or before the Closing Date, the Seller shall deliver the following to the Acquirer: a.

A Bill of Sale, transferring title to the Assets to the Acquirer;

b. Assignment of Contracts, assigning all contracts and agreements related to the Business to the Acquirer;

c. All documents, certificates, and instruments necessary to complete the transfer of the Assets.

8.3 Acquirer's Deliverables: On or before the Closing Date, the Acquirer shall deliver the following to the Seller: a.

The balance of the Purchase Price, as specified in Section 3;

b. Any other agreements, documents, or instruments necessary to complete the transaction.

9. POST-CLOSING OBLIGATIONS

9.1 Transition Period: For a period of **{{ Transition_Period }}** following the Closing Date (the "Transition Period"), the Seller agrees to provide the Acquirer with reasonable assistance and cooperation to ensure the smooth transition of the Business, including:

a. Introduction to key customers, vendors, and stakeholders;

b. Assistance with the transfer of operational systems, software, and records;

c. Consultation and advice on the operation of the Business during the Transition Period.

9.2 Non-Compete and Non-Solicitation: The Seller agrees that for a period of **{{ Transition_Period }}** following the Closing Date, it shall not:

a. Engage in any business that directly competes with the Business within the Territory of **{{ Territory }}**;

b. Solicit or attempt to solicit any customers, suppliers, or employees of the Business for purposes of engaging in a competing business.

10. INDEMNIFICATION

10.1 Indemnification by Seller: The Seller agrees to indemnify, defend, and hold harmless the Acquirer from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to:

a. Any breach of the Seller's representations, warranties, or obligations under this Agreement;

b. Any liabilities or obligations of the Business or Assets arising prior to the Closing Date;

c. Any claims by third parties related to the operation of the Business prior to the Closing Date.

10.2 Indemnification by Acquirer: The Acquirer agrees to indemnify, defend, and hold harmless the Seller from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to:

a. Any breach of the Acquirer's representations, warranties, or obligations under this Agreement;

b. Any liabilities or obligations assumed by the Acquirer under this Agreement;

c. Any claims by third parties related to the operation of the Business after the Closing Date.

11. MISCELLANEOUS PROVISIONS

11.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether written or oral.

11.2 Amendments: Any amendments to this Agreement must be in writing and signed by both Parties.

11.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of **Washington**.

11.4 Dispute Resolution: Any disputes arising out of or related to this Agreement shall be resolved through **{{ Dispute_Resolution }}**, with the prevailing Party entitled to recover its reasonable attorneys' fees and costs.

11.5 Assignment: Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Acquirer may assign its rights to a wholly-owned subsidiary.

11.6 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.7 Notices: Any notices required or permitted under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by a recognized courier service, to the addresses listed for each Party at the beginning of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Acquirer

Signature: _____

Name: TravelEdge 59

Title: _____

Date: {{ Date }}

Seller

Signature: _____

Name: GlobeMapper 159

Title: _____

Date: {{ Date }}