

TRANSFER AGREEMENT

Parties to the Agreement

Transferor: **[NAME OF TRANSFEROR]**, personal identity number/organisation number: **[PERSONAL IDENTITY NUMBER/ORGANISATION NUMBER]**, address: **[ADDRESS]**, telephone: **[TELEPHONE NUMBER]**, email: **[EMAIL ADDRESS]** (hereinafter referred to as the "Transferor").

Transferee: **[NAME OF TRANSFEE]**, personal identity number/organisation number: **[PERSONAL IDENTITY NUMBER/ORGANISATION NUMBER]**, address: **[ADDRESS]**, telephone: **[TELEPHONE NUMBER]**, email: **[EMAIL ADDRESS]** (hereinafter referred to as the "Transferee").

1. Background of the Agreement

The Transferor is the owner or holder of the rights to the asset or right described as **[DESCRIPTION OF ASSET OR RIGHT, E.G. SHARES, INTELLECTUAL PROPERTY, OR PROPERTY]** (hereinafter referred to as the "Asset"). The Parties have agreed that the Transferor shall transfer the Asset to the Transferee in accordance with the terms of this Agreement, without the involvement of an intermediary. The transfer pertains to **[E.G. SALE, GIFT, OR OTHER FORM OF TRANSFER]**.

2. Object of the Agreement

This Agreement pertains to the transfer of the following:

- Description of Asset: **[DETAILED DESCRIPTION, E.G. NUMBER OF SHARES, TYPE OF INTELLECTUAL PROPERTY, OR SPECIFIC PROPERTY]**.
- Scope: **[E.G. FULL OWNERSHIP, PARTIAL RIGHTS, OR LICENSE]**.
- Geographical Scope: **[E.G. WORLDWIDE, SWEDEN ONLY]**.
- Time Period: **[E.G. PERMANENT, FOR A PERIOD OF X YEARS, OR SPECIFIC DATE]**.
- Associated Documents: **[E.G. CERTIFICATES, CONTRACTS, OR NO DOCUMENTS]**.

A list of the transferred Asset and associated documents is attached as Appendix 1.

3. Scope of the Transfer

The Transferor hereby transfers the ownership or rights to the Asset to the Transferee as of the transfer date, in accordance with the terms in Clause 2. The transfer does not include other assets, rights, or obligations not specified in Clause 2, such as **[E.G. OTHER ASSETS, RIGHTS, OR EXCLUSIONS]**.

The Transferor warrants that the Asset is free from third-party claims, liens, or other encumbrances, except as stated in Clause 5, and that the Transferor has full authority to transfer the Asset in accordance with the Swedish *Contracts Act* (1915:218) and other applicable laws.

4. Consideration and Payment

The Transferee shall pay the Transferor a consideration of **[AMOUNT]** SEK for the Asset, including/excluding VAT: **[SPECIFY IF VAT IS INCLUDED, E.G. 25%**

FOR GOODS, 6% FOR CERTAIN INTELLECTUAL PROPERTY, OR VAT-EXEMPT FOR TRANSFERS BETWEEN INDIVIDUALS OR AS A GIFT].

Payment shall be made as follows:

- Payment Method: **[PAYMENT METHOD, E.G. BANK TRANSFER]**
- Payment Date: **[DATE FOR PAYMENT]**
- Deposit, if applicable: **[AMOUNT, OR NO DEPOSIT]**, payable by **[DATE]**.

Alternatively: The transfer is made without financial consideration (e.g. as a gift).

5. Transferor's Undertakings

The Transferor warrants that:

- The Transferor is the lawful owner or holder of the rights to the Asset and has full authority to transfer it under applicable Swedish law.
- The Asset is free from third-party claims, liens, or other encumbrances, except as stated: **[E.G. EXISTING LIENS, PRIOR AGREEMENTS, OR NO ENCUMBRANCES]**.
- The Transferor has informed the Transferee of any known issues or restrictions related to the Asset: **[E.G. PENDING DISPUTES, PRIOR LICENSES, OR NO KNOWN ISSUES]**.

The Transferor undertakes to:

- Deliver the Asset and any associated documents (e.g. certificates, contracts) to the Transferee by **[DATE]**.
- Assist with registration or documentation of the transfer with relevant authorities (e.g. Swedish Companies Registration Office, PRV) or third parties, if applicable.
- Notify relevant parties (e.g. prior rights holders, registries) of the transfer, if required.

6. Transferee's Undertakings

The Transferee undertakes to:

- Pay the consideration as per Clause 4 (if applicable).
- Assume ownership or rights to the Asset as of the transfer date, including responsibility for future costs or obligations related to the Asset.
- Verify the status of the Asset (e.g. ownership, encumbrances, or legal status) prior to signing this Agreement and notify the Transferor of any issues by **[DATE OR TIMEFRAME]**.
- Ensure the transaction is recorded in accordance with the Swedish *Bookkeeping Act* (1999:1078), if payment is made, and handle any applicable taxes (e.g. VAT).

7. Transfer Date

The ownership or rights to the Asset are transferred to the Transferee on **[TRANSFER DATE]**, provided that the consideration has been paid and any conditions (e.g. registration or third-party approval) are fulfilled.

8. Warranties and Liability

The Transferor is not liable for issues related to the Asset arising after the transfer date, except for hidden defects as defined under the Swedish *Sale of Goods Act* (1990:931), i.e. defects the Transferor was aware of but did not disclose. The Transferee is entitled to verify the Asset's status prior to signing and cannot claim defects that could have been discovered through reasonable due diligence.

The Transferor provides the following warranties: **[E.G. THE ASSET IS FREE FROM ENCUMBRANCES, OR NO WARRANTY]**.

9. Taxes and Fees

- **VAT:** If the Transferor is VAT-registered and the transfer is made for commercial purposes, VAT applies (e.g. 25% for goods, 6% for certain intellectual property). Transfers between individuals or as gifts are VAT-exempt under the Swedish *Value Added Tax Act* (1994:200).
- **Capital Gains Tax:** The Transferor is responsible for declaring and paying capital gains tax under the Swedish *Income Tax Act* (1999:1229) if the transfer involves a sale. For gifts, no capital gains tax applies, and the Transferee assumes the Transferor's acquisition value for future tax purposes.
- **Other Fees:** The Transferee is responsible for any fees related to registration (e.g. with PRV or Bolagsverket) or use of the Asset, if applicable.

10. Dispute Resolution

Disputes arising from this Agreement shall be resolved through negotiation between the Parties. If no agreement is reached, the dispute shall be settled by the **[CITY]** District Court as the first instance.

11. Miscellaneous Provisions

[ADDITIONAL TERMS, E.G. SPECIFIC AGREEMENTS ON USE, RESTRICTIONS, OR OBLIGATIONS]

12. Appendices

- Appendix 1: List of transferred Asset and associated documents.
- **[OTHER APPENDICES, E.G. CERTIFICATES, PRIOR AGREEMENTS]**

13. Signatures

This Agreement has been executed in two (2) identical originals, one for each Party. The Parties confirm that they have entered into this Agreement without an intermediary and are responsible for fulfilling all legal requirements for the transfer of the Asset.

Place and date: **[CITY]**, **[DATE]**

Transferor's signature:

Name in print: **[NAME OF TRANSFEROR]**

Title: **[TITLE, E.G. OWNER, OR NOT APPLICABLE]**

Transferee's signature:

Name in print: **[NAME OF TRANSFEREE]**

Title: **[TITLE, E.G. BUYER, OR NOT APPLICABLE]**