



**ASSET PURCHASE AGREEMENT  
FOR THE SALE AND PURCHASE OF ONLINE BUSINESS**

**Date:** [Insert Date]

**Platform:** Acquireyet.com

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**PARTIES**

**SELLER:**

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Email: \_\_\_\_\_
- Phone: \_\_\_\_\_

**BUYER:**

- Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- Email: \_\_\_\_\_
- Phone: \_\_\_\_\_

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**RECITALS**

WHEREAS, Seller owns and operates an online business known as  
" \_\_\_\_\_" (the "Business");

WHEREAS, Buyer desires to purchase, and Seller desires to sell, substantially all of the assets of the Business upon the terms and conditions set forth in this Agreement;

WHEREAS, this transaction was facilitated through Acquireyet.com, an online business marketplace platform;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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**1. PURCHASE AND SALE OF ASSETS**

**1.1 Assets to be Purchased**

Seller agrees to sell, convey, transfer, assign, and deliver to Buyer, and Buyer agrees to purchase from Seller, free and clear of all liens, encumbrances, and claims, all of Seller's right, title, and interest in and to the following assets (collectively, the "Purchased Assets"):

**(a) Domain Names and Websites:**

- Domain name(s): \_\_\_\_\_
- All associated websites, web properties, and URLs
- Domain registrar access and transfer authorization codes

**(b) Digital Content and Intellectual Property:**

- All website content, articles, blog posts, and written materials
- All images, graphics, videos, and multimedia content
- All source code, HTML, CSS, JavaScript, and software
- All databases, user data (in compliance with privacy laws), and customer information
- All trademarks, service marks, logos, brand names, and trade dress
- All copyrights and proprietary rights
- All social media accounts and profiles associated with the Business

**(c) Business Records and Data:**

- All financial records related to the Business
- All analytics data (Google Analytics, traffic statistics, etc.)
- All customer lists, email subscriber lists, and contact databases
- All supplier and vendor contracts and relationships
- All business plans, marketing materials, and operational documentation

**(d) Revenue Streams and Accounts:**

- All affiliate program accounts and relationships
- All advertising accounts (Google AdSense, ad networks, etc.)
- All merchant accounts and payment processing accounts
- All e-commerce platforms and integrations
- All recurring revenue contracts and subscription agreements

**(e) Technical Assets:**

- All web hosting accounts and server access
- All email accounts and email marketing platforms
- All software licenses (transferable)
- All APIs, plugins, and third-party integrations
- All SSL certificates and security credentials

**(f) Goodwill:**

- All goodwill associated with the Business and the Purchased Assets

**1.2 Excluded Assets**

The following assets shall be excluded from this transaction and shall remain the property of Seller (the "Excluded Assets"):

- Personal bank accounts of Seller
- Cash and cash equivalents as of the Closing Date
- Any other assets specifically identified here: \_\_\_\_\_

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**2. PURCHASE PRICE AND PAYMENT TERMS**

**2.1 Purchase Price**

The total purchase price for the Purchased Assets shall be \$\_\_\_\_\_ (the "Purchase Price").

**2.2 Payment Structure**

The Purchase Price shall be paid as follows:

**(a) Initial Deposit:** Upon execution of this Agreement, Buyer shall deposit \$\_\_\_\_\_ into an escrow account managed by [Escrow Service Name] (the "Escrow Agent").

**(b) Closing Payment:** At Closing, Buyer shall pay the remaining balance of \$\_\_\_\_\_ through the Escrow Agent.

**(c) Earnout/Holdback (if applicable):** [If applicable, describe any earnout provisions or holdback amounts]

**2.3 Escrow Terms**

- The parties agree to use secure escrow services as provided or recommended by Acquireyet.com
- Escrow fees shall be split equally between Buyer and Seller unless otherwise agreed
- Funds shall be released to Seller upon successful transfer and verification of all Purchased Assets

**2.4 Platform Commission**

Seller acknowledges and agrees to pay Acquireyet.com a commission fee of 8% of the Purchase Price upon successful completion of the transaction, to be deducted from the final payment to Seller.

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**3. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that:

**3.1 Authority and Ownership**

- Seller has full legal capacity and authority to enter into this Agreement
- Seller is the sole and exclusive owner of all Purchased Assets
- Seller has good and marketable title to all Purchased Assets, free and clear of all liens, encumbrances, and claims

### **3.2 Financial Representations**

- All financial information provided to Buyer regarding the Business is true, accurate, and complete
- The revenue figures represented are accurate and verifiable through third-party documentation
- All tax obligations related to the Business have been or will be satisfied as of the Closing Date
- There are no undisclosed debts, liabilities, or obligations associated with the Business

### **3.3 Legal Compliance**

- The Business has been operated in compliance with all applicable laws, regulations, and industry standards
- There are no pending or threatened legal actions, claims, or disputes involving the Business
- All required licenses, permits, and authorizations are current and in good standing
- The Business does not infringe upon any intellectual property rights of third parties

### **3.4 Contracts and Relationships**

- All material contracts and agreements have been disclosed to Buyer
- There are no pending changes or cancellations to key supplier, customer, or affiliate relationships
- All customer data has been collected and maintained in compliance with applicable privacy laws

### **3.5 Technical Representations**

- All websites and digital properties are fully functional and operational
- Seller has the right to transfer all domain names, hosting accounts, and technical assets
- All source code and software is free from known viruses, malware, and security vulnerabilities
- There are no technical issues that would materially impair the operation of the Business

### **3.6 Traffic and Metrics**

- All website traffic statistics and analytics data provided are accurate and unmanipulated

- Traffic sources are legitimate and comply with search engine guidelines
- No black-hat SEO techniques or prohibited marketing practices have been employed
- Social media followers and engagement metrics are genuine and not artificially inflated

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## **4. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that:

### **4.1 Authority**

Buyer has full legal capacity and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

### **4.2 Financing**

Buyer has sufficient funds or financing commitments to pay the Purchase Price in accordance with the terms of this Agreement.

### **4.3 Due Diligence**

Buyer has conducted independent due diligence regarding the Business and the Purchased Assets and is relying on its own investigation and the representations and warranties contained in this Agreement.

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## **5. COVENANTS OF SELLER**

### **5.1 Non-Compete Covenant**

For a period of **[2-3 years]** following the Closing Date, Seller shall not, directly or indirectly:

- Engage in any business that competes with the Business
- Solicit customers, subscribers, or users of the Business
- Develop, operate, or invest in any website or online business substantially similar to the Business within the same niche or market segment
- Use any confidential information or trade secrets related to the Business

Geographic Scope: [Worldwide / Specific geographic limitation]

### **5.2 Non-Solicitation**

For a period of **[2 years]** following the Closing Date, Seller shall not solicit or attempt to solicit any customers, affiliates, suppliers, or business partners of the Business for any competing purpose.

### **5.3 Confidentiality**

Seller shall maintain in strict confidence all confidential and proprietary information related to the Business and shall not disclose such information to any third party without Buyer's prior written consent.

### **5.4 Transition Assistance**

Seller agrees to provide reasonable transition assistance to Buyer for a period of **[30-90 days]** following the Closing Date, including:

- Training on business operations and systems
- Introduction to key suppliers, affiliates, and business partners
- Assistance with technical transfer and setup
- Answering questions and providing guidance as reasonably requested

Compensation for transition assistance (if any): **[None / \$\_\_\_\_\_ per hour / Fixed fee of \$\_\_\_\_\_]**

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## **6. CONDITIONS PRECEDENT TO CLOSING**

### **6.1 Conditions to Buyer's Obligations**

Buyer's obligation to close shall be subject to satisfaction of the following conditions:

- All representations and warranties of Seller shall be true and correct as of the Closing Date
- Seller shall have performed all obligations required under this Agreement
- No material adverse change in the Business shall have occurred
- Buyer shall have completed satisfactory due diligence
- All required third-party consents and approvals shall have been obtained
- All Purchased Assets shall have been successfully transferred to Buyer

### **6.2 Conditions to Seller's Obligations**

Seller's obligation to close shall be subject to satisfaction of the following conditions:

- All representations and warranties of Buyer shall be true and correct as of the Closing Date
- Buyer shall have deposited the full Purchase Price with the Escrow Agent
- Buyer shall have performed all obligations required under this Agreement

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## **7. CLOSING**

### **7.1 Closing Date**

The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on **[Date]** or such other date as mutually agreed by the parties (the "Closing Date").

### **7.2 Deliveries by Seller**

At Closing, Seller shall deliver to Buyer:

- Bill of Sale transferring all Purchased Assets
- Domain transfer authorization codes and registrar access

- All login credentials, passwords, and access information
- Assignment of all contracts, agreements, and intellectual property
- All business records, documentation, and data
- Non-compete and confidentiality agreements
- Any other documents reasonably required to transfer the Purchased Assets

### **7.3 Deliveries by Buyer**

At Closing, Buyer shall:

- Cause the Escrow Agent to release the Purchase Price to Seller (less platform commission and escrow fees)
- Execute and deliver any documents reasonably required by Seller

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## **8. INDEMNIFICATION**

### **8.1 Indemnification by Seller**

Seller agrees to indemnify, defend, and hold harmless Buyer from and against any and all losses, damages, liabilities, claims, and expenses arising from:

- Any breach of Seller's representations, warranties, or covenants
- Any liabilities or obligations of the Business arising prior to the Closing Date
- Any claims related to intellectual property infringement
- Any failure to comply with applicable laws or regulations
- Any undisclosed liabilities or obligations

### **8.2 Indemnification by Buyer**

Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all losses, damages, liabilities, claims, and expenses arising from:

- Any breach of Buyer's representations, warranties, or covenants
- Any liabilities or obligations of the Business arising after the Closing Date
- Buyer's operation of the Business following the Closing

### **8.3 Limitations**

Indemnification claims must be asserted within **[18-24 months]** of the Closing Date, except for claims related to taxes, intellectual property, or fraud, which shall have no time limitation.

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## **9. DISPUTE RESOLUTION**

### **9.1 Negotiation**

In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the dispute through good-faith negotiation.

## **9.2 Mediation**

If the dispute cannot be resolved through negotiation within 30 days, the parties agree to submit the dispute to mediation before a mutually agreed-upon mediator.

## **9.3 Arbitration**

If mediation is unsuccessful, any dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in **[Location]**.

## **9.4 Legal Fees**

The prevailing party in any dispute resolution proceeding shall be entitled to recover reasonable attorneys' fees and costs.

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# **10. GENERAL PROVISIONS**

## **10.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter hereof.

## **10.2 Amendments**

This Agreement may be amended or modified only by a written instrument executed by both parties.

## **10.3 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of **[State/Country]**, without regard to its conflict of laws principles.

## **10.4 Severability**

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

## **10.5 Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by email or certified mail to the addresses set forth above.

## **10.6 Assignment**

Neither party may assign this Agreement without the prior written consent of the other party.

## **10.7 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

## **10.8 Acquireyet.com Platform Terms**

Both parties acknowledge that this transaction was facilitated through Acquireyet.com and agree to comply with the platform's terms of service and policies.

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## SIGNATURES

**SELLER:**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**BUYER:**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

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**ACKNOWLEDGMENT**

Both parties acknowledge that they have read this Agreement, understand its terms, and agree to be bound by its provisions. Each party has had the opportunity to consult with legal counsel of their choice before signing.

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*Document prepared for Acquireyet.com platform transactions This is a template document.  
Parties should consult with qualified legal counsel before executing this agreement.*