T O P D O C S . C O M . A U

# TOPDOCS

**COMPREHENSIVE BUY / SELL AGREEMENT –   
EQUITY IN COMPANIES OR TRUSTS**

**FULL SERVICE ORDER FORM**

What you are required to do to order your Comprehensive Buy / Sell Agreement documents:

1. Complete all relevant fields in BLOCK LETTERS
2. Once completed, please forward this form to Topdocs:   
   **Email:** [orders@topdocs.com.au](mailto:orders@topdocs.com.au); **Fax:** (03) 8256 0108;   
   **Post:** Suite 2, Level 2, 22 Albert Road South Melbourne Victoria 3205

**SECTION A (I): PERSON/ADVISER ORDERING DETAILS**

|  |  |
| --- | --- |
| Name: | Signature: |
| Company Name: | |
| Postal Address: | |
| Date Of Order:    /    / | Your Ref: |
| Phone: (     ) -       - | Fax: (     ) -       - |
| Email: | |

**SECTION A (II): PAYMENT DETAILS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Enclosed is payment for a Comprehensive Buy/Sell Agreement for the sum of: $ | | | | |
| Direct Debit\* | Visa | Mastercard | | Cheque |
| Card Holder Name: | | | | |
| Credit Card Number:      -      -      - | | | | |
| Expiry Date:    / | | | Authorised Card Signature: | |

\*To pay by Direct Debit you must have a current Direct Debit agreement with Topdocs. If you would like to arrange for Direct Debit for future purchases please contact Topdocs on **1300 65 92 42**

**SECTION B: BUY- SELL AGREEMENT DETAILS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Commencement Date of the Agreement | | | /    / | | |
| Jurisdiction (State or Territory) | | |  | | |
| Method of Valuation of Equity  (*please pick any one or more*) | | | Agreed Value Amount: $  Formula:  (*e.g. specify capitalisation rate appropriate to the estimated future maintainable earnings*) | | |
| Market Value as determined by Accountant / Valuer | | |
| Name of Accountant / Valuer (If any) | | |  | | |
| **PART I: GENERAL** | | | | | |
| Transfers | Are transfers outside of the buy-sell agreement:  Subject to the other constitutional documents**; OR**  Strictlynot allowed | | | | |
| Intellectual Property Rights | Is the agreement to include non-competition of exiting parties: | | | YES | NO |
| If yes, max. time period:      ; location:  *(NOTE: The enforceability of this may be limited in some circumstances)* | | | | |
| **PART II: INSURED EVENTS** | | | | | |
| Insured Events  *(refer to Section D)* | Life  Total & Permanent Disability  Trauma  Other (specify): | | | | |
| Options | Upon an insurance event occurring should the principal’s family be allowed to remain an Equity Holder if they wish?  YES  NO | | | | |
| If YES, is this to be subject to the consent of the Remaining Equity Holders? | | | YES | NO |
| Funding | In the event of insurance payout is less than the purchase price of the Outgoing Equity Holder’s Interest:  will the purchase price be reduced to the amount of the proceeds paid (if any)  are there otherwise to be instalment repayments | | | | |
| If such payment is to be covered by instalments: | Payment of the balance of the purchase price to be made within:      days **OR**     month/s **OR**     year/s  Specify number of instalments:  At intervals of:      month/s **OR**      year/s  Interest payable on outstanding amount? (if any) | | | |
| Termination | Can the majority of the Remaining Equity Holders choose to terminate the agreement:  if the other party cannot maintain or obtain insurance, or  theproceeds of policy are not paid or would not be paid by the insurer for any reason | | | | |
| Security | If the insurance proceeds are less than the purchase price or if the insurance proceeds are not to be paid (for any reason), will security for the payment of the shortfall be required to be given to the Outgoing Equity Holder?  YES  NO  If yes, what type of security will be provided?   * Personal guarantee  by the Remaining Equity Holders OR  by the Remaining Principals   OR   * a charge over the assets (present and after acquired) of the Primary Business Entity | | | | |

|  |  |
| --- | --- |
| **PART III: OTHER EXIT STRATEGIES** | |
| Voluntary Exit | Should the agreement cover transfers to the Remaining Equity Holders where a Principal resigns?  YES  NO  If YES:  Specify notice period:  Is thissubject to the consent of the Remaining Equity Holders?  YES  NO  If the consent of the Remaining Equity Holders is not obtained, are transfers to third parties are allowed  YES  NO  If YES, is this subject to the consent of the Remaining Equity Holders?  YES  NO  Specify % if not unanimous:     % |
| Retirement | Should the agreement specifically cover retirement of a Principal?  YES  NO  If YES:  Specify notice period:              *(e.g. this may be a shorter time period than for resignation above)*  Specify age:  Is retirement mandatory at this age?  YES  NO |
| Involuntary Transfers | Should the agreement specifically cover transfers to the Remaining Equity Holders where a Principal:  becomes insolvent or bankrupt or has a receiver appointed to their assets  is convicted of an indictable criminal offence  loses ownership in connection with a divorce settlement  summarily breaches partnership agreement/employment contract  does not meet performance criteria |
| If any of the above are selected, is the transfer subject to the consent of the Remaining Equity Holders?  YES  NO |
| Deadlocks | Should the agreement specifically cover transfers to the Remaining Equity Holders where:  If more than 2 principals, the Remaining Equity Holders otherwise consent  If only 2 principals, there is an unresolved dispute which initiates a shot gun situation (i.e. offer to purchase by the initiating party at a price they determine, which if not accepted, will require the other party to purchase the initiating parties interest) *(alternative methods can be tailored into the agreement)* |
| Funding  *(these may be the same or different to the funding arrangements to cover for a shortfall in insurance proceeds)* | For exit strategies not covered by insurance, payment of the balance of the purchase price to be made within:     days **OR**     month/s **OR**     year/s  If to be repaid by instalments: |
| Specify number of instalments:  At intervals of:      month/s **OR**      year/s  Interest payable on outstanding amount? (if any) |
| If you require different funding for a particular exit event, provide additional details: |

**ATTACHMENTS**

**SECTION C (I): PARTIES TO THE AGREEMENT**

**Please complete one page for each Primary Business Entity and attach to the Comprehensive Buy/Sell Agreement order form.**

|  |  |
| --- | --- |
| **I: PRIMARY BUSINESS ENTITIES** | |
| How many entities are involved in carrying on the business? |  |
| Description of Business being carried on |  |
| Name of Primary Entity 1 (or Trustee if applicable) |  |
| ACN (if a Company) | -      - |
| Type of Entity | Company  Company as trustee  Individual as trustee  Partnership  Other (specify): |
| Registered Address |  |
| Name of Trust Entity (if applicable) |  |
| Signatories for Entity | **Signatory 1:**  **Signatory 2:** |
| How many Equity Holders are there in the Primary Business Entity 1? |  |
| Principals | How many principals are there?          (*this should be the same as number of*  *equity holders unless more than one principal for a particular Equity Holder*) |

**EQUITY HOLDERS & PRINCIPALS OF EQUITY HOLDERS**

**Please complete the details of the Equity Holders and Principals of Equity Holders below.**

**SECTION C (II): EQUITY HOLDERS**

**Please complete one page for each Equity Holder and attach to the Comprehensive Buy/Sell Agreement order form.**

|  |  |
| --- | --- |
| Name of Equity Holder or Trustee (if applicable) |  |
| ACN (if applicable) | -      - |
| Type of Entity | Individual  Company (*note it may be necessary to consider deemed dividend rules*  *of Section 109C TAA 36 if insurance ownership self-ownership*)  Company as trustee  Other (specify): |
| Registered Address |  |
| Beneficial Ownership | Do they hold the interest beneficially? YES  NO |
| If No, name of Trust Entity (if applicable) |  |
| Type of Trust Entity | Fixed Unit  Non-Fixed Unit  Discretionary/Family  Hybrid |
| Signatories for Equity Holder | **Signatory 1:**  **Signatory 2:** |
| Principal of Equity Holder |  |
| Address of Principal of Equity Holder |  |

|  |
| --- |
| **Equity in Primary Business 1 (please complete)** |
| For example: number of shares held in Primary Business Company, number of units held in Primary Business Unit Trust, interest in partnership etc.  Number of shares / units  Type of shares / units |

**SECTION C (III): ADDITIONAL PARTIES**

## Include any additional parties to the agreement other than the Equity Holders, Principals of Equity Holders & Insureds relating to Equity Holders that are shown on the next page. Additional legal tailoring costs may apply where additional parties are involved.

|  |  |  |
| --- | --- | --- |
| **Are there any additional parties participating in the deed (e.g. an associated entity)?** | Yes | No |

## If Yes, complete this section:

|  |  |  |
| --- | --- | --- |
| **Additional Party 1** | Name: | |
| Type of Entity | Company  Company as trustee  Individual as trustee  Partnership  Other (specify): | |
| ACN (if a Company):     -     - | | |
| Address: | | |
| Reason for participation (e.g. insurance ownership): | |  |

|  |  |  |
| --- | --- | --- |
| **Additional Party 2** | Name: | |
| Type of Entity | Company  Company as trustee  Individual as trustee  Partnership  Other (specify): | |
| ACN (if a Company):     -     - | | |
| Address: | | |
| Reason for participation (e.g. insurance ownership): | |  |

**SECTION D: INSURANCE**

## Please complete one page for each insured person and attach to the Comprehensive Buy/Sell Agreement order form.

|  |  |  |  |
| --- | --- | --- | --- |
| Full Name of Insured Person |  | | |
| Address |  | | |
| Insurer |  | Policy No |  |
| Sum Insured ($) |  | | |
| Reviews  *(how many days to effect increase in insurance cover following revision of business value e.g. 30/90 days)* | days | | |
| Full name of Beneficiary on the Policy  *(Note: if different from Insured you will need to complete section C (III) Additional Parties)* |  | | |
| What is the Beneficiary’s relationship to the Policy Owner? |  | | |
| Owner of Policy: | Insured  Business Entity  Nominee of Insured (e.g. SMSF)  Insurance Trust  Other (specify):  *(Note: if nominee of insured or insurance trust you will need to complete section C (III) Additional Parties)* | | |

**SECTION E: POWERS OF ATTORNEY, WILLS & SUPERANNUATION**

|  |  |  |
| --- | --- | --- |
| Are the following documents in place to assist in ensuring documents and transfers can be signed if the Principal of the Equity Holder is incapacitated or has passed away? | | |
| Enduring Financial Power of Attorney | Yes | No |
| Will | Yes | No |
| Superannuation Binding Death Benefit Nomination | Yes | No |
| **Please tick if Topdocs is to prepare the following documents:**  Enduring Financial Power of Attorney  Will  Superannuation Binding Death Benefit Nomination | | |