

## MERGER AGREEMENT

This MERGER AGREEMENT (Agreement) is made and entered into as of \_\_\_\_\_ (Date and year) by and among \_\_\_\_\_ ABC (ABC) and \_\_\_\_\_ XYZ (XYZ).

**ABC:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Authorized Representative:** \_\_\_\_\_

**XYZ:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Authorized Representative:** \_\_\_\_\_

### WHEREAS

ABC is a Corporation registered in accordance with the \_\_\_\_\_ Act in [state].

XYZ is a Corporation registered in accordance with the \_\_\_\_\_ Act in [state].

On the terms and subject to the conditions set forth in the agreement, ABC and XYZ have agreed to merge with each other after friendly consultations.

For the intention of determining the rights and obligations of the Parties, ensuring the faithful completion of the merger, ABC and XYZ have entered into this Merger Agreement on the basis of the principle of consent and equality in accordance with the appropriate laws and regulations.

### 1. Definition

Merger here defines contract governing the merger of two companies and shall mean the merger of ABC with XYZ.

Related Contracts shall mean loan agreements, pledge agreements and other contracts entered into by XYZ and approved by ABC.

### 2. Form of Merger

ABC and XYZ agree that the Merger shall take the structure of Consolidation. ABC shall survive the Merger and XYZ shall be dissolved after the Merger. Upon the Merger, the total sum of investment made by ABC shall be \_\_\_\_\_ (dollars). The registered capital of the new entity shall be \_\_\_\_\_ (dollars).

### 3. Rights and Liabilities

The rights and liabilities of XYZ shall be assumed by ABC upon the Merger.

#### **4. Related Contract**

- (a) Upon the Merger, in accordance with the law ABC shall bind and become a party to the expressed Contracts entered into by XYZ.
- (b) In the case where the main body of an expressed Contract is to be altered XYZ shall assist ABC in completing the required procedures.

#### **5. Work Arrangements for Staff and Workers**

Upon the Merger, the staff of XYZ shall be transferred to ABC's office \_\_\_\_\_ (Entity existence office address).

#### **6. Matters Related to Merger**

- (a) ABC shall be entitled to take over the assets and resource of XYZ compatible to this Agreement and dispose of such assets upon the completion of the Merger.
- (b) ABC shall be entitled to offer XYZ to transfer all documents concerning to XYZ's operating assets to ABC. Such documents consists but are not bound to all kinds of accounts, books and records and information on equipment and technology.
- (c) XYZ shall provide ABC with the assistance consisted for the performance of formalities required for the Merger.

#### **7. Liability for Breach**

- (a) Any party acting or violating of this Agreement shall constitute a breach of contract and such Party shall ascertain compulsion for breach and compensate the other Party for any losses incurred as a result of such breach or violation. Where both Parties have committed a default, the amount of compensation shall be determined on the basis of the severability of the act.
- (b) If this Agreement cannot be accomplished due to the reason such as force majeure and modifications of \_\_\_\_\_ laws (particular country laws) and industrial policy, no Party shall be required to assume liability for breach of contract.

#### **8. Resolution of Disputes**

- (a) Any conflict between ABC and XYZ commencing from the perception or discharge of this Agreement shall be settled through companionable manner as far as attainable.
- (b) If ABC and XYZ are unsuccessful to reach an agreement within \_\_\_\_\_ (days) after the commencement of companionable manner, either Party may apply for arbitration to the \_\_\_\_\_ (applicable Arbitrator commission).

#### **9. Supplementary Provisions**

- (a) ABC and XYZ to the agreement may arrive into a supplementary agreement to act with matters that have not been covered under this Agreement. The Supplementary Agreement and this Agreement shall carry with the same legal duties.
- (b) This Agreement shall become effective after signing by the legal representatives or

authorized representatives of both Parties and affixing of the chops of both Parties.

(c) This Agreement shall be executed in 4 copies. Each Party shall hold 2 Copies. All copies are equally valid.

**ABC**

**XYZ**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_