



SHARE SALE AGREEMENTS IN M&A: KEY TERMS & STRATEGIES

COURSE INTRODUCTION

In any merger and acquisition (M&A) transaction, the Share Sale Agreement (SSA) is the principal document that governs the transfer of ownership. Whether the transaction involves a full acquisition, a controlling stake, or a minority investment, the terms of the SSA define the commercial and legal landscape of the deal.

Whether you represent a buyer or seller, understanding the intricacies of SSA is essential to structuring a transaction that protects the interests of your organization and stands up to legal and commercial scrutiny. Designed for legal professionals, corporate advisors, and business stakeholders, this intensive course unpacks the anatomy of an SSA, shedding light on the practical strategies, legal mechanics, and real-world examples that underpin successful M&A transactions.

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COURSE OBJECTIVES



This half-day course primarily aims to:

- Provide a comprehensive understanding of the legal and commercial structures underpinning share acquisitions.
- Examine the key provisions of Share Sale Agreements and the rationale behind them.
- Develop participants' ability to identify, manage and allocate legal and commercial risks in M&A transactions.
- Strengthen the participant's ability to manage transaction risks and deliver value in mergers and acquisitions deals.

COURSE CONTENTS



- Various forms of equity acquisition structures, including acquisitions of the entire issued share capital, majority and minority interests, as well as joint ownership arrangements such as 50:50 shareholdings.
- Core components of a Share Sale Agreement, including key transaction dates, the basis and scope of the sale and the determination and structuring of the purchase consideration.
- Issues relating to regulatory and third-party approvals, conditions precedent and subsequent, and the allocation of transaction costs between parties.
- Drafting and negotiation of representations, warranties, covenants, and indemnities, as well as termination provisions and the legal implications of boilerplate clauses.
- Proper execution requirements for agreements entered into by individuals and corporate entities, ensuring that participants understand the formalities required for enforceable documentation.

LEARNING OUTCOMES

By attending this course, the participants will be able to:



- Analyse and apply appropriate acquisition structures based on control, regulatory, and commercial considerations.
- Draft and negotiate key provisions of Share Sale Agreements with legal precision and commercial acumen.
- Identify potential risks and structure appropriate protections for their clients or organisations.
- Understand the practical execution and enforceability requirements of transactional documentation.

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WHO SHOULD ATTEND

This course is ideally suited for:

1. Corporate and commercial lawyers involved in transactional work
2. In-house legal counsel advising on merger and acquisition.
3. Company secretaries and corporate governance professionals.
4. Investment professionals, private equity executives, and business owners participating in M&A transactions.
5. Compliance officers involved in legal documentation and due diligence processes.

ABOUT THE TRAINER

SHERA CHUAH TIEN JING is a senior associate in the Corporate and Real Estate Transactions Department at Messrs. Rosli Dahlan Saravana Partnership (RDS).

She graduated from the University of Liverpool, United Kingdom with first-class honours in Bachelor of Laws (Hons) in 2018. She was admitted as an advocate and solicitor of the High Court in Malaya in 2021.

Shera has been involved in a range of corporate and commercial matters including mergers and acquisitions, corporate restructuring, joint ventures and other corporate exercises. She has rendered legal advice to local and international clients on their day-to-day corporate legal affairs, licensing requirements, commercial contracts/documentation and regulatory and personal data protection compliance issues.

Shera is also experienced in real estate transactions where she has acted for local, multinational and foreign clients on matters relating to leases, tenancies, disposal and acquisition of properties and joint development projects.

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ADMINISTRATIVE DETAILS

Date	09 October 2025
Platform	Virtual platform
Time	9.00 am – 1.00 pm
Training Methodology	Lecture and case discussion
Fee	RM300.00 Standard
	RM250.00 Licensed Secretary. Member of MAICSA, MIA, Malaysian Bar, MACS, MICPA, Sabah Law Society & Advocates Assoc. of Sarawak.
SSM CPE Points	4 points

HOW TO REGISTER?

STEP 01

Strictly via online registration at www.ssm4u.com.my/ecomtrac

STEP 02

NEW USER (First Time Login)

- Click on **SIGN UP**
- Key in **REGISTRATION INFORMATION**
- Click on **REGISTER**
- Key in **USERNAME** and **PASSWORD**

EXISTING USER

- Key in **USERNAME** and **PASSWORD**
- Click on **SIGN IN**

STEP 03

- Select training
- Check on Available Seat
- Click on Add Participant
- Key in participant's information

- Click on Submit
- Check participant's details
- Click on Submit Payment

Note: Please submit your application within 15 minutes. Otherwise the system will automatically cancel your transaction and you will lose your seat(s). Please re-apply if you wish to proceed. Full payment shall be made at the point of registration.

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TERMS & CONDITIONS FOR REGISTRATION OF TRAINING PROGRAMMES UNDER COMTRAC

PROGRAMME FEE

- Fee is payable to SURUHANJAYA SYARIKAT MALAYSIA.
- Admittance to training programme shall be granted only upon registration and full payment is received.

PAYMENT MODE

- Registrations and payment for training programmes MUST be made through online at e-COMTRAC (<https://e-comtrac.ssm.com.my>). Upon submitting the registration application, participants are deemed to have read and accepted the terms and conditions herein.
- Payment by cash and cheque is not acceptable effective from January 2021.

CLASSROOM TRAINING

- For classroom-based training, a confirmation e-mail will be sent to participants at least 1 working day prior to the programme.
- Participants are required to present Malaysia's identification card (MyKAD/NRIC) and foreign participants are required to present passport at the registration counter for verification and admission to training programme.
- Admittance may be denied upon failure to present identification card / passport.

WEBINAR ACCESS LINK

- A notification e-mail with the webinar access link will be sent to participants at least 1 working day prior to the webinar.
- The access link is unique for registered participants and should not be forwarded or shared with others.

CERTIFICATE OF ATTENDANCE

- Upon full attendance of the programme and payment is received, participants will be issued an e-Certificate of Attendance. For this purpose, it is imperative to fill in the email address correctly.
- Participants can download the e-Certificate of Attendance from e-COMTRAC platform in three (3) working days after the programme. Please take note that the certificate is available for download up to 30 days from the conclusion of the programme. An administrative fee of RM30.00 per copy is chargeable for downloading the certificate after the 30th day and for any replacement of certificate due to errors in name or identification card number wrongly filled by participant / representative during registration or loss of certificate, etc.

CANCELLATION / ABSENT

- No refund will be given to participants who failed to attend the programme.
- Replacing registered participant is not allowed.

TRANSFER

Transfer of registration fee to another training programme is not allowed.

PERSONAL DATA PROTECTION NOTICE

Your personal data and other information provided in this application and including any additional information you may subsequently provide, may be used and processed by COMTRAC/SSM as a reference in future to communicate with you on our training programmes/events. In line with the Personal Data Protection Act 2010, we wish to obtain your agreement and consent for using your personal data. If you do not consent to the processing and disclosure of your personal data, you should send an e-mail to us at comtrac@ssm.com.my.

HUMAN RESOURCES DEVELOPMENT CORPORATION

SSM is registered as a training provider with HRD Corp under GOV1000117857. All trainings are claimable under SBL Scheme subject to HRD Corp approval. Participant's employer needs to apply for grant at least one day before the commencement of training.

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DISCLAIMER

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All information contained in the brochure is correct and accurate at the time of publication.

COMPANIES COMMISSION OF MALAYSIA TRAINING ACADEMY & KNOWLEDGE MANAGEMENT DIVISION

Companies Commision of Malaysia

Level 12, Menara SSM@Sentral
No.7, Jalan Stesen Sentral 5
Kuala Lumpur Sentral
50623 Kuala Lumpur

 +603 2299 5498 / 4441 / 5308

 +603 2299 4451 / 4452

 comtrac@ssm.com.my