

PARTNERSHIP AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Partner A: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Partner B: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. BUSINESS AND CONTRIBUTIONS

Partnership name, business and principal office: [DETAILS]. Start date and intended duration: [DETAILS]. Each partner's cash, assets or services contributed, value, due date and ownership share: [LIST]. Additional funding requires [APPROVAL RULE]. Registration and tax arrangements: [DETAILS].

2. MANAGEMENT

Day-to-day authority and spending limits: [DETAILS]. Reserved decisions and voting threshold: [LIST]. No partner may borrow, guarantee debt or dispose of major assets without [APPROVAL]. Partner duties, working commitments and conflicts process: [TERMS].

3. MONEY AND RECORDS

Profit and loss allocation: [PERCENTAGES]. Drawings, reserves and distribution schedule: [DETAILS]. Bank signatories: [NAMES / LIMITS]. Accounting method, year-end, records access and tax preparation: [DETAILS]. A profit share alone does not limit personal liability.

4. OWNERSHIP AND CONFIDENTIALITY

Business assets and project intellectual property belong to [PARTNERSHIP / IDENTIFIED OWNER]. Pre-existing rights and permitted licenses: [LIST]. Each party must use the other's non-public business information only for this engagement, protect it with reasonable care, and disclose it only to people who need it and are bound to protect it. This excludes information already lawfully known, independently developed, lawfully received elsewhere, or public without breach. Required or protected disclosures are not prohibited. On request, return or delete information, except records required by law, which remain protected.

5. CHANGES, EXIT AND DEADLOCK

Admission, retirement, death or incapacity procedure: [TERMS]. Buyout valuation date, independent valuation process and payment terms: [DETAILS]. Deadlock process: [DISCUSSION / MEDIATION / BUYOUT STEPS]. Dissolution triggers, debt payment order, winding-up manager and remaining asset distribution: [DETAILS].

6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Partner A: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Partner B: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]