

BUSINESS PARTNERSHIP AGREEMENT

Location: _____ Date: _____

PARTIES:

Partner 1 Full Name: _____

Address: _____

Contact Info (Phone/Email): _____

Partner 2 Full Name: _____

Address: _____

Contact Info (Phone/Email): _____

RECITALS:

WHEREAS, the Partners desire to associate themselves as partners in a business pursuant to the laws of England and Wales, and to set forth the terms and conditions of their partnership agreement.

1. FORMATION OF PARTNERSHIP

The Partners hereby form a partnership (the "Partnership") pursuant to the Partnership Act 1890 and other applicable laws of England and Wales. The Partnership shall engage in the conduct of the business described herein.

2. NAME OF PARTNERSHIP

The name of the Partnership shall be determined by mutual agreement of the Partners and shall be used in all business operations and transactions.

3. BUSINESS PURPOSE

The Partnership is established to carry on the business of [insert business description] and any other activities which the Partners may agree upon in writing.

4. PRINCIPAL PLACE OF BUSINESS

The principal office of the Partnership shall be at such place as the Partners shall designate.

5. CAPITAL CONTRIBUTIONS

Each Partner shall contribute capital to the Partnership as agreed. No additional contributions shall be required unless unanimously agreed by all Partners.

6. PROFITS AND LOSSES

Profits and losses of the Partnership shall be shared equally between the Partners, unless otherwise agreed in writing.

7. MANAGEMENT AND VOTING

Each Partner shall have equal rights in the management and conduct of the Partnership business. Decisions shall be made by unanimous consent unless otherwise specified.

8. BANK ACCOUNTS

All funds of the Partnership shall be deposited in its name in such bank accounts as the Partners shall agree upon.

9. PARTNER AUTHORITY

No Partner shall have authority to bind the Partnership by any contract or engagement without the prior consent of the other Partner(s), except as otherwise agreed.

10. BOOKS AND RECORDS

The Partnership shall maintain accurate and complete books and records of its business, which shall be available to all Partners at reasonable times.

11. FISCAL YEAR

The fiscal year of the Partnership shall end on the 31st day of December each year.

12. BANKING AND FINANCIAL MATTERS

All Partnership funds shall be used solely for Partnership business. Withdrawals and expenditures require consent of both Partners.

13. PARTNER WITHDRAWAL AND DISSOLUTION

Any Partner may withdraw from the Partnership upon providing written notice to the other Partner(s). The Partnership may be dissolved by mutual agreement or upon the occurrence of events specified by law.

14. DISTRIBUTIONS UPON DISSOLUTION

Upon dissolution, assets shall be liquidated and distributed first to pay Partnership debts and liabilities. Remaining assets shall be distributed equally among the Partners unless otherwise agreed.

15. CONFIDENTIALITY

Each Partner agrees to keep confidential all Partnership information not publicly available and to use such information solely for Partnership purposes.

16. NON-COMPETITION

During the term of this Agreement and for a period of one year after termination, no Partner shall engage in any business that competes directly with the Partnership within the United Kingdom.

17. DISPUTE RESOLUTION

Any disputes arising out of or relating to this Agreement shall be resolved first by mediation, and if unresolved, by arbitration in London under the Arbitration Act 1996.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

19. AMENDMENTS

This Agreement may be amended only by a written instrument signed by all Partners.

20. SEVERABILITY

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

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Partners with respect to the Partnership and supersedes all prior agreements and understandings.

22. NOTICES

All notices under this Agreement shall be in writing and delivered personally, by courier, or by registered mail to the addresses set forth above.

23. COUNTERPARTS

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

24. EXECUTION

The Partners have executed this Agreement as of the date first above written.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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