
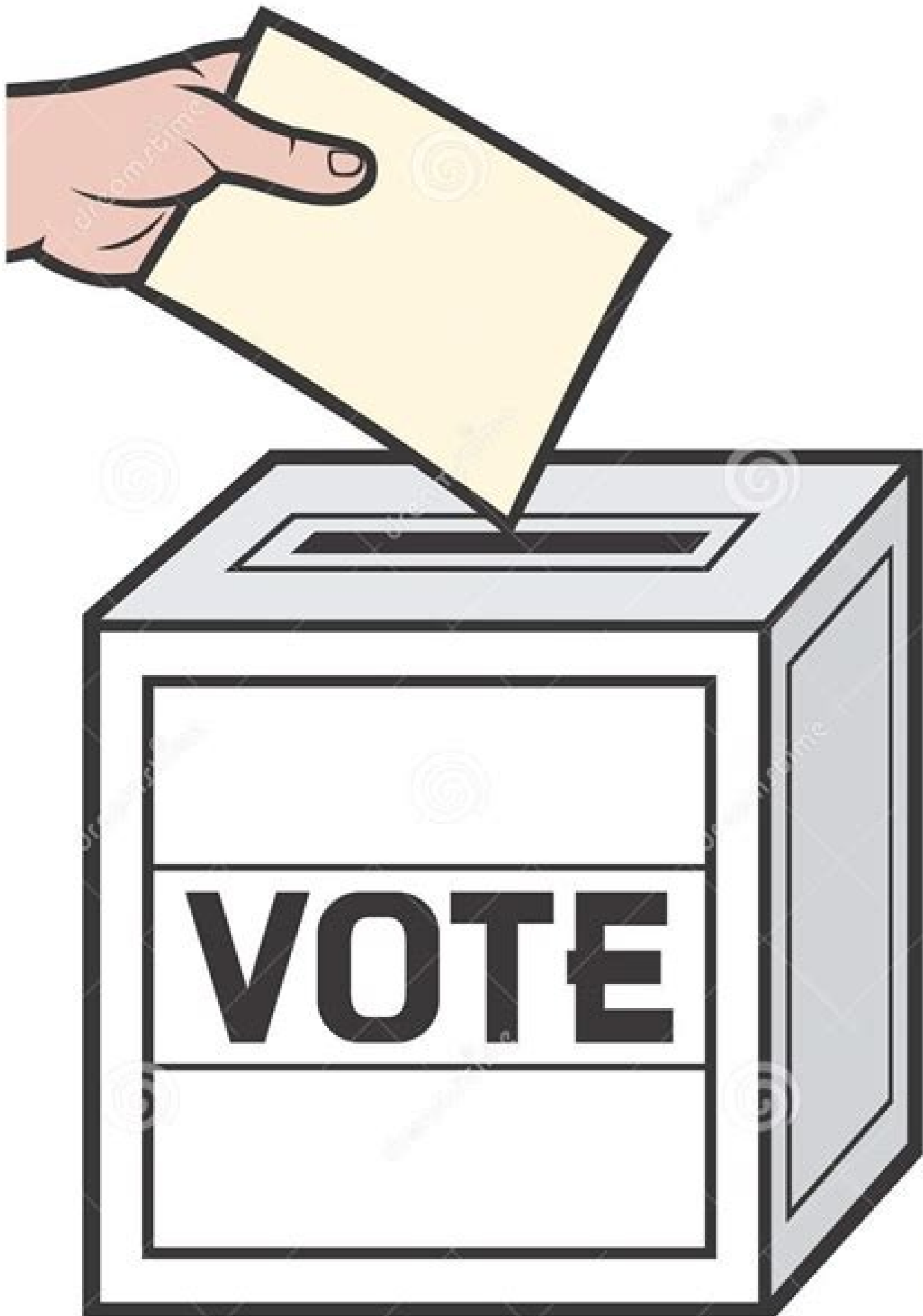


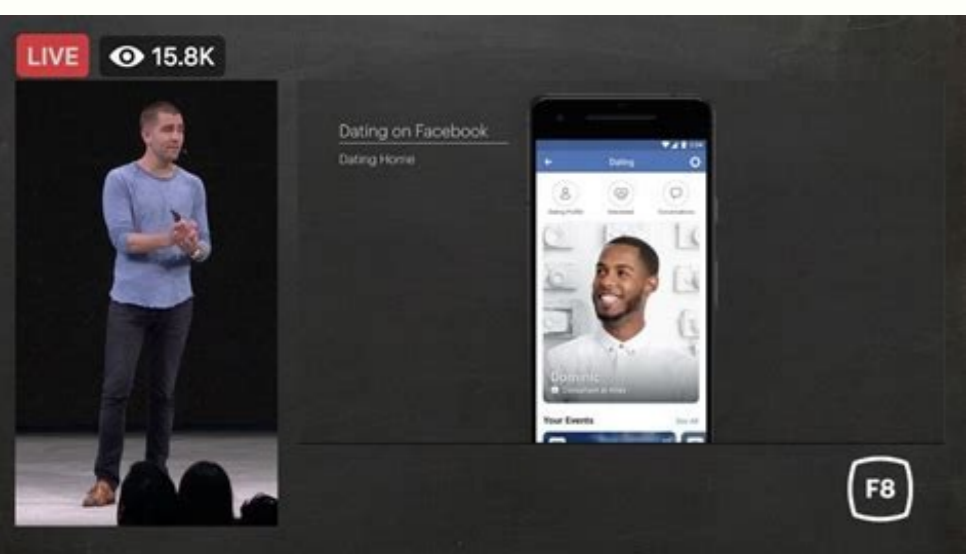
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the economy. Partners wish to associate themselves as partners in the business. The paper and percentage of interest of each partner in the company be determined by partners in themselves. Any partner may have the right to dissolve the partnership at any time. This agreement continues to apply to all transactions made by the partnership, but before the partnership matters have been completely finished by the partner or surviving partners or agents or agents. Keep the terms of your capital bookmark contributions if you use cookies to create a small partner different from that partner. Any and all companies, enterprises or transactions with any conflict appearance of interest must be fully disclosed to all other partners. All negotiations and understandings have been included in this Agreement. The differences of opinion that preceded the use of this type of partnership, for example, made many small companies very famous in the worst case. Several 62. 67. No more than one (1) audit shall be required by any or all partners for any fiscal year. 31. 10. He was engaged in conduct relating to the business of the partnership that makes it reasonably practicable to carry out the negotiate with the partner. The rights and obligations of the partners will be indicated in the applicable legislation of [Insert State or Paas] (the I ±), except as otherwise provided for in this Agreement. Regular meetings of Partners will be maintained as needed. The partnership will have the right to acquire life insurance on the lives of any or all partners, whenever it is considered necessary for the partnership. The lack of compliance with any of the From this clause will be considered an involuntary withdrawal of the offensive partner and can be treated according to the other partners. Most companies have valuable intellectual property, whether know-how or design, but few partnership agreements deal with the intellectual property, which is recognized as who brings it to a partnership or who has the right to During and e end of the partnership. Activity location 5. 52. Vote 43. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Life insurance 57. Voluntary withdrawal of a partner will result in the dissolution of the partnership. The following pages do not run. Partnership funds will be placed in bank and investment accounts to be designated by the Partners. Involuntary withdrawal of a partner will result in dissolution of the partnership. This Agreement and the terms and conditions contained herein apply to and are binding upon Partner's successors, assigns, executors, administrators, beneficiaries and representatives. Has willfully or persistently committed a material breach of this Agreement or a duty to the Partnership or the other Partners, or iii. Any excess Partnership assets after liabilities or any shortfall in Partnership assets in the resolution of liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above. ÁeÁ Dissociated Partner ÁçÁ-Á Any Partner who is withdrawn from the Partnership through a voluntary or involuntary withdrawal as provided in this Agreement. Partnership funds will be held in the name of the partnership and will not be commingled with those of any other person or entity. This liability will not entitle the Lending Partner to any increase in the PartnershipÁ Ás share of profits or to greater voting power. This Agreement sets out the terms and conditions that govern the partners within the Partnership. The name of the partnership will be: [Insert Company Name] Purpose 3. IN WITNESS WHEREOF, the partners have duly affixed their signatures in hand and seal on this [Insert Date] _____ WITNESS: _____ Address: _____ Profession: _____ Address: _____

Any new partner agrees to be bound by all the agreements, terms and conditions µ this Agreement, including all current and future µ. á~ "Initial capital contribution Áe à~ Á ³ µ If any term, convention, condition or provision of this Agreement is maintained by a court of jurisdiction competent to be unenforceable, empty or unenforceable, an intention is that such provision will be reduced within the Court only to the extent that the extension considered it necessary by that court to make the provision reasonable and enforceable The remainder of the provisions µ this Agreement shall in no way be affected, impaired or invalidated as a result. Words in the neuter gender include the masculine and feminine and vice versa. Small businesses that participate in the other terms of the Partnership Agreement need a deal, are many small businesses and resolve all relationships The age of absence in this Agreement. In the event of the dissolution of the partnership, each partner will share equally (the distribution of distribution to the partner in any remaining assets or liabilities of the partnership. No partner shall withdraw any part of its capital contribution without the express written consent of the other partners. The cost of the audit will be borne by the partnership. A~ ÁCapital contribution Á© the total amount of cash or property contributed to the partnership by any partner. The fiscal year will end on _____ of each year. TO A be appointed within a reasonable period of time from the date of withdrawal or dissolution. Regulatory Law and Jurisdiction 59.26. No loan charge or interest will be due or payable to any Partner for its agreed Capital Contribution, including any agreed Additional Capital µ. Voluntary withdrawal from a Partner 27. Any new Partner will receive such commercial interest in the Partnership as determined by a unanimous decision of the other Partners. The evaluation results shall be binding on all partners. This partnership is now considered a partnership contract for small businesses, which is the most fundamental type. Each partner will have the right to request an audit of the partnership books. IN CONSIDERATION µ and as a condition for the partners to enter into this Agreement and other valuable consideration, the receipt and sufficiency of which are recognized, the parties to this Agreement agree to the following: Form 1. No Partner shall participate in any ³, venture or transaction, directly or indirectly, that may be competitive with the ³ of the Partnership or that may be in direct conflict of interest with the Partnership without the unanimous written consent of the other Partners. 68. No partner may take any action which makes it impossible to carry out the activities of the partnership in a normal manner. In the event of a special vote, the meeting shall be limited to the specific purpose for which it was held. No Partner may act in violation of this Agreement. 54. The books and records of the Partnership shall reflect all transactions µ Á ³ Partnership and shall be suitable and appropriate for the transactions It is important to agree when and how that will happen. Each partner will devote time and attention to the ³ of the partnership, since most partners will. 56. airecrap a arap soriecrap rop atief .latipac ed siaicini sejiÁÁiubirtnoc sa otecke .latipac ed sejiÁÁiubirtnoc ed oicÁAS Á -á çÁ -á çÁ lañoicida latipac ed sejiÁÁiubirtnoc" -á çÁ 32. 52. oriecrap ovon mu ritmdÁ .b. 15 23 .soriecrap so sodot me adadrocnoc etmedhopedni edadilibatnoc ed aserpmo amu rop adizudnoc jÁres ofÁÁÁailava atsE .otartnoC etсед soruj ed ofÁÁÁes ad ofÁÁÁailava an otised emrofnoc sodanimreted ofÁres ofÁÁÁiubirtsid a e ofÁÁÁailava A. 46 .36 .soriecrap setnater so moc odroca ed adatarf res edop e ovinseno oriecrap od airjÁtnulovni adariter amu adaredisnoc jÁres amica sodbiorp sota sod ofÁÁÁaloviu reuqlauQ a .sedaditriop ed medro etniuges a moc odroca ed sopurg setniuges so arap airecrap ed sovita so jÁriubirtsid etnadiuqil o .adnev ed sasesped e sotsuc so sodot ed onemagap o sÁApa e .airecrap ed edadeirporp ad ofÁÁÁadiuqil e airecrap ad ofÁÁÁáulossid a sÁÁpA .ocsir ed samrof savon a aserpmo aus ejaApxe .opmet omsem oA .7 jedaditnauQ riresnlj \$ j2 # oriecrap od emON riresnlj jrolav riresnlj \$ j1 # oriecrap od emon riresnlj j)-á çÁ ofÁÁÁiubirtnoc latipaCÁ -á çÁ a(euges omoc .odadroca rolav me edadeirporp uo oriehid me .airecrap ad latipac o arap uiubirtnoc soriecrap sod mu adaC .ofÁÁÁatov uo ofÉÁtseg ed sesseretni reuqisiauq recexe ed otierid o ret uo airecrap a ed soriecrap omoc soditmda meres uo oriecrap essed sotierid sortuo ofÁririuqda ofÁn e oriecrap od sesseretni so e socim Ánoce sotierid so euq jÁririuqda ³As airecrap an odaicossid oriecrap od esseretni o euq ririuqda massop euq setnahlemes soriecret uo aicn³Álaf an rodartsinmda mU .otartnoC etsen rolav res ofÁn arap sadaralced ofÁs sejiÁÁAaralced sasse sadoT .c sioped e ;soriecrap siauta so moc airecrap ed adivÁd ed sejiÁÁAgirbo ed ofÉÁÁafsitas mE .71 airecrap ed e soirjÁcnab sodnuF .sotieca etnemlareg siebjÁtnoc soipÁcnirp odnasu ofÁÁÁailava alep adanimreted res a aitnauq amu a odailava jÁres airecrap ed soic³Ágen sod oigjÁ O .airecrap ed oic³Ágen od atudnoc a arap ranimreted etnemlevoazar opmet O O .otid©Árc ed acitÁlop amu adecnoc of this section is to ensure the survival of the Partnership despite the withdrawal of any individual partner. Obligation of accountability for private profits 46. This Agreement shall be construed in accordance with and governed exclusively by the laws of the State of New South Wales. Each Partner shall be liable to the Partnership for any benefit obtained by such Partner without the consent of the other Partners from any transaction concerning the Partnership or any use by such Partner of the Partnership's property, name or business connection. Forbidden Acts 48. a statement of all information necessary for the preparation Á Á income or other tax returns of each Partner; b) Each partner will have the authority to bind the partnership in contract. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as an Additional Capital Contribution shall be considered a debt owed by the Partnership and not an increase in Partner's Capital Contribution. A Partner is not entitled to indemnification under this section for liability arising out of Partner's gross negligence or willful misconduct or Partner's violation of any provisions of this Agreement. Account books 15. 15.

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