

PARTNER AGREEMENT

Location: _____ Date: _____

Partner A Information:

Full Name / Entity Name: _____

ABN / ACN / Identification Number: _____

Address: _____

Phone/Email: _____

Partner B Information:

Full Name / Entity Name: _____

ABN / ACN / Identification Number: _____

Address: _____

Phone/Email: _____

Partnership Details:

Business Name: _____

Nature of Business: _____

Principal Place of Business: _____

Capital Contributions and Profit Sharing:

Partner A Contribution: _____

Partner B Contribution: _____

Profit and Loss Sharing Ratio: _____

Clause 1 – Formation of Partnership

The Partners hereby form a partnership pursuant to the Partnership Act 1895 (WA) as amended, and any other relevant legislation in Australia. The partnership shall operate under the business name and for the purposes set forth herein.

Clause 2 – Term

This Partnership Agreement shall continue until terminated in accordance with the provisions herein.

Clause 3 – Capital Contributions

Each Partner shall contribute the capital as specified above. Additional contributions, if any, shall require unanimous consent.

Clause 4 – Profit and Loss Sharing

Profits and losses shall be shared by the Partners in the ratio specified above, unless otherwise agreed in writing.

Clause 5 – Management and Authority

Each Partner shall participate in the management of the partnership business. No Partner shall bind the partnership without the consent of the other, except in the ordinary course of business.

Clause 6 – Banking

All partnership funds shall be deposited in the partnership's name in such bank accounts as agreed by the Partners. Withdrawals and payments require the signatures of authorized Partners.

Clause 7 – Books and Records

Accurate books and records of the partnership shall be kept and be available for inspection by any Partner upon reasonable notice.

Clause 8 – Accounting and Auditing

The partnership's accounts shall be prepared annually and audited or reviewed as agreed by the Partners.

Clause 9 – Partner's Drawings

Partners may withdraw funds as drawings in accordance with the profit-sharing ratio and subject to available funds.

Clause 10 – Meetings

Regular meetings shall be held for the conduct of partnership business. Notice of meetings shall be given to all Partners.

Clause 11 – Admission of New Partners

No person shall be admitted as a Partner without the unanimous consent of the existing Partners.

Clause 12 – Retirement and Expulsion

Partners may retire or be expelled in accordance with the provisions of this Agreement and relevant law.

Clause 13 – Dissolution

The partnership may be dissolved in accordance with the terms herein or by operation of law, with assets to be distributed after payment of liabilities.

Clause 14 – Confidentiality

All Partners agree to keep confidential any information relating to the partnership and its business affairs.

Clause 15 – Dispute Resolution

Any disputes arising between the Partners shall be resolved by mediation or arbitration in accordance with Australian law.

Clause 16 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Australia and the State or Territory specified herein.

Clause 17 – Notices

All notices under this Agreement shall be in writing and deemed duly served if delivered personally, sent by prepaid post, or electronic means to the addresses provided.

Clause 18 – Entire Agreement

This document constitutes the entire agreement between the Partners relating to the partnership and supersedes all prior agreements.

Clause 19 – Amendments

Any amendment to this Agreement shall be in writing and signed by all Partners.

Clause 20 – Counterparts

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

PARTNER A SIGNATURE

PARTNER B SIGNATURE

Signature: _____

Signature: _____

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