

# Silent Partner Agreement

This Silent Partner Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, by and between:

- **Active Partner:** \_\_\_\_\_
- **Silent Partner:** \_\_\_\_\_

Collectively referred to herein as the "Parties".

## 1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Silent Partner shall invest in the business operated by the Active Partner and remain a non-managing, silent participant.

## 2. Contribution

The Silent Partner agrees to contribute the amount of \$\_\_\_\_\_ to the business.

## 3. Profit and Loss Sharing

Profits and losses shall be shared as follows:

- Active Partner: \_\_\_\_\_ %
- Silent Partner: \_\_\_\_\_ %

## 4. Role of Silent Partner

The Silent Partner shall not participate in the day-to-day management or operations of the business and shall have no authority to bind or represent the business in any contracts or agreements.

## 5. Confidentiality

The Silent Partner agrees to keep all information regarding the business confidential.

## 6. Term and Termination

This Agreement shall commence on the date first written above and shall continue until terminated by mutual agreement of the Parties or in accordance with the terms herein.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## 8. Entire Agreement

This document represents the entire agreement between the Parties and supersedes all prior discussions, agreements, or understandings.

---

Active Partner Signature

Date: \_\_\_\_\_

---

Silent Partner Signature

Date: \_\_\_\_\_