

# JOINT VENTURE LLP PARTNERSHIP AGREEMENT

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This Joint Venture LLP Partnership Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, by and between:

1. \_\_\_\_\_, an LLP organized and existing under the laws of \_\_\_\_\_, with registered office at \_\_\_\_\_ ("Partner 1");
2. \_\_\_\_\_, an LLP organized and existing under the laws of \_\_\_\_\_, with registered office at \_\_\_\_\_ ("Partner 2");

(Hereinafter collectively referred to as the "Parties")

## 1. PURPOSE

The Parties hereby form a joint venture under the name \_\_\_\_\_ LLP ("JV") for the purpose of: \_\_\_\_\_.

## 2. TERM

This Agreement shall commence on \_\_\_\_\_ and shall continue in effect until terminated in accordance with the provisions herein.

## 3. CAPITAL CONTRIBUTIONS

The initial capital contributions of each Partner shall be:

- Partner 1: \_\_\_\_\_
- Partner 2: \_\_\_\_\_

## 4. PROFIT AND LOSS SHARING

Profits and losses shall be allocated as follows:

- Partner 1: \_\_\_\_\_ %
- Partner 2: \_\_\_\_\_ %

## 5. MANAGEMENT

Management and control of the JV shall be vested in: \_\_\_\_\_

## 6. BANK ACCOUNT

The JV shall operate under a designated bank account maintained at:

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## **7. CONFIDENTIALITY**

Each Party agrees to maintain confidentiality regarding all proprietary information of the JV and the other Party.

## **8. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that it is duly organized and in good standing, and has the right to enter into this Agreement.

## **9. TERMINATION**

This Agreement may be terminated by:

- Mutual written consent of the Parties;
- Material breach of this Agreement by either Party;
- Other: \_\_\_\_\_

## **10. GENERAL PROVISIONS**

- **Governing Law:** \_\_\_\_\_
- **Dispute Resolution:** \_\_\_\_\_
- **Notices:** \_\_\_\_\_

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Partner 1:

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

Partner 2:

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