

JOINT VENTURE LLP PARTNERSHIP AGREEMENT

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: _____

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:** _____
-
-

Partner 1:

Date: _____

Partner 2:

Date: _____