

PARTNERSHIP AGREEMENT

Location: _____ Parties: _____

Partner Information:

Full Legal Name: _____

Business Registration Number (if applicable): _____

Address: _____

Phone / Email: _____

Recitals

WHEREAS, the Partners desire to associate themselves as partners for the purposes set forth in this Agreement and to define the terms under which the Partnership shall operate; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Partners agree as follows:

1. Formation

The Partners hereby form a partnership pursuant to the laws of Canada to conduct business under the terms specified in this Agreement.

2. Name and Business

The Partnership shall operate under the name agreed upon by the Partners and shall engage in any lawful business activity agreed by the Partners.

3. Term

The Partnership shall commence upon execution of this Agreement and shall continue until terminated as provided herein.

4. Capital Contributions

Each Partner shall contribute the agreed capital in cash, property, or services as described in attached schedules. Additional contributions shall require unanimous consent.

5. Profit and Loss Sharing

Profits and losses of the Partnership shall be shared among the Partners in the proportions set forth herein unless otherwise agreed in writing.

6. Management and Authority

Each Partner shall have equal rights in the management and conduct of the Partnership business. Decisions shall be made by majority vote unless otherwise specified.

7. Banking

All Partnership funds shall be deposited in the Partnership's bank accounts. Withdrawals shall require authorization from designated Partners.

8. Books, Records, and Accounting

The Partnership shall maintain complete and accurate books and records. Financial statements shall be prepared annually and made available to all Partners.

9. Partner's Duties and Restrictions

Partners agree to devote necessary time and effort to the Partnership affairs and refrain from activities that conflict with the Partnership's interests.

10. Admission of New Partners

New Partners may be admitted only with the unanimous consent of existing Partners and upon executing a written agreement to be bound by this Agreement.

11. Withdrawal or Retirement

A Partner may withdraw or retire upon giving written notice to the other Partners. The Partnership shall be dissolved or continue as agreed under the terms herein.

12. Dissolution and Winding Up

The Partnership may be dissolved by unanimous consent, upon occurrence of specified events, or by operation of law. Procedures for winding up shall comply with applicable laws.

13. Distribution of Assets

Upon dissolution, assets shall be liquidated, debts and liabilities paid, and remaining assets distributed to Partners in accordance with their respective interests.

14. Confidentiality

Partners agree to keep confidential all non-public information relating to the Partnership and its business affairs both during and after the term of the Partnership.

15. Dispute Resolution

Any dispute arising under or in connection with this Agreement shall be resolved by mediation, and if unsuccessful, by arbitration in accordance with Canadian arbitration laws.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory.

17. Amendments

This Agreement may be amended only by a written instrument signed by all Partners.

18. Entire Agreement

This Agreement constitutes the entire agreement of the Partners and supersedes all prior agreements or understandings.

19. Severability

If any provision of this Agreement is found invalid or unenforceable, the remainder shall continue in full force and effect.

20. Notices

All notices under this Agreement shall be in writing and delivered personally, by mail, courier, or electronic means to the addresses of the Partners as provided.

21. Counterparts

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

22. Signatures

The undersigned Partners have executed this Agreement as of the date set forth in their respective signatures below.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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