# BUSINESS PARTNERSHIP AGREEMENT

Location: _____ Date: _____

**PARTIES:**

This Business Partnership Agreement (the "Agreement") is entered into by and between:

Partner 1 Name: _____

Address: _____

Contact Details: _____

Partner 2 Name: _____

Address: _____

Contact Details: _____

**RECITALS:**

WHEREAS, the Partners desire to associate themselves as partners in business according to the terms set forth in this Agreement; and WHEREAS, the Partners intend to conduct business in accordance with the laws of Australia and in a manner that is legally compliant;

**1. FORMATION AND NAME:**

The Partners hereby form a partnership pursuant to the Partnership Act 1892 (Cth) of Australia, or as amended. The partnership shall conduct business under the name agreed upon by the Partners and registered according to applicable Australian laws.

**2. BUSINESS PURPOSE:**

The purpose of this partnership is to engage in lawful business activities as agreed by the Partners, including, but not limited to, the business operations described in the attached Schedule A.

**3. CAPITAL CONTRIBUTIONS:**

Each Partner shall contribute capital to the partnership as set forth in the attached Schedule B. Additional contributions shall be made only with the consent of all Partners.

**4. PROFITS, LOSSES AND DISTRIBUTION:**

Profits and losses of the partnership shall be shared equally unless otherwise agreed in writing. Distributions shall be made at such times and in such amounts as agreed by the Partners.

**5. MANAGEMENT AND OPERATION:**

All Partners shall participate in the management and control of the partnership business. Decisions shall be made by unanimous consent unless otherwise specified in this Agreement.

**6. BANK ACCOUNTS AND RECORDS:**

Partnership funds shall be deposited in one or more accounts in the name of the partnership. Complete and accurate financial records shall be maintained and accessible to all Partners.

**7. PARTNER WITHDRAWAL AND DISSOLUTION:**

A Partner may withdraw from the partnership pursuant to terms agreed by all Partners. The partnership may be dissolved in accordance with applicable laws and the terms set forth herein.

**8. CONFIDENTIALITY:**

Each Partner agrees to keep confidential all business information and trade secrets of the partnership, both during and after the term of this Agreement.

**9. NON-COMPETE:**

During the term of the partnership and for a period of 12 months following its termination, no Partner shall engage in any business competitive with the partnership within Australia.

**10. DISPUTE RESOLUTION:**

Any dispute arising out of or relating to this Agreement shall be resolved first by good faith negotiation between the Partners. If unresolved, the dispute shall be submitted to mediation in accordance with the Australian Mediation Association rules, and if still unresolved, to binding arbitration in Australia.

**11. GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of Australia.

**12. AMENDMENTS:**

No amendment or modification of this Agreement shall be effective unless in writing and signed by all Partners.

**13. SEVERABILITY:**

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

**14. ENTIRE AGREEMENT:**

This Agreement, including all attached Schedules, constitutes the entire agreement between the Partners and supersedes all prior discussions, agreements, or understandings.

| PARTNER 1 SIGNATURE | PARTNER 2 SIGNATURE |
| --- | --- |
| Signature: _____ | Signature: _____ |

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