

PARTNERSHIP AGREEMENT

Partnership agreement entered into between:

(full name and registration number)

("the First Partner")

and

(full name and registration number)

("the Second Partner")

and

(full name and registration number)

("the Third Partner")

Whereby it is agreed as follows:

1. Interpretation and preliminary

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of this agreement.

1.1 the following terms shall have the meanings assigned to them hereunder:

1.1.1 "the Effective Date" means _____ (date from which partnership is to take effect);

1.1.2 "Participation Ratio" means the following ratios:

1.2.2.1 The First Partner _____ (first ratio)

1.2.2.2 The Second Partner _____ (second ratio)

1.2.2.3 The Third Partner _____ (third ratio)

1.1.3 "The Partners" means _____ (names of partners)

1.1.4 "the Partnership" means the partnership constituted on the effective date between the partners, the terms of which are recorded in this agreement;

2. Constitution of partnership

The Partners agree with effect from the Effective Date to carry on the business of

(describe business),

In a partnership under the name

_____ (name of partnership)

3. Duration

3.1 The Partnership will commence on the Effective Date and shall continue indefinitely subject to the right of any partner to withdraw from the Partnership by giving not less than _____ (specify) written notice to the other partners

- 3.2 The Partners agree that the Partnership shall not terminate by reason of the death of any partner but shall continue between the surviving partners and the estate of the deceased partner.

4. Capital accounts

- 4.1 Each partner shall have a capital account in the books of the Partnership recording the capital contributed and any other capital payment or withdrawal from time to time by such partner. A partner shall not be entitled to withdraw any amount standing to the credit of its capital account without the prior written consent of the other partners.

- 4.2 The capital contributions due by the Partners are as follows:

- 4.2.1 TheFirstPartner:

(descriptions of capital contributions and if necessary their values)

- 4.2.2 TheSecondPartner:

_____ (descriptions
of capital contributions and if necessary their values)

- 4.2.3 TheThirdPartner:

(descriptions of capital contributions and if necessary their values)

5. Loan accounts

Each partner shall have a loan account in the books of the Partnership which shall reflect any loans made to the Partnership.

6. Financial year

The financial year of the Partnership shall end on the last day of _____(specify) in each year.

7. Banking account

The banking account of the Partnership shall be in the name of the Partnership at _____(name of bank and branch)

8. Books and records

_____(Name of partner responsible for keeping books and records) shall keep proper books and records of all transactions concerning the Partnership. Such books and records shall be audited annually by the Partnership's auditors.

9. Financial statements

As soon as possible after the end of each financial year of the Partnership, a balance sheet and income statement shall be audited by the auditors of the Partnership.

10. Auditors

The auditors of the Partnership shall be _____
(name of auditors) unless the Partners otherwise agree in writing or so resolve.

11. Good faith

Each of the Partners shall owe to the others a duty of the good faith and be obliged to devote itself to the progress and welfare of the Partnership.

12. Management

Each of the Partners shall be entitled to participate in the management of the business.

13. Duties of partners

No partner shall without the prior written consent of the other Partners:

14. Voting and resolutions

- 14.1 Each partner shall be entitled to that number of the total votes as its Participation Ratio bears to all the participation ratios.
- 14.2 Resolutions, in order to be of force and effect must be approved by a majority of the Partners (or “Partners holding a majority of the votes”).

15. Profits and losses

Any profits or losses of the Partnership in respect of its business shall be borne by the Partners in their Participation Ratios.

16. Liquidation of the partnership

In the absence of any written agreement to the contrary between the Partners, upon the dissolution of the Partnership, the business and assets of the Partnership shall be liquidated.

17. Breach

If any partner breaches any material provision or term of this agreement and fails to remedy such breach within _____(specify) days of the date of receipt of written notice requiring it to do so or within such further period of time as may be reasonable in the circumstances or after 3 (three) warnings from the other partners, then the aggrieved partners shall be entitled without notice, in addition to any other remedy available to them at law or under this agreement, including obtaining an interdict, to cancel this agreement against the defaulting partner and acquire the

defaulting partner's share of the assets and liabilities or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved partners' rights to claim damages.

18. Whole agreement

This agreement constitutes the whole agreement between the parties relating to the subject matter hereof.

19. Domicilium citandi et executandi

19.1 The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

19.1.1 TheFirstPartner:

(full postal and physical address)



19.1.2 TheSecondPartner:

(full postal and physical address)

19.1.3 TheThirdPartner:

(full postal and physical address)

20. Costs

The costs of and incidental to the preparation and execution hereof shall be borne by the Partners in their respective Participation Ratios.

SIGNED at _____(place) on this _____(day,
month, year) in the presence of the undersigned witnesses



Witnesses:

1 _____

2 _____

(Signatures of witnesses)

_____(Signature of first partner)

SIGNED at _____ (place) on this _____ (day,
month, year) in the presence of the undersigned witnesses.

Witnesses:

1 _____

2 _____(Signatures of witnesses)

_____(Signature of second partner)

SIGNED at _____(place) on this _____(day,
month, year) in the presence of the undersigned witnesses

Witnesses:

1 _____



2 _____(Signatures of witnesses)

_____(Signature of third partner)