

Partnership Agreement

This Agreement made this _____ day of _____,
_____, by and between _____ (Partner 1) and
_____ (Partner 2)

1. Duration and Termination

The Partnership will commence on the _____ and will continue indefinitely (or for a specified period - please indicate) subject to:

- 1.1 the right of either Partner to withdraw from the Partnership by giving 30 days' written notice to the other Partner;
- 1.2 a mutual agreement of termination;
- 1.3 any other legal factors that compel a dissolution of the partnership;

2. Contributions and Capital Accounts

2.1 Each Partner must contribute to the Partnership as follows:

The First Partner will contribute:

The Second Partner will contribute:

2.2 A Partner's contribution shall be reflected in the Partnership's books of accounts, and a Partner shall not be entitled to withdraw any amount standing to his credit in the Partnership's books of accounts without the prior written consent of the other Partner.

2.3 A contribution shall not bear interest, unless the Partners agree otherwise in writing.

3. Loan Accounts: Each Partner will have a loan account in the books of the Partnership and the books will show any loans made to the Partners.

4. Profit and Loss Allocation: The Partners will share business profits and losses in the same proportions as their contributions to the business.

5. Management of Partnership Business: The Partners will, unless otherwise agreed in writing, have equal management powers and responsibilities in the running of the Partnership business.

6. Addition of a Partner: Unless otherwise agreed in writing, a new Partner may be added to the Partnership by unanimous vote of all Partners.

7. Departure of a Partner: In the event there are more than 2 Partners, a Partner can be expelled by the unanimous vote of the other Partners.

Otherwise, any Partner who leaves voluntarily will give at least 30 days' written notice.

8. Financial Year End: The financial year end of the Partnership shall be the _____

9. Accounts, Financial Statements and the Auditor

9.1 The Partners agree that the _____ Partner will keep proper monthly accounting records of all transactions concerning the Partnership, which records will be accessible to the other Partners on request as well as on a monthly basis.

9.2 Accounting records of the Partnership must be audited annually by the Partnership's auditor.

10. Confidentiality: The Partners agree to protect the Partnership's trade secrets as well as other confidential and/ or sensitive information by not divulging or disclosing these to third parties without the other Partner's written consent.

11. Breach and disputes: If a Partner breaches a material provision of this agreement, and fails to remedy such breach within 10 days of the date of receipt of a written notice from the aggrieved Partner requiring him/her to do so, the aggrieved Partner will be entitled to any remedy available in law (such as an interdict, cancellation, specific performance or claiming damages), without further notice.

12. General

12.1 This agreement constitutes the whole agreement between the Partners and may only be amended if the Partners agree to the amendment in writing and sign there for.

12.2 Each of the Partners confirms that s/he is acting in his/her own right and not as an agent.

12.3 All legal documents, notices or other communications must be delivered to the following addresses, being the respective Partners' *domicilium citandi et executandi*:

THUS DONE AND AGREED ON THIS THE _____ DAY OF _____ 2025

Partner 1:

Company Name- Producer

Company Reg- Co2096/2000

Company Address- P.O. Box 606 ADD
Gaborone,Botswana

Name: _____

Signature _____

Date: _____

ID No: _____

Partner 2:

Company Name-

Company Reg-

Company Address-

Name: _____

Signature _____

Date: _____

ID No: _____