General partnership agreement

of …………

**§ 1**

The appearers:

1) …………………………………………………………………………………………………………,

2) …………………………………………………………………………………………………………,

3) ………………………………………………………………………………………………………….

represent that by the present agreement they establish a general partnership, hereinafter referred to as the “Partnership”.

**§ 2**

The business name of the Partnership is: …………………………………………………………… spółka jawna.

**§ 3**

The seat of the Partnership is: ………………………………………………………………………………………

**§ 4**

The subject matter of the Partnership’s activities is:

1) (PKD …………) ………………………………………………………………………………………

2) (PKD …………) ………………………………………………………………………………………

3) (PKD ………….) ………………………………………………………………………………………

**§ 5**

The partners undertake to pay the following cash contributions equal to PLN ………… (in words: ……………………………………………………………) so that:

1) the ……………………………… partner pays a contribution equal to PLN ………………………

(in words: ……………………………………………………………);

2) the ……………………………… partner pays a contribution equal to PLN ………………………

(in words: ……………………………………………………………);

3) the ……………………………… partner pays a contribution equal to PLN ………………………

(in words: ……………………………………………………………).

**§ 6**

*Option A*

1. The duration of the Company is unlimited.

2. Each partner is entitled to terminate the Partnership agreement six months before the end of the turnover year.

3. The partnership is not dissolved if a partner is deceased, declared insolvent or leaves the partnership.

*Option B*

The Partnership is established for a definite time, until ………………………

**§ 7**

Declarations of will and signatures may be made on behalf of the Partnership by two partners or one partner together with a commercial proxy.

**§ 8**

*Option A*

All partners are entitled to manage the affairs of the Partnership.

*Option B*

The following partners are entitled to manage the affairs of the Partnership:

1) ………………………………………………………………………………………………

2) ………………………………………………………………………………………………

3) ………………………………………………………………………………………………

**§ 9**

*Option A*

Each partner is entitled to an equal share in Partnership profits.

*Option B*

The partners have the following shares in Partnership profits:

1) ……………………………………………………… has a share of ……………………%,

2) ……………………………………………………… has a share of ……………………%,

3) ……………………………………………………… has a share of ……………………%,

*Option A*

**§ 10**

Each partner is obliged to have an equal share in Partnership losses.

*Option B*

Only the following partners have an equal share in Partnership losses:

1) ………………………………………………………………………………………………

2) ………………………………………………………………………………………………

*Option C*

Each partner is obliged to participate in the Partnership losses in proportion to their share in Partnership profits.

*Option A*

**§ 11**

No rights and duties of a partner may be assigned to another person.

*Option B*

All rights and duties of a partner may be assigned to another person.

*Option C*

All rights and duties of a partner may be assigned to another person. The assignment of all rights and duties of a partner does not require the written consent of the remaining partners.

*Option A*

**§ 12**

A change of the partnership agreement requires the consent of all partners expressed in a resolution of the partners to change the agreement.

*Option B*

A change of the partnership agreement requires the consent of all partners expressed in a resolution adopted with the participation of all partners. A change of the partnership agreement does not, however, require the consent of all partners, and the resolution may be adopted by an absolute majority of votes.

**§ 13**

1. The turnover year is the calendar year, subject to item 2.

2. The first turnover year ends on 31 December ………….

Signatures of partners:

1)……………………………………………………………..

2)……………………………………………………………..

3)……………………………………………………………..