

# Limited Partnership Agreement

This Limited Partnership Agreement (the "Agreement") is entered into as of [Date], by and among the following:

- **General Partner:** [General Partner Name], whose principal address is [Address]
- **Limited Partner(s):** [Limited Partner Name(s)], whose principal address is [Address]

## Article 1. Formation

**1.1 Name.** The name of the limited partnership shall be [Startup Name] LP (the "Partnership").

**1.2 Principal Place of Business.** The principal office is located at [Office Address], or such other place as determined by the General Partner.

**1.3 Purpose.** The purpose of the Partnership is to engage in [brief description of business purpose, e.g., software development and related activities].

## Article 2. Capital Contributions

**2.1 Initial Contributions.** Each Partner shall contribute capital as set forth below:

- General Partner: [amount or description of contribution]
- Limited Partner(s): [amount or description of contribution]

**2.2 Additional Contributions.** No Partner is required to make additional contributions without written consent of all Partners.

## Article 3. Allocations and Distributions

**3.1 Profits and Losses.** Profits and losses shall be allocated to the Partners in proportion to their respective capital contributions, unless otherwise agreed in writing.

**3.2 Distributions.** Distributions shall be made at the discretion of the General Partner, subject to available funds.

## Article 4. Management

**4.1 Authority.** Management of the business shall be vested exclusively in the General Partner. Limited Partners shall not participate in control or management of the Partnership business.

**4.2 Actions by Partners.** The General Partner has the authority to bind the Partnership. Limited Partners shall have no authority to act on behalf of the Partnership.

## Article 5. Term and Dissolution

**5.1 Term.** The Partnership shall continue until dissolved according to this Agreement or by law.

**5.2 Dissolution.** The Partnership may be dissolved by:

- Written agreement of all Partners
- The withdrawal, bankruptcy, or dissolution of the General Partner
- Any other event requiring dissolution under applicable law

**5.3 Liquidation.** Upon dissolution, the assets of the Partnership shall be distributed as follows:

1. To pay Partnership liabilities
2. To return capital contributions to the Partners
3. Any remaining assets distributed according to capital accounts

## **Article 6. Miscellaneous**

**6.1 Amendments.** This Agreement can be amended only by a written agreement signed by all Partners.

**6.2 Governing Law.** This Agreement shall be governed by the laws of the State of [State].

**6.3 Entire Agreement.** This document constitutes the entire Agreement among the Parties.

**IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first written above.**

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General Partner: [Name]

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Limited Partner: [Name]