CORPORATE AGREEMENT

Place of Agreement: ______________________________ Effective Date: ____________________

PARTIES:

Company Name: ____

Type of Entity: ____

Principal Place of Business: ______________________________

State of Incorporation: __________________________________

RECITALS:

WHEREAS, the Parties desire to enter into this Agreement to establish their respective rights and obligations with respect to their corporate relationship and business activities; and WHEREAS, the Parties intend this Agreement to be legally binding and enforceable under the laws of the United States.

Article 1 – DEFINITIONS

Defined terms used in this Agreement shall have the meanings set forth herein. Any capitalized terms not defined herein shall have the meanings set forth in the applicable corporate documents or under applicable law.

Article 2 – FORMATION AND PURPOSE

The Parties hereby confirm the formation of the corporation (the “Corporation”) under the laws of the State of __________. The purpose of the Corporation is to engage in lawful business activities as agreed by the Parties and set forth in its organizational documents.

Article 3 – CAPITAL CONTRIBUTIONS

Each Party shall contribute capital to the Corporation as agreed and documented separately. Additional capital contributions shall be made only with unanimous written consent of the Parties.

Article 4 – OWNERSHIP INTERESTS

The ownership interests, voting rights, and profit-sharing of each Party shall be as set forth in the Corporation's governing documents. Transfers of interest are subject to restrictions herein.

Article 5 – MANAGEMENT

The Corporation shall be managed by a Board of Directors and/or officers appointed according to the bylaws. Each Party shall have rights and obligations consistent with their ownership interest.

Article 6 – MEETINGS AND VOTING

Regular and special meetings of the shareholders and directors shall be held as prescribed in the corporate bylaws. Voting procedures shall comply with applicable law and the Corporation's governing documents.

Article 7 – ALLOCATIONS AND DISTRIBUTIONS

Profits, losses, and distributions shall be allocated among the Parties in proportion to their ownership interests, unless otherwise agreed in writing.

Article 8 – TRANSFER RESTRICTIONS

No Party may transfer, sell, pledge, or otherwise dispose of any interest in the Corporation without the prior written consent of the other Parties, except as provided in this Agreement or the governing documents.

Article 9 – CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of all proprietary and confidential information received from the Corporation or other Parties and to use such information solely for the benefit of the Corporation.

Article 10 – NON-COMPETE AND NON-SOLICITATION

During the term of this Agreement and for a period of two (2) years following any withdrawal or termination, no Party shall engage in any business competitive with the Corporation or solicit employees or clients of the Corporation.

Article 11 – REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that this Agreement constitutes a valid and binding obligation.

Article 12 – INDEMNIFICATION

The Corporation shall indemnify and hold harmless the Parties to the fullest extent permitted by applicable law against liabilities incurred in connection with corporate activities, except in cases of gross negligence or willful misconduct.

Article 13 – TERM AND TERMINATION

This Agreement shall continue in effect until terminated by the Parties in accordance with its terms or applicable law.

Article 14 – EFFECT OF TERMINATION

Upon termination, the Parties shall proceed with dissolution, liquidation, or other agreed-upon processes in accordance with applicable law and the Corporation's governing documents.

Article 15 – DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be resolved first by good faith negotiation between the Parties. If unresolved, the dispute shall be submitted to binding arbitration conducted in accordance with the rules of the American Arbitration Association in the State of __________.

Article 16 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of __________, without regard to conflict-of-law principles.

Article 17 – NOTICES

All notices, requests, consents, and other communications shall be in writing and deemed given when delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation.

Article 18 – AMENDMENTS

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

Article 19 – SEVERABILITY

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

Article 20 – ENTIRE AGREEMENT

This Agreement, together with the Corporation's governing documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

Article 21 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Article 22 – SIGNATURES

The Parties have executed this Agreement as of the date first written above by their duly authorized representatives.

COMPANY AUTHORIZED SIGNATURE	PARTNER AUTHORIZED SIGNATURE
Signature: ___________________________	Signature: ___________________________