SIMPLE PROFIT SHARING AGREEMENT

Location: ______________________________ Effective Date: ______________________________

PARTIES:

This Profit Sharing Agreement (the “Agreement”) is entered into by and between:

1. Party A: Full Legal Name ______________________________

Address: ______________________________

Phone/Email: ______________________________

2. Party B: Full Legal Name ______________________________

Address: ______________________________

Phone/Email: ______________________________

RECITALS:

WHEREAS, the Parties desire to enter into a profit sharing arrangement pursuant to the terms and conditions set forth herein; and WHEREAS, the Parties intend that this Agreement be legally binding and enforceable under the laws of the United States of America.

1. Purpose

The purpose of this Agreement is to establish the terms under which the Parties will share profits generated from their joint activities as described herein.

2. Definitions

“Profit” means the net income derived from the joint venture activities after deducting all reasonable and necessary expenses incurred.

3. Term

This Agreement shall commence upon the Effective Date and continue until terminated pursuant to Section 12 below.

4. Profit Sharing

The Parties agree to share profits as follows: Party A shall receive _______ percent (___%), and Party B shall receive _______ percent (___%) of the net profits.

5. Accounting and Records

Accurate books and records shall be maintained, reflecting all income, expenses, and distributions. Each Party shall have the right to inspect such records during normal business hours upon reasonable notice.

6. Contributions

Each Party shall contribute the resources, effort, or capital as agreed separately in writing. Any additional contributions shall require mutual consent.

7. Management

The Parties shall jointly manage the activities related to this Agreement. Decisions shall be made by mutual agreement, and in the event of disagreement, the Parties shall seek mediation.

8. Distributions

Distributions of profits shall be made quarterly, within thirty (30) days following the end of each fiscal quarter, unless otherwise agreed in writing.

9. Taxes

Each Party shall be solely responsible for reporting and paying taxes on their respective share of profits.

10. Confidentiality

The Parties agree to maintain the confidentiality of all information pertaining to this Agreement and the underlying business activities, except as required by law or with prior written consent.

11. Representations and Warranties

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation enforceable against it.

12. Termination

This Agreement may be terminated by mutual written consent or by either Party upon thirty (30) days written notice to the other Party. Upon termination, final accounting and profit distribution shall be conducted promptly.

13. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from any claims, liabilities, losses, or damages arising out of any breach of this Agreement or negligent acts.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States of America without regard to conflict of laws principles.

15. Dispute Resolution

The Parties agree to attempt to resolve disputes through negotiation and mediation prior to pursuing arbitration or litigation.

16. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral.

17. Amendments

Any amendment or modification to this Agreement must be in writing and signed by both Parties.

18. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

19. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

20. Counterparts

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

PARTY A SIGNATURE

Signature: ___________________________

PARTY B SIGNATURE

Signature: ___________________________