

GENERAL PARTNERSHIP AGREEMENT

This agreement ("Agreement") establishes a partnership ("Partnership") between the following parties:

and is undersigned and set forth this (date)_____ of (month)_____, (year)_____.

The undersigned parties hereby agree to the following provisions as conditions of the Partnership:

SECTION 1 -- Partnership Outline

1.1 The Partnership will be named **BLANK**, for the purpose of publishing two issues of **BLANK** as well as any and all collected editions of said Issues and any merchandise specifically related to **BLANK**, and will conduct all business at **BLANK**.

1.2 Partnership will commence on the date listed above, and will end with mutual agreement on a dissolution or death of one or more partners.

SECTION 2 -- Initial Capital

2.1 Each Partner will contribute original capital according to the following rules: See attached pages.

2.2 A separate capital account will be maintained for each Partner.

SECTION 3 -- Interest on Capital

N/A

SECTION 4 -- Shares

ME shall have **65%** partnership in venture.

HIM shall have **35%** partnership in venture.

SECTION 5 -- Accounts/Income

5.1 Each Partner will have an income account in his/her individual name, which shall be separate from the capital account mentioned in Section 2.

5.2 Income and/or salaries will be distributed only after both partners initial investments have been recouped. Payback of initial investments shall be structured chronologically according to when investment was made (see attached pages).

SECTION 6 -- Profits and Losses

6.1 Any profits and/or losses will be distributed and/or debited from a Partner's income account.

SECTION 7 -- Banking

Income and capital accounts for each Partner will be the responsibility of individual partners.

SECTION 8 -- Books/Accounting

8.1 Accounting books and other records pertinent to the Partnership will be kept at **BLANK**, and any partner and/or his/her representative may have access to the books during normal business hours.

8.2 The accounts for this Partnership will be maintained by **BLANK**, will be balanced on a weekly basis and distributed to partnership on a weekly basis through email.

SECTION 9 -- Management

9.1 Partnership will be managed as follows:

ME shall be responsible for

- a.)** Writing scripts for 2 issues
- b.)** Final art approval of 2 issues
- c.)** Adding text and bubbles to the pages
- d.)** Books/accounting

HIM shall be responsible for

- a.)** Art direction and editing of 2 issues, as well as, any collected editions
- b.)** Management and direction of any work for hire employees associated (artists, printers, etc.)

Both parties shall be responsible for promotion and solicitation of product.

9.2 Each partner is expected to devote a minimum of 3 hours a day to partnership.

9.3 Partnership meetings will occurs as needed (minimum of one Skype meeting per month).

SECTION 10 -- Disputes/Arbitration

Disputes that cannot be settled by the Partners via a mutual decision-making process will

be sent to an mutually decided upon arbitrator.

SECTION 11 -- Partner Withdrawal or Death

11.1 Should a Partner wish to leave the Partnership, a written statement of intent to leave shall be produced one month prior to dissolution of partnership.

11.2 Upon a Partner's death, that partner's share shall be transferred to said parties' designated heir. It is the sole responsibility of each partner to have a designated heir.

In the event that either partner has not designated an heir at the time of their death, said partner's share shall revert to the other partner.

11.3 Any remaining partner may purchase the withdrawing Partner's interest in the Partnership. This process will be governed by the following rules:

a.) A straight buy out may occur if both parties agree that one partner no longer has interest in the day to day functions of said partnership.

b.) A mutually agreed upon price shall be set at the time of buy out to be determined by the value of the partnership at the time of disbandment.

After said value is determined:

HIM will pay **65%** of that value.

ME will pay **35%** of that value.

c.) In the event of the death of one partner, the surviving partner may offer to buy out the deceased partner's heir. The heir is not obligated to sell provided they can competently perform the duties of the deceased partner.

11.4 Partners may mutually agree to remove one or more members if convicted of fraud, embezzlement, or any other crime which would influence or impact the running and or management of partnership.

SECTION 12 -- Confidentiality/Non-Compete

12.1 Any information that involves the Partnership, directly or indirectly, shall be considered Confidential. No Partner may share this Confidential Information with any third party without the written consent of all other Partners.

12.2 Should a Partner leave the Partnership, willingly or unwillingly, he/she shall not take any position, nor engage in any activity, at any company, organization, etc. that is deemed a competitor to the Partnership, for a period of **6 months**.

SECTION 13 -- Jurisdiction

This Agreement is subject to the laws and regulations of the state of **New Jersey**, as well as any applicable federal laws.

We, the undersigned, agree to all the provisions listed above, and sign this document of our own free will.

Signed:

Partner Name

Partner Name

Partner Signature

Partner Signature