

## Silent (Sleeping) Partnership Agreement

Partnership contract number: [###]/DE

Date: [DATE OF AGREEMENT]

Only a Draft

This silent partnership contract is commenced between LA.Center Corporation R&D (Deutschland), Address: Postfach 1119, 27387 Lauenbrück, Germany, and holding company of LA.Center Corporation (US), Address: 245 Park Avenue, 39th Floor Manhattan, New York, 10167, United States hereinafter referred as the "Operating Partner".

AND

[SILENT PARTNER LEGAL NAME], Permanent Address: [SILENT PARTNER LEGAL ADDRESS], hereinafter called as the "Silent Partner".

Whereas, the silent partner showed his interest to join the business venture silently and the operating partner i.e. business owner has accepted this partnership.

### **Preamble:**

The operating partner is a new starting "startup" business and has issued a company technical asset value of 100,000 (one hundred thousand) Euros as the primary investor. The share parts are validated as 100.000 (one hundred thousand) parts. In respect of being a "startup" company, the silent partner acknowledges that the shares sold in this agreement are not publicly trade-able or negotiable. This agreement is purely identified as a Cash Injection agreement between the operating partner and the silent partner for the purpose to assist the advance of the "startup" business. The operating partner will perform at the best possible to register the business for a public trade as soon as legal obligations allow the business to do so by changing the company registry to Gmbh (Akzien Gesellschaft) . The operating partner

agrees that the shares owned by the silent partner at the time of the business registry change to convert the silent partners shares to publicly trade-able shares.

**Available Shares:**

The operating partner has made 15 (fifteen) % which is 15,000 (fifteen thousand) parts of company shares available for startup investment where each single part value is set to 1 (one) Euro.

**Limitations:**

The silent partner may purchase a minimum of 500 (five hundred) to a maximum of 5000 (five thousand) of company share parts from the operating partner.

**Agreement:**

1. The silent partner agrees to invest [#####] ([Written Number Wording]) Euros in exchange for [#####] ([Written Number Wording]) of share parts. In Percent [##]% of share parts of company shares of the operating partner.
2. The silent partner agrees to be a non-operating partner.
3. The silent partner agrees to have no voting power on the board of chairs and board of executive directors/managers.
4. The silent partner agrees that the share bonds purchased with this contract are non-negotiable and therefor the silent partner can not transfer his shares to a 3<sup>rd</sup> party individual or business, unless a written permission has been issued by the operating partner.
5. The silent partner agrees to receive dual annual (July 1<sup>st</sup> and January 1<sup>st</sup>) a Profit/Loss Report
6. The silent partner agrees that profits and losses will be reflected to the share parts acquired in this agreement.
7. The silent partner can not exit (terminate) his shares before March 30, 2017.
8. The silent partner agrees that the operating partner has the exclusive rights to buy the

share parts back in exchange for the market value of the shares at the date of purchase.

9. The silent partner is not eligible for salary except the amount of % (percent) due from annual profits after expense and after tax which is payed once annually in the month of March.
10. The silent partner is fully protected and is not responsible of any company debts or payments due.
11. The silent partner agrees that in case of forced exit (company bankruptcy) he can only claim the amount of investment stated in this contract which is [###] Euros plus regular interest rate of the Zentralbank Deutschland.
12. The silent partner is eligible to use any software products and/or services for as long he has share parts of the operating partner.
13. The silent partner agrees not to divulge any confidential information about the company, projects, and/or its customers to 3<sup>rd</sup> party individuals or businesses without a written permission from the operating partner.

**Validation of the agreement:**

Signed by the operating partner on date [date]

Uwe Meitzner / Founder/Owner and Executive Director

Signed by the silent partner on date [date]

[Silent Parter Legal Name]

**LA.Center Shareholder Bond Validation:**

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**Silent (Sleeping) Partner Share Bond**

[Legal Name of Silent Partner] received [###] (number written in words) share parts of 100.000 (one hundred thousand) share parts which is [##] (percent) % as non-negotiable shares from LA.Center Corporation R&D (Deutschland) in exchange for a cash injection of [###] (number in words) Euros into the business account nr [####] of bank [bank name] in [area, city, country]

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**Validation of the share bond:**

Signed by the operating partner on date [date]

Uwe Meitzner / Founder/Owner and Executive Director