

Partnership Agreement

This Partnership Agreement (this "Agreement") is made on _____ (the "Effective Date") by and between:

- Alif Company, located in Saudi Arabia, referred to as Company 1
- Or Company, located in Ireland, referred to as Company 2

Company 1 and Company 2 may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Company 1 and Company 2 desire to form a partnership to [Purpose of Partnership];

NOW, THEREFORE, in consideration of the facts recited above, and the mutual covenants, terms, and conditions contained herein, the Parties agree as follows:

1. Partnership

The Parties hereby form a partnership (the "Partnership") for the purpose of [Purpose of Partnership].

2. Term

The Partnership shall commence on the Effective Date and shall continue for a period of 3 years, unless earlier terminated as provided herein.

3. Capital Contributions

- Company 1 shall contribute \$10,000 to the Partnership as capital.
- Company 2 shall contribute \$10,000 to the Partnership as capital.

4. Profit and Loss Sharing

The profits and losses of the Partnership shall be shared equally between the Parties.

6. Duties and Responsibilities

- Each Party shall use its best efforts to promote the Partnership's interests.
- Each Party shall contribute its expertise and resources to the Partnership as needed.
- Each Party shall act in good faith and with loyalty to the Partnership.

7. Liability

The Parties shall be jointly and severally liable for the debts and obligations of the Partnership.

8. Termination

The Partnership may be terminated by:

- Mutual agreement of the Parties;
- 90 days' written notice by either Party; or
- The occurrence of any of the following events:
 - Bankruptcy of either Party;
 - Insolvency of either Party;
 - Dissolution of either Party.

9. Governing Law

The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of Saudi Arabia.

10. Disputes

Any dispute arising from this Agreement shall be resolved through Saudi Laws in Riyadh.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the Parties.

12. Amendments

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

13. Signatures

Ahmed Omar

Mohamed Eyad