

# Convertible LLP Agreement

This Convertible Limited Liability Partnership Agreement ("Agreement") is made and entered into on this â' [Date] by and between the following parties:

Partner Name	Address	Initial Contribution	Designation
[Partner 1 Name]	[Address]	[Amount/Asset]	Designated Partner
[Partner 2 Name]	[Address]	[Amount/Asset]	Partner

## 1. Definitions

For the purpose of this Agreement, the following terms shall have the meaning ascribed to them below:

**"Convertible Partner"**: A partner whose contribution is convertible into equity shares of the company upon conversion of LLP.

**"Conversion Event"**: The occurrence of any event wherein the LLP converts into a private/public company as per applicable law.

## 2. Name, Business, and Registered Office

The name of the partnership shall be [LLP Name]. The business of the LLP shall include [Nature of Business]. The registered office shall be located at [Registered Address].

## 3. Term and Commencement

This Agreement shall be effective from the date first set forth above and shall remain in force until duly terminated as per the terms herein.

## 4. Partners' Contribution and Liabilities

The initial capital contribution of each partner is set out above. Any additional capital contributions shall be made in accordance with the decision of the majority of the partners. The liability of each partner is limited to their capital contribution.

## 5. Convertible Clause

- Upon the occurrence of a Conversion Event, the capital contribution of the Convertible Partners may, at their option, be converted into equity shares of the resulting company as per predefined ratio: [Conversion Ratio].
- The terms of conversion, including timing, method, and post-conversion rights, shall be in accordance with Schedule A annexed to this Agreement and the provisions of applicable law.
- The conversion shall be subject to requisite approvals and compliance with relevant rules/regulations.

## 6. Management of the LLP

The business of the LLP shall be managed by the designated partners. All decisions regarding major business activities, admission of new partners, conversion, and dissolution shall require approval of at least [majority/percentage]% of the partners.

## 7. Accounts and Audit

Proper books of account shall be maintained at the registered office. An auditor may be appointed as per the consensus of all partners to audit accounts annually.

## 8. Miscellaneous

- This Agreement may be amended only in writing and signed by all partners.
- If any provision is held invalid, the remainder shall continue in full force.
- This Agreement is governed by the laws of [Jurisdiction].

IN WITNESS WHEREOF, the parties hereto have executed this Convertible LLP Agreement on the date first written above.

**Partner 1 Signature:** \_\_\_\_\_

**Partner 2 Signature:** \_\_\_\_\_

### Important Notes:

- This is a sample template; actual terms should be customized per legal and commercial requirements.
- Consult with a legal expert before finalizing or executing a convertible LLP agreement.
- Conversion provisions are subject to company and LLP laws and the required approvals of regulatory bodies.
- Ensure clarity on conversion ratios, timelines, and rights post-conversion.