

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (the "Agreement") made and entered into this _____ day of September, 2014 (the "Execution Date"),

BETWEEN

African Australians Online of Royal St, Perth, Western Australia, 6000, and
_____,
_____ of _____, _____,
_____, _____,
(individually the "Partner" and collectively the "Partners").

BACKGROUND:

- A. The Partners wish to associate themselves as partners in business.
- B. The terms and conditions of this Agreement sets out the terms and conditions as to how they will be partners.

IN CONSIDERATION OF and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Formation

1. By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of the State of New South Wales. The rights and obligations of the Partners will be as stated in the applicable legislation of the State of New South Wales (the 'Act') except as otherwise provided here.

Name

2. The firm name of the Partnership will be: AAO Online Promotion Partnership.

Purpose

3. The purpose of the Partnership will be: Online Promotion.

Term

4. The Partnership will begin on September 30th, 2014 and will continue until terminated as provided in this Agreement.

Place of Business

5. The principal office of the business of the Partnership will be located at Royal St, Perth, Western Australia, 6000 or such other place as the Partners may from time to time designate.

Capital Contributions

6. Each of the Partners has contributed to the capital of the Partnership, in cash or property in agreed upon value, as follows (the "Capital Contribution"):

7. Partner	8. Contribution Description	9. Agreed Value
10. African Australians Online	11. In Return, Stylish Obsession will receive unlimited free promotion until contracted terminated.	12. \$ AUD
13. Stylish Obsession	14. Under this contract, AAO will require it's official LOGO to be added to all your photos.	15. \$ AUD

- 16.
17. All Partners will contribute their respective Capital Contributions fully and on time.

Withdrawal of Capital

18. No Partner will withdraw any portion of their Capital Contribution without the express written consent of the remaining Partners.

Fiscal Year

19. The fiscal year will end on the 1st day of July of each year.

Management

20. All the Partners will be consulted and the advice and opinions of the Partners will be obtained as much as is practicable. However, the Managing Partner will have management and control of the day-to-day business of the Partnership for the purposes stated in this Agreement. All matters outside the day-to-day business of the Partnership will be decided by a unanimous vote of the Partners.
21. African Australians Online will be the Managing Partner. The term "Managing Partner" will also include any party subsequently appointed to that role.
22. In addition to day-to-day management tasks, the Managing Partner's duties will include keeping, or causing to be kept, full and accurate business records for the Partnership according to generally accepted accounting practices and overseeing the preparation of any reports considered reasonably necessary to keep the Partners informed of the business performance of the Partnership.

23. A Managing Partner can voluntarily withdraw from the position of Managing Partner or can be replaced by a unanimous vote of the remaining Partners. In the event of a withdrawal or removal of the Managing Partner from the position of Managing Partner or from the Partnership, the remaining Partners will have equal rights in the management of the Partnership until they appoint a successor Managing Partner.

The Managing Partner will not be liable to the remaining Partners for any action or failure to act resulting in loss or harm to the Partnership except in the case of gross negligence or willful misconduct.

Meetings

24. Regular meetings of the Partners will be held: only as required.
25. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.
26. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Partners.

Voluntary Withdrawal of a Partner

27. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least three (3) months prior to the withdrawal date.
28. The voluntary withdrawal of a Partner will result in the dissolution of the Partnership.
29. A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

Involuntary Withdrawal of a Partner

30. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: death of a Partner; Partner mental incapacity; Partner disability preventing reasonable participation in the Partnership; Partner incompetence; breach of fiduciary duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute.
31. The involuntary withdrawal of a Partner will result in the dissolution of the Partnership.

32. A trustee in bankruptcy or similar third party who may acquire that Dissociated Partner's interest in the Partnership will only acquire that Partner's economic rights and interests and will not acquire any other rights of that Partner or be admitted as a Partner of the Partnership or have the right to exercise any management or voting interests.

Dissociation of a Partner

33. Where the dissociation of a Partner for any reason results in the dissolution of the Partnership then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
34. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or to the reputation of the Partnership.

Dissolution

35. Except as otherwise provided in this Agreement, the Partnership may be dissolved only with the unanimous consent of all Partners.

Force Majeure

36. A Partner will be free of liability to the Partnership where the Partner is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event.

Duty of Loyalty

37. No Partner will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all businesses, ventures or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

Duty to Devote Time

38. Each Partner will devote such time and attention to the business of the Partnership as the majority of the Partners will from time to time reasonably determine for the conduct of

the Partnership business.

Forbidden Acts

39. No Partner may do any act in contravention of this Agreement.
40. No Partner may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Partner in the Partnership.
41. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.
42. No Partner may confess a judgment against the Partnership.
43. No Partner will have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside the intended purpose of the Partnership.
44. Any violation of the above Forbidden Acts will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

Liability

45. A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.

Amendments

46. This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

Jurisdiction

47. The Partners submit to the jurisdiction of the courts of Western Australia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Mediation and Arbitration

48. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of New South Wales. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of New South Wales.

49. The Partners together will select a mediator that is acceptable to all Partners. If the Partners are unable to select a neutral mediator, then each Partner will select a mediator and those mediators together will then select a third neutral mediator who will attempt to work with the Partners to resolve the dispute.
50. The parties further agree to share the costs of mediation equally and each party will pay its own expenses of preparation and representation by counsel in the mediation.

Miscellaneous

51. Time is of the essence in this Agreement.
52. This Agreement may be executed in counterparts.
53. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
54. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
55. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
56. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.
57. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
58. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of September, 2014.

African Australians Online Partner

Per: ~~African Australians Online~~ (SEAL)

_____ Partner

Per: _____ (SEAL)