

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is entered into as of _____ [date] (hereinafter, the "Effective Date") by and between _____ [name of the Party A] (hereinafter, the "Party A"), and _____ [name of the Party B], (hereinafter, the "Party B").

Party A and Party B are each referred to individually as a "Party" and, jointly, as the "Parties."

1. Joint Venture.

The Parties agree to relate in a mutually beneficial manner for the joint purpose of:

Known from now on as the "Joint Venture".

2. Term.

This Agreement shall terminate in any of the following on the end date of _____, 20____.

The Parties can extend the term if they unanimous agree.

3. Management.

The Joint Venture will be managed by one of the next:

- The investor
- The operating member
- A management committee
- A non-member manager

and will be in charge of the following duties among others:

1. Day-to-day affairs
2. Financial management
3. Operational Direction
4. Hiring

4. Ownership and Profit Distribution

Parties will divide the ownership of the Joint Venture into the following percentages:

Party A: ____%

Party B: ____%

Known from now on as the "Ownership."

And will divide the profits into the following percentages:

Party A: ____%

Party B: ____%

5. Contributions.

The Parties agree to contribute the following amounts for the success of the Joint Venture:

Party A: (select applicable)

Cash: \$ _____

Other: _____

Party B: (select applicable)

Cash: \$ _____

Other: _____

6. Governing Law

This Agreement shall be governed under the laws in the State of _____.

7. Disputes.

The Parties agree to resolve any disputes through polite interactions and negotiations arising. The Parties involved will initiate mediation in accordance with the rules of the Governing Law above-mentioned if any dispute cannot be resolved through negotiation within ninety (90) days.

8. Amendments.

This agreement may be amended pursuant to a written agreement between the Parties, upon the execution of an amended form of this Agreement (the "Amended Agreement").

9. Severability.

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

10. Additional Terms and Conditions

_____.

11. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FIRST PARTY NAME

SECOND PARTY NAME

By _____

By _____

Name:

Name: