

Joint Venture Agreement

Date

This Joint Venture Agreement (the "Agreement") is entered into as of the above date by and between:

Party A

Company Name

Address

Phone Number

Email

Contact person

Party B

Company Name

Address

Phone Number

Email

Contact person

(Collectively, the "Parties")

1. Purpose

The Parties agree to form a joint venture (the "Joint Venture") for the purpose of collaborating on , including but not limited to

. The objective is to combine each Party's complementary expertise, technologies, and market access to achieve specific business goals, expand customer bases, and foster innovation. This Agreement outlines the framework under which the Joint Venture will operate, ensuring clear mutual understanding of expectations, deliverables, timelines, and success metrics.

2. Contributions

Each Party shall contribute the following to the Joint Venture, and these contributions shall be clearly documented and periodically reviewed:

- Party A:

- Party B:

Any changes to the scope, value, or nature of contributions must be approved in writing by both Parties. Contributions shall remain traceable, and ownership of pre-existing assets will remain with the contributing Party unless explicitly transferred.

3. Management and Governance

A Joint Management Committee shall be established with equal representation from both Parties. Decisions shall be made by majority vote unless otherwise specified, with key strategic decisions requiring unanimous consent.

Each Party shall appoint one or more representatives to oversee daily operations, who will be responsible for implementing agreed-upon activities, ensuring compliance, and reporting progress.

4. Profit and Loss Sharing

Profits and losses shall be shared between the Parties in proportion to their agreed contribution percentages, as specified in the attached Schedule A. The financial performance of the Joint Venture shall be reviewed on a quarterly basis, with formal accounting reports prepared and, if necessary, verified by an independent auditor. Profit distribution shall take place only after all outstanding liabilities, operational expenses, and mandatory reserves have been fully settled. In the event that additional capital injections are required, the Parties agree to negotiate proportional contributions; failure by either Party to provide its share may result in an adjustment of ownership stakes or profit shares, as outlined in a separate addendum. Each Party shall be responsible for its own tax obligations, unless both Parties have explicitly agreed to a joint taxation arrangement.

5. Confidentiality

Both Parties agree to maintain strict confidentiality over all proprietary, financial, technical, commercial, and sensitive information related to the Joint Venture, including but not limited to trade secrets, business plans, customer data, technical specifications, and contractual terms. Such confidential information may be disclosed only to employees, subcontractors, or advisors on a strictly need-to-know basis, provided that these individuals are bound by equivalent confidentiality obligations. Neither Party shall use the other Party's confidential information for any purpose other than the performance of this Agreement without obtaining prior written consent. These confidentiality obligations shall remain in effect beyond the termination of this Agreement for a period of

6. Intellectual Property

Any intellectual property developed jointly shall be co-owned unless otherwise agreed in writing. Pre-existing intellectual property remains the sole property of the originating Party.

7. Compliance

The Parties shall comply with all applicable laws and regulations in _____ and any jurisdictions relevant to the project. Anti-bribery, data protection (including GDPR compliance), and export control measures must be strictly observed.

8. Data Protection

The Parties commit to full compliance with applicable data protection laws, including the European Union General Data Protection Regulation (GDPR) and relevant local data privacy laws in

Each Party shall implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data processed under this Agreement.

The Parties agree to cooperate on data subject requests, breach notifications, and data impact assessments as required by law.

9. Dispute Resolution

Any disputes arising under this Agreement shall first be addressed through good faith negotiations. If unresolved, disputes shall be submitted to mediation under the rules of the ICC (International Chamber of Commerce) or a similar neutral body.

Failing mediation, disputes shall be subject to arbitration in _____, under ICC Arbitration Rules.

10. Term and Termination

This Agreement shall commence on the Effective Date and continue until completion of the Joint Venture's purpose or until terminated by mutual agreement. Either Party may terminate with written notice if the other Party materially breaches this Agreement and fails to cure the breach within a reasonable time.

Upon termination, the Parties shall cooperate to wind down any ongoing activities in an orderly manner.

Any unfinished projects, shared assets, or joint intellectual property shall be divided fairly and in proportion to each Party's contribution, or as otherwise agreed in writing.

Each Party shall retain responsibility for its own obligations incurred prior to termination, unless otherwise agreed.

11. Force Majeure

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, pandemics, wars, acts of terrorism, labor strikes, or government actions ("Force Majeure Events").

The affected Party shall promptly notify the other Party in writing of the occurrence of any Force Majeure Event and make all reasonable efforts to mitigate its effects.

If the Force Majeure Event continues for a period exceeding , either Party shall have the right to terminate this Agreement by providing written notice to the other Party.

12. Miscellaneous

Governing Law: This Agreement shall be governed by the laws of .

Entire Agreement: This document contains the entire understanding between the Parties and supersedes all prior agreements.

Amendments: Any changes must be made in writing and signed by both Parties.

No Partnership: Nothing in this Agreement shall be construed to create a legal partnership or employer-employee relationship.

Non-Compete and Non-Solicitation: Each Party agrees that during the term of this Agreement and for a period of following its termination, they will not directly or indirectly engage in activities that compete with the Joint Venture or solicit or hire employees, consultants, or key partners of the other Party involved in the Joint Venture without prior written consent.

Signatures

Party A
Company Name

Party A
Company Name

Party A Signature

Party B Signature

Date

Date