

## JOINT VENTURE AGREEMENT

### REPUBLIC OF ZAMBIA

This Joint Venture Agreement (“Agreement”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20, by and between:

Party A: \_\_\_\_\_  
of Address: \_\_\_\_\_

Party B: \_\_\_\_\_  
of Address: \_\_\_\_\_

Collectively referred to as the “Parties”.

WHEREAS, the Parties desire to establish a joint venture arrangement to collaborate in the development, operation, and/or management of the following business activity:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

#### 1. FORMATION

The Parties hereby form a Joint Venture (the “Joint Venture”) pursuant to the laws of the Republic of Zambia, specifically governed by the Companies Act No. 10 of 2017.

#### 2. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the Joint Venture shall be: \_\_\_\_\_

The principal place of business shall be: \_\_\_\_\_

#### 3. PURPOSE

The purpose of the Joint Venture is to:

\_\_\_\_\_  
\_\_\_\_\_

## 4. CAPITAL CONTRIBUTIONS

Each Party shall contribute the following capital, assets, or services:

Party A: \_\_\_\_\_

Party B: \_\_\_\_\_

## 5. OWNERSHIP AND PROFIT SHARING

Ownership interests in the Joint Venture shall be as follows:

Party A: \_\_\_\_\_ %

Party B: \_\_\_\_\_ %

Profits and losses shall be distributed in proportion to each Party's respective ownership interest.

## 6. MANAGEMENT AND DECISION-MAKING

The day-to-day operations of the Joint Venture shall be managed jointly by representatives of each Party. Decisions shall require:

☐ Unanimous agreement

☐ Majority approval

☐ Other (specify): \_\_\_\_\_

## 7. TERM AND TERMINATION

This Agreement shall commence on the date hereof and shall continue in effect until terminated by mutual written agreement or as provided herein. Either Party may terminate the Joint Venture by providing \_\_\_\_\_ days' written notice to the other Party.

## 8. CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of any proprietary or sensitive information shared in the course of the Joint Venture, and shall not disclose such information without prior written consent.

## 9. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement shall first be resolved through good faith negotiations. Failing such resolution, disputes shall be referred to arbitration under the Arbitration Act No. 19 of 2000.

## 10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Zambia.

## 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written.

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

### SIGNED for and on behalf of PARTY A

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

### SIGNED for and on behalf of PARTY B

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp: \_\_\_\_\_

**PC | LP**