
Joint Venture Agreement



Joint Venture Agreement

This Joint Venture Agreement (“Agreement”) is made and entered into on [Date], by and between:

- London DE Ltd, a company incorporated in England and Wales with registered office at [Address] (“London DE”), and
- [Funder Name], [and or a jurisdiction] entity with registered office at [Address] (“Funder”).

Together referred to as the “Parties.”

I, the lender, agree to lend the below amount as per the terms of this contract and the Joint Venture Terms and Conditions document:

1. Purpose

The Parties agree to collaborate on a joint venture (“JV”) for the purpose of [brief description activity, e.g., sourcing and selling ethically mined diamonds/Gold etc].

2. Funding Structure

- The Funder shall contribute **100% of the capital** required for the JV by way of a loan.
- The loan shall be documented separately, outlining repayment terms, interest (if any), and duration.

3. Ownership and Profit Sharing

- London DE shall retain **60%** of the net monthly profits.
- The Funder shall receive **40%** of the net monthly profits until the loan is repaid in full, after which profit sharing may be renegotiated or continue as agreed.

4. Account Management

- All JV funds shall be held in a **segregated bank account** in the name of **London DE Ltd.**

- London DE shall maintain accurate financial records and provide **monthly reporting** to the Funder, including:
 - Profit and loss statements
 - Cash flow summaries

5. KYC and Compliance

Prior to any loan of funds:

- The funder shall complete full **KYC documentation**, including:
 - Valid government-issued ID
 - Proof of address
 - Corporate registration documents (if applicable)
- The JV shall comply with all applicable **AML/CTF regulations**.
- London DE shall ensure that all transactions are traceable and compliant with UK financial laws.

6. Governance

- There shall be **no formal Board of Directors**.
- Operational control shall rest with London DE, subject to the reporting obligations outlined above.

7. Term and Termination

- This Agreement shall remain in effect, for a minimum of 12 months, and thereafter until terminated by mutual consent or breach.
- Upon termination, any remaining assets, after the loan is repaid, shall be distributed in accordance with the profit-sharing ratio.

8. Confidentiality

All proprietary and financial information shall remain confidential and not be disclosed to third parties without written consent.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**.

10. Dispute Resolution

Any disputes shall be resolved through arbitration in London, under the rules of the London Court of International Arbitration (LCIA).

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

London DE Ltd By: _____ Name: Title:

[Funder Name] By: _____ Name: Title:

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