

Equity-Based Joint Venture Agreement

Date: [Insert Date]

Parties:

- **Party A:** [Full legal name & address]
- **Party B:** [Full legal name & address]

1. Purpose

The Parties agree to establish a joint venture company ("JV Company") for the purpose of [describe the business purpose/industry] in accordance with the terms of this Equity-Based Joint Venture Agreement ("Agreement").

2. Capital Contributions

1. Party A shall contribute: [describe cash/assets, value, or percentage].
2. Party B shall contribute: [describe cash/assets, value, or percentage].
3. Additional contributions, if any, shall be mutually agreed upon in writing.

3. Ownership & Shares

Party A and Party B shall hold equity in the JV Company in proportion to their capital contributions as follows:

- Party A: [__]% ownership
- Party B: [__]% ownership

4. Management & Governance

1. The management of the JV Company shall be overseen by a Board of Directors, comprised of [number] directors, appointed as follows:
 - Party A: [number] director(s)
 - Party B: [number] director(s)
2. All major decisions shall require the approval of at least [__]% of the board.

5. Profit and Loss Sharing

Profits and losses of the JV Company shall be distributed in proportion to the Parties' respective equity ownership, unless otherwise agreed in writing.

6. Term & Termination

1. This Agreement shall be effective as of the date first written above and shall continue until terminated by mutual agreement or due to circumstances defined herein.
2. Either party may terminate this Agreement by giving [number] days' written notice under conditions specified in this Agreement.

7. Confidentiality & Non-Compete

The Parties shall not disclose confidential information regarding the JV Company to third parties and shall not engage in competing business during the term of the Agreement and for [period] after termination.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

9. Miscellaneous

This document constitutes the entire agreement between the Parties. Amendments must be in writing and signed by both Parties.

Party A, [Name]

Date: _____

Party B, [Name]

Date: _____

Important Notes:

- This document is a sample and should be tailored to specific business and legal requirements.
- Legal counsel is strongly advised prior to entering into a joint venture agreement.
- All contribution values and terms must be clearly defined and agreed.
- Specify dispute resolution mechanisms to handle conflicts.
- Ensure compliance with relevant local laws and regulations.