

JOINT VENTURE AGREEMENT

BETWEEN:

VENTURER1, a Corporation,
Incorporated under the laws of _____
(hereinafter "VENT1")

OF THE FIRST PART

- and -

VENTURER2, a Corporation,
Incorporated under the laws of _____
(hereinafter "VENT2")

OF THE SECOND PART

WHEREAS the parties hereto desire to form a Joint Venture (hereinafter referred to as the "Joint Venture") for the term and upon the conditions hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants hereinafter contained, it is agreed by the parties hereto as follows:

ARTICLE I
BASIC STRUCTURE

1.1 Form

The parties hereby form a Joint Venture pursuant to the laws of _____.

1.2 Name

The business of the Joint Venture shall be conducted under the name of "_____", a Joint Venture".

1.3 Place of Business

The principal office and place of business of the Joint Venture shall be located at _____, _____, or such other place as the parties may from time to time mutually designate.

1.4 Term

The Joint Venture shall commence on _____, and shall continue for _____ (___) year(s), and shall continue for successive one (1) year terms thereafter unless earlier terminated in the following manner:

- (a) By the joint election of the parties;
- (b) Pursuant to this Agreement;
- (c) By applicable _____ law; or
- (d) By bankruptcy, insolvency, withdrawal, resignation or disability of either of the parties.

1.5 Purpose

The purpose for which the Joint Venture as organized is to
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**ARTICLE II
FINANCIAL ARRANGEMENTS**

2.1 Definitions

For purposes of this document "capital" shall be defined as the cost of assets, goods and property made available to and owned by the Joint Venture.

All operating profits (or losses) of the Joint Venture shall be deemed to be income of the parties according to their share of profits and losses. If losses, these shall be deducted from each of the Venturers' capital accounts according to their share of profits and losses. Undistributed profits shall be added to the respective parties' capital accounts.

2.2 Contribution of parties

Each party shall be responsible for its own costs associated with its responsibilities and obligations arising pursuant to this Agreement. Neither party shall have the ability to call upon the other for contribution or cash calls of any kind except as contemplated by this Agreement.

2.3 Percentage Share of Joint Venture

Each party shall have a 50% interest in the Joint Venture.

2.4 Return of Capital Contributions

No party shall have the right to demand the return of the capital it made available to or for the benefit of the Joint Venture, except as herein provided.

2.5 Rights of Priority

Except as herein provided, neither party shall have priority over the other as to the return of capital contributions or share of profits.

2.6 Distributions

Distributions to the parties of net operating profits of the Joint Venture, as hereinafter defined, shall be made not more than thirty (30) days following _____. Such distributions shall be made to the parties simultaneously.

For the purpose of this Agreement, net operating profit for any accounting period shall mean the gross receipts of the Joint Venture for such period, less the sum of all cash expenses of operation of the Joint Venture, and such sums as may be necessary to establish a reserve for operating expenses.

2.7 Reimbursement of VENT1 Costs

VENT1 will submit invoices to VENT2 and VENT2 shall reimburse VENT1 for all instruction costs, airfare, and other related costs, including but not limited to hotel, food and transportation for instructors, for each scheduled course offered by the Joint Venture. Payment of such costs shall be made by VENT2 to VENT1 not later than the first day of any course offered by the Joint Venture.

2.8 Letter of Credit

As security to VENT1 for VENT2's reimbursement of VENT1 costs as contemplated by paragraph 2.7 hereof, VENT2 agrees to arrange and post an irrevocable U.S. Dollars letter of credit in favour of VENT1 with such terms as VENT1 may designate and drawn on a bank acceptable to VENT1, all in VENT1 sole discretion.