

## # Sample Joint Venture Agreement

**\*\*Warning\*\*:** This document is a general template and should not be used directly without consulting a lawyer. The joint venture agreement should be tailored to suit the specific circumstances of each joint venture.

### ## 1. Parties

This agreement is made on [contract date] between:

1. [Company/Organization A Name] ("Party A")
2. [Company/Organization B Name] ("Party B")

(collectively referred to as the "Parties")

### ## 2. Purpose of the Joint Venture

The Parties agree to enter into a joint venture for the purpose of [specify the purpose of the joint venture, e.g., developing a new product, executing a specific project, expanding business into new markets]

### ## 3. Name and Legal Form of the Joint Venture

3.1 Joint Venture Name: [Specify the name of the joint venture]

3.2 Legal Form: [Specify the legal form, e.g., limited company, partnership, or contractual joint venture]

### ## 4. Capital Investment and Ownership Structure

4.1 Total Investment: [Amount] Baht

4.2 Investment Ratio:

- Party A: [Amount] Baht ([Percentage]%)

- Party B: [Amount] Baht ([Percentage]%)

4.3 Investment Payment Schedule: [Specify the investment payment schedule]

## ## 5. Duties and Responsibilities of the Parties

### 5.1 Duties of Party A:

- [List main duties and responsibilities of Party A]

### 5.2 Duties of Party B:

- [List main duties and responsibilities of Party B]

## ## 6. Management

### 6.1 Board of Directors:

- Number of Directors: [Specify number]

- Appointment of Directors: [Specify appointment method]

- Powers and Duties of the Board: [List main powers and duties]

### 6.2 Board Meetings:

- Frequency of Meetings: [Specify frequency]

- Quorum: [Specify the number of directors required for a quorum]

- Voting: [Specify voting method, e.g., majority vote, unanimous decision]

## ## 7. Profit Sharing and Loss Responsibility

7.1 Profit Sharing: [Specify method of profit distribution]

7.2 Loss Responsibility: [Specify method of handling losses]

## ## 8. Intellectual Property

8.1 Pre-existing Intellectual Property: [Specify how pre-existing IP of each party will be handled]

8.2 Newly Created Intellectual Property: [Specify how IP created during the joint venture will be managed]

## ## 9. Confidentiality

The Parties agree to maintain the confidentiality of information related to the joint venture and not disclose such information to third parties without written consent from the other party.

## ## 10. Transfer of Rights and Admission of New Partners

[Specify conditions and restrictions on transferring rights or admitting new partners]

## ## 11. Dispute Resolution

11.1 The Parties agree to attempt to resolve any disputes through good faith negotiations.

11.2 If an agreement cannot be reached, disputes shall be submitted to arbitration [or the court of competent jurisdiction].

## ## 12. Term of Agreement and Termination

12.1 Term of Agreement: [Specify duration]

12.2 Renewal of Agreement: [Specify conditions for renewal]

12.3 Early Termination: [Specify conditions for early termination]

## ## 13. Effects of Termination

[Specify how assets, liabilities, and other responsibilities will be handled upon termination]

#### ## 14. Governing Law

This agreement is governed by and interpreted in accordance with Thai law.

#### ## 15. General Provisions

15.1 This agreement constitutes the entire agreement between the Parties regarding the subject matter herein.

15.2 Any amendments to this agreement shall be effective only if made in writing and signed by all Parties.

Both Parties have read and understood the contents of this agreement in detail and have signed it as evidence.

Signed: \_\_\_\_\_ (Party A)

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

Signed: \_\_\_\_\_ (Party B)

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