

# JOINT VENTURE AGREEMENT N.

**This Private Joint Venture Agreement dated on this ...the ....., is made by and between**

**The ..... represented by Mr..... Italian passport no. issued by ( Italy ) with expiry date  
Hereinafter referred to as “INVESTOR”;**

**And Mr. ...., Italian passport no. .... issued by Questura of F (Italy) with expiry date .....  
Hereinafter referred to as “PROGRAM AGENT”;**

**And Mr. ...., Italian passport no. ...., issued by Questura of ..... (Italy) with expiry date ..... for the trust company that will be appointed after;  
Hereinafter referred to as “FACILITATOR”.**

**Agreement code number: 1310 - 2008**

## RECITALS

**WHEREAS, both parties have agreed to enter into this Joint Venture Agreement for the express purpose to invest into a High Yield Investment Program (HYIP) or Private Placement Program (PPP)/ run in collaboration between the second Party and a reliable Financial Entity well known to the second Party, the funds provided with the Joint Venture by the Investor, without moving said funds from the Investor's account and with the purpose of mutual benefit,**

**WHEREAS, the Investor's funds, in U.S.D. – EURO currency, are clean, clear and cleader funds of non-criminal origin, lawfully earned or obtained during normal trading and financial investments,**

**WHEREAS, the investor states that there are no liens, contractual obligations or encumbrances of any kind secured by or against said funds or any rights of third party interests; and warrants and attests that said funds are not involved in any breach or money laundering regulations/accord of 1993 whatsoever as defined in the jurisdiction of origin or internationally, and he is not involved in any terrorist activity,**

**WHEREAS, the Investor has the resources to contract for and is ready, willing and able to enter the Joint Venture (JV) into a secure contract for a High Yield Investment Program or Private Placement program, signed with a reliable Financial Institution able to trade with such a kind of investment,**

**WHEREAS, the Investor will agree to the Financial Institution to pay the profit arising from the investment as directed by the second Party through the Joint Venture,**

**WHEREAS, the contracted parties recognize the unique services rendered by their respective representatives, and agents without whose assistance this private transaction wouldn't be made possible.**

**NOW THEREFORE, in consideration of the foregoing premises and mutual promises, covenants and understandings contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to the terms and conditions of this Joint Venture Agreement hereinafter set forth.**

**WITNESSES**

**1. Individual contributions.**

**1.1 The participation and contribution to the Joint Venture by the Investor will be made to provide RECEIPT KEEPING SAFE issued by ..... Zurich the face value of € ..... ( ..... ) made up..... ready for be confirmed and blocked a full responsibilities with TRANSMISSION SWIFT MT 760**

## **1.2 Participation in and contributio.**

n to the Joint Venture from The second Party will consist of introducing to the Joint Venture a Financial Institution, well known to the second Party to be a reliable and capable trader of such a kind of transaction, with the capacity to provide a line of credit against the Investor's evidence of funds and the work of a prime bank to enter investor's funds into a financial program; with that Financial Institution, the second Party, in full personal authority and independence, shall maintain all contacts and sign contracts, without any Investor's interference.

## **2. Allocation / Disbursement of profits.**

**2.1** It is agreed between the second Party and the Investor that all profits derived from the-HYIP or PPP shall be shared, after that banking fees and costs and commission are paid, between the parties hereto, and deposited into separate accounts opened with a prime European, the Investor can choice to deposit his funds in any bank at his own choice.

**2.2** The Investor and the second Party hereby undertake and agree to share the net proceeds of the investment as follows:

- 45% to Investor ;
- 45% to Program Agent
- 10% to theFacilitator

**2.3** The Investor and the second Party understand and agree that the proceeds transferred into the their own bank accounts shall be sent with the sole deduction of banking charges and fees and shall be accompanied by a statement of "good, clean and cleared funds" from the transmitting bank.

**2.3.1** It is agreed between the second Party and the Investor that the second Party shall pay commission due to intermediaries using the proceeds received from the HYIP or PPP.

**2.3.2 For purposes of this agreement the term "net profit" shall more specifically defined as "the exact amount derived by deducting from the received amount of the financial program the fees and costs paid as bank transactional fees and charges, and commission paid to intermediaries".**

**3. Management of the Joint Venture.**

**3.1 It is mutually agreed by the parties hereto that the Joint Venture shall exist only as a means to set forth the individual obligations of the parties and to set forth the amount and manner of disbursement of proceeds from any completed transactions as contemplated herein. Due to this mutual agreement between the parties hereto, it is further agreed that the Joint Venture shall require no "management", as such and that each party shall be separately and individually responsible for their own individual roles, expenses, taxes, etc.**

**3.2 The parties to this agreement also agree that neither party, individually and without the explicit written permission of the other party, shall have the right to:**

**A) Sell, transfer, assign, pledge, mortgage, hypothecate or otherwise encumber or put at risk the other party's portion of assets and/or funds of the Joint Venture other than as specifically provided herein.**

**4. Records.**

**4.1 It is understood and agreed by mutual agreement that records will be maintained by the Second Party**

**5. Termination.**

**5.1 The Joint Venture shall be terminated at any time upon to the occurrence of the first to occur of any of the following events:**

**A) By mutual agreement of the parties hereto.**

**5.2 The parties to this agreement agree not to circumvent other party in any transaction now or impending in the future for a period of three (5) years from the**

**date of this document or the final date of completion of any type of transaction as referenced herein, whichever date is later. This binds all parties, their employees, associates, transferred assignees, and or designees.**

**5.3 The parties agree that during the course of this agreement and in the stages leading to a transaction as contemplated herein, whether or not these efforts are successful, that certain names will be disclosed and certain introductions will be made. It is understood and agreed by the parties, that these names and introductions will remain proprietary to the introducing/disclosing party and that, other than to further the business of the Joint Venture as described herein, the other party will not make any further contact with, deal with or otherwise be involved in any transactions with any trusts, corporations, companies, agents, relatives, friends, attorneys or individuals, buyers or sellers introduced to him by the other party without written and specific permission from the introducing/disclosing party.**

**6. Indemnification.**

**6.1 The second Party and Investor agree to indemnify and hold harmless each other from any and all liability or damages and expenses of litigation in respect to all claims arising at any time out of any business or activity of the other party, whether or not this business or activity is directly associated with the Joint Venture.**

**7. Representation of the parties.**

**7.1 Each party represents, warrants and agrees to and with the other party that:**

**A) This Agreement constitutes a valid and binding agreement in accordance with its terms.**

**B) Each party has good right and lawful authority to enter into this agreement.**

**C) Each party is in good standing in their geographic areas and has all requisite power and authority to conduct all business presently contemplated herein.**

**8. Codes.**

**8.1 The parties agree that all documentation exchanged between the parties will carry the code of this agreement for the duration of the Joint Venture. This code may not be altered unless agreed to, in writing, by both parties.**

**9. Notices.**

**9.1 Any notice to be given hereunder by either party to the other shall be in writing and delivered by (1) courier, (2) certified mail, (3) telefax or (4) e-mail with a full conformed copy with original signature sent by courier to the address of the respective party. The parties agree and acknowledge that the telefax and e-mail copies are legally acceptable as original documents in the absence of forgery.**

**10. Taxes and Institutional costs.**

**10.1 Both parties, individually or separately accept liability for taxes, imposts, levies, duties, charges and other institutional costs that may be applicable in the execution of their respective roles.**

**11. Governing law.**

**11.1 This agreement is governing by and construed in accordance with the laws of the State of United Kingdom.**

**12. General.**

**12.1 This agreement states the entire agreement between the parties and may be supplemented, altered, amended, modified or revoked in writing only, signed by both parties hereto.**

**12.2 This agreement shall be binding upon and shall assure to the benefit of the parties hereto and their respective successors and assigns.**

**12.3 In the event any part or parts of this agreement are held to be void or of no force or effect, the balance of this agreement shall not be effected such determination.**

**In witness whereof, this Joint venture agreement is executed as of the day, month and year set forth below.**

**By:**

**Investor:**

**Full Name:  
Representid by Mr.  
Title:  
Passport no.:  
Expiry date:**

**Associates:**

**Full Name: Mr.  
Title:  
Passport no.:  
Expiry date:**

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**The Facilitator**

**Full Name : Mr.  
Title :  
Identiti card no.**

**Expire date :**

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