



JOINT VENTURE AGREEMENT

This Joint Venture Agreement (hereinafter referred to as the "Agreement") is made and entered into on this _____ by and between:

1. **AXX INVESTMENT**, a company duly organized and existing under the laws of **Dubai, UAE**, with its principal place of business located at Office #510, 5th Floor, Al Fattan Plaza, Al Garhoud, PO Box 237270, Dubai - UAE (hereinafter referred to as "Party A"); and
2. _____, a company duly organized and existing under the laws of **Dubai, UAE**, with its principal place of business located at _____ - **Dubai - UAE**. (hereinafter referred to as "Party B").

Collectively referred to as the "**Parties**" and individually as a "**Party**."

1. Purpose of the Joint Venture

The purpose of this Joint Venture ("JV") is to provide comprehensive and support facilities for government projects. AXX Investment will oversee project procurement and strategic partnerships, while _____ will manage the development, implementation, and execution of IT solutions and related services.

2. Responsibilities and Contributions

1. **Party A (AXX Investment):**
 - Secure project contracts and procurement opportunities with government entities.
 - Ensure timely payments are made in accordance with the terms of government contracts.



2. **Party B (**

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- Develop, implement, and manage solutions in alignment with the requirements of government contracts.
 - Provide operational support to ensure the timely execution and delivery of services and related facilities.
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3. Service and Consultancy Charges

1. Party A (AXX INVESTMENT LLC) shall be entitled to a **5% (Base amount) service and consultancy charge** on the total value of solutions and services executed under government contracts.
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4. Confidentiality

1. Each Party agrees to maintain the confidentiality of all business, operational, and financial information related to the JV.
 2. This obligation of confidentiality shall remain in effect for **10** years after the termination of this Agreement.
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5. Term and Termination

1. **Term:** This Agreement shall commence on _____ and shall remain in effect until terminated by mutual agreement or under the following conditions:
 - Breach of the material terms of the Agreement that is not remedied within **30** days of written notice.
 - Insolvency, bankruptcy, or liquidation of either Party.
 2. **Winding Up:** Upon termination, the Parties will ensure that all outstanding obligations, including pending supply orders, are completed or otherwise settled.
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6. Dispute Resolution

1. **Negotiation:** The Parties shall resolve any disputes amicably through negotiation.
 2. **Arbitration:** If no resolution is reached, disputes will be submitted to a Dubai **Arbitration Body/Organization** under its applicable rules.
 3. **Governing Law:** This Agreement shall be governed by the laws of **Dubai**.
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7. Representations and Warranties

1. Each Party represents that it has the legal capacity and authority to enter into this Agreement.
 2. Both Parties affirm that the execution and performance of this Agreement will not violate any existing contracts or obligations.
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8. Miscellaneous

1. **Amendments:** Any modifications to this Agreement must be in writing and signed by both Parties.
 2. **Notices:** All notices shall be delivered to the addresses of the Parties listed at the beginning of this Agreement.
 3. **Entire Agreement:** This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements or understandings.
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**IN WITNESS WHEREOF, the Parties have executed this Joint
Venture Agreement as of the date first above written.**

For AXX INVESTMENT,

Signature: _____

Name: **S.M. ALI**

Title: **CHAIRMAN & FOUNDER**

Date: _____

For

Signature: _____

Name:

Title:

Date: _____

Office #510, 5th Floor, Al Fattan Plaza, Al Garhoud, PO Box 237270, Dubai - UAE

Email: info@axxinvestment.com / Website: www.axxinvestment.com