



**A Leader in Immersive WEB3 Spatial Computing**

## Joint Venture Agreement

This Joint Venture Agreement ("Agreement") becomes effective as of [Signed Date below], between Beyond XR Studios, a Wyoming LLC located at 1603 CAPITOL AVE STE 415 PMB 298494 CHEYENNE, WYOMING 82001-4562 US ("Party A"), and

[Partner Name]\_\_\_\_\_ with a primary

place of business at [Partner Address]\_\_\_\_\_ ("Party B").

### 1. Formation and Purpose

The parties establish a joint venture to promote and market NFT Wine Club programs for Beyond XR Studios, educate potential members on the advantages of merging wine collecting with NFTs, and aid in membership enrollment.

### 2. Contributions

- **Party A ( Beyond XR Studios ):** Will supply the platform, marketing materials, and backing for the NFT Wine Club programs.
- **Party B:** Will handle promotion and sales of the NFT Wine Club programs, educate potential members, and support membership enrollment.

### 3. Profit and Loss Sharing

Both parties agree to distribute net proceeds from the joint venture as follows:

- Party A (Beyond XR Studios): 20%
- Party B: \_\_\_\_\_80%

#### **4. Management and Decision-Making**

Decisions concerning the joint venture will be made jointly by both parties. Regular meetings will be conducted to review progress and address any arising issues.

#### **5. Term and Termination**

This Agreement remains in effect from [Start Date]\_\_\_\_\_ to [End Date]\_\_\_\_\_, unless mutually terminated earlier or with a 30-day written notice by either party.

#### **6. Confidentiality**

Both parties commit to maintaining the confidentiality of any proprietary or confidential information obtained during the joint venture, unless written consent is obtained from the other party.

#### **7. Governing Law**

This Agreement is subject to the laws of the State of Wyoming, disregarding conflict of laws principles.

#### **8. Entire Agreement**

This Agreement supersedes all previous agreements, whether written or verbal, and constitutes the full understanding between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the aforementioned date.

**Partner A: Beyond XR Studios LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Partner B: Business Name:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_