

# JOINT VENTURE AGREEMENT

## CUBE MINISTRIES

**THIS JOINT VENTURE AGREEMENT** (the "Agreement") made and entered this \_\_\_\_ day of

\_\_\_\_\_

### **BETWEEN**

Graeme Kilshaw of 1011 Burdett Ave. #302, Victoria BC V8V 3G9 Canada, and

"Member" NAME \_\_\_\_\_

of \_\_\_\_\_  
(individually the "Member" and collectively the "Members")

### **BACKGROUND**

A. The Members wish to enter into an association of mutual benefit and agree to jointly invest and set up a joint venture enterprise.

B. This Agreement sets out the terms and conditions governing this association

**IN CONSIDERATION OF ...** the Members agree as follows:

#### **Formation**

1) By this Agreement, the Members enter into a joint venture (the "Venture" in accordance with the laws of Canada, (and more largely The Hague, The Vatican, and the District of Columbia.)

#### **Name**

2) The business name of the Venture will be "Cube Ministries".

#### **Purpose**

3) The exclusive purpose of the Venture (the "Purpose") will be to fabricate, assemble, test, sell, and install linguistic cubes and enter new markets.

#### **Term**

4) The duration of this venture will begin when signed and witnessed and will continue in full force and effect until the occurrence of selling the joint venture's interest to a third party.

5) The Term may be extended with the unanimous consent of all Members.

### **Place of Business**

6) Such place as the Members may from time to time designate, forming a Decentralized Autonomous Organization or DAO, where all Members have a Cube Ministries smartphone Application that is designed to create value and jobs from the sales and installations of alphabet blocks on the blockchain.

### **Management**

7) The Venture will be directed, controlled, and managed by a management committee. Within the limits of the purpose of the venture and terms of this agreement, the Management Committee will have full authority to bind the Members in all matters relating to the direction, control and management of the Venture. Authority to bind the Venture in contract or any third party business relation lies exclusively with the Management Committee or its delegate.

### **Management Duties**

- a. managing the day-to-day business of the Venture
- b. monitoring, controlling, and directing the financial, business, and operational affairs of the Venture
- c. proper maintenance of books of account and financial records according to accepted accounting practices
- d. monitoring, analyzing and acting on all issues over which it would have express or implied authority according to this Agreement
- e. all responsibilities attached to hiring of production and administration staff including any required labor negotiations, and all responsibilities attached to hiring of third party contractors.

### **Member Duties**

*Graeme Kilshaw* - To Be Responsible for Manufacturing the Cubes.

*(New Member)* - To sell and install Graeme Kilshaws' cubes along with the Cube Ministries Cube Font Software on a for-profit basis.

### **Capital Contributions**

Graeme Kilshaw - The Founders Cube Factory valued more than \$8'000'000.

New Member - Negotiated Capital Contributions to "The Joint Venture" Cube Ministries, to be invested in marketing for the international sale of the linguistic alphabet cubes manufactured in Canada at the Founders Cube Factory (Burdett Ave.).

### **Withdrawal of Capital**

8) No member will have the right to demand or withdraw any portion of their capital contribution without the express written consent of the remaining Members.

9) The Members will not be personally liable for the return of all or part of the Capital Contributions of a Member, except as otherwise provided in this Agreement.

### **Additional Capital**

10) Where Members' interests are affected, additional capital contributions (the Additional Capital Contributions) must have the unanimous consent of the Members.

### **Member Meetings**

11) Regular Member meetings will be held as required. Minutes of the meetings will be maintained on file.

12) Any member can call a special meeting to resolve urgent issues that require a vote and that cannot wait for the next regularly scheduled meeting.

13) All meetings will be held at a time and in a location that is reasonable, convenient, and practical, considering the situation of all Members.

14) Each Member receives one vote carrying equal weight.

### **Amendments**

15) This Agreement may be amended only with the unanimous consent of all Members.

### **Adding a New Member**

16) New Members may be admitted to the Venture only with the unanimous consent of the existing Members. The new Member agrees to be bound by all the covenantes, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed or required for this admission. Any new Member will receive a business interest in the Venture as determined by all other Members.

### **Dissociation of a Member**

17) Each Member will indemnify the remaining Members against all losses, costs and claims that may arise in the event of the Venture being terminated as a result of a breach of the Agreement by that Member.

### **Valuation of Interest**

18) In the absence of a written agreement setting a value, the value of the Venture will be determined based on the fair market value appraisal of all Venture assets (less liabilities) by generally accepted accounting principles by independent accounting firmly agreed to by all Members.

19) Some allowance will be made for goodwill, trade name, and intangible assets, for prior valuation leading to the sale of Cube Ministries' interest. The main idea is that the people who

want to “buy and hold” cube assets and financial instruments may do so, much similarly to any publicly traded partnership or corporation on the stock exchange.

### **Duty of Loyalty**

20) No Member will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Venture that would be in direct conflict of interest to the Venture. Any potential conflicts of interest will be deemed an involuntary withdrawal by the offending Member and may be treated accordingly by the remaining Members.

21) A dissociated or withdrawing Member will not carry on a similar business to the business of the Venture for seven years from the date of dissociation or withdrawal.

### **Confidentiality**

22) All matters relating to this Agreement and the Venture will be treated by the Members as confidential, and no Member will disclose or allow to be disclosed any Venture matter or matters, directly or indirectly, to any third party without the prior written approval of all Members except where the information properly comes into the public domain.

### **Language**

23) The Members agree that the English and the Visual Binary Cube Code Language is to be the language of choice for this agreement in the long term. As a gradual transition enabled by using and applying the web font stack programmed by Programmer GK (Graeme Kilshaw).

### **Insurance**

24) The Venture will insure all its assets, namely the Factory, against loss where reasonable and standard practice in the industry.

### **Indemnification**

25) Each Member will be indemnified and held harmless by the Venture from any harm or damages of any nature relating to the Members' participation in Venture affairs except where such harm or damages results from gross negligence or willful misconduct on the part of the Member.

### **Liability**

26) No Member will be liable to the Venture or to any other Member for any error in judgment or any act or failure to act where made in good faith. The Member will be liable for any acts or failures to act resulting from gross negligence or willful misconduct.

### **Covenant of Good Faith**

27) Members will use their best efforts, fairly and in good faith, to facilitate the success of the Venture.

**Full Disclosure**

28) It is acknowledged that each Member is a distinct business entity and may, from time to time, have financial and business interests outside the Venture. Each Member will fully disclose to the Venture the extent of its financial and business interests before the formation of this Venture and for the Term of the Venture.

**Joint Venture Property**

29) Where allowed by statute, title to all Venture property, including intellectual property, will remain in the name of the Venture. Where joint ventures are not recognized by statute as separate legal entities, Venture property, including intellectual property, will be held in the name of one or more Members. In all cases, Venture property will be applied by the Members exclusively for the benefit and purposes of the Venture by this Agreement.

30) The Members submit to the jurisdiction of the courts of the Vatican, the Hague, and the District of Columbia for the enforcement of this Agreement and any arbitration award or decision arising from this Agreement.

**Mediation and Arbitration**

31) In the event a dispute arises out of or in connection with this Agreement, the Members will attempt to resolve the dispute through friendly consultation.

**Warranties**

32) All Members of Cube Ministries represent and warrant that they have all authority, licenses, and permits to execute and perform this Agreement and their obligations under this Agreement and that the representatives of each Member have been fully authorized to execute this Agreement.

33) Each Member represents and warrants that this Agreement is not in violation of any agreements and constitutional documents of the individual Member.

**Definitions**

34) For this Agreement, the following terms are defined as follows:

a. "Capital Contributions" -The capital contribution to the Venture made by the Members, including property, cash, or any capital contributions made

b. "Majority Vote" - A Majority Vote is any amount greater than one-half of the authorized votes.

c. "Operational Law" - The Operation of Law means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual but not limited to an assignment for the benefit of creditors.

## **Miscellaneous**

35) This Venture is termed a contractual joint venture and will not constitute a partnership. Members will provide services to one another on an arms' length basis while remaining independent business entities.

There will be no pooling of profits and losses. Each Member is responsible only for its actions, and no Member is an agent for any other Member. Members will not be jointly or severally liable for the actions of other Members.

36) Time is of the essence in this Agreement.

35) This Agreement may be executed in counterparts. Facsimile signatures are binding and considered to be original signatures.

36) Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the female gender and vice versa. This is an agreement with Graeme Kilshaw (Him-Any) for business interests in a Decentralized Autonomous Organization and a Joint Venture called Cube Ministries.

37) If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Members intend that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

38) This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any Member in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the Members.

39) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Members' successors, assigns, executors, administrators, beneficiaries, and representatives.

40) Any notices of delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the address contained in this Agreement or as the Members may later designate in writing.

41) All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by the law.

**IN WITNESS WHEREOF**

The Members have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of

\_\_\_\_\_

Member Name:

\_\_\_\_\_

Member Signature:

\_\_\_\_\_

Official Initial:

\_\_\_\_\_

**SIGNED, SEALED, and DELIVERED**

In the Presence of:

\_\_\_\_\_

Code Name / Alias of New Member:

\_\_\_\_\_