

SCARUS · Offering Cohort 04 / Q2 2026

Sample Joint Venture Agreement

Counsel-drafted partnership template provided as a redacted reference copy. Partner-specific terms (name, percentages, retailer counterparty) are removed.

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Prepared by	SCARUS LLC — Operations
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Distribution	Cohort 04 applicants on request (NDA)
Status	STAGING — placeholder for demo purposes only

Parties to the Agreement

This Joint Venture Agreement (the "Agreement") is made and entered into as of **[DATE]** by and between:

- (i) **[PARTNER NAME]**, an individual residing at **[ADDRESS]** (the "Member"), and
- (ii) **[RETAILER COUNTERPARTY ENTITY]**, a **[STATE]** limited liability company with principal place of business at **[ADDRESS]** (the "Operator").

This Agreement is administered by SCARUS LLC, a Delaware limited liability company (1209 Sample Avenue, Suite 100, Wilmington, DE 19801, EIN 00-0000000), in its capacity as program administrator and counterparty to the reserve commitment described in Section 4.

Section 1 — Formation of the Venture

1.1 The parties hereby establish a joint venture in the form of a Delaware limited liability company (the "Venture LLC") to be filed in the name of the Member. The Operator shall serve as Manager under the Operating Agreement.

1.2 The Member shall receive one (1) physical membership certificate evidencing the membership interest in the Venture LLC.

Section 2 — Term and Termination

2.1 The initial term of this Agreement shall be **twelve (12) months** from the Effective Date, automatically renewing for successive 12-month terms unless terminated under Section 2.2 or 2.3.

2.2 Either party may terminate this Agreement at the conclusion of any term by providing written notice not less than thirty (30) days prior to the end of the then-current term. Upon termination, the Member retains

the Venture LLC entity.

Section 3 — Distributions and Profit Share

3.1 Net distributable profits (as defined in Exhibit A) shall be allocated [**PERCENT**]% to the Member and the remainder to the Operator, payable monthly by ACH on the **eighteenth (18th) day** of each month for the prior operating month.

3.2 Notwithstanding Section 3.1, the Member is guaranteed a minimum monthly distribution of **seven hundred fifty United States Dollars (\$750 USD)** (the "Contractual Floor") for each full operating month during the term, backed by the reserve arrangement described in Section 4.

Section 4 — Reserve Fund Commitment

4.1 SCARUS LLC maintains a segregated reserve fund (the "Reserve") for the purpose of guaranteeing the Contractual Floor described in Section 3.2. If the Member's allocated profit-share under Section 3.1 for any operating month falls below the Contractual Floor, the difference shall be paid out of the Reserve on the same payment date.

4.2 An independent attestation of Reserve balances is published annually as part of the audited operations memorandum.

Section 5 — Reporting and Audit Rights

5.1 The Operator shall deliver a monthly profit-and-loss statement for the Venture LLC, by email, not later than the 18th day of the following month.

5.2 The Member shall have the right to inspect the books and records of the Venture LLC up to **two (2) times per fiscal year** upon ten (10) business days' prior written notice.

Section 6 — Exit and Transfer

6.1 After the initial 12-month term, either party may trigger a transfer or buyout of the Member's interest under the formula set forth in Exhibit B. No early-termination penalty or claw-back of distributions shall apply.

Section 7 — Representations and Limitations

7.1 The Member represents that all information provided in the application and qualification process is accurate to the best of their knowledge.

7.2 Neither this Agreement nor the membership interest in the Venture LLC constitutes a security, investment contract, or franchise. The parties acknowledge this is an operational joint venture for the purpose of online retail commerce.

STAGING NOTICE

This document is a STAGING PLACEHOLDER prepared for the Scarus website demonstration. It is not a complete legal instrument, contains placeholder language only, and shall not be executed or relied upon. The complete counsel-drafted agreement, including Exhibits A through D and the Operating Agreement, will be made available to qualified applicants after eligibility review. Replace with actual executed template before production deployment.