



Joint Venture Partnership (JVP) Agreement:

JVP:	
Contractor Name:	
Address:	
City, State, Zip	
Phone Number:	
Email Address	
Date of Birth (security question)	
Do you prefer reading or listening to audio?	

Get The Clicks:	
Name of Business:	Boehringer Investment Group, Inc. dba Get The Clicks
Website Name:	www.gettheclicks.com
Site Address:	37 N Orange Ave. #420 Orlando, FL 32801
Phone Number:	407-681-4100
Fax Number:	407-374-1564
Email Address	support@gettheclicks.com

Recitals and Agreed Terms:	
Term of Agreement:	Monthly
Initial Agreement Term:	60 calendar days
Compensation:	15% of initial 3 month contract value
Double-Loop Referral Maximum Payout:	\$250
Maximum ClicksBucks Payout:	125% of compensation

Compensation Eligibility Requirements

Joint Venture Partner (JVP) hereby agrees to the terms and conditions of the Joint Venture Partner (JVP) agreement outlined herein.

- 1) Residual commission will be paid according to book value at time of customer sign-up..
- 2) Book close is always 11:59pm EST of calendar month.
- 3) Compensation Payout provided monthly on the month immediately following the contract execution.
- 4) Joint Venture Partner (JVP) is responsible for all tax liability incurred as a result of commission payments.
- 5) Get The Clicks reserves the right to revoke this agreement without cause. Notice given to address herein.

TERMS AND CONDITIONS:

TERMINOLOGY:

1. Joint Venture Partner (JVP) : Individual or business agreeing to refer customers as agreed herein
2. Customers: End-users of the Boehringer Investment Group, Inc. dba Get The Clicks Services.
3. Double-Loop Referral: An incentive program benefitting the JVP by offering a GetThe Clicks discount to their customer, as long as the customer purchases a certain amount of product from the JVPs business.
4. ClicksBucks: Get The Clicks inhouse referral rewards system
5. Let's Chat Forms (LCF): Get The Clicks form requesting customer email for Get The Clicks follow-up

This agreement entered into as of referenced below by and between Boehringer Investment Group, Inc. dba Get The Clicks and Joint Venture Partner (JVP):

RECITALS:

Boehringer Investment Group, Inc. dba Get The Clicks is engaged in the business of developing, distributing, packaging, marketing of various internet-based programs and programming for exhibition and delivery over internet delivery systems such as internet marketing and web development. Further, Get The Clicks provides Client Advocacy program development and implementation as well as multimedia-based presentations including, but not limited to Seminars, workshops, courses, CD-Rs, DVDs & Graphic Design.

Boehringer Investment Group, Inc. dba Get The Clicks desires to utilize the expertise and facilities of the Joint Venture Partner (JVP) and its personnel. Joint Venture Partner (JVP) is willing to provide such services to Boehringer Investment Group, Inc. dba Get The Clicks pursuant to the terms and conditions of this Agreement.

Therefore, in consideration of the mutual premises set forth below, the parties agree as follows:

Services Provided:

Joint Venture Partner (JVP) agrees to provide prospecting and lead referral services to Boehringer Investment Group, Inc. dba Get The Clicks as outlined in this agreement.

Compensation:

For referral services provided by Joint Venture Partner (JVP), Boehringer Investment Group, Inc. dba Get The Clicks shall pay to Joint Venture Partner (JVP) the compensation set forth above. JVP referral commissions will be prorated for any contracts cancelled within first 90 days of service.

Quotes:

All quotes to customers are to be provided by Boehringer Investment Group, Inc. dba Get The Clicks. Retail JVPs are encouraged to capture customers' information for expedited quotes through the Get The Clicks Lead Capture Form. Non-Retail JVPs are encouraged to pass leads immediately.

Professional Conduct:

Boehringer Investment Group, Inc. dba Get The Clicks is a professional organization. All employees and contractors are expected to present themselves as such. Unprofessional conduct is a material breach and may result in agreement cancellation.

Marketing Materials:

Get The Clicks shall be deemed the sole owner of its brand and marketing materials. All Co-marketing activities shall require approval by Boehringer Investment Group, Inc. dba Get The Clicks. Upon agreement termination Joint Venture Partner (JVP) agrees to return to Boehringer Investment Group, Inc. dba Get The Clicks all marketing materials.

Billing Procedure:

All customer billing shall be managed by Boehringer Investment Group, Inc. dba Get The Clicks. Joint Venture Partner (JVP) is not authorized to receive any payments for services rendered by Get The Clicks.

Cancellation:

Boehringer Investment Group, Inc. dba Get The Clicks reserves the right to cancel this agreement with notice. Any and all works including but not limited to sales activity will be retained as ownership of Boehringer Investment Group, Inc. dba Get The Clicks. Unless otherwise specified, full compensation of any pending referrals shall be payable based on the agreed upon pay schedule.

Term:

The term of this Agreement is referenced above and shall automatically be renewed for successive periods unless either party shall have notified the other of its intention not to renew.

Notice:

All notices and other communications given to any party under this Agreement shall be in writing and mailed by first class mail, or delivered by hand to the party at its address set forth above.

No Agency:

The parties understand and agree that each Joint Venture Partner (JVP) is engaged in the operation of its own respective business, that neither party shall be considered to be the agent or owner of the other party for any purpose and that neither has any general authority to enter into any contract, assume any obligations or to make any warranties or representations on behalf of the other.

Subsidiary and Affiliated Operations:

The services to be provided under this Agreement are available through Boehringer Investment Group, Inc. dba Get The Clicks and may, by mutual agreement of the parties, be extended to any Joint venture Partner (JVP) of Boehringer Investment Group, Inc. dba Get The Clicks, whether now existing or formed later. All undersigned parties are duly authorized by their respective organizations to enter into this agreement.

Law Governing:

This agreement shall be governed by the laws of the State of Florida, County of Orange. The law referenced in the recitals and agreements above shall in all respects govern this Agreement.

Insurance:

Joint Venture Partner (JVP) understands and agrees that he/she is responsible for his/her own liability and vehicle insurance, and that such insurance has been procured. Joint Venture Partner (JVP) understands, he/she needs to carry all applicable insurance (liability, car, etc) and may have to provide proof of such insurance upon request.

Confidentiality:

The parties recognize that each shall come into possession of information that comprises valuable trade secrets and other confidential information ("Confidential Information") which is exclusively owned by the conveying party. Both parties expressly recognize that Confidential Information is being conveyed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party during the term of this Agreement, and for a period of *two (2)* years following the termination or expiration of this Agreement. The parties may, however, disclose Confidential Information only to their employees who need to know Confidential Information in order to assure the parties' compliance with the other terms and conditions of this Agreement. Any information provided to personnel outside of client company, requires to be expressly authorized by Boehringer Investment Group, Inc. dba Get The Clicks in writing.

Subsequently, all undersigned parties will not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person or entity in any manner whatsoever or use for either benefit, any or all pertinent information relating to any multimedia project between Boehringer Investment Group, Inc. dba Get The Clicks and any other entity including clients of Boehringer Investment Group, Inc. dba Get The Clicks. This information shall include, but is not limited to, investor information, company strategies, trade activities, customer information, company information or methods of doing business in general. All of these items are important, material, highly confidential and gravely affect the effective and successful conduct of both companies and their respective goodwill. Any breach of the terms of these terms shall be a material breach or threatened breach by the undersigned of the provisions of this section. In the event of a breach by either undersigned, the opposing party shall be entitled to an injunction restraining the opposing party from disclosing in whole or in part any further information described in this section and/or any prior section.

Employees:

The parties recognize that the other's employees are uniquely qualified for their jobs, and that the identity of both parties' employees is Confidential Information. Therefore, the parties agree that, during the term of this Agreement and for a period of *two (2)* years following the termination or expiration of this Agreement, neither party will solicit employment of, nor employ, any of the other party's employees.

Remedies:

The failure of either party to seek relief for the other party's breach of any duty under this Agreement, shall not waive any right of the non-breaching party's to seek relief for any subsequent breach.

Arbitration:

Any dispute concerning the parties' duties under this Agreement which the parties cannot resolve within *thirty (30)* days shall be directed to binding arbitration administered by, and pursuant to the rules of, the American Arbitration Association ("AAA") in the County of Orange, in the State of Florida, with all expenses being shared equally by the parties. Judgment upon any AAA award may be entered in any court having jurisdiction. Any costs incurred in the enforcement of the arbitration award shall be paid by the party against whom enforcement is sought.

Prevailing Party Attorney's Fees:

In case of any dispute that may not be resolved through mediation, both parties hereby agree to pay the prevailing parties Attorney's fees. Such fees may include any and all costs involved in the legal proceedings of the dispute including, but not limited to, court fees and/or attorney fees.

Entire Agreement:

This Agreement and any Attachments supersede any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

Severability:

If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

Indemnification:

Boehringer Investment Group, Inc. dba Get The Clicks shall not undertake to resolve any disputes or litigation on Joint Venture Partner (JVP)'s behalf involving any part of this agreement and/or any of the services rendered by/for Boehringer Investment Group, Inc. dba Get The Clicks, and Joint Venture Partner (JVP) agrees that it shall indemnify, hold Boehringer Investment Group, Inc. dba Get The Clicks harmless and defend Boehringer Investment Group, Inc. dba Get The Clicks against any disputes involving any of the services provided by Joint Venture Partner (JVP). In addition, Joint Venture Partner (JVP) shall hold Boehringer Investment Group, Inc. dba Get The Clicks harmless and defend Boehringer Investment Group, Inc. dba Get The Clicks against any disputes involving internet fraud, credit card fraud and/or any other services relating to Joint Venture Partner (JVP)'s work.

Consent:

The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective party.

Waiver:

No waiver by Boehringer Investment Group, Inc. dba Get The Clicks, or its agents of any breach or default in the performance of any covenant, condition or term contained herein shall constitute a waiver of any subsequent breach in the performance of the same or any other covenant, condition or term hereof.

Change in Terms:

All terms of this Agreement, charges and conditions are SUBJECT TO CHANGE with notice. If changed, the Joint Venture Partner (JVP) may terminate this Agreement on the effective day of the change. If the Joint Venture Partner (JVP) does not terminate this Agreement within 30 days of said change, the change shall become effective and apply to this agreement.

Succession:

All of the provisions hereof shall apply to, bind, and be obligatory upon the heirs, assigns, executors, administrators, representatives and successors of the parties hereto.

Warranty Exclusion:

The agents and employees of Boehringer Investment Group, Inc. dba Get The Clicks are not authorized to make warranties about the services referred to in this Agreement Boehringer Investment Group, Inc. dba Get The Clicks agents' and employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the Joint Venture Partner (JVP), and are not part of this Agreement. The entire Agreement and understanding of the parties hereto is embodied in this writing, and NO OTHER WARRANTIES are given beyond those set forth in this Agreement. The parties hereto agree that the IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and all other warranties express or implied, ARE EXCLUDED from this transaction and shall not apply to the agreement, services and facilities referred to herein.

Miscellaneous:

This Agreement shall be binding upon the parties and their respective successors and assigns. No modification, renewal, extension or waiver of this Agreement or any of the provisions contained in this Agreement shall be binding upon either party, unless made in writing and signed by each party by a person duly authorized. This Agreement constitutes the full, complete, and entire Agreement between the parties and supersedes all prior understandings, agreements or arrangements between the parties with respect to the subject matter of this Agreement.

Notes:

I have hereby read and voluntarily agree to the above terms and conditions.

Joint Venture Partner (JVP)'s Signature

Print Name

Get The Clicks

Print Name

____ / ____ / _____
Date

Instructions:

Please fill out and sign the entire agreement

Also, go to the following link: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Print out the form, fill in and sign.

Then fax all information to 407-374-1564 Attention: Accounting

JVP Promotion:

Please let us know what double-loop referral promotion you'd like to setup. We will create a display based on the promotion.

JVP Advocacy Group:

The JVP Advocacy Group is a group of JVP members that meets once a month at a JVP's place of business or other predetermined meeting location. The purpose of the meeting is:

1. To be in a social environment and have an informal conversation of the current business challenges that JVP faces. The JVP is responsible to have three topics to discuss.
2. To showcase the JVP's business to other JVPs. We want you to meet your JVP cousins.
3. These meetings are not networking events. The meetings are designed to be a leadership group of business professionals helping a specific JVP grow his/her business.

Would you like to include your business in the JVP Advocacy Group? Yes ___ No ___
