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## Pro Forma CJV Counter-Party Agreement

### JOINT VENTURE AGREEMENT

Between

\_\_\_\_\_  
(Joint Venture Co-Venturer JVC or JV1)

And

Independent Business Concepts Inc , AGENT (IBC)  
For Premium Members of Independent Business Consulting Association (2009)  
("IBCA(2009)" or "JV2")

#### RECITALS

IBCA(2009) is an Association of individuals as Members of IBCA(2009), acting through a duly appointed Attorney and Agent, ("Attorney") where Attorney has appointed IBC as the Agent for Attorney and as IBCA Agent for the purposes of this matter.

It is understood that the JVC/ JV1 operates, or proposes to acquire and operate a business (Business), and requires management services and capitalization (Resources) to develop its business into a successful and profitable operation.

JVC acknowledges that JVC/JV1 lacks all the Resources necessary to attain these business goals and seeks support from JV2 to provide those Resources to supplement that of JVC/JV1.

NOW THEREFORE, In consideration the two parties have exchanged \$ 1.00, and the following promises, which shall serve as sufficient consideration, and Agree as follows:

1. The Parties agree to co-venture in the Business as a Contractual Joint Venture (CJV) and not as a partnership.
2. The provisions for formation, contributions of the parties, operations and termination and ancillary terms are set forth in a supplementary web based instrument, "JVC Standard Terms" and "Addendum" which are incorporated herein by reference.
3. Notwithstanding the generality of the foregoing, the financial allocations for the results of the CJV Business shall be allocated as follows:

(a) The net profit shall be allocated 95% to the JVC/JV1 and 5% to the JV2

(b) The losses shall be allocated 100% to the JV2

4. Notwithstanding the generality of 2 above, it shall be the sole and complete responsibility of the JVC/JV1 to ensure that payments are made to Canada Revenue Agency, for payroll taxes, GST, Provincial Sales Tax, and other taxes due for the Business. Under no circumstances will any liability accrue to the IBCA or any of its members who are co-Venturors in this CJV and JVC/JV1 indemnifies JV2 therefore.

5. The term of the agreement shall be one year, and be automatically renewed for additional years, unless cancelled by either party, by giving thirty days notice. "Year" shall mean calendar year.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_ at \_\_\_\_\_.

JV2 \_\_\_\_\_

JVC/JV1 \_\_\_\_\_

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