

Distributor Agreement

This Agreement entered into this ____ day of _____ 200__, between GET ROCKED (JVP Investments Incorporated), a Minnesota Corporation, hereinafter referred to as "Company", and _____ (Distributor Name), herein referred to as "Distributor", as follows:

____ 1. Strict compliance with the terms of this agreement shall be expected of both Company and Distributor.

____ 2. The relationship between Company and Distributor is that the Company is supplier of merchandise for Distributor's retail sales business and that Distributor is self employed. Distributor shall not hold itself out to be an agent, employee, or legal representative of Company. Distributor understands and agrees that it has no power of authority either directly or indirectly, to incur any debt or liability or to contract on behalf of Company.

____ 3. Distributor shall comply with all Local, State, and Federal laws, rules and regulations which are applicable to Distributor's business, including any fees which may be imposed upon a retailer for the privilege of conducting a retail business. Distributor assumes sole responsibility and liability for any and all Social Security, Federal, State, and Local income taxes which may become due, and promises and agrees to hold Company harmless for any liability therefore.

____ 4. Distributor agrees that it shall not display or sell any products other than those distributed by Company for sale through the GET ROCKED, in-home party plan. Distributor further agrees to represent the Company's products as an exclusive line, and will not co-mingle a GET ROCKED presentation with any other products.

____ 5. Company will allow a discount on merchandise purchased by Distributor, according to the Company's discount program. No discount shall be accorded for purchases of sales aids, Company literature, or any such items as from time to time may be designated as "net items".

____ 6. Company will furnish Distributor from time to time with sales training, techniques, product knowledge, forms, charts, order forms, sales aids, promotional material, and other literature currently used by the Company, all at minimal cost.

____ 7. All discounts and terms of sales shall be modifiable by Company within its sole discretion with reasonable notice to Distributor of any modification.

____ 8. Company will furnish Distributor with a continuous source of supply of Company's merchandise and will use its best efforts toward fulfilling this obligation provided, however that Company shall not be held liable to Distributor for any failure or delay in providing adequate stock of merchandise when same is caused in whole or part by conditions beyond Company's control.

____ 9. Distributor shall acquire product knowledge, promote the sale of Company's merchandise and present Company's merchandise tactfully, truthfully, and honestly. Distributor agrees to hold Company harmless from any damages resulting from any misrepresentation. It is Distributor's obligation to reflect the highest standard of integrity, honesty, sincerity, and responsibility in Distributor's business dealings with customers and not jeopardize Company's favorable public image.

____ 10. Distributor shall not disclose the names, addresses, and/ or telephone numbers of any GET ROCKED customers to any person including spouses, or corporation except Company.

____ 11. Distributor agrees not to, at any time, communicate or divulge or use for the benefit of any person, firm or corporation, any of the forms, presentations, sales methods, sales techniques, trade secrets or marketing techniques acquired from Company. This includes the use of the company name and logo without the expressed written consent of Company. All Company paperwork is the sole property of the Company and may not be reproduce unless specifically agreed to by Company in writing.

____ 12. Distributors agree to abide by all published Company policies. Said policies may from time to time may be changed at the Company's discretion with due written notice of the same given to Distributor.

____ 13. In consideration of the foregoing Agreement, Distributor covenants with Company that, for the maximum period allowed by law in Distributor's state of residence following that date of termination by either party, the Distributor will not compete directly or indirectly in any way with the Company within a one hundred (100) mile radius of any Company's warehouse facilities, or if Company's warehouse facilities are more than one hundred (100) miles from Distributor's residence, within a fifty (50) mile radius of Distributor's residential address.

____ 14. This agreement shall be effective from the date of acceptance by Company until December 31st of the same year and shall thereafter be automatically renewed each January 1st for additional terms of on (1) year, provided that the Agreement may be immediately terminated by either party without cause at any time upon not less than fifteen (15) days written notice.

____ 15. Termination may also automatically occur as a result of lack of minimum retail purchases for a given period of time as determined by current Company policies.

____ 16. In the event Agreement is terminated by either party, Distributor shall not be entitled to any monies from Company for overrides or bonuses earned or accrued after the date of termination of the Agreement. Distributor specifically understands this to mean that NO claims for monies will be honored by Company after the effective date of termination.

____ 17. This Agreement constitutes the sole Agreement between Company and Distributor and may be amended only in writing. This Agreement supersedes all prior understandings and agreements between Company and Distributor.

____ 18. This Agreement and any dispute, claim or defense arising out of or relating to this Agreement, shall be governed and construed in accordance with the laws of the State of Minnesota and legal action will require Distributor to appear in court in the State of Minnesota. This Agreement shall be binding upon the inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.

PLEASE INITIAL EACH PARAGRAPH ABOVE AND DATE AND SIGN BELOW.

X _____ Dist# _____ Date _____
(GET ROCKED Distributor)

Accepted by GET ROCKED

_____ Date _____
(Signature of Corporate Officer)