

The Venue Network, Inc.
dba VenueGen

NON-EXCLUSIVE REFERRAL PARTNER AGREEMENT

This Non-Exclusive Referral Partner Agreement (this "Agreement") is made as of January 31, 2011, by and between The Venue Network, Inc. (VenueGen), a Delaware corporation (the "Company"), and Bill Thompson (the "Referral Partner"). The Referral Partner and the Company agree:

1. **Engagement of Referral Partner:** The Company hereby engages the Referral Partner, and the Referral Partner hereby accepts such engagement, to act as the Company's Referral Partner with respect to sales and/or licenses of the Company's VenueGen Solution and/or other products and services of the Company made available by the Company to customers and prospective customers from time to time (the "Sales") by and between the Company and third parties (the "VenueGen Customers").

2. **Referral Partner's Compensation:**

(a) In consideration for the services rendered by the Referral Partner hereunder, the Company will pay to the Referral Partner (or cause the Referral Partner to be paid) compensation equal to twenty percent (20%) of the amount invoiced by the Company (or the Company's reseller to which the Company assigns such referral in the Company's sole discretion) with respect to any VenueGen Customer introduced by the Referral Partner (the "Referred VenueGen Customer") during the first 2 years (24) months immediately after the Company enters into a binding Business Account Agreement with the Referred VenueGen Customer with respect to a Sale. Individual Account Agreements are not eligible for referral fees. For the purposes of this Agreement, "introduced" will mean that: (i) the Referral Partner submitted the name and contact information of the Referred VenueGen Customer to the Company via the referral page of the Company's referral partner portal located at www.VenueGen.com/VenueGen (the "Portal"), or via an acknowledged email to Company CEO or President, (ii) the Referral Partner completed all other information requested and/or required with respect to the Referred VenueGen Customer on the Portal, (iii) the Company accepts the referral of the Referred VenueGen Customer, which the Company may decline in its sole discretion (the Company may reject such referral for, among other reasons, the existence of a prior contact or relationship with such Referred VenueGen Customer), and (iv) the Company enters into a binding agreement with the Referred VenueGen Customer not later than one six (6) months immediately after the submission of the Referred VenueGen Customer by the Referral Partner through the Portal. Any amounts due by the Company to the Referral Partner will be paid not later than forty-five (45) days immediately after the end of the calendar month during which the obligation of the Company to the Referral Partner with respect to such amounts due arises.

(b) The Company will have no obligation to the Referral Partner with respect to any other revenue or investment received from any Referred VenueGen Customer (i) arising as a result of any contract or agreement with such Referred VenueGen Customer

entered into more than one six (6) months immediately after the submission of the Referred VenueGen Customer by the Referral Partner through the Portal, or (ii) with respect to any source or transaction other than Sales.

3. Certain Matters Relating to Referral Partner's Duties:

(a) The Referral Partner's responsibilities will be limited to introducing prospective VenueGen Customers to the Company and the Referral Partner will not have authority to enter into any agreement directly with a Customer for VenueGen services are on behalf of TVN. The Referral Partner will have no responsibility to participate or assist in any negotiations between any Referred VenueGen Customer and the Company.

(b) The Referral Partner will perform its duties under this Agreement in a manner consistent with the instructions of the Company as provided from time to time, including, without limitation, any instructions provided via the Portal, and in a manner that reflects well on the Company.

(c) The Referral Partner, upon agreement with the Company may engage in marketing the VenueGen products through targeted advertising, mailings, published articles, and seminars. The Referral Partner is under no obligation to introduce the Company to prospective VenueGen Customers with whom the Referral Partner does have a pre-existing relationship with and who has purchased products from the Referral Partner. The Referral Partner may introduce the Company to any prospective VenueGen Customer with whom the Referral Partner does not have a pre-existing relationship, if such Customer has taken a phone call or meeting with Referral Partner, or has agreed to a demonstration of the product.

(d) The Referral Partner is and will hereafter act as an independent contractor and not as an employee of the Company and nothing in this Agreement will be interpreted or construed to create any employment, partnership, joint venture, or other relationship between the Referral Partner and the Company. The Referral Partner will not hold itself out as having, and will not state to any person that the Referral Partner has, any relationship with the Company other than as an independent contractor. The Referral Partner will have no right or power to find or create any liability or obligation for or in the name of the Company or to sign any documents on behalf of the Company.

4. Termination of Agreement. Either party may terminate this Agreement by notifying the other party in writing. Notwithstanding the foregoing, all provisions of this Agreement will survive the termination of this Agreement with respect to Referred VenueGen Customers who the Referral Partner introduces to the Company prior to any termination of this Agreement. The Referral Partner will be entitled to compensation under Section 2 based on Sales made to Referred VenueGen Customers prior to the termination of this Agreement or at any time within one six (6) months thereafter.

5. Confidentiality of Company Information. The Referral Partner acknowledges that all information provided by the Company to the Referral Partner is confidential information, with the exception of information that is available to the public. The Referral Partner will use this Confidential Information only for the purposes described by this Agreement. The Referral Partner will return all Confidential Information within fifteen (15) days after

the termination of this Agreement.

6. **Notices.** Any notice, consent, authorization or other communication to be given hereunder will be in writing and will be deemed duly given and received when delivered personally, when transmitted by fax, three days after being mailed by first class mail, or one day after being sent by a nationally recognized overnight delivery service, charges and postage prepaid, properly addressed to the party to receive such notice, at the following address or fax number for such party (or at such other address or fax number as will hereafter be specified by such party by like notice):
 - (a) If to the Company, to: At the address below the Company's signature below
 - (b) If to the Referral Partner, to: At the address below the Referral Partner's signature below
7. **Company to Control Transactions.** The prices, terms and conditions under which the Company will make Sales will be determined by the Company in its sole discretion. The Company will have the authority to control all discussions and negotiations regarding any proposed or actual Sale. Nothing in this Agreement will obligate the Company to actually consummate any Sale. The Company may terminate any negotiations or discussions at any time and reserves the right not to proceed with any Sale. Compensation pursuant to this Agreement will only be paid to the Referral Partner in the event of the execution and delivery of a definitive agreement relating to a Sale as provided in Section 2 above. The provisions of this Section will survive any termination of this Agreement.
8. **Expenses, Etc.** The compensation described in Section 2 of this Agreement will be the Referral Partner's sole compensation for all of its services and efforts to the Company and its affiliates. The Referral Partner will be exclusively responsible for any compensation, fees, commissions or payments of its employees, agents representatives, or other persons or entities utilized by it in connection with its activities on behalf of the Company, and the Referral Partner will indemnify and hold harmless the Company and its affiliates from the claims of any such persons or entities.
9. **No Conflict of Interest.** The Referral Partner represents that it is not a party to any other agreement which would conflict with or interfere with the terms and conditions of this Agreement.
10. **Assignment Prohibited.** No assignment of this Agreement will be made without the prior written consent of the other party; provided, however, the Company may assign or otherwise transfer Referred VenueGen Customer to any reseller of the Company's VenueGen Solution in its sole discretion.
11. **Amendments.** Neither party may amend this Agreement or rescind any of its existing provisions without the prior written consent of the other party.
12. **Governing Law.** This Agreement will be deemed to have been made in the State of North Carolina and will be construed, and the rights and liabilities determined, in accordance with the law of the State of North Carolina, without regard to the conflicts of laws rules of such jurisdiction.
13. **Waiver.** Neither Referral Partner's nor the Company's failure to insist at any time upon strict compliance with this Agreement or any of its terms nor any continued course of

such conduct on their part will constitute or be considered a waiver by Referral Partner or them Company of any of their respective rights or privileges under this Agreement.

14. **Severability.** If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any sovereign government or regulatory body having jurisdiction over the subject matter of this Agreement, such provision will be deemed to be rescinded or modified in accordance with such law, rule or regulation. In all other respects, this Agreement will continue to remain in full force and effect.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed will constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart. Each of the parties hereto will sign a sufficient number of counterparts so that each party will receive a fully executed original of this Agreement.
16. **Entire Agreement.** This Agreement and all other agreements and documents referred herein constitute the entire agreement between the Company and the Referral Partner. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. This is an integrated Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first set forth above.

The Venue Network, Inc.

By:

By:

Name:

Name:

**William M. Thompson
357 N. Rock Island Road
Suite 208
Margate, FL 33063**