



FAN PASS PLATFORM & LIVE PERFORMANCE AGREEMENT

Fan Pass, Inc. ("**Platform**"), located at 1821 S. Bascom Ave. Campbell Ca. 95008, and "**Artist**" & "**Entertainer**" or "**Venue**", enter into this Agreement for the purposes of delivering a "Virtual Stage" to promote subscription based live streaming performances, engage fans and offer exclusive fan merchandise. All Virtual concerts and related events delivered in or on the Fan Pass mobile applications and/or desktop/web Platforms under the following, mutually agreeable conditions:

- 1. Exclusive Content, Live Performances and Merchandise by Artist, Entertainer or Venue.** Artist will utilize the "Platform" to offer all forms of fan content and conduct or provide Live Streaming Entertainment, chats, merchandise offerings and/or various forms of content and communications offerings to engage with their fans. Live performances may be "INDIVIDUALLY TICKETED" for an additional fee and may range from a few minutes, to 30 minutes, 60 minutes or more. Artists will notify "Platform" seven (7) days in advance of Live Events that exceed anything greater than 30 minutes (unless mutually agreed otherwise in writing by the parties), allowing "Platform" the proper time to prepare merchandise designs, Instagram story ads and various banners to be utilized by Artist and "Platform" to announce the event to all fans, followers and others. Artist will also participate in pre-performance streams, Instagram stories, and post-performance live streams and backstage live streams, before during and after the live performance (collectively the "**Performance**"). All "Live Stream" events will be released five (5) days following its original performance and will be made available to subscribers of the Fan Pass application or website, only following this five (5) day period following a "Live Stream" performance by an artist or at a venue.

- 2. Artist or Venue Revenue & Compensation:**
 - A. **Live or PPV Event Ticketing:** Keep **100%** of ticket sales. Fan Pass will add a "Platform Fee" or "Additional Fee" (*determined by the Company with consideration of the event and ticket pricing, typically \$2.99 - \$7.99*) of each ticket sold. Platform fee covers credit card processing, live streaming, bandwidth, uptime, artist or venue channel/content archives, and other fees associated with Fan Pass monitoring, support and general streaming each live event.

- B. **Subscription Revenue:** Receive up to **40%** of net subscriber revenue, based on the popularity and total number of views your content receives or (“Content Views”). In addition to ticketing a Live Event, the Fan Pass platform offers much more to each fan with our monthly subscriptions, which each artist also shares in. The 40% of net revenues is based on this (“Content Views”) formula and is calculated based on all (“Content Views”) an artist receives to “His, Her or Their” content channel, against the overall (“Content Views”) received by the platform as a whole, as reported by the “Clever Tap” system and software. All tracking is based on content outside of anything ticketed separately or sold as a PPV event.

EXAMPLE: Artist Content Views / Total Content Views = % of the revenue pool received. *(Calculated at \$3.99 per subscriber in this example – monthly fee may change at the election of the platform at anytime)*

Total Fan Pass (“Content Views”) = 2,000,000

Total Fan Pass (“Subscriber Revenue”) = \$1,000,000

Individual Artist/Venue (“Revenue Share/Pool”) = 40% or \$400,000

Individual Artist/Venue (“Content Views”) = 200,000 or 10% of total views

Individual Artist/Venue (“Subscriber Revenue”) = 10% of the \$400,000

GRAND TOTAL = \$40,000 RECURRING MONTHLY REVENUE

“ARTISTS/VENUE CAN ASPIRE TO ACHIEVE MORE ACTIVITY FROM FANS AND CONTINUE EARNING A LARGER % OF THE REVENUE SHARING POOL, MINIMUM PAYMENT OF ONE HUNDRED DOLLARS AND RESETS EVERY THIRTY DAYS”

- A. **Exclusive Merchandise Offerings:** 45% of Net Revenue from all approved exclusive merchandise offerings. Fan Pass will handle credit card processing, printing, and shipping all orders. Including handling of refunds and exchanges.

- i. (“**Revenues & Payouts**”) shall mean “Net Sales” all revenue minus hard costs of merchandise or apparel, Design, credit card fees & shipping. (Minus - chargeback fees, refunds or any taxes collected). Ticket sales on Live or PPV events as well as monthly subscription revenue splits shall be paid Bi-Monthly on the 15th and 30th of each month following the month in which the fees were generated. *(Unless otherwise mutually agreed and authorized by the parties).*

- C. **Merchandise.** Platform shall offer the designs, messaging and types of merchandise to artist for approval, which shall determine the available list of merchandise to be offered on the Fan Pass Platform. Merchandise will be and remain for sale during the duration of

the artist's relationship with Platform and Fan Pass channel being live and active by the artist on the platform.

3. **Promotion & Artist Deliverable.** Platform is not authorized to, and will not, make any commitments on behalf of Artist for personal appearances or other promotional activities related to any Live Performance or event planned on the Fan Pass platform, until Artist has committed to Platform and Fan Pass has engaged in it's design and productions of fan based offerings for such planned event. Notwithstanding the foregoing, **the Artist will be offered creative options for at least one Instagram story and shall actively promote their artist "Channel"** on the Fan Pass platform, along with an upcoming or previous event. **Artist deliverables include** promotions to be delivered across the Artist's existing social media platforms to solicit downloads of the Fan Pass mobile application and therefor allow fans to choose a subscription option or not. Artist will assist and use their best efforts to engage with fans, broadcast promotional messages and announce live events scheduled, pre-recorded and available and upcoming. **The Platform will provide the promotional support for the Artist as set forth on Exhibit A hereto.**

4. **Ownership and Grant of Rights.**

- (a) Artist hereby expressly acknowledges, certifies and agrees that all of the results and proceeds of Platform's digital recordings featuring Artist's Performance (the "**Work**") are and shall be deemed works "made-for-hire" in that: (i) the Work is prepared within the scope of Platform
- (b) Revenue sharing relationship with the Artist hereunder; and/or (ii) it constitutes works specifically offered by Platform and said platform (Fan Pass, mobile applications and website) for use as a contribution to a collective work. Accordingly, Artist further acknowledges, certifies and agrees that Promoter/Fan Pass, Inc. is and shall be deemed the author and/or exclusive owner of all of the foregoing for all purposes and the exclusive owner throughout the world of all the rights of any kind comprised in the copyright thereof (expressly including the copyrights in and to the Work and any renewal or extension rights in connection therewith, excluding only the copyright in the musical compositions performed by Artist which are contained in the Work), and of any and all other rights thereto, and that Platform shall have the right to exploit any or all of the foregoing in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all configurations as Platform determines. Artist hereby irrevocably and unconditionally waives any and all moral and like rights that Artist may have in the Work and hereby agrees not to make any claim against Promoter, or any party authorized by Platform to exploit the Work based on such moral or like rights. Furthermore, Platform may use the Work or portions of the Work in connection with other Platform webcasts of which may include other artists. To the extent that Artist may be deemed the "author" of the Work then Artist will, upon Promoter's request, execute, acknowledge and deliver to Platform such additional documents as Platform may deem necessary to evidence and effectuate Promoter's rights hereunder, and Artist hereby grants to Platform the right as attorney-in-fact to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all

such documents if Artist shall fail to execute same within five (5) days after so requested by Promoter.

- (c) Notwithstanding the foregoing, Platform may broadcast, webcast and otherwise exploit the Work, as set forth herein, artist will continue to be compensated on all revenue sharing based on the terms of the agreement. Artist further agrees that portions of Artist's Performances on or in the Fan Pass platform may be included in promotional videos, advertisements or other. Compositions, featuring Artist's song performances (the "**Songs**") may be used in such promotion videos as well. Platform shall select Songs, which may be used in the promotional videos or other forms of media or marketing.
 - (d) **Licenses for Musical Compositions.** In the event that a musical composition performed by Artist during the Performance is owned or controlled by Artist or Artist's designee, Artist hereby grants to Platform a mechanical license for all musical compositions performed during the Performance. In addition, Artist shall use reasonable efforts to cause Artist's designee to execute any mechanical licenses, synchronization licenses, and/or performance licenses that shall be required by Platform in connection with the Performance. In the event that Artist performs musical compositions that are not owned or controlled by Artist, then Artist shall assist Platform in obtaining mechanical and/or synchronization licenses for the use of those musical compositions in the Performance.
5. **Licenses and Permits.** Platform will not be responsible for obtaining any use permits and/or licenses required for the performances under applicable federal, state, and local laws and regulations, including any licenses that need be acquired through any performing rights organizations, at home, at a venue, backstage or other. Artist attests to all works being performed as original, authorized or owned, company is not responsible for fees that may arise from inaccurate representations by artists, venues or their respective management.
6. **Equipment and Transportation.** Artist will be responsible for providing all musical instruments and stage sets, if any, to be used in the performance to which this Agreement relates. Artist will assume full responsibility for maintaining insurance on or otherwise assuming risk to all equipment under the responsibility and/or control of Artist at home, at a venue, backstage or other.
7. **Pre-Promotion.** Platform will ensure all specified times and events offered are properly displayed in or on Fan Pass mobile applications and website platforms. Platform will not allow the audience to enter the performance area until the pre-promotion social media messages have been sent out and all fan notifications are deemed confirmed prior to the event and technical set-up has been completed to the artist's satisfaction. Artist will provide all personnel necessary to effect the technical set-up and will be responsible for ensuring that the personnel make every effort to complete the set-up at least one (1) hour before the time scheduled for the performance to begin.

- 8. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Santa Clara, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction.
- 9. Prohibition Against Assignment.** Due to the unique nature of the Platform and Artist's services, Artist may not assign any of Artist's rights or obligations under this agreement. Platform may assign Promoter's rights and obligations under this agreement to any third party
- 10. Termination.** Artist may terminate its relationship with Platform or Platform at anytime and will continue receiving monthly revenue sharing in the amounts agreed upon in this agreement, until such time all subscribers no longer exist or cancel their subscription. In the event of a material breach of the terms and conditions of this Agreement, the non-breaching party may, at its option, upon written notice to the breaching party, terminate this Agreement. In the event of a material breach of the terms and conditions of this Agreement by the Artist, the Artist agrees to forfeit it's 40% revenue share on all subscription revenues and 5% on merchandise sales until all documented out-of-pocket expenses incurred by Platform are paid in full, due to the breach.
- 11. Notice.** All notices to the parties will be in writing and will be sent to the address of the party stated in the beginning of this agreement. Notices must be sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given when received.
- 12. Integration Clause.** This document contains the entire agreement between Artist and Platform and cannot be changed orally, but only by a written agreement signed by both parties.
- 13. Severability of Invalid Provisions.** If any provision of this agreement is deemed unenforceable, that provision will be omitted only to the extent necessary to make this agreement valid and enforceable, and the remaining provisions will remain in full force and effect.
- 14. Governing Law.** This agreement will be governed in all respects by the law of the State of California. Exhibit A

Fan Pass, Inc. (Platform & Platform)
Relationship Agent & Platform Services

- * Inclusion in Company Launch and promotions
- * Dedicated Fan Pass Agent
 - Onboarding & Channel set up
 - Email campaign design, set up and execution
 - Instagram Story & Banner Ad creative
 - Web & Mobile ad campaign management
 - Analytic tracking
 - Content posting
 - Push Notifications
 - Social Posting campaign on all company socials
 - Homepage Marquee hero placement
 - Event scheduling
 - Artist Branded Merchandise Store
 - * Custom piece &/or collection designed for approval and sale
- * Professionally written PRESS RELEASE (for artist & legal approval)
- * Merchant processing, currency collection & artist payments
 - * Audited reporting, analytics and accounting
- Press Distribution

Includes:

US News Distribution

Search engine optimization, distribution network that includes the top financial & media platforms such as **AP, Dow Jones, Thomson Reuters, OTC Markets, Bloomberg and thousands of other journalists & news outlets.**

- **Worldwide saturation** through downstream sites including Google News, Yahoo! Finance, Marketwatch, [Etrade](#), Ameritrade and many more.
- **Distribution to print and online trade media** and industry opinion leaders in vertical market categories.
- **Social media sharing links** to Facebook, Twitter, LinkedIn and others
- **Embedded multimedia options** to showcase branded images