

FAN PASS PLATFORM & LIVE PERFORMANCE AGREEMENT

Fan Pass, Inc. ("Platform"), located at 1821 S. Bascom Ave. Campbell Ca. 95008, and artist, entertainer, dj, performer or others deemed suitable for platform related content, enter into this agreement for the purposes of delivering a livestreaming platform along with tools, products and services designed to allow all artists to showcase their talent via user generated content (UGC) on the platform. The platform provides various opportunities and ways to promote and engage with fans, social influencers, followers, other artists, venues, music distribution outlets or services and brands. Ticketed events or PPV offerings by platform artists can be offered to fans for a set price and one hundred percent (100%) of the actual ticket price is redeemed to each artist or platform performer. Fan revenues via monthly subscriptions are shared based on views received by each performer and merchandise sales are shared on each sale, all reported to each artist/platform performer in their personal dashboard and paid out directly by the Company. All performers may offer live streaming performances, engage fans, and offer exclusive fan merchandise. All virtual events, behind the scenes content, concerts and related events delivered in or on the Fan Pass platform, mobile applications and/or desktop/web Platforms under the following, mutually agreeable conditions:

1. Exclusive Content. Artist and/or platform performers 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 fans. Live performances may be "Ticketed or offered as a PPV" for an additional fee or tickets that fans may purchase and may vary in length of performance or appearance. Artist Pro offerings and other services may be utilized by each artist or platform performer to allow the Fan Pass design team to prepare merchandise designs, Instagram story ads and various banners to be utilized by Artist and "Platform" to announce each event or special event to all fans, followers, partners, venues, sponsors, brands and others. Artist and platform performers will make best efforts or coordinate with the Company to livestream, record or agree to have a social influencer capture "Pre-Performance and Post-Performance" activities, sound checks, parties, hang outs, meet and greets or other content to engage fans for a unique and exclusive experience. Social activities, Instagram stories, and post-performance live streams and backstage live streams, before during and after the live performance (collectively the "Performance"). All "Livestream" events will be released immediately following its original performance and made available to all fan subscribers only, unless otherwise requested or specified by the artist or platform performer and will be made available to fan subscribers of the Fan Pass application or website, following a "Livestream" performance by an artist or platform performer.

2. Compensation:

- A. **Live or PPV** – Ticketed Events or Tips Received: Keep 100% of ticket sale price (example: \$10.00 ticket charge to fan, artist/platform performer receives entire \$10.00) or TIP donated by fans through the Fan Pass platforms TIP feature/offering. Additional sales of merchandise and subscriber revenue will be shared with each artist as follows: fifty percent (50%) of net merchandise sales and up to forty percent (40%) of monthly

subscriber revenue, based on content views (each artist can earn up to 40% or a pro-rata portion of the 40% monthly, based on content view tracking, reporting and calculations.

- B. **Subscription Revenue:** Artists and platform performers 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 revenue is based on this (“Content Views”) formula and is calculated based on all (“Content Views”) an artist or platform performer receives on the content, against the overall (“Content Views”) received by the artists and platform performers as a whole, outside of any individually ticketed events or generally PPV events.

EXAMPLE: 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 any time)

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/PLATFORM PERFORMERS 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”

- C. **Exclusive Merchandise Offerings:** 50% 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).

Merchandise. Platform may offer 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. Merchandise may be designed and offered for a fee or may be included as part of a package like the Company's "Artist Pro" service offering or may be a stand-alone fee based on the artist and/or agreement made between artist, platform performer, agent, manager, venue, label, brand or other authorized third party engaging in some aspect of the artist/platform performer and the platform (Fan Pass).

3. Promotion & Artist/Platform Performer Deliverable. Platform is not authorized to, and will not, make any commitments on behalf of artist or platform performer for personal appearances or other promotional activities related to any Livestream Performance, appearance or event planned on the Fan Pass platform, until a committed to Platform (Fan Pass) via a scheduled event on the platforms event calendar. Notwithstanding the foregoing, the artist or platform performer may be offered creative options for at least one Instagram story and shall actively promote to their fans and followers all upcoming or previous events. Artists and platform performers will promote across existing social media platforms to solicit downloads of the Fan Pass mobile and or web/desktop application and therefor allow fans to choose a FREE TRIAL subscription option or the sign-up option. Artist and platform performers will assist and use their best efforts to engage with fans, followers, social influencers, partners, brands, and others to broadcast promotional messages and announce livestream events or appearances scheduled, pre-recorded or impromptu, including currently available and upcoming.

4. Ownership and Grant of Rights.

(a) Artist and platform performers hereby expressly acknowledge, 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 is royalty free and generally original or user generated content (UGC).

(b) Each revenue sharing relationship with the artist and/or platform performer 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 platform/Fan Pass and the Company's Friendable, Inc. and Fan Pass, Inc. (a wholly owned subsidiary of Friendable, 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 or platform performer 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 and platform performer hereby irrevocably and unconditionally waive any and all moral and like rights in the work and hereby agrees not to make any claim against the parent company, subsidiary

or platform, or any party, affiliate or other, 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 and or performers. To the extent that artist or platform performer may be deemed the "author" of the work then artist and platform performer will, upon platforms request, execute, acknowledge and deliver to platform such additional documents as the Company or platform may deem necessary to evidence and effectuate rights hereunder, and artist and platform performer hereby grants to platform, Friendable, Inc. and Fan Pass, Inc., 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 or platform performer shall fail to execute same within five (5) days after so requested by the Company or platform.

(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 and platform performer further agrees that portions of artist's performances on or in the Fan Pass platform may be included in promotional videos, advertisements, websites, social media ads or other. Compositions, featuring artist's and platform performers song performances (the "Songs") may be used in such promotional videos and or testimonials 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. If a musical composition performed by artist and/or platform performer during the performance is owned or controlled by same, or designee, artist and/or platform performer hereby grants to platform a mechanical license for all musical compositions performed during the performance. In addition, artist and/or platform performers shall use reasonable efforts to cause any potential or needed/named designee to execute any mechanical licenses, synchronization licenses, and/or performance licenses that shall be required by platform in connection with the performance. If artist and/or platform performer, performs musical compositions that are not owned or controlled, then artist and/or platform performer shall assist platform in obtaining mechanical and/or synchronization licenses for the use of those musical compositions in the performance prior to performance or withing thirty days following, if not deemed work owned or user generated content (UGC).

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 and/or platform performers 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 and platform performers will assume full responsibility for maintaining insurance on or otherwise assuming risk to all equipment under the responsibility and/or control, 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, event calendars, promotions or other. 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, when deemed applicable. Artist and/or platform performers will provide all personnel necessary to affect 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 and/or platform performer services, artist and/or platform performer may not assign any of artist's or performers rights or obligations under this agreement. Platform may assign rights and obligations under this agreement to any third party deemed suitable for such an arrangement.

10. **Termination.** Artist and/or platform performer may terminate its relationship with the Company and platform at any time 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 and/or platform performer, the artist/performer agrees to forfeit its 40% revenue share allocation on all subscription revenues and an additional 15% 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, platform performer 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.