

MFAH



My Favorite Artist Head Phones LLC

FINDER'S Branding FEE AGREEMENT This Finder's Fee Agreement ("Agreement") is entered into on

("Effective Date"), by and between: (1) My Favorite Artist Head Phones Dallas Texas a company duly incorporated and validly existing under the laws of Texas, having its registered address at Fairview Texas 75069 ("My Favorite Artist Head Phones ");

(2) [•] a [limited company] duly incorporated and validly existing under the laws of [Country (United State)

MFAH

[Registered business number], having its registered address at [business address] ("Contractor"). My Favorite Artist Head Phones and Contractor are hereinafter together referred to as the "Parties" and each individually a "Party".

IT IS AGREED as follows:

1 SCOPE OF THE AGREEMENT 1.1 My Favorite Artist Head Phones provides independent musicians and record labels a digital copyright distribution service to sell, Analyse and promote their digital music. My Favorite Artist Head Phones together with its partners provides independent musicians and record labels the opportunity to distribute their music 30% Royalty percent permean that's Permean worldwide.

1.2 **My Favorite Artist Head Phones offers** its customers the opportunity to sub-license their music to digital music services with their own marketing budget, including but not limited to; internet radio, streaming services and other online music services in China. Worldwide the My Favorite Artist Head Phones Distribution Platform. Services are made available to the customer after the completed purchase of chosen Service. The service also enables record label companies and independent musicians to receive online reports demonstrating the usage and sales of their music with service providers. For the purpose of this Agreement "Service" refers to My Favorite Artist Head Phones digital music distribution and promotion services. ("Service")

1.3 My Favorite Artist Head Phones hereby appoints the Contractor to act on a voluntary basis to promote the Service to prospective customers of My Favorite Artist Head Phones in the territory of the world excluding mainland China and New territories of distribution once established ("Territory").

1.4 The Contractor agrees to provide contact information to prospective customers about My Favorite Artist Head Phones concerning the purchase of and the users' right to the Service as well as assisting in negotiating agreements between My Favorite Artist Head Phones and the prospective customer. ("Customer Contract"). The Contractor may also be required, upon request by My Favorite Artist Head Phones to reasonably assist My Favorite Artist Head Phones during the acquisition of the Customer Contract.

1.5 It is agreed that the Contractor will perform its services on a voluntary basis, in the presence of opportunity without undertaking any obligation to promote My Favorite Artist Head Phones on a continuative basis. The Parties acknowledge and agree that this Agreement does not constitute a Commercial Agency Relationship between My Favorite Artist Head Phones and the Contractor

1.6 The Contractor has no authority to make Customer Contracts on behalf of My Favorite Artist Head Phones, or in any way bind My Favorite Artist Head Phones towards third parties. The Contractor shall not incur any liability for or on behalf of My Favorite Artist Head Phones, including the provision of the Service and shall not negotiate any terms for providing the Service with prospective customers.

1.7 The Customer Contract is completed on the successful purchase of a product from the My Favorite Artist Head Phones, Head Phones Only.

2 FINDER'S FEE

MFAH

2.1 The Contractor will be entitled to a finder's fee during the term of this agreement on all the sales of Service as a result of the Contractor's actions to initiate contact between My Favorite Artist Head Phones and the prospective customer. ("Finder's Fee").

2.2 The amount of the Finder's Fee per Customer Contract as a result of the Contractor's introduction actions reasonably required by My Favorite Artist Head Phones based on this Agreement is 15 percent per Purchase Fee from any Promotion service, Products (Phones Only) from the My Favorite Artist Head Phones. (Head Phones Only)

2.3 Once Parties have entered this Agreement, the Contractor will be given a specific URL, QR CODE to which traffic will be driven to by the Contractor. The URL QR CODE will direct prospective customers to an App's, Website whereby the Customer Contract will be initiated by its successful submission. The prospective customer's activity on the My Favorite Artist Head Phones App's, Website will then be recorded and tracked until the initial purchase is made and subsequent purchases thereafter. A list of affiliate customers will be provided with the payment of commission or upon request of the

2.4 The Contractor will be given a specific QR Code, which can be used by the prospective customers when being introduced to the Service. The QR CODE, Head Phone Sales Only. MY Favorite Artist Head Phones reserves the right to change the percentage of the discount. My Favorite Artist Head Phones shall pay the Contractor's Finder's Fee based on the amount of QR CODE usage as well as the trackable purchase history of the affiliate customer.

2.5 The Contractor acquires the right to the Finder's Fee after payment of the invoiced price for Service by the customer to MY Favorite Artist Head Phones. The Finder's Fee shall be paid not later than the last day of the month in which the customer has paid the invoice.

2.6 The Finder's Fee shall cover all expenses the Contractor may incur in performing this Agreement. Any taxes or regulatory fees imposed on the Contractor's Finder's Fee in the Territory are the Contractor's responsibility. The Finder's Fee is the sole and exclusive compensation to the Contractor for the Contractor's activities under this Agreement.

3 NO EXCLUSIVITY

3.1 The Contractor is appointed on a non-exclusive basis, to act on its own with respect to the activity the Contractor performs. My Favorite Artist Head Phones remains free to appoint other contractors.

4 CONFIDENTIAL INFORMATION

4.1 During the term of this Agreement and five (5) years thereafter, each Party shall hold in confidence and shall not disclose to any third party any confidential information furnished by the other party hereunder. Confidential information shall include, but shall not be limited to, sales, financial, contractual, and special marketing information, know how, ideas, technical data, all intellectual property

MFAH

rights and information thereof, and concepts originated by either party in any form whatsoever, except the information which: (a) Is in public through no act or failure to act on the part of a Party, or (b) Is already known to a Party through another source than the disclosing Party or otherwise than through a breach of this Agreement or prior to its disclosure by the other Party.

4.2 Notwithstanding the above, either Party may communicate the information furnished by the other Party to its employees on the need-to-know basis, provided, however, that it ensures that such employees shall be bound to confidentiality obligation similar to that set forth herein. Such communication shall not, however, release the disclosing Party from its responsibility towards the other Party for any breach of confidentiality obligation by such employees and sub-contractors. Any use of My Favorite Artist Head Phones confidential information by the Contractor is allowed solely for the purposes of this Agreement.

4.3 Upon the expiration or termination of this Agreement for whatever reason, the Contractor shall return all confidential information, including any copies thereof, to My Favorite Artist Head Phones or, upon My Favorite Artist Head Phones request, destroy such information.

TERM AND TERMINATION OF THE AGREEMENT

5.1 This Agreement is active for a three (3) year period when signed by both Parties, this Agreement shall be automatically renewed for the same period.

5.2 Each Party may terminate this Agreement with immediate effect, by written notice in case of a substantial breach by the other Party of the obligations arising out of this Agreement, or in case of exceptional circumstances justifying the earlier termination.

5.3 The Contractor will be eligible to receive commissions from the purchase history of the customer for the active duration of this contract. The Contractor will not be eligible to receive any commission from My Favorite Artist Head Phones upon the termination of this contract.

5.4 The purchase QR CODE will be deactivated upon termination of the contract. 4 (5)

5.5 Review of contract will be initiated based on the activity of the Contractor. If the Contractor remains inactive for a duration of more than 3 months whereby the Contractor does not acquire new customer leads. There may be the decision to terminate the contract if My Favorite Artist Head Phones finds that the potential to maintain the partnership would not be beneficial to for either party.

6 APPLICABLE LAW AND JURISDICTION

6.1 This Agreement shall be construed and interpreted in accordance with the laws of Texas, excluding its rules for choice of law.

6.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Texas Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Dallas, Texas and the language of the proceedings

MFAH

shall be English. Both Parties expressly hereby agree to submit to the exclusive jurisdiction of the laws of Texas with respect to the subject matter of this Agreement.

7 MISCELLANEOUS

7.1 This Agreement replaces and supersedes any other preceding agreement or understanding between the Parties with respect to the subject matter hereof.

7.2 Any amendments or modification to this Agreement shall only be valid when made in writing and signed by both Parties.

7.3 Neither Party shall be held liable for failure to perform its obligations under this Agreement by reason of force majeure events beyond the control of the said Party. A situation of force majeure is defined as any such event arising after the signing of this Agreement which prevents the fulfillment of this Agreement and which the Parties were not able to affect without unreasonable expense and/or loss of time to the Party concerned nor could the Parties at the time this Agreement was entered into reasonably foresee. The Party wishing to claim relief by reason of force majeure shall notify the other Party in writing without delay. This Agreement or any rights or obligations based thereto may not be assigned by the Contractor to any third party without prior written consent of My Favorite Artist Head Phones. My Favorite Artist Head Phones has a right to assign this Agreement as a part of total or partial transfer of its business. IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties on the Effective Date in two (2) identical counterparts, one (1) for each Party

MFAH



My Favorite Artist Head Phones LLC

Anthony Palmer

(-1) -(972-352-7040)

1234 Opportunity way

Fairview Texas, 75069

Help@myfavoriteartistheadphones.net

PLACE And Date

Sign

Date

Print

Sign

Date

Print