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My Favorite Artist Head Phones LLC

[Client.FirstName]

[Client.LastName]

[My Favorite Artist Head Phones] This Copyright License/Distributions Agreement (this "Agreement") is made effective as of Date

between Property Owner,

of Address,

and Licensed Property User, of Address, Fairview Texas ,75069.

This Agreement shall be governed by the laws of State of Texas. This Agreement will commence on the Effective Date and continue until the Termination Date or until either party provides written notice of termination to the other party with a 30 days' notice. In this Agreement, the

MFAH

party granting the right to use the licensed property (Music Catalog's/Image, Owner, will be referred to as the "Owner" and the party who is receiving the right to use the licensed property plus likeness Image's, User, will be referred to as the "User."

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as "Work."

2. Owner owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

3. Owner desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement. The parties agree to abide by the terms as follows: I. GRANT OF LICENSE. Owner owns Property to Be Licensed ("Album Catalog/Image"). In accordance with this Agreement, Owner grants User a non-exclusive license to Use or Sell Highlight the Terms That Apply the Property. Owner retains title and ownership of the Property. User will own all rights to materials, products or other works (the Work) created by User in connection with this license. This grant of license applies only to the following described geographical area: II. RIGHTS AND OBLIGATIONS. User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

III. PAYMENT. Owner agrees to pay User a 30% percent royalty which shall be calculated as follows: The 30% percent royalty will be paid by Date Royalty Paid. IV. MODIFICATIONS. Unless the prior written approval of User is obtained, Owner may not modify or change the Property in any manner. Licensee shall not use Licensed property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

V. DEFAULTS ON AGREEMENT. If Owner fails to abide by the obligations of this Agreement, including the obligation to make a 30% percent royalty payment when due, User shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or User will have the option to cancel this Agreement, despite previous corrective action of Law Suits .

VI. WARRANTIES. Neither party makes any warranties with respect to the use, sale or other transfer of the Property by the other party or by any third party, and User accepts the product "AS IS." In no event

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will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property

VII. TRANSFER OF RIGHTS. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained. VIII. INDEMNIFICATION. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity will survive the termination of this Agreement

IX. AMENDMENT. This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties. X. TERMINATION. This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically on Termination Date. I. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing and distributing the Work as soon as is commercially feasible. Licensee shall have the right to fill existing orders and to sell off existing copies of the Work then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee. ii. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Copyright Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties which by their terms continue after the date of termination or expiration.

. Products and Pricing Supplier Products consist of the items or classifications of items listed in this Section below, and the purchase price or license fee to Distributor of all Supplier Products delivered pursuant to this Agreement shall be as set forth in this Section below.

- A) Music APP Platform (My Favorite Artist Head Phones)
- B) Palmer's Gaming Company
- C) Clothing Products ETC.
- D)Marketing & Concerts, Autograph Appearance, party's
- E) Clothing Products ETC.
- F) Marketing & Concerts , Autograph Appearance , Party's

3. Approvals Owners shall obtain, at its own expense, such approvals, consents, certifications, permits and other authorizations, including all approvals as are required to qualify the Artist's Products for sale and use in the Territory for all purposes, both governmental and non-governmental (collectively, the "Approvals"), as soon as is reasonably practicable; provided, however, that My Favorite Artist Head Phones shall not be obligated to deliver any Artist's Products unless and until Ower's provides My Favorite Artist Head Phones with satisfactory evidence that such Approvals have been obtained. Artists

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agrees to cooperate with My Favorite Artist Head Phones to obtain such Approvals. If not, all payment will be hold until very thing is provided and cleared

4. Exclusivity Supplier's appointment of Ownes is an exclusive appointment to distribute the Products in the Territory. Supplier shall not independently advertise, solicit and make sales of Supplier Products, support Supplier Products or appoint additional distributors for Supplier Products in the Territory.

A. Sales Targets

My Favorite Artist Head Phones shall use reasonable commercial efforts to sell during each calendar year at least the dollar value of Supplier Products listed in this Section below (the "Annual Target"). If My Favorite Artist Head Phones sell the Annual Target during a given calendar year, Supplier may terminate this Agreement effective immediately upon notice to the Company (but Supplier may not require **My Favorite Artist Head Phones to purchase or sell any additional Supplier Products in order to meet the Annual Target Amount**).

B. Sales Outside of the Territory

My Favorite Artist Head Phones shall promote the sale of Supplier Products in the Territory on its website/APP'S ALL /social media. Notwithstanding the foregoing sentence, My Favorite Artist Head Phones shall not actively advertise or actively solicit orders for Supplier Products outside of the Territory **Unless APPROVE BY My Favorite Artist Head Phones**. In the event My Favorite Artist Head Phones receives an order from outside its Territory, My Favorite Artist Head Phones will work with Supplier to fulfill the order in a manner financially beneficial to Supplier, My Favorite Artist Head Phones and the distributor located in the region where the order originated (as determined by Supplier in its sole discretion and in compliance with applicable law).

7. No Third-Party Agents Distributor shall not sell/license the Supplier Products through third parties (such as original equipment manufacturers, distributors, value added resellers or other dealers or agents) without Supplier's prior written consent to the proposed relationship (including the specific terms of such relationship).

8. Orders All orders will be transmitted by My Favorite Artist Head Phones to Supplier and shall be subject to acceptance in writing by Supplier. Supplier may (in its sole discretion) refuse acceptance of

MFAH

any order. Each order submitted shall constitute an offer by My Favorite Artist Head Phones to purchase or license the Supplier Products described in such order and, upon acceptance by Supplier, shall give rise to a contractual obligation of Distributor to purchase or license the said products on the terms and conditions set forth in this Agreement. Conflicting, inconsistent or additional terms or conditions contained in any order submitted by My Favorite Artist Head Phones shall not be binding unless Supplier specifically accepts such terms or conditions in writing. All expenses arising out of the change or cancellation of an order after acceptance by Supplier, including the cost of diversion, cancellation or reconsignment of shipments, and any reasonable restocking charge, shall be paid by Supplier to My Favorite Artist Head Phones, on demand.

9. Payment and Delivery The purchase price shall be quoted and payable in U.S. dollars to Artist's at the address specified in this contract. Unless otherwise agreed by the parties in writing, payment shall be made by My Favorite Artist Head Phones by wire transfer, APP'S Platform. The Artist's Products shall be delivered to My Favorite Artist Head Phones facilities. Risk of loss for the Supplier Products shall pass upon delivery to the named carrier at Supplier's facilities. Supplier will pay any shipping, insurance or handling costs.

10. Resale Price and Expenses My Favorite Head Artist Head Phones shall set the selling price and license fees at which the Artist Products are sold or licensed by it in the Territory. My Favorite Artist Head Phones shall be solely responsible for the costs involved in the distribution of the Artist Products, installation costs or other operating expenses, letter of credit costs, wire transfer fees and other costs associated with making payment, and taxes, however designated, except that My Favorite Head Phones shall not be liable for taxes imposed that are based on Artist's income.

12. Promotional Literature Artist agrees to furnish, in English, to My Favorite Artist Head Phones (via email in pdf format) such descriptive literature, advertising materials, technical manuals and sales promotional materials concerning the Artist Products as Artist may, from time to time, have available for such purposes. My Favorite Artist Head Phones shall have the right to translate such materials into the languages of the Territory at its own expense. My Favorite Artist Head Phones shall retain ownership of all proprietary rights, including, intellectual property rights to the translated versions of the materials. My Favorite Artist Head Phones will be solely responsible for the accuracy of the translations and will provide Supplier with a copy of each translated work. Distributor shall promptly revise (at My Favorite Artist Head Phones costs) the materials upon notice from Artist.

Artist's will have to help promote their product, music on the plate form etc. when in this agreement

All My Favorite Artist's Head Phones Concert's Appearance will be in force on the promotional agreement in this contract Autograph signing Appearances etc. .

My Favorite Artist Head Phones will work with the labels plus artists on their other Schedule engagements on the time of scheduling planning events

13. Use of Trademarks Distributor shall not be permitted to print, post or otherwise use letterhead, calling cards, literature, signage or other representations in the name of Supplier (or any of its affiliates) or to represent itself as Supplier (or any of its affiliates) or make commitments on behalf of Supplier (or any of its affiliates) without the express, written permission of Supplier. **My Favorite Artist Head Phones expressly agrees that All license to use BY My Favorite Artist Head Phones** (or any of its affiliates' trademarks, trade names, service marks or logos (collectively, the "Artist's Trademarks") is granted by this Agreement. My Favorite Artist Head Phones may, however, indicate in its advertising and marketing materials that it is a My Favorite Artist Head Phones for Artist's Products and may, as necessary, incidentally use the Supplier Trademarks in its sales/marketing efforts. Upon request by Supplier, My Favorite Artist Head Phones will place proper trademark, copyright and patent notices in its advertisements, promotional brochures and other marketing materials for Supplier Products. Supplier reserves the right to review Distributor's marketing and sales materials prior to their publication or use. No rights shall inure to My Favorite Artist Phones as a result of any such use or reference, and all such rights, including goodwill shall inure to the benefit of and be vested in Artist's. Upon termination of this Agreement for any reason, My Favorite Artist Head Phones will immediately cease using the Artist's Trademarks as allowed in this Section and shall immediately take all appropriate and necessary steps to (a) remove and cancel any listings in public records, telephone books, other directories, remove any visual displays or literature at My Favorite Artist Head Phones location, the Internet and elsewhere that would indicate or would lead the public to believe that My Favorite Artist Head Phones is the representative of Artist's (or any of its affiliates) or Artist's (or any of its affiliates') products or services; and (b) cancel, abandon or transfer (as requested by Artist's any product licenses, trade name filings, trademark applications or registrations or other filings with the governments of the Territory (whether or not such filings were authorized by Artist's) that may incorporate the Artist's Trademarks or any marks or names confusingly similar to the Artist's Trademarks. Upon My Favorite Artist Head Phones failure to comply with this paragraph, Supplier may make application for such removals, cancellations, abandonments or transfers in Distributor's name. Distributor shall render assistance to and reimburse Artist's for expenses incurred in enforcing this paragraph.

14. Infringement by Third Parties My Favorite Artist Head Phones will cooperate fully with and assist in its efforts to protect Artist's intellectual property rights within the Territory that My Favorite Artist Head Phones Market the Artist's in and shall exercise reasonable diligence to detect and shall immediately advise Artist's if My Favorite Artist Head Phones has knowledge of any infringement of any patents, trademarks, copyrights or other intellectual property rights owned or used by Supplier

My Favorite Artist Head Phone is not relieving the duties of the sign Artist record Labels Obligation to their artist's Infringement.

15. Inspection of App's /Website

My Favorite Artist Head Phones shall keep accurate records of all its activities as reasonably necessary to determine its compliance with the terms and conditions of this Agreement, including accounting

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records, customer sales records and governmental filings. My Favorite Artist Head Phones shall retain such records for at least a 3-year period following their creation or preparation.

16. Term and Termination Unless earlier terminated as provided in this Agreement, the term of this Agreement shall commence as of the Effective Date and shall automatically expire at the end of the date on a written certify letter 30 days of following the Effective Date. Either party may terminate this Agreement as follows: (a) Immediately upon 10 days' prior notice with or without cause; (b) Immediately, for any breach or default of this Agreement by the other party which has not been cured within 2 days after the delivery of notice thereof to the party alleged to be in breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach or default; (c) Immediately, upon the dissolution, insolvency or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party or if the other party ceases to conduct business in the ordinary or normal course; (d) Immediately, if required by law or by any rule, regulation, order, decree, judgment or other governmental act of any governmental authority; or (e) Immediately by Supplier if Supplier reasonably suspects that Distributor breached any of its obligations of confidentiality or protection of Supplier's proprietary rights.

20. Force Majeure Neither party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, by reason of an Act of God, labor dispute, unavailability of transportation, goods or services, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the party. It is expressly agreed that any failure of the United States Government to issue a required license for the export of any Supplier Product ordered by Distributor shall constitute an event of force majeure. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay. In the event that the performance of a party is delayed for more than 6 months, the other party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

21. Limitation of Liability SUPPLIER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOST PROFITS, LOST SAVINGS OR LOSS OF REVENUES SUFFERED BY DISTRIBUTOR ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SALE, DISTRIBUTION OR USE OF SUPPLIER PRODUCTS. DISTRIBUTOR SHALL INDEMNIFY SUPPLIER AND HOLD IT HARMLESS FROM ANY CLAIMS, DEMANDS, LIABILITIES, SUIT OR EXPENSES OF ANY KIND ARISING OUT OF THE SALE, SUBLICENSE OR USE OF SUPPLIER PRODUCTS IN THE TERRITORY OR BY DISTRIBUTOR'S CUSTOMERS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON

23. Assignment and Delegation shall have no right to assign any of its rights or delegate its obligations under this Agreement without the prior written consent of Supplier. Any assignment or delegation

MFAH

attempted without such written consent shall be void and of no legal effect whatsoever. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

24. Severability In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration decision.

Responsibilities: Both parties agree to uphold and enforce the following responsibilities in accordance with this joint marketing agreement:

25. Marketing Data Both parties agree to freely share any marketing data generated as a result of the activities described in this joint marketing agreement, including (but not limited to) leads generated and campaign performance metrics.

26. Both parties agree that they shall respect and uphold the confidentiality requirements of the other party, and shall take reasonable steps to ensure that neither party's confidential property is shared with additional parties.

27. Competition Both parties hereby agree to refrain from similar joint marketing agreements with companies who directly compete with either party for the duration of this agreement

Governing Law This Agreement shall be governed in all respect by the laws of the State of TEXAS, USA, which shall be applied without reference to any conflict-of-laws rule under which different law might otherwise be applicable. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchases or transactions entered into pursuant to this Agreement. Venue for any lawsuits brought by the parties to this Agreement against each other regarding or as a result of this Agreement shall be proper only in an appropriate California State Court or the United States District Court for the District of TEXAS. Distributor hereby submits itself to the exclusive jurisdiction of said courts and consents to service of process by confirmed facsimile transmission or courier.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. The following signatures make this Agreement effective as of the date first written above.

This Agreement and the Exhibit attached hereto (which is specifically incorporated herein by this reference) contain the full and entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations and proposals, written or otherwise,

MFAH

relating to its subject matter. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by authorized representatives of both parties. Distributor acknowledges and agrees that any failure on the part of Supplier to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of Supplier thereafter to enforce each and every provision. This Agreement may be made in several counterparts, each of which shall be deemed an original. The provisions of this Agreement that, by express terms of this Agreement, will not be fully performed during the term of this Agreement, shall survive the termination of this Agreement to the extent applicable. IN WITNESS WHEREOF the parties have caused this Exclusive Distribution Agreement to be executed and delivered by their duly authorized representatives.

My Favorite Artist Head Phones LLC

Mr Anthony Palmer (-1)-(972-352-7040)

1234 Opportunity Way , Fairview , Texas 75069

H nes.net elp@MyFavoriteArtistHeadPho

[Client. Company]

[Sender.FirstName]

[Sender.LastName]

[Client.FirstName]

[Client.LastName]

[Client ,Signature]

[Date]

[Clent Witness Signature]

[DATE]