EVENTURE INTERACTIVE, INC.

FORM 10-K
(Annual Report)

Filed 04/14/15 for the Period Ending 12/31/14

Address	3420 BRISTOL STREET 6TH FLOOR COSTA MESA, CA 92626
Telephone	949-500-6960
CIK	0001509351
Symbol	EVTI
SIC Code	7370 - Computer Programming, Data Processing, And
Industry	Communications Equipment
Sector	Technology
Fiscal Year	12/31

U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-K

(Mark One)

☒ **ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For Year Ended: December 31, 2014

OR

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: 333-172685

EVENTURE INTERACTIVE, INC.

(Exact name of registrant as specified in its charter)

Nevada	**27-4387595**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
3420 Bristol Street, 6 th Floor, Costa Mesa, CA	**92626**
(Address of principal executive offices)	(Postal Code)

Issuer's telephone number: **855.986.5669**

Securities registered under Section 12(b) of the Act: **None**

Securities registered under Section 12(g) of the Act: **Common Stock par value $0.001 per share**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of the “large accelerated filer,” “accelerated filer,” “non-accelerated filer,” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☐	Accelerated Filer ☐
Non-Accelerated Filer ☐	Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of June 30, 2014, there were 24,332,098 shares of the registrant's common stock, par value $0.001, issued and outstanding. Of these, 7,250,848 shares were held by non-affiliates of the registrant. The market value of securities held by non-affiliates on June 30, 2014 was $15,589,323 based on the closing price of $2.15 for the registrant’s common stock on June 30, 2014.

As of April 1, 2015, there were 61,466,431 shares of the registrant’s common stock, $0.001 par value per share, issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Not Applicable.

TABLE OF CONTENTS

FORWARD-LOOKING STATEMENTS

Except for historical information, this report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements involve risks and uncertainties, including, among other things, statements regarding our business strategy, future revenues and anticipated costs and expenses. Such forward-looking statements include, among others, those statements including the words “expects,” “anticipates,” “intends,”, “plans,” “may,” “could,” “should,” “likely,” “believes” and similar language. Our actual results may differ significantly from those projected in the forward-looking statements. You should carefully review the risks described in this Annual Report and in other documents we file from time to time with the Securities and Exchange Commission. You are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date of this report. We undertake no obligation to publicly release any revisions to the forward-looking statements or reflect events or circumstances after the date of this document.

Although we believe that the expectations reflected in these forward-looking statements are based on reasonable assumptions, there are a number of risks and uncertainties that could cause actual results to differ materially from such forward-looking statements.

Factors that might cause or contribute to such differences include, but are not limited to, those discussed below and in the sections “Business,” “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

Factors that may cause actual results, our performance or achievements, or industry results, to differ materially from those contemplated by such forward-looking statements include without limitation:

- Our ability to successfully engage in the social media business;
- Our ability to successfully develop and grow our business;
- The intensity of competition in the social media industry;
- Our ability to raise additional capital if, as, and when needed on acceptable terms;
- General economic conditions that affect our industry or the global environment in which we operate;
- Our ability to successfully attract and retain management and other key employees;
- Our ability to achieve market acceptance of our products;
- Our dependence on our intellectual property and our ability to protect our proprietary rights and operate our business without conflicting with the rights of others;
- Our expectations and estimates concerning our future operating and financial performance;
- Our ability to enter into collaboration agreements with third parties; and
- The impact of competition, regulatory requirements and technological change on our business.

These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks in the section entitled “Risk Factors” and the risks set out below, any of which may cause our or our industry’s actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. These risks include, by way of example and not in limitation:

- General economic and business conditions;

- Substantial doubt about our ability to continue as a going concern;
- We may need to raise additional funds in the future which may not be available on acceptable terms or at all;
- If we are unable to successfully recruit and retain qualified personnel, we may not be able to continue our operations;
- We may not be able to successfully implement our business plan;
- If we are unable to successfully acquire, develop or commercialize new products, our operating results will suffer;
- We have the ability to issue additional shares of our common stock and shares of our preferred stock without stockholder approval, which could cause your ownership interests and voting rights to be diluted;
- Our expenditures may not result in commercially successful products;
- Third parties may claim that we infringe their proprietary rights and may prevent us from manufacturing and selling some of our products; and
- Other factors discussed under the section entitled "Risk Factors".

These risks may cause our company's or our industry's actual results, levels of activity or performance to be materially different from any future results, levels of activity or performance expressed or implied by these forward looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity or performance. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

All references in this Form 10-K to the "Company," "we," "us" or "our" are to Eventure Interactive, Inc.

PART I

ITEM 1. BUSINESS

Organizational History

We were incorporated in the State of Nevada under the name Charlie GPS Inc. on November 29, 2010 to engage in the business of distribution of GPS tracking units with user ability to track their assets over internet based systems. We developed our business plan and commenced operations in this area but did not achieve any operating revenues. In November 2012, we engaged in discussions involving a possible purchase of social media related assets.

On November 20, 2012, we filed Amended and Restated Articles of Incorporation (the "First Charter Amendment") with the Nevada Secretary of State to, among other things, (i) change our name to Live Event Media, Inc.; (ii) increase our authorized capitalization from 75,000,000 shares, consisting of 75,000,000 shares of common stock, $0.001 par value per share, to 310,000,000 shares, consisting of 300,000,000 shares of common stock, $0.001 par value per share, and 10,000,000 shares of blank check preferred stock, $0.001 par value per share; and (iii) limit the liability of our officers and directors to us, our stockholders and our creditors to the fullest extent permitted by Nevada law. Our Board of Directors, by written consent dated November 19, 2012, approved, and stockholders holding 8,000,000 shares (approximately 76.92%) of our outstanding common stock on November 19, 2012, consented in writing to, the First Charter Amendment.

On February 20, 2013, we filed Amended and Restated Articles of Incorporation (the "Second Charter Amendment") with the Nevada Secretary of State to change our name to Eventure Interactive, Inc., Our Board of Directors, by written consent dated February 19, 2013, approved and stockholders holding 13,431,250 shares (approximately 75.1%) of our outstanding common stock on February 19, 2013, consented in writing to the Second Charter Amendment.

On November 21, 2012, we entered into and closed an Asset Purchase Agreement (the "Asset Purchase Agreement") with Local Event Media, Inc., our former wholly owned Nevada subsidiary, and Gannon Giguiere and Alan Johnson (collectively the "Sellers") under which the Sellers sold to us assets (the "Social Communication Assets") intended to enable us to engage in the social media business. The Social Communication Assets consist of a software platform with millions of lines of code authored in various languages including, but not limited to HTML, Java, Python and SQL. The software platform operates at multiple levels from a back-end, middle-ware and front-end, all which have been compiled into a fully functional web based application. The software has been and will continue to be written locally by various software developers, committed to a storage vault and then compiled into a functional application, which is then served on rented servers or what is currently referred to as a cloud server farm.

Effective July 29, 2014 we dissolved Local Event Media, Inc. Prior to dissolution, Local Event Media, Inc. transferred all of its assets and liabilities to us.

On April 8 , 2015, we filed a Certificate of Designation with the Nevada Secretary of State to create a series of preferred stock designated Series A Super-Voting Preferred Stock (the "Series A Preferred Stock") consisting of 1,000,000 shares. Holders of shares of Series A Preferred Stock are entitled to cast the equivalent of 1,000 common votes per share. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect two directors of the Company and the holders of record of the shares of common stock, exclusively and as a separate class, shall be entitled to elect one director of the Company. At any time when shares of Series A Preferred Stock shares are outstanding, the Company may not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or our Articles of Incorporation) the written consent or affirmative vote of the holders of at least fifty percent (50%) of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect:

- liquidate, dissolve or wind-up the business and affairs of the Company, effect any merger or consolidation or any other similar event, or consent to any of the foregoing;

- amend, alter or repeal any provision of the Articles of Incorporation or Bylaws of the Company in a manner that adversely affects the powers, preferences or rights of the Series A Preferred Stock;

- create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Company, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Company, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary; or

- increase or decrease the authorized number of directors constituting the Company's board of directors.

The shares of Series A Preferred Stock are not redeemable. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth in the Certificate of Designation may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least fifty (50%) of the shares of Series A Preferred Stock then outstanding. Except for the aforementioned voting rights, there are no other rights, privileges, or preferences attendant or relating to in any way the Class A Preferred Stock, including by way of illustration but not limitation, those concerning dividend, ranking, conversion, other redemption, participation, or anti-dilution rights or preferences. No shares of Series A Preferred Stock are presently issued and outstanding, but it is expected that shares of Series A Preferred Stock will be issued to one or more members of current management in the future to better enable them to maintain their existing voting control.

Business Overview and Strategy

Since November 21, 2012, we have engaged in the social communications business. We are a social application development company that is capturing everyday events and turning them into meaningful memories to be scrapbooked, organized, and referenced forever (automatically). Every day, millions of people are forced to use multiple applications to plan, invite, navigate, capture, organize and share their social and business events. Without organization and a simple retrieval system, sharing and recalling their memories are often difficult, and many times non-existent. In addition, currently used techniques of memory sharing are person-to-person as opposed to people-to-event, so many captured memories never end up being socially shared on an optimum basis. Most of the currently available apps are disjointed which results in a scattered experience for the user. It is not uncommon for a person to have several thousand photos on his camera roll and also replicated on his hard drive; have to toggle between multiple calendars and invite applications; and have to spend endless hours organizing and attaching photos and videos; just so he can share the memories captured from an event. Thus, there is not a simple, one-stop solution that detects relevancy of a group conversation, syncs with device applications and allows for access / review of activities.

Our technically unique, yet simple-to-use, patented mobile-to-web technology platform provides users with a single application that addresses these inefficiencies in the social marketplace by enabling captured memories to be centrally stored and effortlessly shared among event attendees in a secure, real-time, mobile ad-hoc network. “Eventure Everywhere” is keystone to our business offerings and our strategy to maximize the experience of each event with rich features to successfully schedule, capture, scrapbook (store); and share one’s life and events in a meaningful way. Eventure Everywhere includes: “Anonymous Messaging,” “Event Genius,” “Wish I was There,” “I’ll Be There,” “Intelligent Pursing” and device learning. Combined, they are core viral adoption drivers of our solution into various target markets.

During 2015, we intend to continue to develop and commercialize our social media business. This may require us to raise additional funds to support our future growth plans.

We represent a speculative investment. Investors may lose some or all of their investment in us. We have incurred losses since our inception resulting in an accumulated deficit of $27,734,925 as of December 31, 2014 and further losses are anticipated in the near term in connection with the further development of our business. Our independent registered public accounting firm issued a report in connection with their December 31, 2014 audit that included an explanatory paragraph referring to our recurring net losses and accumulated deficit and expressing substantial doubt about our ability to continue as a going concern. Our ability to continue as a going concern is dependent upon our ability to obtain additional financing, attain operating efficiencies, reduce expenditures and ultimately to general revenues.

Asset Purchase Agreement

In conjunction with the November 21, 2012 Asset Purchase Agreement and in consideration of the purchase of the Social Communications Assets, we issued an aggregate of 14,582,500 shares of our restricted common stock to Messrs. Giguiere and Johnson and their assigns. In conjunction with the closing under the Asset Purchase Agreement, we closed on the sale of 200,000 shares of our common stock at a price of $0.50 per share or an aggregate of $100,000 pursuant to a private offering in which we were offering a minimum of 200,000 shares of common stock ($100,000) and a maximum of 2,000,000 shares of common stock ($1,000,000).

We also took the following actions:

- We transferred all of our pre-Asset Purchase Agreement assets, excluding the private placement offering proceeds, and all of our pre-Asset Purchase Agreement liabilities, to a newly formed wholly owned subsidiary, Charlie GPS Split Corp. (“Split-Off Subsidiary”) and in connection therewith transferred all of the outstanding shares of capital stock of Split-Off Subsidiary to our pre-Asset Purchase Agreement principal stockholder in exchange for the surrender and cancellation of 8,000,000 shares of our common stock owned by such stockholder.

- On November 19, 2012, our board of directors and persons holding a majority of our outstanding common stock adopted a Two Million Five Hundred Thousand (2,500,000) share Equity Incentive Plan for future issuances, at the discretion of our board of directors, of awards to officers, key employees, consultants and directors. On July 1, 2013 our board of directors and persons holding a majority of our outstanding shares authorized an increase in the number of shares issuable under the 2012 Equity Incentive Plan to Seven Million Five Hundred Thousand (7,500,000).

- Effective at closing, our pre-Asset Purchase Agreement officers and directors resigned and we appointed new executive officers and two directors to fill the vacancies created by the resignations. In connection therewith we appointed Gannon Giguiere as our Chairman, Chief Executive Officer and Secretary and appointed Alan Johnson as our President and as a Director. Gannon Giguiere resigned as our Chief Executive Officer effective April 8, 2015 at which time Jason Harvey was appointed as our Chief Executive Officer.

- Effective at closing, we executed 24 month lock-up agreements with all post-closing officers and directors and all stockholders holding ten percent or more of our common stock. On March 10, 2014 we terminated the lock-up agreements.

- Effective at closing, we entered into Employment Agreements with Gannon Giguiere and Alan Johnson.

- Effective at closing, we entered into Indemnification Agreements with Gannon Giguiere and Alan Johnson under which we agreed to indemnify Messrs. Giguiere and Johnson and to provide for advancement of expenses under certain circumstances to the fullest extent permitted by applicable law.

- We adopted a Code of Ethics applicable to our principal officers.

Our Current Business

Since November 12, 2012, we have been engaged in the social communications business, with a specific focus on socializing the invitation, calendar, photo / video sharing and local event memory experience. Leveraging a robust technology created to test and evaluate gaps in the social networking landscape, we are currently extending our technical depth and product features, while pursuing a proven, integrated promotional strategy targeting the largest social networks (e.g. Facebook, LinkedIn and Google) as “beach-head” traffic sources. Our unique feature set is focused on simplicity by combining six commonly used applications into one device agnostic application which has been developed using the latest in mobile-to-web technologies.

Every month, millions of events are held and billions of photos and videos are taken. Very few of these memories are being effectively organized in a meaningful way. Our goal is to solve this problem and address this massive market opportunity with an easy to use, highly social service solution that can be monetized quickly.

Our platform was developed as a device-to-device collaboration utility. Its primary function is to collect, rank/organize and collage "event" data. The platform is delivered in two formats: (i) a consumer social utility; and (ii) a Software-as-a-Service (“SaaS”).

Our platform was initially launched under the beta domain www.yettoknow.com to: (i) evaluate gaps in the consumer social networking landscape; and (ii) stress-test the data collaboration, ranking and presentation technology for SaaS opportunities. Registered users peaked at 1 million in the United States, India, China and U.K., 21 million business listings were aggregated, 30+ million informational pieces were sourced, 5+ million active discussions took place among members and 900+ creative templates were put into circulation. When coupled with the benchmarking scores achieved by us, we believe that our platform is one of the most efficient online peer-to-peer data accumulation applications in the market.

Our simple, yet elegant, web-to-mobile application enables individuals to easily create, capture, and organize life's memories. From the most basic lunch between friends, to the most elaborate star-studded gala, Eventure allows everyone to chip in during the planning of an event, easily check-in when you arrive at the event, capture and stream pictures and video during the event, and then scrapboard the collage of activity after it is all done.

Our principal products are:

- Mobile application for Android-based smartphones and mobile devices;
- Mobile application for iOS-based smartphones and mobile devices; and
- Website – www.eventure.com, which, together with the above, collectively form the Eventure Service.

The Eventure Service simplifies how people actually organize a gathering and share information amongst themselves, by simply “listening” and “presenting” our features that are most applicable to their planning, attending and sharing needs. Our platform streamlines the need for multiple applications to find, plan, invite, navigate, capture, organize and share events into a single, simple application.

Our core platform includes:

- Invitation and cards libraries – Thousands of creative pieces allowing for the creation of invitations to/from events, and transmission of those invitations via email, SMS, or direct mail, and the browsing of future events that friends are attending (and opt-in) to get invited to join via private groupings;
- Native calendar – Marks the event date, time, and location. Provides enhanced RSVP management, offers organizational list generation, and gives intuitive reminders to attendees;
- Local events database – Comprised of over 7 million event and activities listings; over 21 million venue listings; over 10 million interests; and over 30 million information pieces;
- “Eventure Everywhere” functionality – Mobile responsiveness, securely across any mobile platform that enables a passive auto-check-in capability built on a technique called “geo-fencing”, which allows participants of events to form a private peer-to-peer network for the purpose of capturing pictures, videos, and messaging (which is the core of our Patent – US Patent No. 8,769,610) – all of which is streamed to a scrapboard and tied to each specific event for long-term memory sharing, retrieval, and storage.

Feature highlights of the platform include:

- Instant, smart communications platform that allow users to tap into our rich features through text messaging;
- A robust social calendar and rich creative library to create fun and stylized invites for events;
- Secure and private “group forming” whereby a user has ultimate control of what photos, videos and messages may be shared with whom and when; and
- Targeted recommendations of local ideas to users based on behaviors, habits, and interests.

On August 12, 2014, we acquired the business operations, including the assets, of Gift Ya Now, an electronic gift card platform created by Vinay Jatwani, who joined us in a consulting capacity in conjunction therewith. Gift Ya Now has more than 450 retailers and restaurants on its platform which enables consumers to quickly and easily find, purchase and send electronic gift cards from leading brands. The assets of Gift Ya Now are comprised of software code base, original design / creative elements, domain name and strategic relationships. We intend to integrate Gift Ya Now into the Eventure Service as well as maintaining Gift Ya Now as a standalone brand. Mr. Jatwani will be working with us with respect to such integration and the launch of Gift Ya Now as part of our product offerings. We continue to work through partnership relationships and core integration into our Website, Android and iOS applications.

In the course of the evolution of our products and services, we anticipate receiving revenues from the following sources:

- Digital Invitation Sales
- Event Ticket Sales
- Gift Card Sales
- Sponsored Content
- Targeted Listings
- Promotional Offers
- Media Cloud Storage
- Ad Suppression Subscriptions
- Data licensing

We expect to achieve operating revenue in or about the second quarter of 2016. Digital Invitation Sales, Event Ticket Sales and Gift Card Sales are expected to represent approximately 75% of revenue during the first 24 months following our achievement of revenues. Subsequently, we expect that the advertising components of the Eventure Service will begin taking shape and start representing a significant percentage of our overall revenue base.

Domain Name Acquisition

On December 28, 2012, we entered into a Domain Name Purchase and Assignment Agreement pursuant to which we acquired the internet domain name “eventure.com” for $60,000 and 25,000 shares of our common stock. We subsequently launched our social calendar application on this website.

Market

Our target market is the ever-growing social media consumer user market, which according to a 2013 study by ComputerWorld, is estimated to be 1.6 Billion users (representing 27.3% of the world’s population), and projected to grow to 2.33 billion users by 2017 (representing 31.3% of the world’s population).

We are pursuing a proven distribution model that allowed us to grow to over 1 million users during our alpha test-phase by leveraging our CEO/Co-Founder’s 20+ years of experience in online traffic generation with the large search engines that include Google, Bing, Yahoo, as well as leading social networks such as Facebook, Linkedin and Twitter, all which are intended to drive mainstream adoption and long-term sustainable growth. Additionally, we intend to pursue initial user adoption by tapping into our Chief Corporate Development Officer / Co-Founder’s network of global celebrities and socialites to create awareness, generate buzz, and drive viral expansion.

We have recently created an internal “Labs Team” comprised of senior technical advisors and senior employees to further foster and commercialize technologies to further support our focus in streamlining in-event communications and make local events smarter.

The social applications market continues to grow with successful companies establishing focused services. For example, Facebook brought a person's "friends" in view, Pinterest socialized a browser's bookmarking feature and Waze socialized the GPS. Vintage social networking consists of Facebook, Twitter, WordPress, Imgur, Instagram, Foursquare, LinkedIn, Pinterest, YouTube, Reddit, Skype and Tumblr. Our goal is to improve upon many of these applications fundamental functions, and take the market's mainstream utilization methods of person-to-person content sharing and turn them into a people-to-event content methodology. We provide for our features to be presented to our users in a smart and effective manner and attempt to bring ordinary event creation to life by tying in text messaging.

Competition

The market for social media applications is large and growing. According to various media venues, it is speculated that nearly one in four people around the world are using social technologies. The largest social media networks in the world, measured by active users, as of June 30, 2014 were Facebook (1.3bn), Chinese social network QZone (644mn), Google+ (343mn), LinkedIn (300mn), and Twitter (255mn). This market is extremely competitive and characterized by well-funded existing players, high capital inflows, and rapidly changing technologies. In addition to competitive and technological challenges, participants in the social media industry must remain flexible enough to accommodate changes in consumer preferences and tastes.

We have identified our core competitors as being WhatsApp, SnapChat, Instagram, Ansa and Yeti. These companies have significantly greater operating histories and financial and human resources than we do. The combination of the challenges of changing consumer preferences and technological advancements, and heavy investment flow to the industry have caused high levels of acquisition activity in the space. We note that in many cases, the valuation metrics appear to be based on user growth and engagement, of which we are focused on while we bring our product offerings into the market. To become and remain competitive, we will need to consistently grow our user base, innovate with new technological breakthroughs and improve our capital base for investment in various aspects of our business.

Employees

As of March 1, 2015, we had 13 employees, including 4 operational / marketing employees (which includes our executive officers) and 9 technical service employees. We were also utilizing the services of 40 outside contractors including 33 design contractors. We consider our relationship with our employees to be good.

Intellectual Property

On July 1, 2014 , the US Patent and Trademark Office granted a patent (Patent No. 8769610) to Gannon Giguiere, Alan Johnson and Timothy Lyons (collectively, the "Assignors") in furtherance of a patent application filed by the Assignors on October 31, 2013 for an invention (the "Invention") titled "Distance Modified Security and Content Sharing." By assignment dated October 31, 2013, the Assignors assigned their respective rights under the patent to us. The patent is focused on protecting systems and methods for sharing resources in ad-hoc, peer-to-peer networks. Among other things, such systems and methods allow users attending a concert, ball game or other event to share content with each other based on their geographic or social proximity, while maintaining various levels of control over the content that is being shared. From a broader perspective, the technology facilitates planning, inviting, attending, capturing and/or scrapboarding of photos and other information. A child application is on file with respect to the Invention. We intend to broaden the scope of coverage further, focusing on additional features, including specifics of security and inheritance.

Government Regulations

Our business as presently conducted is not subject to any unique or industry related governmental regulations.

Loans

During the year ended December 31, 2014 and the three months ended March 31, 2015, we received loans from various persons including, but not limited to, officers, directors, shareholders and third parties. As of March 31, 2015, we had loans outstanding in the aggregate principal amount of $930,158 which includes $175,158 in loans from related parties. Loans in the principal amount of $315,158, including $165,158 in loans from related parties, are presently due and payable. Except as provided below, we are paying interest at the rate of 1% per annum on each of the outstanding loans. See "Transactions With Related Persons, Promoters and Certain Control Persons and Corporate Governance" and "Risk Factors."

On December 15, 2014, we entered into a Securities Purchase Agreement with LG Capital Funding, LLC ("LG") pursuant to which LG purchased an 8% redeemable, convertible note (the "LG Note") from us in the principal amount of $110,000 due December 15, 2015. The LG Note was subject to an original issue discount resulting in a purchase price of $95,000. The LG Note is convertible by LG, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock for the twenty trading days prior to the date upon which LG provides us with a notice of conversion. The LG Note may be prepaid by us any time within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133%, and for the 121-150 day period is 139%. The Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

On December 15, 2014, JMJ Financial ("JMJ"), a Nevada sole proprietorship, purchased a redeemable, convertible note (the "JMJ Note") from us in the principal amount of $55,555 due December 15, 2016. The JMJ Note was subject to an original issue discount resulting in a purchase price of $50,000. The JMJ Note, including accrued interest due thereon, is convertible by JMJ, at its option, any time after 180 days from the date of issuance at a conversion price equal to the lesser of $0.16 or 60% of the average of the two lowest trading prices during the twenty trading days prior to conversion. The JMJ Note may be prepaid by us any time within 120 days from the date of issuance without payment of interest. If we do not prepay the JMJ Note within such 120 day period, a one-time interest charge of 12% will be applied to the principal amount. The JMJ Note becomes immediately due and payable upon certain events of default and subjects us to significant default penalties. JMJ may provide us with additional loans on the same terms pursuant to which JMJ would receive notes which, together with the JMJ Note, aggregate to $250,000. The JMJ Note was amended on January 16, 2015 to, among other things, remove a provision which had provided that if, at any time while the Note is outstanding, we issued securities on more favorable terms than those contained in the Note, JMJ had the option to include the more favorable terms in the JMJ Note.

On December 19, 2014, we entered into a Securities Purchase Agreement with KBM Worldwide, Inc. ("KBM") pursuant to which KBM purchased an 8% redeemable convertible note from us in the principal amount of $64,000 due September 19, 2015 (the "First Note"). The First Note is convertible by KBM at its option any time after 180 days from issuance at a conversion price equal to 58% of the average of the lowest three trading prices for our common stock during the ten trading day period prior to the date on which KBM provides us with a conversion notice. The First Note may be prepaid by us any time within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 140% for prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 120%, for the 61-90 day period is 125%, for the 91-120 day period is 130% and for the 121-150 day period is 135%. The First Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties. On January 29, 2015, we entered into a second Securities Purchase Agreement with KBM pursuant to which KBM purchased an 8% redeemable convertible note from us in the principal amount of $48,000 due November 2, 2015 (the "Second Note"). All of the other material terms of the Second Note are identical to the terms of the First Note.

On January 6, 2015, we entered into a Securities Purchase Agreement ("SPA") with FireRock Global Opportunities Fund L.P., a Delaware limited partnership ("FireRock"), pursuant to which we issued and sold to FireRock a convertible promissory note, dated January 6, 2015, in the principal amount of $137,500 (the "Initial Note"). The Initial Note was subject to an original issue discount resulting in our receipt of $125,000 in proceeds. In connection with the SPA, we also issued to FireRock 250,000 shares of our restricted common stock and a five-year warrant (the "Warrant"), dated January 6, 2015, to purchase 500,000 shares (the "Warrant Shares") of our common stock at an exercise price of $0.50 per share. The Initial Note and Second Note, as hereinafter defined, are hereinafter referred to collectively as the Notes. FireRock has agreed to purchase a second convertible promissory note from us in the principal amount of $137,500 (the "Second Note") three business days following the effective date of the Registration Statement. The Second Note will be identical, in all material respects, to the Initial Note. The Second Note is also subject to an original issue discount and will result in our receipt of $125,000 in additional proceeds. The Notes have six month terms and provide for payment of interest on the principal amount at maturity at the rate of 1% per annum.

On January 23, 2015, we entered into a Note Purchase Agreement with Tangiers Investment Group, LLC ("Tangiers") pursuant to which Tangiers purchased a one-year 10% Convertible Promissory Note from us in the principal amount of $55,000 (the "Tangiers Note"). The Tangiers Note was subject to an original issue discount resulting in a purchase price of $50,000. The Tangiers Note, including accrued interest due thereon, is convertible by Tangiers, at its option, any time after 180 days from the date of issuance at a conversion price equal to 52% of the lowest trading price for our common stock during the twenty trading days prior to conversion. The conversion price will be further reduced by 10% if we are placed on "chill" status with DTC until such "chill" is remedied and will be reduced by 5% if we are not DWAC eligible. The Tangiers Note may be prepaid by us within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133%, and for the 121-150 day period is 139%. The Tangiers Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties. By mutual agreement, Tangiers may provide us with additional funding on the same terms up to an aggregate principal amount of $330,000 during the 9-month period which commenced on January 23, 2015.

On January 23, 2015, we entered into a Securities Purchase Agreement with Adar Bays, LLC ("Adar") pursuant to which Adar purchased an 8% redeemable, convertible promissory note (the "Adar Note") from us in the principal amount of $44,000 due January 23, 2016.The Adar Note was subject to an original issue discount resulting in a purchase price of $40,000. The Adar Note, including accrued interest due thereon, is convertible by Adar, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock during the twenty trading days prior to conversion. In the event that our common stock becomes subject to a DTC "chill", the conversion price formula will be reduced from 62% to 52% while the "chill" remains in effect. The Adar Note may be prepaid by us within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133% and for the 121-150 day period is 139%. The Adar Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

On March 3, 2015, we entered into a Securities Purchase Agreement with Union Capital, LLC ("Union") pursuant to which Union purchased an 8% redeemable, convertible note (the "Union Note") from us in the principal amount of $44,000 due March 3, 2016. The Union Note was subject to an original issue discount resulting in a purchase price of $40,000. The Union Note is convertible by Union, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock for the twenty trading days prior to the date upon which Union provides us with a notice of conversion. The Union Note may be prepaid by us any time within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133%, and for the 121-150 day period is 139%. The Union Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

On March 18, 2015, we entered into a Convertible Note Purchase Agreement with River North Equity, LLC ("River North") an Illinois limited liability corporation, pursuant to which River North purchased a 9% Convertible Note (the "River North Note") from us in the principal amount of $52,500. The River North Note was subject to an original issue discount resulting in our receipt of $47,250 in proceeds. The River North Note is convertible by River North, at its option, any time after 180 days from issuance at a conversion price equal to 60% of the lowest trading price for our common stock during the twenty trading days prior to the date on which River North provides us with a conversion notice. The conversion price formula will be reduced from 60% to 50% if we are not DWAC eligible. The River North Note contains a right of first refusal in favor of River North with regard to certain future borrowings by us for the term of the River North Note. The River North Note may be prepaid by us any time prior to our receipt of a conversion notice from River North in an amount equal to 105% multiplied by the sum of the then outstanding principal amount of the River North Note plus (i) accrued and unpaid interest due on the principal amount; and (ii) default interest and penalty payments, if any, due on the River North Note at the time of prepayment. The River North Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

On April 8, 2015, we entered into a Securities Purchase Agreement with Vires Group, Inc. ("VGI"), a New York Corporation, pursuant to which VGI purchased a 12% redeemable, convertible note (the "VGI Note") from us in the principal amount of $38,000 due December 26, 2015. The VGI Note is convertible by VGI, at its option, any time after 180 days from issuance at a conversion price equal to 50% of the average of the three lowest trading prices for our common stock during the twenty-day trading period prior to the date on which VGI provides us with a conversion notice. The VGI Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

Effective February 2, 2015, $64,050 in principal and $279 in interest due thereon with respect to the loan made by Gannon Giguiere to us on November 10, 2014, $67,500 in principal and $124 in interest due thereon with respect to the loan made by Gannon Giguiere to us on November 28, 2014, $15,000 in principal and $21 in interest due thereon with respect to the loan made by Gannon Giguiere to us on December 15, 2014, and $14,000 in principal and $7 in interest due thereon with respect to the loan made by Gannon Giguiere to us on January 15, 2015, or an aggregate of $160,981 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 2,299,729 shares of common stock to Mr. Giguiere. Piggyback registration rights apply to these shares.

Effective February 2, 2015, $150,000 in principal and $777 in interest due thereon with respect to the loan made by Alan Johnson to us on July 29, 2014, and $9,842 in principal and $362 in interest due thereon with respect to the loan made by Alan Johnson to us on September 24, 2014, or an aggregate of $160,981 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 2,299,729 shares of common stock to Mr. Johnson. Piggyback registration rights apply to these shares.

Effective February 2, 2015, $15,000 in principal and $63 in interest due thereon with respect to the loan made by Michael Rountree to us on September 30, 2014, and $25,000 in principal and $80 in interest due thereon with respect to the loan made by Michael Rountree to us on October 9, 2014, or an aggregate of $40,143 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 573,471 shares of common stock to Mr. Rountree. Piggyback registration rights apply to these shares.

Aladdin Equity Purchase Agreement

On November 25, 2014, we entered into an Equity Purchase Agreement and a Registration Rights Agreement with Aladdin Trading, LLC ("Aladdin") in order to establish a new source of funding for us. Under the Equity Purchase Agreement, Aladdin agreed to provide us with up to $5,000,000 of funding upon effectiveness of a registration statement on Form S-1. The registration statement was declared effective on January 28, 2015. Since the effectiveness of the registration statement, we have been able to deliver puts to Aladdin under the Equity Purchase Agreement under which Aladdin is obligated to purchase shares of our common stock based on the investment amount specified in each put notice, which investment amount may be any amount up to $5,000,000 less the investment amount received by us from all prior puts, if any. Puts may be delivered by us to Aladdin until the earlier of December 31, 2015 or the date on which Aladdin has purchased an aggregate of $5,000,000 of put shares. The number of shares of our common stock that Aladdin will purchase pursuant to each put notice ("Put Shares") is determined by dividing the investment amount specified in the put by the purchase price. The purchase price per share of common stock is set at fifty (50%) of the Market Price for our common stock with Market Price being defined as the volume weighted average trading price for our common stock during the three consecutive trading days immediately following the date of our put notice to Aladdin (the "Pricing Period"). There is no minimum amount that we can put to Aladdin at any one time. On the put notice date, we are required to deliver put shares ("Estimated Put Shares") to Aladdin in an amount determined by dividing the closing price on the trading day immediately preceding the put notice date multiplied by 50% and Aladdin is required to simultaneously deliver to us the investment amount indicated on the put notice. At the end of the Pricing Period, when the purchase price is established and the number of Put Shares for a particular put is determined, Aladdin must return to us any excess Put Shares provided as Estimated Put Shares or alternatively we must deliver to Aladdin any additional Put Shares required to cover the shortfall between the amount of Estimated Put Shares and the amount of Put Shares. At the end of the pricing period we must also return to Aladdin any excess related to the investment amount previously delivered to us. Pursuant to the Equity Purchase Agreement, Aladdin and its affiliates will not be issued shares of our common stock that would result in Aladdin's beneficial ownership equaling more than 9.99% of our outstanding common stock. Pursuant to the Registration Rights Agreement, we registered 20,000,000 shares of our common stock for issuance to and sale by Aladdin pursuant to the Equity Purchase Agreement.

On February 2, 2015, we delivered a put notice to Aladdin for an investment amount of $75,000. This resulted in our issuance of 1,153,847 shares to Aladdin. On February 20, 2015, we delivered a second put notice to Aladdin for an investment amount of $100,000. This resulted in our issuance of 1,538,462 shares to Aladdin, 198,877 of which were required to be returned to us for cancellation resulting in a net issuance of 1,339,585 shares to Aladdin as the 1,538,462 share issuance represented an estimate as to the number of shares covered by the put. Aladdin owes us $25,000 from the second put. On March 10, 2015, we delivered a third put notice to Aladdin for an investment amount of $100,000. This resulted in our issuance of 2,352,942 shares to Aladdin. Based upon the price of our common stock for the third put valuation period we were required to issue an additional 58,322 shares to Aladdin resulting in a net issuance of 2,411,265 shares pursuant to the third put. We have deducted 58,323 shares from the share amount required to be returned to us from the second put and are now entitled to the return of 140,554 shares from the second put share issuance. Aladdin owes us $100,000 from the third put. Unless the price of our common stock increases substantially, we will not have access to the full commitment amount under the Equity Purchase Agreement.

Kodiak Equity Purchase Agreement

On July 23, 2014, we entered into an equity purchase agreement (the "Equity Purchase Agreement") with Kodiak Capital Group, LLC ("Kodiak") which was amended on August 20, 2014 and September 23, 2014. In June 2014, Kodiak received a one-time issuance of 85,714 shares of our common stock as a commitment fee for the investment. In addition, we paid Kodiak a $10,000 document preparation fee. Although we were not mandated to sell shares under the Equity Purchase Agreement, the Equity Purchase Agreement gave us the option to sell to Kodiak, following effectiveness of a registration statement on Form S-1 (the "Registration Statement"), up to $3,000,000 worth of our common stock over the period ending December 31, 2015.

The purchase price ("Purchase Price") of the common stock was set at eighty percent (80%) of the lowest daily volume weighted average price ("VWAP") of the common stock during the pricing period. The pricing period was the five consecutive trading days immediately after the put notice date.

On the put notice date, we were required to deliver put shares (the "Put Shares") to Kodiak in an amount (the "Estimated Put Shares") determined by dividing the closing price on the trading day immediately preceding the put notice date multiplied by 80% and Kodiak was required to simultaneously deliver to our representative, to hold in escrow, the investment amount indicated on the put notice. At the end of the pricing period when the purchase price was established and the number of Put Shares for a particular put was definitely determined, Kodiak was required to return to us any excess Put Shares provided as Estimated Put Shares or alternatively, we were required to deliver to Kodiak any additional Put Shares required to cover the shortfall between the amount of Estimated Put Shares and the amount of Put Shares. At the end of the pricing period, we were also required to return to Kodiak any excess related to the investment amount previously delivered to us.

The Registration Statement was declared effective on October 21, 2014. Effective October 22, 2014, we provided an amended Put Notice to Kodiak for an investment amount of $300,000. The lowest daily VWAP for our common stock during the pricing period which ended on October 29, 2014 was $0.42038 per share resulting in a Purchase Price of $0.336304 per share. Based thereon, the number of Put Shares issued to Kodiak under the Put was 892,050. The excess Estimated Put Shares (1,407,950 shares) delivered to Kodiak were returned to the Company's transfer agent and subsequently cancelled. On November 13, 2014 we terminated the Equity Purchase Agreement.

Consulting and Similar Agreements and Arrangements

Effective March 10, 2014, we entered into an 18-month Consulting Agreement with Harrison Group, Inc. ("Harrison") pursuant to which Harrison (i) manages and communicates our corporate profile within the investment community; (ii) conducts and arranges meetings on our behalf with investment professionals and advise them of our plans, goals and activities; (iii) arranges meetings with other in the investment community; (iv) increases public awareness of our activities; and (v) provides us with general financial and business advice. We have the right to terminate the Consulting Agreement at any time upon 30 days prior written notice. We issued 100,000 shares of our restricted common stock to Harrison pursuant to the Consulting Agreement and are paying Harrison cash fees at the rate of $2,500 per month. The Consulting Agreement also contains confidentiality, non-solicitation and non-compete provisions. On February 2, 2015, we entered into Amendment No. 1 to the Consulting Agreement with Harrison which extended the term of the Consulting Agreement for an additional two years through August 31, 2017. In consideration thereof, we issued 1,500,000 shares of our restricted common stock to Harrison.

On February 7, 2014, we entered into a one-month Service Provider Agreement with Chinese Investors.com, Inc., an Indiana corporation ("CII"). Thereunder, CII provided us with investor and public relations advice and services during the period February 18, 2014 through March 17, 2014. In connection therewith, we paid CII $6,000 and issued to CII 3,884 shares of our restricted common stock valued at $12,000. On March 5, 2014, we entered into a new Service Provider Agreement with CII, effective March 18, 2014 (the "Subsequent Service Provider Agreement") with a term of one year. Pursuant to the Subsequent Service Provider Agreement, we paid CII $15,000. We also issued an aggregate of 120,000 restricted shares of our common stock to CII, 40,000 of which were issued effective each of March 2014, June 2014, and October 2014. We can cancel the Subsequent Service Provider Agreement by providing CII with 15 days prior written notice but would remain responsible for the payment of the remaining cash and stock fees due thereunder unless such termination is due to an illegal and willful act by CII.

Effective April 23, 2014 we entered into a one-year financial consulting agreement with Monarch Bay Securities, LLC (the "Consultant") pursuant to which the Consultant provides us with advice with regard to various finance matters including, but not limited to, (i) capitalization matters; (ii) changes in our corporate structure; and (iii) alternative uses of our assets. The consulting agreement is renewable for successive one-year periods unless terminated by either party at least 30 days prior to the end of the term. We issued 100,000 shares of our restricted common stock to the Consultant with respect to the initial one year term.

From August 1, 2014 until November 28, 2014 Jeffrey Zehler served as our Vice President of Mobility. His responsibilities included the leadership and management of our mobile development team. We paid Mr. Zehler a base annual salary of $150,000 and granted to him, on August 1, 2014, 200,000 non-statutory, stock options under our 2012 Equity Incentive Plan. The options were exercisable upon vesting to purchase shares of our common stock at a price of $1.00 per share. The options began vesting and became exercisable starting on September 1, 2014 in monthly increments of 4,166 options for a period of 47 consecutive months with the remaining 4,198 options vesting on August 1, 2018. The options were exercisable on a cashless basis. All of the unvested options were cancelled at the time of his cessation of services on November 28 2014. All of the vested options were exercisable until February 28, 2014 at which time they were cancelled.

On August 12, 2014 we entered into a two-year consulting agreement with Vinay Jatwani, pursuant to which Mr. Jatwani is responsible for identifying, evaluating, developing, and implementing acquisition, partnership and alliance opportunities that support our strategic growth initiatives. The consulting agreement is subject to extension upon mutual agreement of the parties and may be terminated by us upon 30 days prior written notice. Pursuant to the consulting agreement we are paying Mr. Jatwani cash compensation at the rate of $50,000 per annum payable in equal bi-monthly (twice a month) installments. We also issued 175,000 non-statutory stock options to Mr. Jatwani with a ten-year term, which have an exercise price of $1.00 per share. The options vested upon issuance. In connection with the consulting agreement, Mr. Jatwani assigned to us all of the assets he owned related to his electronic gift card platform business operations being conducted through the name Gift Ya Now including, but not limited to, software base code, original design/creative elements, domain name and all strategic business relationships. We expect to incorporate these assets into a separate business line which is intended to utilize the Gift Ya Now name.

Effective November 1, 2014 we entered into a one-year Marketing and Consulting Agreement with CorProminence LLC ("Cor") a New York limited liability corporation, pursuant to which Cor provides us with shareholder and investor relations services in the form of road shows with the financial community, sponsorship and participation in financial industry trade shows, creation of informational packages for prospective investors, investor relations promotional activities and the production and distribution of executive interviews. In connection with such services, we are paying Cor $10,000 per month, payable monthly in advance (the "Monthly Cash Fee") and issued to Cor 217,175 shares of our restricted common stock (the "Compensation Shares"). We will be furnishing to Cor all documents and information respecting our company that are reasonably necessary to enable Cor to perform the services. Cor has agreed that it will only use such information and documentation that has been provided to Cor by us or which we will have approved in writing in advance for use by Cor. The agreement contains a standard confidentiality provision and provides for mutual indemnification for certain breaches. The agreement may be terminated by either party for any reason upon 30 days prior written notice (the "Notice"). If the agreement is terminated by us, Cor is entitled to retain the Monthly Cash Fee paid to Cor after the Notice but prior to the effective date of termination unless such termination is due to Cor's negligence, gross misconduct or breach of its representations, warranties and a material provision set forth in the agreement. Further, if we terminate the aAgreement for any reason, Cor is required to return to us a proportionate amount of the Compensation Shares based upon the number of days of the one-year term that the agreement was in effect prior to termination.

Effective October 28, 2014, 2014, we entered into a consulting agreement with OTC Media, LLC (“OTC Media”) pursuant to which OTC Media provides us with investor and public relations services. The services may include public relations and direct mail campaigns. In connection therewith, we pay OTC Media a service fee equal to 20% of the cost of the campaigns together with reimbursement for the cost of the campaigns. In November 2014, OTC Media conducted a campaign on our behalf at a cost of $100,000 and received a $20,000 service fee. The consulting agreement is in effect until December 31, 2015 and is subject to renewal. We have agreed to indemnify OTC Media and hold it harmless against any losses, claims, liabilities and expenses it may suffer arising from any information contained in our SEC filings and press releases which is relied upon by OTC Media in the performance of the services and which proves to contain an untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.

On February 2, 2015, we entered into a one-year Consulting and Development Agreement with Meridian Computing, Inc. (“MCI”) pursuant to which MCI provides us with services which include (i) software development services; (ii) assisting us with our product requirements, release schedules and client-server dependencies; and (iii) assisting us with our gathering and specification requirements related to mobile architecture and implementation. We are paying MCI for the services at the rate of $19,200 per month or $230,400 on an annualized basis. The annualized fee amount is payable by us in advance. Such cash payment has yet to be made. The agreement contains customary confidentiality and non-solicitation provisions. We can terminate the agreement upon 30 days prior written notice. Upon any such termination, MCI is able to retain the cash fee payment.

On February 2, 2015, we entered into a one-year Consulting Agreement with JV Holdings, LLC (“JV”) pursuant to which JV provides us with investor relations and related services. The agreement is automatically renewable for additional one-year terms unless either party notifies the other of its intention not to renew not less than 30 days prior to the end of the existing term. In the event of a renewal, the parties will re-negotiate the cash and stock fees payable to JV under the agreement. We are required to pay JV a monthly cash fee of $6,000 per month or an aggregate of $72,000 for the initial one-year term, which annualized fee is payable in full, in advance. Such payment has yet to be made. We also issued 350,000 shares of our restricted common stock to JV, as a stock fee. The agreement contains customary confidentiality, indemnification and non-circumvention provisions. The agreement may be terminated by us upon 30 days prior written notice. In such event, JV is entitled to retain the cash and stock fees it has received prior to the date of termination.

On February 2, 2015, we entered into a Consulting Agreement with M1 Capital Advisors LLC (“M1”) pursuant to which M1 is providing us with strategic and corporate consulting services which include (i) the development and refinement of our business plan; (ii) market and competitive research assessment; (iii) preparation of investor presentation materials; (iv) review of product features; and (v) development of marketing strategies and initiatives. The agreement terminates on December 31, 2015. We are required to pay M1 a $110,000 cash fee for the services which is payable in advance. Such cash payment has yet to be made. The agreement is renewable 60 days prior to the end of the term upon mutual agreement of the parties. The agreement contains customary confidentiality and indemnification provisions.

On February 2, 2015, we entered into a one-year Consulting Agreement with Market Pulse Media, Inc. (“MP”) pursuant to which MP provides us with financial and business advice and investor relations services. The agreement is subject to extension upon mutual agreement of the parties. In connection therewith, we issued 1,300,000 shares of our restricted common stock to MP. We can terminate the agreement upon 30 days prior written notice. The agreement contains a covenant not to compete and non-solicitation and indemnification provisions.

Effective January 1, 2013, we engaged Ryan Fuller as our Creative Director at a base annual salary of $80,000 with the right to earn an annual bonus of up to an additional $80,000. In connection therewith, on January 2, 2013 we also issued 100,000 non-statutory stock options to Mr. Fuller under our 2012 Equity Incentive Plan, each option being exercisable at a price of $0.50 per share for a period of ten years from issuance. On February 2, 2015, we issued 50,000 non-statutory options to Mr. Fuller under our 2015 Equity Incentive Plan, each option vesting monthly and ratable over the 36 month period commencing upon issuance and having an exercise price of $0.10 per share.

Effective January 1, 2013, we engaged Timothy Lyons as our Chief Technology Officer. In connection therewith, on January 2, 2013 we issued 300,000 non-statutory stock options to Mr. Lyons under our 2012 Equity Incentive Plan, each option being exercisable at a price of $0.50 per share for a period of ten years from issuance. We are also paying Mr. Lyons $5,000 per month for his services. In March 2014 we issued 200,000 shares of our restricted common stock to Mr. Lyons in further consideration of services rendered. On February 2, 2015, we issued 250,000 non-statutory stock options to Mr. Lyons under our 2015 Equity Incentive Plan, each option vesting monthly and ratably over the 36 month period commencing upon issuance and having an exercise price of $0.10 per share.

Effective August 15, 2013, we entered into an Independent Contractor Agreement which we amended on December 31, 2014 with Jigsaw Partners Inc., ("Jigsaw") pursuant to which Jigsaw provides us with marketing and other services intended to generate traffic/users to our products and services. Effective December 31, 2013, we amended the agreement. The agreement has a term of two years and may be renewed or extended as mutually agreed by the parties. Pursuant to the agreement, we are paying Jigsaw (i) a cash retainer of $2,500 per month, (ii) bounty payments on the basis of a $0.10 bounty per download/acquisition of new users (defined as application downloads or new user accounts created that logs in and creates two new sessions), (iii) a 10% commission on net new revenues and a 5% commission on net renewal revenues derived from invitation sales (on net new revenues only), cloud storage, ad suppression and other services offered to consumers from time to time deemed to be generated by active use accounts established via the traffic generation efforts of Jigsaw. Net new revenue is defined in the agreement as revenue minus the cost of the service allocated to the exact type of revenue. Net renewal revenue is defined in the agreement as revenue minus the cost of the service allocated to the exact type of revenue. Our obligation to pay net renewal revenue to Jigsaw continues, to the extent applicable, beyond the termination of the agreement. Jigsaw may, in its sole discretion, agree to accept shares of our common stock in lieu of any cash payments due to Jigsaw pursuant to the agreement. The number of shares issuable to Jigsaw will be determined based upon the average closing price for our common stock during the five trading days immediately prior to the date on which we receive notice from Jigsaw as to its intention to accept shares after applying a 10% discount to such average closing price. Alternatively, the number of shares issuable to Jigsaw may be based on the price at which we are offering shares in a private placement taking place at the time we receive notice from Jigsaw to accept shares or in a private placement which closed within thirty days of the date of notice. Pursuant to the amendment, the parties agreed to limit the aggregate maximum number of shares of our common stock which can be issued to Jigsaw under the agreement in lieu of cash payment to 100,000 shares. The services being provided by Jigsaw pursuant to the agreement are being provided by Jigsaw in the capacity of an independent contractor. The agreement also contains a standard confidentiality provision.

On March 19, 2013, we entered into a Consulting Agreement with John Keema. In connection therewith, in March 2013, we issued 50,000 stock options with an exercise price of $1.00 per share to Mr. Keema.

Advisory Board

Effective December 3, 2012, we established an advisory board to provide us with financial, technical and business advice and appointed the initial four members thereto. Effective March 10, 2014, we appointed the three additional members to our advisory board. See Directors, Executive Officers and Corporate Governance – Advisory Board.

Reports to Security Holders

We file annual, quarterly, current and special reports and other information with the Securities and Exchange Commission. You may read and obtain copy of any reports, statement or other information that we file with the Commission at the Commission's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the Commission at (202) 551-8090 for further information on the public reference room. These Commission filings are also available to the public from commercial document retrieval services and at the Internet site maintained by the Commission at http://www.sec.gov.

ITEM 1A. RISK FACTORS

You should carefully consider the risks described below as well as other information provided to you in this Annual Report, including information in the section of this Annual Report entitled "Information Regarding Forward Looking Statements." The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe are immaterial may also impair our business operations. If any of the following risks actually occur, our business, financial condition or results of operations could be materially adversely affected, and you may lose all or part of your investment.

RISKS RELATED TO OUR FINANCIAL RESULTS

We have incurred losses since our inception, have yet to achieve profitable operations and anticipate that we will continue to incur losses for the foreseeable future.

For the year ended December 31, 2014, we incurred a net loss of $23,381,550. For the year ended December 31, 2013, we incurred a net loss of $3,046,187. At December 31, 2014, we had an accumulated deficit of $27,734,925. We have generated no revenues to date. We plan to increase our expenses associated with the development of our social communications business. There is no assurance we will be able to derive revenues from the development of our social communications business to successfully achieve positive cash flow or that our social communications business will be successful. If we achieve profitability, we may be unable to sustain or increase profits on a quarterly or annual basis.

We believe that long-term profitability and growth will depend on our ability to:

- develop and grow our social communications business; or
- engage in any alternative business.

Inability to successfully execute on any of the above, among other factors, could have a material adverse effect on our business, financial results or operations.

Because we have a limited operating history, have yet to attain profitable operations and will need additional financing to fund our businesses, there is doubt about our ability to continue as a going concern.

Our consolidated financial statements for the year ended December 31, 2014 have been prepared assuming that we will continue as a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. We have accumulated a loss to date and have relied on raising funds through private placements and from loans from officers, directors, and third parties. During 2014, we raised $1,575,000 from sales of our common stock and at December 31, 2014 held $2,957 in cash.

As of December 31 2014 , we had an accumulated deficit of $27,734,925 and had not generated any revenues. The future of our Company is dependent upon our ability to obtain financing, upon the future success of our business and upon our ability to achieve profitable operations. Our independent registered accounting firm issued a report in connection with their December 31, 2014 audit that included an explanatory paragraph referring to our recurring net losses and accumulated deficit and expressing substantial doubt in our ability to continue as a going concern. Our financial statements do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts of and classification of liabilities that might be necessary in the event we cannot continue in existence.

If we engage in acquisition or expansion activities, we may require additional financing to fund our operations. We will seek such additional funds through private placements of our equity or debt securities or through loans from financial institutions, our officers and directors or our stockholders. There can be no assurance that we will be able to raise additional funds, if needed, on terms acceptable to us. If we do not obtain additional financing, when required, our planned business may fail.

Obtaining additional financing is subject to a number of factors, including investor acceptance of the value of our social communications business. These factors may adversely affect the timing, amount, terms, or conditions of any financing that we may obtain or make any additional financing unavailable to us.

To date, our sources of cash have been primarily limited to the sale of our equity securities and loans from executive officers, directors, and third parties. We cannot be certain that additional funding via this means will be available on acceptable terms, if at all. To the extent that we are able to raise additional funds by issuing equity securities, our existing stockholders may experience significant dilution. Any debt financing that we may secure, if available, may involve restrictive covenants that impact our ability to conduct our business. If we are unable to raise additional capital, when required, or on acceptable terms, we may have to delay or scale back significantly or discontinue our planned business projects. Inability to obtain these or other sources of capital could have a material adverse effect on our business, financial results or operations.

Certain of our outstanding loans are past due. No assurance can be given that we can pay off such loans should the lenders determine to seek payment on such loans at a time or times when we do not have sufficient cash assets to do so.

$315,158 in principal, together with accrued interest due thereon, of our outstanding loans are presently due and payable, including $165,158 in loan principal due to related parties. Should the lenders seek payment at a time when we do not have sufficient cash assets to make payment and bring enforcement actions against us, this would have a material adverse effect on our business, financial results and operations.

RISKS RELATED TO OUR MANAGEMENT AND CORPORATE GOVERNANCE

We have no independent directors, which poses a significant risk for us from a corporate governance perspective.

Two of our three executive officers, namely Gannon Giguiere, our president and secretary, and Michael Rountree, our chief financial officer and treasurer, also serves as two of our three directors. Alan Johnson, our chief corporate development officer, serves as our other director. Jason Harvey, our chief executive officer, does not serve as a director. Our directors and executive officers are required to make interested party decisions, such as the approval of related party transactions, their level of compensation, and oversight of our accounting function. Our directors and executive officers also exercise control over all matters requiring stockholder approval, including the nomination of directors and the approval of significant corporate transactions. We have chosen not to implement various corporate governance measures, the absence of which may cause stockholders to have more limited protections against transactions implemented by our board of directors, conflicts of interest and similar matters. Stockholders should bear in mind our current lack of corporate governance measures in formulating their investment decisions.

We may find it difficult to attract senior management in the absence of Directors and Officers Insurance.

We do not presently maintain Directors and Officers Insurance. This may deter or preclude persons from joining our management or cause them to demand additional compensation to join our management.

We will need to increase our size, and may experience difficulties in managing growth.

We are a smaller reporting company with 13 employees as of March 1, 2015. We hope to experience a period of expansion in headcount, facilities, infrastructure and overhead to develop our prospective social media businesses and to address potential growth and market opportunities. Future growth will impose significant added responsibilities on members of management, including the need to identify, recruit, maintain and integrate additional independent contractors and managers. Our future financial performance and our ability to compete effectively will depend, in part, on our ability to manage any future growth effectively. Inability to manage future growth could have a material adverse effect on our business, financial results or operations.

Our officers and directors may engage in business ventures and activities outside of their engagements with us.

Our officers and directors may devote a reasonable amount of time to civic, community or charitable activities and may serve as investors, employees, directors and/or executive officers of other corporations or entities provided that any such other corporation or entity is not a competitor of ours and that their responsibilities with respect thereto do not conflict with or interfere with the faithful performance of their duties to us. Although not expected, this may result in scheduling conflicts for such persons.

The issuance of shares of our Series A Super-Voting Preferred Stock will limit the ability of the holders of shares of our common stock to approve matters subject to the vote of shareholders.

Our Series A Super-Voting Preferred Stock entitles the holders of such shares to 1,000 votes per share on matters in which holders of the Series A Super-Voting Preferred Stock and holders of our common stock vote as a single class. It also gives the holders of such stock the right, as a class, to elect two of our three directors and to approve certain significant transactions including, but not limited to, liquidations, dissolutions, mergers, consolidations, charter amendments and changes in the size of the board. If issued, the majority holders of the Series A Super-Voting Preferred Stock will have the ability to exert control over the matters referenced above and all other matters which are subject to shareholder vote.

RISKS RELATED TO OUR SOCIAL COMMUNICATIONS BUSINESS

Our social communications business is a startup business. No assurance can be given that we can successfully achieve demand for our products and services and achieve profitability.

We started our social communications business upon the November 21, 2012 closing of the Asset Purchase Agreement. There is no certainty that our products and services will achieve market acceptance or that we will achieve profitability. Commercial relationships have to be developed with other market participants to deliver our products and services to market which cannot be guaranteed to be consummated in a timely fashion, if at all.

Our business may suffer if we are unable to attract or retain talented personnel.

Our success will depend in large measure on the abilities, expertise, judgment, discretion, integrity and good faith of our management, as well as other personnel. We have a small management team, and the loss of a key individual or our inability to attract suitably qualified replacements or additional staff could adversely affect our business. Our success also depends on the ability of management to form and maintain key commercial relationships within the market place. No assurance can be given that key personnel will continue their association or employment with us or that replacement personnel with comparable skills will be found. If we are unable to attract and retain key personnel and additional employees, our business may be adversely affected.

We are operating in a highly competitive market.

The development and marketing of a social communications business is extremely competitive. In many cases we will compete with entrenched social communications businesses. Competitors range from start-up companies to established companies, most of which have substantially greater financial, technical, marketing and human resource capabilities than we have, as well as established positions in markets and name brand recognition.

The development of our business is uncertain.

Our development efforts are subject to unanticipated delays, expenses or technical or other problems, as well as the possible insufficiency of funding to complete development. Our success will depend, in part, upon our products, services and technologies meeting acceptable cost and performance criteria, and upon their timely introduction into the marketplace. All of our proposed products, services and technologies may never be successfully developed, and even if developed, they may not satisfactorily perform the functions for which they are designed. Additionally, these products and services may not meet applicable price or performance objectives. Unanticipated technical or other problems may accrue which would result in increased costs or material delays in their development or commercialization.

We may be subject to third-party claims that we require additional patents for our products and we could face costly litigation, which could cause us to pay substantial damages and limit our ability to sell some or all of our products.

Our industry is characterized by a large number of patents, claims of which appear to overlap in many cases. As a result, there is a significant amount of uncertainty regarding the extent of patent protection and infringement. Companies may have pending patent applications (which are can be confidential for up to the first eighteen months following filing) that cover technologies we incorporate in our products. Our products are based on complex, rapidly developing technologies. These products could be developed without knowledge of previously filed patent applications that mature into patents that cover some aspect of these technologies. In addition, our belief that our products do not infringe the technology covered by valid and enforceable patents could be successfully challenged by third parties. As a result, we may be subjected to substantial damages for past infringement or be required to modify our products or stop selling them if it is ultimately determined that our products infringe a third party's proprietary rights. Due to these factors, there remains a constant risk of intellectual property litigation affecting our business. To avoid or settle legal claims, it may be necessary or desirable in the future to obtain patents or licenses relating to one or more products or services or relating to current or future technologies, and we cannot be assured that we will be able to obtain these patents or licenses or other rights on commercially reasonable terms.

The cost of litigation and the amount of management time associated with infringement cases is significant. Should an infringement case be filed against us, there can be no assurance that these matters would be resolved favorably; that we would continue to be able to research, develop or sell the products in question or other products as a result; or that any legal costs associated with defending such claims or any monetary or other damages assessed against us would not have a material adverse effect on us. Even a successful outcome may take years to achieve and the costs associated with such litigation, in terms of dollars spent and diversion of management time and resources, could seriously harm the our business. Moreover, if a third party claims an intellectual property right to technology that we use, we may be forced to discontinue the use of our platforms as they are currently used, an important research and development program, product, or product line, alter our platforms, products, and processes, pay license fees, pay damages for past infringement or cease certain activities.

If we fail to maintain and protect our intellectual property rights, our competitors could use our technology to develop competing products and our business will suffer.

Our competitive success will be affected in part by our continued ability to obtain and maintain patent protection for our inventions, technologies and discoveries, including our intellectual property that includes technologies that we may license. Our ability to do so will depend on, among other things, complex legal and factual questions. We cannot assure you that our patents will successfully preclude others from using our technology. Our patent applications may lack priority over others' applications or may not result in the issuance of additional patents. Even if issued, our patents may not be sufficiently broad to provide protection against competitors with similar technologies and may be challenged, invalidated or circumvented.

In addition to patents, we rely and will rely on a combination of trade secrets, copyright and trademark laws, nondisclosure agreements, licenses and other contractual provisions and technical measures to maintain and develop our competitive position with respect to intellectual property. Nevertheless, these measures may not be adequate to safeguard the technology underlying our products. For example, employees, consultants and others who participate in the development of our products may breach their agreements with us regarding our intellectual property and we may not have adequate remedies for the breach. Our trade secrets could become known through other unforeseen means.

Notwithstanding our efforts to protect our intellectual property, our competitors may independently develop similar or alternative technologies or products that are competitive with, equal or superior to our technology. Our competitors may also develop similar products without infringing on any of our owned intellectual property rights or design around our proprietary technologies. Furthermore, any efforts to enforce our intellectual property rights could result in disputes and legal proceedings that could be costly and divert attention from our business.

We may need to initiate lawsuits to protect or enforce our patents, which would be expensive and, if we lose, may cause us to lose some, if not all, of our intellectual property rights, and thereby impair our ability to compete.

We rely and will continue to rely on patents to protect a large part of our intellectual property. To protect or enforce our patent rights, we may initiate patent litigation against third parties, such as infringement suits or interference proceedings. These lawsuits could be expensive, take significant time and divert management's attention from other business concerns. They would also put our patents at risk of being invalidated or interpreted narrowly, and our patent applications at risk of not issuing. We may also provoke these third parties to assert claims against us. Patent law relating to the scope of claims in the technology fields in which we operate is still evolving and, consequently, patent positions in our industry are generally uncertain. We cannot assure you that we would prevail in any of these suits or that the damages or other remedies awarded, if any, would be commercially valuable. During the course of these suits, there may be public announcements of the results of hearings, motions and other interim proceedings or developments in the litigation. Any public announcements related to these suits could cause our stock price to decline.

RISKS RELATING TO OUR COMMON STOCK

We may need additional capital that will dilute the ownership interest of investors.

We may require additional capital to fund our future business operations. If we raise additional funds through the issuance of equity, equity-related or convertible debt securities, these securities may have rights, preferences or privileges senior to those of the rights of holders of our common stock, who may experience dilution of their ownership interest of our common stock. We cannot predict whether additional financing will be available to us on favorable terms when required, or at all. Since our inception, we have experienced negative cash flow from operations and expect to experience significant negative cash flow from operations in the future. The issuance of additional common Stock by our board of directors may have the effect of further diluting the proportionate equity interest and voting power of holders of our common stock.

Our officers and directors collectively own a substantial portion of our outstanding common stock, and as long as they do, they may be able to control the outcome of stockholder voting.

Our officers and directors are collectively the beneficial owners of approximately 71.61 % of the outstanding shares of our common stock as of the date of this Annual Report. Further, it is expected that we will issue shares of our Series A Super-Voting Preferred Stock in the future to one or more of our present officers and directors to better enable them to maintain their existing voting control. Accordingly, our officers and directors, individually and as a group, may be able to control us and direct our affairs and business, including any determination with respect to a change in control, future issuances of common stock or other securities, declaration of dividends on the common stock and the election of directors.

We have the ability to issue additional shares of our common stock and shares of preferred stock without asking for stockholder approval, which could cause your investment to be diluted. The issuance of shares of our Series A Super-Voting Preferred Stock will limit the ability of the holders of our common stock to approve matters made subject to the vote of shareholders.

Our Articles of Incorporation authorizes the Board of Directors to issue up to 300,000,000 shares of common stock and up to 10,000,000 shares of preferred stock. The power of the Board of Directors to issue shares of common stock, preferred stock or warrants or options to purchase shares of common stock is generally not subject to stockholder approval. Accordingly, any additional issuance of our common stock, or preferred stock that may be convertible into common stock, may have the effect of diluting your investment.

On April 8 , 2015, we created a series of preferred stock designated Series A Super-Voting Preferred Stock consisting of 1,000,000 shares. The issuance of such shares will enable the holders thereof to exert voting control over matters requiring shareholder approval.

Our shares qualify as a penny stock. As such, we are subject to the risks associated with "penny stocks". Regulations relating to "penny stocks" limit the ability of our stockholders to sell their shares and, as a result, our stockholders may have to hold their shares indefinitely.

Our common stock is deemed to be "penny stock" as that term is defined in Regulation Section 240.3a51-1 of the Securities and Exchange Commission. Penny stocks are stocks: (a) with a price of less than $5.00 per share; (b) that are not traded on a "recognized" national exchange; (c) whose prices are not quoted on the NASDAQ automated quotation system (NASDAQ - where listed stocks must still meet requirement (a) above); or (d) in issuers with net tangible assets of less than $2,000,000 (if the issuer has been in continuous operation for at least three years) or $5,000,000 (if in continuous operation for less than three years), or with average revenues of less than $6,000,000 for the last three years.

Section 15(g) of the United States Securities Exchange Act of 1934 and Regulation 240.15g(c)2 of the Securities and Exchange Commission require broker dealers dealing in penny stocks to provide potential investors with a document disclosing the risks of penny stocks and to obtain a manually signed and dated written receipt of the document before effecting any transaction in a penny stock for the investor's account. Potential investors in our Common Stock are urged to obtain and read such disclosure carefully before purchasing any common shares that are deemed to be "penny stock".

Moreover, Regulation 240.15g-9 of the Securities and Exchange Commission requires broker dealers in penny stocks to approve the account of any investor for transactions in such stocks before selling any penny stock to that investor. This procedure requires the broker dealer to: (a) obtain from the investor information concerning his or her financial situation, investment experience and investment objectives; (b) reasonably determine, based on that information, that transactions in penny stocks are suitable for the investor and that the investor has sufficient knowledge and experience as to be reasonably capable of evaluating the risks of penny stock transactions; (c) provide the investor with a written statement setting forth the basis on which the broker dealer made the determination in (ii) above; and (d) receive a signed and dated copy of such statement from the investor confirming that it accurately reflects the investor's financial situation, investment experience and investment objectives. Compliance with these requirements may make it more difficult for investors in our common stock to resell their shares to third parties or to otherwise dispose of them. Holders should be aware that, according to Securities and Exchange Commission Release No. 34-29093, dated April 17, 1991, the market for penny stocks suffers from patterns of fraud and abuse. Such patterns include:

(i) control of the market for the security by one or a few broker-dealers that are often related to the promoter or issuer;

(ii) manipulation of prices through prearranged matching of purchases and sales and false and misleading press releases;

(iii) boiler room practices involving high-pressure sales tactics and unrealistic price projections by inexperienced sales persons;

(iv) excessive and undisclosed bid-ask differential and mark-ups by selling broker-dealers; and

(v) the wholesale dumping of the same securities by promoters and broker-dealers after prices have been manipulated to a desired level, along with the resulting inevitable collapse of those prices and with consequent investor losses.

Our management is aware of the abuses that have occurred historically in the penny stock market. Although we do not expect to be in a position to dictate the behavior of the market or of broker-dealers who participate in the market, management will strive within the confines of practical limitations to prevent the described patterns from being established with respect to our securities.

RISKS RELATED TO OUR EQUITY PURCHASE AGREEMENT WITH ALADDIN TRADING, LLC

Our existing stockholders may experience significant dilution from the sale of our common stock pursuant to the Aladdin Equity Purchase Agreement.

The sale of our common stock to Aladdin in accordance with the Equity Purchase Agreement may have a dilutive impact on our shareholders. As a result, the market price of our common stock could decline. In addition, the lower our stock price is at the time we exercise our put options, the more shares of our common stock we will have to issue to Aladdin in order to exercise a put under the Equity Purchase Agreement. If our stock price decreases, then our existing shareholders would experience greater dilution for any given dollar amount raised through the offering.

The perceived risk of dilution may cause our stockholders to sell their shares, which may cause a decline in the price of our common stock. Moreover, the perceived risk of dilution and the resulting downward pressure on our stock price could encourage investors to engage in short sales of our common stock. By increasing the number of shares offered for sale, material amounts of short selling could further contribute to progressive price declines in our common stock.

The issuance of shares pursuant to the Aladdin Equity Purchase Agreement may have a significant dilutive effect.

Depending on the number of shares we issue pursuant to the Aladdin Equity Purchase Agreement, it could have a significant dilutive effect upon our existing shareholders. Although the number of shares that we may issue pursuant to the Equity Purchase Agreement will vary based on our stock price (the higher our stock price, the less shares we have to issue) the information set out below indicates the potential dilutive effect to our shareholders, based on different potential future stock prices, if the full amount of the Equity Purchase Agreement is realized.

Dilution is based upon common stock put to Aladdin and the stock price discounted to Aladdin's purchase price of 50% of the volume weighted average price (VWAP) during the pricing period. The example below illustrates dilution based upon a $0.10 market price/$0.05 purchase price and other increased/decreased prices (without regard to Aladdin's 9.99% ownership limit or the number of shares being registered hereunder):

$5,000,000 Put

Stock Price (Aladdin Purchase Price)	Shares Issued	Percentage of Outstanding Shares [(1)]
$0.125 ($0.0625) +25%	80,000,000	56.6%
$0.10 ($0.05)	100,000,000	61.9%
$0.075 ($0.0375) – 25%	133,333,333	68.4%
$0.05 ($0.025) – 50%	200,000,000	76.5%
$0.025 ($0.0125) – 75%	400,000,000	86.7%

(1) Based on 61,466,431 shares outstanding as of April 1, 2015.

Aladdin will pay less than the then-prevailing market price of our common stock which could cause the price of our common stock to decline.

Our common stock to be issued under the Aladdin Equity Purchase Agreement will be purchased at a fifty percent (50%) discount or 50% of the VWAP during the three trading days immediately following our notice to Aladdin of our election to exercise our "put" right.

Aladdin has a financial incentive to sell our shares immediately upon receiving the shares to realize the profit between the discounted price and the market price. If Aladdin sells our shares, the price of our common stock may decrease. If our stock price decreases, Aladdin may have a further incentive to sell such shares. Accordingly, the discounted sales price in the Equity Purchase Agreement may cause the price of our common stock to decline.

We registered an aggregate of 20,000,000 shares of common stock issuable under the Aladdin Equity Purchase Agreement. The sale of such shares could depress the market price of our common stock.

We registered an aggregate of 20,000,000 shares of common stock issuable pursuant to the Aladdin Equity Purchase Agreement. The sale of these shares into the public market by Aladdin could depress the market price of our common stock.

We May Not Have Access to the Full Amount under the Equity Purchase Agreement.

On March 16, 2015, the closing price of our common stock was $0.08. At that price we would be able to sell shares to Aladdin under the Equity Purchase Agreement at the discounted price of $0.04. There is no assurance that the market price of our common stock will increase from its current level. At a purchase price of $0.04 we would receive a maximum of $800,000 under the Equity Purchase Agreement. We will not have access to the full commitment under the Equity Purchase Agreement unless the share price of our common stock substantially increases from its current level.

Unless an active trading market develops for our securities, investors may not be able to sell their shares.

We are a reporting company and our common shares are quoted on the OTC Link (OTC.QB Tier) under the symbol "EVTI". However, there is not currently an active trading market for our common stock and an active trading market may never develop or, if it does develop, may not be maintained. Failure to develop or maintain an active trading market will have a generally negative effect on the price of our common stock, and you may be unable to sell your common stock or any attempted sale of such common stock may have the effect of lowering the market price and therefore your investment could be a partial or complete loss.

Since our common stock is thinly traded it is more susceptible to extreme rises or declines in price, and you may not be able to sell your shares at or above the price paid.

Since our common stock is thinly traded its trading price is likely to be highly volatile and could be subject to extreme fluctuations in response to various factors, many of which are beyond our control, including (but not necessarily limited to):

- the trading volume of our shares;
- the number of securities analysts, market-makers and brokers following our common stock;
- new products or services introduced or announced by us or our competitors;
- actual or anticipated variations in quarterly operating results;
- conditions or trends in our business industries;
- announcements by us of significant contracts, acquisitions, strategic partnerships, joint ventures or capital commitments;
- additions or departures of key personnel;
- sales of our common stock and
- general stock market price and volume fluctuations of publicly-traded, and particularly microcap, companies.

Investors may have difficulty reselling shares of our common stock, either at or above the price they paid for our stock, or even at fair market value. The stock markets often experience significant price and volume changes that are not related to the operating performance of individual companies, and because our common stock is thinly traded it is particularly susceptible to such changes. These broad market changes may cause the market price of our common stock to decline regardless of how well we perform as a company. In addition, there is a history of securities class action litigation following periods of volatility in the market price of a company's securities. Although there is no such litigation currently pending or threatened against us, such a suit against us could result in the incursion of substantial legal fees, potential liabilities and the diversion of management's attention and resources from our business. Moreover, and as noted below, our shares are currently traded on the OTC Link (OTC.QB tier) and, further, are subject to the penny stock regulations. Price fluctuations in such shares are particularly volatile and subject to potential manipulation by market-makers, short-sellers and option traders.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our business address is 3420 Bristol Street, Costa Mesa, CA. We utilize approximately 1,500 square feet of office space at such address and pay monthly rent of approximately $10,141. Our lease expires on June 30, 2015.

We do not own any real estate.

ITEM 3. LEGAL PROCEEDINGS

Legal Proceedings

From time to time we may be a defendant and plaintiff in various other legal proceedings arising in the normal course of our business. Except as disclosed above, we are currently not a party to any material legal proceedings or government actions, including any bankruptcy, receivership, or similar proceedings. Furthermore, as of the date of this Annual Report, our management is not aware of any proceedings to which any of our directors, officers, or affiliates, or any associate of any such director, officer, affiliate, or security holder is a party adverse to our company or has a material interest adverse to us.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information

"Bid" and "ask" prices for our common stock have been quoted on the Over-The-Counter Bulletin Board (the "OTCBB") and on OTC Markets since October 17, 2012. From October 17, 2012 through December 3, 2012, our common stock was quoted on the OTCBB under the symbol "CGPS.OB" and on OTC Markets under the symbol "CGPS.QB." From December 4, 2012 through March 13, 2013, our common stock was quoted on the OTCBB under the symbol "LEVT.OB" and on OTC Markets under the symbol "LEVT.QB." Since March 14, 2013, our common stock has been quoted on the OTCBB under the symbol "EVTI.OB" and on OTC Markets under the symbol "EVTI.QB." Prior to October 17, 2012, our common stock was not quoted.

The following table sets forth, for the quarters indicated, the high and low closing bid prices per share of our common stock on the OTCBB, reported by the National Association of Securities Dealers Composite Feed or other qualified interdealer quotation medium. Such quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission, and may not represent actual transactions.

Quarter Ended	High	Low
March 31, 2015	$ 0.15	$ 0.03
December 31, 2014	$ 1.50	$ 0.10
September 30, 2014	$ 2.07	$ 1.31
June 30, 2014	$ 3.05	$ 2.00
March 31, 2014	$ 3.25	$ 2.55
December 31, 2013	$ 3.51	$ 2.75
September 30, 2013	$ 3.52	$ 2.90
June 30, 2013	$ 3.00	$ 2.15

Quarter Ended	High	Low
March 31, 2013	$ 2.70	$ 1.73

As of March 31, 2015, we had 35 shareholders of record for our common stock.

Dividends

We have never declared any cash dividends with respect to our common stock. Future payment of dividends is within the discretion of our Board of Directors and will depend on our earnings, capital requirements, financial condition and other relevant factors. Although there are no material restrictions limiting, or that are likely to limit, our ability to pay dividends on our common stock, we presently intend to retain future earnings, if any, for use in our business and have no present intention to pay cash dividends on our common stock.

Recent Sales of Unregistered Securities

In January 2013, our Board of Directors authorized the grant of an aggregate of 900,000 non-statutory stock options under our 2012 Equity Incentive Plan to four persons, including our two executive officers, to purchase up to an aggregate of 900,000 shares of our common stock. 300,000 of these options were cancelled on March 10, 2014. All of these options are exercisable for a period of ten years at an exercise price of $0.50 per share.

In February 2013, our Board of Directors authorized the grant of an aggregate of 350,000 stock options under our 2012 Equity Incentive Plan to nine persons to purchase up to an aggregate of 350,000 shares of our common stock. All of these options are exercisable for a period of ten years at an exercise price of $0.50 per share.

In March 2013, we commenced a private placement offering of a maximum of 1,000,000 shares at a price of $1.00 per share. On March 7, 2013 we closed on the sale of 250,000 shares ($250,000) and in May 2013 we closed on the sale of 100,000 shares ($100,000).

On March 5, 2013, we issued 25,000 shares of our common stock in connection with a Corporate Advisory and Investor Relations Agreement.

In March 2013, we issued 50,000 stock options under our 2012 Equity Incentive Plan to a consultant to purchase up to 50,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

In April 2013, we issued 50,000 non-statutory stock options under our 2012 Equity Incentive Plan to our chief financial officer to purchase up to 50,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

On April 1, 2013, we issued non-statutory stock options under our 2012 Equity Incentive Plan to a consultant to purchase up to 50,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share. During 2013 all 50,000 of these options were cancelled.

During May 2013, we commenced an offering of a maximum of 750,000 shares of our common stock at a price of $1.00 per share. In June 2013 we closed on the sale of 100,000 shares ($100,000). In August 2013 we closed on the sale of 250,000 shares ($250,000).

In October 2013, we sold 125,000 shares ($125,000) of our common stock at a price of $1.00 per share.

During May 2013, we issued non-statutory stock options under our 2012 Equity Incentive Plan to a consultant to purchase up to 5,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

On July 1, 2013, we issued 25,000 non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 25,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

During September 2013, we issued 25,000 non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 25,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

On January 1, 2014, we issued an aggregate of 177,500 ten-year non-qualified stock options to five consultants/advisors with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years.

In January 2014, we issued an aggregate of 200,000 shares of our restricted common stock to two persons at a price of $1.00 per share.

On January 28, 2014, we issued an aggregate of 850,000 shares of our restricted common stock to our three executive officers, Gannon Giguiere (300,000 shares), Alan Johnson (300,000 shares) and Michael D. Rountree (250,000 shares).

On February 1, 2014, we issued 25,000 ten-year non-qualified stock options to a consultant/advisor with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years.

In connection with our execution of a February 2014 Service Provider Agreement with ChineseInvestors.com, Inc., we issued 3,884 shares of our restricted common stock.

In February 2014, we issued 75,000 shares of our restricted common stock to one person at a price of $1.00 per share.

In connection with March 10, 2014 amendments to our Employment Services Agreements with Gannon Giguiere and Alan Johnson and our March 10, 2014 entry into an Employment Services Agreement with Michael Rountree, we issued an aggregate of 2,800,000 shares of our restricted common stock.

In connection with our March 10, 2014 Consulting Agreement with Harrison Group, Inc., we issued 100,000 shares of our restricted common stock.

In connection with the appointments of Harrison Group, Inc., Vinay Jatwani and Darren Reinig to our Advisory Board effective March 10, 2014, we issued 250,000 ten-year warrants, each with an exercise price of $1.00 per share to each of the appointees or an aggregate of 750,000 warrants.

In March 2014, we issued 200,000 shares of our restricted common stock to Timothy Lyons, our Chief Technology Officer, in consideration of services rendered.

In March 2014, we issued an aggregate of 350,000 shares of our restricted common stock to three persons at a price of $1.00 per share.

In connection with our execution of a March 2014 Service Provider Agreement (the "Service Provider Agreement") with ChineseInvestors.com, Inc., we issued 40,000 shares of our restricted common stock to ChineseInvestors.com, Inc. We issued an additional 40,000 shares to ChineseInvestors.com, Inc. effective each of June 2014 and October 2014. The shares issued to ChineseInvestors.com pursuant to the Service Provider Agreement contain piggyback registration rights.

On March 1, 2014, we issued an aggregate of 850,000 ten-year non-qualified stock options with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years to our three executive officers, Gannon Giguiere (300,000 options), Alan Johnson (300,000 options) and Michael Rountree (250,000 options).

In March 2014, we sold an aggregate of 50,000 shares of our restricted common stock to two third parties at a price of $1.00 per share. The shares were issued in April 2014.

On April 30, 2014, we issued ten-year warrants to an Advisory Board Member to purchase 250,000 shares of our common stock at an exercise price of $1.00 per share.

In May 2014, we issued 100,000 shares of our restricted common stock to a consultant pursuant to an April 23, 2014 Consulting Agreement. The shares contain piggyback registration rights.

On May 12, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to three persons to purchase up to an aggregate of 55,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On May 19, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to one person to purchase up to 30,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably on a monthly basis over a period of four years.

On June 18, 2014, we sold an aggregate of 600,000 units to three persons (the "Purchasers") at a price of $1.00 per unit or an aggregate of $600,000. Each unit consists of one share of our common stock, par value $0.001 per share, and three common stock purchase warrants. Accordingly, in connection with the sale of 600,000 units, we issued an aggregate of 1,800,000 warrants. Each warrant is exercisable for the purchase of one share of our common stock for a period of eight years from issuance at an exercise price of $1.00 per share. Subject to customary exceptions, the warrants contain weighted average anti-dilution protection which provides for a downward adjustment in the warrant exercise price if, during the term of the warrants, we issue common stock or securities exchangeable or convertible into shares of our common stock at a price below the then exercise price of the warrants. Pursuant to the anti-dilution provision, as of March 31, 2015, the 1,800,000 warrants have become 2,554,609 warrants and the exercise price thereof has been reduced from $1.00 to $0.704609. Piggyback registration rights apply to the shares comprising part of the units and the shares issuable upon exercise of the warrants comprising part of the units.

On June 2, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to two people to purchase up to 60,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On June 30, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to one person to purchase up to 100,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On July 21, 2014, we issued 50,000 non-statutory stock options under our 2012 Equity incentive Plan with a ten-year term to one person. The options have an exercise price of $1.00 per share and vest ratably over a period of four years.

On August 1, 2014, we issued non-statutory stock options under our 2012 Equity Incentive Plan with a ten year term to one person to purchase up to 200,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a four year period.

On August 12, 2014, we issued 175,000 non-statutory stock options under our 2012 Equity incentive Plan with a ten-year term to one person. The options have an exercise price of $1.00 per share and vested upon issuance.

In November 2014, we issued 217,175 shares of our restricted common stock to a consultant pursuant to a November 1, 2014 Marketing and Consulting Agreement.

On December 15, 2014, we entered into a Securities Purchase Agreement with LG Capital Funding, LLC ("LG") pursuant to which LG purchased an 8% redeemable, convertible note from us in the principal amount of $110,000 due December 15, 2015. The note is convertible by LG, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock during the twenty trading days prior to conversion.

On December 15, 2014, JMJ Financial ("JMJ") purchased a redeemable, convertible note from us in the principal amount of $55,555 due December 15, 2016. The note is convertible by JMJ, at its option, any time after 180 days from the date of issuance at a conversion price equal to the lesser of $0.16 or 60% of the average of the two lowest trading prices during the twenty trading days prior to conversion.

On December 18, 2014, we entered into a Securities Purchase Agreement with KBM Worldwide, Inc. ("KBM") pursuant to which KBM purchased 9% redeemable convertible note from us in the principal amount of $64,000 due September 23, 2015. The note is convertible by KBM, at its option, any time after 180 days from the date of issuance at a conversion price equal to 58% of the average of the three lowest trading prices for our common stock during the ten trading days prior to conversion. On January 29, 2015, we entered into a second Securities Purchase Agreement with KBM pursuant to which KBM purchased an 8% redeemable convertible note in the principal amount of $48,000 due November 2, 2015. All of the other material terms of the January 29, 2015 note are identical to the terms of the original note.

On January 6, 2015, we entered into a Securities Purchase Agreement ("SPA") with FireRock Global Opportunities Fund L.P. ("FireRock"), pursuant to which we issued and sold to FireRock a convertible promissory note, dated January 6, 2015, in the principal amount of $137,500 (the "Initial Note"). In connection with the SPA, we also issued to FireRock 250,000 shares of our restricted common stock and a five-year warrant (the "Warrant"), dated January 6, 2015, to purchase 500,000 shares (the "Warrant Shares") of our common stock at an exercise price of $0.50 per share.

On January 23, 2015, we entered into a Note Purchase Agreement with Tangiers Investment Group, LLC ("Tangiers") pursuant to which Tangiers purchased a one-year 10% Convertible Promissory Note from us in the principal amount of $55,000 (the "Note"). The Note is convertible by Tangiers, at its option, any time after 180 days from the date of issuance at a conversion price equal to 52% of the lowest trading price for our common stock during the twenty trading days prior to conversion.

On January 23, 2015, we entered into a Securities Purchase Agreement with Adar Bays, LLC ("Adar") pursuant to which Adar purchased an 8% redeemable, convertible promissory note (the "Note") from us in the principal amount of $44,000 due January 23, 2016. The Note is convertible by Adar, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock during the twenty trading days prior to conversion.

In June 2014, we issued 85,714 shares of our common stock to Kodiak Capital Group, LC ("Kodiak") as a commitment fee under the July 23, 2014 Equity Purchase Agreement between us and Kodiak.

Effective February 2, 2015, we entered into Amendment No. 2 to the November 21, 2012 Employment Services Agreement, as amended on March 10, 2014, between us and Gannon Giguiere, our President, Secretary and Chairman. We issued 5,000,000 shares of our common stock and 2,000,000 stock options to Mr. Giguiere upon execution of the amendment.

Effective February 2, 2015, we entered into Amendment No. 2 to the November 21, 2012 Employment Services Agreement, as amended on March 10, 2014, between us and Alan Johnson, our Chief Corporate Development Officer. We issued 2,000,000 shares of our common stock and 1,000,000 stock options to Mr. Johnson upon execution of the amendment.

Effective February 2, 2015, we entered into Amendment No. 1 to the March 10, 2014 Employment Services Agreement between us and Michael Rountree, our Chief Financial Officer and Treasurer. We issued 2,000,000 shares of our common stock and 1,000,000 stock options to Mr. Rountree upon execution of the amendment.

On February 2, 2015, we entered into a one-year Consulting Agreement with JV Holdings, LLC ("JV") pursuant to which we issued 350,000 shares of our common stock to JV.

On February 2, 2015, we entered into Amendment No. 1 to our March 10, 2014 Consulting Agreement with Harrison Group, Inc. ("HG") pursuant to which we issued 1,500,000 shares of our common stock to HG.

On February 2, 2015, we entered into a one-year Consulting Agreement with Market Pulse Media, Inc. ("MP") pursuant to which we issued 1,300,000 shares of our common stock to MP.

Effective February 2, 2015, $351,000 in accrued salary due to Gannon Giguiere, our President, was converted into 5,014,286 shares of our common stock.

Effective February 2, 2015, $339,780 in accrued salary due to Alan Johnson, our Chief Corporate Development Officer, was converted into 4,853,571 shares of our common stock.

Effective February 2, 2015, $227,435 in accrued salary due to Michael Rountree, our Treasurer and Chief Financial Officer, was converted into 3,249,071 shares of our common stock.

Effective February 2, 2015, $160,981 in principal and interest due thereon with respect to certain loans made to us by Gannon Giguiere was converted into 2,299,729 shares of our common stock.

Effective February 2, 2015, $160,981 in principal and interest due thereon with respect to certain loans made to us Alan Johnson was converted into 2,299,729 shares of our common stock.

Effective February 2, 2015, $40,143 in principal and interest due thereon with respect to certain loans made to us by Michael Rountree was converted into 573,471 shares of our common stock.

Effective February 2, 2015, the 7 members of our Advisory Board were each issued a ten-year warrant to purchase 100,000 shares of our common stock at an exercise price of $0.10 per share resulting in the issuance of an aggregate of 700,000 warrants.

Effective February 2, 2015, 11 advisors/consultants of ours were each issued a ten-year warrant to purchase 100,000 shares of our common stock at an exercise price of $0.10 per share resulting in the issuance of an aggregate of 1,100,000 warrants.

Effective February 2, 2015, an aggregate of 6,950,000 ten-year non-statutory stock options to purchase an aggregate of 6,950,000 shares of our common stock at an exercise price of $0.10 per share were issued under our 2015 Equity Incentive Plan to 29 persons.

On March 3, 2015, we entered into a Securities Purchase Agreement with Union Capital, LLC ("Union") pursuant to which Union purchased an 8% redeemable, convertible note from us in the principal amount of $44,000 due March 3, 2016. The note is convertible by Union, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock for the twenty trading days prior to the date upon which Union provides us with a notice of conversion.

In February 2015, we issued 50,000 shares of our common stock to a consultant.

In March 2015, we issued an aggregate of 200,000 shares of our common stock to two consultants.

In March 2015, we sold 500,000 units to one person at a price of $0.05 per unit or an aggregate of $25,000. Each unit consists of one share of our common stock and one common stock purchase warrant, each of which warrants is exercisable for one share of our common stock at a price of $0.10 per share for a period of ten years from issuance. The shares comprising part of the units have yet to be issued.

On March 18, 2015, we entered into a Convertible Note Purchase Agreement with River North Equity, LLC ("River North") pursuant to which River North purchased a 9% redeemable, convertible note from us in the principal amount of $52,500. The note is convertible by River North at its option, any time after 180 days from the date of issuance at a conversion price equal to 60% of the lowest trading price for our common stock during the twenty trading days prior to the date upon which River North provides us with a notice of conversion.

On April 8, 2015, we entered into a Securities Purchase Agreement with Vires Group, Inc. ("VGI"), pursuant to which VGI purchased a 12% redeemable, convertible note from us in the principal amount of $38,000. The note is convertible by VGI, at its option, any time after 180 days from the date of issuance at a conversion price equal to 50% of the average of the three lowest trading prices for our common stock during the twenty-day trading period prior to the date on which VGI provides us with a conversion notice.

All of the foregoing issuances of securities were made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended for transactions by an issuer not involving a public offering, pursuant to Rule 506 of Regulation D, or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Equity Compensation Plan Information

On November 19, 2012, our Board of Directors and stockholders owning a majority of our outstanding shares (the "Majority Stockholders") adopted our 2012 Equity Incentive Plan. On July 1, 2013 our Board of Directors and Majority Stockholders amended our 2012 Equity Incentive Plan to increase the number of shares issuable thereunder to 7,500,000 shares of our common stock. If an incentive award granted under the 2012 Equity Incentive Plan expires, terminates, is unexercised or is forfeited, or if any shares are surrendered to us in connection with an incentive award, the shares subject to such award and the surrendered shares will become available for further awards under the 2012 Equity Incentive Plan.

Shares issued under the 2012 Equity Incentive Plan through the settlement, assumption or substitution of outstanding awards or obligations to grant future awards as a condition of acquiring another entity are not expected to reduce the maximum number of shares available under the 2012 Equity Incentive Plan. In addition, the number of shares of common stock subject to the 2012 Equity Incentive Plan and the number of shares and terms of any incentive award are expected to be adjusted in the event of any stock dividend, spin-off, split-up, stock split, reverse stock split, recapitalization, reclassification, merger, consolidation, liquidation, business combination or exchange of shares or similar transaction.

The following table provides information as of December 31, 2014, with respect to the shares of common stock that may be issued under our existing equity compensation plans:

Plan Category	*Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)*	*Weighted-average exercise price of outstanding options, warrants and rights (b)*	*Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)*
Equity compensation plans approved by security holders	2,583,744	$ 0.81	4,916,256
Equity compensation plans not approved by security holders	3,760,831	0.75	N/A
Total	6,344,575		4,916,256

2012 EIP Issuances

On November 27, 2012, we issued to employees non-statutory options under the 2012 Equity Incentive Plan to purchase up to an aggregate of 200,000 shares of our common stock or a period of ten years at an exercise price of $0.50 per share.

On January 2, 2013, we issued to employees/consultants non-statutory stock options under the 2012 Equity Incentive Plan to purchase up to an aggregate of 900,000 shares of our common stock for a period of ten years at an exercise price of $0.50 per share. Effective March 2014, 300,000 of those options were cancelled.

On February 1, 2013, we issued to employees/consultants non-statutory stock options under the 2012 Equity Incentive Plan to purchase up to an aggregate of 350,000 shares of our common stock for a period of ten years at an exercise price of $0.50 per share. 121,350 of those options were cancelled/forfeited in 2013, and an additional 28,650 options were cancelled/forfeited in 2014.

In April 2013, we issued to our chief financial officer non-statutory stock options under the 2012 Equity Incentive Plan to purchase up to 50,000 shares of our common stock for a period of ten years at the exercise price of $1.00 per share.

On April 1, 2013, we issued 50,000 non-statutory stock options under our 2012 Equity Incentive Plan to a consultant to purchase up to 50,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share. During 2013 all 50,000 of these options were cancelled.

During May 2013, we issued 5,000 non-statutory options under our 2012 Equity Incentive Plan to a consultant to purchase up to 5,000 shares of our common stock. The options are exercisable for a period of ten years at an exercise price of $1.00 per share.

On July 1, 2013, we issued 25,000 non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 25,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

During September 2013, we issued 25,000 non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 25,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

On January 1, 2014, we issued an aggregate of 177,500 ten-year non-qualified stock options to five consultants/advisors with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years.

On February 1, 2014, we issued 25,000 ten-year non-qualified stock options to a consultant/advisor with an exercise price of $1.00 per share under our 2012 Equity incentive Plan which vest ratably on a monthly basis over a period of three years.

On March 1, 2014, we issued an aggregate of 850,000 ten-year non-qualified stock options with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years to our three executive officers, Gannon Giguiere (300,000 options), Alan Johnson (300,000 options) and Michael Rountree (250,000 options).

On May 12, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to three employees to purchase up to an aggregate of 55,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On May 19, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 30,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably on a monthly basis over a period of four years.

On June 2, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to two employees to purchase up to 60,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On June 30, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to a consultant to purchase up to 100,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On July 21, 2014, we issued 50,000 non-statutory stock options under our 2012 Equity Incentive Plan with a ten-year term to an employee to purchase up to 50,000 shares of our common stock and have an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On August 1, 2014, we issued non-statutory stock options under our 2012 Equity Incentive Plan with a ten year term to an employee to purchase up to 200,000 shares of our common stock and have an exercise price of $1.00 per share. The options vest ratably over a four year period.

On August 12, 2014, we issued non-statutory stock options under our 2012 Equity Incentive Plan with a ten-year term to a consultant to purchase up to 175,000 shares of our common stock at an exercise price of $1.00 per share. The options vested upon issuance.

Since the inception of our 2012 Equity Incentive Plan, 167,183 options granted have been forfeited, 300,000 have been cancelled and 32,818 have expired.

2015 Equity Incentive Plan

On February 2, 2015, our board of directors approved our 2015 Equity Incentive Plan. Our shareholders have yet to approve the 2015 Equity Incentive Plan and unless they do so prior to February 2, 2016, we will not be able to issue incentive stock options under the 2015 Equity Incentive Plan. A total of 11,000,000 shares of our common stock are reserved for issuance under the 2015 Plan. If an incentive award granted under the 2015 Plan expires, terminates, is unexercised or is forfeited, or if any shares are surrendered to us in connection with an incentive award, the shares subject to such award and the surrendered shares will become available for further awards under the 2015 Plan. Shares issued under the 2015 Plan through the settlement, assumption or substitution of outstanding awards or obligations to grant future awards as a condition of acquiring another entity are not expected to reduce the maximum number of shares available under the 2015 Plan. In addition, the number of shares of common stock subject to the 2015 Plan and the number of shares and terms of any incentive award are subject to adjustment in the event of any stock dividend, spin-off, split-up, stock split, reverse stock split, recapitalization, reclassification, merger, consolidation, liquidation, business combination or exchange of shares or similar transaction.

The compensation committee of the Board, or the Board in the absence of such a committee, will administer the 2015 Plan and grants made thereunder. Subject to the terms of the 2015 Plan, the compensation committee has complete authority and discretion to determine the terms of awards under the 2015 Plan. Any officer or other employee of the Company or its affiliates, or an individual that the Company or an affiliate has engaged to become an officer or employee, or a consultant or advisor who provides services to the Company or its affiliates, including a non-employee director of the Board, is eligible to receive awards under the 2015 Plan.

The 2015 Plan authorizes the grant to eligible recipients of nonqualified stock options, incentive stock options, restricted stock awards, restricted stock units, performance grants intended to comply with Section 162(m) of the Internal Revenue Code of 1986, as amended and stock appreciation rights ("SARs") as described below:

- Options granted under the 2015 Plan entitle the grantee, upon exercise, to purchase a specified number of shares from us at a specified exercise price per share. The exercise price for shares of our common stock covered by an option cannot be less than the fair market value of our common stock on the date of grant unless agreed to otherwise at the time of the grant. Such awards may include vesting requirements.

- Restricted stock awards and restricted stock units may be awarded on terms and conditions established by our compensation committee, which may include performance conditions for restricted stock awards and the lapse of restrictions on the achievement of one or more performance goals for restricted stock units.

- The compensation committee may make performance grants, each of which will contain performance goals for the award, including the performance criteria, the target and maximum amounts payable, and other terms and conditions.

- Stock awards are permissible. The compensation committee will establish the number of shares of common stock to be awarded and the terms applicable to each award, including performance restrictions.

- SARs, entitle the participant to receive a distribution in an amount not to exceed the number of shares of common stock subject to the portion of the SAR exercised multiplied by the difference between the market price of a share of common stock on the date of exercise of the SAR and the market price of a share of common stock on the date of grant of the SAR.

Our Board of Directors or if then in place, the compensation committee of our Board of Directors, may amend, suspend or terminate the 2015 Plan without stockholder approval or ratification at any time or from time to time. No change may be made that increases the total number of shares of our common stock reserved for issuance under the 2015 Plan or reduces the minimum exercise price for options or exchange of options for other incentive awards. Unless sooner terminated, the 2015 Plan terminates ten years after the date on which it was adopted.

Effective February 2, 2015, an aggregate of 6,950,000 ten-year non-statutory stock options to purchase an aggregate of 6,950,000 shares of our common stock, vesting monthly and ratably over the 36 month period commencing upon issuance on the first day of each month during the vesting period with an initial vesting date of March 1, 2015 and a final vesting date of February 1, 2018 and an exercise price of $0.10 per share were issued under the 2015 Equity Incentive Plan to 29 employees of ours. The recipients included Gannon Giguiere, our President, who received 2,000,000 options, Alan Johnson, our Chief Corporate Development Officer who received 1,000,000 options, Michael Rountree, our Treasurer and Chief Financial Officer who received 1,000,000 options, and Jason Harvey, our Chief Executive Officer who received 750,000 options in his former capacity as Executive Vice President Product Development.

See "Executive Compensation" for information regarding individual equity compensation arrangements received by our executive officers pursuant to their employment agreements with us.

ITEM 6. SELECTED FINANCIAL DATA

Not applicable.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with our audited consolidated financial statements and the accompanying notes included elsewhere in this Annual Report on Form 10-K.

The following discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of various factors, including those discussed in "Risk Factors" and elsewhere in this annual report.

Results of Operations

Loss from Operations

We incurred a net loss of $23,381,550 for the year ended December 31, 2014, which was primarily attributable to stock-based compensation expenses in the amount of $19,523,914. For the year ended December 31, 2013, we incurred a net loss of $3,046,187, which was primarily attributable to stock-based compensation expenses in the amount of $2,009,910. We have not yet generated any revenues since inception to support our operating expenses.

Revenues

We generated no revenues during the period from November 29, 2010 (date of inception) through December 31, 2014.

Liquidity and Capital Resources

We expect that we will need additional capital to implement our strategies. Given the currently unsettled state of the capital markets and credit markets, there is no assurance that we will be able to raise the amount of capital that we seek for acquisitions or for future growth plans. Even if financing is available, it may not be on terms that are acceptable to us. In addition, we do not have any determined sources for any future funding. If we are unable to raise the necessary capital at the times we require such funding, we may have to materially change our business plan, including delaying implementation of aspects of our business plan or curtailing or abandoning our business plan. We represent a speculative investment and investors may lose all of their investment.

Since inception, we have been financed primarily by way of sales of our common stock and third party loans.

At December 31, 2014, cash was $2,957 and we had other current assets consisting of deposits of $15,196. At the same time, we had current liabilities of $2,210,205, which largely consisted of accounts payable of $400,323, accrued expenses of $924,372, related party notes of $555,250, and notes payable net of discount of $147,111, and derivative liabilities of $177,149.

At December 31, 2013, cash was $67,762 and we had a $5,000 deposit classified as a current asset. At the same time, we had current liabilities of $257,588, which consisted of accounts payable of $121,518 and accrued expenses of $136,070. We attribute our net loss from operations to having no revenues to sustain our operating costs as we are an early stage company.

Net Cash Used in Operating Activities

Net cash used in operating activities was $2,043,365 for the year ended December 31, 2014, as compared to $867,198 for the year ended December 31, 2013. The increase in cash used in operations was primarily due to increased general and administrative costs.

Net Cash Used in Investing Activities

During the year ended December 31, 2014, we used cash in investing activities of $501,690, as compared to $247,683 for the year ended December 31, 2013. Cash used in investing activities during the year ended December 31, 2014 was principally used for software development costs ($455,309) and for the acquisition of fixed assets ($36,185). Cash used in investing activities during the year ended December 31, 2013 was principally used for software development costs ($204,683) and for the acquisition of fixed assets ($38,000).

Net Cash Provided by Financing Activities

During the year ended December 31, 2014, we received $1, 575,000 in net cash from the sale of common stock and warrants as compared to $825,000 for the year ended December 31, 2013. During the year ended December 31, 2014, the Company also received related party loans of $802,607, of which $247,357 was repaid during 2014. In addition, during 2014, the Company received $205,000 in cash for the issuance of convertible notes. The Company also received cash of $145,000 in exchange for notes payable.

General

We will only commit to capital expenditures for any future projects requiring us to raise additional capital as and when adequate capital or new lines of finance are made available to us. There is no assurance that we will be able to obtain any financing or enter into any form of credit arrangement. Although we may be offered such financing, the terms may not be acceptable to us. If we are not able to secure financing or it is offered on unacceptable terms, then our business plan may have to be modified or curtailed or certain aspects terminated. There is no assurance that even with financing we will be able to achieve our goals.

Going Concern

The Company's financial statements have been prepared on a going concern basis which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. The Company has incurred losses since inception resulting in an accumulated deficit of $27,734,925 as of December 31, 2014 and further losses are anticipated in the development of its business raising substantial doubt about the Company's ability to continue as a going concern. The ability to continue as a going concern is dependent upon the Company generating profitable operations in the future and/or to obtain the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management intends to finance operating costs over the next twelve months with existing cash on hand and loans from directors and/or private placement of common stock. These financials do not include any adjustments relating to the recoverability and reclassification of recorded asset amounts, or amounts and classifications of liabilities that might result from this uncertainty.

Significant Accounting Policies

Use of Estimates and Assumptions

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company regularly evaluates estimates and assumptions related to the deferred income tax asset valuation allowances. The Company bases its estimates and assumptions on current facts, historical experience and various other factors that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources. The actual results experienced by the Company may differ materially and adversely from the Company's estimates. To the extent there are material differences between the estimates and the actual results, future results of operations will be affected.

Stock-based Compensation

We measure stock-based compensation cost at the grant date based on the fair value of the award and recognize it as expense, over the vesting or service period, as applicable, of the stock award using the straight-line method.

Recent Accounting Pronouncements

The Company has implemented all new accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and the Company does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations.

Off Balance Sheet Arrangements

None.

Contractual Obligations

Not applicable.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Our consolidated financial statements are included beginning immediately following the signature page to this report. See Item 15 for a list of the consolidated financial statements included herein.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rule 13a-15(e) and Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934 (the "Exchange Act"), that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of December 31, 2014. Based on the evaluation of these disclosure controls and procedures, and in light of the material weaknesses found in our internal controls over financial reporting, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were not effective.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the company's principal executive and principal financial officers and effected by the company's board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the company;

- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and

- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Because of the inherent limitations of internal control, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

As of December 31, 2014, management, including our Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting based on the criteria for effective internal control over financial reporting established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and SEC guidance on conducting such assessments. Based on that evaluation, we believe that, during the period covered by this report, such internal controls and procedures were not effective to detect the inappropriate application of US GAAP rules as more fully described below. This was due to deficiencies that existed in the design or operation of our internal controls over financial reporting that adversely affected our internal controls and that may be considered to be material weaknesses.

The matters involving internal controls and procedures that our management considered to be material weaknesses under the standards of the Public Company Accounting Oversight Board were: (1) lack of a functioning audit committee and a lack of independent directors on our board of directors, resulting in ineffective oversight in the establishment and monitoring of required internal controls and procedures; (2) inadequate segregation of duties consistent with control objectives; and (3) ineffective controls over period end financial disclosure and reporting processes. The aforementioned material weaknesses were identified by our Chief Executive Officer and Chief Financial Officer in connection with the review of our financial statements as of December 31, 2014.

Management believes that the material weaknesses set forth in items (2) and (3) above did not have an effect on our financial results. However, management believes that the lack of a functioning audit committee and the lack of independent directors on our board of directors results in ineffective oversight in the establishment and monitoring of required internal controls and procedures, which could result in a material misstatement in our financial statements in future periods.

Changes in Internal Control over Financial Reporting

There has been no change in our internal control over financial reporting identified in connection with our evaluation we conducted of the effectiveness of our internal control over financial reporting as of December 31, 2014, that occurred during our fourth quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management's Remediation Initiatives

In an effort to remediate the identified material weaknesses and other deficiencies and enhance our internal controls, we have initiated, or plan to initiate, the following series of measures:

Assuming we are able to secure additional working capital, we will create a position to segregate duties consistent with control objectives and will increase our personnel resources and technical accounting expertise within the accounting function when funds are available to us. We also plan to appoint one or more outside directors to our board of directors who shall be appointed to an audit committee resulting in a fully functioning audit committee which will undertake the oversight in the establishment and monitoring of required internal controls and procedures such as reviewing and approving estimates and assumptions made by management.

Management believes that the appointment of one or more independent directors, who shall be appointed to a fully functioning audit committee, will remedy the lack of a functioning audit committee and a lack of a majority of independent directors on our Board.

We anticipate that these initiatives will be implemented in conjunction with the growth of our business.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Executive Officers, Directors and Key Employees

Directors serve until the next annual meeting of the stockholders; until their successors are elected or appointed and qualified, or until their prior resignation or removal. Officers serve for such terms as determined by our board of directors. Each officer holds office until such officer's successor is elected or appointed and qualified or until such officer's earlier resignation or removal. No family relationships exist between any of our present directors and officers. The following table sets forth certain information as of April 8, 2015, with respect to our directors and executive officers.

Name	Position Held	Age	Date of Election or Appointment as Director
Gannon Giguiere	President, Secretary and Executive Chairman of the Board of Directors	42	November 21, 2012
Alan Johnson	Chief Corporate Development Officer and Director	41	November 21, 2012
Michael D. Rountree	Chief Financial Officer, Treasurer and Director	45	January 28, 2015

Name	Position Held	Age	Date of Election or Appointment as Director
Jason Harvey	Chief Executive Officer	45	N/A

Certain biographical information of our directors and officers is set forth below.

Gannon Giguiere, age 42, has served as our Chairman and Secretary since November 21, 2012 and as our President since July 1, 2014. He served as our Chief Executive Officer from November 21, 2012 until April 8, 2015..He has more than 19 years of technical, managerial and business experience. From December 8, 2014 through the present, he has served as Executive Chairman, Founder for Shop To Brands, Inc. a vertically focused e-commerce company of which sells product directly to consumers. From December 17, 2014, through the present, he has served as the Executive Chairman, Chief Executive Officer, President and Secretary for Separation Degrees - One, Inc., a company that develops multi-pronged marketing and e-commerce solutions for small to medium sized companies. From October 2007 to the present he has been a Member of Apex Wellness Group, LLC dba pHion Balance, a nutraceutical company. Mr. Giguiere served as President and Chief Executive Officer for Get Lower, Inc., an online lead generation company focused on consumer mortgage / real estate services, which he founded in January 2004 and operated through September 2007. From August 2001 through November 2003 he served as Senior Vice President for Move, Inc., a public company providing home mortgage and real estate services. From September 1997 through July 2001 he served as Senior Director, Search for Alta Vista, and General Manager, e-Commerce, for Alta Vista Shopping.com. In 1997, he formed Separation Degrees Media, Inc. to provide technical and new media consulting services. From June 1995 through June 1997 he worked for IAR, Inc., in a business development and marketing management capacity. From September 1993 through August 1994 he worked for Morgan Stanley Dean Witter in an analyst capacity. In 2008 Mr. Giguiere was forced to incur significant personal financial liability from a family tragedy, which was non-business related and as a result filed for federal bankruptcy protection. This matter was discharged in 2011. Mr. Giguiere holds a degree in Business Administration from the University of Southern California.

Alan Johnson, age 41, has served as a Director since November 21, 2012. He served as our President from November 21, 2012 through July 1, 2014 and has served as our Chief Corporate Development Officer since July 1, 2014. He has more than 15 years of entrepreneurial business experience. From January 2008 through the present he has worked as the director for marketing and branding initiatives at Global Augmentative Communication Innovators, a socially focused company formed to create global awareness for special needs children. From 1998 through September 2007 he worked for Casa Palmera as a federally licensed hospital administrator. Casa Palmera is an addiction treatment center specializing in eating disorders and pain management. He oversaw all operations which included their technology, search engine optimization, and development of online advertising campaigns. Since November 2005, Mr. Johnson has served as a Board Member for the Andrei Foundation, a foundation devoted to degenerative eye diseases. He is also a founding member of Generation Conservation, a subsidiary of Conservation International, an organization dedicated to the preservation of a stable climate, fresh water, healthy oceans, and reliable food sources throughout the world. Mr. Johnson graduated from the University of Southern California in 1995 with a degree in Business Administration.

Michael D. Rountree, age 45, has served as our Chief Financial Officer since April 1, 2013 and as our Treasurer since December 31, 2013. He has served as a Director since January 28, 2015. From December 17, 2014, through the present he has served as the Chief Financial Officer and Treasurer for Separation Degrees – One, Inc., a company that intends to engage in developing multi-pronged marketing and e-commerce solutions for small to medium sized companies. From December 2014 through the present, he has served as the Chief Financial Officer for Shop To Brands, Inc., a highly specialized, vertically focused e-commerce company. Mr. Rountree is a certified public accountant as well as a business and financial manager and advisor. He is the President of Rountree Consulting, a company which he founded in August 1997. Rountree Consulting provides financial, strategy, and business consulting services to clients with the goal of increasing sales and growing revenues, while also actively managing and lowering excess expenses and operational inefficiencies. Prior to forming Rountree Consulting, Mr. Rountree spent 3 years with Deloitte and Touche and Price Waterhouse working on multi-state tax and financial accounting engagements for large Fortune 500 and Global 2000 clients. Mr. Rountree also spent 3 years at the State of California Franchise Tax Board. His initial work was with the traditional corporate and individual audit group, but he was quickly promoted to the forensics audit practice where he handled complex financial, tax and audit engagements. Mr. Rountree holds a BS degree with an emphasis in Accountancy from C.S.U Long Beach and a Masters in Business Taxation from the Leventhal School of Accounting at the University Southern of California.

Jason Harvey, age 45, has served as our Chief Executive Officer since April 8, 2015. From October 15, 2014 to April 8, 2015, Mr. Harvey served as our Executive Vice President, Product Development. He has also currently serves as Entrepreneur in Residence for Separation Degrees – One, Inc., a Delaware corporation formed to provide interactive marketing and eCommerce solutions for small to medium sized companies ("Separation Degrees"). From October 2013 to August 2014, Jason was the VP of Marketing, leading branding, lead generation and marketing optimization for Prolifics, an end-to-end IT solutions company. From July 2008 to March 2014, he was a strategic advisor to Mobile-XL, a California-based mobile technology company that provided smartphone-like access to feature phones in Asia and Africa. From October 2009 to October 2013, Jason lead corporate and product marketing for AT&T Interactive, focusing on the development, awareness and lead generation of a local advertising network. From 2007 to 2009, Jason co-founded a digital music discovery company called eightbox, which launched as one of the first Facebook music discovery applications. From August 2008 to March 2009, Jason was the VP of Programming Strategy for ActiveVideo Networks where he lead business strategy for their connected devices business unit. From May 2006 to July 2008, Jason worked at Google where he directed business planning, marketing strategy and sales management for Google's digital advertising business in Latin America. From June 2005 to May 2006, he worked for The Vidal Partnership as the Group Account Director and General Manager of the Los Angeles office of this leading Hispanic advertising agency. From August 1998 to June 2005, Jason worked for Ford Motor Company where he held and was promoted through various positions of executive leadership. Jason holds a B.S. in Business from the University of Southern California, and earned his MBA from the Anderson School of Management at UCLA.

Employment Agreements

Effective upon the November 21, 2012 closing of the Asset Purchase Agreement, we entered into 3-year employment agreements with each of Gannon Giguiere and Alan Johnson under which Mr. Giguiere is serving as our President and Secretary and Mr. Johnson is serving as our Chief Corporate Development Officer. From November 21, 2012 through February 27, 2015, Mr. Giguiere served as our Chief Executive Officer under his employment agreement with us. From November 21, 2012 through July 1, 2014, Mr. Johnson served as our President under his employment agreement with us. Except for job titles and related responsibilities, the employment agreements are identical in all material respects. The employment agreements will be automatically renewed at the end of each term unless we or the employee give the other written notice at least 30 days prior to the end of the term or the applicable renewal term, as the case may be. Prior to the February 2, 2015 employment agreement amendments, Messrs. Giguiere and Johnson were each entitled to receive a base annual salary of $180,000 and were each entitled to receive an annual bonus equal to up to 100% of the base annual salary upon our achieving milestones to be determined by our Board of Directors. In connection therewith, on January 31, 2015, we accrued bonuses to each of Messrs. Giguiere ($137,250) and Johnson ($114,750) representing the equivalent of 76.25% and 63.75% of their salaries, respectively, for 2014. Each of Messrs. Giguiere and Johnson were awarded 100,000 stock options under our 2012 Equity Incentive Plan at closing under the Asset Purchase Agreement, with a term of 10 years and an exercise price of $.50 per share. In January 2013, we issued 400,000 stock options under our 2012 Equity Incentive Plan to Mr. Giguiere and issued 100,000 stock options under our 2012 Equity Incentive Plan to Mr. Johnson, each of which options have a term of 10 years and an exercise price of $0.50 per share. The employment agreements also provide for paid vacation time, payment of customary health insurance and other benefits and expense reimbursement. The employment agreements also contain non-compete and non-solicitation provisions effective during the employment period and for 18 months thereafter in the case of the non-compete provision and for 6 months thereafter in the case of the non-solicitation provision unless the employee is terminated without cause or the employee terminates the agreement for good reason, in which case the non-compete and severance provisions are of no further force or effect.

In the event the employee is terminated for cause, or resigns without good reason, employee is entitled to receive all compensation, including bonus payments, accrued through the date of termination. In the event the employee is terminated without cause or resigns for good reason, employee is entitled or will be entitled to receive all compensation, including bonus payments, accrued through the date of termination together with all compensation, including bonus payments, earned through the severance period which is defined as a period of 18 months from termination if more than 18 months remain on the term of the employment agreement at the time of termination or as a period of 12 months from termination, if less than 18 months remain on the term of the employment agreement at the time of termination.

On March 10, 2014, we entered into Amendment No. 1 (the "Amendment") to the November 21, 2012 Employment Services Agreement between us and Gannon Giguiere. The Amendment revised the renewal periods under the Employment Services Agreement from one to three years, clarified the provision under which we can issue bonuses to Mr. Giguiere and provided for the issuance of 1,300,000 shares of our common stock to Mr. Giguiere upon execution of the Amendment. It also provided for the cancellation of the 300,000, ten-year, non-statutory stock options with an exercise price of $0.50 per share which had been issued to Mr. Giguiere in January 2013.

Effective February 2, 2015, we entered into Amendment No. 2 ("Amendment No. 2") to the November 21, 2012 Employment Services Agreement, as amended on March 10, 2014, between us and Gannon Giguiere. Amendment No. 2 reduced Mr. Giguiere's base annual salary from $180,000 to $1, clarified the provision under which we can issue bonuses to Mr. Giguiere, and provided for the issuance of 5,000,000 shares (the "Shares") of our common stock and 2,000,000 stock options to Mr. Giguiere upon execution of Amendment No. 2. The stock options were issued under our 2015 Equity Incentive Plan as non-statutory stock options. They have a ten-year term and are exercisable for the purchase of 2,000,000 shares of our common stock at a price of $0.10 per share. They vest monthly and ratably over the 36 month period commencing upon issuance. Mr. Giguiere was granted piggyback registration rights with respect to the 5,000,000 Shares.

On March 10, 2014, we entered into Amendment No. 1 to the November 21, 2012 Employment Services Agreement between us and Alan Johnson, our Chief Corporate Development Officer. The amendment revised the renewal periods under the Employment Services Agreement from one to three years, clarified the provision under which we can issue bonuses to Mr. Johnson and provided for the issuance of 1,000,000 shares of our common stock to Mr. Johnson upon execution of the Amendment.

Effective February 2, 2015, we entered into Amendment No. 2 to the November 21, 2012 Employment Services Agreement, as amended on March 10, 2014, between us and Alan Johnson. Amendment No. 2 reduced Mr. Johnson's base annual salary from $180,000 to $1, clarified the provision under which we can issue bonuses to Mr. Johnson, and provided for the issuance of 2,000,000 shares (the "Shares") of our common stock and 1,000,000 stock options to Mr. Johnson upon execution of Amendment No. 2. The stock options were issued under our 2015 Equity Incentive Plan as non-statutory stock options. They have a ten-year term and are exercisable for the purchase of 1,000,000 shares of our common stock at a price of $0.10 per share. They vest monthly and ratably over the 36 month period commencing upon issuance. Mr. Johnson was granted piggyback registration rights with respect to the 2,000,000 Shares.

On March 10, 2014, we entered into a 3-year employment agreement with Michael D. Rountree, our Chief Financial Officer and Treasurer. The employment agreement will be automatically renewed for successive periods of three years at the end of each term unless we or the employee give the other written notice at least 30 days prior to the end of the term or the applicable renewal term, as the case may be. The employment agreement provided for the issuance of 500,000 shares of our common stock to Mr. Rountree upon execution of the agreement. Prior to the February 2, 2015 employment agreement amendment, Mr. Rountree was also to receive a base annual salary of $150,000 and was entitled to receive an annual bonus equal to up to 100% of the base annual salary upon our achieving milestones to be determined by our Board of Directors. In connection therewith, on January 31, 2015, we accrued a bonus to Mr. Rountree in the amount of $105,000 representing the equivalent of 70% of his salary for 2014. The employment agreement also provides for paid vacation time, payment of customary health insurance and other benefits and expense reimbursement. The employment agreement also contains a non-compete and non-solicitation provision effective during the employment period and for 18 months thereafter in the case of the non-compete provision and for 6 months thereafter in the case of the non-solicitation provision unless Mr. Rountree is terminated without cause or Mr. Rountree terminates the agreement for good reason, in which case the non-compete provision is of no further force or effect.

In the event Mr. Rountree is terminated for cause, or resigns without good reason, Mr. Rountree is entitled to receive all compensation, including bonus payments, accrued through the date of termination. In the event Mr. Rountree is terminated without cause or resigns for good reason, Mr. Rountree will be entitled to receive all compensation, including bonus payments, accrued through the date of termination together with all compensation, including bonus payments, earned through the severance period which is defined as a period of 18 months from termination if more than 18 months remain on the term of the employment agreement at the time of termination or as a period of 12 months from termination, if less than 18 months remain on the term of the employment agreement at the time of termination.

Effective February 2, 2015, we entered into Amendment No. 1 (“Amendment No. 1”) to the March 10, 2014 Employment Services Agreement between us and Michael D. Rountree. Amendment No. 1 reduced Mr. Rountree’s base annual salary from $180,000 to $1, clarified the provision under which we can issue bonuses to Mr. Rountree and provided for the issuance of 2,000,000 shares of our common stock and 1,000,000 stock options to Mr. Rountree upon execution of the Amendment. The stock options were issued under our 2015 Equity Incentive Plan as non-statutory stock options. They have a ten-year term and are exercisable for the purchase of 1,000,000 shares of our common stock at a price of $0.10 per share. They vest monthly and ratably over the 36 month period commencing upon issuance. Mr. Rountree was granted piggyback registration rights with respect to the 2,000,000 shares.

Effective February 27, 2015, we further amended our employment agreements with Messrs. Giguiere, Johnson and Rountree to clarify that they can devote a reasonable amount of time to civic, community or charitable activities and may serve as investors, employees, directors and/or executive officers of other corporations or entities provided that any such other corporation or entity is not a competitor of ours and that their responsibilities with respect thereto do not conflict with or interfere with the faithful performance of their duties to us.

On March 1, 2014, we issued an aggregate of 850,000 ten-year non-qualified stock options with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years to our three executive officers, Gannon Giguiere (300,000 options), Alan Johnson (300,000 options) and Michael Rountree (250,000 options).

On January 28, 2014, we issued an aggregate of 850,000 shares of our restricted common stock to our three executive officers, Gannon Giguiere (300,000 shares), Alan Johnson (300,000 shares) and Michael D. Rountree (250,000 shares).

On April 8, 2015, Jason Harvey was appointed as our Chief Executive Officer. We have yet to enter into a written employment agreement with him but expect to do so in the near future. We have agreed to pay him an annual base salary of $175,000 and to make a restricted stock grant to him of 2,250,000 shares of our common stock. Mr. Harvey will also be entitled to receive performance based bonuses and other benefits to be determined.

Board Committees

We do not have a standing audit committee, an audit committee financial expert, or any committee or person performing a similar function. We do not have any board committees including a nominating, compensation, or executive committee. We currently have no operating revenues. Presently, we have no independent directors. Management does not believe that it would be in our best interests at this time to retain independent directors to sit on an audit committee or any other committee. If we are able to grow our business and increase our operations in the future, then we will likely seek out and retain independent directors and form audit, compensation, and other applicable committees. Further, we do not have a policy with regard to the consideration of any director candidates recommended by security holders. Our two directors perform all functions that would otherwise be performed by committees.

Board of Directors and Board Compensation

All of our three directors also serve as employees. We do not presently pay our directors for their services as such. Our directors receive compensation in their employee capacities.

Corporate Governance

Leadership Structure

Our Board has 3 members as follows: Mr. Gannon Giguiere, Mr. Alan Johnson, and Mr. Michael Rountree. We have designated Gannon Giguiere as our Chairman.

Mr. Giguiere has served as our Secretary and Chairman since November 21, 2012 and served as our Chief Financial Officer, on an interim basis, from March 1, 2013 until April 1, 2013. He has also served as our President since July 1, 2014. He served as our Chief Executive Officer from November 21, 2012 until April 8, 2015. Mr. Giguiere devotes the amount of time to us as is required to perform his duties as an executive officer and director.

Mr. Johnson has served as a Director since November 21, 2012 and served as our President from November 21, 2012 until July 1, 2014. Since July 1, 2014 he has served as our Chief Corporate Development Officer. Mr. Johnson devotes the amount of time to us as is required to perform his duties as an executive officer and director.

Mr. Rountree has served as a Director since January 28, 2015. He has served as our Chief Financial Officer since April 1, 2013 and as our Treasurer since December 3, 2013. Mr. Rountree devotes the amount of time to us as is required to perform his duties as an executive officer and director.

We are a small, start-up company. Two of our directors also serve as executive officers. Our other director serves as our Chief Corporate Development Officer. Our board members have complementary skills, enabling us to operate in a cost and time effective manner, closely managing our assets. Our Board regularly reviews this structure for optimum fit as our plans progress. We believe that our present management structure is appropriate for a company of our size and state of development.

Our board is actively involved in our risk oversight function and collectively undertakes risk oversight as part of our monthly management meetings. This review of our risk tolerances includes, but is not limited to, financial, legal and operational risks and other risks concerning our reputation and ethical standards.

Given our size, we do not have a nominating committee or a diversity policy. Our entire board monitors and assesses the need for and qualifications of additional directors. We may adopt a diversity policy in the future in connection with our anticipated growth.

Advisory Board

On December 3, 2012, we established an advisory board to provide us with financial, technical and general business advice and appointed Bruce Hallet, Robert Holmer, Patrick Whelan and Alan Knepper as members thereof.

Bruce Hallett is a co-founder of Miramar Venture Partners and brings his enthusiasm for innovation, product strategy and team building to Miramar's portfolio of tech start-up companies. With over two decades of collaborations with technology entrepreneurs, Bruce leads Miramar investments in mobile Internet solutions and software.

Bob Holmen is a co-founder of Miramar Venture Partners. Bob has spent his career building technology companies in diverse roles, from hardware and software engineering, to senior management, to venture investor. Bob leads Miramar investments in advanced technology projects focused on his Southern California roots.

Patrick Whelan is President of Declan, LTD. an investment and consulting company. Pat has over two decades of large-scale operational, financial and executive leadership experience both in publicly traded and privately held companies, bringing a very global perspective to Sr. Management teams.

Allan Knepper is currently COO of Emerging Market Access Group where his responsibilities include operational and strategy analysis. He spent 30+ years at Dunavant Enterprises, Inc. where he was an operations, finance and technology officer.

On March 10, 2014, we appointed Harrison Group, Inc., Vinay Jatwani and Darren Reinig to the Advisory Board.

Harrison Group, Inc. is a business strategy and corporate advisory firm with more than 20 years of business and financial experience representing both domestic and international clientele. It provides active operational assistance and corporate finance advisory services to clients with emphases on developing and executing a company's go-to-market vision and strategy, leading corporate restructurings and recapitalizations, and structuring mergers, acquisitions, and divestitures. Harrison Group's broad operational and consulting experience includes the following sectors: retail, consumer products, manufacturing, technology, and oil and gas. Past engagement activities include capital placement, business/product strategy, revenue enhancement, cost management, marketing, operational improvement, and mergers and acquisitions. Harrison Group is focused on delivering measurable results to its clients via hands-on participation coupled with strategic thinking.

Vinay Jatwani currently serves as CEO and Founder of Jigsaw Partners Inc. ("Jigsaw"), a business development organization offering a full range of tailored marketing, technology and financial solutions. Jigsaw currently services clients in a variety of verticals including finance, fitness and consumer products. Mr. Jatwani has a keen understanding of advertising and marketing strategies and brings knowledge and direction to new media technologies. Prior to Jigsaw, Mr. Jatwani served as CEO/Co Founder of Broadspring Inc. a successful digital marketing corporation with an emphasis in Native advertising. Mr. Jatwani is also an active entrepreneur and investor in mobile/internet related ventures.

Darren Reinig is a co-founder of Delphi Private Advisors ("Delphi") a financial investment advisory and wealth management firm founded in 2009, which serves the needs of high net worth individuals, other individuals, pension and profit sharing plans and charitable organizations. He serves as Delphi's Chief Investment Officer and heads Delphi's Investment Committee. Prior to founding Delphi, Mr. Reinig worked for a global institutional investment management firm which provided services to family offices, high net worth individuals and institutions. Mr. Reinig resigned as a member of our advisory board on January 14, 2015. In connection with such resignation, warrants issued by us to Mr. Reinig on March 10, 2014, for the purchase of 250,000 shares of our common stock at an exercise price of $1.00 per share were cancelled.

On April 30, 2014, we appointed Aloysius M. Mocek to the Advisory Board. Mr. Mocek is a successful business entrepreneur. He co-founded Connectronics Corporation in 1988, to design and manufacture specialized connectors and interconnection systems for a variety of industries. In 2004, Connectronics Corporation was acquired by Heico Electronic Technologies Corp.

Director Independence

Our board of directors consists of Gannon Giguiere, Alan Johnson, and Michael Rountree, none of whom can be deemed to be independent. Our securities are quoted on the OTC Markets which does not have any director independence requirements.

Involvement in Certain Legal Proceedings

Except as otherwise disclosed in this prospectus, our directors and executive officers have not been involved in any of the following events during the past ten years:

1. any bankruptcy petition filed by or against such person or any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time;

2. any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);

3. being subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities or banking activities;

4. being found by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;

5. being the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of: (i) any federal or state securities or commodities law or regulation; or (ii) any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease- and-desist order, or removal or prohibition order; or (iii) any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

6. being the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Securities Exchange Act of 1934), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Compliance with Section 16(a) of the Exchange Act

Section 16(a) of the Exchange Act requires our directors, officers and persons who own more than 10% of a registered class of our equity securities to file reports of ownership and changes in ownership with the Securities and Exchange Commission. Directors, officers and greater than 10% stockholders are required by SEC regulations to furnish us with copies of all Section 16(a) forms they file. Based solely upon our review of the copies of such forms that we received with respect to the year ended December 31, 2014, we believe that each person who at any time during the year was a director, officer or beneficial owner of more than 10% of our Common Stock satisfied their Section 16(a) filing requirements, although certain reports were filed on a late basis.

Code of Ethics

In November 2012, we adopted a Code of Ethics that applies to our executive officers. A copy of our Code of Ethics will be provided to any person requesting same without charge. To request a copy of our Code of Ethics, please make written request to our President c/o Eventure Interactive, Inc. at 3420 Bristol Street, 6th Floor, Costa Mesa, CA 92626.

ITEM 11. EXECUTIVE COMPENSATION

The following table sets forth information concerning the total compensation paid or accrued by us during the two years ended December 31, 2014 and 2013 to (i) all individuals that served as our principal executive officer ("PEO") or acted in a similar capacity for us at any time during the year ended December 31, 2014; (ii) our two most highly compensated executive officers other than our PEO, that were serving as executive officers of ours at December 31, 2014 and that received annual compensation during the year ended December 31, 2014 in excess of $100,000; and (iii) our two most high compensated executive officers that received annual compensation during the year ended December 31, 2014 in excess of $100,000 that did not serve as our PEO during the year ended December 31, 2014 and that were not serving as executive officers of ours at December 31,2014.

Summary Compensation Table

Name and Principal Position	*Year*	*Salary ($)*	*Bonus ($)*	*Stock Awards ($)*	*Option / Warrant Awards ($)*	*Non-Equity Incentive Plan Compensation ($)*	*Non-qualified Deferred Compensation Earnings ($)*	*All Other Compensation ($)*	*Total ($)*
Gannon Giguiere	2014	$ 180,000	137,250	1,300,000	$ 887,863	0	0	0	$ 2,505,113
Chief Executive Officer,	2013	$ 146,250	0	0	$ 706,038	0	0	0	$ 852,288
Secretary and Chairman of the Board [1]									
Alan Johnson	2014	$ 180,000	114,750	1,300,000	$ 887,863	0	0	0	$ 2,482,613
President and Director [2]	2013	$ 146,250	0	0	$ 176,509	0	0	0	$ 322,759
Michael Rountree	2014	$ 127,935	105,000	750,000	$ 739,885	0	0	0	$ 1,722,820
Chief Financial Officer and Treasurer	2013	$ 20,750	0	0	$ 148,745	0	0		$ 169,495

(1) Gannon Giguiere served as our Chief Executive Officer from November 21, 2012 until April 8, 2015.

(2) Alan Johnson served as our President from November 21, 2012 through July 1, 2014 and has served as our Chief Corporate Development Officer since July 1, 2014.

(3) Michael Rountree has served as our Chief Financial Officer since April 1, 2013 and as our Treasurer since December 31, 2013.

Grants of Plan-Based Awards

As of December 31, 2014, we have not issued any stock options or maintained any stock option or other incentive plans other than our 2012 Equity Incentive Plan. (See "Part II, Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities – Equity Compensation Plan Information). Subsequent to December 31, 2014, we created our 2015 Equity Incentive Plan and in February 2015 issued stock options thereunder.

The following tables set forth information regarding stock option and other awards granted to our Named Executive Officers during the year ended December 31, 2014.

			Option Awards		Stock Awards	
Name	Grant Date	Approval Date	Number of Securities Underlying Options	Exercise or Basic Price of Option Awards ($/Sh)	Number of Shares or Units of Stock	Grant Date Fair Value of Stock and Options Awards ($)
Gannon Giguiere	3/1/2014	3/1/2014	300,000	$ 1.00	N/A	$ 887,863
Alan Johnson	3/1/2014	3/1/2014	300,000	$ 1.00	N/A	$ 887,863
Michael Rountree	3/1/2014	3/1/2014	250,000	$ 1.00	N/A	$ 739,885

Outstanding Equity Awards at Year End

The following tables set forth information regarding stock options held by our Named Executive Officers at December 31, 2014.

	Option Awards				
Name	Grant Date	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price ($/Sh)	Option Expiration Date
Gannon Giguiere	11/27/2012	70,837	29,163	0.50	11/27/22
Alan Johnson	11/27/2012	70,837	29,163	0.50	11/27/22
Gannon Giguiere	1/2/2013	100,000	-	0.50	1/2/23
Alan Johnson	1/2/2013	100,000	-	0.50	1/2/23
Gannon Giguiere	3/1/2014	58,331	241,669	1.00	3/1/24
Alan Johnson	3/1/2014	58,331	241,669	1.00	3/1/24
Michael Rountree	3/1/2014	48,608	241,669	1.00	3/1/24

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth information with respect to the beneficial ownership of our common stock known by us as of April 1, 2015 by:

- each person or entity known by us to be the beneficial owner of more than 5% of our common stock;
- each of our directors;
- each of our executive officers; and
- all of our directors and executive officers as a group.

The percentages in the table have been calculated on the basis of treating as outstanding for a particular person, all shares of our common stock outstanding on such date and all shares of our common stock issuable to such holder in the event of exercise of outstanding options, warrants, rights or conversion privileges owned by such person at said date which are exercisable within 60 days of April 1, 2015. Unless otherwise indicated below each person’s address is c/o Eventure Interactive, Inc., 3420 Bristol Street, 6th Floor, Costa Mesa, CA 92626. Except as otherwise indicated, the persons listed below have sole voting and investment power with respect to all shares of our common stock owned by them, except to the extent such power may be shared with a spouse.

Name and Address of Beneficial Owner	Title of Class	Amount and Nature of Beneficial Ownership [1]	Percentage of Class [2]
Gannon Giguiere	Common Stock	21,166,144 shares, direct [3]	34.16%
Alan Johnson	Common Stock	17,594,617 shares, direct [4]	28.39%
Michael D. Rountree	Common Stock	6,837,810 shares, direct [5]	11.03%
Jason Harvey	Common Stock	83,332 shares, direct [6]	0.13%
All directors and executive officers as a group (4 persons)		45,682,202 shares, direct [7]	73.72%

(1) As used herein, the term beneficial ownership with respect to a security is defined by Rule 13d-3 under the Securities Exchange Act of 1934 as consisting of sole or shared voting power (including the power to vote or direct the vote) and/or sole or shared investment power (including the power to dispose or direct the disposition of) with respect to the security through any contract, arrangement, understanding, relationship or otherwise, including a right to acquire such power(s) within 60 days of April 1, 2015. Unless otherwise noted, beneficial ownership consists of sole ownership, voting and investment rights.

(2) There were 61,466,431 shares of common stock issued and outstanding on April 1, 2015.

(3) Includes 536,804 presently exercisable stock options or stock options exercisable within 60 days of April 1, 2015. Excludes 1,963,197 shares issuable upon exercise of stock options not exercisable within 60 days of April 1, 2015.

(4) Includes 425,692 shares issuable upon the exercise of presently exercisable stock options and stock options exercisable within 60 days of April 1, 2015. Excludes 1,074,309 shares issuable upon exercise of stock options not exercisable within 60 days of April 1, 2015.

(5) Includes 265,268 shares issuable upon the exercise of presently exercisable stock options and stock options exercisable within 60 days of April 1, 2015. Excludes 1,034,732 shares issuable upon exercise of stock options not exercisable within 60 days of April 1, 2015.

(6) Includes 83,332 shares issuable upon the exercise of presently exercisable stock options and stock options exercisable within 60 days of April 1, 2015. Excludes 666,668 shares issuable upon exercise of stock options not exercisable within 60 days of April 1, 2015.

(7) Includes 1,311,095 shares issuable upon the exercise of presently exercisable stock options and stock options exercisable within 60 days of April 1, 2015. Excludes 4,738,905 shares issuable upon exercise of stock options not exercisable within 60 days of April 1, 2015.

Securities Authorized for Issuance Under Equity Compensation Plans

On November 27, 2012, we issued to employees non-statutory options under the 2012 Equity Incentive Plan to purchase up to an aggregate of 200,000 shares of our common stock or a period of ten years at an exercise price of $0.50 per share.

On January 2, 2013, we issued to employees/consultants non-statutory stock options under the 2012 Equity Incentive Plan to purchase up to an aggregate of 900,000 shares of our common stock for a period of ten years at an exercise price of $0.50 per share. Effective March 2014, 300,000 of those options were cancelled.

On February 1, 2013, we issued to employees/consultants non-statutory stock options under the 2012 Equity Incentive Plan to purchase up to an aggregate of 350,000 shares of our common stock for a period of ten years at an exercise price of $0.50 per share. 121,350 of those options were cancelled/forfeited in 2013, and an additional 28,650 options were cancelled/forfeited in 2014.

In April 2013, we issued to our chief financial officer non-statutory stock options under the 2012 Equity Incentive Plan to purchase up to 50,000 shares of our common stock for a period of ten years at the exercise price of $1.00 per share.

On April 1, 2013, we issued 50,000 non-statutory stock options under our 2012 Equity Incentive Plan to a consultant to purchase up to 50,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share. During 2013 all 50,000 of these options were cancelled.

During May 2013, we issued 5,000 non-statutory options under our 2012 Equity Incentive Plan to a consultant to purchase up to 5,000 shares of our common stock. The options are exercisable for a period of ten years at an exercise price of $1.00 per share.

On July 1, 2013, we issued 25,000 non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 25,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

During September 2013, we issued 25,000 non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 25,000 shares of our common stock. These options are exercisable for a period of ten years at an exercise price of $1.00 per share.

On January 1, 2014, we issued an aggregate of 177,500 ten-year non-qualified stock options to five consultants/advisors with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years.

On February 1, 2014, we issued 25,000 ten-year non-qualified stock options to a consultant/advisor with an exercise price of $1.00 per share under our 2012 Equity incentive Plan which vest ratably on a monthly basis over a period of three years.

On March 1, 2014, we issued an aggregate of 850,000 ten-year non-qualified stock options with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years to our three executive officers, Gannon Giguiere (300,000 options), Alan Johnson (300,000 options) and Michael Rountree (250,000 options).

On March 1, 2014, we issued warrants to third parties for services to purchase 750,000 shares of our common stock granted with an exercise price of $1.00 per share.

On May 12, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to three employees to purchase up to an aggregate of 55,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On May 19, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to an employee to purchase up to 30,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably on a monthly basis over a period of four years.

On June 2, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to two employees to purchase up to 60,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On June 30, 2014, we issued ten year non-statutory stock options under our 2012 Equity Incentive Plan to a consultant to purchase up to 100,000 shares of our common stock at an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On July 21, 2014, we issued 50,000 non-statutory stock options under our 2012 Equity Incentive Plan with a ten-year term to an employee to purchase up to 50,000 shares of our common stock and have an exercise price of $1.00 per share. The options vest ratably over a period of four years.

On August 1, 2014, we issued non-statutory stock options under our 2012 Equity Incentive Plan with a ten year term to an employee to purchase up to 200,000 shares of our common stock and have an exercise price of $1.00 per share. The options vest ratably over a four year period.

On August 12, 2014, we issued non-statutory stock options under our 2012 Equity Incentive Plan with a ten-year term to a consultant to purchase up to 175,000 shares of our common stock at an exercise price of $1.00 per share. The options vested upon issuance.

Effective February 2, 2015, an aggregate of 6,950,000 ten-year non-statutory stock options to purchase an aggregate of 6,950,000 shares of our common stock, vesting monthly and ratably over the 36 month period commencing upon issuance on the first day of each month during the vesting period with an initial vesting date of March 1, 2015 and a final vesting date of February 1, 2018 and an exercise price of $0.10 per share were issued under the 2015 Equity Incentive Plan to 29 employees, consultants and advisors of ours.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Other than as disclosed below, there has been no transaction, since November 21, 2012, or currently proposed transaction, in which we were or are to be a participant and the amount involved exceeds the lesser of $120,000 or one percent of our total assets at year end for the last completed year, and in which any of the following persons had or will have a direct or indirect material interest:

(i) Any director or executive officer of our company;

(ii) Any person who beneficially owns, directly or indirectly, shares carrying more than 5% of the voting rights attached to our outstanding shares of common stock;

(iii) Any of our promoters and control persons; and

(iv) Any member of the immediate family (including spouse, parents, children, siblings and in- laws) of any of the foregoing persons.

In connection with the November 21, 2012 Asset Purchase Agreement, we issued an aggregate of 14,582,500 shares of our common stock to the Sellers and their assignees. The Sellers included two of our current executive officers (the officers were appointed in connection with the Asset Purchase Agreement), each of whom received 6,715,625 shares.

In November 2012, we issued 100,000 non-statutory stock options under our 2012 Equity Incentive Plan to each of our executive officers. The options have a term of ten years and are exercisable at a price of $0.50 per share.

In January 2013, we issued 400,000 non-statutory stock options to our then Chief Executive Officer and 100,000 non-statutory stock options to our President. The options have a term of ten years and an exercise price of $0.50 per share. On March 10, 2014, 300,000 of the options issued to our then Chief Executive Officer were cancelled.

Upon the November 21, 2012 close of the Asset Purchase Agreement, we entered into 3 year employment agreements with Gannon Giguiere and Alan Johnson. Each of these agreements was amended effective March 10, 2014, and further amended effective February 2, 2015

On March 10, 2014, we entered into a 3-year employment agreement with Michael Rountree which was amended effective February 2, 2015.

In conjunction with the November 21, 2012 Asset Purchase Agreement, we transferred all of our pre-Asset Purchase Agreement assets, excluding PPO proceeds, and all of our pre-Asset Purchase Agreement liabilities, to a newly formed wholly owned subsidiary, Charlie GPS Split Corp. ("Split-Off Subsidiary") and in connection therewith transferred all of the outstanding shares of capital stock of Split-Off Subsidiary to our pre-Asset Purchase Agreement principal stockholder in exchange for the surrender and cancellation of 8,000,000 shares of our common stock owned by such stockholder.

In April 2013, we issued 50,000 non statutory stock options to our Chief Financial Officer. The options have a term of ten years and an exercise price of $1.00 per share.

On January 28, 2014, we issued an aggregate of 850,000 shares of our restricted common stock to our three executive officers in consideration of services rendered. The issuance is in addition to compensation payable to such officers under their respective employment agreements. Each of Gannon Giguiere, our Chairman, former Chief Executive Officer, President, and Secretary, and Alan Johnson, our former President and current Chief Corporate Development Officer, received 300,000 shares. Michael D. Rountree, our Chief Financial Officer and Treasurer, received 250,000 shares.

On March 10, 2014, we issued an aggregate of 2,800,000 shares of our restricted common stock to our three executive officers in connection with (i) Amendment No. 1 dated as of March 1, 2014 (the "GG Amendment") to the November 21, 2012 Employment Services Agreement between us and Gannon Giguiere; (ii) Amendment No. 1 dated as of March 1, 2014 to the November 21, 2012 Employment Services Agreement between us and Alan Johnson; and (iii) the Employment Services Agreement dated as of March 1, 2014 between us and Michael D. Rountree. Gannon Giguiere, our Chairman, former Chief Executive Officer, President and Secretary received 1,300,000 shares, Alan Johnson, our Chief Corporate Development Officer and former President, received 1,000,000 shares, and Michael D. Rountree, our Chief Financial Officer and Treasurer received 500,000 shares. In connection with the GG Amendment, we also agreed to cancel 300,000 ten-year stock options with an exercise price of $0.50 per share issued to Mr. Giguiere as of January 2, 2013.

On March 1, 2014, we terminated the November 21, 2012 Lock-Up Agreements between us and each of Gannon Giguiere and Alan Johnson.

On March 1, 2014, we issued an aggregate of 850,000 ten-year non-qualified stock options with an exercise price of $1.00 per share under our 2012 Equity Incentive Plan which vest ratably on a monthly basis over a period of three years to our three executive officers, Gannon Giguiere (300,000 options), Alan Johnson (300,000 options) and Michael Rountree (250,000 options).

On May 27, 2014, we received a $105,000 loan from Gannon Giguiere paying interest at the rate of 1% per annum. $100,000 of the loan was repaid on June 23, 2014. The balance of the loan was repaid on June 30, 2014.

On June 12, 2014, we received a $15,107 loan from Michael Rountree paying interest at the rate of 1% per annum. The loan was repaid on June 19, 2014.

On July 29, 2014, we received a $150,000 loan from Alan Johnson paying interest at the rate of 1% per annum. The loan was converted into stock on February 2, 2015.

In August 2014, we received loans from Gannon Giguiere in the aggregate amount of $70,000 paying interest at the rate of 1% per annum. The loans were repaid in October and November, 2014.

On September 3, 2014, we received a $15,000 loan from Michael Rountree paying interest at the rate of 1% per annum. The loan was converted into stock on February 2, 2015.

On September 8, 2014, we received a $45,000 loan from Gannon Giguiere paying interest at the rate of 1% per annum. $24,250 of the loan was repaid in November 2014 and the balance of the loan was repaid in December 2014.

On September 24, 2014, we received a $100,000 loan from Alan Johnson paying interest at the rate of 1% per annum. $9,842 in principal and $362 in interest due on the loan was converted into stock on February 2, 2015. The balance of the loan is presently due and payable.

On October 9, 2014, we received a $25,000 loan from Michael Rountree paying interest at the rate of 1% per annum. The loan was converted into stock on February 2, 2015.

On October 14, 2014, we received a $25,000 loan from Alan Johnson paying interest at the rate of 1% per annum. The loan is presently due and payable.

On November 10, 2014, we received a $120,000 loan from Gannon Giguiere paying interest at the rate of 1% per annum. $55,950 of the loan was repaid in December 2014 and January 2015. The $64,050 principal balance together with interest due thereon was converted into stock on February 2, 2015.

On November 28, 2014, we received a $67,500 loan from Gannon Giguiere paying interest at the rate of 1% per annum. The loan was converted into stock on February 2, 2015.

On December 15, 2014, we received a $15,000 loan from Gannon Giguiere paying interest at the rate of 1% per annum. The loan was converted into stock on February 2, 2015.

On January 15, 2015, we received a $14,000 loan from Gannon Giguiere paying interest at the rate of 1% per annum. The loan was converted into stock on February 2, 2015.

On February 12, 2015, we received a $10,000 loan from Michael Rountree paying interest at the rate of 1% per annum. The loan is due and payable on May 13, 2015.

On January 31, 2015, we awarded 2014 performance bonuses to each of Gannon Giguiere ($137,250), Alan Johnson ($114,750), and Michael Rountree ($105,000), such amounts representing the equivalent of 76.25%, 63.75%, and 70%, respectively, of their 2014 base annual salaries. These amounts were accrued and converted into shares of our common stock on February 2, 2015.

Effective February 2, 2015, $351,000 in accrued salary due to Gannon Giguiere, our President, was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 5,014,286 shares of common stock to Mr. Giguiere.

Effective February 2, 2015, $339,780 in accrued salary due to Alan Johnson, our Chief Corporate Development Officer, was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 4,853,571 shares of common stock to Mr. Johnson.

Effective February 2, 2015, $227,435 in accrued salary due to Michael Rountree, our Treasurer and Chief Financial Officer, was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 3,249,071 shares of common stock to Mr. Rountree.

Effective February 2, 2015, $64,050 in principal and $279 in interest due thereon with respect to the loan made by Gannon Giguiere to us on November 10, 2014, $67,500 in principal and $124 in interest due thereon with respect to the loan made by Gannon Giguiere to us on November 28, 2014, $15,000 in principal and $21 in interest due thereon with respect to the loan made by Gannon Giguiere to us on December 15, 2014, and $14,000 in principal and $7 in interest due thereon with respect to the loan made by Gannon Giguiere to us on January 15, 2015, or an aggregate of $160,981 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 2,299,729 shares of common stock to Mr. Giguiere.

Effective February 2, 2015, $150,000 in principal and $777 in interest due thereon with respect to the loan made by Alan Johnson to us on July 29, 2014, and $9,842 in principal and $362 in interest due thereon with respect to the loan made by Alan Johnson to us on September 24, 2014, or an aggregate of $160,981 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 2,299,729 shares of common stock to Mr. Johnson.

Effective February 2, 2015, $15,000 in principal and $63 in interest due thereon with respect to the loan made by Michael Rountree to us on September 30, 2014, and $25,000 in principal and $80 in interest due thereon with respect to the loan made by Michael Rountree to us on October 9, 2014, or an aggregate of $40,143 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 573,471 shares of common stock to Mr. Rountree.

Effective February 2, 2015, an aggregate of 6,950,000 ten-year non-statutory stock options to purchase an aggregate of 6,950,000 shares of our common stock, vesting monthly and ratably over the 36 month period commencing upon issuance on the first day of each month during the vesting period with an initial vesting date of March 1, 2015 and a final vesting date of February 1, 2018 and an exercise price of $0.10 per share were issued under the 2015 Equity Incentive Plan to 29 persons. The recipients included: Gannon Giguiere, our President who received 2,000,000 options, Alan Johnson, our Chief Corporate Development Officer who received 1,000,000 options, Michael Rountree, our Treasurer and Chief Financial Officer who received 1,000,000 options and Jason Harvey, our Chief Executive Officer who received 750,000 options in his capacity as Executive Vice President Product Development.

On April 8, 2015, Jason Harvey was appointed as our Chief Executive Officer. We have yet to enter into a written employment agreement with him but expect to do so in the near future. We have agreed to pay him an annual base salary of $175,000 and to make a restricted stock grant to him of 2,250,000 shares of our common stock. Mr. Harvey will also be entitled to receive performance based bonuses and other benefits to be determined.

Director Independence

None of our three present directors is “independent” as that term is defined by the National Association of Securities Dealers Automated Quotations (“NASDAQ”) as they also serve as executive officers or key employees.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Audit Fees

The aggregate fees billed to us by our principal accountants for professional services rendered during the years ended December 31, 2014 and 2013 are set forth in the table below:

Fee Category	Year ended December 31, 2014	Year ended December 31, 2013
Audit fees (1)	$ 44,200	$ 20,500
Audit-related fees (2)	-	-
Tax fees (3)	-	-
All other fees (4)	-	-
Total fees	$ 44,200	$ 20,500

(1) Audit fees consist of fees incurred for professional services rendered for the audit of consolidated financial statements, for reviews of our interim consolidated financial statements included in our quarterly reports on Form 10-Q and for services that are normally provided in connection with statutory or regulatory filings or engagements.

(2) Audit-related fees consist of fees billed for professional services that are reasonably related to the performance of the audit or review of our consolidated financial statements, but are not reported under "Audit fees."

(3) Tax fees consist of fees billed for professional services relating to tax compliance, tax planning, and tax advice.

(4) All other fees consist of fees billed for all other services.

Audit Committee's Pre-Approval Practice

Prior to our engagement of our independent auditor, such engagement was approved by our board of directors. The services provided under this engagement may include audit services, audit-related services, tax services and other services. Pre-approval is generally provided for up to one year and any pre-approval is detailed as to the particular service or category of services and is generally subject to a specific budget. Pursuant our requirements, the independent auditors and management are required to report to our board of directors at least quarterly regarding the extent of services provided by the independent auditors in accordance with this pre-approval, and the fees for the services performed to date. Our board of directors may also pre-approve particular services on a case-by-case basis. All audit-related fees, tax fees and other fees incurred by us for the year ended December 31, 2013, were approved by our board of directors.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

Financial Statements

See Index to Financial Statements immediately following the signature page of this report.

Financial Statement Schedules

All financial statement schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

Exhibits

In reviewing the agreements included as exhibits to this Form 10-K, please remember that they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about the Company or the other parties to the agreements. The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the parties to the applicable agreement and:

- should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;
- have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement;
- may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and
- were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about the Company may be found elsewhere in this Form 10-K and the Company's other public filings, which are available without charge through the SEC's website at http://www.sec.gov.

The following exhibits are included as part of this report:

Exhibit No.	SEC Report Reference No.	Description
3.1	3.1	Articles of Incorporation of Registrant filed November 29, 2010 (1)
3.2	3.1	Amended and Restated Articles of Incorporation of Registrant filed November 20, 2012 (2)
3.3	3.1	Amended and Restated Articles of Incorporation as filed with the Nevada Secretary of State on February 20, 2013 (4)
3.3	3.2	By-Laws of the Registrant (1)
3.4	*	Certificate of Designation creating Series A Super-Voting Preferred Stock as filed with the Nevada Secretary of State on April 8, 2015
4.1	4.1	Form of March 2014 Advisory Board Warrant (6)
4.2	4.1	Form of Warrant underlying units sold in June 2014 (9)
4.3	4.1	Form of Non-Statutory Option Agreement under 2015 Equity Incentive Plan for February 2, 2015 Option Issuances (16)
4.4	4.2	Form of Advisory Board and Advisory/Consultant Warrant for February 2, 2015 Warrant Issuances (16)
10.1	10.1	Registrant's 2012 Equity Incentive Plan (2)
10.2	10.1	Asset Purchase Agreement dated as of November 21, 2012 among Registrant, Local Event Media, Inc., Gannon Giguiere and Alan Johnson (3)
10.3	10.2	Employment Agreement dated as of November 21, 2012 between Registrant and Gannon Giguiere (3)
10.4	10.3	Employment Agreement dated as of November 21, 2012 between Registrant and Alan Johnson (3)

Exhibit No.	SEC Report Reference No.	Description
10.5	10.4	Form of Lock-Up Agreement dated as of November 21, 2012 (3)
10.6	10.5	Form of Indemnification Agreement dated as of November 21, 2012 (3)
10.7	10.6	Split-Off Agreement dated November 21, 2012 among Registrant, Charlie GPS Split Corp. and James Khorozian (3)
10.8	10.7	General Release Agreement dated November 21, 2012 among Registrant, Charlie GPS Split Corp. and James Khorozian (3)
10.9	10.1	Investor Relations Agreement dated March 5, 2013 between Registrant and Hart Partners, LLC (5)
10.10	10.1	Amendment No. 1 dated as of March 10, 2014 to the November 21, 2012 Employment Services Agreement between the Registrant and Gannon Giguiere (6)
10.11	10.2	Amendment No. 1 dated as of March 10, 2014 to the November 21, 2012 Employment Services Agreement between the Registrant and Alan Johnson (6)
10.12	10.3	Employment Services Agreement dated as of March 10, 2014 between the Registrant and Michael D. Rountree (6)
10.13	10.4	Consulting Agreement dated as of March 10, 2014 between the Registrant and Harrison Group, Inc. (6)
10.14	10.5	Service Provider Agreement effective as of March 18, 2014 between the Registrant and ChineseInvestors.com, Inc. (6)
10.15	10.1	Independent Contractor Agreement dated August 13, 2013 between the Registrant and Jigsaw Partners, Inc. (8)
10.16	10.1	Amendment to Independent Contractor Agreement dated as of December 31, 2013 between the Registrant and Jigsaw Partners, Inc. (7)
10.17	10.1	U.S. Patent (No. 8,769,610 B1) titled “Distance Modified Security and Content Sharing” issued to Registrant on July 1,2 014 (9)
10.18	10.1	Consulting Agreement with Vinay Jatwani dated August 12, 2014 (10)
10.19	10.19	Amendment No. 1 to Equity Purchase Agreement made as of August 20, 2014 between Registrant and Kodiak Capital Group, LLC (12)
10.20	10.3	Form of Subscription Agreement for June 2014 unit sales (9)
10.21	10.1	Equity Purchase Agreement entered into as of July 23, 2014 between Registrant and Kodiak Capital Group, LLC (11)
10.22	10.2	Registration Rights Agreement dated July 23, 2014 between Registrant and Kodiak Capital Group, LLC (11)

Exhibit No.	SEC Report Reference No.	Description
10.23	10.23	Consulting Agreement dated as of April 23, 2014 between Registrant and Monarch Bay Securities, LLC (12)
10.24	10.24	Amendment No. 2 to Equity Purchase Agreement made as of September 23, 2014 between Registrant and Kodiak Capital Group, LLC (12)
10.25	10.1	Marketing and Consulting Agreement made as of November 1, 2014 between Registrant and CorProminance, LLC (13)
10.26	10.1	Equity Purchase Agreement between Registrant and Aladdin Trading, LLC dated November 25, 2014 (14)
10.27	10.2	Registration Rights Agreement between Registrant and Aladdin Trading, LLC dated November 25, 2014 (14)
10.28	10.1	Securities Purchase Agreement between Registrant and FireRock Global Opportunities L.P. dated January 6, 2015 (15)
10.29	10.2	Convertible Promissory Note dated January 6, 2015 between Registrant and FireRock Global Opportunities L.P. (15)
10.30	10.3	Warrant dated January 6, 2015 issued to FireRock Global Opportunities L.P. (15)
10.31	10.4	Registration Rights Agreement between Registrant and FireRock Global Opportunities L.P. dated January 6, 2015 (15)
10.32	10.1	Amendment No. 2 dated as of February 2, 2015 to the November 21, 2012, as amended March 10, 2014, Employment Services Agreement between the Registrant and Gannon Giguiere (16)
10.33	10.2	Amendment No. 2 dated as of February 2, 2015 to the November 21, 2012, as amended March 10, 2014, Employment Services Agreement between the Registrant and Alan Johnson (16)
10.34	10.3	Amendment No. 1 dated as of February 2, 2015 to the March 10, 2014 Employment Services Agreement between the Registrant and Michael D. Rountree (16)
10.35	10.4	Registrant’s 2015 Equity Incentive Plan (16)
10.36	10.5	Consulting Agreement dated as of February 2, 2015, between Registrant and Market Pulse Media, Inc. (16)
10.37	10.6	Consulting Agreement dated as of February 2, 2015, between Registrant and JV Holdings, LLC (16)
10.38	10.7	Amendment No. 1 to Consulting Agreement dated as of February 2, 2015, between Registrant and Harrison Group, Inc. (16)
10.39	10.8	Consulting and Development Agreement dated as of February 2, 2015, between Registrant and Meridian Computing, Inc. (16)

Exhibit No.	SEC Report Reference No.	Description
10.40	10.9	Consulting Services Agreement dated as of February 2, 2015, between Registrant and M1 Capital Advisors, LLC [16]
10.41	10.41	Amendment No. 3 dated as of February 27, 2015 to the November 21, 2012, as amended February 2, 2015 and March 10, 2014, Employment Services Agreement between the Registrant and Gannon Giguiere [17]
10.42	10.42	Amendment No. 3 dated as of February 27, 2015 to the November 21, 2012, as amended February 2, 2015 and March 10, 2014, Employment Services Agreement between the Registrant and Alan Johnson [17]
10.43	10.43	Amendment No. 2 dated as of February 27, 2015 to the March 10, 2014, as amended February 2, 2015, Employment Services Agreement between the Registrant and Michael D. Rountree [17]
10.44	*	Convertible, Redeemable $110,000 Note dated December 15, 2014, issued by Registrant to LG Capital Funding LLC
10.45	*	Convertible, Redeemable $55,555 Note dated December 15, 2014, issued by Registrant to JMJ Financial
10.46	*	Convertible, Redeemable $64,000 Note dated December 19, 2014, issued by Registrant to KBM Worldwide, Inc.
10.47	*	Convertible, Redeemable $55,000 Note dated January 23, 2015, issued by Registrant to Tangiers Investment Group, LLC
10.48	*	Convertible, Redeemable $48,000 Note dated January 29, 2015, issued by Registrant to KBM Worldwide, Inc.
10.49	*	Convertible, Redeemable $44,000 Note dated January 23, 2015, issued by Registrant to Adar Bays, LLC
10.50	*	Convertible, Redeemable $44,000 Promissory Note dated March 3, 2015, issued by Registrant to Union Capital, LLC
10.51	*	Amendment dated January 16, 2015 to the December 15, 2014 Convertible, Redeemable Note issued by Registrant to JMJ Financial
10.52	*	Convertible, Redeemable $52,500 Note dated March 18, 2015, issued by Registrant to River North Equity, LLC
10.53	*	Convertible, Redeemable $38,000 Note issued by Registrant to Vires Group, Inc.
14.1	14.1	Registrant's Code of Ethics [3]
21.1	21.1	List of Subsidiaries [17]
31.1	*	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act.
31.2	*	Certification of Principal Financial and Accounting Officer Pursuant to Section 302 of the Sarbanes-Oxley Act.
32.1	*	Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act.
32.2	*	Certification of Chief Accounting Officer Pursuant to Section 906 of the Sarbanes-Oxley Act.
101.INS	*	XBRL Instance Document.
101.SCH	*	XBRL Taxonomy Extension Schema Document.

101.CAL	*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	*	XBRL Taxonomy Extension Presentation Linkbase Document.

(1) Filed with the Securities and Exchange Commission on March 9, 2011, as an exhibit, numbered as indicated above, to the Registrant's Registration Statement on Form S-1 (file no. 333-172685), which exhibit is incorporated herein by reference.

(2) Filed with the Securities and Exchange Commission on November 20, 2012, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated November 19, 2012, which exhibit is incorporated herein by reference.

(3) Filed with the Securities and Exchange Commission on November 28, 2012, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated November 21, 2012, which exhibit is incorporated herein by reference.

(4) Filed with the Securities and Exchange Commission on February 22, 2013, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated February 20, 2013, which exhibit is incorporated herein by reference.

(5) Filed with the Securities and Exchange Commission on March 11, 2013, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated March 5, 2013, which exhibit is incorporated herein by reference.

(6) Filed with the Securities and Exchange Commission on March 13, 2014, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated March 10, 2014, which exhibit is incorporated herein by reference.

(7) Filed with the Securities and Exchange Commission on January 7, 2014, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated December 31, 2013, which exhibit is incorporated herein by reference.

(8) Filed with the Securities and Exchange Commission on November 14, 2013, as an exhibit, numbered as indicated above, to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2013, which exhibit is incorporated herein by reference.

(9) Filed with the Securities and Exchange Commission on August 19, 2014, as an exhibit, numbered as indicated above, to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, which exhibit is incorporated herein by reference.

(10) Filed with the Securities and Exchange Commission on August 18, 2014, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated August 12, 2014, which exhibit is incorporated herein by reference.

(11) Filed with the Securities and Exchange Commission on July 24, 2014, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated July 23, 2014, which exhibit is incorporated herein by reference.

(12) Filed with the Securities and Exchange Commission on October 14, 2014, as an exhibit, numbered as indicated above, to the Registrant's Registration Statement on Form S-1 (File No. 333-199315), which exhibit is incorporated by reference.

(13) Filed with the Securities and Exchange Commission on November 6, 2014, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated November 1, 2014, which exhibit is incorporated herein by reference.

(14) Filed with the Securities and Exchange Commission on December 2, 2014, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated November 25, 2014, which exhibit is incorporated herein by reference.

(15) Filed with the Securities and Exchange Commission on January 12, 2015, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated January 6, 2015, which exhibit is incorporated herein by reference.

(16) Filed with the Securities and Exchange Commission on February 6, 2015, as an exhibit, numbered as indicated above, to the Registrant's Current Report on Form 8-K dated February 2, 2015, which exhibit is incorporated herein by reference.

(17) Filed with the Securities and Exchange Commission on March 6, 2015, as an exhibit, numbered as indicated above, to the Registrant's Registration Statement on Form S-1 (File No. 333-202595), which exhibit is incorporated herein by reference.

* Filed herewith

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

EVENTURE INTERACTIVE, INC.

Dated: April 14, 2015

By: */s/Jason Harvey*

Name: Jason Harvey
Title: Chief Executive Officer
(Principal Executive Officer)

Dated: April 14, 2015

By: */s/Michael D. Rountree*

Name: Michael D. Rountree
Title: Chief Financial and Accounting Officer
(Principal Financial and Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	**Title**	**Date**
/s/ Gannon Giguiere Gannon Giguiere	President and Chairman of the Board of Directors	April 14, 2015
/s/ Alan Johnson Alan Johnson	Director	April 14, 2015
//s Michael D. Rountree Michael D. Rountree	Chief Financial and Accounting Officer, Director (Principal Financial and Accounting Officer)	April 14, 2015

FINANCIAL STATEMENTS

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Eventure Interactive, Inc.
Costa Mesa, California

We have audited the accompanying consolidated balance sheets of Eventure Interactive, Inc. as of December 31, 2014 and 2013 and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the years then ended. These consolidated financial statements are the responsibility of Eventure Interactive, Inc.'s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Eventure Interactive, Inc. as of December 31, 2014 and 2013 and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company does not have revenues from operations and has financial commitments in excess of current capital resources, together which raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ GBH CPAs, PC

GBH CPAs, PC
www.gbhcpas.com
Houston, Texas
April 14, 2015

EVENTURE INTERACTIVE, INC.
CONSOLIDATED BALANCE SHEETS

	December 31, 2014	December 31, 2013
ASSETS		
Current Assets		
Cash	$ 2,957	$ 67,762
Deposits	15,196	5,000
Total current assets	18,153	72,762
Software development costs	-	312,973
Fixed assets, net	52,782	33,049
Intangible asset - domain name	-	103,750
Total assets	**$ 70,935**	**$ 522,534**
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current Liabilities		
Accounts payable	$ 400,323	$ 121,518
Accrued expenses	924,372	136,070
Related party notes payable	555,250	-
Notes payable, net of discount of $2,889 and $0, respectively	147,111	-
Convertible debt, net of discount of $168,000 and $0, respectively	6,000	-
Derivative liabilities - current	177,149	
Total current liabilities	2,210,205	257,588
Derivative liabilities – non-current	328,044	-
Convertible debt, net of debt discount of $55,555 and $0, respectively	-	-
Total liabilities	2,538,249	257,588
Commitments and contingencies		
Stockholders' Equity (Deficit)		
Preferred Stock, $0.001 par value, 10,000,000 authorized, -0- shares issued and outstanding	-	-
Common stock, $0.001 par value, 300,000,000 shares authorized; 25,481,323 and 18,807,500 shares issued and outstanding, respectively	25,481	18,807
Additional paid-in-capital	25,242,130	4,599,514
Accumulated deficit	(27,734,925)	(4,353,375)
Total stockholders' equity (deficit)	(2,467,314)	264,946
Total liabilities and stockholders' equity (deficit)	**$ 70,935**	**$ 522,534**

The accompanying notes are an integral part of these consolidated financial statements.

EVENTURE INTERACTIVE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31, 2014	Year Ended December 31, 2013
Revenues	$ -	$ -
General and administrative expenses	22,552,999	3,046,187
Impairment of long-lived assets	969,871	-
Operating loss	(23,522,870)	3,046,187
Unrealized gain on derivative liabilities	149,431	-
Interest expense	(8,111)	-
Net loss	**$ (23,381,550)**	**$ (3,046,187)**
Loss per common share – basic and diluted	$ (0.96)	$ (0.16)
Weighted average number of common shares outstanding	24,392,513	18,922,418

The accompanying notes are an integral part of these consolidated financial statements.

EVENTURE INTERACTIVE, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

	Number of Common Shares	Amount	Additional Paid-in-Capital	Accumulated Deficit	Total
Balance as of December 31, 2012	**17,932,500**	**$ 17,932**	**$ 1,721,729**	**$ (1,307,188)**	**$ 432,473**
Common shares issued for cash	825,000	825	824,175	-	825,000
Shares previously subject to redemption	25,000	25	43,725	-	43,750
Stock-based compensation expense	25,000	25	2,009,885	-	2,031,413
Net loss	-			(3,046,187)	(3,048,187)
Balance as of December 31, 2013	**18,807,500**	**18,807**	**4,599,514**	**(4,353,375)**	**264,946**
Common shares issued for cash, net of relative fair value of warrant derivative liabilities	2,167,050	2,167	1,123,209		1,125,376
Stock-based compensation expense	4,506,773	4,507	19,519,407		19,523,914
Net loss	-	-	-	(23,381,550)	(23,381,550)
Balance as of December 31, 2014	**25,481,323**	**$ 25,481**	**$ 25,242,130**	**$ (27,734,925)**	**$ (2,467,314)**

The accompanying notes are an integral part of these consolidated financial statements .

EVENTURE INTERACTIVE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,	
	2014	**2013**
Cash flows from operating activities		
Net loss	$ (23,381,550)	$ (3,046,187)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation	19,523,914	2,009,910
Depreciation and amortization expense	20,698	4,951
Impairment of long-lived assets	969,871	-
Unrealized gain on warrant derivative liabilities	(149,431)	-
Amortization of debt discount on convertible notes	8,111	-
Changes in operating assets and liabilities:		
Accounts payable	195,446	110,548
Accrued expenses	769,576	53,580
Net cash used in operating activities	(2,043,365)	(867,198)
Cash flows from investing activities		
Software development costs	(455,309)	(204,683)
Deposits	(10,196)	(5,000)
Acquisition of fixed assets	(36,185)	(38,000)
Net cash used in investing activities	(501,690)	(247,683)
Cash flows from financing activities		
Proceeds from related party loans	802,607	-
Repayments of related party loans	(247,357)	-
Proceeds from notes payable	145,000	-
Proceeds from convertible notes	205,000	-
Proceeds from sale of common stock and warrants	1,575,000	825,000
Net cash provided by financing activities	2,480,250	825,000
Net change in cash	(64,805)	(289,881)
Cash at beginning of the year	67,762	357,643
Cash at end of the year	**$ 2,957**	**$ 67,762**
Supplemental disclosure of cash flow information:		
Cash paid for:		
Income taxes	$ -	$ -
Interest	$ -	$ -
Noncash investing and financing transactions:		
Common stock issued for purchase of domain name	$ -	$ 43,750
Fair value of warrant derivative liabilities issued in common stock offering	$ 449,624	$ -
Debt discount – variable conversion feature derivative liabilities	$ 205,000	$ -
Software development costs in accounts payable and accrued expenses	$ 97,839	$ -
Fixed assets in accrued expenses	$ 4,246	$ -

The accompanying notes are an integral part of these consolidated financial statements .

EVENTURE INTERACTIVE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. ORGANIZATION AND BUSINESS OPERATIONS

The Company was incorporated in the State of Nevada on November 29, 2010. The Company was in the GPS tracking system business until late in 2012, when the Company redirected all of its efforts into the social media business. On February 20, 2013, the Company filed Amended and Restated Articles of Incorporation with the Nevada Secretary of State to change its name from Live Event Media, Inc. to Eventure Interactive, Inc. (the "Company").

Going Concern

The financial statements have been prepared on a going concern basis which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business for the foreseeable future. The Company has incurred losses since inception resulting in an accumulated deficit of $27,734,925 as of December 31, 2014 and further losses are anticipated in the development of its business raising substantial doubt about the Company's ability to continue as a going concern. The ability to continue as a going concern is dependent upon the Company generating profitable operations in the future and/or to obtain the necessary financing to meet its obligations and repay its liabilities arising from normal business operations when they come due. Management intends to finance operating costs over the next twelve months with existing cash on hand and loans from directors and/or the private placement of common stock. These financials do not include any adjustments relating to the recoverability and reclassification of recorded asset amounts, or amounts and classifications of liabilities that might result from this uncertainty.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Company have been prepared in accordance with U.S. generally accepted accounting principles.

Principles of Consolidation

The financial statements include the accounts of the Company and its subsidiary. Intercompany transactions and balances have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company bases its estimates and assumptions on current facts, historical experience and various other factors that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources. The actual results experienced by the Company may differ materially and adversely from the Company's estimates. To the extent there are material differences between the estimates and the actual results, future results of operations will be affected.

Basic and Diluted Loss Per Common Share

Basic loss per common share is computed by dividing net loss available to common shareholders by the weighted average number of outstanding common shares during the period. Diluted loss per common share gives effect to all dilutive potential common shares outstanding during the period. Dilutive loss per common share excludes all potential common shares if their effect is anti-dilutive.

Since the Company is in a loss position, it has excluded stock options and warrants from its calculation of diluted net loss per common share. At December 31, 2014, the Company had 2,583,744 stock options and 3,760,831 warrants and 2,788,688 shares issuable upon the conversion of convertible debt that would have been included in its calculation of diluted net loss per common share if they were not anti-dilutive.

Cash and Cash Equivalents

The Company considers all highly liquid instruments with a maturity of three months or less at the time of issuance to be cash equivalents. The Company's bank accounts are deposited in insured institutions. The funds are insured up to $250,000. At December 31, 2014 and 2013, the Company's bank deposits did not exceeded the insured amounts.

Software Development Costs

Costs incurred in the research and development of new software products are expensed as incurred until technological feasibility has been established. After technological feasibility is established, any additional costs are capitalized in accordance with authoritative guidance until the product is available for general release. The Company determined its software development costs were fully impaired during the year ended December 31, 2014, and the Company recorded impairment expense of $866,121.

Fixed Assets

Fixed assets are stated at cost and depreciated using the straight-line method over the estimated useful life of the asset. The Company’s fixed assets are comprised of computer equipment and the estimated life of computer equipment is three years.

Intangible Asset - Domain Name

The Company considers the domain name an indefinite-lived intangible asset and will test for impairment on an annual basis. The Company determined that the domain name was fully impaired during the year ending December 31, 2014, and the Company recorded impairment expense of $103,750.

Revenue Recognition

We will recognize revenue when four basic criteria are met: persuasive evidence of a sales arrangement exists; performance of services has occurred; the sales price is fixed or determinable; and collectability is reasonably assured. We will consider persuasive evidence of a sales arrangement to be the receipt of a signed contract. Collectability will be assessed based on a number of factors, including transaction history and the credit worthiness of a customer. If it is determined that collection is not reasonably assured, revenue will not be recognized until collection becomes reasonably assured. We will record cash received in advance of revenue recognition as deferred revenue.

Derivative Liabilities

The Company reviews the terms of the common stock, convertible debt and warrants it issues to determine whether there are embedded derivative instruments, including embedded conversion options, which are required to be bifurcated and accounted for separately as derivative financial instruments.

Bifurcated embedded derivatives are initially recorded at fair value and are then revalued at each reporting date with changes in the fair value reported as non-operating income or expense. The Company uses a Black-Scholes model for valuation of the derivative instrument.

Stock-Based Compensation

The Company measures stock-based compensation cost at the grant date based on the fair value of the award and recognize it as expense, over the vesting or service period, as applicable, of the stock award using the straight-line method.

Fair Value Measurements

As defined in FASB ASC Topic No. 820 – 10, fair value is the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. FASB ASC Topic No. 820 – 10 requires disclosure that establishes a framework for measuring fair value and expands disclosure about fair value measurements. The statement requires fair value measurements be classified and disclosed in one of the following categories:

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities. The Company considers active markets as those in which transactions for the assets or liabilities occur in sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2: Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability. This category includes those derivative instruments that the Company values using observable market data. Substantially all of these inputs are observable in the marketplace throughout the term of the derivative instruments, can be derived from observable data, or supported by observable levels at which transactions are executed in the marketplace.

Level 3: Measured based on prices or valuation models that require inputs that are both significant to the fair value measurement and less observable from objective sources (i.e. supported by little or no market activity). The Company's valuation models are primarily industry standard models. Level 3 instruments include derivative warrant instruments. The Company does not have sufficient corroborating evidence to support classifying these assets and liabilities as Level 1 or Level 2.

As required by FASB ASC Topic No. 820 – 10, financial assets and liabilities are classified based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the valuation of the fair value of assets and liabilities and their placement within the fair value hierarchy levels. The estimated fair value of the derivative warrant instruments was calculated using the black scholes model.

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. A valuation allowance is provided for significant deferred tax assets when it is more likely than not, that such asset will not be recovered through future operations.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be capable of withstanding examination by the taxing authorities based on the technical merits of the position. These standards prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. These standards also provide guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

Various taxing authorities periodically audit the Company's income tax returns. These audits include questions regarding the Company's tax filing positions, including the timing and amount of deductions and the allocation of income to various tax jurisdictions. In evaluating the exposures connected with these various tax filing positions, including state and local taxes, the Company records allowances for probable exposures. A number of years may elapse before a particular matter, for which an allowance has been established, is audited and fully resolved. The Company has not yet undergone an examination by any taxing authorities.

The assessment of the Company's tax position relies on the judgment of management to estimate the exposures associated with the Company's various filing positions.

Reclassifications

Certain reclassifications have been made to the prior year financial statements to conform with the current year presentation.

Subsequent Events

The Company has evaluated all transactions from December 31, 2014 through the financial statement issuance date for disclosure consideration.

New Accounting Pronouncements

In June 2014, the FASB issued ASU 2014-10, Development Stage Entities (Topic 915): Elimination of Certain Financial Reporting Requirements. ASU 2014-10 eliminates the distinction of a development stage entity and certain related disclosure requirements, including the elimination of inception-to-date information on the statements of operations, cash flows and stockholders' equity. The amendments in ASU 2014-10 will be effective prospectively for annual reporting periods beginning after December 15, 2014, and interim periods within those annual periods, however early adoption is permitted. The Company evaluated and adopted ASU 2014-10 during 2014.

The Company's management does not believe that any other recently issued pronouncements will have a material effect on the Company's financial statements.

3. FIXED ASSETS

Fixed assets consist of the following:

	December 31, 2014	December 31, 2013
Computer equipment	78,431	$ 38,000
Less: Accumulated depreciation	(25,649)	$ (4,951)
	52,782	$ 33,049

Depreciation expense for the years ended December 31, 2014 and 2013 was $20,698 and $4,951, respectively.

4. RELATED PARTY TRANSACTIONS

During July 2013, the Company entered into a one-year lease for office space with an entity that is 12% owned by the Chief Executive Officer ("CEO") of the Company. The Company incurred expenses of $10,422 to this entity during the year ended December 31, 2014.

During the year ended December 31, 2014, the Company's CEO loaned the Company a total of $422,500 (of which $232,250 has been repaid as of December 31, 2014). The loans bear interest at 1% per annum. At December 31, 2014, $190,250 of the loans are outstanding and owed to the CEO and due in 2015.

During the year ended December 31, 2014, the Company's CFO loaned the Company a total of $55,107 (of which $15,107 has been repaid as of December 31, 2014). The loans bear interest at 1% per annum. At December 31, 2014, $40,000 of the loans are outstanding and owed to the CFO. Of the loans outstanding, $15,000 was payable during December 2014 and is in default at December 31, 2014, and $25,000 was payable in January 2015.

During the year ended December 31, 2014, a Director of the Company loaned the Company a total of $275,000, of which $150,000 is due on demand and $100,000 was due in December 2014 and was in default at December 31, 2014 and $25,000 was payable in January 2015. The loans bear interest at 1% per annum.

During the year ended December 31, 2014, a related party of an officer of the Company loaned the Company $50,000 in aggregate which was payable in January 2015. The loans bear interest at 1% per annum.

5. NOTES PAYABLE

During August 2014, the Company received $45,000 in cash for a $50,000 promissory note due in June 2015. The promissory note has no stated interest rate. The Company is recognizing the $5,000 original issue discount as interest expense over the life of the promissory note. As of December 31, 2014, the Company has amortized $2,111 of original issue discount to interest expense.

During the year ended December 31, 2014, the Company received $100,000 in cash from third parties in exchange for $100,000 of notes payable bearing interest at 1% per annum. At December 31, 2014, these notes payable were in default as they became due prior to December 31, 2014.

6. CONVERTIBLE NOTES PAYABLE

LG Convertible Note

On December 15, 2014, the Company entered into a Securities Purchase Agreement with LG Capital Funding, LLC ("LG") pursuant to which LG purchased an 8% redeemable, convertible note (the "LG Note") from the Company in the principal amount of $110,000 due December 15, 2015. The LG Note was subject to an original issue discount of $15,000 resulting in a purchase price of $95,000. The LG Note is convertible by LG, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock for the twenty trading days prior to the date upon which LG provides us with a notice of conversion. The LG Note may be prepaid by us any time within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133%, and for the 121-150 day period is 139%. The LG Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

The conversion price of the $110,000 variable conversion price note is based on a variable that is not an input to the fair value of a "fixed-for-fixed" option as defined under FASB ASC Topic No. 815 - 40. The fair value of the conversion feature was recognized as a derivative instrument at the issuance date and is measured at fair value at each reporting period. The Company determined that the fair value of the derivative was $113,364 at the issuance date. Debt discount was recorded up to the $110,000 purchase price of the note (of which $15,000 is an original issue discount) and is amortized to interest expense over the term of the note. The fair value of the beneficial conversion feature in excess of the principal amount allocated to the notes in the aggregate amount of $18,364 was expensed immediately as unrealized loss on derivative obligation.

JMJ Convertible Note

On December 15, 2014, JMJ Financial ("JMJ"), a Nevada sole proprietorship, purchased a redeemable, convertible note (the "JMJ Note") from us in the principal amount of $55,555 due December 15, 2016. The JMJ Note was subject to an original issue discount resulting in a purchase price of $50,000. The JMJ Note, including accrued interest due thereon, is convertible by JMJ, at its option, any time after 180 days from the date of issuance at a conversion price equal to the lesser of $0.16 or 60% of the average of the two lowest trading prices during the twenty trading days prior to conversion. The JMJ Note may be prepaid by us any time within 120 days from the date of issuance without payment of interest. If we do not prepay the JMJ Note within such 120 day period, a one-time interest charge of 12% will be applied to the principal amount. The JMJ Note becomes immediately due and payable upon certain events of default and subjects us to significant default penalties. JMJ may provide us with additional loans on the same terms pursuant to which JMJ would receive notes which, together with the JMJ Note, aggregate to $250,000. The JMJ Note was amended on January 16, 2015 to, among other things, remove a provision which had provided that if, at any time while the JMJ Note is outstanding, we issued securities on more favorable terms than those contained in the JMJ Note, JMJ had the option to include the more favorable terms in the JMJ Note.

The conversion price of the $55,555 variable conversion price note is based on a variable that is not an input to the fair value of a "fixed-for-fixed" option as defined under FASB ASC Topic No. 815 - 40. The fair value of the conversion feature was recognized as a derivative instrument at the issuance date and is measured at fair value at each reporting period. The Company determined that the fair value of the derivative was $56,263 at the issuance date. Debt discount was recorded up to the $50,000 purchase price of the note (of which $5,555 is an original issue discount) and is amortized to interest expense over the term of the note. The fair value of the beneficial conversion feature in excess of the principal amount allocated to the notes in the aggregate amount of $6,263 was expensed immediately as unrealized loss on derivative obligation.

KBM Convertible Note

On December 19, 2014, the Company entered into a Securities Purchase Agreement with KBM Worldwide, Inc. ("KBM") pursuant to which KBM purchased an 8% redeemable convertible note from us in the principal amount of $64,000 due September 19, 2015 (the "KBM Note"). The Company received cash proceeds of $60,000 for this note. The KBM Note is convertible by KBM at its option any time after 180 days from issuance at a conversion price equal to 58% of the average of the lowest three trading prices for our common stock during the ten trading day period prior to the date on which KBM provides us with a conversion notice. The KBM Note may be prepaid by us any time within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 140% for prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 120%, for the 61-90 day period is 125%, for the 91-120 day period is 130% and for the 121-150 day period is 135%. The KBM Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

The conversion price of the $64,000 variable conversion price note is based on a variable that is not an input to the fair value of a "fixed-for-fixed" option as defined under FASB ASC Topic No. 815 - 40. The fair value of the conversion feature was recognized as a derivative instrument at the issuance date and is measured at fair value at each reporting period. The Company determined that the fair value of the derivative was $63,980 at the issuance date. Debt discount was recorded up to the $64,000 purchase price of the note and is amortized to interest expense over the term of the note. The fair value of the beneficial conversion feature in excess of the principal amount allocated to the notes in the aggregate amount of $3,980 was expensed immediately as unrealized loss on derivative obligation.

7. DERIVATIVE LIABILITIES

Warrants

The Company has determined that certain warrants the Company has issued contain provisions that protect holders from future issuances of the Company's common stock at prices below such warrants' respective exercise prices and these provisions could result in modification of the warrants exercise price based on a variable that is not an input to the fair value of a "fixed-for-fixed" option.

The Company issued 1,800,000 warrants in connection with the issuance of 600,000 shares of common stock sold for cash during June 2014. All of the warrants vested immediately. These warrants contain anti-dilution provisions that provide for a reduction in the exercise price of such warrants in the event that future common stock (or securities convertible into or exercisable for common stock) is issued (or becomes contractually issuable) at a price per share (a "Lower Price") that is less than the exercise price of such warrant at the relevant time. The amount of any such adjustment is determined in accordance with the provisions of the relevant warrant agreement and depends upon the number of shares of common stock issued (or deemed issued) at the Lower Price and the extent to which the Lower Price is less than the exercise price of the warrant at the relevant time. In addition, the number of shares issuable upon exercise of these warrants will be increased inversely proportional to any decrease in the exercise price, thus preserving the aggregate exercise price of the warrants both before and after any such adjustment.

The fair values of these warrants issued were recognized as derivative warrant instruments at issuance and are measured at fair value at each reporting period. The Company determined the fair values of these warrants using the Black-Scholes option pricing model.

Activity for derivative warrant liabilities during the year ended December 31, 2014 was as follows:

	Balance at December 31, 2013	Initial valuation of derivative liabilities upon issuance of new warrants during the year	Decrease in fair value of derivative liability	Balance at December 31, 2014
Derivative warrant instruments	$ -	$ 449,624	$ (179,695)	$ 269,929

The fair value of these warrants was valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.61%, (2) term of 8 years, (3) expected stock volatility of 174%, (4) expected dividend rate of 0%, and (5) common stock price of $2.35.

The fair value of these warrants was valued on December 31, 2014 using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.04%, (2) term of 7.47 years, (3) expected stock volatility of 153%, (4) expected dividend rate of 0%, and (5) common stock price of $0.14.

Derivative conversion feature on convertible debt

Activity for variable conversion feature debt during the year ended December 31, 2014 was as follows:

	Balance at December 31, 2013	Initial valuation of derivative liabilities upon issuance of variable feature convertible debt during the year	Increase in fair value of derivative liability	Balance at December 31, 2014
LG Convertible Note	$ -	$ 95,000	$ 15,867	$ 110,867
JMJ Convertible Note	-	50,000	8,115	58,115
KBM Convertible Note	-	60,000	6,282	66,282
Total	$ -	$ 205,000	$ 30,264	$ 235,264

The fair value of these derivatives was valued on the date of the issuances of the convertible debt using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 0.22% - 0.25%, (2) term of 0.76- 2 years, (3) expected stock volatility of 90% - 137%, (4) expected dividend rate of 0%, and (5) common stock price of $0.15 - $0.16.

The fair value of these derivatives was valued on December 31, 2014 using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 0.25%, (2) term of 0.73 – 1.96 years, (3) expected stock volatility of 91% -142%, (4) expected dividend rate of 0%, and (5) common stock price of $0.14.

8. STOCKHOLDERS' EQUITY

Sales of Common Stock for Cash

During 2013, the Company issued 825,000 shares of common stock at a price of $1.00 per share for total cash proceeds of $825,000. The shares issued during 2013 pursuant to the subscription agreements contain anti-dilution protection for one year following the final closing thereunder. If the Company issues common stock at less than $1.00 per share during such one year period or if the Company issues securities during such one year period which are convertible into or exercisable for shares of our common stock with a conversion or exercise price of less than $1.00 per share, then the offering price of $1.00 gets adjusted to the lower price entitling the subscribers to additional shares. The anti-dilution clause pursuant to these subscription agreements expired in October 2014.

During 2014, the Company issued 1,275,000 shares of common stock at a price of $1.00 per share for total cash proceeds of $1,275,000. The Company also issued 892,050 shares of common stock for $300,000. See Kodiak below.

In June 2014, the Company issued 600,000 shares of common stock at a price of $1.00 per share and 1,800,000 warrants, each exercisable for one share of common stock with an 8-year term and a $1.00 exercise price, for total cash proceeds of $600,000. The Company recorded the issuance of these shares and warrants as follows:

	Shares	Gross proceeds	Offering costs	Net proceeds	Relative fair value allocated to warrants	Amount allocated to common stock and paid-in capital
June 2014	600,000	$ 600,000	$ -	$ 600,000	$ 449,624	$ 150,376

Kodiak

On July 23, 2014, the Company entered into an Equity Purchase Agreement and a Registration Rights Agreement with Kodiak Capital Group, LLC ("Kodiak") in order to establish a source of funding for the Company. Under the Equity Purchase Agreement, Kodiak agreed to provide the Company with up to $3,000,000 of funding upon effectiveness of a registration statement on Form S-1. Following effectiveness of the registration statement, the Company could deliver puts to Kodiak under the Equity Purchase Agreement under which Kodiak was obligated to purchase shares of the Company's common stock based on the investment amount specified in each put notice, which investment amount may be any amount up to $3,000,000 less the investment amount received by the Company from all prior puts, if any. The number of shares of the Company's common stock that Kodiak could purchase pursuant to each put notice was determined by dividing the investment amount specified in the put by the purchase price. The purchase price per share of common stock was set at eighty (80%) of the market price of the Company's common stock with market price being defined as the lowest daily value weighted average trading price for our common stock for any trading day during the five consecutive trading days immediately following the date of the put notice to Kodiak.

On October 22, 2014, we provided a Put Notice to Kodiak for cash proceeds of $300,000 to the Company. The lowest daily value weighted average trading price for our common stock during the pricing period which ended on October 29, 2014 was $0.42 per share resulting in a purchase price of $0.34 per share. Based thereon, the number of put shares issued to Kodiak under the put was 892,050. The excess estimated put shares (1,407,950 shares) delivered to Kodiak were returned to the Company's transfer agent but have yet to be cancelled. On November 13, 2014, we terminated the Equity Purchase Agreement with Kodiak.

Aladdin

On November 25, 2014, we entered into an Equity Purchase Agreement and a Registration Rights Agreement with Aladdin Trading, LLC ("Aladdin") in order to establish a source of funding for us. Under the Investment Agreement, Aladdin agreed to provide us with up to $5,000,000 of funding upon effectiveness of a registration statement. Following effectiveness of the registration statement, we can deliver puts to Aladdin under the Equity Purchase Agreement under which Aladdin will be obligated to purchase shares of our common stock based on the investment amount specified in each put notice, which investment amount may be any amount up to $5,000,000 less the investment amount received by us from all prior puts, if any. Puts may be delivered by us to Aladdin until the earlier of December 31, 2015 or the date on which Aladdin has purchased an aggregate of $5,000,000 of put shares. The number of shares of our common stock that Aladdin will purchase pursuant to each put notice ("Put Shares") will be determined by dividing the investment amount specified in the put by the purchase price. The purchase price per share of common stock will be set at 50% of the Market Price for our common stock with Market Price being defined as the volume weighted average trading price for our common stock during the three consecutive trading days immediately following the date of our put notice to Aladdin (the "Pricing Period"). There is no minimum amount that we can put to Aladdin at any one time. On the put notice date, we are required to deliver put shares ("Estimated Put Shares") to Aladdin in an amount determined by dividing the closing price on the trading day immediately preceding the put notice date multiplied by 50% and Aladdin is required to simultaneously deliver to us the investment amount indicated on the put notice. At the end of the Pricing Period, when the purchase price is established and the number of Put Shares for a particular put is determined, Aladdin must return to us any excess Put Shares provided as Estimated Put Shares or alternatively we must deliver to Aladdin any additional Put Shares required to cover the shortfall between the amount of Estimated Put Shares and the amount of Put Shares. At the end of the pricing period we must also return to Aladdin any excess related to the investment amount previously delivered to us. Pursuant to the Equity Purchase Agreement, Aladdin and its affiliates will not be issued shares of our common stock that would result in Aladdin's beneficial ownership equaling more than 9.99% of our outstanding common stock. Pursuant to the Registration Rights Agreement, we will be registering 20,000,000 shares of our common stock for issuance to and sale by Aladdin pursuant to the Equity Purchase Agreement. Unless the price of our common stock increases substantially, we will not have access to the full commitment amount under the Equity Purchase Agreement.

Common Stock issued for Services

On January 28, 2014, the Company issued 850,000 shares of common stock in aggregate to its CEO, CFO and President for services. The common stock was valued at the grant date closing price of $3.19 per share, and totaled $2,711,500 which the Company recorded as stock compensation during the year ended December 31, 2014. On March 10, 2014, the Company issued 2,800,000 shares of common stock in aggregate to its CEO, CFO and President for services. The common stock was valued at the grant date closing price of $3.16 per share, and totaled $8,848,000 which the Company recorded as stock compensation during the year ended December 31, 2014.

During the year ended December 31, 2014, the Company issued 856,773 shares of common stock to consultants for services at various dates. The Company recorded stock-based compensation expense of $1,864,443 based on the grant date fair value in connection with the issuance of these shares.

During March 2013, the Company entered into a consulting agreement with Hart Partners LLC to perform certain services on behalf of the Company. In accordance with the consulting agreement with Hart Partners LLC, the Company issued 25,000 shares of common stock during the year ended December 31, 2013. The common stock was valued at the grant date closing price of $2.38 per share, and totaled $59,500 which the Company recorded as stock compensation.

Stock Option Awards

During January 2014, the Company granted options to purchase 177,500 shares of common stock to employees. The options have an exercise price of $1.00 per share and vest over periods of 3 years. The stock price on the grant date was $3.40 per share. The options were valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.00%, (2) term of 10 years, and (3) expected stock volatilities of 184% (4) dividend rate of 0%. As a result, the fair value of these options on the grant date was $597,838 and the intrinsic value was $426,000.

During February 2014, the Company granted options to purchase 25,000 shares of common stock to a consultant. The options have an exercise price of $1.00 per share and vest over 1 year. The stock price on the grant date was $3.15 per share. The options were valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.00%, (2) term of 10 years, and (3) expected stock volatility of 186%. As a result, the fair value of these options on the grant date was $77,565 and the intrinsic value was $53,750.

During March 2014, the Company granted options to purchase 850,000 shares of common stock to its Chief Executive Officer, President and Chief Financial Officer. The options have an exercise price of $1.00 per share and vest over 3 years. The stock price on the grant date was $2.99 per share. The options were valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.00%, (2) term of 10 years, and (3) expected stock volatility of 184%. As a result, the fair value of these options on the grant date was $2,515,575 and the intrinsic value was $1,691,500.

During May 2014, the Company granted options to four employees to purchase 85,000 shares of common stock. The options have an exercise price of $1.00 per share and vest over 4 years. The stock prices on the grant dates were $2.80 - $2.90 per share. The options were valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.54% and 2.66%, (2) term of 10 years, and (3) expected stock volatility of 180%. As a result, the fair value of these options on the grant dates was $241,233 and the intrinsic value was $156,000.

During June 2014, the Company granted options to two employees and a consultant to purchase 160,000 shares of common stock. The options have an exercise price of $1.00 per share and vest over 4 years. The stock prices on the grant dates were $2.15 - $2.50 per share. The options were valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.54%, (2) term of 10 years, and (3) expected stock volatility of 174%. As a result, the fair value of these options on the grant date was $361,124 and the intrinsic value was $205,000.

During July and August 2014, the Company granted options to purchase 425,000 shares of common stock to various individuals. The options have an exercise price of $1.00 per share and vest over 4 years. The stock prices on the grant dates were $2.06 - $2.10 per share. These options were valued on the date of the grants using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.61%, (2) term of 10 years, (3) expected stock volatility of 174%, and (4) expected dividend rate of 0%. The options have an exercise price of $1.00 per share and vest over 0-4 years. The fair value of these stock options on the grant date was approximately $862,124 and the intrinsic value was $459,000.

A summary of stock option activity is presented below:

	Number of Shares	Weighted-average Exercise Price	Weighted-average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding at December 31, 2013	1,433,650	$ 0.54		-
Granted	1,722,500	1.00		
Exercised				
Forfeited	(572,406)	0.75		
Outstanding at December 31, 2014	2,583,744	$ 0.81	8.74	$ -
Exercisable at December 31, 2014	1,334,469	$ 0.71	8.47	-

During the years ended December 31, 2014 and 2013, the Company recognized stock-based compensation expense of $3,078,393 and $1,950,410, respectively, related to stock options. As of December 31, 2014, there was $1,662,863 of total unrecognized compensation cost related to non-vested stock options.

Warrant Awards

On March 10, 2014, the Company issued warrants to purchase 750,000 shares of its common stock granted with an exercise price of $1.00 per share to third parties for services. The stock price on the grant date was $3.16 per share. As a result, the intrinsic value for these warrants on the grant date was $1,620,000. The fair value of these warrants was approximately $2,361,731 and was valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.67%, (2) term of 10 years, (3) expected stock volatility of 170%, and (4) expected dividend rate of 0%. All of the warrants vested immediately.

On April 30, 2014, the Company issued warrants to purchase 250,000 shares of its common stock granted with an exercise price of $1.00 per share to a third party for services. The stock price on the grant date was $2.65 per share. As a result, the intrinsic value for these warrants on the grant date was $412,500. The fair value of these warrants was approximately $659,847 and was valued on the date of the grant using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 2.00%, (2) term of 10 years, (3) expected stock volatility of 170%, and (4) expected dividend rate of 0%. All of the warrants vested immediately.

On June 18, 2014, in connection with the issuance of common stock to a third party, the Company issued warrants to to purchase 1,800,000 shares of its common stock granted with an exercise price of $1.00 per share. At December 31, 2014, the exercise price was reduced to $0.90 per share and 210,831 additional warrants were issued pursuant to the anti-dilution features of the warrants.

A summary of warrant activity is presented below:

	Number of Shares	Weighted-average Exercise Price	Weighted-average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding at December 31, 2013	750,000	0.01		
Granted	2,800,000	1.00		
Warrants issued pursuant to anti-dilution adjustments	210,831	0.90		
Exercised	-	-		
Expired/Forfeited	-	-		
Outstanding and exercisable at December 31, 2014	3,760,831	$ 0.75	8.27	$ 97,500

9. INCOME TAXES

As of December 31, 2014, the Company had net operating loss carry forwards of $4,359,130 and that may be available to reduce future years' taxable income through 2033. Future tax benefits which may arise as a result of these losses have not been recognized in these financial statements, as their realization is determined not likely to occur and accordingly, the Company has recorded a valuation allowance for the deferred tax asset relating to these tax loss carry-forwards.

Components of net deferred tax assets, including a valuation allowance, are as follows at December 31:

	2014	2013
Deferred tax assets:		
Net operating loss carry forward	$ 1,774,275	$ 452,231
Less: valuation allowance	(1774,275)	(452,321)
Net deferred tax assets	$ -	$ -

In assessing the recovery of the deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income in the periods in which those temporary differences become deductible. Management considers the scheduled reversals of future deferred tax assets, projected future taxable income, and tax planning strategies in making this assessment. As a result, management determined it was more likely than not the deferred tax assets would not be realized as of December 31, 2014.

10. COMMITMENTS

Consulting Agreements

During August 2014, the Company entered into a 2-year consulting services agreement with an individual. Pursuant to the agreement, the individual will be paid $50,000 per year. In connection with the consulting services agreement, the individual assigned to the Company all of the assets owned by the individual related to the individual's business operations being conducted through the name Gift Ya Now including, but not limited to, software code base, original design / creative elements, domain name and all strategic business relationships. The assets assigned to the Company had a fair value of $0.

Effective October 28, 2014, , the Company entered into a consulting agreement with OTC Media, LLC ("OTC Media") pursuant to which OTC Media provides us with investor and public relations services. The services may include public relations and direct mail campaigns. In connection therewith, we pay OTC Media a service fee equal to 20% of the cost of the campaigns together with reimbursement for the cost of the campaigns. In November 2014, OTC Media conducted a campaign on our behalf at a cost of $100,000 and received a $20,000 service fee. The consulting agreement is in effect until December 31, 2015 and is subject to renewal.

During November 2014, the Company entered into a one-year Marketing and Consulting Agreement with CorProminence LLC ("Cor") a New York limited liability corporation, pursuant to which Cor will provide us with shareholder and investor relations services in the form of road shows with the financial community, sponsorship and participation in financial industry trade shows, creation of informational packages for prospective investors, investor relations promotional activities and the production and distribution of executive interviews. In connection with such services, we are paying Cor $10,000 per month, payable monthly in advance and issued Cor 217,175 shares of our restricted common stock on November 1, 2014. The agreement may be terminated by either party for any reason upon 30 days prior written notice. If the agreement is terminated by us, Cor is entitled to retain the monthly cash fee paid to Cor after the notice but prior to the effective date of termination unless such termination is due to Cor's negligence, gross misconduct or breach of its representations, warranties and a material provision set forth in the agreement. Further, if we terminate the agreement for any reason, Cor is required to return to us a proportionate amount of the compensation shares based upon the number of days of the one-year term that the agreement was in effect prior to termination.

Employment Agreement

The Company signed an employment agreement with its Chief Financial Officer. Pursuant to the agreement, in the event the Chief Financial Officer is terminated without cause, the CFO will be entitled to receive all compensation, including any bonus payments, accrued through the date of termination together with all compensation, including bonus payments, earned through the severance period which is defined as a period of 18 months from termination if more than 18 months remain on the term of the employment agreement at the time of termination or as a period of 12 months from termination, if less than 18 months remain on the term of the employment agreement at the time of termination.

11. FAIR VALUE MEASUREMENTS

The following table sets forth, by level within the fair value hierarchy, the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis as of December 31, 2014:

Description	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Carrying Value as of December 31, 2014
Warrant derivatives	$ -	$ -	$ 269,929	$ 269,929
Variable conversion - convertible debt derivatives			235,264	235,264
Total	$ -	$ -	$ 505,193	$ 505,193

The following table sets forth a reconciliation of changes in the fair value of financial liabilities classified as level 3 in the fair value hierarchy:

	Significant Unobservable Inputs (Level 3) Year ended December 31,	
	2014	2013
Beginning balance	$ -	$ -
Additions	654,624	
Change in fair value	(149,431)	-
Ending balance	$ 505,193	$ -
Change in unrealized gain included in earnings	$ 149,431	$ -

12. SUBSEQUENT EVENTS

Aladdin Equity Purchase Agreement

On February 2, 2015, we delivered a put notice to Aladdin for $75,000. This resulted in our issuance of 1,153,847 shares to Aladdin. On February 20, 2015, we delivered a second put notice to Aladdin for $100,000. This resulted in our issuance of 1,538,462 shares to Aladdin, 198,877 of which were required to be returned to us for cancellation resulting in a net issuance of 1,339,585 shares to Aladdin as the 1,538,462 share issuance represented an estimate as to the number of shares covered by the put. Aladdin owes us $25,000 from the second put. On March 10, 2015, we delivered a third put notice to Aladdin for $100,000. This resulted in our issuance of 2,352,942 shares to Aladdin. Based upon the price of our common stock for the third put valuation period we were required to issue an additional 58,322 shares to Aladdin resulting in a net issuance of 2,411,265 shares pursuant to the third put. We have deducted 58,323 shares from the share amount required to be returned to us from the second put and are now entitled to the return of 140,554 shares from the second put share issuance. Aladdin owes us $100,000 from the third put.

Common stock issued for services

The Company issued 50,000 shares of common stock for services during January 2015. The Company issued an additional 200,000 shares of common stock for services during March 2015.

Related Parties

Gannon Giguiere

On January 15, 2015, we received a $14,000 loan from Gannon Giguiere paying interest at the rate of 1% per annum. The loan was converted into common stock on February 2, 2015 (see below).

On February 2, 2015, we entered into Amendment No. 2 to the November 21, 2012 Employment Services Agreement, as amended on March 10, 2014, between us and Gannon Giguiere, our Chief Executive Officer, Secretary and Chairman. The amendment reduced Mr. Giguiere's base annual salary from $180,000 to $1, clarified the provision under which we can issue bonuses to Mr. Giguiere, and provided for the issuance of 5,000,000 shares of our common stock (which were granted piggyback registration rights) and 2,000,000 stock options which have a ten-year term and are exercisable for the purchase of 2,000,000 shares of our common stock at a price of $0.10 per share. The stock options vest monthly and ratably over the 36-month period commencing upon issuance.

On February 2, 2015, $351,000 in accrued salary due to Gannon Giguiere was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 5,014,286 shares of common stock. Piggyback registration rights apply to these shares.

On February 2, 2015, $64,050 in principal and $279 in interest due thereon with respect to the loan made by Gannon Giguiere to us on November 10, 2014, $67,500 in principal and $124 in interest due thereon with respect to the loan made by Gannon Giguiere to us on November 28, 2014, $15,000 in principal and $21 in interest due thereon with respect to the loan made by Gannon Giguiere to us on December 15, 2014, and $14,000 in principal and $7 in interest due thereon with respect to the loan made by Gannon Giguiere to us on January 15, 2015, or an aggregate of $160,981 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 2,299,729 shares of common stock to Mr. Giguiere. Piggyback registration rights apply to these shares.

Alan Johnson

On February 2, 2015, we entered into Amendment No. 2 to the November 21, 2012 Employment Services Agreement, as amended on March 10, 2014, between us and Alan Johnson, our Chief Corporate Development Officer. The amendment reduced Mr. Johnson's base annual salary from $180,000 to $1, clarified the provision under which we can issue bonuses to Mr. Johnson, and provided for the issuance of 2,000,000 shares of our common stock (which were granted piggyback registration rights) and 1,000,000 stock options to Mr. Johnson upon execution of the amendment. The stock options were issued under our 2015 Equity Incentive Plan as non-statutory stock options. The stock options have a ten-year term and are exercisable for the purchase of 1,000,000 shares of our common stock at a price of $0.10 per share. The stock options vest monthly and ratably over the 36-month period commencing upon issuance.

On February 2, 2015, $339,780 in accrued salary due to Alan Johnson was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 4,853,571 shares of common stock to Mr. Johnson. Piggyback registration rights apply to these shares.

On February 2, 2015, $150,000 in principal and $777 in interest due thereon with respect to the loan made by Alan Johnson to us on July 29, 2014, and $9,842 in principal and $362 in interest due thereon with respect to the loan made by Alan Johnson to us on September 24, 2014, or an aggregate of $160,981 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 2,299,729 shares of common stock to Mr. Johnson. Piggyback registration rights apply to these shares.

Michael Rountree

On February 12, 2015, we received a $10,000 loan from Michael Rountree paying interest at the rate of 1% per annum. The loan is due and payable on May 13, 2015.

On February 2, 2015, we entered into Amendment No. 1 to the March 10, 2014 Employment Services agreement between us and Michael Rountree, our Chief Financial Officer and Treasurer. The Amendment reduced Mr. Rountree's base annual salary from $180,000 to $1, clarified the provision under which we can issue bonuses to Mr. Rountree and provided for the issuance of 2,000,000 shares of our common stock (which were granted piggyback registration rights) and 1,000,000 stock options to Mr. Rountree upon execution of the amendment. The stock options were issued under our 2015 Equity Incentive Plan as non-statutory stock options. The stock options have a ten-year term and are exercisable for the purchase of 1,000,000 shares of our common stock at a price of $0.10 per share. The stock options vest monthly and ratably over the 36-month period commencing upon issuance.

On February 2, 2015, $227,435 in accrued salary due to Michael Rountree, our Treasurer and Chief Financial Officer, was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 3,249,071 shares of common stock to Mr. Rountree. Piggyback registration rights apply to these shares.

On February 2, 2015, $15,000 in principal and $63 in interest due thereon with respect to the loan made by Michael Rountree to us on September 30, 2014, and $25,000 in principal and $80 in interest due thereon with respect to the loan made by Michael Rountree to us on October 9, 2014, or an aggregate of $40,143 was converted into shares of our restricted common stock at a conversion price of $0.07 per share resulting in the issuance of 573,471 shares of common stock to Mr. Rountree. Piggyback registration rights apply to these shares.

Loans

FireRock Securities Purchase Agreement

On January 6, 2015 we entered into a Securities Purchase Agreement ("SPA") with FireRock Global Opportunities Fund L.P., a Delaware limited partnership ("FireRock"), pursuant to which we issued and sold to FireRock a convertible promissory note, dated January 6, 2015, in the principal amount of $137,500 (the "Initial Note"). The Initial Note was subject to an original issue discount resulting in our receipt of $125,000 in proceeds. In connection with the SPA, we also issued to FireRock 250,000 shares of our restricted common stock and a five-year warrant, dated January 6, 2015, to purchase 500,000 shares of our common stock at an exercise price of $0.50 per share. The SPA and a related Registration Rights Agreement between us and FireRock, dated January 6, 2015, provide for us to register the shares issuable upon conversion of the Initial Note and Second Note, as hereinafter defined, and the exercise of the warrant. The Initial Note and Second Note are hereinafter referred to collectively as the Notes. We were required to file a registration statement with respect to the shares underlying the Notes and warrant within 60 days of the January 6, 2015 issuance date and have such registration statement declared effective not more than 150 days following the issuance date. We filed the registration statement on March 6, 2015. FireRock purchased a second convertible promissory note from us in the principal amount of $137,500 (the "Second Note") three business days following the effective date of the registration statement. The Second Note is identical, in all material respects, to the Initial Note. The Second Note is also subject to an original issue discount and resulted in our receipt of $125,000 in additional proceeds. The Notes have six-month terms and provide for payment of interest on the principal amount at maturity at the rate of 1% per annum.

The Notes, including accrued interest thereon, can be prepaid by us, in whole or in part, at any time prior to maturity, upon three trading days prior written notice, at a premium of 135%. The premium rate also applies to any default interest which may be due at the time of prepayment. Default interest, at the rate of 15% per annum, will become due in the event that we fail to pay principal or interest when due on the Notes. The Notes are convertible at any time after issuance at the lower of (i) $0.20 per share or (ii) 60% (50% upon an Event of Default) of the volume weighted average price for our common stock during the three consecutive trading days immediately preceding the trading day on which we receive a notice of conversion. The SPA further provides that if we complete a registered primary public offering of our securities at any time during which the Notes remain outstanding, that the Notes can be converted at the closing of such offering at a conversion price equal to a 10% discount to the offering price to investors in the offering. We are required to reserve 20,000,000 shares of our common stock to cover Note conversions and register all such shares in the registration statement. We are also required to cause our transfer agent to issue and transfer shares to the holders of the Notes within one trading day of our receipt of a conversion notice. The failure to do so constitutes an Event of Default under the Notes. Other Events of Default including, but are not limited to, our failure to pay principal and interest when due, a material breach by us of any of the terms of the FireRock transaction documents, a breach of any representation or warranty made by us in the FireRock transaction documents having a material adverse effect on the holder of the Notes, our appointment of a receiver or trustee, our becoming bankrupt, our stock becoming delisted, our failure to comply with our reporting requirements under the Securities Exchange Act of 1934, our cessation of operations, our dissolution or liquidation, our failure to maintain any of our material assets, certain restatements of our financial statements, our effectuation of a reverse stock split, and certain unvacated judgments against us involving more than $50,000. Subject to applicable cure periods, the Notes become immediately due and payable upon the occurrence and during the continuation of Events of Default.

The face amount of purchase price of the Initial Note is $312,500. This consists of the actual amount funded of $125,000, $12,500 in original issue discount, $125,000 to reflect the potential conversion amount penalty in the case of an uncured Event of Default and $50,000 to reflect a potential penalty in the event the registration statement is not filed within 60 days of January 6, 2015 or declared effective within 150 days of January 6, 2015. The face amount of purchase price of the Second Note will be $262,500 consisting of the $125,000 amount to be funded, $12,500 in original issue discount and $125,000 to reflect the potential conversion amount penalty in the case of an uncured Event of Default. Accordingly, the aggregate face uncured amount of the Notes will be $575,000. If we determine to prepay the Notes prior to their respective maturity dates, the 135% prepayment principal premium will be applied, in the case of each of the Notes, against the $137,500 principal amount of each of the Notes and against the accrued interest due thereon. If the holder of the Notes determines to convert the Notes prior to the respective maturity dates, the conversion will likewise be made against the $137,500 principal amount of the Notes and all accrued interest due thereon. Subject to applicable cure periods, upon the occurrence and during the continuation of any Event of Default, the Notes will become immediately due and payable and we will be required to pay to the holder of the Notes, in full satisfaction of our obligation thereunder, an amount equal to (i) in the case of payments to be made in common stock, the conversion rate described above against $575,000 ($525,000 if the registration obligations have been satisfied) together with accrued interest and default interest due on the Notes through the date of payment, or (ii) in the case of payments to be made in cash, $325,000 ($275,000 if the registration obligations have been satisfied) together with accrued interest and default interest due thereon through the date of the payment multiplied by 145%. The amounts payable upon default, whether in cash or stock, will be proportionately reduced in case we make partial payments of principal or holder converts part of the Notes prior to any such default. Holder may, in its sole discretion, determine to take payment part in stock and part in cash.

KBM

On January 29, 2015, we entered into a second Securities Purchase Agreement with KBM pursuant to which KBM purchased an 8% redeemable convertible note from us in the principal amount of $48,000 due November 2, 2015. All of the other material terms of the note are identical to the terms of the KBM Note entered into in December 2014.

Tangiers

On January 23, 2015, we entered into a Note Purchase Agreement with Tangiers Investment Group, LLC ("Tangiers") pursuant to which Tangiers purchased a one-year 10% Convertible Promissory Note from us in the principal amount of $55,000 (the "Tangiers Note"). The Tangiers Note was subject to an original issue discount resulting in a purchase price of $50,000. The Tangiers Note, including accrued interest due thereon, is convertible by Tangiers, at its option, any time after 180 days from the date of issuance at a conversion price equal to 52% of the lowest trading price for our common stock during the twenty trading days prior to conversion. The conversion price will be further reduced by 10% if we are placed on "chill" status with DTC until such "chill" is remedied and will be reduced by 5% if we are not DWAC eligible. The Tangiers Note may be prepaid by us within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133%, and for the 121-150 day period is 139%. The Tangiers Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties. By mutual agreement, Tangiers may provide us with additional funding on the same terms up to an aggregate principal amount of $330,000 during the 9-month period which commenced on January 23, 2015.

Adar

On January 23, 2015, we entered into a Securities Purchase Agreement with Adar Bays, LLC ("Adar") pursuant to which Adar purchased an 8% redeemable, convertible promissory note (the "Adar Note") from us in the principal amount of $44,000 due January 23, 2016. The Adar Note was subject to an original issue discount resulting in a purchase price of $40,000. The Adar Note, including accrued interest due thereon, is convertible by Adar, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock during the twenty trading days prior to conversion. In the event that our common stock becomes subject to a DTC "chill", the conversion price formula will be reduced from 62% to 52% while the "chill" remains in effect. The Adar Note may be prepaid by us within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133% and for the 121-150 day period is 139%. The Adar Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

Union Capital

On March 3, 2015, we entered into a Securities Purchase Agreement with Union Capital, LLC ("Union") pursuant to which Union purchased an 8% redeemable, convertible note (the "Union Note") from us in the principal amount of $44,000 due March 3, 2016. The Union Note was subject to an original issue discount resulting in a purchase price of $40,000. The Union Note is convertible by Union, at its option, any time after 180 days from the date of issuance at a conversion price equal to 62% of the lowest closing bid price for our common stock for the twenty trading days prior to the date upon which Union provides us with a notice of conversion. The Union Note may be prepaid by us any time within 180 days from the date of issuance at a premium ranging from 115% for a prepayment within the initial 30 days to 145% for a prepayment after 150 days from the date of issuance but on or prior to 180 days from the date of issuance. The prepayment premium for the 31-60 day period is 121%, for the 61-90 day period is 127%, for the 91-120 day period is 133%, and for the 121-150 day period is 139%. The Union Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

River North

On March 18, 2015, we entered into a Convertible Note Purchase Agreement with River North Equity, LLC ("River North") an Illinois limited liability corporation, pursuant to which River North purchased a 9% Convertible Note (the "River North Note") from us in the principal amount of $52,500. The River North Note was subject to an original issue discount resulting in our receipt of $47,250 in proceeds. The River North Note is convertible by River North, at its option, any time after 180 days from issuance at a conversion price equal to 60% of the lowest trading price for our common stock during the twenty trading days prior to the date on which River North provides us with a conversion notice. The conversion price formula will be reduced from 60% to 50% if we are not DWAC eligible. The River North Note contains a right of first refusal in favor of River North with regard to certain future borrowings by us for the term of the River North Note. The River North Note may be prepaid by us any time prior to our receipt of a conversion notice from River North in an amount equal to 105% multiplied by the sum of the then outstanding principal amount of the River North Note plus (i) accrued and unpaid interest due on the principal amount; and (ii) default interest and penalty payments, if any, due on the River North Note at the time of prepayment. The River North Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

VGI

On April 8, 2015, we entered into a Securities Purchase Agreement with Vires Group, Inc. ("VGI"), a New York Corporation, pursuant to which VGI purchased a 12% redeemable, convertible note (the "VGI Note") from us in the principal amount of $38,000 due January 2016. The VGI Note is convertible by VGI, at its option, any time after 180 days from issuance at a conversion price equal to 50% of the average of the three lowest trading prices for our common stock during the twenty-day trading period prior to the date on which VGI provides us with a conversion notice. The VGI Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

Consulting Agreements

On February 2, 2015, we entered into a one-year Consulting and Development Agreement with Meridian Computing, Inc. ("MCI") pursuant to which MCI provides us with services which include (i) software development services; (ii) assisting us with our product requirements, release schedules and client-server dependencies; and (iii) assisting us with our gathering and specification requirements related to mobile architecture and implementation. We are paying MCI for the services at the rate of $19,200 per month or $230,400 on an annualized basis. The annualized fee amount is payable by us in advance. We can terminate the agreement upon 30 days prior written notice. Upon any such termination, MCI is able to retain the cash fee payment.

On February 2, 2015, we entered into a one-year Consulting Agreement with JV Holdings, LLC ("JV") pursuant to which JV provides us with investor relations and related services. The agreement is automatically renewable for additional one-year terms unless either party notifies the other of its intention not to renew not less than 30 days prior to the end of the existing term. In the event of a renewal, the parties will re-negotiate the cash and stock fees payable to JV under the agreement. We are paying JV a monthly cash fee of $6,000 per month or an aggregate of $72,000 for the initial one-year term, which annualized fee is payable in full, in advance. Pursuant to the agreement, we issued 350,000 shares of our restricted common stock to JV, as a stock fee. The agreement may be terminated by us upon 30 days prior written notice. In such event, JV is entitled to retain the cash and stock fees it has received prior to the date of termination.

On February 2, 2015, we entered into Amendment No. 1 to our March 10, 2014 Consulting Agreement with Harrison Group, Inc. ("HG") which extended the term of the Consulting Agreement for an additional two years through August 31, 2017. Pursuant to the term extension, we issued 1,500,000 shares of our restricted common stock to HG.

On February 2, 2015, we entered into a Consulting Agreement with M1 Capital Advisors LLC ("M1") pursuant to which M1 is providing us with strategic and corporate consulting services which include (i) the development and refinement of our business plan; (ii) market and competitive research assessment; (iii) preparation of investor presentation materials; (iv) review of product features; and (v) development of marketing strategies and initiatives. The agreement terminates on December 31, 2015. We will pay M1 a $110,000 cash fee for the services which is payable in advance. The agreement is renewable 60 days prior to the end of the term upon mutual agreement of the parties.

On February 2, 2015, we entered into a one-year Consulting Agreement with Market Pulse Media, Inc. ("MP") pursuant to which MP provides us with financial and business advice and investor relations services. The agreement is subject to extension upon mutual agreement of the parties. In connection therewith, we issued 1,300,000 shares of our restricted common stock to MP, which shares contain piggyback registration rights. We can terminate the agreement upon 30 days prior written notice.

2015 Equity Incentive Plan

On February 2, 2015, our board of directors approved our 2015 Equity Incentive Plan. Our shareholders have yet to approve the 2015 Equity Incentive Plan and unless they do so prior to February 2, 2016, we will not be able to issue incentive stock options under the 2015 Equity Incentive Plan. A total of 11,000,000 shares of our common stock are reserved for issuance under the 2015 Plan. If an incentive award granted under the 2015 Plan expires, terminates, is unexercised or is forfeited, or if any shares are surrendered to us in connection with an incentive award, the shares subject to such award and the surrendered shares will become available for further awards under the 2015 Plan. Shares issued under the 2015 Plan through the settlement, assumption or substitution of outstanding awards or obligations to grant future awards as a condition of acquiring another entity are not expected to reduce the maximum number of shares available under the 2015 Plan. In addition, the number of shares of common stock subject to the 2015 Plan and the number of shares and terms of any incentive award are subject to adjustment in the event of any stock dividend, spin-off, split-up, stock split, reverse stock split, recapitalization, reclassification, merger, consolidation, liquidation, business combination or exchange of shares or similar transaction.

The compensation committee of the Board, or the Board in the absence of such a committee, will administer the 2015 Plan and grants made thereunder. Subject to the terms of the 2015 Plan, the compensation committee has complete authority and discretion to determine the terms of awards under the 2015 Plan. Any officer or other employee of the Company or its affiliates, or an individual that the Company or an affiliate has engaged to become an officer or employee, or a consultant or advisor who provides services to the Company or its affiliates, including a non-employee director of the Board, is eligible to receive awards under the 2015 Plan.

Our Board of Directors or if then in place, the compensation committee of our Board of Directors, may amend, suspend or terminate the 2015 Plan without stockholder approval or ratification at any time or from time to time. No change may be made that increases the total number of shares of our common stock reserved for issuance under the 2015 Plan or reduces the minimum exercise price for options or exchange of options for other incentive awards. Unless sooner terminated, the 2015 Plan terminates ten years after the date on which it was adopted.

Stock Option Awards

Effective February 2, 2015, an aggregate of 6,950,000 ten-year non-statutory stock options to purchase an aggregate of 6,950,000 shares of our common stock, vesting monthly and ratably over the 36 -month period commencing upon issuance on the first day of each month during the vesting period with an initial vesting date of March 1, 2015 and a final vesting date of February 1, 2018 and an exercise price of $0.10 per share were issued under the 2015 Equity Incentive Plan to 29 employees of ours. The recipients included: Gannon Giguiere, our President and CEO who received 2,000,000 options, Alan Johnson, our Chief Corporate Development Officer who received 1,000,000 options, and Michael Rountree, our Treasurer and Chief Financial Officer who received 1,000,000 options.

Warrants

Effective February 2, 2015, the 7 members of our Advisory Board were each issued a ten-year warrant to purchase 100,000 shares of our common stock at an exercise price of $0.10 per share resulting in the issuance of an aggregate of 700,000 warrants.

Effective February 2, 2015, 11 advisors/consultants were each issued a ten-year warrant to purchase 100,000 shares of our common stock at an exercise price of $0.10 per share resulting in the issuance of an aggregate of 1,100,000 warrants.

Jason Harvey

On April 8, 2015, Jason Harvey was appointed as our Chief Executive Officer. We have yet to enter into a written employment agreement with him but expect to do so in the near future. We have agreed to pay him an annual base salary of $175,000 and to make a restricted stock grant to him of 2,250,000 shares of our common stock. Mr. Harvey will also be entitled to receive performance based bonuses and other benefits to be determined.

EXHIBIT 3.4

150103

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Barbara K. Cegavske	20150161463-29
Secretary of State	Filing Date and Time
State of Nevada	04/08/2015 12:25 PM
	Entity Number
	E0587712010-9

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations
(Pursuant to NRS 78.1955)

1. Name of corporation:

EVENTURE INTERACTIVE, INC.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

Series A Super-Voting Preferred Stock: 1,000,000 shares, par value $0.001 per share

The complete resolution of the Board of Directors and Certificate of Designation setting forth the voting powers, designations, preferences, limitations, restrictions and relative rights of the Series A Super-Voting Participating Preferred Stock are set forth in their entirety on the attached Exhibit A which is incorporated herein by this reference.

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X _____
Signature of Officer

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
Revised: 1-5-15

EXHIBIT A

CERTIFICATE OF DESIGNATION

of

SERIES A SUPER-VOTING PREFERRED STOCK

of

EVENTURE INTERACTIVE, INC.

Pursuant to Nevada Revised Statute 78.1955

The undersigned, Gannon Giguiere, DOES HEREBY CERTIFY that:

(A) he is the President of Eventure Interactive, Inc., a Nevada corporation (the "Company");

(B) the Articles of Incorporation of the Company authorize the Company to issue ten million (10,000,000) shares of Preferred Stock, and authorizes the Board of Directors of the Company to (1) provide for the issuance of the Preferred Stock from time to time in one or more series, each of said series to be distinctly designated and all shares of any one series to be alike in every particular and (2) fix or alter the number of shares constituting each series and the designation thereof, and the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices and the liquidation preferences of each such series; and

(C) the Board of Directors of the Company adopted the following resolution on April 8, 2015 by unanimous written consent, and such resolution has not been rescinded or amended and is in full force and effect as of the date hereof:

RESOLVED, that pursuant to the authority expressly granted to and vested in the Board of Directors (the "Board") of Eventure Interactive, Inc., a Nevada corporation (the "Company"), by the provisions of the Articles of Incorporation of the Company (as amended from time to time, the "Articles of Incorporation"), there hereby is created, out of the ten million (10,000,000) shares of Preferred Stock, $0.001 par value (the "Preferred Stock"), authorized in Section 3.1 of the Articles of Incorporation, a series of Preferred Stock of the Company consisting of one million (1,000,000) shares, having the following designations, preferences, relative, participating, optional and other special rights, voting powers, qualifications, limitations and restrictions:

SERIES A SUPER-VOTING PREFERRED STOCK

1. Designation and Amount. The shares of such series shall be designated as "Series A Super-Voting Preferred Stock" (the "Series A Preferred Stock") and the number of shares constituting such series shall be one million (1,000,000). Such number of shares may be increased by resolution of the Board of Directors.

2. Voting Rights.

2.1 General. On all matters presented to the stockholders of the Company for their action or consideration at any meeting of stockholders of the Company (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the equivalent of 1,000 common stock votes for each share of Series A Preferred Stock held as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law, by the other provisions of the Articles of Incorporation or this Certificate of Designation, holders of Series A Preferred Stock shall vote together with the holders of Common Stock on all such matters as if they were members of a single class.

2.2 Election of Directors. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Company (the "Series A Directors") and the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Company. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 2.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Company other than by the stockholders of the Company that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Series A Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Company. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 2.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 2.2.

2.3 Series A Preferred Stock Protective Provisions. At any time when shares of Series A Preferred Stock shares are outstanding, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of the holders of at least fifty percent (50%) of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect.

2.3.1 liquidate, dissolve or wind-up the business and affairs of the Company, effect any merger or consolidation or any other similar event, or consent to any of the foregoing;

2.3.2 amend, alter or repeal any provision of the Certificate of Incorporation or Bylaws of the Company in a manner that adversely affects the powers, preferences or rights of the Series A Preferred Stock;

2.3.3 create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Company, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Company, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary; or

2.3.4 increase or decrease the authorized number of directors constituting the Company's board of directors.

3. Redemption. The shares of Series A Preferred Stock shall not be redeemable.

4. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least fifty (50%) of the shares of Series A Preferred Stock then outstanding.

5. **Other Rights.** Except as otherwise stated herein, there are no other rights, privileges, or preferences attendant or relating to in any way the Class A Preferred Stock, including by way of illustration but not limitation, those concerning dividend, ranking, conversion, other redemption, participation, or anti-dilution rights or preferences.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation as of this 8th day of April, 2015, and affirms that this Certificate of Designation is his act and deed and that the statements contained herein are true under penalties of perjury.

EVENTURE INTERACTIVE, INC

By: _____
Name: Gannon Giguiere
Title: President

EXHIBIT 10.44

THIS NOTE AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "1933 ACT")

US $110,000.00

EVENTURE INTERACTIVE, INC.
8% CONVERTIBLE REDEEMABLE NOTE
DUE DECEMBER 15, 2015

FOR VALUE RECEIVED, Eventure Interactive, Inc. (the "Company") promises to pay to the order of LG CAPITAL FUNDING, LLC and its authorized successors and permitted assigns (" Holder "), the aggregate principal face amount of One Hundred Ten Thousand Dollars exactly (U.S. $110,000.00) on December 15, 2015 (" Maturity Date ") and to pay interest on the principal amount outstanding hereunder at the rate of 8% per annum commencing on December 15, 2014. This Note contains a 10% original issue discount such that the purchase price of the note is $100,000. The interest will be paid to the Holder in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note. The principal of, and interest on, this Note are payable at 1218 Union Street, Suite #2, Brooklyn, NY 11225, initially, and if changed, last appearing on the records of the Company as designated in writing by the Holder hereof from time to time. The Company will pay each interest payment and the outstanding principal due upon this Note before or on the Maturity Date, less any amounts required by law to be deducted or withheld, to the Holder of this Note by check or wire transfer addressed to such Holder at the last address appearing on the records of the Company. The forwarding of such check or wire transfer shall constitute a payment of outstanding principal hereunder and shall satisfy and discharge the liability for principal on this Note to the extent of the sum represented by such check or wire transfer. Interest shall be payable in Common Stock (as defined below) pursuant to paragraph 4(b) herein.

This Note is subject to the following additional provisions:

1. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration or transfer or exchange, except that Holder shall pay any tax or other governmental charges payable in connection therewith.

2. The Company shall be entitled to withhold from all payments any amounts required to be withheld under applicable laws.

3. This Note may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended (" Act ") and applicable state securities laws. Any attempted transfer to a non-qualifying party shall be treated by the Company as void. Prior to due presentment for transfer of this Note, the Company and any agent of the Company may treat the person in whose name this Note is duly registered on the Company's records as the owner hereof for all other purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected or bound by notice to the contrary. Any Holder of this Note electing to exercise the right of conversion set forth in Section 4(a) hereof, in addition to the requirements set forth in Section 4(a), and any prospective transferee of this Note, also is required to give the Company written confirmation that this Note is being converted (" Notice of Conversion ") in the form annexed hereto as Exhibit A . The date of receipt (including receipt by telecopy) of such Notice of Conversion shall be the Conversion Date.

4. (a) The Holder of this Note is entitled, at its option, at any time after 180 days, to convert all or any amount of the principal face amount of this Note then outstanding into shares of the Company's common stock (the " Common Stock ") without restrictive legend of any nature, at a price (" Conversion Price ") for each share of Common Stock equal to 62% of the **lowest closing bid price** of the Common Stock as reported on the National Quotations Bureau OTCQB exchange which the Company's shares are traded or any exchange upon which the Common Stock may be traded in the future (" Exchange "), for the **twenty** prior trading days including the day upon which a Notice of Conversion is received by the Company (provided such Notice of Conversion is delivered by fax or other electronic method of communication to the Company after 4 P.M. Eastern Standard or Daylight Savings Time if the Holder wishes to include the same day closing price). If the shares have not been delivered within 3 business days, the Notice of Conversion may be rescinded. Such conversion shall be effectuated by the Company delivering the shares of Common Stock to the Holder within 3 business days of receipt by the Company of the Notice of Conversion. Once the Holder has received such shares of Common Stock, the Holder shall surrender this Note to the Company, executed by the Holder evidencing such Holder's intention to convert this Note or a specified portion hereof, and accompanied by proper assignment hereof in blank. Accrued, but unpaid interest shall be subject to conversion. No fractional shares or scrip representing fractions of shares will be issued on conversion, but the number of shares issuable shall be rounded to the nearest whole share . *In the event the Company experiences a DTC "Chill" on its shares, the conversion price shall be decreased to 52% instead of 62% while that "Chill" is in effect.* In no event shall the Holder be allowed to effect a conversion if such conversion, along with all other shares of Company Common Stock beneficially owned by the Holder and its affiliates would exceed 9.9% of the outstanding shares of the Common Stock of the Company.

(b) Interest on any unpaid principal balance of this Note shall be paid at the rate of 8% per annum. Interest shall be paid by the Company in Common Stock ("Interest Shares"). Holder may, at any time, send in a Notice of Conversion to the Company for Interest Shares based on the formula provided in Section 4(a) above. The dollar amount converted into Interest Shares shall be all or a portion of the accrued interest calculated on the unpaid principal balance of this Note to the date of such notice.

(c) The Notes may be prepaid with the following penalties:

PREPAY DATE	PREPAY AMOUNT
< 30 days	115% of principal plus accrued interest
31- 60 days	121% of principal plus accrued interest
61-90 days	127% of principal plus accrued interest
91-120 days	133% of principal plus accrued interest
121-150 days	139% of principal plus accrued interest
151-180 days	145% of principal plus accrued interest

This Note may not be prepaid after the 180 th day. Such redemption must be closed and funded within 3 days of giving notice of redemption of the right to redeem shall be null and void.

(d) Upon (i) a transfer of all or substantially all of the assets of the Company to any person in a single transaction or series of related transactions, (ii) a reclassification, capital reorganization or other change or exchange of outstanding shares of the Common Stock, other than a forward or reverse stock split or stock dividend, or (iii) any consolidation or merger of the Company with or into another person or entity in which the Company is not the surviving entity (other than a merger which is effected solely to change the jurisdiction of incorporation of the Company and results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of Common Stock) (each of items (i), (ii) and (iii) being referred to as a "Sale Event"), then, in each case, the Company shall, upon request of the Holder, redeem this Note in cash for 150% of the principal amount, plus accrued but unpaid interest through the date of redemption, or at the election of the Holder, such Holder may convert the unpaid principal amount of this Note (together with the amount of accrued but unpaid interest) into shares of Common Stock immediately prior to such Sale Event at the Conversion Price.

(e) In case of any Sale Event (not to include a sale of all or substantially all of the Company's assets) in connection with which this Note is not redeemed or converted, the Company shall cause effective provision to be made so that the Holder of this Note shall have the right thereafter, by converting this Note, to purchase or convert this Note into the kind and number of shares of stock or other securities or property (including cash) receivable upon such reclassification, capital reorganization or other change, consolidation or merger by a holder of the number of shares of Common Stock that could have been purchased upon exercise of the Note and at the same Conversion Price, as defined in this Note, immediately prior to such Sale Event. The foregoing provisions shall similarly apply to successive Sale Events. If the consideration received by the holders of Common Stock is other than cash, the value shall be as determined by the Board of Directors of the Company or successor person or entity acting in good faith.

5. No provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and interest on, this Note at the time, place, and rate, and in the form, herein prescribed.

6. The Company hereby expressly waives demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereto.

7. The Company agrees to pay all costs and expenses, including reasonable attorneys' fees and expenses, which may be incurred by the Holder in collecting any amount due under this Note.

8. If one or more of the following described "Events of Default" shall occur:

(a) The Company shall default in the payment of principal or interest on this Note or any other note issued to the Holder by the Company; or

(b) Any of the representations or warranties made by the Company herein or in any certificate or financial or other written statements heretofore or hereafter furnished by or on behalf of the Company in connection with the execution and delivery of this Note, or the Securities Purchase Agreement under which this note was issued shall be false or misleading in any respect; or

(c) The Company shall fail to perform or observe, in any respect, any covenant, term, provision, condition, agreement or obligation of the Company under this Note or any other note issued to the Holder; or

(d) The Company shall (1) become insolvent; (2) admit in writing its inability to pay its debts generally as they mature; (3) make an assignment for the benefit of creditors or commence proceedings for its dissolution; (4) apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; (5) file a petition for bankruptcy relief, consent to the filing of such petition or have filed against it an involuntary petition for bankruptcy relief, all under federal or state laws as applicable; or

(e) A trustee, liquidator or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment; or

(f) Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company; or

(g) One or more money judgments, writs or warrants of attachment, or similar process, in excess of fifty thousand dollars ($50,000) in the aggregate, shall be entered or filed against the Company or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

(h) The Company shall have defaulted on or breached any term of any other note of similar debt instrument into which the Company has entered and failed to cure such default within the appropriate grace period; or

(i) The Company shall have its Common Stock delisted from an exchange (including the OTCBB exchange) or, if the Common Stock trades on an exchange, then trading in the Common Stock shall be suspended for more than 10 consecutive days;

(j) If a majority of the members of the Board of Directors of the Company on the date hereof are no longer serving as members of the Board;

(k) The Company shall not deliver to the Holder the Common Stock pursuant to paragraph 4 herein without restrictive legend within 3 business days of its receipt of a Notice of Conversion; or

(l) The Company shall not replenish the reserve set forth in Section 12, within 3 business days of the request of the Holder.

(m) The Company shall not be "current" in its filings with the Securities and Exchange Commission; or

(n) The Company shall lose the "bid" price for its stock in a market (including the OTCQB marketplace or other exchange).

Then, or at any time thereafter, unless cured within 5 days, and in each and every such case, unless such Event of Default shall have been waived in writing by the Holder (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Holder and in the Holder's sole discretion, the Holder may consider this Note immediately due and payable, without presentment, demand, protest or (further) notice of any kind (other than notice of acceleration), all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Holder may immediately, and without expiration of any period of grace, enforce any and all of the Holder's rights and remedies provided herein or any other rights or remedies afforded by law. Upon an Event of Default, interest shall accrue at a default interest rate of 24% per annum or, if such rate is usurious or not permitted by current law, then at the highest rate of interest permitted by law. In the event of a breach of Section 8(k) the penalty shall be $250 per day the shares are not issued beginning on the 4 th day after the conversion notice was delivered to the Company. This penalty shall increase to $500 per day beginning on the 10 th day. The penalty for a breach of Section 8(n) shall be an increase of the outstanding principal amounts by 20%. In case of a breach of Section 8(i), the outstanding principal due under this Note shall increase by 50%. If this Note is not paid at maturity, the outstanding principal due under this Note shall increase by 10%.

If the Holder shall commence an action or proceeding to enforce any provisions of this Note, including, without limitation, engaging an attorney, then if the Holder prevails in such action, the Holder shall be reimbursed by the Company for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

Make-Whole for Failure to Deliver Loss. At the Holder's election, if the Company fails for any reason to deliver to the Holder the conversion shares by the by the 3rd business day following the delivery of a Notice of Conversion to the Company and if the Holder incurs a Failure to Deliver Loss, then at any time the Holder may provide the Company written notice indicating the amounts payable to the Holder in respect of the Failure to Deliver Loss and the Company must make the Holder whole as follows:

Failure to Deliver Loss = [(High trade price at any time on or after the day of exercise) x (Number of conversion shares)]

The Company must pay the Failure to Deliver Loss by cash payment, and any such cash payment must be made by the third business day from the time of the Holder's written notice to the Company.

9. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

10. Neither this Note nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Holder.

11. The Company represents that it is not a "shell" issuer and has never been a "shell" issuer or that if it previously has been a "shell" issuer that at least 12 months have passed since the Company has reported form 10 type information indicating it is no longer a "shell issuer. Further. The Company will instruct its counsel to either (i) write a 144- 3(a(9) opinion to allow for salability of the conversion shares or (ii) accept such opinion from Holder's counsel.

12. The Company shall issue irrevocable transfer agent instructions reserving 4,731,000 shares of its Common Stock for conversions under this Note (the "Share Reserve"). The reserve shall be replenished as needed to allow for conversions of this Note. Upon full conversion of this Note, any shares remaining in the Share Reserve shall be cancelled. The Company shall pay all costs associated with issuing and delivering the shares. The company should at all times reserve a minimum of four times the amount of shares required if the note would be fully converted. The Holder may reasonably request increases from time to time to reserve such amounts.

13. The Company will give the Holder direct notice of any corporate actions, including but not limited to name changes, stock splits, recapitalizations etc. This notice shall be given to the Holder as soon as possible under law.

14. This Note shall be governed by and construed in accordance with the laws of New York applicable to contracts made and wholly to be performed within the State of New York and shall be binding upon the successors and assigns of each party hereto. The Holder and the Company hereby mutually waive trial by jury and consent to exclusive jurisdiction and venue in the courts of the State of New York. This Agreement may be executed in counterparts, and the facsimile transmission of an executed counterpart to this Agreement shall be effective as an original.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by an officer thereunto duly authorized.

Dated: December 15, 2014

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguiere
Title: Chief Executive Officer

EXHIBIT 10.45

Interest free if paid in full within 4 months

$250,000 CONVERTIBLE| NOTE

FOR VALUE RECEIVED, Eventure Interactive, Inc., a Nevada corporation (the "Issuer" of this Security) with at least 24,000,000 common shares issued and outstanding, issues this Security and promises to pay to JMJ Financial, a Nevada sole proprietorship, or its Assignees (the "Investor") the Principal Sum along with the Interest Rate and any other fees according to the terms herein. This Note will become effective only upon execution by both parties and delivery of the first payment of Consideration by the Investor (the "Effective Date").

The Principal Sum is $250,000 (two hundred fifty thousand) plus accrued and unpaid interest and any other fees. The Consideration is $225,000 (two hundred twenty five thousand) payable by wire (there exists a $25,000 original issue discount (the "OID"). The Investor shall pay $50,000 of Consideration upon closing of this Note. The Investor may pay up to an additional $75,000 Consideration to the Issuer in such amounts and at such dates as the Investor may choose in its sole discretion. Thereafter, the investor may pay additional Consideration to the Issuer only by mutual agreement up to a total Consideration of$225,000. THE PRINCIPAL SUM DUE TO THE INVESTOR SHALL BE PRORATED BASED ON THE CONSIDERATION ACTUALLY PAID BY INVESTOR (PLUS AN APPROXIMATE 10% ORIGINAL ISSUE DISCOUNT THAT IS PRORATED BASED ON THE CONSIDERATION ACTUALLY PAID BY THE INVESTOR AS WELL AS ANY OTHER INTEREST OR FEES) SUCH THAT THE ISSUER IS ONLY REQUIRED TO REPAY THE AMOUNT FUNDED AND THE ISSUER IS NOT REQUIRED TO REPAY ANY UNFUNDED PORTION OF THIS NOTE. The Maturity Date is two years from the Effective Date of each payment (the "Maturity Date") and is the date upon

which the Principal Sum of this Note, as well as any unpaid interest and other fees, shall be due and payable. The Conversion Price is the lesser of$0.16 or 60% of the average of the two lowest trade prices in the 20 trading days previous to the conversion (In the case that conversion shares are not deliverable by DWAC an additional I 0% discount will apply; and if the shares are ineligible for deposit into the DTC system and only eligible for Xclearing deposit an additional *5%* discount shall apply; in the case of both an additional cumulative 15% discount shall apply). Unless otherwise agreed in writing by both parties, at no time will the Investor convert any amount of the Note into common stock that would result in the Investor owning more than 4.99% of the common stock outstanding.

1. ZERO Percent Interest for the First Four Months . The Issuer may repay this Note at any time on or before 120 days from the Effective Date, after which the Issuer may not make further payments on this Note prior to the Maturity Date without written approval from the Investor. If the Issuer repays a payment of Consideration on or before 120 days from the Effective Date of that payment, the Interest Rate on that payment of Consideration shall be ZERO PERCENT (0%). If the Issuer does not repay a payment of Consideration on or before 120 days from its Effective Date, a one-time Interest charge of 12% shall be applied to the Principal Sum. Any interest payable is in addition to the OID, and that OID (or prorated OID, if applicable) remains payable regardless of time and manner of payment by the Issuer.

2. Conversion . The Investor has the right, at any time after 180 days after the Effective Date, at its election, to convert all or part of the outstanding and unpaid Principal Sum and accrued interest (and any other fees) into shares of fully paid and non-assessable shares of common stock of the Issuer as per this conversion formula: Number of shares receivable upon conversion equals the dollar conversion amount divided by the Conversion Price. Conversions may be delivered to the Issuer by method of the Investor's choice (including but not limited to email, facsimile, mail, overnight courier, or personal delivery), and all conversions shall be cashless and not require further payment from the Investor. If no objection is delivered from the Issuer to the Investor regarding any variable or calculation of the conversion notice within 24 hours of delivery of the conversion notice, the Issuer shall have been thereafter deemed to have irrevocably confirmed and irrevocably ratified such notice of conversion and waived any objection thereto. The Issuer shall deliver the shares from any conversion to the Investor (in any name directed by the Investor) within 3 (three) business days of conversion notice delivery.

3. Conversion Delays . If the Issuer fails to deliver shares in accordance with the timeframe stated in Section 2, the Investor, at any time prior to selling all of those shares, may rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares and have the rescinded conversion amount returned to the Principal Sum with the rescinded conversion shares returned to the Issuer (under the Investor's and the Issuer's expectations that any returned conversion amounts will tack back to the original date of the Note). In addition, for each conversion, in the event that shares are not delivered by the fourth business day (inclusive of the day of conversion), a penalty of $2,000 per day will be assessed for each day after the third business day (inclusive of the day of the conversion) until share delivery is made; and such penalty will be added to the Principal Sum of the Note (under the Investor's and the Issuer's expectations that any penalty amounts will tack back to the original date of the Note).

4. Reservation of Shares . At all times during which this Note is convertible, the Issuer will reserve from its authorized and unissued Common Stock to provide for the issuance of Common Stock upon the full conversion of this Note. The Issuer will at all times reserve at least 9,400,000 shares of Common Stock for conversion.

5. This Section 5 intentionally left blank.

6. Terms of Future Financings . So long as this Note is outstanding, upon any issuance by the Issuer or any of its subsidiaries of any security with any term more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to the Investor in this Note, then the Issuer shall notify the Investor of such additional or more favorable term and such term, at the Investor's option, shall become a part of the transaction documents with the Investor. The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, conversion lookback periods, interest rates, original issue discounts, stock sale price, private placement price per share, and warrant coverage.

7. Default The following are events of default under this Note: (i) the Issuer shall fail to pay any principal under the Note when due and payable (or payable by conversion) thereunder; or (ii} the Issuer shall fail to pay any interest or any other amount under the Note when due and payable (or payable by conversion) thereunder; or (iii) a receiver, trustee or other similar official shall be appointed over the Issuer or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; or (iv) the Issuer shall become insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (v) the Issuer shall make a general assignment for the benefit of creditors; or (vi) the Issuer shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (vii) an involuntary proceeding shall be commenced or filed against the Issuer; or (viii) the Issuer shall lose its status as "DTC Eligible" or the Issuer's shareholders shall lose the ability to deposit (either electronically or by physical certificates, or otherwise) shares into the DTC System; or (ix) the Issuer shall become delinquent in its filing requirements as a fully-reporting issuer registered with the SEC; or (x) the Issuer shall fail to meet all requirements to satisfy the availability of Rule 144 to the Investor or its assigns including but not limited to timely fulfillment of its filing requirements as a fully-reporting issuer registered with the SEC, requirements for XBRL filings, and requirements for disclosure of financial statements on its website.

8. Remedies . In the event of any default, the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages, fees and other amounts owing in respect thereof through the date of acceleration, shall become, at the Investor's election, immediately due and payable in cash at the Mandatory Default Amount. The Mandatory Default Amount means the greater of (i) the outstanding principal amount of this Note, plus all accrued and unpaid interest, liquidated damages, fees and other amounts hereon, divided by the Conversion Price on the date the Mandatory Default Amounts is either demanded or paid in full, whichever has a lower Conversion Price, multiplied by the VWAP on the date the Mandatory Default Amounts is either demanded or paid in full, whichever has a higher VWAP, or (ii) 150% of the outstanding principal amount of this Note, plus 100% of accrued and unpaid interest, liquidated damages, fees and other amounts hereon. Commencing five (5) days after the occurrence of any event of default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In connection with such acceleration described herein, the Investor need not provide, and the Issuer hereby waives, any presentment, demand, protest or other notice of any kind, and the Investor may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Investor at any time prior to payment hereunder and the Investor shall have all rights as a holder of the note until such time, if any, as the Investor receives full payment pursuant to this Section 8. No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon. Nothing herein shall limit the Investor's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver certificates representing shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof.

9. No Shorting . The Investor agrees that so long as this Note from the Issuer to the Investor remains outstanding, the Investor will not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a net short position with respect to the Common Stock of the Issuer. The Issuer acknowledges and agrees that upon delivery of a conversion notice by the Investor, the Investor immediately owns the shares of Common Stock described in the conversion notice and any sale of those shares issuable under such conversion notice would not be considered short sales.

10. Assignability . The Issuer may not assign this Note. This Note will be binding upon the Issuer and its successors and will inure to the benefit of the Investor and its successors and assigns and may be assigned by the Investor to anyone without the Issuer's approval.

11. Governing Law . This Note will be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without regard to the conflict of laws principles thereof. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of Florida or in the federal courts located in Miami-Dade County, in the State of Florida. Both parties and the individuals signing this Agreement agree to submit to the jurisdiction of such courts.

12. Delivery of Process by the Investor to the Issuer . In the event of any action or proceeding by the Investor against the Issuer, and only by the Investor against the Issuer, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by the Investor via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Issuer at its last known attorney as set forth in its most recent SEC filing.

13. Attorney Fees . If any attorney is employed by either party with regard to any legal or equitable action, arbitration or other proceeding brought by such party for enforcement of this Note or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Note, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

14. Opinion of Counsel. In the event that an opinion of counsel is needed for any matter related to this Note, the Investor has the right to have any such opinion provided by its counsel. Investor also has the right to have any such opinion provided by Issuer's counsel.

15. —
served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

Issuer:

By: /s/ Gannon Giguiere
Eventure Interactive, Inc.
Gannon Giguiere
Chief Executive Officer

Date: December 16, 2014

Investor:

By: Justin Ederle
JMJ Financial
Its Principal

Date: December 16, 2014

EXHIBIT 10.46

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: $64,000.00 **Issue Date: December 18, 2014**
Purchase Price: $64,000.00

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED , **EVENTURE INTERACTIVE, INC.** , a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of **KBM WORLDWIDE, INC.** , a New York corporation, or registered assigns (the "Holder") the sum of $64,000.00 together with any interest as set forth herein, on September 23, 2015 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of eight percent (8%) (the "Interest Rate") per annum from the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Any amount of principal or interest on this Note which is not paid when due shall bear interest at the rate of twenty two percent (22%) per annum from the due date thereof until the same is paid ("Default Interest"). Interest shall commence accruing on the date that the Note is fully paid and shall be computed on the basis of a 365-day year and the actual number of days elapsed. All payments due hereunder (to the extent not converted into common stock, $0.001 par value per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Securities Purchase Agreement dated the date hereof, pursuant to which this Note was originally issued (the "Purchase Agreement").

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right . The Holder shall have the right from time to time, and at any time during the period beginning on the date which is one hundred eighty (180) days following the date of this Note and ending on the later of: (i) the Maturity Date and (ii) the date of payment of the Default Amount (as defined in Article III) pursuant to Section 1.6(a) or Article III, each in respect of the remaining outstanding principal amount of this Note to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non- assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at the conversion price (the "Conversion Price") determined as provided herein (a "Conversion"); provided , however , that in no event shall the Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of the Notes or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, provided , further , however , that the limitations on conversion may be waived by the Holder upon, at the election of the Holder, not less than 61 days' prior notice to the Borrower, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver). The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower by the Holder in accordance with Section 1.4 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower before 6:00 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the principal amount of this Note to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such principal amount at the interest rates provided in this Note to the Conversion Date, plus (3) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2) plus (4) at the Holder's option, any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof.

1.2 Conversion Price .

(a) Calculation of Conversion Price . The conversion price (the "Conversion Price") shall equal the Variable Conversion Price (as defined herein) (subject to equitable adjustments for stock splits, stock dividends or rights offerings by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events). The "Variable Conversion Price" shall mean 58% multiplied by the Market Price (as defined herein) (representing a discount rate of 42%). "Market Price" means the average of the lowest three (3) Trading Prices (as defined below) for the Common Stock during the ten (10) Trading Day period ending on the latest complete Trading Day prior to the Conversion Date. "Trading Price" means, for any security as of any date, the closing bid price on the Over-the-Counter Bulletin Board, Pink Sheets electronic quotation system or applicable trading market (the "OTC") as reported by a reliable reporting service ("Reporting Service") designated by the Holder (i.e. Bloomberg) or, if the OTC is not the principal trading market for such security, the closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded or, if no closing bid price of such security is available in any of the foregoing manners, the average of the closing bid prices of any market makers for such security that are listed in the "pink sheets". If the Trading Price cannot be calculated for such security on such date in the manner provided above, the Trading Price shall be the fair market value as mutually determined by the Borrower and the holders of a majority in interest of the Notes being converted for which the calculation of the Trading Price is required in order to determine the Conversion Price of such Notes. "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the OTC, or on the principal securities exchange or other securities market on which the Common Stock is then being traded.

(b) Conversion Price During Major Announcements . Notwithstanding anything contained in Section 1.2(a) to the contrary, in the event the Borrower (i) makes a public announcement that it intends to consolidate or merge with any other corporation (other than a merger in which the Borrower is the surviving or continuing corporation and its capital stock is unchanged) or sell or transfer all or substantially all of the assets of the Borrower or (ii) any person, group or entity (including the Borrower) publicly announces a tender offer to purchase 50% or more of the Borrower's Common Stock (or any other takeover scheme) (the date of the announcement referred to in clause (i) or (ii) is hereinafter referred to as the "Announcement Date"), then the Conversion Price shall, effective upon the Announcement Date and continuing through the Adjusted Conversion Price Termination Date (as defined below), be equal to the lower of (x) the Conversion Price which would have been applicable for a Conversion occurring on the Announcement Date and (y) the Conversion Price that would otherwise be in effect. From and after the Adjusted Conversion Price Termination Date, the Conversion Price shall be determined as set forth in this Section 1.2(a). For purposes hereof, "Adjusted Conversion Price Termination Date" shall mean, with respect to any proposed transaction or tender offer (or takeover scheme) for which a public announcement as contemplated by this Section 1.2(b) has been made, the date upon which the Borrower (in the case of clause (i) above) or the person, group or entity (in the case of clause (ii) above) consummates or publicly announces the termination or abandonment of the proposed transaction or tender offer (or takeover scheme) which caused this Section 1.2(b) to become operative.

1.3 Authorized Shares . The Borrower covenants that during the period the conversion right exists, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of Common Stock upon the full conversion of this Note issued pursuant to the Purchase Agreement. The Borrower is required at all times to have authorized and reserved five times the number of shares that is actually issuable upon full conversion of the Note (based on the Conversion Price of the Notes in effect from time to time)(the "Reserved Amount"). The Reserved Amount shall be increased from time to time in accordance with the Borrower's obligations hereunder. The Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Borrower shall issue any securities or make any change to its capital structure which would change the number of shares of Common Stock into which the Notes shall be convertible at the then current Conversion Price, the Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of the outstanding Notes. The Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the Common Stock issuable upon conversion of this Note, and (ii) agrees that its issuance of this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for shares of Common Stock in accordance with the terms and conditions of this Note.

If, at any time the Borrower does not maintain the Reserved Amount it will be considered an Event of Default under Section 3.2 of the Note.

1.4 Method of Conversion .

(a) Mechanics of Conversion . This Note may be converted by the Holder in whole or in part at any time from time to time commencing 180 days following the Issue Date (subject to acceleration as provided herein), by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., New York, New York time) and (B) subject to Section 1.4(b), surrendering this Note at the principal office of the Borrower.

(b) Surrender of Note Upon Conversion . Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie*, be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Note is converted as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid principal amount of this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

(c) Payment of Taxes . The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Note in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion . Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.4, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (the "Deadline") (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof and the Purchase Agreement.

(e) Obligation of Borrower to Deliver Common Stock . Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is received by the Borrower before 5:00 p.m., New York, New York time, on such date.

(f) Delivery of Common Stock by Electronic Transfer . In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions contained in Section 1.1 and in this Section 1.4, the Borrower shall use its best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

(g) Failure to Deliver Common Stock Prior to Deadline . Without in any way limiting the Holder's right to pursue other remedies, including actual damages and/or equitable relief, the parties agree that if delivery of the Common Stock issuable upon conversion of this Note is not delivered by the Deadline (other than a failure due to the circumstances described in Section 1.3 above, which failure shall be governed by such Section) the Borrower shall pay to the Holder $2,000 per day in cash, for each day beyond the Deadline that the Borrower fails to deliver such Common Stock through willful or deliberate hindrances on the part of the Borrower. Such cash amount shall be paid to Holder by the fifth day of the month following the month in which it has accrued or, at the option of the Holder (by written notice to the Borrower by the first day of the month following the month in which it has accrued), shall be added to the principal amount of this Note, in which event interest shall accrue thereon in accordance with the terms of this Note and such additional principal amount shall be convertible into Common Stock in accordance with the terms of this Note. The Borrower agrees that the right to convert is a valuable right to the Holder. The damages resulting from a failure, attempt to frustrate, interference with such conversion right are difficult if not impossible to qualify. Accordingly the parties acknowledge that the liquidated damages provision contained in this Section 1.4(g) are justified.

1.5 Concerning the Shares . The shares of Common Stock issuable upon conversion of this Note may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such shares are sold or transferred pursuant to Rule 144 under the Act (or a successor rule) ("Rule 144") or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.5 and who is an Accredited Investor (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement (and subject to the removal provisions set forth below), until such time as the shares of Common Stock issuable upon conversion of this Note have been registered under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for shares of Common Stock issuable upon conversion of this Note that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if (i) the Borrower or its transfer agent shall have received an opinion of counsel, in the form of the Form of Opinion attached as Exhibit B to the Note,, which opinion shall be accepted by the Company so that the sale or transfer is effected or (ii) in the case of the Common Stock issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold. In the event that the Company does not accept the opinion of counsel provided by the Holder with respect to the transfer of Securities pursuant to an exemption from registration, such as Rule 144 or Regulation S, at the Deadline, it will be considered an Event of Default pursuant to Section 3.2 of the Note.

1.6 Effect of Certain Events .

(a) Effect of Merger, Consolidation, Etc . At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall either: (i) be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III) or (ii) be treated pursuant to Section 1.6(b) hereof. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc . If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.6(b) unless (a) it first gives, to the extent practicable, thirty (30) days prior written notice (but in any event at least fifteen (15) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Section 1.6 (b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution . If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(d) Purchase Rights . If, at any time when any Notes are issued and outstanding, the Borrower issues any convertible securities or rights to purchase stock, warrants, securities or other property (the "Purchase Rights") pro rata to the record holders of any class of Common Stock, then the Holder of this Note will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion contained herein) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(e) Notice of Adjustments . Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, the Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Borrower shall, upon the written request at any time of the Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note.

1.7 Trading Market Limitations . Unless permitted by the applicable rules and regulations of the principal securities market on which the Common Stock is then listed or traded, in no event shall the Borrower issue upon conversion of or otherwise pursuant to this Note and the other Notes issued pursuant to the Purchase Agreement more than the maximum number of shares of Common Stock that the Borrower can issue pursuant to any rule of the principal United States securities market on which the Common Stock is then traded (the "Maximum Share Amount"), which shall be 4.99% of the total shares outstanding on the Closing Date (as defined in the Purchase Agreement), subject to equitable adjustment from time to time for stock splits, stock dividends, combinations, capital reorganizations and similar events relating to the Common Stock occurring after the date hereof. Once the Maximum Share Amount has been issued, if the Borrower fails to eliminate any prohibitions under applicable law or the rules or regulations of any stock exchange, interdealer quotation system or other self-regulatory organization with jurisdiction over the Borrower or any of its securities on the Borrower's ability to issue shares of Common Stock in excess of the Maximum Share Amount, in lieu of any further right to convert this Note, this will be considered an Event of Default under Section 3.3 of the Note.

1.8 Status as Shareholder . Upon submission of a Notice of Conversion by a Holder, (i) the shares covered thereby (other than the shares, if any, which cannot be issued because their issuance would exceed such Holder's allocated portion of the Reserved Amount or Maximum Share Amount) shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a Holder of such converted portion of this Note shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of this Note. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the expiration of the Deadline with respect to a conversion of any portion of this Note for any reason, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of this Note with respect to such unconverted portions of this Note and the Borrower shall, as soon as practicable, return such unconverted Note to the Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of this Note has not been converted. In all cases, the Holder shall retain all of its rights and remedies (including, without limitation, (i) the right to receive Conversion Default Payments pursuant to Section 1.3 to the extent required thereby for such Conversion Default and any subsequent Conversion Default and (ii) the right to have the Conversion Price with respect to subsequent conversions determined in accordance with Section 1.3) for the Borrower's failure to convert this Note.

1.9 Prepayment . Notwithstanding anything to the contrary contained in this Note, at any time during the periods set forth on the table immediately following this paragraph (the "Prepayment Periods"), the Borrower shall have the right, exercisable on not less than three (3) Trading Days prior written notice to the Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1.9. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), the Borrower shall make payment of the Optional Prepayment Amount (as defined below) to Holder, or upon the order of the Holder as specified by the Holder in writing to the Borrower, at least one (1) business day prior to the Optional Prepayment Date. If the Borrower exercises its right to prepay the Note, the Borrower shall make payment to the Holder of an amount in cash (the "Optional Prepayment Amount") equal to the percentage ("Prepayment Percentage") as set forth in the table immediately following this paragraph opposite the applicable Prepayment Period, multiplied by the sum of: (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the Optional Prepayment Date plus (y) Default Interest, if any, on the amounts referred to in clauses (w) and (x) plus (z) any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof. I.

Prepayment Period	Prepayment Percentage
1. The period beginning on the Issue Date and ending on the date which is thirty (30) days following the Issue Date.	115%
2. The period beginning on the date which is thirty-one (31) days following the Issue Date and ending on the date which is sixty (60) days following the Issue Date	120%
3. The period beginning on the date which is sixty-one (61) days following the Issue Date and ending on the date which is ninety (90) days following the Issue Date	125%
4. The period beginning on the date that is ninety-one (91) day from the Issue Date and ending one hundred twenty (120) days following the Issue Date	130%
5. The period beginning on the date that is one hundred twenty-one (121) day from the Issue Date and ending one hundred fifty (150) days following the Issue Date	135%
6. The period beginning on the date that is one hundred fifty-one (151) day from the Issue Date and ending one hundred eighty (180) days following the Issue Date	140%

After the expiration of one hundred eighty (180) days following the Issue Date, the Borrower shall have no right of prepayment.

ARTICLE II. CERTAIN COVENANTS

2.1 Distributions on Capital Stock . So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan.

2.2 Restriction on Stock Repurchases . So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent redeem, repurchase or otherwise acquire (whether for cash or in exchange for property or other securities or otherwise) in any one transaction or series of related transactions any shares of capital stock of the Borrower or any warrants, rights or options to purchase or acquire any such shares.

2.3 Borrowings . So long as the Borrower shall have any obligation under this Note, the Borrower can borrow whatever it deems necessary so long as that does not render the Borrower a "Shell" company as defined in Rule 12b-2 under the Securities Exchange Act of 1934.

2.4 Sale of Assets . So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business. Any consent to the disposition of any assets may be conditioned on a specified use of the proceeds of disposition.

2.5 Advances and Loans . So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, lend money, give credit or make advances to any person, firm, joint venture or corporation, including, without limitation, officers, directors, employees, subsidiaries and affiliates of the Borrower, except loans, credits or advances (a) in existence or committed on the date hereof and which the Borrower has informed Holder in writing prior to the date hereof, (b) made in the ordinary course of business or (c) not in excess of $100,000.

ARTICLE III. EVENTS OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal or Interest . The Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at maturity, upon acceleration or otherwise.

3.2 Conversion and the Shares . The Borrower through willful or deliberate hindrances on the part of the Borrower, fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an event of default of this Note, if a conversion of this Note is delayed, hindered or frustrated due to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty eight (48) hours of a demand from the Holder.

3.3 Breach of Covenants . The Borrower breaches any material covenant or other material term or condition contained in this Note and any collateral documents including but not limited to the Purchase Agreement and such breach continues for a period of ten (10) days after written notice thereof to the Borrower from the Holder.

3.4 Breach of Representations and Warranties . Any representation or warranty of the Borrower made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Purchase Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.5 Receiver or Trustee . The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Judgments . Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than $50,000, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

3.7 Bankruptcy . Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.8 Delisting of Common Stock . The Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the Pink Sheets electronic quotation system) or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange.

3.9 Failure to Comply with the Exchange Act . The Borrower shall fail to comply with the reporting requirements of the Exchange Act; and/or the Borrower shall cease to be subject to the reporting requirements of the Exchange Act.

3.10 Liquidation . Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.11 Cessation of Operations . Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.12 Maintenance of Assets . The failure by Borrower to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

3.13 Financial Statement Restatement . The restatement of any financial statements filed by the Borrower with the SEC for any date or period from two years prior to the Issue Date of this Note and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the unrestated financial statement, have constituted a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.14 Reverse Splits . The Borrower effectuates a reverse split of its Common Stock without twenty (20) days prior written notice to the Holder.

3.15 Replacement of Transfer Agent . In the event that the Borrower proposes to replace its transfer agent, the Borrower fails to provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to the Purchase Agreement (including but not limited to the provision to irrevocably reserve shares of Common Stock in the Reserved Amount) signed by the successor transfer agent to Borrower and the Borrower.

3.16 Cross-Default . Notwithstanding anything to the contrary contained in this Note or the other related or companion documents, a breach or default by the Borrower of any covenant or other term or condition contained in any of the Other Agreements, after the passage of all applicable notice and cure or grace periods, shall, at the option of the Holder, be considered a default under this Note and the Other Agreements, in which event the Holder shall be entitled (but in no event required) to apply all rights and remedies of the Holder under the terms of this Note and the Other Agreements by reason of a default under said Other Agreement or hereunder. "Other Agreements" means, collectively, all agreements and instruments between, among or by: (1) the Borrower, and, or for the benefit of, (2) the Holder and any affiliate of the Holder, including, without limitation, promissory notes; provided, however, the term "Other Agreements" shall not include the related or companion documents to this Note. Each of the loan transactions will be cross-defaulted with each other loan transaction and with all other existing and future debt of Borrower to the Holder. This Section 3.16 only applies to Cross Defaults occurring with any other obligations held by the Holder.

Upon the occurrence and during the continuation of any Event of Default specified in Section 3.1 (solely with respect to failure to pay the principal hereof or interest thereon when due at the Maturity Date), the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the Default Sum (as defined herein). UPON THE OCCURRENCE AND DURING THE CONTINUATION OF ANY EVENT OF DEFAULT SPECIFIED IN SECTION 3.2, THE NOTE SHALL BECOME IMMEDIATELY DUE AND PAYABLE AND THE BORROWER SHALL PAY TO THE HOLDER, IN FULL SATISFACTION OF ITS OBLIGATIONS HEREUNDER, AN AMOUNT EQUAL TO: (Y) THE DEFAULT SUM (AS DEFINED HEREIN); MULTIPLIED BY (Z) TWO (2). Upon the occurrence and during the continuation of any Event of Default specified in Sections 3.1 (solely with respect to failure to pay the principal hereof or interest thereon when due on this Note upon a Trading Market Prepayment Event pursuant to Section 1.7 or upon acceleration), 3.3, 3.4, 3.6, 3.8, 3.9, 3.11, 3.12, 3.13, 3.14, and/or 3. 15 exercisable through the delivery of written notice to the Borrower by such Holders (the "Default Notice"), and upon the occurrence of an Event of Default specified the remaining sections of Articles III (other than failure to pay the principal hereof or interest thereon at the Maturity Date specified in Section 3,1 hereof), the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the greater of (i) 150% times the sum of (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the date of payment (the "Mandatory Prepayment Date") plus (y) Default Interest, if any, on the amounts referred to in clauses (w) and/or (x) plus (z) any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof (the then outstanding principal amount of this Note to the date of payment plus the amounts referred to in clauses (x), (y) and (z) shall collectively be known as the "Default Sum") or (ii) the "parity value" of the Default Sum to be prepaid, where parity value means (a) the highest number of shares of Common Stock issuable upon conversion of or otherwise pursuant to such Default Sum in accordance with Article I, treating the Trading Day immediately preceding the Mandatory Prepayment Date as the "Conversion Date" for purposes of determining the lowest applicable Conversion Price, unless the Default Event arises as a result of a breach in respect of a specific Conversion Date in which case such Conversion Date shall be the Conversion Date), multiplied by (b) the highest Closing Price for the Common Stock during the period beginning on the date of first occurrence of the Event of Default and ending one day prior to the Mandatory Prepayment Date (the "Default Amount") and all other amounts payable hereunder shall immediately become due and payable, all without demand, presentment or notice, all of which hereby are expressly waived, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

If the Borrower fails to pay the Default Amount within five (5) business days of written notice that such amount is due and payable, then the Holder shall have the right at any time, so long as the Borrower remains in default (and so long and to the extent that there are sufficient authorized shares), to require the Borrower, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Borrower equal to the Default Amount divided by the Conversion Price then in effect.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver . No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices . All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

EVENTURE INTERACTIVE, INC.
3420 Bristol Street - 6th Floor
Costa Mesa, CA 92626
Attn: GANNON GIGUIERE, Chief Executive Officer
Facsimile:

With a copy by fax only to (which copy shall not constitute notice):

Crone Kline Rinde LLP
Attn: Scott Rapfogel, Esq.
488 Madison Avenue
New York, NY 10022
Facsimile: 212-400-6901
Email: srapfogel@ckrlaw.com

If to the Holder:

KBM WORLDWIDE, INC.
80 Cuttermill Road – Suite 410
Great Neck, NY 11021
Attn: Seth Kramer, President
e-mail: info@kbmworldwide.com

With a copy by fax only to (which copy shall not constitute notice):

Naidich Wurman Birnbaum & Maday, LLP
Att: Judah A. Eisner, Esq.
Attn: Bernard S. Feldman, Esq. facsimile: 516-466-3555
e-mail: dyork@nwbmlaw.com

4.3 Amendments . This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument (and the other Notes issued pursuant to the Purchase Agreement) as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.4 Assignability . This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the 1933 Act). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

4.5 Cost of Collection . If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

4.6 Governing Law . This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of New York or in the federal courts located in the state and county of Nassau. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens* . The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

4.7 Certain Amounts . Whenever pursuant to this Note the Borrower is required to pay an amount in excess of the outstanding principal amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest plus Default Interest on such interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on this Note may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a penalty and is intended to compensate the Holder in part for loss of the opportunity to convert this Note and to earn a return from the sale of shares of Common Stock acquired upon conversion of this Note at a price in excess of the price paid for such shares pursuant to this Note. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert this Note into shares of Common Stock.

4.8 Purchase Agreement . By its acceptance of this Note, each party agrees to be bound by the applicable terms of the Purchase Agreement.

4.9 Notice of Corporate Events . Except as otherwise provided below, the Holder of this Note shall have no rights as a Holder of Common Stock unless and only to the extent that it converts this Note into Common Stock. The Borrower shall provide the Holder with prior notification of any meeting of the Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by the Borrower of a record of its shareholders for the purpose of determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any proposed sale, lease or conveyance of all or substantially all of the assets of the Borrower or any proposed liquidation, dissolution or winding up of the Borrower, the Borrower shall mail a notice to the Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. The Borrower shall make a public announcement of any event requiring notification to the Holder hereunder substantially simultaneously with the notification to the Holder in accordance with the terms of this Section 4.9.

4.10 Remedies . The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer this December 18, 2014.

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguiere
GANNON GIGUIERE
Chief Executive Officer

EXHIBIT 10.47

NEITHER THESE SECURITIES NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THIS NOTE DOES NOT REQUIRE PHYSICAL SURRENDER OF THE NOTE IN THE EVENT OF A PARTIAL REDEMPTION OR CONVERSION. AS A RESULT, FOLLOWING ANY REDEMPTION OR CONVERSION OF ANY PORTION OF THIS NOTE, THE OUTSTANDING PRINCIPAL AMOUNT REPRESENTED BY THIS NOTE MAY BE LESS THAN THE PRINCIPAL AMOUNT AND ACCRUED INTEREST SET FORTH BELOW.

10% CONVERTIBLE PROMISSORY NOTE OF

EVENTURE INTERACTIVE, INC.

Issuance Date: January 23, 2015
Total Face Value of Note: $330,000

THIS NOTE is a duly authorized Convertible Promissory Note of Eventure Interactive, Inc. a corporation duly organized and existing under the laws of the State of Nevada (the **"Company"**), designated as the Company's 10% Convertible Promissory Note due January 23, 2016 **("Maturity Date"**) in the principal amount of$330,000 (the **"Note"**).

For VALUE RECEIVED, the Company hereby promises to pay to the order of **Tangiers Investment Group, LLC** or its registered assigns or successors-in-interest (**"Holder"**) the principal sum of up to $330,000 and to pay interest on the principal balance hereof (which principal balance shall be increased by the Holder's payment of additional consideration as set forth herein and which increase shall also include the prorated amount of the original issue discount in connection with Holders payment of additional consideration) at the rate of 10%, in accordance with the terms hereof.

The initial Purchase Price will be $55,000 of consideration upon execution of the Note Purchase Agreement and all supporting documentation. The sum of $50,000 shall be remitted and delivered to the Company and $5,000 shall be retained by the Purchaser through an original issue discount for due diligence and legal bills related to this transaction. The Holder reserves the right to pay additional consideration within 270 days of execution and in any amount it desires, up to the total face value of this Note, subject to mutual approval by Tangiers and the Company. The principal sum (including the prorated amount of the original issue discount) owed by the Company shall be prorated to the amount of consideration paid by the Holder and only the consideration received by the Company, plus prorated interest and other fees and prorated original issue discount, shall be deemed owed by the Company. The original issue discount is set at 10% of any consideration paid. The Company is not responsible to repay any unfunded portion of this Note.

In addition to the interest referenced above, and in the Event of Default pursuant to Section 2(e), additional interest will accrue from the date of the Event of Default at the rate equal to the lower of 20% per annum or the highest rate permitted by law (the **"Default Rate"**).

This Note may be prepaid in whole or in part as follows:

PREPAY DATE	PREPAY AMOUNT
0-30 Days	115% of principal plus accrued interest
31-60 Days	121% of principal plus accrued interest
61-90 Days	127% of principal plus accrued interest
91-120 Days	133% of principal plus accrued interest
121-150 Days	139% of principal plus accrued interest
151-180 Days	145% of principal plus accrued interest

This Note may not be prepaid after the 180th day. Such redemption must be closed and funded within three (3) days of giving notice of redemption. The Prepay Date for any portion of the Note is determined by reference to the date on which the consideration being prepaid was received by the Company.

For purposes hereof the following terms shall have the meanings ascribed to them below:

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the City of New York are authorized or required by law or executive order to remain closed.

"Conversion Price" shall be equal to 52% of the lowest trading price of the Company's common stock during the 20 consecutive trading days prior to the date on which Holder elects to convert all or part of the Note. If the Company is placed on "chilled" status with the Depository Trust Company **("DTC"**), the discount shall be increased by 10% until such chill is remedied. If the Company is not Deposits and Withdrawal at Custodian (**"DWAC"**) eligible through their Transfer Agent and the Depository Trust Company's (**"DTC"**) Fast Automated Securities Transfer (**"FAST"**) system, the discount will be increased by 5%. In the case of both, the discount shall be a cumulative 15%.

*"**Principal Amount"*** shall refer to the sum of (i) the original principal amount of this Note (including the prorated amount of the original issue discount), (ii) all accrued but unpaid interest hereunder, and (iii) any default payments owing under the Note but not previously paid or added to the Principal Amount.

*"**Trading Day"*** shall mean a day on which there is trading on the Principal Market.

*"**Underlying Shares"*** means the shares of common stock into which the Note is convertible (including interest or principal payments in common stock as set forth herein) in accordance with the terms hereof.

The following terms and conditions shall apply to this Note:

Section 1.00 Conversion .

(a) Conversion Right. Subject to the terms hereof and restrictions and limitations contained herein, the Holder shall have the right, at the Holder's option, at any time commencing 180 days from the date hereof, to convert the outstanding Principal Amount and interest under this Note in whole or in part.

(b) The date of any Conversion Notice hereunder and any Payment Date shall be referred to herein as the **"Conversion Date"** .

(i) Stock Certificates or DWAC. The Company will deliver to the Holder, or Holder's authorized designee, no later than two 2 Trading Days after the Conversion Date, a certificate or certificates (which certificate(s) shall be free of restrictive legends and trading restrictions) representing the number of shares of Common Stock being acquired upon the conversion of this Note. In lieu of delivering physical certificates representing the shares of Common Stock issuable upon conversion of this Note, provided the Company's transfer agent is participating in the Depository Trust Company (**"DTC"**) Fast Automated Securities Transfer (**"FAST"**) program, upon request of the Holder, the Company shall use commercially reasonable efforts to cause its transfer agent to electronically transmit such shares issuable upon conversion to the Holder (or its designee), by crediting the account of the Holder's (or such designee's) prime broker with DTC through its Deposits and Withdrawal at Custodian (**"DWAC"**) program (provided that the same time periods herein as for stock certificates shall apply).

(ii) Charges, Expenses. Issuance of Common Stock to Holder, or any of its assignees, upon the conversion of this Note shall be made without charge to the Holder for any issuance fee, transfer tax, postage/mailing charge or any other expense with respect to the issuance of such Common Stock. Company shall pay all Transfer Agent fees incurred from the issuance of the Common stock to Holder and acknowledges that this is a material obligation of this Note.

If the Company fails to deliver to the Holder such certificate or certificates (or shares through DTC) pursuant to this Section (free of any restrictions on transfer or legends) prior to 3 Trading Days after the Conversion Date, the Company shall pay to the Holder as liquidated damages an amount equal to $1,000 per day, until such certificate or certificates are delivered. The Company acknowledges that it would be extremely difficult or impracticable to determine the Holder's actual damages and costs resulting from a failure to deliver the Common Stock and the inclusion herein of any such additional amounts are the agreed upon liquidated damages representing a reasonable estimate of those damages and costs. Such liquidated damages will be automatically added to the Principal Amount of the Note.

(c) Reservation and Issuance of Underlying Securities. The Company covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of this Note (and repayments in Common Stock), free from preemptive rights or any other actual contingent purchase rights of persons other than the Holder, **not less than three times the number of shares of Common Stock** as shall be issuable (taking into account the adjustments under this Section 1 but without regard to any ownership limitations contained herein) upon the conversion of this Note to Common Stock (the "Required Reserve"). These shares shall be reserved in proportion with the consideration actually received by the Company and the total sharers reserved will be increased with future payments of consideration by Holder to ensure the Required Reserve is met. The Company covenants that all shares of Common Stock that shall be issuable will, upon issue, be duly authorized, validly issued, fully paid, non-assessable and freely tradable. If the amount of shares on reserve at the Transfer Agent for this Note in Holder's name shall drop below the Required Reserve, the Company will, within two (2) business days of written notification from Holder, instruct the Transfer Agent to increase the number of shares so that the Required Reserve is met. The Company agrees that this is a material term of this Note and any breach of this will result in a default of the Note.

(d) Conversion Limitation. The Holder will not submit a conversion to the Company that would result in the Holder owning more than 9.99% of the then total outstanding shares of the Company ("Restricted Ownership Percentage").

Section 2.00 Defaults and Remedies.

(e) Events of Default. An **"Event of Default"** is: (i) a default in payment of any amount due hereunder which default continues for more than 5 business days after the due date; (ii) a default in the timely issuance of underlying shares upon and in accordance with terms hereof, which default continues for 3 Business Days after the Company has failed to issue shares or deliver stock certificates within the 3rd day following the Conversion Date; (iii) failure by the Company for 3 days after notice has been received by the Company to comply with any material provision of the Note Purchase Agreement; (iv) failure of the Company to remain compliant with DTC, thus incurring a "chilled" status with DTC; (v) if the Company is subject to any Bankruptcy Event; (vi) any failure of the Company to satisfy its "filing" obligations under the rules and guidelines issued by OTC Markets News Service, OTC Markets.com and their affiliates; (vii) any failure of the Company to provide the Holder with information related to the corporate structure including, but not limited to, the number of authorized and outstanding shares, public float, etc. within 2 business days of request by Holder; (viii) failure to have sufficient number of authorized but unissued shares of the Company's Common Stock available for any conversion; (ix) failure of Company's Common Stock to maintain a bid price in its trading market which occurs for at least 3 consecutive Trading Days; (x) any delisting for any reason; (xi) failure by Company to pay any of its Transfer Agent fees or to maintain a Transfer Agent of record; (xii) any trading suspension imposed by the Securities and Exchange Commission under Sections 120) or 12(k) of the 1934 Act; (xiii) any breach of Section 1.00 (c); or (xiv) any default after any cure period under, or acceleration prior to maturity of, any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by the Company in excess of $50,000 or for money borrowed the repayment of which is guaranteed by the Company in excess of $50,000, whether such indebtedness or guarantee now exists or shall be created hereafter;

Remedies. If an Event of Default occurs and is continuing with respect to the Note, the Holder may declare all of the then outstanding Principal Amount of this Note, including any interest due thereon, to be due and payable immediately without further action or notice. In the event of such acceleration, the amount due and owing to the Holder shall be increased to 150% of the outstanding Principal Amount of the Note held by the Holder plus all accrued and unpaid interest, fees, and liquidated damages, if any. Additionally, this Note shall accrue interest on any unpaid principal from and after the occurrence and during the continuance of an Event of Default at a rate of20%. Finally, the Note will accrue liquidated damages of$500 per day from and after the occurrence and during the continuance of an Event of Default. The Company acknowledges that it would be extremely difficult or impracticable to determine the Holder's actual damages and costs resulting from an Event of Default and any such additional amounts are the agreed upon liquidated damages representing a reasonable estimate of those damages and costs. The remedies under this Note shall be cumulative and automatically added to the principal value of the Note.

Section 3.00 General.

(f) Payment of Expenses . The Company agrees to pay all reasonable charges and expenses, including attorneys' fees and expenses, which may be incurred by the Holder in successfully enforcing this Note and/or collecting any amount due under this Note.

(g) Assignment, Etc. The Holder may assign or transfer this Note to any transferee at its sole discretion. This Note shall be binding upon the Company and its successors and shall inure to the benefit of the Holder and its successors and permitted assigns.

(h) Governing Law; Jurisdiction.

(i) Governing Law. This note will be governed by and construed in accordance with the laws of the state of California without regard to any conflicts of laws or provisions thereof that would otherwise require the application of the law of any other jurisdiction.

(ii) Jurisdiction. Any dispute or claim arising to or in any way related to this Note or the rights and obligations of each of the parties hereto shall be settled by binding arbitration in San Diego, California. All arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association (**"AAA"**). AAA shall designate an arbitrator from an approved list of arbitrators following both parties' review and deletion of those arbitrators on the approved list having a conflict of interest with either party. The Company agrees that a final non-appealable judgment in any such suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on such judgment or in any other lawful manner.

(ii) No Jury Trial. The Company hereto knowingly and voluntarily waives any and all rights it may have to a trial by jury with respect to any litigation based on, or arising out of, under, or in connection with, this note.

IN WITNESS WHEREOF, the Company has caused this Convertible Promissory Note to be duly executed on the day and in the year first above written.

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguiere
Name: Gannon Giguiere
Title: President, CEO
Date: January 23, 2015

This Note is acknowledged as: Note of January 23, 2015

EXHIBIT 10.48

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: $48,000.00 **Issue Date: January 29, 2015**
Purchase Price: $48,000.00

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED , **EVENTURE INTERACTIVE, INC.** , a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of **KBM WORLDWIDE, INC.** , a New York corporation, or registered assigns (the "Holder") the sum of $48,000.00 together with any interest as set forth herein, on November 2, 2015 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of eight percent (8%) (the "Interest Rate") per annum from the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Any amount of principal or interest on this Note which is not paid when due shall bear interest at the rate of twenty two percent (22%) per annum from the due date thereof until the same is paid ("Default Interest"). Interest shall commence accruing on the date that the Note is fully paid and shall be computed on the basis of a 365-day year and the actual number of days elapsed. All payments due hereunder (to the extent not converted into common stock, $0.001 par value per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Securities Purchase Agreement dated the date hereof, pursuant to which this Note was originally issued (the "Purchase Agreement").

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right . The Holder shall have the right from time to time, and at any time during the period beginning on the date which is one hundred eighty (180) days following the date of this Note and ending on the later of: (i) the Maturity Date and (ii) the date of payment of the Default Amount (as defined in Article III) pursuant to Section 1.6(a) or Article III, each in respect of the remaining outstanding principal amount of this Note to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at the conversion price (the "Conversion Price") determined as provided herein (a "Conversion"); provided , however , that in no event shall the Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of the Notes or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 4.99% of the outstanding shares of Common Stock. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, provided , further , however , that the limitations on conversion may be waived by the Holder upon, at the election of the Holder, not less than 61 days' prior notice to the Borrower, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver). The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower by the Holder in accordance with Section 1.4 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower before 6:00 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the principal amount of this Note to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such principal amount at the interest rates provided in this Note to the Conversion Date, plus (3) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2) plus (4) at the Holder's option, any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof.

1.2 Conversion Price .

(a) Calculation of Conversion Price . The conversion price (the "Conversion Price") shall equal the Variable Conversion Price (as defined herein) (subject to equitable adjustments for stock splits, stock dividends or rights offerings by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events). The "Variable Conversion Price" shall mean 58% multiplied by the Market Price (as defined herein) (representing a discount rate of 42%). "Market Price" means the average of the lowest three (3) Trading Prices (as defined below) for the Common Stock during the ten (10) Trading Day period ending on the latest complete Trading Day prior to the Conversion Date. "Trading Price" means, for any security as of any date, the closing bid price on the Over-the-Counter Bulletin Board, Pink Sheets electronic quotation system or applicable trading market (the "OTC") as reported by a reliable reporting service ("Reporting Service") designated by the Holder (i.e. Bloomberg) or, if the OTC is not the principal trading market for such security, the closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded or, if no closing bid price of such security is available in any of the foregoing manners, the average of the closing bid prices of any market makers for such security that are listed in the "pink sheets". If the Trading Price cannot be calculated for such security on such date in the manner provided above, the Trading Price shall be the fair market value as mutually determined by the Borrower and the holders of a majority in interest of the Notes being converted for which the calculation of the Trading Price is required in order to determine the Conversion Price of such Notes. "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the OTC, or on the principal securities exchange or other securities market on which the Common Stock is then being traded.

(b) Conversion Price During Major Announcements . Notwithstanding anything contained in Section 1.2(a) to the contrary, in the event the Borrower (i) makes a public announcement that it intends to consolidate or merge with any other corporation (other than a merger in which the Borrower is the surviving or continuing corporation and its capital stock is unchanged) or sell or transfer all or substantially all of the assets of the Borrower or (ii) any person, group or entity (including the Borrower) publicly announces a tender offer to purchase 50% or more of the Borrower's Common Stock (or any other takeover scheme) (the date of the announcement referred to in clause (i) or (ii) is hereinafter referred to as the "Announcement Date"), then the Conversion Price shall, effective upon the Announcement Date and continuing through the Adjusted Conversion Price Termination Date (as defined below), be equal to the lower of (x) the Conversion Price which would have been applicable for a Conversion occurring on the Announcement Date and (y) the Conversion Price that would otherwise be in effect. From and after the Adjusted Conversion Price Termination Date, the Conversion Price shall be determined as set forth in this Section 1.2 (a). For purposes hereof, "Adjusted Conversion Price Termination Date" shall mean, with respect to any proposed transaction or tender offer (or takeover scheme) for which a public announcement as contemplated by this Section 1.2(b) has been made, the date upon which the Borrower (in the case of clause (i) above) or the person, group or entity (in the case of clause (ii) above) consummates or publicly announces the termination or abandonment of the proposed transaction or tender offer (or takeover scheme) which caused this Section 1.2(b) to become operative.

1.3 Authorized Shares . The Borrower covenants that during the period the conversion right exists, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of Common Stock upon the full conversion of this Note issued pursuant to the Purchase Agreement. The Borrower is required at all times to have authorized and reserved eight times the number of shares that is actually issuable upon full conversion of the Note (based on the Conversion Price of the Notes in effect from time to time)(the "Reserved Amount"). The Reserved Amount shall be increased from time to time in accordance with the Borrower's obligations hereunder. The Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Borrower shall issue any securities or make any change to its capital structure which would change the number of shares of Common Stock into which the Notes shall be convertible at the then current Conversion Price, the Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of the outstanding Notes. The Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the Common Stock issuable upon conversion of this Note, and (ii) agrees that its issuance of this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for shares of Common Stock in accordance with the terms and conditions of this Note.

If, at any time the Borrower does not maintain the Reserved Amount it will be considered an Event of Default under Section 3.2 of the Note.

1.4 Method of Conversion .

(a) Mechanics of Conversion . This Note may be converted by the Holder in whole or in part at any time from time to time commencing 180 days following the Issue Date (subject to acceleration as provided herein), by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., New York, New York time) and (B) subject to Section 1.4(b), surrendering this Note at the principal office of the Borrower.

(b) Surrender of Note Upon Conversion . Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie,* be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Note is converted as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid principal amount of this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

(c) Payment of Taxes . The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Note in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion . Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.4, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (the "Deadline") (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof and the Purchase Agreement.

(e) Obligation of Borrower to Deliver Common Stock . Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is received by the Borrower before 5:00 p.m., New York, New York time, on such date.

(f) Delivery of Common Stock by Electronic Transfer . In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions contained in Section 1.1 and in this Section 1.4, the Borrower shall use its best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

(g) Failure to Deliver Common Stock Prior to Deadline . Without in any way limiting the Holder's right to pursue other remedies, including actual damages and/or equitable relief, the parties agree that if delivery of the Common Stock issuable upon conversion of this Note is not delivered by the Deadline (other than a failure due to the circumstances described in Section 1.3 above, which failure shall be governed by such Section) the Borrower shall pay to the Holder $2,000 per day in cash, for each day beyond the Deadline that the Borrower fails to deliver such Common Stock through willful or deliberate hindrances on the part of the Borrower. Such cash amount shall be paid to Holder by the fifth day of the month following the month in which it has accrued or, at the option of the Holder (by written notice to the Borrower by the first day of the month following the month in which it has accrued), shall be added to the principal amount of this Note, in which event interest shall accrue thereon in accordance with the terms of this Note and such additional principal amount shall be convertible into Common Stock in accordance with the terms of this Note. The Borrower agrees that the right to convert is a valuable right to the Holder. The damages resulting from a failure, attempt to frustrate, interference with such conversion right are difficult if not impossible to qualify. Accordingly the parties acknowledge that the liquidated damages provision contained in this Section 1.4(g) are justified.

1.5 Concerning the Shares . The shares of Common Stock issuable upon conversion of this Note may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such shares are sold or transferred pursuant to Rule 144 under the Act (or a successor rule) ("Rule 144") or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.5 and who is an Accredited Investor (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement (and subject to the removal provisions set forth below), until such time as the shares of Common Stock issuable upon conversion of this Note have been registered under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for shares of Common Stock issuable upon conversion of this Note that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if (i) the Borrower or its transfer agent shall have received an opinion of counsel, in the form of the Form of Opinion attached as Exhibit B to the Note,, which opinion shall be accepted by the Company so that the sale or transfer is effected or (ii) in the case of the Common Stock issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold. In the event that the Company does not accept the opinion of counsel provided by the Holder with respect to the transfer of Securities pursuant to an exemption from registration, such as Rule 144 or Regulation S, at the Deadline, it will be considered an Event of Default pursuant to Section 3.2 of the Note.

1.6 Effect of Certain Events .

(a) Effect of Merger, Consolidation, Etc . At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall either: (i) be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III) or (ii) be treated pursuant to Section 1.6(b) hereof. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc . If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.6(b) unless (a) it first gives, to the extent practicable, thirty (30) days prior written notice (but in any event at least fifteen (15) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Section 1.6(b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution . If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(d) Purchase Rights . If, at any time when any Notes are issued and outstanding, the Borrower issues any convertible securities or rights to purchase stock, warrants, securities or other property (the "Purchase Rights") pro rata to the record holders of any class of Common Stock, then the Holder of this Note will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion contained herein) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(e) Notice of Adjustments . Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, the Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Borrower shall, upon the written request at any time of the Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note.

1.7 Trading Market Limitations . Unless permitted by the applicable rules and regulations of the principal securities market on which the Common Stock is then listed or traded, in no event shall the Borrower issue upon conversion of or otherwise pursuant to this Note and the other Notes issued pursuant to the Purchase Agreement more than the maximum number of shares of Common Stock that the Borrower can issue pursuant to any rule of the principal United States securities market on which the Common Stock is then traded (the "Maximum Share Amount"), which shall be 4.99% of the total shares outstanding on the Closing Date (as defined in the Purchase Agreement), subject to equitable adjustment from time to time for stock splits, stock dividends, combinations, capital reorganizations and similar events relating to the Common Stock occurring after the date hereof. Once the Maximum Share Amount has been issued, if the Borrower fails to eliminate any prohibitions under applicable law or the rules or regulations of any stock exchange, interdealer quotation system or other self-regulatory organization with jurisdiction over the Borrower or any of its securities on the Borrower's ability to issue shares of Common Stock in excess of the Maximum Share Amount, in lieu of any further right to convert this Note, this will be considered an Event of Default under Section 3.3 of the Note.

1.8 Status as Shareholder . Upon submission of a Notice of Conversion by a Holder, (i) the shares covered thereby (other than the shares, if any, which cannot be issued because their issuance would exceed such Holder's allocated portion of the Reserved Amount or Maximum Share Amount) shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a Holder of such converted portion of this Note shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of this Note. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the expiration of the Deadline with respect to a conversion of any portion of this Note for any reason, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of this Note with respect to such unconverted portions of this Note and the Borrower shall, as soon as practicable, return such unconverted Note to the Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of this Note has not been converted. In all cases, the Holder shall retain all of its rights and remedies (including, without limitation, (i) the right to receive Conversion Default Payments pursuant to Section 1.3 to the extent required thereby for such Conversion Default and any subsequent Conversion Default and (ii) the right to have the Conversion Price with respect to subsequent conversions determined in accordance with Section 1.3) for the Borrower's failure to convert this Note.

1.9 Prepayment . Notwithstanding anything to the contrary contained in this Note, at any time during the periods set forth on the table immediately following this paragraph (the "Prepayment Periods"), the Borrower shall have the right, exercisable on not less than three (3) Trading Days prior written notice to the Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1.9. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), the Borrower shall make payment of the Optional Prepayment Amount (as defined below) to Holder, or upon the order of the Holder as specified by the Holder in writing to the Borrower, at least one (1) business day prior to the Optional Prepayment Date. If the Borrower exercises its right to prepay the Note, the Borrower shall make payment to the Holder of an amount in cash (the "Optional Prepayment Amount") equal to the percentage ("Prepayment Percentage") as set forth in the table immediately following this paragraph opposite the applicable Prepayment Period, multiplied by the sum of: (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the Optional Prepayment Date plus (y) Default Interest, if any, on the amounts referred to in clauses (w) and (x) plus (z) any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof. I.

Prepayment Period	Prepayment Percentage
1. The period beginning on the Issue Date and ending on the date which is thirty (30) days following the Issue Date.	115%
2. The period beginning on the date which is thirty-one (31) days following the Issue Date and ending on the date which is sixty (60) days following the Issue Date	120%
3. The period beginning on the date which is sixty-one (61) days following the Issue Date and ending on the date which is ninety (90) days following the Issue Date	125%
4. The period beginning on the date that is ninety-one (91) day from the Issue Date and ending one hundred twenty (120) days following the Issue Date	130%
5. The period beginning on the date that is one hundred twenty-one (121) day from the Issue Date and ending one hundred fifty (150) days following the Issue Date	135%
6. The period beginning on the date that is one hundred fifty-one (151) day from the Issue Date and ending one hundred eighty (180) days following the Issue Date	140%

After the expiration of one hundred eighty (180) days following the Issue Date, the Borrower shall have no right of prepayment.

ARTICLE II. CERTAIN COVENANTS

2.1 Distributions on Capital Stock . So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan.

2.2 Restriction on Stock Repurchases . So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent redeem, repurchase or otherwise acquire (whether for cash or in exchange for property or other securities or otherwise) in any one transaction or series of related transactions any shares of capital stock of the Borrower or any warrants, rights or options to purchase or acquire any such shares.

2.3 Borrowings . So long as the Borrower shall have any obligation under this Note, the Borrower can borrow whatever it deems necessary so long as that does not render the Borrower a "Shell" company as defined in Rule 12b-2 under the Securities Exchange Act of 1934.

2.4 Sale of Assets . So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business. Any consent to the disposition of any assets may be conditioned on a specified use of the proceeds of disposition.

2.5 Advances and Loans . So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, lend money, give credit or make advances to any person, firm, joint venture or corporation, including, without limitation, officers, directors, employees, subsidiaries and affiliates of the Borrower, except loans, credits or advances (a) in existence or committed on the date hereof and which the Borrower has informed Holder in writing prior to the date hereof, (b) made in the ordinary course of business or (c) not in excess of $100,000.

ARTICLE III. EVENTS OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal or Interest . The Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at maturity, upon acceleration or otherwise.

3.2 Conversion and the Shares . The Borrower through willful or deliberate hindrances on the part of the Borrower, fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an event of default of this Note, if a conversion of this Note is delayed, hindered or frustrated due to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty eight (48) hours of a demand from the Holder.

3.3 Breach of Covenants . The Borrower breaches any material covenant or other material term or condition contained in this Note and any collateral documents including but not limited to the Purchase Agreement and such breach continues for a period of ten (10) days after written notice thereof to the Borrower from the Holder.

3.4 Breach of Representations and Warranties . Any representation or warranty of the Borrower made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Purchase Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.5 Receiver or Trustee . The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Judgments . Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than $50,000, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

3.7 Bankruptcy . Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.8 Delisting of Common Stock . The Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the Pink Sheets electronic quotation system) or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange.

3.9 Failure to Comply with the Exchange Act . The Borrower shall fail to comply with the reporting requirements of the Exchange Act; and/or the Borrower shall cease to be subject to the reporting requirements of the Exchange Act.

3.10 Liquidation . Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.11 Cessation of Operations . Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.12 Maintenance of Assets . The failure by Borrower to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

3.13 Financial Statement Restatement . The restatement of any financial statements filed by the Borrower with the SEC for any date or period from two years prior to the Issue Date of this Note and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the unrestated financial statement, have constituted a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.14 Reverse Splits . The Borrower effectuates a reverse split of its Common Stock without twenty (20) days prior written notice to the Holder.

3.15 Replacement of Transfer Agent . In the event that the Borrower proposes to replace its transfer agent, the Borrower fails to provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to the Purchase Agreement (including but not limited to the provision to irrevocably reserve shares of Common Stock in the Reserved Amount) signed by the successor transfer agent to Borrower and the Borrower.

3.16 Cross-Default . Notwithstanding anything to the contrary contained in this Note or the other related or companion documents, a breach or default by the Borrower of any covenant or other term or condition contained in any of the Other Agreements, after the passage of all applicable notice and cure or grace periods, shall, at the option of the Holder, be considered a default under this Note and the Other Agreements, in which event the Holder shall be entitled (but in no event required) to apply all rights and remedies of the Holder under the terms of this Note and the Other Agreements by reason of a default under said Other Agreement or hereunder. "Other Agreements" means, collectively, all agreements and instruments between, among or by: (1) the Borrower, and, or for the benefit of, (2) the Holder and any affiliate of the Holder, including, without limitation, promissory notes; provided, however, the term "Other Agreements" shall not include the related or companion documents to this Note. Each of the loan transactions will be cross-defaulted with each other loan transaction and with all other existing and future debt of Borrower to the Holder. This Section 3.16 only applies to Cross Defaults occurring with any other obligations held by the Holder.

Upon the occurrence and during the continuation of any Event of Default specified in Section 3.1 (solely with respect to failure to pay the principal hereof or interest thereon when due at the Maturity Date), the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the Default Sum (as defined herein). UPON THE OCCURRENCE AND DURING THE CONTINUATION OF ANY EVENT OF DEFAULT SPECIFIED IN SECTION 3.2, THE NOTE SHALL BECOME IMMEDIATELY DUE AND PAYABLE AND THE BORROWER SHALL PAY TO THE HOLDER, IN FULL SATISFACTION OF ITS OBLIGATIONS HEREUNDER, AN AMOUNT EQUAL TO: (Y) THE DEFAULT SUM (AS DEFINED HEREIN); MULTIPLIED BY (Z) TWO (2). Upon the occurrence and during the continuation of any Event of Default specified in Sections 3.1 (solely with respect to failure to pay the principal hereof or interest thereon when due on this Note upon a Trading Market Prepayment Event pursuant to Section 1.7 or upon acceleration), 3.3, 3.4, 3.6, 3.8, 3.9, 3.11, 3.12, 3.13, 3.14, and/or 3. 15 exercisable through the delivery of written notice to the Borrower by such Holders (the "Default Notice"), and upon the occurrence of an Event of Default specified the remaining sections of Articles III (other than failure to pay the principal hereof or interest thereon at the Maturity Date specified in Section 3,1 hereof), the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the greater of (i) 150% times the sum of (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the date of payment (the "Mandatory Prepayment Date") plus (y) Default Interest, if any, on the amounts referred to in clauses (w) and/or (x) plus (z) any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof (the then outstanding principal amount of this Note to the date of payment plus the amounts referred to in clauses (x), (y) and (z) shall collectively be known as the "Default Sum") or (ii) the "parity value" of the Default Sum to be prepaid, where parity value means (a) the highest number of shares of Common Stock issuable upon conversion of or otherwise pursuant to such Default Sum in accordance with Article I, treating the Trading Day immediately preceding the Mandatory Prepayment Date as the "Conversion Date" for purposes of determining the lowest applicable Conversion Price, unless the Default Event arises as a result of a breach in respect of a specific Conversion Date in which case such Conversion Date shall be the Conversion Date), multiplied by (b) the highest Closing Price for the Common Stock during the period beginning on the date of first occurrence of the Event of Default and ending one day prior to the Mandatory Prepayment Date (the "Default Amount") and all other amounts payable hereunder shall immediately become due and payable, all without demand, presentment or notice, all of which hereby are expressly waived, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

If the Borrower fails to pay the Default Amount within five (5) business days of written notice that such amount is due and payable, then the Holder shall have the right at any time, so long as the Borrower remains in default (and so long and to the extent that there are sufficient authorized shares), to require the Borrower, upon written notice, to immediately issue, in lieu of the Default Amount, the number of shares of Common Stock of the Borrower equal to the Default Amount divided by the Conversion Price then in effect.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver . No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices . All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:
EVENTURE INTERACTIVE, INC.
3420 Bristol Street - 6th Floor
Costa Mesa, CA 92626
Attn: GANNON GIGUIERE, Chief Executive Officer
facsimile:

With a copy by fax only to (which copy shall not constitute notice): Crone Kline Rinde LLP

Attn: Scott Rapfogel, Esq.
488 Madison Avenue
New York, NY 10022
Facsimile: 212-400-6901
Email: srapfogel@ckrlaw.com

If to the Holder:
KBM WORLDWIDE, INC.
111 Great Neck Road – Suite 216
Great Neck, NY 11021
Attn: Seth Kramer, President
e-mail: info@kbmworldwide.com

With a copy by fax only to (which copy shall not constitute notice): Naidich Wurman, LLP
Att: Judah A. Eisner, Esq.
Attn: Bernard S. Feldman, Esq.
facsimile: 516-466-3555

4.3 Amendments . This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term “Note” and all reference thereto, as used throughout this instrument, shall mean this instrument (and the other Notes issued pursuant to the Purchase Agreement) as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.4 Assignability . This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the 1933 Act). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

4.5 Cost of Collection . If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

4.6 Governing Law . This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of New York or in the federal courts located in the state and county of Nassau. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens* . The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

4.7 Certain Amounts . Whenever pursuant to this Note the Borrower is required to pay an amount in excess of the outstanding principal amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest plus Default Interest on such interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on this Note may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a penalty and is intended to compensate the Holder in part for loss of the opportunity to convert this Note and to earn a return from the sale of shares of Common Stock acquired upon conversion of this Note at a price in excess of the price paid for such shares pursuant to this Note. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert this Note into shares of Common Stock.

4.8 Purchase Agreement . By its acceptance of this Note, each party agrees to be bound by the applicable terms of the Purchase Agreement.

4.9 Notice of Corporate Events . Except as otherwise provided below, the Holder of this Note shall have no rights as a Holder of Common Stock unless and only to the extent that it converts this Note into Common Stock. The Borrower shall provide the Holder with prior notification of any meeting of the Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by the Borrower of a record of its shareholders for the purpose of determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any proposed sale, lease or conveyance of all or substantially all of the assets of the Borrower or any proposed liquidation, dissolution or winding up of the Borrower, the Borrower shall mail a notice to the Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. The Borrower shall make a public announcement of any event requiring notification to the Holder hereunder substantially simultaneously with the notification to the Holder in accordance with the terms of this Section 4.9.

4.10 Remedies . The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer this January 29, 2015.

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguiere
GANNON GIGUIERE
Chief Executive Officer

EXHIBIT 10.49

THIS NOTE AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "1933 ACT")

US $44,000.00

EVENTURE INTERACTIVE, INC.
8% CONVERTIBLE REDEEMABLE NOTE
DUE JANUARY 23, 2016

FOR VALUE RECEIVED, Eventure Interactive, Inc. (the "Company") promises to pay to the order of ADAR BAYS, LLC and its authorized successors and permitted assigns (" Holder "), the aggregate principal face amount of Forty Four Thousand Dollars exactly (U.S. $44,000.00) on January 23, 2016 (" Maturity Date") and to pay interest on the principal amount outstanding hereunder at the rate of 8% per annum commencing on January 23, 2015. This Note contains a I 0% original issue discount such that the purchase price of the note is $40,000. The interest will be paid to the Holder in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note. The principal of, and interest on, this Note are payable at 3411 Indian Creek Drive, Suite 403, Miami Beach, FL 33140, initially, and if changed, last appearing on the records of the Company as designated in writing by the Holder hereof from time to time. The Company will pay each interest payment and the outstanding principal due upon this Note before or on the Maturity Date, less any amounts required by law to be deducted or withheld, to the Holder of this Note by check or wire transfer addressed to such Holder at the last address appearing on the records of the Company. The forwarding of such check or wire transfer shall constitute a payment of outstanding principal hereunder and shall satisfy and discharge the liability for principal on this Note to the extent of the sum represented by such check or wire transfer. Interest shall be payable in Common Stock (as defined below) pursuant to paragraph 4(b) herein.

This Note is subject to the following additional provisions:

1. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration or transfer or exchange, except that Holder shall pay any tax or other governmental charges payable in connection therewith.

2. The Company shall be entitled to withhold from all payments any amounts required to be withheld under applicable laws.

3. This Note may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended (" Act") and applicable state securities laws. Any attempted transfer to a non-qualifying party shall be treated by the Company as void. Prior to due present ment for transfer of this Note, the Company and any agent of the Company may treat the person in whose name this Note is duly registered on the Company's records as the owner hereof for all other purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected or bound by notice to the contrary. Any Holder of this Note electing to exercise the right of conversion set forth in Section 4(a) hereof, in addition to the requirements set forth in Section 4(a), and any prospective transferee of this Note, also is required to give the Company written confirmation that this Note is being converted (" Notice of Conversion ") in the form annexed hereto as Exhibit A . The date of receipt (including receipt by telecopy) of such Notice of Conversion shall be the Conversion Date.

4. (a) The Holder of this Note is entitled, at its option, at any time after 180 days, to convert all or any amount of the principal face amount of this Note then outstanding into shares of the Company's common stock (the " Common Stock") without restrictive legend of any nature, at a price (" Conversion Price") for each share of Common Stock equal to **62%** of the **lowest closing bid price** of the Common Stock as reported on the National Quotations Bureau OTCQB exchange which the Company's shares are traded or any exchange upon which the Common Stock may be traded in the future (" Exchange"), for the ***twenty*** prior trading days including the day upon which a Notice of Conversion is received by the Company (provided such Notice of Conversion is delivered by fax or other electronic method of communication to the Company after 4 P.M. Eastern Standard or Daylight Savings Time if the Holder wishes to include the same day closing price). If the shares have not been delivered within 3 business days, the Notice of Conversion may be rescinded. Such conversion shall be effectuated by the Company delivering the shares of Common Stock to the Holder within 3 business days of receipt by the Company of the Notice of Conversion. Once the Holder has received such shares of Common Stock, the Holder shall surrender this Note to the Company, executed by the Holder evidencing such Holder's intention to convert this Note or a specified portion hereof, and accompanied by proper assignment hereof in blank. Accrued, but unpaid interest shall be subject to conversion. No fractional shares or scrip representing fractions of shares will be issued on conversion, but the number of shares issuable shall be rounded to the nearest whole share. *In the event the Company experiences a DTC "Chill" on its shares, the conversion price shall be decreased to 52% instead of 62% while that "Chill" is in effect.* In no event shall the Holder be allowed to effect a conversion if such conversion, along with all other shares of Company Common Stock beneficially owned by the Holder and its affiliates would exceed 9.9% of the outstanding shares of the Common Stock of the Company.

(b) Interest on any unpaid principal balance of this Note shall be paid at the rate of 8% per annum. Interest shall be paid by the Company in Common Stock ("Interest Shares"). Holder may, at any time, send in a Notice of Conversion to the Company for Interest Shares based on the formula provided in Section 4(a) above. The dollar amount converted into Interest Shares shall be all or a portion of the accrued interest calculated on the unpaid principal balance of this Note to the date of such notice.

(c) The Notes may be prepaid with the following penalties:

PREPAY DATE	PREPAY AMOUNT
< 30 days	115% of principal plus accrued interest
31- 60 days	121% of principal plus accrued interest
61-90 days	127% of principal plus accrued interest
91-120 days	133% of principal plus accrued interest
121-150 days	139% of principal plus accrued interest
151-180 days	145% of principal plus accrued interest

This Note may not be prepaid after the 180 th day. Such redemption must be closed and funded within 3 days of giving notice of redemption of the right to redeem shall be null and void.

(d) Upon (i) a transfer of all or substantially all of the assets of the Company to any person in a single transaction or series of related transactions, (ii) a reclassification, capital reorganization or other change or exchange of outstanding shares of the Common Stock, other than a forward or reverse stock split or stock dividend, or (iii) any consolidation or merger of the Company with or into another person or entity in which the Company is not the surviving entity (other than a merger which is effected solely to change the jurisdiction of incorporation of the Company and results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of Common Stock) (each of items (i), (ii) and (iii) being referred to as a "Sale Event"), then, in each case, the Company shall, upon request of the Holder, redeem this Note in cash for 150% of the principal amount, plus accrued but unpaid interest through the date of redemption, or at the election of the Holder, such Holder may convert the un paid principal amount of this Note (together with the amount of accrued but unpaid interest) into shares of Common Stock immediately prior to such Sale Event at the Conversion Price.

(e) In case of any Sale Event (not to include a sale of all or substantially all of the Company's assets) in connection with which this Note is not redeemed or converted, the Company shall cause effective provision to be made so that the Holder of this Note shall have the right thereafter, by converting this Note, to purchase or convert this Note into the kind and number of shares of stock or other securities or property (including cash) receivable upon such reclassification, capital reorganization or other change, consolidation or merger by a holder of the number of shares of Common Stock that could have been purchased upon exercise of the Note and at the same Conversion Price, as defined in this Note, immediately prior to such Sale Event. The foregoing provisions shall similarly apply to successive Sale Events. If the consideration received by the holders of Common Stock is other than cash, the value shall be as deter mined by the Board of Directors of the Company or successor person or entity acting in good faith.

5. No provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and interest on, this Note at the time, place, and rate, and in the form, herein prescribed.

6. The Company hereby expressly waives demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereto.

7. The Company agrees to pay all costs and expenses, including reasonable attorneys' fees and expenses, which may be incurred by the Holder in collecting any amount due under this Note.

8. If one or more of the following described "Events of Default" shall occur:

(a) The Company shall default in the payment of principal or interest on this Note or any other note issued to the Holder by the Company; or

(b) Any of the representations or warranties made by the Company herein or in any certificate or financial or other written statements heretofore or hereafter furnished by or on behalf of the Company in connection with the execution and delivery of this Note, or the Securities Purchase Agreement under which this note was issued shall be false or misleading in any respect; or

(c) The Company shall fail to perform or observe, in any respect, any covenant, term, provision, condition, agreement or obligation of the Company under this Note or any other note issued to the Holder; or

(d) The Company shall (1) become insolvent; (2) admit in writing its inability to pay its debts generally as they mature; (3) make an assignment for the benefit of creditors or commence proceedings for its dissolution; (4) apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; (5) file a petition for bankruptcy relief, consent to the filing of such petition or have filed against it an involuntary petition for bankruptcy relief, all under federal or state laws as applicable; or

(e) A trustee, liquidator or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged with in sixty (60) days after such appointment; or

(f) Any governmental agency or any court of competent jurisdiction at the in- stance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company; or

(g) One or more money judgments, writs or warrants of attachment, or similar process, in excess of fifty thousand dollars ($50,000) in the aggregate, shall be entered or filed against the Company or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

(h) The Company shall have defaulted on or breached any term of any other note of similar debt instrument into which the Company has entered and failed to cure such de fault within the appropriate grace period; or

(i) The Company shall have its Common Stock delisted from an exchange (including the OTCBB exchange) or, if the Common Stock trades on an exchange, then trading in the Common Stock shall be suspended for more than 10 consecutive days;

G) If a majority of the members of the Board of Directors of the Company on the date hereof are no longer serving as members of the Board;

(k) The Company shall not deliver to the Holder the Common Stock pursuant to paragraph 4 herein without restrictive legend within 3 business days of its receipt of a Notice of Conversion; or

(I) The Company shall not replenish the reserve set forth in Section 12, with- in 3 business days of the request of the Holder.

(m) The Company shall not be "current" in its filings with the Securities and Exchange Commission; or

(n) The Company shall lose the "bid" price for its stock in a market (including the OTCQB marketplace or other exchange).

Then, or at any time thereafter, unless cured within 5 days, and in each and every such case, unless such Event of Default shall have been waived in writing by the Holder (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Holder and in the Holder's sole discretion, the Holder may consider this Note immediately due and payable, with out presentment, demand, protest or (further) notice of any kind (other than notice of acceleration), all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Holder may immediately, and without expiration of any period of grace, enforce any and all of the Holder's rights and remedies provided herein or any other rights or remedies afforded by law. Upon an Event of Default, interest shall accrue at a default interest rate of 24% per annum or, if such rate is usurious or not permitted by current law, then at the highest rate of interest permitted by law. In the event of a breach of Section 8(k) the penalty shall be $250 per day the shares are not issued beginning on the 4th day after the conversion notice was delivered to the Company. This penalty shall increase to $500 per day beginning on the 1Oth day. The penalty for a breach of Section 8(n) shall be an increase of the outstanding principal amounts by 20%. In case of a breach of Section 8(i), the outstanding principal due under this Note shall increase by 50%. If this Note is not paid at maturity, the outstanding principal due under this Note shall increase by 10%.

If the Holder shall commence an action or proceeding to enforce any provisions of this Note, including, without limitation, engaging an attorney, then if the Holder prevails in such action, the Holder shall be reimbursed by the Company for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

Make-Whole for Failure to Deliver Loss. At the Holder's election, if the Company fails for any reason to deliver to the Holder the conversion shares by the by the 3rd business day following the delivery of a Notice of Conversion to the Company and if the Holder incurs a Failure to Deliver Loss, then at any time the Holder may provide the Company written notice indicating the amounts payable to the Holder in respect of the Failure to Deliver Loss and the Company must make the Holder whole as follows:

Failure to Deliver Loss= [(High trade price at any time on or after the day of exercise) x (Number of conversion shares)]

The Company must pay the Failure to Deliver Loss by cash payment, and any such cash payment must be made by the third business day from the time of the Holder's written notice to the Company.

9. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

10. Neither this Note nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Holder.

11. The Company represents that it is not a "shell" issuer and has never been a "shell" issuer or that if it previously has been a "shell" issuer that at least 12 months have passed since the Company has reported form 10 type information indicating it is no longer a "shell issuer. Further. The Company will instruct its counsel to either (i) write a 144- 3(a(9) opinion to allow for salability of the conversion shares or (ii) accept such opinion from Holder's counsel.

12. The Company shall issue irrevocable transfer agent instructions reserving 3,998,000 shares of its Common Stock for conversions under this Note (the "Share Reserve"). The reserve shall be replenished as needed to allow for conversions of this Note. Upon full conversion of this Note, any shares remaining in the Share Reserve shall be cancelled. The Company shall pay all costs associated with issuing and delivering the shares. The company should at all times reserve a minimum of four times the amount of shares required if the note would be fully converted. The Holder may reasonably request increases from time to time to reserve such amounts.

13. The Company will give the Holder direct notice of any corporate actions, including but not limited to name changes, stock splits, recapitalizations etc. This notice shall be given to the Holder as soon as possible under law.

14. This Note shall be governed by and construed in accordance with the laws of New York applicable to contracts made and wholly to be performed within the State of New York and shall be binding upon the successors and assigns of each party hereto. The Holder and the Company hereby mutually waive trial by jury and consent to exclusive jurisdiction and venue in the courts of the State of New York. This Agreement may be executed in counterparts, and the facsimile transmission of an executed counterpart to this Agreement shall be effective as an original.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by an officer thereunto duly authorized.

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguiere
Title: President, CEO

EXHIBIT 10.50

THIS NOTE AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "1933 ACT")

US $44,000.00

EVENTURE INTERACTIVE, INC.
8% CONVERTIBLE REDEEMABLE NOTE
DUE MARCH 3, 2016

FOR VALUE RECEIVED, Eventure Interactive, Inc. (the "Company") promises to pay to the order of UNION CAPITAL, LLC and its authorized successors and permitted assigns (" Holder"), the aggregate principal face amount of Forty Four Thousand Dollars exactly (U.S. $50,000.00) on March 3, 2016 (" Maturity Date") and to pay interest on the principal amount out standing hereunder at the rate of 8% per annum commencing on March 3, 2015. This Note contains a 10% original issue discount such that the purchase price of the note is $40,000. The interest will be paid to the Holder in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note. The principal of, and interest on, this Note are payable at 338 Crown Street, Brooklyn, NY 11225, initially, and if changed, last appearing on the records of the Company as designated in writing by the Holder hereof from time to time. The Company will pay each interest payment and the outstanding principal due upon this Note before or on the Maturity Date, less any amounts required by law to be deducted or withheld, to the Holder of this Note by check or wire transfer addressed to such Holder at the last address appearing on the records of the Company. The forwarding of such check or wire transfer shall constitute a payment of outstanding principal hereunder and shall satisfy and discharge the liability for principal on this Note to the extent of the sum represented by such check or wire transfer. Interest shall be payable in Common Stock (as defined below) pursuant to paragraph 4(b) herein.

This Note is subject to the following additional provisions:

1. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration or transfer or exchange , except that Holder shall pay any tax or other governmental charges payable in connection therewith .

2. The Company shall be entitled to withhold from all payments any amounts required to be withheld under applicable laws.

3. This Note may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended (" Act") and applicable state securities laws. Any attempted transfer to a non-qualifying party shall be treated by the Company as void. Prior to due presentment for transfer of this Note, the Company and any agent of the Company may treat the person in whose name this Note is duly registered on the Company's records as the owner hereof for all other purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected or bound by notice to the contrary. Any Holder of this Note electing to exercise the right of conversion set forth in Section 4(a) hereof, in addition to the requirements set forth in Section 4(a), and any prospective transferee of this Note, also is required to give the Company written confirmation that this Note is being converted (" Notice of Conversion") in the form annexed hereto as Exhibit A . The date of receipt (including receipt by telecopy) of such Notice of Conversion shall be the Conversion Date.

4. (a) The Holder of this Note is entitled, at its option, at any time commencing six months after the date of this Note, to convert all or any amount of the principal face amount of this Note then outstanding into shares of the Company's common stock (the "Common Stock") at a price (" Conversion Price") for each share of Common Stock equal to 62% of the **lowest closing bid price** of the Common Stock as reported on the National Quotations Bureau OTCQB exchange which the Company's shares are traded or any exchange upon which the Common Stock may be traded in the future (" Exchange"), for the **twenty** prior trading days including the day upon which a Notice of Conversion is received by the Company (provided such Notice of Conversion is delivered by fax or other electronic method of communication to the Company after 4 P.M. Eastern Standard or Daylight Savings Time if the Holder wishes to include the same day closing price). If the shares have not been delivered within 3 business days, the Notice of Conversion may be rescinded. Such conversion shall be effectuated by the Company delivering the shares of Common Stock to the Holder within 3 business days of receipt by the Company of the Notice of Conversion. Once the Holder has received such shares of Common Stock, the Holder shall surrender this Note to the Company, executed by the Holder evidencing such Holder's intention to convert this Note or a specified portion hereof, and accompanied by proper assignment hereof in blank. Accrued, but unpaid interest shall be subject to conversion. No fractional shares or scrip representing fractions of shares will be issued on conversion, but the number of shares issuable shall be rounded to the nearest whole share. *In the event the Company experiences a DTC "Chill" on its shares, the conversion price shall be decreased to 52% instead of 62% while that "Chill" is in effect.* In no event shall the Holder be allowed to effect a conversion if such conversion, along with all other shares of Company Common Stock beneficially owned by the Holder and its affiliates would exceed 9.9% of the outstanding shares of the Common Stock of the Company. The Parties agree to rely upon quotes provided by Quotestream.

(b) Interest on any unpaid principal balance of this Note shall be paid at the rate of 8% per annum. Subject to earlier prepayment in cash or payment in cash on the Maturity Date, interest shall be paid by the Company in Common Stock ("Interest Shares"). Holder may, at any time commencing six months after the date of the Note, send in a Notice of Conversion to the Company for Interest Shares based on the formula provided in Section 4(a) above. The dollar amount converted into Interest Shares shall be all or a portion of the accrued interest calculated on the unpaid principal balance of this Note to the date of such notice.

(c) The Notes may be prepaid with the following penalties:

PREPAY DATE	PREPAY AMOUNT
< 30 days	115% of principal plus accrued interest
31- 60 days	121% of principal plus accrued interest
61-90 days	127% of principal plus accrued interest
91-120 days	133% of principal plus accrued interest
121-150 days	139% of principal plus accrued interest
151-180 days	145% of principal plus accrued interest

This Note may not be prepaid after the 180 day. Such redemption must be closed and funded within 3 days of giving notice of redemption of the right to redeem shall be null and void.

(d) Upon a transfer of all or substantially all of the assets of the Company to any person in a single transaction or series of related transactions , then, the Company shall, upon request of the Holder, redeem this Note in cash for 150% of the principal amount , plus accrued but unpaid interest through the date of redemption, or at the election of the Holder , such Holder may convert the unpaid principal amount of this Note (together with the amount of accrued but unpaid interest) into shares of Common Stock immediately prior to such asset transfer at the Conversion Price .

(e) In case of (i) a reclassification, capital reorganization or other change or exchange of outstanding shares of the Common Stock, other than a forward or reverse stock split or stock dividend, or (ii) any consolidation or merger of the Company with or into an other person or entity in which the Company is not the surviving entity (other than a merger which is effected solely to change the jurisdiction of incorporation of the Company and results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of Common Stock) (each of items (i) and (ii) being referred to as a "Sale Event"), the Company shall cause effective provision to be made so that the Holder of this Note shall have the right thereafter, by converting this Note, to purchase or convert this Note into the kind and number of shares of stock or other securities or property (including cash) receivable upon such reclassification, capital reorganization or other change, consolidation or merger by a holder of the number of shares of Common Stock that could have been purchased upon exercise of the Note and at the same Conversion Price, as defined in this Note, immediately prior to such Sale Event. The foregoing provisions shall similarly apply to successive Sale Events. If the consideration received by the holders of Common Stock is other than cash, the value shall be as deter mined by the Board of Directors of the Company or successor person or entity acting in good faith .

5 . No provision of this Note shall alter or impair the obligation of the Company , which is absolute and unconditional , to pay the principal of , and interest on, this Note at the time, place, and rate, and in the form , herein prescribed.

6 . The Company hereby expressly waives demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonor , notice of acceleration or intent to accelerate, and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereto.

7. The Company agrees to pay all costs and expenses, including reasonable attorneys' fees and expenses, which may be incurred by the Holder in collecting any amount due under this Note.

8. If one or more of the following described "Events of Default" shall occur:

(a) The Company shall default in the payment of principal or interest on this Note or any other note issued to the Holder by the Company; or

(b) Any of the representations or warranties made by the Company herein or in any certificate or financial or other written statements heretofore or hereafter furnished by or on behalf of the Company in connection with the execution and delivery of this Note, or the Securities Purchase Agreement under which this note was issued shall be false or misleading in any respect; or

(c) The Company shall fail to perform or observe, in any respect, any covenant, term, provision, condition, agreement or obligation of the Company under this Note or any other note issued to the Holder; or

(d) The Company shall (1) admit in writing its inability to pay its debts generally as they mature; (2) make an assignment for the benefit of creditors or commence proceedings for its dissolution; (3) apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; (4) file a petition for bankruptcy relief, consent to the filing of such petition or have filed against it an involuntary petition for bankruptcy relief, all under federal or state laws as applicable; or

(e) A trustee, liquidator or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment; or

(f) Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company; or

(g) Except when part of a Section 3(a)(l0) transaction, one or more money judgments, writs or warrants of attachment, or similar process, in excess of fifty thousand dollars ($50,000) in the aggregate, shall be entered or filed against the Company or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

(h) [Intentionally deleted.]

(i) The Company shall have its Common Stock delisted from an ex- change (including the OTC Markets) or, if the Common Stock trades on an exchange, then trad ing in the Common Stock shall be suspended for more than 10 consecutive days;

j) If a majority of the members of the Board of Directors of the Company on the date hereof are no longer serving as members of the Board;

(k) The Company shall not deliver to the Holder the Common Stock pursuant to paragraph 4 herein without restrictive legend within 3 business days of its receipt of a Notice of Conversion; or

(I) The Company shall not replenish the reserve set forth in Section 12, within 3 business days of the request of the Holder.

(m) The Company shall not be "current" in its filings with the Securities and Exchange Commission; or

(n) The Company shall lose the "bid" price for its stock in a market (including the OTC Markets marketplace or other exchange).

Then, or at any time thereafter, unless cured within 5 days, and in each and every such case, unless such Event of Default shall have been waived in writing by the Holder (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Holder and in the Holder's sole discretion, the Holder may consider this Note immediately due and payable, with out presentment, demand, protest or (further) notice of any kind (other than notice of acceleration), all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Holder may immediately, and without expiration of any period of grace, enforce any and all of the Holder's rights and remedies provided herein or any other rights or remedies afforded by law. Upon an Event of Default, interest shall accrue at a default interest rate of 24% per annum or, if such rate is usurious or not permitted by current law, then at the highest rate of interest permitted by law . In the event of a breach of Section 8(k) the penalty shall be $250 per day the shares are not issued beginning on the 4 1 day after the conversion notice was delivered to the Company. This penalty shall increase to $500 per day beginning on the 10th day. The penalty for a breach of Section 8(n) shall be an in crease of the outstanding principal amounts by 20%. In case of a breach of Section 8(i), the out standing principal due under this Note shall increase by 50%. If this Note is not paid at maturity, the outstanding principal due under this Note shall increase by 10%.

If the Holder shall commence an action or proceeding to enforce any provisions of this Note, including, without limitation, engaging an attorney, then if the Holder prevails in such action, the Holder shall be reimbursed by the Company for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

Make-Whole for Failure to Deliver Loss. At the Holder's election, if the Company fails for any reason to deliver to the Holder the conversion shares by the by the 3rd business day following the delivery of a Notice of Conversion to the Company and if the Holder incurs a Failure to Deliver Loss, then at any time the Holder may provide the Company written notice indicating the amounts payable to the Holder in respect of the Failure to Deliver Loss and the Company must make the Holder whole as follows:

Failure to Deliver Loss= [(High trade price at any time on or after the day of exercise) x (Number of conversion shares)]

The Company must pay the Failure to Deliver Loss by cash payment, and any such cash payment must be made by the third business day from the time of the Holder's written notice to the Company.

9. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

10. Neither this Note nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Holder.

11. The Company represents that it is not a "shell" issuer and has never been a "shell" issuer or that if it previously has been a "shell" issuer that at least 12 months have passed since the Company has reported form 10 type information indicating it is no longer a "shell issuer. Further. The Company will instruct its counsel to either (i) write a 144-3(a)(9) opinion to allow for salability of the conversion shares or (ii) accept such opinion from Holder's counsel.

12. The Company shall issue irrevocable transfer agent instructions reserving 3,154,000 shares of its Common Stock for conversions under this Note (the "Share Reserve"). The reserve shall be replenished as needed to allow for conversions of this Note. Upon full conversion of this Note, any shares remaining in the Share Reserve shall be cancelled. The Company shall pay all costs associated with issuing and delivering the shares. The company should at all times reserve a minimum of four times the amount of shares required if the note would be fully converted. The Holder may reasonably request increases from time to time to reserve such amounts.

13. The Company will give the Holder direct notice of any corporate actions, including but not limited to name changes, stock splits, recapitalizations etc. This notice shall be given to the Holder as soon as possible under law.

14. This Note shall be governed by and construed in accordance with the laws of New York applicable to contracts made and wholly to be performed within the State of New York and shall be binding upon the successors and assigns of each party hereto. The Holder and the Company hereby mutually waive trial by jury and consent to exclusive jurisdiction and venue in the courts of the State of New York. This Agreement may be executed in counterparts, and the facsimile transmission of an executed counterpart to this Agreement shall be effective as an original.

IN WITNESS WHEREOF , the Company has caused this Note to be duly execut ed by an officer thereunto duly authorized.

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguiere
GANNON GIGUIERE
Chief Executive Officer

EXHIBIT 10.51

AMENDMENT #1
TO THE $250,000 CONVERTIBLE NOTE

The parties agree that the $250,000 Convertible Note, dated December 16, 2014, by and between Eventure Interactive, Inc. and JMJ Financial (the "Note") is hereby amended as follows:

I. Payments of Consideration. The fourth sentence of the second paragraph of the Note, which states "The Investor may pay up to an additional $75,000 Consideration to the Issuer in such amounts and at such dates as the Investor may choose in its sole discretion" shall be deleted in its entirety. The first four sentences of the second paragraph of the Note shall thereafter read as follows: "The Principal Sum is $250,000 (two hundred fifty thousand) plus accrued and unpaid Interest and any other fees. The Consideration is $225,000 (two hundred twenty five thousand) payable by wire (there exists a $25,000 original issue discount ("OID")). The Investor shall pay $50,000 of Consideration upon closing of this Note. Thereafter, the Investor may pay additional Consideration to the Issuer only by mutual agreement up to a total Consideration of $225,000."

2. Terms of Future Financings . Section 6 of the Note, entitled "Terms of Future Financings," shall be deleted in its entirety and replaced with the following language: "This Section 6 intentionally left blank."

ALL OTHER TERMS AND CONDITIONS OF THE $250,000 CONVERTIBLE NOTE REMAIN IN FULL FORCE AND EFFECT.

Please indicate acceptance and approval of this amendment dated January 16, 2015 by signing below:

/s/ Gannon Giguiere	/s/ Justin Ederle
Gannon Giguiere	JMJ Financial
Eventure Interactive, Inc.	It’s Principal
Chief Executive Officer	

EXHIBIT 10.52

CONVERTIBLE PROMISSORY NOTE

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (ll) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDINGTHEFOREGOING, THE SECURITIES MAYBE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Issue Date: March' Principal Amount: $52,500.00
Interest Rate: 9%, per annum
Maturity Date: March ' Original Issue Discount: 10%

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED, Eventure Interactive, Inc., a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of River North Equity LLC, an Illinois limited liability company, or its registered assigns (the "Holder") the sum of $52,500.00 together with any interest as set forth herein, on March 20 I 6 (the "Mat urity Date"), and to pay interest on the unpaid principal balance hereof at the rate of nine percent (9%) per annum (the "Interest Rate") from the date hereof (the "Issue Date") until the same becomes due and payable, whether at the Maturity Date or upon acceleration or by prepayment or otherwise. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Any amount of principal or interest on this Note, which is not paid when due, shall bear interest at the rate of sixteen percent (16%) per annum from the due date thereof until the same is paid ("Default Interest") and shall be subject to a partial penalty at the rate of five percent (5%) on the outstanding principal and accrued interest under this Note ("Partial Penalty Payment"). Interest shall commence accruing on the date that the Note is fully paid by the Holder and shall be computed on the basis of a 365-day year and the actual number of days elapsed. All payments due hereunder (to the extent not converted into Borrower's common stock, $0.001 par value per share (the "Common Stock")) in accordance with the terms hereof shall be made in lawful money of the United States of America. All payments shall be made at such address, as Holder shall hereafter give to Borrower by written notice made in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day and in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Convertible Note Purchase Agreement dated the date hereof, by and between Borrower and Holder, pursuant to which this Note was originally issued (the "Purchase Agreement").

Borrower_____ Holder _____

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of Borrower and will not impose personal liability upon Holder thereof

The following terms shall apply to this Note:

ARTICLE I.CONVERSION RIGHTS

1.1 Conversion Right. 180 days following the Issue Date and until this Note is no longer outstanding, this Note shall be convertible, in whole or in part, into shares of Common Stock (as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of Borrower into which such Common Stock shall hereafter be changed or reclassified) at the option of the Holder, at any time and from time to time, at the conversion price (the "Conversion Price") determined as provided herein (a "Conversion"); provided, however, that in no event shall Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of the Notes or the un-exercised or unconverted portion or any other security of Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by Holder and its affiliates of more than 9.99% of the outstanding shares of Common Stock. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulations 13D thereunder, except as otherwise provided in clause (1) of such proviso, provided, further, however that the limitations on conversion may be waived by Holder upon, at the election of Holder, not less than 61 days' prior notice to Borrower, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by Holder, as may be specified in such notice of waiver). Should Borrower fail to eliminate any prohibitions under applicable law or the rules or regulations of any stock exchange, inter-dealer quotation system or other self-regulatory organization with jurisdiction over Borrower or any of its securities on Borrower's ability to issue shares of Common Stock, in lieu of any right to convert this Note as described in this Section 1.1, this will be considered an Event of Default under Section 3.2 of the Note.

Borrower_____ Holder _____

The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit C (the " Conversion Notice") , delivered to Borrower by Holder in accordance with Section 1.4 below; provided that the Conversion Notice is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to Borrower before 6:00 pm New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the principal amount of this Note to be converted in such conversion plus (2) at Borrower's option, accrued and unpaid interest, if any, on such principal amount at the interest rates provided in this Note to the Conversion Date, plus (3) at Borrower's option, Default Interest and Partial Penalty Payment, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2) plus (3) at Holder's option, any amounts owed to Holder pursuant to Sections 1.3 and 1.4(g) hereof.

1.2 Conversion Price

1.2(a) Calculation of Conversion Price: The Conversion Price shall equal the Variable Conversion Price (as defined herein) (subject to equitable adjustments for stock splits, stock dividends or rights offerings by Borrower relating to Borrower's securities or the securities of any subsidiary of Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events). As used in this Agreement, the "Variable Conversion Price" shall mean 60% multiplied by the Market Price (as defined herein) (representing a discount rate of 40%) if Conversion Shares are transferred to Holder's brokerage account through OWAC. If Conversion Shares cannot be transferred to Holder's brokerage account through OWAC then the Variable Conversion Price shall mean 50% multiplied by the Market Price (representing a discount rate of 50%). "Market Price" means the lowest price the Common Stock was traded for on the OTCQB, or other applicable Trading Market, as reported by a reliable reporting service (e.g. Bloomberg LP) during the 20 Trading Days immediately preceding the Conversion Date, or if no such price is available in the foregoing manner, the lowest closing bid price quoted for the Common Stock by any of the market makers during such 20 Trading Days. If the Market Price for the Common Stock is not available in any of the manners provided above, then it shall mean the fair market value as mutually determined by the Company and the Holder. "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the OTCQB, or any other Trading Market on which the Common Stock is then being traded.

Borrower_____ Holder _____

1.2(b) Conversion Price During Major Announcements : Notwithstanding anything contained in Section 1.2(a) to the contrary, in the event Borrower (i) makes a public announcement that it intends to consolidate or merge with any other corporation (other than a merger in which Borrower is the surviving or continuing corporation and its capital stock is unchanged) or sell or transfer all or substantially all of the assets of Borrower or (ii) n,to purchase 50% or more of Borrower's Common Stock (or any other takeover scheme) (the date of the announcement referred to in clause (i) or (ii) is hereinafter referred to as the "Announcement Date"), then the Conversion Price shall, effective upon the Announcement Date and continuing through the Adjusted Conversion Price Termination Date (as defined below), be equal to the lower of (x) the Conversion Price which would have been applicable for a Conversion occurring on the Announcement Date and (y) the Conversion Price that would otherwise be in effect. From and after the Adjusted Conversion Price Termination Date, the Conversion Price shall be determined as set forth in this Section 1.2(b). For purposes hereof, "Adjusted Conversion Price Termination Date" shall mean, with respect to any proposed transaction or tender offer (or takeover scheme) for which a public announcement as contemplated by this Section 1.2(b) has been made, the date upon which Borrower (in the case of clause (i) above) or the person, group or entity (in the case of clause (ii) above) consummates or publicly announces the termination or abandonment of the proposed transaction or tender offer or takeover scheme) which caused this Section 1.2(b) to become operative.

1.3 Authorized Shares. Borrower covenants that during the period the conversion right exists, Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of Common Stock for the entire principal amount of this Note, plus all accrued and unpaid interest thereon, plus any liquidated damages as per Section 1.4(g) below (the "Reserved Amount"). Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non assessable. In addition, if Borrower shall issue any securities or make any change to its capital structure which would change the number of shares of Common Stock into which the Notes shall be convertible at the then current Conversion Price, Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of the outstanding Notes. Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the Common Stock issuable upon conversion of this Note, and (ii) agrees that its issuance of this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for shares of Common Stock in accordance with the terms and conditions of this Note. If, at any time Borrower does not maintain the Reserved Amount it will be considered an Event of Default under Section 3.2 of the Note.

1.4 Method of Conversion.

(a) Mechanics of Conversion . Subject to Section 1.1, this Note may be converted by Holder in whole or in part at any time from time to time after the Issue Date, by (a) submitting to Borrower a Conversion Notice by facsimile (with receipt confirmation from recipient), e mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., Eastern Standard Time and (b) subject to Section 1.4(b), surrendering this Note at the principal office of Borrower.

Borrower_____ Holder _____

(b) Surrender of Note Upon Conversion . Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, Holder shall not be required to physically surrender this Note to Borrower unless the entire unpaid principal amount of this Note is so converted. Holder and Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to Holder and Borrower, so as not to require physical surrender of this Note upon each such conversion. in the event of any dispute or discrepancy, such records of Borrower shall, prima-facie, be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Note is converted as aforesaid, Holder may not transfer this Note unless Holder first physically surrenders this Note to Borrower, whereupon Borrower will forthwith issue and deliver upon the order of Holder a new Note of like tenor, registered to Holder (upon payment by Holder of any applicable transfer taxes) representing in the aggregate the remaining unpaid principal amount of this Note. Holder and any assignee who is an "accredited investor" as defined under Rule 50l(a), by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

(c) Payment of Taxes. Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Note in a name other than that of Holder (or in street name), and Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than Holder or the custodian in whose street name such shares are to be held for Holder's account) requesting the issuance thereof shall have paid to Borrower the amount of any such tax or shall have established to the satisfaction of Borrower that such tax has been paid.

(d) Delivery of Common Stock upon Conversion . Upon receipt by Borrower from Holder of a facsimile transmission (with receipt confirmation from recipient) or e-mail (or other reasonable means of communication) of a Conversion Notice meeting the requirements for conversion as provided in this Section 1.4, Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of Holder certificates for the Common Stock issuable upon such conversion within two (2) business days after such receipt (but in no event later than the third (3 rd) business day being hereinafter referred to as the **"Deadline")** (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof and the Purchase Agreement.

(e) Obligation of Borrower to Deliver Common Stock . Upon receipt by Borrower of a Conversion Notice, Holder shall be deemed to be Holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If Holder shall have given a Conversion Notice as provided herein, Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of Borrower to Holder of record, or any setoff; counterclaim, recoupment, limitation or termination, or any breach or alleged breach by Holder of any obligation to Borrower, and irrespective of any other circumstance which might otherwise hint such obligation of Borrower to Holder in connection with such conversion. The Conversion Date specified in the Conversion Notice shall be the Conversion Date so long as the Conversion Notice is received by Borrower before 6:00 p.m., Eastern Standard Time, on such date.

Borrower_____ Holder _____

(f) Delivery of Common Stock by Electronic Transfer . In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer (" FAST") program, upon request of Holder, Borrower shall se Common Stock issuable upon conversion to Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

(g) Failure to Deliver Common Stock Prior to Deadline: Partial Liquidated Damages. Should Borrower fail to deliver the Common Stock by the Deadline then Holder, at any time, prior to selling all of the shares being converted, may rescind any portion, in whole or in part, of that particular conversion, attributable to the unsold shares and have the rescinded conversion amount returned to the principal sum with the rescinded conversion shares returned to the Borrower. Without in any way limiting Holder's right to pursue other remedies, including actual damages and/or equitable relief, the parties agree that if delivery of the Common Stock issuable upon conversion of this Note is not delivered by the Deadline, Borrower shall pay to Holder $1,000 per day in cash, for each day beyond the Deadline that Borrower fails to deliver such Common Stock. Such cash amount shall be paid to Holder on the business day immediately following delivery of the Common Stock or, at the option of Holder (by written notice to Borrower), shall be added to the principal amount of this Note, in which event interest shall accrue thereon in accordance with the terms of this Note and such additional principal amount shall be convertible into Common Stock in accordance with the terms of this Note. In addition, if delivery of the Common Stock issuable upon conversion of this Note is not delivered by the Deadline, Borrower shall cover all costs associated with the issuance of such Common Stock. Borrower agrees that the right to convert is a valuable right to Holder. The damages resulting from a failure, attempt to frustrate or interference with such conversion right are difficult if not impossible to qualify. Accordingly, the parties acknowledge that the partial liquidated damages provision contained in this Section 1.4(g) are justified.

1.5 Concerning the Shares . Buyer understands that the Note, and until such time as the Conversion Shares have become eligible for transfer pursuant to any of the alternatives specified in Section 2(f) of the Purchase Agreement, the Conversion Shares may bear a restrictive legend in substantially the following form:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT, NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed from a Security which satisfied any of the alternatives specified in Section 2(f) of the Purchase Agreement and Company shall cause its Transfer Agent to issue a certificate(s) without such legend upon request by its holder. In the absence of a registration statement covering the Security, such holder shall provide an opinion of counsel, to the effect that a public sale or transfer of such Security may be made without registration under the 1933 Act. In the event that Company does not accept the opinion of counsel provided by Buyer by the Deadline, it will be considered an Event of Default pursuant to Section 3.2 of the Note.

1.6 Effect of Certain Events.

(a) Effect of Merger. Consolidation. Etc. At the option of Holder, the sale, conveyance or disposition of all or substantially all of the assets of Borrower, the effectuation by Borrower of a transaction or series of related transactions in which more than 50% of the voting power of Borrower is disposed of, or the consolidation, merger or other business combination of Borrower with or into any other Person (as defined below) or Persons when Borrower is not the survivor shall be treated pursuant to Section 1.6(b) hereof. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization

Borrower_____ Holder _____

(b) Adjustment Due to Merger. Consolidation. Etc. If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of Borrower other than in connection with a plan of complete liquidation of Borrower, then Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any, limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. Borrower shall not affect any transaction described in this Section 1.6(b) unless (a) it first gives, to the extent practicable, thirty (30) days prior written notice (but in any event at least fifteen (15) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not Borrower) assumes by written instrument the obligations of this Section l.6(b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment due to Distribution . If Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a **"Distribution"),** then Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been Holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(d) (Intentionally Omitted).

(e) Purchase Rights . If, at any time when any Notes are issued and outstanding, Borrower issues any convertible securities or rights to purchase stock, warrants, securities or other property (the **"Purchase Rights")** pro rata to the record holders of any class of Common Stock, then Holder of this Note will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion contained herein) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

Borrower_____ Holder _____

(f) Notice of Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. Borrower shall, upon the written request at any time of Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note.

I.7 Status as Shareholder. Upon submission of a Conversion Notice by a Holder, (i) the shares covered thereby (provided the Reserved Amount fully covers the dollar amount being converted and that such shares meet the conditions set forth in Section 1.1 above) shall be deemed converted into shares of Common Stock and (ii) Holder's rights as a Holder of such converted portion of this Note shall cease and terminate, excepting only the right to receive certificates (or electronic transmissions into Holder's broker account) for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such holder because of a failure by Borrower to comply with the terms of this Note. Notwithstanding the foregoing, if a Holder has not received certificates (or transfer in the form of electronic transmission into Holder's broker account) for all shares of Common Stock prior to the tenth (lOth) business day after the expiration of the Deadline with respect to a conversion of any portion of this Note for any reason, then (unless Holder otherwise elects to retain its status as a holder of Common Stock by so notifying Borrower) Holder shall regain the rights of a Holder of this Note with respect to such unconverted portions of this Note and Borrower shall, as soon as practicable, return such unconverted Note to Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of this Note has not been converted. In all cases, Holder shall retain all of its rights and remedies (including, without limitation the right to receive liquidated damages pursuant to Section 1.4(g), to the extent required thereby, for Borrower's failure to convert this Note.

1.8 Prepaymen t Notwithstanding anything to the contrary contained in this Note, so long as Borrower has not received a Conversion Notice from Holder, then at any time during the period beginning on the Issue Date, Borrower shall have the right, exercisable on not less than three (3) Trading Days prior written notice to Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1.9. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to Holder of the Note at its registered addresses by facsimile (with receipt confirmation by recipient) or email and shall state: (i) that Borrower is exercising its right to prepay the Note, and (ii) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), Borrower shall make payment of the Optional Prepayment Amount (as defined below) to or upon the order of Holder as specified by Holder in writing to Borrower at least one (I) business day prior to the Optional Prepayment Date. If Borrower exercises its right to prepay the Note, Borrower shall make payment to Holder of an amount in cash (the "Optional Prepayment Amount") equal to I 05%, multiplied by the sum of (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the Optional Prepayment Date plus (y) Default Interest and Partial Penalty Payment, if any, on the amounts referred to in clauses (w) and (x) plus (iv) any amounts owed to Holder pursuant to Sections 1.4 and 3.2 hereof. If Borrower delivers an Optional Prepayment Notice and fails to pay the Optional Prepayment Amount due to Holder of the Note within two (2) business days following the Optional Prepayment Date, Borrower shall forever forfeit its right to prepay the Note pursuant to this Section 1.8.

Borrower_____ Holder _____

ARTICLE II. CERTAIN COVENANTS

2.1 Distributions on Capital Stock . So long as Borrower shall have any obligation under this Note, Borrower shall not without Holder's written consent (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan which is approved by a majority of Borrower's disinterested directors.

2.2 Restriction on Stock Repurchases . So long as Borrower shall have any obligation under this Note, Borrower shall not without Holder's written consent redeem, repurchase or otherwise acquire (whether for cash or in exchange for property or other securities or otherwise) in any one transaction or series of related transactions any shares of capital stock of Borrower or any warrants, rights or options to purchase or acquire any such shares.

2.3 Par Value of Common Stock . So long as Borrower shall have any obligation under this Note, Borrower covenants that at any time when Holder shall deliver a Conversion Notice, the par value of Borrower's Common Stock shall not be higher than the Conversion Price applicable to such Conversion Notice.

2.4 Mandatory Reverse Stock Split . So long as Borrower shall have any obligation under this Note, should there be no bid on the Trading Market where the Company's Common Stock is listed or traded for 3 consecutive trading days, the Company shall immediately have its Common Stock undergo a reverse stock split at a ratio of I 00-to-1.

2.5 Borrowings. So long as Borrower shall have any obligation under this Note, Borrower shall not, without giving Holder notice of his Right Of First Refusal, in accordance with Section 4(c) of the Purchase Agreement written consent, create, incur, assume guarantee, endorse, contingently agree to purchase or otherwise become liable upon the obligation of any person, firm, partnership, joint venture or corporation, except by the endorsement of negotiable instruments for deposit or collection, or suffer to exist any liability for borrowed money, except (a) borrowings in existence or committed on the date hereof and of which Borrower has informed Holder in writing prior to the date hereof, (b) indebtedness to trade creditors or financial institutions incurred in the ordinary course of business or (c) borrowings, the proceeds of which shall be used to repay this Note.

Borrower_____ Holder _____

2.6 Sale of Assets . So long as Borrower shall have any obligation under this Note, Borrower shall not, without Holder's written consent, sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business. Any consent to the disposition of any assets may be conditioned on a specified use of the proceeds of disposition.

ARTICLE m. EVENTS OF DEFAULT/INDEMNITY

If any of the following events occur (each, an "Event of Default"), the Holder shall be entitled to consider the Borrower to be in default and this Note shall become immediately due and payable:

3.1 Failure to Pay Principal or Interest . Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at the Maturity Date, upon acceleration or otherwise.

3.2 Conversion and the Shares . Borrower fails to issue shares of Common Stock to Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by Holder of the conversion rights of Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer or issue any certificate (or electronic transmission) for shares of Common Stock issued to Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) the shares of Common Stock to be issued to Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after Holder shall have delivered a Conversion Notice.

3.3 Breach of Covenants. Borrower breaches any material covenant or other material term or condition contained in this Note and any collateral documents including but not limited to the Purchase Agreement and such breach continues for a period of ten (10) days after written notice thereof to Borrower from Holder.

3.4 Breach of Representations and Warranties. Any representation or warranty of Borrower made herein or in any agreement, statement or certificate given in pursuant hereto or in connection herewith (including, without limitation, the Purchase Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of Holder with respect to this Note or the Purchase Agreement.

Borrower_____ Holder _____

3.5 Receiver or Trustee . Borrower or any subsidiary of Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 (Intentionally Omitted).

3.7 Bankruptcy . Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against Borrower or any subsidiary of Borrower.

3.8 Delisting of Common Stock . Borrower shall fail to maintain the listing of the Common Stock on a Trading Market.

3.9 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.10 Cessation of Operations . Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of Borrower's ability to continue as a "going concern" shall not be an admission that Borrower cannot pay its debts as they become due.

3.11 Maintenance of Assets. The failure by Borrower to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

3.12 Financial Statement Restatement. The restatement of any financial statements filed by Borrower with the SEC for any date or period from two (2) years prior to the Issue Date and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the unrestated financial statement, have constituted a material adverse effect on the rights of Holder with respect to this Note or the Purchase Agreement.

3.13 Reverse Splits . Borrower effectuates a reverse split of its Common Stock without twenty (20) days prior written notice to Holder, unless such reverse split is done pursuant to Section 2.4 of this Note.

3.14 Replacement of Transfer Agent. In the event that Borrower proposes to replace its transfer agent, Borrower fails to provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to the Purchase Agreement (including but not limited to the provision to irrevocably reserve shares of Common Stock in the Reserved Amount) signed by the successor transfer agent to Borrower and Borrower.

Borrower_____ Holder _____

3.15 Default. Notwithstanding anything to the contrary contained in this Note, upon the occurrence of an Event of Default under Article III, exercisable through the delivery of written notice to Borrower by the Holder (the " Default Notice"), the Note shall become immediately due and payable and Borrower shall pay to Holder, in full satisfaction of its obligations hereunder, an amount equal: 130o/o times the sum of (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the date of payment (the "Mandatory Prepayment Date") plus (y) Default Interest and Partial Penalty Payment, if any, on the amounts referred to in clauses (w) and/or (x) plus (z) any amounts owed to Holder pursuant to Section 1.4(g) hereof (the then outstanding principal amount of this Note to the date of payment plus the amounts referred to in clauses (x), (y) and (z) shall collectively be known as the "Default Amount") and all other amounts payable hereunder shall immediately become due and payable, all without demand, presentment or notice, all of which hereby are expressly waived, together with all costs, including, without limitation, legal fees and expenses, of collection, and Holder shall be entitled to exercise all other rights and remedies available at law or in equity. If Borrower fails to pay the Default Amount within five (5) business days of written notice that such amount is due and payable, then Holder shall have the right at any time, so long as Borrower remains in default (and so long and to the extent that there are sufficient authorized shares), to require Borrower, upon written notice, to immediately issue, in lieu of the Default Amount (or any part thereof), the number of shares of Common Stock of Borrower equal to the Default Amount (or any part thereof) divided by the Conversion Price then in effect.

3.16 Par Value of Common Stock . Borrower shall fail to have the appropriate Common Stock par value in accordance with Section 2.3 of this Note.

3.17 Mandatory Reverse Stock Split . Borrower shall fail to have its Common Stock undergo a reverse stock split in accordance with Section 2.4 of this Note.

3.18 Failure to Comply with the Exchange Act . Borrower shall fail to comply with the reporting requirements of the Exchange Act; and/or Borrower shall cease to be subject to the reporting requirements of the Exchange Act.

3.19 Indemnification of Holder. In addition to any other remedies available to the Holder, Borrower will, at all times, indemnify, save, and hold harmless Holder and its officers, directors, employees, and agents from and against all sums and expenses, claims, costs, charges, legal fees, collection fees, disbursements, and expenses of very kind and nature associated with a breach of this Agreement by Borrower, including, but not limited to, any breach of a representation, warranty, or covenant made by Borrower.

Borrower_____ Holder _____

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver . No failure or delay on the part of Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to he received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur.

The addresses for such communications shall be: If to Borrower, to:
Eventure Interactive, Inc.
3420 Bristol St., 6th Floor
Costa Mesa, CA 92626
Attn: Gannon Giguiere
Telephone: 855-986-5669
Email: gannon.giguiere@eventure.com

If to Holder, to:

River North Equity LLC
360 W. Hubbard St., Unit 2801
Chicago, Illinois 60654

Attn: Edward M. Liceaga
Telephone: (312)-643-0280
E-mail: Edward@rivemorthequity.com

4.3 Amendments . This Note and any provision hereof may only be amended by an instrument in writing signed by Borrower and Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument (and the other Notes issued pursuant to the Purchase Agreement) as originally executed, or if later amended or supplemented, then as so amended or supplemented.

Borrower_____ Holder _____

4.4 Assignability . This Note shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" as defined in Rule 501(a) of the 1933 Act. Notwithstanding anything inside in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement in compliance with applicable securities rules and regulations.

4.5 Cost of Collection . If default is made in the payment of this Note, Borrower shall pay Holder hereof all costs of collection, including reasonable attorneys' fees.

4.6 Governing Law . This Note shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Illinois or in the federal courts located in Cook County. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision, which may prove invalid or unenforceable under any law, shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note, or any other agreement/document related to it, by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

4.7 Convertible Note Purchase Agreement. By its acceptance of this Note, each party agrees to be bound by the applicable terms of the Convertible Note Purchase Agreement dated March_, 2015.

Borrower_____ Holder _____

4.8 Notice of Corporate Events. Except as otherwise provided below, Holder of this Note shall have no rights as a Holder of Common Stock unless and only to the extent that it converts this Note into Common Stock. Borrower shall provide Holder with prior notification of any meeting of Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by Borrower of a record of its shareholders for the purpose of determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any proposed sale, lease or conveyance of all or substantially all of the assets of Borrower or any proposed liquidation, dissolution or winding up of Borrower, Borrower shall mail a notice to Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. Borrower shall make a public announcement of any event requiring notification to Holder hereunder substantially simultaneously with the notification to Holder in accordance with the terms of this Section 4.9.

4.9 Remedies. Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by Borrower of the provisions of this Note, that Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

[THE REMAINDER OF THIS PAGE HAS DELIBERATELY BEEN LEFT BLANK]

Borrower_____ Holder _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SIGNED by: Edward M. Liceaga for and on behalf of
River North Equity LLC

Signature: /s/ Edward M. Liceaga

SIGNED by: /s/ Gannon Giguiere
for and on behalf of
Eventure Interactive, Inc.

Signature: /s/ Gannon Giguiere

Borrower_____ Holder _____

EXHIBIT 10.53

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: $38,000.00 **Issue Date: March 23, 2015**
Purchase Price: $38,000.00

CONVERTIBLE PROMISSORY NOTE

FOR VALUE RECEIVED , **EVENTURE INTERACTIVE, INC.** , a Nevada corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of **VIS VIRES GROUP, INC.** , a New York corporation, or registered assigns (the "Holder") the sum of $38,000.00 together with any interest as set forth herein, on December 26, 2015 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of twelve percent (12%) (the "Interest Rate") per annum from the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Any amount of principal or interest on this Note, which is not paid when due shall bear interest at the rate of twenty two percent (22%) per annum from the due date thereof until the same is paid ("Default Interest"). Interest shall commence accruing on the date that the Note is fully paid and shall be computed on the basis of a 365-day year and the actual number of days elapsed. All payments due hereunder (to the extent not converted into common stock, $0.001 par value per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day and, in the case of any interest payment date which is not the date on which this Note is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Securities Purchase Agreement dated the date hereof, pursuant to which this Note was originally issued (the "Purchase Agreement").

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Note:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right . The Holder shall have the right from time to time, and at any time during the period beginning on the date which is one hundred eighty (180) days following the date of this Note and ending on the later of: (i) the Maturity Date and (ii) the date of payment of the Default Amount (as defined in Article III) pursuant to Section 1.6(a) or Article III, each in respect of the remaining outstanding principal amount of this Note to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non- assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at the conversion price (the "Conversion Price") determined as provided herein (a "Conversion"); provided , however , that in no event shall the Holder be entitled to convert any portion of this Note in excess of that portion of this Note upon conversion of which the sum of (1) the number of shares of Common Stock beneficially owned by the Holder and its affiliates (other than shares of Common Stock which may be deemed beneficially owned through the ownership of the unconverted portion of the Notes or the unexercised or unconverted portion of any other security of the Borrower subject to a limitation on conversion or exercise analogous to the limitations contained herein) and (2) the number of shares of Common Stock issuable upon the conversion of the portion of this Note with respect to which the determination of this proviso is being made, would result in beneficial ownership by the Holder and its affiliates of more than 9.99% of the outstanding shares of Common Stock. For purposes of the proviso to the immediately preceding sentence, beneficial ownership shall be determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulations 13D-G thereunder, except as otherwise provided in clause (1) of such proviso, provided , further , however , that the limitations on conversion may be waived by the Holder upon, at the election of the Holder, not less than 61 days' prior notice to the Borrower, and the provisions of the conversion limitation shall continue to apply until such 61st day (or such later date, as determined by the Holder, as may be specified in such notice of waiver). The number of shares of Common Stock to be issued upon each conversion of this Note shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower by the Holder in accordance with Section 1.4 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower before 6:00 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Note, the sum of (1) the principal amount of this Note to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such principal amount at the interest rates provided in this Note to the Conversion Date, plus (3) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2) plus (4) at the Holder's option, any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof.

1.2 Conversion Price .

(a) Calculation of Conversion Price . The conversion price (the “Conversion Price”) shall equal the Variable Conversion Price (as defined herein) (subject to equitable conversion price stock splits, stock dividends or rights offerings by the Borrower relating to the Borrower’s securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events). The "Variable Conversion Price" shall mean 50% multiplied by the Market Price (as defined herein) (representing a discount rate of 50%). “Market Price” means the average of the lowest three (3) Trading Prices (as defined below) for the Common Stock during the twenty (20) Trading Day periods ending on the latest complete Trading Day prior to the Conversion Date. “Trading Price” means, for any security as of any date, the closing bid price on the Over-the- Counter Bulletin Board, Pink Sheets electronic quotation system or applicable trading market (the “OTC”) as reported by a reliable reporting service (“Reporting Service”) designated by the Holder (i.e. Bloomberg) or, if the OTC is not the principal trading market for such security, the closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded or, if no closing bid price of such security is available in any of the foregoing manners, the average of the closing bid prices of any market makers for such security that are listed in the “pink sheets”. If the Trading Price cannot be calculated for such security on such date in the manner provided above, the Trading Price shall be the fair market value as mutually determined by the Borrower and the holders of a majority in interest of the Notes being converted for which the calculation of the Trading Price is required in order to determine the Conversion Price of such Notes. “Trading Day” shall mean any day on which the Common Stock is tradable for any period on the OTC, or on the principal securities exchange or other securities market on which the Common Stock is then being traded.

(b) Conversion Price During Major Announcements . Notwithstanding anything contained in Section 1.2(a) to the contrary, in the event the Borrower (i) makes a public announcement that it intends to consolidate or merge with any other corporation (other than a merger in which the Borrower is the surviving or continuing corporation and its capital stock is unchanged) or sell or transfer all or substantially all of the assets of the Borrower or (ii) any person, group or entity (including the Borrower) publicly announces a tender offer to purchase 50% or more of the Borrower’s Common Stock (or any other takeover scheme) (the date of the announcement referred to in clause (i) or (ii) is hereinafter referred to as the “Announcement Date”), then the Conversion Price shall, effective upon the Announcement Date and continuing through the Adjusted Conversion Price Termination Date (as defined below), be equal to the lower of (x) the Conversion Price which would have been applicable for a Conversion occurring on the Announcement Date and (y) the Conversion Price that would otherwise be in effect. From and after the Adjusted Conversion Price Termination Date, the Conversion Price shall be determined as set forth in this Section 1.2 (a). For purposes hereof, “Adjusted Conversion Price Termination Date” shall mean, with respect to any proposed transaction or tender offer (or takeover scheme) for which a public announcement as contemplated by this Section 1.2(b) has been made, the date upon which the Borrower (in the case of clause (i) above) or the person, group or entity (in the case of clause (ii) above) consummates or publicly announces the termination or abandonment of the proposed transaction or tender offer (or takeover scheme) which caused this Section 1.2(b) to become operative.

1.3 Authorized Shares . The Borrower covenants that during the period the conversion right exists, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of Common Stock upon the full conversion of this Note issued pursuant to the Purchase Agreement. The Borrower is required at all times to have authorized and reserved eight times the number of shares that is actually issuable upon full conversion of the Note (based on the Conversion Price of the Notes in effect from time to time)(the "Reserved Amount"). The Reserved Amount shall be increased from time to time in accordance with the Borrower's obligations hereunder. The Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Borrower shall issue any securities or make any change to its capital structure which would change the number of shares of Common Stock into which the Notes shall be convertible at the then current Conversion Price, the Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of the outstanding Notes. The Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the Common Stock issuable upon conversion of this Note, and (ii) agrees that its issuance of this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for shares of Common Stock in accordance with the terms and conditions of this Note.

If, at any time the Borrower does not maintain the Reserved Amount it will be considered an Event of Default under Section 3.2 of the Note.

1.4 Method of Conversion .

(a) Mechanics of Conversion . This Note may be converted by the Holder in whole or in part at any time from time to time commencing 180 days following the Issue Date (subject to acceleration as provided herein), by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., New York, New York time) and (B) subject to Section 1.4(b), surrendering this Note at the principal office of the Borrower.

(b) Surrender of Note Upon Conversion . Notwithstanding anything to the contrary set forth herein, upon conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Borrower unless the entire unpaid principal amount of this Note is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Note upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie*, be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Note is converted as aforesaid, the Holder may not transfer this Note unless the Holder first physically surrenders this Note to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid principal amount of this Note. The Holder and any assignee, by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note represented by this Note may be less than the amount stated on the face hereof.

(c) Payment of Taxes . The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Note in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion . Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.4, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (the "Deadline") (and, solely in the case of conversion of the entire unpaid principal amount hereof, surrender of this Note) in accordance with the terms hereof and the Purchase Agreement.

(e) Obligation of Borrower to Deliver Common Stock . Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Note shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is received by the Borrower before 5:00 p.m., New York, New York time, on such date.

(f) Delivery of Common Stock by Electronic Transfer . In lieu of delivering physical certificates representing the Common Stock issuable upon conversion, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder and its compliance with the provisions contained in Section 1.1 and in this Section 1.4, the Borrower shall use its best efforts to cause its transfer agent to electronically transmit the Common Stock issuable upon conversion to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

(g) Failure to Deliver Common Stock Prior to Deadline . Without in any way limiting the Holder's right to pursue other remedies, including actual damages and/or equitable relief, the parties agree that if delivery of the Common Stock issuable upon conversion of this Note is not delivered by the Deadline (other than a failure due to the circumstances described in Section 1.3 above, which failure shall be governed by such Section) the Borrower shall pay to the Holder $2,000 per day in cash, for each day beyond the Deadline that the Borrower fails to deliver such Common Stock through willful or deliberate hindrances on the part of the Borrower. Such cash amount shall be paid to Holder by the fifth day of the month following the month in which it has accrued or, at the option of the Holder (by written notice to the Borrower by the first day of the month following the month in which it has accrued), shall be added to the principal amount of this Note, in which event interest shall accrue thereon in accordance with the terms of this Note and such additional principal amount shall be convertible into Common Stock in accordance with the terms of this Note. The Borrower agrees that the right to convert is a valuable right to the Holder. The damages resulting from a failure, attempt to frustrate, interference with such conversion right are difficult if not impossible to qualify. Accordingly the parties acknowledge that the liquidated damages provision contained in this Section 1.4(g) are justified.

1.5 Concerning the Shares . The shares of Common Stock issuable upon conversion of this Note may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such shares are sold or transferred pursuant to Rule 144 under the Act (or a successor rule) ("Rule 144") or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.5 and who is an Accredited Investor (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement (and subject to the removal provisions set forth below), until such time as the shares of Common Stock issuable upon conversion of this Note have been registered under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for shares of Common Stock issuable upon conversion of this Note that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if (i) the Borrower or its transfer agent shall have received an opinion of counsel, in the form of the Form of Opinion attached as Exhibit B to the Note,, which opinion shall be accepted by the Company so that the sale or transfer is effected or (ii) in the case of the Common Stock issuable upon conversion of this Note, such security is registered for sale by the Holder under an effective registration statement filed under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold. In the event that the Company does not accept the opinion of counsel provided by the Holder with respect to the transfer of Securities pursuant to an exemption from registration, such as Rule 144 or Regulation S, at the Deadline, it will be considered an Event of Default pursuant to Section 3.2 of the Note.

1.6 Effect of Certain Events .

(a) Effect of Merger, Consolidation, Etc . At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, the effectuation by the Borrower of a transaction or series of related transactions in which more than 50% of the voting power of the Borrower is disposed of, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall either: (i) be deemed to be an Event of Default (as defined in Article III) pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (as defined in Article III) or (ii) be treated pursuant to Section 1.6(b) hereof. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc . If, at any time when this Note is issued and outstanding and prior to conversion of all of the Notes, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of this Note shall thereafter have the right to receive upon conversion of this Note, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had this Note been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not affect any transaction described in this Section 1.6 (b) unless (a) it first gives, to the extent practicable, thirty (30) days prior written notice (but in any event at least fifteen (15) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert this Note) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Section 1.6(b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution . If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the Holder of this Note shall be entitled, upon any conversion of this Note after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(d) Purchase Rights . If, at any time when any Notes are issued and outstanding, the Borrower issues any convertible securities or rights to purchase stock, warrants, securities or other property (the "Purchase Rights") pro rata to the record holders of any class of Common Stock, then the Holder of this Note will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion contained herein) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(e) Notice of Adjustments . Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, the Borrower, at its expense, shall promptly compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Borrower shall, upon the written request at any time of the Holder, furnish to such Holder a like certificate setting forth (i) such adjustment or readjustment, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note.

1.7 Trading Market Limitations . Unless permitted by the applicable rules and regulations of the principal securities market on which the Common Stock is then listed or traded, in no event shall the Borrower issue upon conversion of or otherwise pursuant to this Note and the other Notes issued pursuant to the Purchase Agreement more than the maximum number of shares of Common Stock that the Borrower can issue pursuant to any rule of the principal United States securities market on which the Common Stock is then traded (the "Maximum Share Amount"), which shall be 9.99% of the total shares outstanding on the Closing Date (as defined in the Purchase Agreement), subject to equitable adjustment from time to time for stock splits, stock dividends, combinations, capital reorganizations and similar events relating to the Common Stock occurring after the date hereof. Once the Maximum Share Amount has been issued, if the Borrower fails to eliminate any prohibitions under applicable law or the rules or regulations of any stock exchange, interdealer quotation system or other self-regulatory organization with jurisdiction over the Borrower or any of its securities on the Borrower's ability to issue shares of Common Stock in excess of the Maximum Share Amount, in lieu of any further right to convert this Note, this will be considered an Event of Default under Section 3.3 of the Note.

1.8 Status as Shareholder . Upon submission of a Notice of Conversion by a Holder, (i) the shares covered thereby (other than the shares, if any, which cannot be issued because their issuance would exceed such Holder's allocated portion of the Reserved Amount or Maximum Share Amount) shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a Holder of such converted portion of this Note shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of this Note. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the expiration of the Deadline with respect to a conversion of any portion of this Note for any reason, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of this Note with respect to such unconverted portions of this Note and the Borrower shall, as soon as practicable, return such unconverted Note to the Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of this Note has not been converted. In all cases, the Holder shall retain all of its rights and remedies (including, without limitation, (i) the right to receive Conversion Default Payments pursuant to Section 1.3 to the extent required thereby for such Conversion Default and any subsequent Conversion Default and (ii) the right to have the Conversion Price with respect to subsequent conversions determined in accordance with Section 1.3) for the Borrower's failure to convert this Note.

1.9 Prepayment . Notwithstanding anything to the contrary contained in this Note, at any time during the periods set forth on the table immediately following this paragraph (the "Prepayment Periods"), the Borrower shall have the right, exercisable on not less than three (3) Trading Days prior written notice to the Holder of the Note to prepay the outstanding Note (principal and accrued interest), in full, in accordance with this Section 1.9. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay the Note, and (2) the date of prepayment which shall be not more than three (3) Trading Days from the date of the Optional Prepayment Notice. On the date fixed for prepayment (the "Optional Prepayment Date"), the Borrower shall make payment of the Optional Prepayment Amount (as defined below) to Holder, or upon the order of the Holder as specified by the Holder in writing to the Borrower, at least one (1) business day prior to the Optional Prepayment Date. If the Borrower exercises its right to prepay the Note, the Borrower shall make payment to the Holder of an amount in cash (the "Optional Prepayment Amount") equal to the percentage ("Prepayment Percentage") as set forth in the table immediately following this paragraph opposite the applicable Prepayment Period, multiplied by the sum of: (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the Optional Prepayment Date plus (y) Default Interest, if any, on the amounts referred to in clauses (w) and (x) plus (z) any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof. I.

Prepayment Period	**Prepayment Percentage**
1. The period beginning on the Issue Date and ending on the date which is one hundred eighty) days following the Issue Date.	150%

After the expiration of one hundred eighty (180) days following the Issue Date, the Borrower shall have no right of prepayment.

ARTICLE II. CERTAIN COVENANTS

2.1 Distributions on Capital Stock . So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan.

2.2 Restriction on Stock Repurchases . So long as the Borrower shall have any obligation under this Note, the Borrower shall not without the Holder's written consent redeem, repurchase or otherwise acquire (whether for cash or in exchange for property or other securities or otherwise) in any one transaction or series of related transactions any shares of capital stock of the Borrower or any warrants, rights or options to purchase or acquire any such shares.

2.3 Borrowings . So long as the Borrower shall have any obligation under this Note, the Borrower can borrow whatever it deems necessary so long as that does not render the Borrower a "Shell" company as defined in Rule 12b-2 under the Securities Exchange Act of 1934.

2.4 Sale of Assets . So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business. Any consent to the disposition of any assets may be conditioned on a specified use of the proceeds of disposition.

2.5 Advances and Loans . So long as the Borrower shall have any obligation under this Note, the Borrower shall not, without the Holder's written consent, lend money, give credit or make advances to any person, firm, joint venture or corporation, including, without limitation, officers, directors, employees, subsidiaries and affiliates of the Borrower, except loans, credits or advances (a) in existence or committed on the date hereof and which the Borrower has informed Holder in writing prior to the date hereof, (b) made in the ordinary course of business or (c) not in excess of $100,000.

ARTICLE III. EVENTS OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal or Interest . The Borrower fails to pay the principal hereof or interest thereon when due on this Note, whether at maturity, upon acceleration or otherwise.

3.2 Conversion and the Shares . The Borrower through willful or deliberate hindrances on the part of the Borrower, fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Note, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Note as and when required by this Note (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an event of default of this Note, if a conversion of this Note is delayed, hindered or frustrated due to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty eight (48) hours of a demand from the Holder.

3.3 Breach of Covenants . The Borrower breaches any material covenant or other material term or condition contained in this Note and any collateral documents including but not limited to the Purchase Agreement and such breach continues for a period of ten (10) days after written notice thereof to the Borrower from the Holder.

3.4 Breach of Representations and Warranties . Any representation or warranty of the Borrower made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Purchase Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.5 Receiver or Trustee . The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Judgments . Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other asset for more than $50,000, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

3.7 Bankruptcy . Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.8 Delisting of Common Stock . The Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the Pink Sheets electronic quotation system) or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange.

3.9 Failure to Comply with the Exchange Act . The Borrower shall fail to comply with the reporting requirements of the Exchange Act; and/or the Borrower shall cease to be subject to the reporting requirements of the Exchange Act.

3.10 Liquidation . Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.11 Cessation of Operations . Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.12 Maintenance of Assets . The failure by Borrower to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

3.13 Financial Statement Restatement . The restatement of any financial statements filed by the Borrower with the SEC for any date or period from two years prior to the Issue Date of this Note and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the unrestated financial statement, have constituted a material adverse effect on the rights of the Holder with respect to this Note or the Purchase Agreement.

3.14 Reverse Splits . The Borrower effectuates a reverse split of its Common Stock without twenty (20) days prior written notice to the Holder.

3.15 Replacement of Transfer Agent . In the event that the Borrower proposes to replace its transfer agent, the Borrower fails to provide, prior to the effective date of such replacement, a fully executed Irrevocable Transfer Agent Instructions in a form as initially delivered pursuant to the Purchase Agreement (including but not limited to the provision to irrevocably reserve shares of Common Stock in the Reserved Amount) signed by the successor transfer agent to Borrower and the Borrower.

3.16 Cross-Default . Notwithstanding anything to the contrary contained in this Note or the other related or companion documents, a breach or default by the Borrower of any covenant or other term or condition contained in any of the Other Agreements, after the passage of all applicable notice and cure or grace periods, shall, at the option of the Holder, be considered a default under this Note and the Other Agreements, in which event the Holder shall be entitled (but in no event required) to apply all rights and remedies of the Holder under the terms of this Note and the Other Agreements by reason of a default under said Other Agreement or hereunder. "Other Agreements" means, collectively, all agreements and instruments between, among or by: (1) the Borrower, and, or for the benefit of, (2) the Holder and any affiliate of the Holder, including, without limitation, promissory notes; provided, however, the term "Other Agreements" shall not include the related or companion documents to this Note. Each of the loan transactions will be cross-defaulted with each other loan transaction and with all other existing and future debt of Borrower to the Holder. This Section 3.16 only applies to Cross Defaults occurring with any other obligations held by the Holder.

Upon the occurrence of any Event of Default specified in Section 3.1 (solely with respect to failure to pay the principal hereof or interest thereon when due at the Maturity Date), the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the Default Sum (as defined herein). UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT SPECIFIED IN SECTION 3.2, THE NOTE SHALL BECOME IMMEDIATELY DUE AND PAYABLE AND THE BORROWER SHALL PAY TO THE HOLDER, IN FULL SATISFACTION OF ITS OBLIGATIONS HEREUNDER, AN AMOUNT EQUAL TO: (Y) THE DEFAULT SUM (AS DEFINED HEREIN); MULTIPLIED BY (Z) TWO (2). Upon the occurrence of any Event of Default, other than Section 3.2, exercisable through the delivery of written notice to the Borrower by such Holders (the "Default Notice"), the Note shall become immediately due and payable and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the greater of (i) 150% times the sum of (w) the then outstanding principal amount of this Note plus (x) accrued and unpaid interest on the unpaid principal amount of this Note to the date of payment (the "Mandatory Prepayment Date") plus (y) Default Interest, if any, on the amounts referred to in clauses (w) and/or (x) plus (z) any amounts owed to the Holder pursuant to Sections 1.3 and 1.4(g) hereof (the then outstanding principal amount of this Note to the date of payment plus the amounts referred to in clauses (x), (y) and (z) shall collectively be known as the "Default Sum") or (ii) the "parity value" of the Default Sum to be prepaid, where parity value means (a) the highest number of shares of Common Stock issuable upon conversion of or otherwise pursuant to such Default Sum in accordance with Article I, treating the Trading Day immediately preceding the Mandatory Prepayment Date as the "Conversion Date" for purposes of determining the lowest applicable Conversion Price, unless the Default Event arises as a result of a breach in respect of a specific Conversion Date in which case such Conversion Date shall be the Conversion Date), multiplied by (b) the highest Closing Price for the Common Stock during the period beginning on the date of first occurrence of the Event of Default and ending one day prior to the Mandatory Prepayment Date (the "Default Amount") and all other amounts payable hereunder shall immediately become due and payable, all without demand, presentment or notice, all of which hereby are expressly waived, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

If the Borrower fails to pay the Default Amount within five (5) business days of written notice that such amount is due and payable, then the Holder shall have the right at any time, so long and to the extent that there are sufficient authorized shares, to require the Borrower, upon written notice, to convert the Default Amount into shares of Common Stock of the Borrower pursuant to Section 1.1 hereof.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver . No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices . All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

EVENTURE INTERACTIVE, INC.
3420 Bristol Street - 6th Floor
Costa Mesa, CA 92626
Attn: GANNON GIGUIERE, Chief Executive Officer facsimile:

With a copy by fax only to (which copy shall not constitute notice): Crone Kline Rinde LLP

Attn: Scott Rapfogel, Esq.
488 Madison Avenue
New York, NY 10022
Facsimile: 212-400-6901
Email: srapfogel@ckrlaw.com

If to the Holder:

VIS VIRES GROUP, INC.
111 Great Neck Road – Suite 216
Great Neck, NY 11021
Attn: Curt Kramer, President
e-mail: info@visviresgroup.com

With a copy by fax only to (which copy shall not constitute notice): Naidich Wurman, LLP

Att: Judah A. Eisner, Esq.
Attn: Bernard S. Feldman, Esq.
facsimile: 516-466-3555

4.3 Amendments . This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument (and the other Notes issued pursuant to the Purchase Agreement) as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.4 Assignability . This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the 1933 Act). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

4.5 Cost of Collection . If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

4.6 Governing Law . This Note shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of New York or in the federal courts located in the state and county of Nassau. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens* . The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

4.7 Certain Amounts . Whenever pursuant to this Note the Borrower is required to pay an amount in excess of the outstanding principal amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest plus Default Interest on such interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on this Note may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a penalty and is intended to compensate the Holder in part for loss of the opportunity to convert this Note and to earn a return from the sale of shares of Common Stock acquired upon conversion of this Note at a price in excess of the price paid for such shares pursuant to this Note. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert this Note into shares of Common Stock.

4.8 Purchase Agreement . By its acceptance of this Note, each party agrees to be bound by the applicable terms of the Purchase Agreement.

4.9 Notice of Corporate Events . Except as otherwise provided below, the Holder of this Note shall have no rights as a Holder of Common Stock unless and only to the extent that it converts this Note into Common Stock. The Borrower shall provide the Holder with prior notification of any meeting of the Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by the Borrower of a record of its shareholders for the purpose of determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any proposed sale, lease or conveyance of all or substantially all of the assets of the Borrower or any proposed liquidation, dissolution or winding up of the Borrower, the Borrower shall mail a notice to the Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. The Borrower shall make a public announcement of any event requiring notification to the Holder hereunder substantially simultaneously with the notification to the Holder in accordance with the terms of this Section 4.9.

4.10 Remedies . The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of this Note, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer this March 23, 2015.

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguiere
Name: GANNON GIGUIERE
Title: Chief Executive Officer

EXHIBIT 31.1

CERTIFICATIONS

I, Jason Harvey, certify that:

1. I have reviewed this Annual Report on Form 10-K of Eventure Interactive, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the most recent quarter (the registrant's fourth quarter) covered by this report that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

All significant deficiencies and material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (a) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 14, 2015 */s/ Jason Harvey*

Jason Harvey
Principal Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Michael D. Rountree, certify that:

1. I have reviewed this Annual Report on Form 10-K of Eventure Interactive, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the most recent quarter (the registrant's fourth quarter) covered by this report that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 14, 2015 */s/ Michael D. Rountree*

Michael D. Rountree
Principal Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Eventure Interactive, Inc. (the "Company") on Form 10-K for the year ended December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jason Harvey, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that;

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Jason Harvey
Name: Jason Harvey
Title: Chief Executive Officer

Date: April 14, 2015

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Eventure Interactive, Inc. (the "Company") on Form 10-K for the year ended December 31, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael D. Rountree, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that;

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Michael D. Rountree
Name: Michael D. Rountree
Title: Chief Financial Officer

Date: April 14, 2015