

# EVENTURE INTERACTIVE, INC.

## FORM 10-Q (Quarterly Report)

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-Q**

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **September 30, 2013**

☐ TRANSITION REPORT PURSUANT TO 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**

(State or other jurisdiction of incorporation)

**27-4387595**

(I.R.S. Employer Identification No.)

**3420 Bristol Street, 6<sup>th</sup> Floor, Costa Mesa, CA 92626**

(Address of principal executive offices)

**855.986.5669**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 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 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 is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☐  
(Do not check if a smaller  
Reporting company)

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 ☒

There were 18,807,500 shares of the issuer's common stock outstanding as of November 14, 2013.

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EVENTURE INTERACTIVE, INC.  
FORM 10-Q  
FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2013  
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## PART I – FINANCIAL INFORMATION

### ITEM 1. FINANCIAL STATEMENTS

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**EVENTURE INTERACTIVE, INC.**  
**(A DEVELOPMENT STAGE COMPANY)**  
**(FORMERLY CHARLIE GPS, INC.)**  
**CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**

	<b>September 30, 2013</b>	<b>December 31, 2012</b>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash	\$ 273,563	\$ 357,643
Deposit	5,000	-
<b>Total current assets</b>	<b>278,563</b>	<b>357,643</b>
Software development costs	204,540	108,290
Fixed assets, net	36,225	-
Intangible asset - domain name	103,750	103,750
<b>Total assets</b>	<b>\$ 623,078</b>	<b>\$ 569,683</b>
<b><u>LIABILITIES AND STOCKHOLDERS' EQUITY</u></b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 102,237	\$ 10,970
Accrued expenses	75,481	82,490
<b>Total current liabilities</b>	<b>177,718</b>	<b>93,460</b>
Commitments and contingencies		
Common stock subject to redemption, 25,000 shares	43,750	43,750
<b>Stockholders' Equity</b>		
Preferred Stock, \$0.001 par value, 10,000,000 shares authorized, 0 shares issued and outstanding	-	-
Common stock, \$0.001 par value, 300,000,000 shares authorized; 18,657,500 and 17,932,500 shares issued and outstanding, respectively	18,658	17,932
Additional paid-in-capital	4,314,060	1,721,729
Deficit accumulated during the development stage	(3,931,108)	(1,307,188)
<b>Total stockholders' equity</b>	<b>401,610</b>	<b>432,473</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 623,078</b>	<b>\$ 569,683</b>

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

**EVENTURE INTERACTIVE, INC.**  
**(FORMERLY CHARLIE GPS, INC.)**  
**(A DEVELOPMENT STAGE COMPANY)**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

					From November 29,
	<b>Three months Ended September 30,</b>		<b>Nine months Ended September 30,</b>		<b>2010 (Inception) to September 30, 2013</b>
	<b>2013</b>	<b>2012</b>	<b>2013</b>	<b>2012</b>	
Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
General and administrative expenses	516,932	108,174	2,623,920	119,515	3,931,108
<b>Net loss</b>	<b>\$ (516,932)</b>	<b>\$ (108,174)</b>	<b>\$ (2,623,920)</b>	<b>\$ (119,515)</b>	<b>\$ (3,931,108)</b>
Basic and diluted net loss per common share	\$ (0.03)	\$ (0.01)	\$ (0.14)	\$ (0.01)	
Weighted average number of common shares outstanding – basic and diluted	18,558,038	10,400,000	18,274,808	10,400,000	

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

**EVENTURE INTERACTIVE, INC.**  
**(FORMERLY CHARLIE GPS, INC.)**  
**(A DEVELOPMENT STAGE COMPANY)**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

	Nine Months Ended September 30,		From November 10, 2010
	2013	2012	(Inception) to September 30, 2013
<b>Operating activities</b>			
Net loss	\$ (2,623,920)	\$ (119,515)	\$ (3,931,108)
Adjustments to reconcile net loss to net cash used in operating activities:			
Stock-based compensation	1,893,057	-	2,914,569
Depreciation expense	1,775	-	1,775
Changes in operating assets and liabilities:			
Prepaid expenses	-	5,507	-
Inventory	-	-	(1,258)
Deposits	(5,000)	-	(5,000)
Accounts payable	91,267	-	211,563
Accrued expenses	(7,009)	107,476	75,481
<b>Net cash used in operating activities</b>	<b>(649,830)</b>	<b>(6,532)</b>	<b>(733,978)</b>
<b>Investing activities</b>			
Software development costs	(96,250)	-	(106,250)
Acquisition of fixed assets	(38,000)	-	(38,000)
Purchase of domain name	-	-	(60,000)
<b>Net cash used in investing activities</b>	<b>(134,250)</b>	<b>-</b>	<b>(204,250)</b>
<b>Financing activities</b>			
Contributed capital from related party	-	-	1,650
Proceeds from notes payable, related party	-	2,000	3,141
Proceeds from sale of common stock	700,000	-	1,207,000
<b>Net cash provided by financing activities</b>	<b>700,000</b>	<b>2,000</b>	<b>1,211,791</b>
<b>Net increase (decrease) in cash</b>	<b>(84,080)</b>	<b>(4,532)</b>	<b>273,563</b>
<b>Cash at beginning of the period</b>	<b>357,643</b>	<b>4,532</b>	<b>-</b>
<b>Cash at end of the period</b>	<b>\$ 273,563</b>	<b>\$ 0</b>	<b>\$ 273,563</b>
<b>Supplemental disclosure of cash flow information:</b>			
Cash paid during the period for:			
Income taxes	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -
<b>Non-cash investing and financing transactions:</b>			
Contributed capital from the forgiveness of debt, related party	\$ -	\$ 5,991	\$ 5,991
Distribution of net liabilities to former shareholder	\$ -	\$ -	\$ 105,218
Common stock subject to redemption issued for purchase of domain name	\$ -	\$ -	\$ 43,750
Software contributed for common stock	\$ -	\$ -	\$ 98,290

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

**EVENTURE INTERACTIVE, INC.**  
**(FORMERLY CHARLIE GPS, INC.)**  
**(A DEVELOPMENT STAGE COMPANY)**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

**1. ORGANIZATION AND BUSINESS OPERATIONS**

Charlie GPS, Inc. was incorporated in the State of Nevada on November 29, 2010 ("Inception"). 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 November 20, 2012, the Company filed Amended and Restated Articles of Incorporation (the "Charter Amendment") with the Nevada Secretary of State to, among other things, (i) change its name to Live Event Media, Inc.; (ii) increase 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 the Company's officers and directors to the Company, the Company's stockholders and the Company's creditors to the fullest extent permitted by Nevada law.

On February 20, 2013, the Company filed Amended and Restated Articles of Incorporation with the Nevada Secretary of State to change its name to Eventure Interactive, Inc. (the "Company").

**Asset Acquisition**

On November 21, 2012, the Company issued 14,582,500 shares of common stock in exchange for software, which resulted in a change of control of the Company. This transaction was accounted for as a transfer of nonmonetary assets by a shareholder and was recorded at the historical cost of the software which was \$ 98,290 . In connection with the transaction, the Company cancelled 8,000,000 shares of common stock of the former principal shareholder of the Company and transferred \$ 1,258 of the Company's inventory and \$ 106,476 of the Company's liabilities to the former principal shareholder of the Company. The Company treated the cancellation of assets and liabilities as a contribution of capital to the Company of \$ 105,218 .

**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 \$ 3,931,108 as of September 30, 2013 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.



## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

### *Basis of Presentation*

The accompanying unaudited interim consolidated financial statements of Eventure Interactive, Inc. have been prepared in accordance with accounting principles generally accepted in the United States of America and the rules of the Securities and Exchange Commission ("SEC"), and should be read in conjunction with the audited financial statements and notes thereto contained in the Company's latest Annual Report on Form 10-K filed with the SEC. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of financial position and the results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year. Notes to the financial statements which would substantially duplicate the disclosure contained in the audited financial statements for the most recent year ended December 31, 2012, as reported in Form 10-K, have been omitted.

### *Principles of Consolidation*

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

### *Development Stage Company*

The Company is currently considered a development stage company. As a development stage enterprise, the Company discloses the deficit accumulated during the development stage and the cumulative statements of operations and cash flows from inception to the current balance sheet date. An entity remains in the development stage until such time as, among other factors, revenues have been realized.

### *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 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 Share*

Basic loss per 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 share gives effect to all dilutive potential common shares outstanding during the period. Dilutive loss per 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 share. At September 30, 2013, the Company had 1,534,168 stock options and 750,000 warrants that would have been included in its calculation of diluted net loss per share if they were not antidilutive.

### Fixed Assets

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

### 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.

### Intangible Assets - Domain Name

On December 28, 2012, the Company purchased a domain name. The Company considers the domain name an indefinite-lived intangible asset and will test for impairment on an annual basis.

### 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.

### Reclassifications

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

### 3. RELATED PARTIES

The Company received unsecured, non-interest bearing demand loans totaling \$ 2,000 during the nine months ended September 30, 2012 from the Company's former CEO. These loans were forgiven and contributed as capital during 2012.

On August 20, 2012, a related party contributed capital of \$2,800 by paying for audit and accounting services on behalf of the Company.

During July 2013, the Company entered into a one-year lease with an entity that is 12% owned by the Chief Executive Officer ("CEO") of the Company. The Company incurred expenses of \$7,944 to this entity during the three months ended September 30, 2013.

On August 1, 2013, the Company's CEO sold fixed assets to the Company for cash proceeds of \$21,030.

### 4. COMMON STOCK SUBJECT TO REDEMPTION

In connection with the Company's purchase of the domain name, the Company provided the seller with the right to exchange his 25,000 shares of common stock received in connection with the transaction (valued at \$ 43,750 ) for \$ 15,000 in the event the buyer is unable to utilize Rule 144 to resell the shares within eight months following the December 28, 2012 issuance date.

## 5. STOCKHOLDERS' EQUITY

### 2012 Equity Incentive Plan

On July 1, 2013, our board of directors and shareholders owning a majority of our outstanding shares authorized an increase in the number of shares issuable under our 2012 Equity Incentive Plan from 2,500,000 shares to 7,500,000 shares.

### Sales of Common Stock

On December 29, 2010, the Company issued 8,000,000 shares of common stock at a price of \$ 0.001 per share, to its sole Director, for total cash proceeds of \$ 8,000 .

During 2011, the Company issued 2,400,000 shares of common stock at a price of \$ 0.01 per share for total cash proceeds of \$ 24,000 .

During 2012, the Company issued 950,000 shares of common stock at a price of \$ 0.50 per share for total cash proceeds of \$ 475,000 .

On March 7, 2013, the Company issued 250,000 shares of common stock at a price of \$ 1.00 per share for total cash proceeds of \$ 250,000 .

On June 12, 2013, the Company issued 200,000 shares of common stock at a price of \$ 1.00 per share for total cash proceeds of \$ 200,000 .

On August 7, 2013, the Company issued 250,000 shares of common stock at a price of \$ 1.00 per share for total cash proceeds of \$ 250,000 .

### Cancellation of Common Stock and distribution of assets and liabilities to former shareholder

In connection with the change of control, on November 21, 2012, the Company cancelled 8,000,000 shares of common stock. In addition, the Company created a separate entity named Charlie GPS Split Corp. ("Split-off Corp") and in connection therewith transferred \$ 1,258 of the Company's inventory and \$ 106,476 of the Company's liabilities to Split-off Corp in addition to transferring all of the capital stock of Split-off Corp to the former principal shareholder of the Company. The Company treated the cancellation of assets and liabilities as a contribution of capital to the Company of \$ 105,218 .

### Issuances of Common Stock for Assets

On November 21, 2012, the Company issued 14,582,500 shares of common stock in exchange for software. This transaction was accounted for as a transfer of nonmonetary assets by a shareholder and was recorded at the historical cost of the software which was \$ 98,290 .

On December 28, 2012, the Company purchased a domain name for \$ 60,000 in cash and 25,000 shares of common stock of the Company. The common stock issued for the domain name was valued at the grant date closing price on December 28, 2012, or \$ 1.75 per share, and totaled \$ 43,750 .

### Common Stock Issued for Services

During March 2013, the Company entered into a consulting agreement with Hart Partners LLC to perform certain services on behalf of the Company and required the Company to issue 25,000 shares of its common stock upon execution of the agreement, and would require the Company to issue an additional 25,000 shares in six months in the event the agreement is not terminated by either party. The Company issued 25,000 shares of common stock to Hart Partners LLC during the nine months ended September 30, 2013, which were valued at the grant date closing price of \$ 2.38 per share, and totaled \$ 59,500 which the Company recorded as stock compensation. The Company and Hart Partners LLC cancelled their consulting agreement after six months and, accordingly, the Company is not obligated to issue the remaining 25,000 shares of common stock.

### Stock Option Awards

During January through February 2013, the Company granted certain employees and consultants options to purchase 1,250,000 shares of common stock. The options all have an exercise price of \$ 0.50 per share and vest over periods of 0 to 4 years. The stock price on the grant date was \$ 1.79 - \$2.14 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 182.18 % - 195.60 % ( 4 ) dividend rate of 0 %. As a result, the fair value of these options on the grant date was \$ 2,339,820 and the intrinsic value was \$ 1,738,500 .

During April through September 2013, the Company granted certain consultants and the Company's Chief Financial Officer options to purchase 155,000 shares of common stock. The options all have an exercise price of \$ 1.00 per share and vest over 2 to 4 years. The stock price on the grant date was \$ 3.00-\$3.51 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 180.83-188.37 %. As a result, the fair value of these options on the grant date was \$ 475,041 and the intrinsic value was \$ 324,000 .

A summary of stock option activity is presented below:

	Number of Shares	Weighted Average Exercise Price
Outstanding at December 31, 2012	200,000	\$ 0.50
Granted	1,405,000	\$ 0.56
Exercised	-	-
Expired/Forfeited/Cancelled	(70,832)	-
Outstanding at September 30, 2013	1,534,168	\$ 0.54

During the nine months ended September 30, 2013 and 2012, the Company recognized stock-based compensation expense of \$ 1,833,557 and \$ 0 , respectively, related to stock options. As of September 30, 2013, there was approximately \$ 938,288 of total unrecognized compensation cost related to non-vested stock options.

### Warrant Awards

On December 3, 2012, the Company issued warrants to third parties to purchase 750,000 shares of its common stock granted with an exercise price of \$ 0.01 per share. The stock price on the grant date was \$ 1.24 per share. As a result, the intrinsic value for these warrants on the grant date was \$ 922,500 . The fair value of these warrants was \$ 929,734 and 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, (3) expected stock volatility of 178.45 %, and (4) expected dividend rate of 0 %. All of the warrants vested immediately and \$929,734 was expensed during the year ended December 31, 2012.

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, 2012	750,000	\$ 0.01		\$
Granted	-	\$ -		
Exercised	-	-		
Expired/Forfeited	-	-		
Outstanding at September 30, 2013	750,000	\$ 0.01	9.3	\$ 2,280,000

## 6. COMMITMENTS AND CONTINGENCIES

Effective August 15, 2013, we entered into an Independent Contractor Agreement 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. 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.

The Company had no obligation owed to Jigsaw at September 30, 2013.

## 7. SUBSEQUENT EVENTS

During October 2013, the Company issued 125,000 shares of common stock at a price of \$1.00 per share for total cash proceeds of \$125,000.

## **ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

### **Statement Regarding Forward-Looking Information**

This report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts included in this Quarterly Report on Form 10-Q, including without limitation, statements in this Management’s Discussion and Analysis of Financial Condition and Results of Operations regarding our financial position, estimated working capital, business strategy, the plans and objectives of our management for future operations and those statements preceded by, followed by or that otherwise include the words “believe”, “expects”, “anticipates”, “intends”, “estimates”, “projects”, “target”, “goal”, “plans”, “objective”, “should”, or similar expressions or variations on such expressions are forward-looking statements. We can give no assurances that the assumptions upon which the forward-looking statements are based will prove to be correct. Because forward-looking statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by the forward-looking statements. There are a number of risks, uncertainties and other important factors that could cause our actual results to differ materially from the forward-looking statements, including, but not limited to, the availability and pricing of additional capital to finance operations.

Except as otherwise required by the federal securities laws, we disclaim any obligations or undertaking to publicly release any updates or revisions to any forward-looking statement contained in this Quarterly Report on Form 10-Q to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

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

### **Overview**

Since November 21, 2012, we have engaged in the social media business. Our first project is the socialization of the ordinary utilitarian calendar. 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 the 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 correctly. 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 syncs and allows for access and review of activities.

Our technically unique, yet simple-to-use application 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 ad-hoc network. Even for those who could not attend, our “Wish You Were Here” feature allows for a participation in an online stream of the event activities, thus truly socializing the event within the user’s circle of connections.

During 2013, we will continue to develop and commercialize our social media business with the objective of creating operating revenues. This may require us to raise additional funds to support our future growth plans

On November 21, 2012, we entered into and closed an Asset Purchase Agreement (the “Asset Purchase Agreement”) with Local Event Media, Inc., our wholly owned Nevada subsidiary, and Gannon Giguere and Alan Johnson (collectively the “Sellers”) under which the Sellers sold to us assets (the “Assets”) intended to enable us to engage in the social media business. The 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.

## Asset Purchase Agreement

In conjunction with the Asset Purchase Agreement and in consideration of the purchase of the Assets, we issued an aggregate of 14,582,500 shares of our restricted common stock to the Sellers and their assigns. In conjunction with the closing under the Asset Purchase Agreement (the “Closing”), 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 which was completed in December 2012 and in which we sold an aggregate of 950,000 shares for an aggregate of \$475,000.

At the Closing or in anticipation of the Closing, 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.
- Effective 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.
- Effective at Closing, our pre-Asset Purchase Agreement officers and directors resigned, we increased the size of our board of directors to three members with the intent to increase the board to at least five members post-Closing and we appointed new executive officers and two directors to fill the vacancies created by the resignations and the increase in the size of the board. In connection therewith we appointed Gannon Giguere as our Chairman, Chief Executive Officer and Secretary and appointed Alan Johnson as our President and as a Director.
- 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.
- Effective at Closing, we entered into Employment Agreements with Gannon Giguere and Alan Johnson.
- Effective at Closing, we entered into Indemnification Agreements with Gannon Giguere and Alan Johnson under which we agreed to indemnify Messrs. Giguere 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.

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 restricted common stock. We have agreed to buy back the restricted shares from the domain name seller at a price of \$0.60 per share if they are not saleable under Rule 144 of the Securities Act of 1933, as amended, eight months following their issuance date. We subsequently launched a social calendar application on our website, [www.eventure.com](http://www.eventure.com).

We believe our Social Calendaring application to be unique and that it will appeal to both social and work events, allowing for a comprehensive business model including:

- Digital Invitation Sales
- Ad Suppression Subscription
- Media Cloud Storage
- Event Ticket Sales
- Sponsored Content

- Targeted Listings
- Promotional Offers

We expect to be able to generate multiple revenue streams from each user, as well as professional event organizations and eventually project management professionals.

## **Results of Operations**

### **Revenues**

We generated no revenues during the period from November 29, 2010 (date of inception) through September 30, 2013.

### **Loss from Operations**

We incurred net losses from operations of \$516,932 and \$2,623,920 for the three and nine months ended September 30, 2013, respectively. For the three and nine months ended September 30, 2012, we incurred losses from operations of \$108,174 and \$119,515, respectively. The increase in comparable losses was due to increases in general and administrative expenses due to the commencement of operations of the Company. Such expenses included stock-based compensation of \$240,664 and \$1,893,057 and salaries of \$130,771 and \$368,170, for the three and nine months ended September 30, 2013, respectively.

### **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.

At September 30, 2013, cash was \$273,563 and a \$5,000 deposit. At the same time, we had current liabilities of \$177,718, which consisted of accounts payable and accrued expenses. We attribute our net loss from operations to having no revenues to sustain our operating costs as we are a development stage company. At December 31, 2012, cash was \$357,643 and we had no other current assets. At the same time, we had current liabilities of \$93,460, which consisted of accounts payable and accrued expenses.

#### Net Cash Used in Operating Activities

Net cash used in operating activities was \$649,830 for the nine months ended September 30, 2013, as compared to net cash used of \$6,532 for the nine months ended September 30, 2012. The increase in net cash used in operations was primarily due to the net loss of \$2,623,920 partially offset by stock compensation of \$1,893,057, and accounts payable of \$91,267.

#### Net Cash Used by Investing Activities

During the nine months ended September 30, 2013 and 2012, we used \$134,250 and \$0, respectively, of cash in investing activities. The cash used in investing activities in 2013 was for software development costs of \$96,250, and purchase of fixed assets of \$38,000.

#### Net Cash Provided by Financing Activities

During the nine months ended September 30, 2013, we received \$700,000 in proceeds from the sale of our common stock to investors as compared to \$2,000 in proceeds from notes payable from a related party for the nine months ended September 30, 2012.



## 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

Our financial statements have been prepared on a going concern basis which assumes that we will be able to realize our assets and discharge our liabilities in the normal course of business for the foreseeable future. We have incurred losses since inception resulting in an accumulated deficit of \$3,931,108 as of September 30, 2013 and further losses are anticipated in the development of our business raising substantial doubt about our ability to continue as a going concern. Our ability to continue as a going concern is dependent upon our generating profitable operations in the future and/or obtaining the necessary financing to meet our obligations and repay our 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.

## **Critical Accounting Policies and Estimates**

### 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.

#### Off-Balance Sheet Arrangements

None.

#### Contractual Obligations

Not applicable.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Not applicable.

## **ITEM 4. CONTROLS AND PROCEDURES**

### **Evaluation of Disclosure Controls and Procedures**

We maintain disclosure controls and procedures that are designed to ensure that material information required to be disclosed in our periodic reports filed under the Securities Exchange Act of 1934, as amended, or 1934 Act, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and to ensure 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. At the end of the quarter ended September 30, 2013 we carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and the principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rule 13(a)-15(e) under the 1934 Act. Based on this evaluation, and for the same reasons set forth in our Annual Report on Form 10-K for the year ended December 31, 2012 management concluded that as of September 30, 2013 our disclosure controls and procedures were not effective.

### **Limitations on Effectiveness of Controls and Procedures**

Our management, including our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), does not expect that our disclosure controls and procedures will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include, but are not limited to, the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

### **Changes in Internal Controls**

During the fiscal quarter ended September 30, 2013, there have been no changes in our internal control over financial reporting that have materially affected or are reasonably likely to materially affect our internal controls over financial reporting.

## **PART II – OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

From time to time we may be a defendant and plaintiff in various legal proceedings arising in the normal course of our business. We are currently not a party to any material legal proceedings or government actions, including any bankruptcy, receivership, or similar proceedings. In addition, we are not aware of any known litigation or liabilities involving the operators of our properties that could affect our operations. Furthermore, as of the date of this Quarterly 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 1A. RISK FACTORS**

Not applicable.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

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. It was originally intended that the shares to be issued in this offering would not have anti-dilution protection. However, we subsequently determined to provide for anti-dilution protection. The shares issued in the offering contain full ratchet anti-dilution protection for one year following the final closing thereunder. If we issue common stock at less than \$1.00 per share during such one year period or if we issue 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. 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 closed on the sale of 125,000 shares (\$125,000). The shares were issued in reliance on the exemption from the registration requirements of the Securities Act provided by Section 4(2) of the Securities Act and/or Registration D promulgated thereunder, as transactions by an issuer not involving a public offering.

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. The issuance of the options was made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act for transactions by an issuer not involving a public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701.

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. The issuance of the options was made in reliance on the exemption from registration provided by Section 4(2) of the Securities Act for transactions by an issuer not involving a public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701.

### **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

### **ITEM 5. OTHER INFORMATION**

On July 1, 2013, our board of directors and shareholders owning a majority of our outstanding shares authorized an increase in the number of shares issuable under our 2012 Equity Incentive Plan from 2,500,000 shares to 7,500,000 shares.

Effective August 15, 2013 we entered into an Independent Contractor Agreement (the “Agreement”) 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. 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.

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.

## **ITEM 6. EXHIBITS**

In reviewing the agreements included as exhibits to this Form 10-Q, 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-Q 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:

<b><i>Exhibit No.</i></b>	<b><i>Description</i></b>
10.1	Independent Contactor Agreement made effective as of August 15, 2013 between Registrant and Jigsaw Partners, Inc.
31.1	Certification of Principal Executive Officer pursuant to Section 302 the Sarbanes-Oxley Act of 2002
31.2	Certification of Principal Financial Officer pursuant to Section 302 the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

## SIGNATURES

In accordance with the requirements of the Securities Exchange Act of 1934, the Registrant has caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

November 14, 2013

EVENTURE INTERACTIVE, INC.

By: /s/ Gannon Giguere  
Gannon Giguere, Chief Executive Officer

November 14, 2013

EVENTURE INTERACTIVE, INC.

By: /s/ Michael D. Rountree  
Michael D. Rountree, Chief Financial Officer

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this "Agreement") is made effective as of August 15, 2013, by and between Eventure Interactive Inc. of 3420 Bristol Street, 6th Floor, Costa Mesa, California 92626, and Jigsaw Partners Inc. of 3420 Bristol Street, 6th Floor, Costa Mesa, California 92626. In this Agreement, the party who is contracting to receive the services shall be referred to as "EVTI", and the party who will be providing the services shall be referred to as "Jigsaw".

**1. DESCRIPTION OF SERVICES.** Jigsaw will provide marketing and other services to EVTI (collectively, the "Services") intended to generate traffic / users to EVTI's products and services. Jigsaw represents and warrants to EVTI that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the provision of the Services. Jigsaw represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which it will be performing Services concurrently with those to be performed herein.

**2. TERM.** The term of this Agreement (the "Term") shall commence as of the Effective Date, and continue for a period of two (2) years. Thereafter, this Agreement may be renewed or extended for any period as may be mutually agreed to by the parties.

**3. COMPENSATION.**

(a) Cash Retainer. EVTI shall pay Jigsaw cash compensation on a monthly basis following each month of the Term. The monthly cash compensation shall be in the amount of \$2,500 payable on the 15<sup>th</sup> of each month with the first payment being payable on September 15, 2013.

(b) Bounty Payments. EVTI shall make bounty payments to Jigsaw 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 2 new sessions). Such bounty payments are due within 30 days of download.

(c) Commission on Net New Revenue. EVTI shall pay Jigsaw a 10% Commission on net new revenue derived from invitation sales, 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. (For purposes of the foregoing, net new revenue is defined as revenue minus the cost of the service allocated to the exact type of revenue.)

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(d) Commission on Net Renewal Revenue. EVTI shall pay Jigsaw a 5% commission on net renewal revenue derived from cloud storage, ad suppression and other continuity 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 Renewal Revenue is defined as revenue minus the cost of the service allocated to the exact type of revenue.) The obligation of EVTI to pay Net Renewal Revenue to Jigsaw shall continue, to the extent applicable, beyond the termination of this Agreement.

(e) Equity in Lieu of Cash. Jigsaw may, in its sole discretion, agree to accept shares of EVTI restricted common stock in lieu of any cash payments due to Jigsaw under this Section 3. Jigsaw may do so by providing written notice thereof to EVTI. In such event the number of shares issuable to Jigsaw shall be determined at the discretion of Jigsaw based upon (i) the average closing price of EVTI common stock during the five trading days immediately prior to the date on which such written notice is received by EVTI after applying a 10% discount to such average closing price, or (ii) to the extent applicable, the price at which EVTI is offering shares of EVTI's restricted common stock in a private placement offering taking place at the time that the written notice is received, or if no such private placement offering is then taking place, at the price at which EVTI sold shares of common stock in a private placement offering which was completed and closed within 30 days of the date on which the written notice was received. By way of example with regard to (i) above, if Jigsaw agrees to convert \$10,000 of cash compensation based upon an average closing price of \$4.00 per share, Jigsaw would be entitled to receive approximately 2,778 shares which represents 10,000 divided by 3.60.

(f) Independent Contractor. The parties agree that all Services will be rendered by Jigsaw as an independent contractor and that this Agreement does not create an employer-employee relationship between Jigsaw and EVTI. Jigsaw shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. Jigsaw agrees to pay all taxes including, self-employment taxes due in respect of any compensation received by it under this Agreement and to indemnify EVTI in the event EVTI is required to pay any such taxes on behalf of Jigsaw.

#### **4. CONFIDENTIAL INFORMATION**

(a) General. For the purposes of this Agreement, Confidential Information shall mean and collectively include: all information relating to the business, plans and/or technology of EVTI including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, records, databases, formulations, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.



Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to Jigsaw; (b) can be demonstrated in writing to have been rightfully in the possession of Jigsaw prior to the disclosure of such information to Jigsaw by EVTI; or (c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Jigsaw.

(b) Non Disclosure to Third Parties. Except as required by Jigsaw's Services, Jigsaw shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information, to any third party without the prior written consent of EVTI which consent may be denied in each instance and all of the same, shall belong exclusively to EVTI.

(c) Documents, etc. All documents, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to the pricing of EVTI' products and services, records, notebooks and all other materials containing Confidential Information, that come into Jigsaw's possession or control by reason of Jigsaw's performance of the relationship, whether prepared by Jigsaw or others: (a) are the property of EVTI, (b) will not be used by Jigsaw in any way other than in connection with the performance of the Services, (c) will not be provided or shown to any third party by Jigsaw, (d) will not be removed from EVTI's or Jigsaw's premises (except as Jigsaw's Services require), and (e) at the termination (for whatever reason), of Jigsaw's relationship with EVTI, will be left with, or forthwith returned by Jigsaw to EVTI.

**5. EQUITABLE RELIEF** . Jigsaw agrees that any breach of Article 4 above by it would cause irreparable damage to EVTI and that, in the event of such breach, EVTI shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation or threatened violation of Jigsaw's obligations hereunder.

**6. MISCELLANEOUS .**

(a) Any waiver by EVTI of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by EVTI shall be in writing.

(b) In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

(c) EVTI shall have the right to assign its rights and obligations under this Agreement to a party which assumes EVTI's obligations hereunder. Jigsaw shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of EVTI.

(d) Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

(e) This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. Any amendment, consent, decision, waiver or other action to be made, taken or given by EVTI with respect to the Agreement shall be made, taken or given on behalf of EVTI only by authority of EVTI's Board of Directors.

(f) Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person, when faxed or emailed (assuming proof of receipt can be established), if mailed, by certified or registered first class mail, postage prepaid, return receipt requested, when received. All such notices and communications shall be addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section 7(f).

(g) This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of California, without regard to any state's choice of law provisions. Courts within the State of California will have jurisdiction over all disputes between the parties arising out of or relating to this Agreement.

(h) The provisions of Sections 3 and 4 of this Agreement shall survive the expiration of the Term or the termination of this Agreement. This Agreement supersedes all prior agreements, written or oral, between EVTI and Jigsaw relating to the subject matter of this Agreement.

(i) This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Delivery of an executed counterpart of this Agreement may be made by facsimile or other electronic transmission. Any such counterpart or signature pages sent by facsimile or other electronic transmission shall be deemed to be written and signed originals for all purposes, and copies of this Agreement containing one or more signature pages that have been delivered by facsimile or other electronic transmission shall constitute enforceable original documents. As used in this Agreement, the term “electronic transmission” means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient of the communication, and that may be directly reproduced in paper form by such a recipient through an automated process.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement effective as of the date first written above.

EVENTURE INTERACTIVE INC.

JIGSAW PARTNERS, INC.

By: /s/ Gannon Giguere  
Name: Gannon Giguere  
Title: CEO

By: /s/ Vinay Jatwani  
Name: Vinay Jatwani  
Title: CEO

**CERTIFICATION OF PRINCIPAL EXECUTIVE AND FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Gannon Giguere, Principal Executive Officer of Eventure Interactive, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Eventure Interactive, Inc. for the quarterly period ended September 30, 2013;

2. Based on my knowledge, the quarterly report does not contain any untrue statement of 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;

4. The registrant's other certifying officer 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 quarterly 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 registrant's most recent fiscal quarter 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 the registrant's board of directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses 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 controls.

Date: November 14, 2013

/s/ Gannon Giguere  
Gannon Giguere, Principal Executive Officer

**CERTIFICATION OF PRINCIPAL EXECUTIVE AND FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael D. Rountree, Principal Financial Officer of Eventure Interactive, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Eventure Interactive, Inc. for the quarterly period ended September 30, 2013;

2. Based on my knowledge, the quarterly report does not contain any untrue statement of 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly report;

4. The registrant's other certifying officer 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 quarterly 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 registrant's most recent fiscal quarter 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 the registrant's board of directors (or persons performing the equivalent function):

(a) All significant deficiencies and material weaknesses 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 controls.

Date: November 14, 2013

/s/ Michael D. Rountree  
Michael D. Rountree, Principal Financial Officer

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**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 Quarterly Report of Eventure Interactive, Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2013 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Gannon Giguere, 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.

Date: November 14, 2013

/s/ Gannon Giguere  
Gannon Giguere, Principal Executive Officer

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**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 Quarterly Report of Eventure Interactive, Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2013 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.

Date: November 14, 2013

/s/ Michael D. Rountree  
Michael D. Rountree, Principal Financial Office

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