

# EVENTURE INTERACTIVE, INC.

## FORM 10-Q (Quarterly Report)

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Address	3420 BRISTOL STREET 6TH FLOOR COSTA MESA, CA 92626
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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 **March 31, 2015**

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 61,400,877 shares of the issuer's common stock outstanding as of May 14, 2015.

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**EVENTURE INTERACTIVE, INC.**  
**FORM 10-Q**  
**FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2015**  
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## PART I – FINANCIAL INFORMATION

### ITEM 1. FINANCIAL STATEMENTS

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**EVENTURE INTERACTIVE, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**

	<u>March 31, 2015</u>	<u>December 31, 2014</u>
<b><u>ASSETS</u></b>		
<b>Current Assets</b>		
Cash	\$ 1,512	\$ 2,957
Deposits	15,196	15,196
<b>Total current assets</b>	16,708	18,153
Fixed assets, net	59,342	52,782
<b>Total assets</b>	<b>\$ 76,050</b>	<b>\$ 70,935</b>
<b><u>LIABILITIES AND STOCKHOLDERS' DEFICIT</u></b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 742,304	\$ 400,323
Accrued expenses	281,527	924,372
Related party advance	53,387	-
Related party notes payable	175,158	555,250
Notes payable, net of discount of \$2,021 and \$2,889, respectively	147,979	147,111
Convertible notes payable, net of discount of \$404,099 and \$168,000 respectively	150,901	6,000
Common stock payable	25,000	-
Derivative liabilities – current	675,166	177,149
<b>Total current liabilities</b>	2,251,422	2,210,205
Derivative liabilities – non-current	176,459	328,044
Convertible notes payable, net of debt discount of \$53,702 and \$55,556 respectively	1,854	-
<b>Total liabilities</b>	2,429,735	2,538,249
Commitments and contingencies		
<b>Stockholders' Deficit</b>		
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; 61,325,877 and 25,481,323 shares issued and outstanding, respectively	61,326	25,481
Subscriptions receivable	(125,000)	-
Additional paid-in-capital	29,794,904	25,242,130
Accumulated deficit	(32,084,915)	(27,734,925)
<b>Total stockholders' deficit</b>	(2,353,685)	(2,467,314)
<b>Total liabilities and stockholders' deficit</b>	<b>\$ 76,050</b>	<b>\$ 70,935</b>

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

**EVENTURE INTERACTIVE, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

	<b>Three Months Ended March 31, 2015</b>	<b>Three Months Ended March 31, 2014</b>
Revenues	\$ -	\$ -
General and administrative expenses	4,175,147	16,048,120
<b>Operating loss</b>	<u>(4,175,147)</u>	<u>(16,048,120)</u>
Change in fair value of derivative liabilities	(19,797)	-
Interest expense	(155,046)	-
<b>Net loss</b>	<u><b>\$ (4,349,990)</b></u>	<u><b>\$ (16,048,120)</b></u>
Net loss per common share – basic and diluted	\$ (0.09)	\$ (0.79)
Weighted average number of common shares outstanding	47,455,946	20,427,429

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

**EVENTURE INTERACTIVE, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2015</b>	<b>2014</b>
<b>Cash flows from operating activities</b>		
Net loss	\$ (4,349,990)	\$ (16,048,120)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation	3,022,215	15,636,976
Change in fair value of derivative liabilities	19,797	-
Depreciation and amortization expense	7,165	3,364
Amortization of debt discount on notes	147,623	-
Changes in operating assets and liabilities:		
Accounts payable	341,981	22,506
Accrued expenses	277,052	114,175
<b>Net cash used in operating activities</b>	<b>(534,157)</b>	<b>(271,099)</b>
<b>Cash flows from investing activities</b>		
Software development costs	-	(163,639)
Acquisition of fixed assets	(13,725)	(2,900)
<b>Net cash used in investing activities</b>	<b>(13,725)</b>	<b>(166,539)</b>
<b>Cash flows from financing activities</b>		
Proceeds from related party loans	24,000	-
Repayments of related party loans	(43,700)	-
Related party advance	53,387	-
Proceeds from convertible notes	337,750	-
Proceeds from sale of common stock	175,000	675,000
<b>Net cash provided by financing activities</b>	<b>546,437</b>	<b>675,000</b>
<b>Net change in cash</b>	<b>(1,445)</b>	<b>237,362</b>
<b>Cash at beginning of the period</b>	<b>2,957</b>	<b>67,762</b>
<b>Cash at end of the period</b>	<b>\$ 1,512</b>	<b>\$ 305,124</b>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid for:		
Income taxes	\$ -	\$ -
Interest	\$ -	\$ -
<b>Noncash investing and financing transactions:</b>		
Original issue discount on issuance of convertible debt	\$ 43,251	\$ -
Debt discount – variable conversion feature derivative liabilities	\$ 326,635	\$ -
Debt discount – common stock and warrants	\$ 11,115	\$ -
Issuance of common stock for related party notes payable and interest	\$ 362,105	\$ -
Issuance of common stock to settle accrued expenses	\$ 918,184	\$ -
Stock subscriptions receivable	\$ 125,000	\$ -

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

**EVENTURE INTERACTIVE, INC.**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**(UNAUDITED)**

**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 \$32,084,915 as of March 31, 2015 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 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 disclosures contained in the audited financial statements for the most recent year ended December 31, 2014, 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.

**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 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 March 31, 2015, the Company had 9,131,216 stock options and 8,419,908 warrants and 33,480,839 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.

### 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.

### 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.

### 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.

#### New Accounting Pronouncements

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. RELATED PARTY TRANSACTIONS

#### *Related party advance*

During the three months ended March 31, 2015, the Company's CFO advanced the Company \$53,387 to fund the operations of the Company.

#### *Related party notes payable*

At March 31, 2015 and December 31, 2014, the Company owed its Chairman and former CEO \$0 and \$190,250, respectively, for loans provided to the Company by the Chairman. The loans bear interest at 1% per annum. On January 15, 2015, we received a \$14,000 loan from its Chairman bearing interest at 1%. During the three months ended March 31, 2015, the Company paid off \$43,700 of the loans and converted \$160,550 of the loans and \$431 of interest into 2,299,729 shares of common stock of the Company. The Company recorded stock-based compensation of \$114,757 for the difference between the fair value of the common stock issued on the grant date and the loans and interest converted.

At March 31, 2015 and December 31, 2014, the Company owed its CFO \$10,000 and \$40,000, respectively, for loans provided to the Company by the CFO. The loans bear interest at 1% per annum. On February 12, 2015, the Company received a \$10,000 loan from its CFO bearing interest at 1% per annum, payable May 13, 2015. During the three months ended March 31, 2015, the Company converted \$40,000 of the loans and \$143 of interest into 573,471 shares of common stock of the Company. The Company recorded stock-based compensation of \$28,616 for the difference between the fair value of the common stock issued on the grant date and the loans and interest converted.

At March 31, 2015 and December 31, 2014, the Company owed a Director of the Company \$115,158 and \$275,000, respectively, for loans provided to the Company by the Director. The amounts owed to the Director are past due and in default at March 31, 2015. The loans bear interest at 1% per annum. During the three months ended March 31, 2015, the Company converted \$159,842 of the loans and \$1,139 of interest into 2,299,729 shares of common stock of the Company. The Company recorded stock-based compensation of \$114,757 for the difference between the fair value of the common stock issued on the grant date and the loans and interest converted.

At March 31, 2015 and December 31, 2014, the Company owed \$50,000 to a relative of an executive of the Company. The amounts owed to the individual are past due and in default at March 31, 2015. The loans bear interest at 1% per annum.

#### **4. 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 which is due in June 2015. As of March 31, 2015 and December 31, 2014, the amount due in the attached consolidated balance sheet was \$47,979 and \$47,111, respectively, net of discount of \$2,021 and \$2,889, respectively.

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 March 31, 2015, these notes payable are past due and in default.

#### **5. CONVERTIBLE NOTES PAYABLE**

##### **LG Convertible Note**

On December 15, 2014, the Company issued to LG Capital Funding, LLC (“LG”) an 8% convertible promissory note in the principal amount of \$110,000 due December 15, 2015 (the “LG Note”). The LG Note was subject to an original issue discount of \$15,000 resulting in net proceeds 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 LG 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.

The Company amortized \$26,809 of the discount on the convertible notes payable to interest expense during the three months ended March 31, 2015.

##### **JMJ Convertible Note**

On December 15, 2014, we issued a convertible promissory note in the principal amount of \$55,556 to MJM Financial (“MJM”) due December 15, 2016 (the “MJM Note”). The MJM Note was subject to an original issue discount resulting in net proceeds of \$50,000. The MJM Note, including accrued interest due thereon, is convertible by MJM, 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 MJM 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 MJM Note within such 120 day period, a one-time interest charge of 12% will be applied to the principal amount. The MJM Note becomes immediately due and payable upon certain events of default and subjects us to significant default penalties. MJM may provide us with additional loans on the same terms pursuant to which MJM would receive notes which, together with the MJM Note, aggregate to \$250,000. The MJM Note was amended on January 16, 2015 to, among other things, remove a provision which had provided that if, at any time while the MJM Note is outstanding, we issued securities on more favorable terms than those contained in the MJM Note, MJM had the option to include the more favorable terms in the MJM Note.

The conversion price of the \$55,555 JMJ 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.

The Company amortized \$1,854 of the discount on the convertible notes payable to interest expense during the three months ended March 31, 2015.

### **KBM Convertible Note**

On January 29, 2015 and December 19, 2014, the Company issued 8% convertible promissory notes to KBM Worldwide, Inc. (“KBM”) in the principal amounts of \$48,000 and \$64,000, respectively due November 2, 2015 and September 19, 2015, respectively, (the “KBM Notes”). The Company received cash proceeds of \$44,100 and \$60,000 for these notes. The KBM Notes are 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 Notes 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 Notes become immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

The conversion price of the KBM Notes are 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 features were recognized as derivative instruments at the issuance dates and are measured at fair value at each reporting period. The Company determined that the fair value of the derivatives was \$76,817 and \$63,980 at the issuance dates of the \$48,000 and \$64,000 notes, respectively. Debt discount was recorded up to the purchase price of the note and is amortized to interest expense over the term of the notes. The fair value of the beneficial conversion feature in excess of the principal amount allocated to the notes was expensed immediately as unrealized loss on derivative obligation.

The Company amortized \$31,195 of the discount on the KBM Notes to interest expense during the three months ended March 31, 2015.

## **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 a convertible promissory note in the principal amount of \$137,500 to FireRock (the “FireRock Note”). The FireRock Note was subject to an original issue discount of \$15,000 resulting in our receipt of \$122,500 in net proceeds. In connection with the SPA, we also issued 250,000 shares of our restricted common stock and a five-year warrant to purchase 500,000 shares of our common stock at an exercise price of \$0.50 per share to FireRock. 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 FireRock Note and the exercise of the warrant. We were required to file a registration statement with respect to the shares underlying the note 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. The note has a six-month term and provides for payment of interest on the principal amount at maturity at the rate of 1% per annum.

The note, 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 note is 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 remains outstanding, that the note 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 conversion price of the FireRock 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 \$111,385 at the issuance date of the note. The fair value of the 250,000 shares of common stock issued to FireRock was \$25,000. The fair value of the 500,000 warrants issued to FireRock was \$38,774. Debt discount was recorded up to the purchase price of the note and is amortized to interest expense over the term of the note.

The Company amortized \$62,923 of the discount on the FireRock Note to interest expense during the three months ended March 31, 2015.

## **Tangiers Investment Group**

On January 23, 2015, we issued a one-year 10% convertible promissory note to Tangiers Investment Group, LLC (“Tangiers”) in the principal amount of \$55,000 (the “Tangiers Note”). The Tangiers Note was subject to an original issue discount of \$5,000 resulting in net proceeds 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 the Depository Trust Company until such “chill” is remedied and will be reduced by 5% if we are not Deposits and Withdrawal at Custodian 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.

The conversion price of the Tangiers 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 \$126,436 at the issuance date. Debt discount was recorded up to the \$55,000 purchase price of the note (of which \$5,000 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 was expensed immediately as unrealized loss on derivative obligation.

The Company amortized \$10,096 of the discount on the convertible notes payable to interest expense during the three months ended March 31, 2015.

## **Adar Bays**

On January 23, 2015, we issued to Adar Bays, LLC (“Adar”) an 8% convertible promissory note in the principal amount of \$44,000 due January 23, 2016 (the “Adar Note”). The Adar Note was subject to an original issue discount of \$6,500 resulting in net proceeds of \$37,500. 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.

The conversion price of the Adar 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 \$82,630 at the issuance date. Debt discount was recorded up to the \$55,000 purchase price of the note (of which \$6,500 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 was expensed immediately as unrealized loss on derivative obligation.

The Company amortized \$7,779 of the discount on the convertible notes payable to interest expense during the three months ended March 31, 2015.

### **Union Capital**

On March 3, 2015, we issued an 8% convertible promissory note to Union Capital, LLC (“Union”) in the principal amount of \$44,000 due March 3, 2016 (“Union Note”). The Note was subject to an original issue discount resulting in net proceeds of \$38,000. 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. The 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.

The conversion price of the Union 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 \$49,061 at the issuance date. Debt discount was recorded up to the \$44,000 purchase price of the note (of which \$6,000 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 was expensed immediately as unrealized loss on derivative obligation.

The Company amortized \$3,366 of the discount on the convertible notes payable to interest expense during the three months ended March 31, 2015.

### **River North Equity**

On March 18, 2015, we issued to River North Equity, LLC (“River North”) a 9% convertible promissory note in the principal amount of \$52,500 (the “River North Note”). The River North Note was subject to a 10% original issue discount resulting in our receipt of \$47,250 in net 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.

The conversion price of the River North 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 \$57,893 at the issuance date. Debt discount was recorded up to the \$52,500 purchase price of the note (of which \$7,750 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 was expensed immediately as unrealized loss on derivative obligation.

The Company amortized \$1,865 of the discount on the convertible notes payable to interest expense during the three months ended March 31, 2015.

Convertible debt consists of the following as of March 31, 2015 and December 31, 2014:

	<b>March 31, 2015</b>	<b>December 31, 2014</b>
Convertible note dated December 15, 2014, bearing interest at 8% per annum, matures December 15, 2015, and convertible into shares of common stock at a variable conversion price	\$ 110,000	\$ 110,000
Convertible note dated December 18, 2014, bearing interest at 8% per annum, matures November 24, 2015, and convertible into shares of common stock at a variable conversion price	64,000	64,000
Convertible note dated December 16, 2014, bearing interest at 12% per annum, matures December 16, 2016, and convertible into shares of common stock at a variable conversion price	55,556	55,556
Convertible note dated January 29, 2015, bearing interest at 8% per annum, matures November 2, 2015, and convertible into shares of common stock at a variable conversion price	48,000	-
Convertible note dated January 6, 2015, bearing interest at 1% per annum, matures July 6, 2015, and convertible into shares of common stock at a variable conversion price	137,500	
Convertible note dated January 23, 2015, bearing interest at 10% per annum, matures January 23, 2016, and convertible into shares of common stock at a variable conversion price	55,000	
Convertible note dated January 26, 2015, bearing interest at 8% per annum, matures January 23, 2016, and convertible into shares of common stock at a variable conversion price	44,000	
Convertible note dated March 3, 2015, bearing interest at 8% per annum, matures March 3, 2016, and convertible into shares of common stock at a variable conversion price	44,000	
Convertible note dated March 18, 2015, bearing interest at 9% per annum, matures March 18, 2016, and convertible into shares of common stock at a variable conversion price	52,500	-
Less: debt discount	(457,781)	(223,556)
Convertible notes payable, net	152,755	6,000
Less: current portion	(150,901)	(6,000)
Long-term portion	\$ 1,854	\$ -

## 6. 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 three months ended March 31, 2015 was as follows:

	Balance at December 31, 2014	Initial valuation of derivative liabilities upon issuance of new warrants during the year	Decrease in fair value of derivative liability	Balance at March 31, 2015
Derivative warrant instruments	\$ 269,929	\$ -	\$ (164,583)	\$ 105,346

The fair value of these warrants was valued on March 31, 2015 using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 0.26%, (2) term of 7 years, (3) expected stock volatility of 176.02%, (4) expected dividend rate of 0%, and (5) common stock price of \$0.03.

#### **Derivative conversion feature on convertible debt**

Activity for derivative liabilities related to the variable conversion features on convertible debt during the three months ended March 31, 2015 was as follows:

Lender	Balance at December 31, 2014	Initial valuation of derivative liabilities upon issuance of variable feature convertible notes	Change in fair value of derivative liability	Balance at March 31, 2015
LG	110,867	-	23,848	134,715
JMJ	58,115	-	12,998	71,113
KBM (2014)	66,282	-	15,527	81,809
FireRock	-	111,385	24,534	135,919
Tangiers	-	50,000	34,084	84,084
Adar	-	37,500	16,509	54,009
KBM (2015)	-	45,000	16,954	61,954
Union	-	38,000	16,659	54,659
River North	-	44,750	23,267	68,017
Total	\$ 235,264	\$ 326,635	\$ 184,380	\$ 746,279

The fair value of these derivatives was valued on the date of the issuances of the 2015 convertible notes using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 0.17% - 0.26%, (2) term of 0.50- 1.0 years, (3) expected stock volatility of 141% - 168%, (4) expected dividend rate of 0%, and (5) common stock price of \$0.06 - \$0.12.

The fair value of these derivatives was valued on March 31, 2015 using the Black-Scholes option pricing model with the following weighted average assumptions: (1) risk free interest rate 0.25%, (2) term of 0.27 – 1.72 years, (3) expected stock volatility of 130% -228%, (4) expected dividend rate of 0%, and (5) common stock price of \$0.03.

## 7. STOCKHOLDERS' EQUITY

### *Sales of Common Stock for Cash*

During the three months ended March 31, 2015, the Company issued 500,000 shares of common stock to an individual at a price of \$0.05 per share for total cash proceeds of \$25,000. The individual was also issued 500,000 warrants (see warrant awards below). The 500,000 shares of common stock have not yet been issued and are recorded as common stock payable as of March 31, 2015.

### **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 an additional source of funding. 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 although the amount may be limited to the amount of securities that can be registered at any given 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.

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, of which 198,877 shares 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. As of March 31, 2015, Aladdin owed us \$25,000 from the second put, of which \$20,000 was received in May 2015. 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 total issuance of 2,411,265 shares pursuant to the third put. We have deducted 58,322 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.

During the three months ended March 31, 2015, the Company received \$150,000 from Aladdin for the issuance of common stock (as described above). As of March 31, 2015, the Company was owed \$125,000 for subscriptions receivable (as described above).

#### Common Stock issued for Services

##### **Gannon Giguire**

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 Giguire, our Director and former CEO. The amendment reduced the CEO's base annual salary from \$180,000 to \$1, clarified the provision under which we can issue bonuses to the CEO, 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. The fair value of the 5,000,000 shares of common stock issued was \$0.12 per share (\$599,500). During the three months ended March 31, 2015, the Company recorded stock-based compensation of \$599,500 in connection with the issuance of these shares.

On February 2, 2015, \$351,000 in accrued salary due to Gannon Giguire, 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 which were granted piggyback registration rights. The fair value of the common stock issued was \$0.12 per share (\$601,213). The Company recorded the difference between the accrued salary and the fair value of the shares issued of \$250,213 as stock-based compensation during the three months ended March 31, 2015.

On February 2, 2015, an aggregate of \$160,550 of related party notes payable and \$431 of interest 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. Giguere. Piggyback registration rights apply to these shares. The fair value of the common stock issued was \$0.12 per share (\$275,738). The Company recorded the difference between the related notes payable and accrued interest and the fair value of the shares issued of \$114,757 as stock-based compensation during the three months ended March 31, 2015.

#### ***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. The fair value of the 2,000,000 shares of common stock issued was \$0.12 per share (\$239,800). During the three months ended March 31, 2015, the Company recorded stock-based compensation of \$239,800 in connection with the issuance of these shares.

On February 2, 2015, \$339,750 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. The fair value of the common stock issued was \$0.12 per share (\$581,943). The Company recorded the difference between the accrued salary and the fair value of the shares issued of \$242,193 as stock-based compensation during the three months ended March 31, 2015.

On February 2, 2015, an aggregate of \$159,842 of related party notes payable and \$1,139 of interest 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. The fair value of the common stock issued was \$0.12 per share (\$275,738). The Company recorded the difference between the related notes payable and accrued interest and the fair value of the shares issued of \$114,757 as stock-based compensation during the three months ended March 31, 2015.

#### ***Mike Rountree***

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. The fair value of the 2,000,000 shares of common stock issued was \$0.12 per share (\$239,800). During the three months ended March 31, 2015, the Company recorded stock-based compensation of \$239,800 in connection with the issuance of these shares.

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. The fair value of the common stock issued was \$0.12 per share (\$389,564). The Company recorded the difference between the accrued salary and the fair value of the shares issued of \$162,129 as stock-based compensation during the three months ended March 31, 2015.

On February 2, 2015, an aggregate of \$40,000 of related party notes payable and \$143 of interest 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. The fair value of the common stock issued was \$0.12 per share (\$68,759). The Company recorded the difference between the related notes payable and accrued interest and the fair value of the shares issued of \$28,616 as stock-based compensation during the three months ended March 31, 2015.

#### **Other issuances of stock for services**

The Company issued 3,400,000 shares of common stock in aggregate for consulting services during the three months ended March 31, 2015 and recorded stock-based compensation of \$399,300 based on the grant date fair value of the common shares issued.

#### **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

On February 2, 2015, 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 our employees. options have a 10-year term. The stock price on the grant date was \$0.03 per share. As a result, the intrinsic value for these options on the grant date was \$0. The fair value of these options was \$816,037 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 1.68%, (2) term of 10 years, (3) expected stock volatility of 176%, and (4) expected dividend rate of 0%.

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, 2014	2,583,744	\$ 0.81		\$ -
Granted	6,950,000	\$ 0.10		
Cancelled/Expired	(402,528)	\$ 0.41		
Outstanding at March 31, 2015	9,131,216	\$ 0.29	9.48	\$ -
Exercisable at March 31, 2015	1,836,197	\$ 0.60	8.64	\$ -

During the three months ended March 31, 2015 and 2014, the Company recognized stock-based compensation expense of \$418,630 and \$630,416, respectively, related to stock options. As of March 31, 2015, there was \$1,738,785 of total unrecognized compensation cost related to non-vested stock options.

### Warrant Awards

In March 2015, the Company issued 500,000 shares of common stock and 500,000 warrants to an investor for cash proceeds of \$25,000. The warrants have a 10-year term and have an exercise price of \$0.10 per share. The stock price on the grant date was \$0.06 per share. As a result, the intrinsic value for these warrants on the grant date was \$0. The fair value of these warrants was \$29,000 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 1.98%, (2) term of 10 years, (3) expected stock volatility of 147%, and (4) expected dividend rate of 0%. All of the warrants vested immediately.

In February 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. The stock price on the grant date was \$0.12 per share. As a result, the aggregate intrinsic value for these warrants on the grant date was \$1,400. The fair value of these warrants was \$82,650 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 1.68%, (2) term of 10 years, (3) expected stock volatility of 148%, and (4) expected dividend rate of 0%. All of the warrants vested immediately.

In February 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. The stock price on the grant date was \$0.12 per share. As a result, the aggregate intrinsic value for these warrants on the grant date was \$2,200. The fair value of these warrants was \$129,880 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 1.68%, (2) term of 10 years, (3) expected stock volatility of 148%, and (4) expected dividend rate of 0%. All of the warrants vested immediately.

In January 2015, a lender (FireRock) was issued 500,000 warrants in connection with the issuance of a convertible note agreement. The warrants have a 5-year term and have an exercise price of \$0.10 per share. The stock price on the grant date was \$0.10 per share. As a result, the intrinsic value for these warrants on the grant date was \$0. The fair value of these warrants was \$38,774 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 1.29%, (2) term of 5 years, (3) expected stock volatility of 107%, and (4) expected dividend rate of 0%. All of the warrants vested immediately.

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, 2014	3,760,831	\$ 0.75		
Granted	2,800,000	\$ 0.10		
Warrants issued pursuant to anti-dilution adjustments	1,759,077	\$ 0.48		
Exercised		\$ -		
Expired/Forfeited	(250,000)	\$ 1.00		
Outstanding and exercisable at March 31, 2015	<u>8,069,908</u>	<u>\$ 0.35</u>	<u>6.27</u>	<u>\$ 17,100</u>

## 8. 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.

On 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. The consulting agreement is in effect until December 31, 2015 and is subject to renewal.

### *Employment Agreements*

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.

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.

## 9. 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 March 31, 2015:

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 March 31, 2015
Warrant derivatives	\$ -	\$ -	\$ 105,346	\$ 105,346
Variable conversion features - convertible debt derivatives			746,279	746,279
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 851,625</b>	<b>\$ 851,625</b>

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)	
	Three Months Ended March 31,	
	2015	2014
Beginning balance	\$ 505,193	\$ -
Additions	326,635	-
Change in fair value	19,797	-
Ending balance	<u>\$ 851,625</u>	<u>\$ -</u>
Change in unrealized gain included in earnings	<u>\$ 19,797</u>	<u>\$ -</u>

## 10. SUBSEQUENT EVENTS

### DEBT

#### *VGI Convertible Note Agreement*

On April 8, 2015, we issued to Vires Group, Inc. ("VGI"), a 12% convertible promissory note in the principal amount of \$38,000 due January 2016 (the "VGI Note"). 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.

On May 11, 2015, the Company issued to VGI a 12% convertible promissory note in the principal amount of \$10,000 due February 13, 2016 (the "Second VGI Note"). The Second VGI 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.

### ***Crown Bridge Partners***

On April 14, 2015, the Company issued to Crown Bridge Partners, LLC (“CBP”) a 5% convertible promissory note in the principal amount of \$60,000 due April 2016 (the “CBP Note”). The CBP Note is convertible by CBP, at its option, any time after 180 days from issuance at a conversion price equal to 52% of the lowest trading prices for our common stock during the twenty-day trading period prior to the date on which CBP provides us with a conversion notice. The CBP Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

### ***JMJ Financial***

During May 2015, the Company issued MJJ Financial (“MJJ”) a \$25,000 convertible promissory note. The note is identical, in all material respects, to the existing MJJ Note. The note has a two-year term and provide for payment of interest on the principal amount at maturity at the rate of 12% per annum. The note, including accrued interest due thereon, is convertible by MJJ, 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.

### ***Peak One Opportunity Fund***

During May 2015, the Company issued Peak One Opportunity Fund (Peak One”) a \$70,000 convertible promissory note in the principal amount of \$70,000 due May 2018. The Peak One note is convertible at Peak One’s option into common stock of the Company at a conversion price equal to 60% of the lowest bid price 20 days immediately preceding the date of conversion. Pursuant to this agreement, the Company also issued 75,000 shares of common stock to Peak One with a fair value of \$8,625. The value of the shares issued was recorded as debt discount and will be amortized to interest expense over the term of the note.

### **EQUITY**

During May 2015, an investor purchased 500,000 shares of common stock for \$25,000.

During May 2015, the Company received \$20,000 from Aladdin which reduced the subscription receivable from Aladdin from \$125,000 to \$105,000.

### **RELATED PARTY ADVANCES**

A Director of the Company advanced \$65,000 in aggregate to the Company during April and May 2015.

## **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 been engaged in the social communications business with a specific focus on socializing the invitation, calendar, photo/video sharing and local event memory experiences. We have yet to achieve revenues and do not expect to achieve revenues until in or about the second quarter of 2016.

During the quarter ended March 31, 2015, we have continued to develop and commercialize our business, including that part of our business dedicated to software applications and hardware devices, and intend to continue to do so during the remainder of 2015. This will require us to raise additional funds. No assurance can be given that we will be able to do so or that we will be able to do so on reasonable terms. We have incurred losses since our inception. The future of our Company is dependent upon our ability to obtain additional financing, successfully develop and market our products and services and achieve revenues and profitability. We represent a speculative investment. Investors may lose some or all of their investment in us.

Our goal is to bring to market innovative hardware and software products and services centered around social communications and the process sharing of memorable information captured at organized events. Our business plan includes the development and marketing of social calendaring applications, participation games, wearable cameras and streaming devices. As part of our strategy we aim to leverage our ability to design and develop proprietary devices, software and services to provide our customers solutions with superior design, ease-of-use and seamless integration. Our full product solution coined "Eventure Everywhere" is being developed to capture everyday events and turn them into meaningful memories to be scrapbooked, organized, and referenced forever.

Our technically unique, yet simple-to-use, patented mobile-to-web technology platform provides users with a single application that addresses the 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.

Our services can be accessed through:

- Mobile applications for Android-based smartphones and devices;
- Mobile applications for iOS-based smartphones and devices;
- Website – [www.eventure.com](http://www.eventure.com); and
- Wearable cameras and devices networked through our smart streaming hub, which, together with the above, collectively form the Eventure Everywhere™ Service

Feature highlights of Eventure Everywhere™ include:

- An instant, smart communications platform that allows users to tap into our rich features through text messaging;
- A native calendar to mark the event date, time, and location. Providing enhanced RSVP management, organizational list generation, and intuitive reminders to attendees;
- Invitation and cards libraries of thousands of 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;
- Secure and private group-forming whereby a user has ultimate control of what photos, videos and messages may be shared with whom and when;
- Targeted recommendations of local ideas to users based on behaviors, habits, and interests. With a 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;
- Passive auto-check-in capability across any mobile platform 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;
- Wearable cameras and content streaming hub platform that allow users to tap into their collage of digital memories; and
- A series of event inspired games titles, including the following:

Lil Buddy™, “Don't show up without your Lil' Buddy.”

Summary: A smart phone's best friend, Lil Buddy™, will escort you to all your events, digital or otherwise. Show off your digital buddies at virtual buddy events, accessories, training parties, and other buddy-celebrating activities.

Tablib™, “What gossip do you know about your friends?”

Summary: Make tabloids dedicated to your friends. Tablib™ is a strange mix of tabloid magazines and mad lib’s. We let you pick from an array of strange and juicy stories and you put in existing or new pictures of your friends or yourself. A fully customizable array of options for you to embarrass, praise, and do what is necessary to your friends. After making these stories we put them on “the board” and whichever story has the most views goes into a published e-magazine every month.

Connection Roulette™ “Interact and meet.”

Summary: Take an educated gamble on whom you will meet at your event. People will be thrown onto the spinning “roulette” wheel and randomly stop on a connections or potential connection from the same event. Interact with old friends, new friends, or get your network on by tuning to different social modes inside the game. You feel like only meeting new business relationships? Then turn on only business networking mode. Just want to meet a new friend? Turn on “friend zone”. Enrich your social life at any party with a simple spin of the wheel.

You’re it!™, “Tag , you’re it!”

Summary: You’re It adopts the classic game of Tag to the smart phone. Play with your friends, a new friend, or anyone who is down for a good ol’ fashioned game of tag. You’re It has the same rules as Tag: One user is “it” and the other user’s are “not-its”. To tag someone simply be within 5 feet of the user that’s “it”. When you have been tagged a message on your phone alerts you to start looking for “not-its”. A timer for being “it” is set, and you lose if you don’t find someone to tag before the time runs out.

Baby Sit-N-Learn™ “Teaching children to learn through images and imagination.”

Summary: The idea is simple, children learn best through interactive and entertaining imagery. While you are at an event children get restless fast so why not offer them a chance to present happy, positive imagery. Make every environment a place for your child to learn at a high level that involves interest, critical thinking, and creativity.

Butterfly Narrative™, “Be the change in your story.”

Summary: Explore a new story every time you play, or continue the story you’ve already started. Each level is a new decision that influences new twists and turns in your story. Through simple actions and tasks, you can build your story. Choose wisely, as each new stage could have irreversible effects on your narrative. Welcome to an illustrated experience that tells an ever-changing story.

Face Jumble™, “Solve the jumble and learn the secret!”

Summary: Solve the jumble and reveal your friends darkest secrets. Face Jumble™ connects to your friends, obtains gossip from each of them, and then allows you to uncover their “secrets” by solving a picture jumble. After solving each picture jumble from your friends, you will win an opportunity to find out the latest gossip.

Pong Ricochet™, “Aim, bounce, conquer the cup.”

Summary: Pong Ricochet™ is based on one principle: get the Pong into the cup. Players are given 3 chances to get the Pong into the cup before they can move onto the next level. With every level completed the number of bounces needed to beat the level goes up as well. The player is challenged to bounce the Pong with all kinds of obstacles, targets, and environments inside the game. Increase your level and upgrade your Pong accordingly to complete further levels and to unlock awards and secrets inside the game.

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:

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

## **Results of Operations**

### **Revenues**

We have not generated any revenues since the inception of our Company.

### **Loss from Operations**

We incurred net losses of \$4,349,990 and \$16,048,120, respectively, for the three months ended March 31, 2015 and 2014. The decrease in comparable losses was principally due to lower stock compensation in the current three month period.

### **Liquidity and Capital Resources**

We will need additional capital to implement our strategies. 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 loans from officers, directors and third parties.

At March 31, 2015, cash was \$1,512. At the same time, we had current liabilities of \$2,251,422, which consisted of accounts payable, accrued expenses, derivative liabilities and notes payable. We attribute our net loss from operations to having no revenues to sustain our operating costs as we are an early-stage company. At December 31, 2014, cash was \$2,957 and other current assets consisting of deposits was \$15,196. At the same time, we had current liabilities of \$2,210,205, which primarily consisted of accounts payable of \$400,323, accrued expenses of \$924,372, related party notes payable of \$555,250, notes payable of \$147,111 and derivative liabilities of \$177,149.

### Net Cash Used in Operating Activities

Net cash used in operating activities was \$534,157 for the three months ended March 31, 2015, as compared to net cash used of \$271,099 for the three months ended March 31, 2014. The change in net cash used in operations was primarily due to the Company incurring a larger net loss (excluding non-cash expenses).

### Net Cash Used by Investing Activities

During the three months ended March 31, 2015 and 2014, we used \$13,725 and \$166,539, respectively, of cash in investing activities. The cash used in investing activities in the three months ended March 31, 2015 was for the purchase of fixed assets. The cash used in investing activities in the three months ended March 31, 2014 was for software development costs of \$163,639 and to purchase fixed assets of \$2,900.

### Net Cash Provided by Financing Activities

During the three months ended March 31, 2015 and 2014, we received \$546,437 and \$675,000, respectively, in cash from financing activities. During the three months ended March 31, 2015, the cash received was largely from the sale of common stock and the issuance of debt. During the three months ended March 31, 2014, the cash received was from the sale of common stock.

### 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 \$32,084,915 as of March 31, 2015 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 and loans when they come due. Management intends to finance operating costs over the next twelve months with existing cash on hand, loans from officers, directors and third parties and/or sales of common stock. Our financial statements 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 U.S. generally accepted accounting principles 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.

#### 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.

#### 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 March 31, 2015 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 13a-15(e) and Rule 15d-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, 2014, management concluded that as of March 31, 2015 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 March 31, 2015, 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

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.

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 Giguere, our President, Secretary and Chairman. We issued 5,000,000 shares of our common stock and 2,000,000 stock options to Mr. Giguere 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 Giguere, our President, was converted into 5,014,286 shares of our common stock.

Effective February 2, 2015, \$339,750 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 Giguere 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 will be issued in May 2015.

On May 7, 2015, we sold 500,000 shares to one person at a price of \$0.05 per share. The shares will be issued in May 2015.

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. On May 11, 2015, we entered into a new Securities Purchase Agreement with VGI pursuant to which VGI purchased a 12% redeemable, convertible note (the “Second VGI Note”) from us in the principal amount of \$10,000 due February 13, 2016. The Second VGI 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.

On April 28, 2015, JMJ Financial (“JMJ”), a Nevada sole proprietorship, purchased a redeemable, convertible note (the “Second JMJ Note”) from us in the principal amount of \$27,778 due April 28, 2016. The JMJ Note was subject to an original issue discount resulting in a purchase price of \$25,000. The Second 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.

On April 14, 2015, we entered into a Securities Purchase Agreement with Crown Bridge Partners, LLC (“CBP”), a New York limited liability company, pursuant to which CBP purchased a 5% redeemable, convertible note (the “CBP Note”) from us in the principal amount of \$60,000 due April 14, 2016. The CBP Note, including accrued interest due thereon, is convertible by CBP, at its option, any time after 180 days from issuance at a conversion price equal to 52% of the lowest trading price for our common stock during the twenty-day trading period prior to the date on which CBP provides us with a conversion notice. The conversion price will be reduced by 10% if we are not DWAC eligible.

On May 12, 2015, we entered into a Securities Purchase Agreement with Peak One Opportunity Fund, L.P. a Delaware limited partnership (“Peak”) pursuant to which Peak purchased a three-year Convertible Debenture from us in the principal amount of \$70,000 (the “Peak Debenture”). In connection with the Peak Debenture, we also paid Peak a commitment fee consisting of a cash payment of \$5,000 and 75,000 shares of our restricted common stock. The Peak Debenture is convertible by Peak, at its option, at any time, at a conversion price equal to 60% of the lowest closing bid price for our common stock during the twenty trading days prior to conversion.

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.

**ITEM 3.      DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4.      MINE SAFETY DISCLOSURES**

Not applicable.

**ITEM 5.      OTHER INFORMATION**

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.

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 included \$175,158 in loans from related parties. Loans in the principal amount of \$315,158, including \$165,158 in loans from related parties, were due and payable as of March 31, 2015. Subsequent to March 31, 2015 through May 15, 2015, we entered into additional loans in the aggregate principal amount of \$65,000.

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.

The FireRock 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 FireRock Notes. The FireRock Notes are convertible at any time after issuance at the lower of (i) \$0.20 per share or (ii) 60% (50% upon certain events 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 FireRock Notes remain outstanding, that the FireRock 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 have reserved 20,000,000 shares of our common stock to cover FireRock Note conversions. We are also required to cause our transfer agent to issue and transfer shares to the holders of the FireRock Notes within one trading day of our receipt of a conversion notice. The failure to do so constitutes an event of default under the FireRock Notes. Other events of default include, 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 FireRock 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 FireRock 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 this registration statement is not 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 FireRock Notes will be \$575,000. If we determine to prepay the FireRock Notes prior to their respective maturity dates, the 135% prepayment principal premium will be applied, in the case of each of the FireRock Notes, against the \$137,500 principal amount of each of the FireRock Notes and against the accrued interest due thereon. If FireRock determines to convert the FireRock Notes prior to the respective maturity dates, the conversion will likewise be made against the \$137,500 principal amount of the FireRock 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 FireRock Notes will become immediately due and payable and we will be required to pay to FireRock, 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 FireRock 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 FireRock converts part of the FireRock Notes prior to any such default. FireRock may, in its sole discretion, determine to take payment part in stock and part in cash.

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 February 2, 2015, we entered into a one-year Consulting and Development Agreement (the “MCI 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 MCI 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 (the “JV Agreement”) with JV Holdings, LLC (“JV”) pursuant to which JV provides us with investor relations and related services. The JV 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 JV 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 JV Agreement contains customary confidentiality, indemnification and non-circumvention provisions. The JV 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 (the “M1 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 M1 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 M1 Agreement is renewable 60 days prior to the end of the term upon mutual agreement of the parties. The M1 Agreement contains customary confidentiality and indemnification provisions.

On February 2, 2015, we entered into a one-year Consulting Agreement (the “MP Agreement”) with Market Pulse Media, Inc. (“MP”) pursuant to which MP provides us with financial and business advice and investor relations services. The MP 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 MP Agreement upon 30 days prior written notice. The MP Agreement contains a covenant not to compete and non-solicitation and indemnification provisions.

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. On May 11, 2015, we entered into a new Securities Purchase Agreement with VGI pursuant to which VGI purchased a 12% redeemable, convertible note (the “Second VGI Note”) from us in the principal amount of \$10,000 due February 13, 2016. The Second VGI 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. Except for dates, the Second VGI Note is identical in all material respects to the VGI Note.

On April 22, 2015, we received \$21,000 in loans from Gannon Giguere paying interest at the rate of 1% per annum. The loans are due and payable on July 21, 2015.

On May 1, 2015, we received a \$31,500 loan from Gannon Giguere paying interest at the rate of 1% per annum. The loan is due and payable on July 30, 2015.

On May 6, 2015, we received a \$5,000 loan from Gannon Giguere paying interest at the rate of 1% per annum. The loan is due and payable on August 4, 2015.

On May 11, 2015, we received a \$7,500 loan from Gannon Giguere paying interest at the rate of 1% per annum. The loan is due and payable on August 9, 2015.

Effective February 2, 2015, \$64,050 in principal and \$279 in interest due thereon with respect to the loan made by Gannon Giguere to us on November 10, 2014, \$67,500 in principal and \$124 in interest due thereon with respect to the loan made by Gannon Giguere to us on November 28, 2014, \$15,000 in principal and \$21 in interest due thereon with respect to the loan made by Gannon Giguere 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 Giguere 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. Giguere. 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.

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 \$5,000 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.

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 Giguere. Amendment No. 2 reduced Mr. Giguere’s base annual salary from \$180,000 to \$1, clarified the provision under which we can issue bonuses to Mr. Giguere, and provided for the issuance of 5,000,000 shares (the “Shares”) of our common stock and 2,000,000 stock options to Mr. Giguere 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. Giguere was granted piggyback registration rights with respect to the 5,000,000 Shares.

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.

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. Giguere, 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 May 15, 2015, we entered into a 2-year employment agreement with Jason Harvey, our Chief Executive Officer which had an effective date of April 8, 2015, the date in which he was appointed as our Chief Executive Officer. The employment agreement will be automatically renewed for successive periods of two years at the end of each term unless we or the employee give the other written notice at least 60 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 2,250,000 shares of our common stock to Mr. Harvey which shares have yet to be issued. Pursuant to the employment agreement, Mr. Harvey receives a base annual salary of \$175,000 and is entitled to receive an annual bonus of up to 100% of his base annual salary upon our achieving certain milestones to be established by our Board of Directors. 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 up to 12 months thereafter in the case of the non-compete provision and for 3 months thereafter in the case of the non-solicitation provision unless Mr. Harvey is terminated without cause or Mr. Harvey terminates the agreement for good reason, in which case the non-compete provision is of no further force or effect.

In the event Mr. Harvey is terminated for cause, or resigns without good reason, Mr. Harvey is entitled to receive all compensation, including bonus payments, accrued through the date of termination. In the event Mr. Harvey is terminated without cause or resigns for good reason, Mr. Harvey 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 12 months from termination if more than 12 months remain on the term of the employment agreement at the time of termination, and as a period of 6 months from termination, if less than 6 months remain on the term of the employment agreement at the time of termination, and as a period comprising the balance of the term of more than 6 but less than 12 months remain on the term of the employment agreement at the time of termination.

On April 28, 2015, JMJ Financial (“JMJ”), a Nevada sole proprietorship, purchased a redeemable, convertible note (the “Second JMJ Note”) from us in the principal amount of \$27,778 due April 28, 2016. The JMJ Note was subject to an original issue discount resulting in a purchase price of \$25,000. The Second 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 Second 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 Second JMJ Note within such 120 day period, a one-time interest charge of 12% will be applied to the principal amount. The Second 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 all other JMJ Notes, aggregate to \$250,000. JMJ previously purchased a similar note from us dated December 15, 2014 in the principal amount of \$55,555.

On May 11, 2015, our Board of Directors and the holders of a majority of our outstanding common stock, our only outstanding voting stock, adopted resolutions approving an amendment to our Articles of Incorporation to increase the number of authorized shares of common stock from 300,000,000 shares to 1,000,000,000 shares. The primary purpose for the increase is to enhance our ability to finance the development and operation of our business. Potential uses of the additional shares may include public or private offerings, conversions of convertible securities, issuances pursuant to employee benefit plans, acquisition transactions and other general corporate purposes. Pursuant to Rule 14c-2 under the Securities Exchange Act of 1934, as amended, the actions described herein will not be implemented until a date at least 20 days after the date on which an Information Statement has been provided to our shareholders.

On April 14, 2015, we entered into a Securities Purchase Agreement with Crown Bridge Partners, LLC (“CBP”), a New York limited liability company, pursuant to which CBP purchased a 5% redeemable, convertible note (the “CBP Note”) from us in the principal amount of \$60,000 due April 14, 2016. The CBP Note was subject to an original issue discount of \$8,500 resulting in a purchase price of \$51,500. The CBP Note, including accrued interest due thereon, is convertible by CBP, at its option, any time after 180 days from issuance at a conversion price equal to 52% of the lowest trading price for our common stock during the twenty-day trading period prior to the date on which CBP provides us with a conversion notice. The conversion price will be reduced by 10% if we are not DWAC eligible. The CBP 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 140% 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 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 CBP Note becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties.

On May 12, 2015, we entered into a Securities Purchase Agreement with Peak One Opportunity Fund, L.P. a Delaware limited partnership (“Peak”) pursuant to which Peak purchased a three-year Convertible Promissory Note from us in the principal amount of \$70,000 (the “Peak Debenture”). The Peak Debenture was subject to an original issue discount resulting in a purchase price of \$63,000. In connection with the Peak Debenture, we also paid Peak a commitment fee consisting of a cash payment of \$5,000 and 75,000 shares of our restricted common stock. The Peak Debenture is convertible by Peak, at its option, at any time, at a conversion price equal to 60% of the lowest closing bid price for our common stock during the twenty trading days prior to conversion. The Peak Debenture may be redeemed by us at any time. The Peak Debenture may be redeemed (i) within 90 days of issuance at 100% of the outstanding principal amount; (ii) more than 90 but less than 121 days after issuance at 110% of the outstanding principal amount; (iii) more than 120 but less than 151 days after the issuance at 120% of the outstanding principal amount; (iv) more than 150 days but less than 181 days after issuance at 125% of the outstanding principal amount; and (v) more than 180 days after issuance at 130% of the outstanding principal amount. The Peak Debenture becomes immediately due and payable upon the occurrence of certain events of default and subjects us to significant default penalties. By mutual agreement, Peak may provide us with additional funding on the same terms under a second debenture in the principal amount of \$100,000.

## 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>Exhibit Number</b>	<b>Description of Exhibit</b>
10.1	Employment Agreement, dated May 14, 2015, between Registrant and Jason Harvey.
10.2	Convertible Promissory Note of Registrant, dated April 14, 2015, in the principal amount of \$60,000 issued to Crown Bridge Partners, LLC
10.3	Convertible Promissory Note of Registrant, dated May 11, 2015, in the principal amount of \$10,000 issued to Vis Vires Group, Inc.
10.4	Convertible Debenture of Registrant, dated May 12, 2015, in the principal amount of \$70,000 issued to Peak One Opportunity Fund, L.P.
31.1	Certification of Principal Executive Officer and Pursuant to Rule 13a-14
31.2	Certification of Principal Financial Officer Pursuant to Rule 13a-14
32.1*	CEO Certification Pursuant to Section 906 of the Sarbanes-Oxley Act
32.2*	CFO Certification 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.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

\* This certification is being furnished and shall not be deemed "filed" with the SEC for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, and shall not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference

## 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.

May 18, 2015

EVENTURE INTERACTIVE, INC.

By: /s/ Jason Harvey  
Jason Harvey, Chief Executive Officer

May 18, 2015

EVENTURE INTERACTIVE, INC.

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

**EMPLOYMENT SERVICES AGREEMENT**

This Employment Services Agreement (the “Agreement”) is entered into as of the 15<sup>th</sup> day of May, 2015, by and between Eventure Interactive, Inc., a Nevada corporation, with a business address of 3420 Bristol Street, 6<sup>th</sup> Floor, Costa Mesa, CA 92626 (the “Company”), and Jason E. Harvey, an individual (the “Executive”).

**INTRODUCTION**

WHEREAS, the Company desires to employ the Executive under the title and capacity set forth on Schedule A hereto and the Executive desires to be employed by the Company in such capacity, subject to the terms of this Agreement;

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual promises herein below set forth, the parties hereby agree as follows:

1. Employment Period. The term of the Executive’s employment by the Company pursuant to this Agreement (the “Employment Period”) shall commence upon the Effective Date as set forth on Schedule A hereto (the “Effective Date”) and shall continue for that period of calendar months from the Effective Date as set forth on Schedule A hereto. Thereafter, the Employment Period shall automatically renew for successive periods of two (2) years each, unless either party shall have given to the other at least sixty (60) days’ prior written notice of their intention not to renew the Executive’s employment prior to the end of the Employment Period or the then applicable renewal term, as the case may be. In any event, the Employment Period may be terminated as provided herein.

2. Employment; Duties.

(a) General. Subject to the terms and conditions set forth herein, the Company shall employ the Executive to act for the Company during the Employment Period in the capacity set forth on Schedule A hereto, and the Executive hereby accepts such employment. The duties and responsibilities of the Executive shall include such duties and responsibilities appropriate to such office as the Company’s Board of Directors (the “Board”) may from time to time reasonably assign to the Executive, as initially specified on Schedule A attached hereto, with such authority and responsibilities, including Company-wide executive, administrative and finance functions as are normally associated with and appropriate for such position.

(b) Executive recognizes that during the period of Executive's employment hereunder, Executive owes an undivided duty of loyalty to the Company, and Executive will use Executive's good faith efforts to promote and develop the business of the Company and its subsidiaries (the Company’s subsidiaries from time to time, together with any other affiliates of the Company, the “Affiliates”). Executive shall devote the required time, attention and skills to the performance of Executive’s services as an executive of the Company. Recognizing and acknowledging that it is essential for the protection and enhancement of the name and business of the Company and the goodwill pertaining thereto, Executive shall perform the Executive’s duties under this Agreement professionally, in accordance with the applicable laws, rules and regulations and such standards, policies and procedures established by the Company and the industry from time to time.

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(c) However, the parties agree that: (i) Executive may devote a reasonable amount of his time to civic, community, or charitable activities and may serve as a director of other corporations (provided that any such other corporation is not a competitor of the Company, as determined by the Board) and to other types of business or public activities not expressly mentioned in this paragraph; and (ii) Executive may participate as a non-employee director, employee and/or investor in other companies and projects as described by Executive to the Board, so long as Executive's responsibilities with respect thereto do not conflict or interfere with the faithful performance of his duties to the Company.

(d) Place of Employment. The Executive's services shall be performed at the Company's offices located at 3420 Bristol Street, 6<sup>th</sup> Floor, Costa Mesa, CA 92626 (the "Headquarters"). The parties acknowledge, however, that the Executive may be required to travel in connection with the performance of his duties hereunder. If the Company requires Executive to permanently perform his services greater than 50 miles from the current location without Executive's consent, Executive has the right to terminate this Agreement for Good Reason.

3. Base Salary. The Executive shall be entitled to receive a salary from the Company during the Employment Period at a rate per year indicated on Schedule A hereto (the "Base Salary"). Once the Board has established the initial Base Salary, the Board will evaluate Executive's annual performance and if warranted shall increase such Base Salary by a minimum of ten percent (10%) on each anniversary of the Effective Date. The parties expressly agree that what the Executive receives now or in the future, in addition to the regular Base Salary, whether this be in the form of benefits or regular or occasional aid/assistance, such as recreation, club memberships, meals, vehicle, lodging or clothing, occasional bonuses or anything else he receives, during the Employment Period and any renewals thereof, in cash or in kind, shall not be deemed as salary. However, because the Company is a public company subject to the reporting requirements of, inter alia, the US Securities and Exchange Commission (the "SEC"), both parties acknowledge that the Executive's annual compensation (as determined by the rules of the SEC or any other regulatory body or exchange having jurisdiction), which may include some or all of the foregoing, will be required to be publicly disclosed.

4. Bonus. (a) The Company shall pay the Executive an annual bonus (the "Annual Bonus"), in the event that the Company achieves certain operational, financial or other milestones ("Milestones") established by the Board (see "Schedule A" hereto). The Annual Bonus may be paid in cash, securities or other property, as determined in the reasonable discretion of the Board.

(b) The Executive shall be eligible to participate in any other bonus or incentive program established by the Company for executives of the Company.

## 5. Other Benefits

(a) Preferred Stock, Restricted Stock and Stock Option Grants . During the term of employment, Executive shall be entitled to and not limited to, annual Preferred Stock, Restricted Stock and Stock Option Grants at the discretion of the Board of Directors and under the guidelines as set forth in the Company's most current Equity Incentive Plan. For the purpose of this Agreement Executive shall receive an initial Stock Option Grant, per the current Equity Incentive Plan as specified in Schedule A hereto.

(b) Insurance, Deferred Compensation and Other Benefits . During the Employment Period, the Executive and the Executive's dependents shall be entitled to participate in the Company's insurance programs, deferred compensation and any ERISA benefit plans, as the same may be adopted and/or amended from time to time (the "Benefits"). Additionally, fees charged by professional service providers to accommodate, planning, legal structuring and accounting of the Benefits shall be reimbursed by the Company. The Executive shall be entitled to paid personal days on a basis consistent with the Company's other senior executives, as determined by the Board of Directors. The Executive shall be bound by all of the policies and procedures established by the Company from time to time. However, in case any of those policies conflict with the terms of this Agreement, the terms of this Agreement shall control.

(c) Fringe Benefits . The Company shall provide from time to time Fringe Benefits to Executive of which will be determined and agreed upon by the Board of Directors and Executive on a case by case basis.

(d) Paid Time Off . During the Employment Period, the Executive shall be entitled to an annual Paid Time Off ("PTO") of at least that number of working days set forth on Schedule A hereto. There will be no limit to the number of PTO days Executive may accrue regardless of what PTO accrual policies are put in place for general employees of the Company.

(e) Expense Reimbursement . The Company shall reimburse the Executive for all reasonable business, promotional, travel and entertainment expenses incurred or paid by the Executive during the Employment Period in the performance of Executive's services under this Agreement, provided that the Executive furnishes to the Company appropriate documentation required by the Internal Revenue Code in a timely fashion in connection with such expenses and shall furnish such other documentation and accounting as the Company may from time to time reasonably request.

6. Termination; Compensation Due . The Executive's employment hereunder may terminate, and the Executive's right to compensation for periods after the date the Executive's employment with the Company terminates shall be determined, in accordance with the provisions of paragraphs (a) through (e) below:

(a) Voluntary Resignation; Termination without Cause .

(i) Voluntary Resignation . The Executive may terminate his employment at any time upon thirty (30) days prior written notice to the Company. In the event of the Executive's voluntary termination of his employment other than for Good Reason (as defined below), the Company shall have no obligation to make payments to the Executive in accordance with the provisions of Sections 3 or 4 above, except as otherwise required by this Agreement or by applicable law, or to provide the benefits described in Section 5 above, for periods after the date on which the Executive's employment with the Company terminates due to the Executive's voluntary termination, except for the payment of the Base Salary accrued through the date of such resignation.

(ii) Termination without Cause. The Company may terminate the Executive's employment with the Company at any time with or without cause, by delivery to the Executive of a written notice of termination from the Board of Directors of the Company.

(A) If the Executive's employment is terminated by the Company without Cause, the Company shall (x) continue to pay the Executive the Base Salary (at the rate in effect on the date the Executive's employment is terminated) until the end of the Severance Period (as defined in Section 6(e) below), (y) with respect to the Bonus, to the extent the Milestones are achieved, pay the Executive the full or a pro rata portion of the Bonus of the Employment Period on the date such Bonus would have been payable to the Executive had the Executive remained employed by the Company, and (z) pay any other accrued compensation and Benefits. The Executive shall not have any further rights under this Agreement or otherwise to receive any other compensation or benefits after such termination of employment.

(b) Discharge for Cause. Upon written notice to the Executive, the Company may terminate the Executive's employment for "Cause" if any of the following events takes place and Executive has not cured the item that has been identified to be in breach within a sixty (60) day period:

(i) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of him as an employee of the Company as assigned by the Board of Directors;

(ii) the Executive's conviction of, or plea of *nolo contendere* to, (i) any felony or (ii) a crime involving dishonesty or moral turpitude or which could reflect negatively upon the Company or otherwise impair or impede its operations;

(iii) the Executive's engaging in any act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence in each case, that is materially injurious to the Company or any of its Affiliates;

(iv) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company;

(v) any other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates, or

(vi) any other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of the Company or any of its Affiliates, or

(vii) the Executive's breach of his obligations under Section 7, 8 or 9 of this Agreement.

Notwithstanding the forgoing, if the event is not capable of being cured, this Agreement shall terminate upon the Company's delivery of written notice identifying the "cause" event.

In the event the Executive is terminated for Cause, the Company shall have no obligation to make payments to the Executive in accordance with the provisions of Sections 3 or 4 above, or, except as otherwise required by law, to provide the benefits described in Section 5 above, for periods after the Executive's employment with the Company is terminated on account of the Executive's discharge for Cause except for the then applicable Base Salary accrued through the date of such termination and accrued and unused PTO pay.

(c) Disability. The Company shall have the right, but shall not be obligated to terminate the Executive's employment hereunder in the event the Executive becomes disabled such that he is unable to discharge his duties to the Company for a period of ninety (90) consecutive days or one hundred twenty (120) days in any one hundred eighty (180) consecutive day period, provided longer periods are not required under applicable local labor regulations (a "Permanent Disability"). In the event of a termination of employment due to a Permanent Disability, the Company shall be obligated to continue to make payments to the Executive in an amount equal to the then applicable Base Salary for the Severance Period (as defined below) after the Executive's employment with the Company is terminated due to a Permanent Disability. A determination of a Permanent Disability shall be made by a physician satisfactory to both the Executive and the Company; provided, however, that if the Executive and the Company do not agree on a physician, the Executive and the Company shall each select a physician and those two physicians together shall select a third physician, whose determination as to a Permanent Disability shall be binding on all parties.

(d) Death. The Executive's employment hereunder shall terminate upon the death of the Executive. The Company shall have no obligation to make payments to the Executive in accordance with the provisions of Sections 3 or 4 above, or, except as otherwise required by law or the terms of any applicable benefit plan, to provide the benefits described in Section 5 above, for periods after the date of the Executive's death except for then applicable Base Salary and accrued but unused PTO pay earned and accrued through the date of death, payable to the Executive or his successor.

(e) Termination for Good Reason. The Executive may terminate this Agreement at any time for Good Reason. In the event of termination under this Section 6(e), the Company shall pay to the Executive severance in an amount equal to the then applicable Base Salary and earned Bonus for a period equal to the number of months set forth on Schedule A hereto (the "Severance Period"), and subject to the Company's regular payroll practices and required withholdings. The Executive shall continue to receive all Benefits during the Severance Period. The Executive shall not have any further rights under this Agreement or otherwise to receive any other compensation or benefits after such resignation. For the purposes of this Agreement, "Good Reason" shall mean any of the following (without Executive's express written consent):

(i) the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed on the Effective Date;

(ii) removal of the Executive from his position as indicated on Schedule A hereto, or the assignment to the Executive of duties that are significantly different from, and that result in a substantial diminution of, the duties that he assumed under this Agreement, within twelve (12) months after or in anticipation of a Change of Control (as defined below);

(iii) a reduction by the Company in the then applicable Base Salary or other compensation, or failure to timely pay Executive's Base Salary for more than 4 consecutive pay periods or thirteen or more pay periods in a one-year period without Executive's prior consent;

(iv) the taking of any action by the Company that would, directly or indirectly, materially reduce the Executive's benefits, unless said reductions are pari passu with other senior executives of the Company;

(v) a breach by the Company of any material term of this Agreement that is not cured by the Company within 30 days following receipt by the Company of written notice thereof; or

(vi) a permanent relocation of Executive's place of work of more than fifty (50) miles from 3420 Bristol Street, Costa Mesa, CA 92626 without Executive's consent.

For purposes of this Agreement, "Change of Control" shall mean the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of 50% or more of the shares of the outstanding equity securities of the Company, (ii) a merger or consolidation of the Company in which the Company does not survive as an independent company or upon the consummation of which the holders of the Company's outstanding equity securities prior to such merger or consolidation own less than 50% of the outstanding equity securities of the Company after such merger or consolidation, or (iii) a sale of all or substantially all of the assets of the Company; provided, however, that the following acquisitions shall not constitute a Change of Control for the purposes of this Agreement: (A) any acquisitions of common stock or securities convertible into common stock directly from the Company, or (B) any acquisition of common stock or securities convertible into common stock by any employee benefit plan (or related trust) sponsored by or maintained by the Company.

(f) Notice of Termination. Any termination of employment by the Company or the Executive shall be communicated by a written "Notice of Termination" to the other party hereto given in accordance with Section 14 of this Agreement. In the event of a termination by the Company for Cause or by Executive for Good Reason, the Notice of Termination shall (i) indicate the specific termination provision in this Agreement relied upon, (ii) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated and (iii) specify the date of termination, which date shall be the date of such notice. The failure by the Executive or the Company to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company, respectively, hereunder or preclude the Executive or the Company, respectively, from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

(g) Resignation from Directorships and Officerships. The termination of the Executive's employment for any reason will constitute the Executive's resignation from (i) any director, officer or employee position the Executive has with the Company or any of its Affiliates, and (ii) all fiduciary positions (including as a trustee) the Executive holds with respect to any employee benefit plans or trusts established by the Company. The Executive agrees that this Agreement shall serve as written notice of resignation in this circumstance, unless otherwise required by any plan or applicable law.

7. Non-Competition; Non-Solicitation.

(a) For the duration of the Employment Period and, unless the Company terminates the Executive's employment without Cause or Executive terminates his employment for Good Reason, during the Severance Period (the "Non-compete Period"), the Executive shall not, directly or indirectly, except as specifically provided in Section 2(c), own, manage, operate, finance or control a directly competitive entity that engages or conducts business in an identical manner to the Company; provided, however, that the Executive may own less than 10% in the aggregate of the outstanding shares of any class of securities of any enterprise other than any such enterprise with which the Company competes or is currently engaged in a joint venture, if such securities are listed on any national or regional securities exchange or have been registered under Section 12(b) or (g) of the Exchange Act. Notwithstanding the foregoing, if the Executive shall present to the Board any opportunity within the scope of the prohibited activities described above, and the Company shall not elect to pursue such opportunity within a reasonable time, then the Executive shall be permitted to pursue such opportunity, subject to the requirements of Section 2(c).

(b) During the Employment Period and for a period of three (3) months following termination of the Executive's employment with the Company, the Executive shall not:

(i) persuade, solicit or hire, or attempt to recruit, persuade, solicit or hire, any employee, or independent contractor of, or consultant to, the Company, or its Affiliates, to leave the employment (or independent contractor relationship) thereof, whether or not any such employee or independent contractor is party to an employment agreement; or

(ii) attempt in any manner to solicit or accept from any customer or client of the Company or any of its Affiliates, with whom the Company or any of its Affiliates had significant contact during the term of the Agreement, business of the kind or competitive with the business done by the Company or any of its Affiliates with such customer or to persuade or attempt to persuade any such customer to cease to do business or to reduce the amount of business which such customer has customarily done or is reasonably expected to do with the Company or any of its Affiliates or if any such customer elects to move its business to a person other than the Company or any of its Affiliates, provide any services (of the kind or competitive with the Business of the Company or any of its Affiliates) for such customer, or have any discussions regarding any such service with such customer, on behalf of such other person.

The Executive recognizes and agrees that because a violation by the Executive of his obligations under this Section 7 will cause irreparable harm to the Company that would be difficult to quantify and for which money damages would be inadequate, the Company shall have the right to injunctive relief to prevent or restrain any such violation, without the necessity of posting a bond. The Executive expressly agrees that the character, duration and scope of the covenant not to compete are reasonable in light of the circumstances as they exist at the date upon which this Agreement has been executed. However, should a determination nonetheless be made by a court of competent jurisdiction at a later date that the character, duration or geographical scope of the covenant not to compete is unreasonable in light of the circumstances as they then exist, then it is the intention of the Executive, on the one hand, and the Company, on the other, that the covenant not to compete shall be construed by the court in such a manner as to impose only those restrictions on the conduct of the Executive which are reasonable in light of the circumstances as they then exist and necessary to assure the Company of the intended benefit of the covenant not to compete.

8. Inventions and Patents . Unless any inventions, innovations, improvements, know-how, plans, development, methods, designs, analyses, specifications, software, drawings, reports and all similar or related information (whether or not patentable or reduced to practice) are presented to the Board of Directors by Executive and approved by the Board of Directors for Ownership by Executive, the Executive acknowledges that all inventions, innovations, improvements, know-how, plans, development, methods, designs, analyses, specifications, software, drawings, reports and all similar or related information (whether or not patentable or reduced to practice) which related to any of the Company's actual or proposed business activities and which are created, designed or conceived, developed or made by the Executive during the Executive's past or future employment by the Company or any Affiliates, or any predecessor thereof ("Work Product"), belong to the Company, or its Affiliates, as applicable. Any copyrightable work falling within the definition of Work Product shall be deemed a "work made for hire" and ownership of all right title and interest shall rest in the Company. The Executive hereby irrevocably assigns, transfers and conveys, to the full extent permitted by law, all right, title and interest in the Work Product, on a worldwide basis, to the Company to the extent ownership of any such rights does not automatically vest in the Company under applicable law. The Executive will promptly disclose any such Work Product to the Company and perform all actions requested by the Company (whether during or after employment) to establish and confirm ownership of such Work Product by the Company (including without limitation, assignments, consents, powers of attorney and other instruments).

9. Confidentiality Covenants.

(a) The Executive understands that the Company and/or its Affiliates, from time to time, may impart to the Executive confidential information, whether such information is written, oral or graphic.

For purposes of this Agreement, "Confidential Information" means information, which is used in the business of the Company or its Affiliates and (i) is proprietary to, about or created by the Company or its Affiliates, (ii) gives the Company or its Affiliates some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the Company or its Affiliates, (iii) is designated as Confidential Information by the Company or its Affiliates, is known by the Executive to be considered confidential by the Company or its Affiliates, or from all the relevant circumstances should reasonably be assumed by the Executive to be confidential and proprietary to the Company or its Affiliates, or (iv) is not generally known by non-Company personnel. Such Confidential Information includes, without limitation, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

(i) Internal personnel and financial information of the Company or its Affiliates, vendor information (including vendor characteristics, services, prices, lists and agreements), purchasing and internal cost information, internal service and operational manuals, and the manner and methods of conducting the business of the Company or its Affiliates;

(ii) Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, bidding, quoting procedures, marketing techniques, forecasts and forecast assumptions and volumes, and future plans and potential strategies (including, without limitation, all information relating to any acquisition prospect and the identity of any key contact within the organization of any acquisition prospect) of the Company or its Affiliates which have been or are being discussed;

(iii) Names of customers and their representatives, contracts (including their contents and parties), customer services, and the type, quantity, specifications and content of products and services purchased, leased, licensed or received by customers of the Company or its Affiliates; and

(iv) Confidential and proprietary information provided to the Company or its Affiliates by any actual or potential customer, government agency or other third party (including businesses, consultants and other entities and individuals).

The Executive hereby acknowledges the Company's exclusive ownership of such Confidential Information.

(b) The Executive agrees as follows: (1) only to use the Confidential Information to provide services to the Company and its Affiliates; (2) only to communicate the Confidential Information to fellow employees, agents and representatives on a need-to-know basis; and (3) not to otherwise disclose or use any Confidential Information, except as may be required by law or otherwise authorized by the Board. Upon demand by the Company or upon termination of the Executive's employment, the Executive will deliver to the Company all manuals, photographs, recordings and any other instrument or device by which, through which or on which Confidential Information has been recorded and/or preserved, which are in the Executive's possession, custody or control.

10. Representation. The Executive hereby represents that the Executive's entry into this Employment Agreement and performance of the services hereunder will not violate the terms or conditions of any other agreement to which the Executive is a party.

11. Arbitration. In the event of any breach arising from the performance of this Agreement, either party may request arbitration. In such event, the parties will submit to arbitration by a qualified arbitrator with the definition and laws of the State of California. Such arbitration shall be final and binding on both parties.

12. Governing Law/Jurisdiction. This Agreement and any disputes or controversies arising hereunder shall be construed and enforced in accordance with and governed by the internal laws of the State of California without regard to the conflicts of laws principles thereof.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersedes and cancels (i) any and all previous agreements, written and oral, regarding the subject matter hereof between the parties hereto. This Agreement shall not be changed, altered, modified or amended, except by a written agreement signed by both parties hereto.

14. Notices. All notices, requests, demands and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been given when delivered to the party to whom addressed or when sent by telecopy (if promptly confirmed by registered or certified mail, return receipt requested, prepaid and addressed) to the parties, their successors in interest, or their assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

- (a) to the Company at:  
Eventure Interactive, Inc.  
Attn: Kelle Cohen  
3420 Bristol Street, 6<sup>th</sup> Floor  
Costa Mesa, CA 92626
  
- (b) to the Executive at:  
Address listed on Schedule A attached hereto.

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided for in this Section, be deemed given upon facsimile confirmation, (iii) if delivered by mail in the manner described above to the address as provided for in this Section, be deemed given on the earlier of the third business day following mailing or upon receipt and (iv) if delivered by overnight courier to the address as provided in this Section, be deemed given on the earlier of the first business day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other person to whom a copy of such notice is to be delivered pursuant to this Section). Either party may, by notice given to the other party in accordance with this Section, designate another address or person for receipt of notices hereunder.

15. Severability. If any term or provision of this Agreement, or the application thereof to any person or under any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to the persons or under circumstances other than those as to which it is invalid or unenforceable, shall be considered severable and shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provisions shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the economic intent of this Agreement.

16. Waiver. The failure of any party to insist in any one instance or more upon strict performance of any of the terms and conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. Any waiver by any party of any violation of, breach of or default under any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

17. Successors and Assigns. This Agreement shall be binding upon the Company and any successors and assigns of the Company. Neither this Agreement nor any right or obligation hereunder may be assigned by the Executive. The Company may assign this Agreement and its right and obligations hereunder, in whole or in part. For purposes of this Agreement, successors and assigns shall include, but not be limited to, any individual, corporation, trust, partnership, limited liability company, or other entity that acquires a majority of the stock or assets of the Company by sale, merger, consolidation, liquidation, or other form of transfer. In such a case, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Without limiting the foregoing, unless the context otherwise requires, the term "Company" includes all Affiliates of the Company.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected hereon as the signatories. Signatures may be given by facsimile or other electronic transmission, and such signatures shall be fully binding on the party sending the same.

19. Headings. Headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

20. Opportunity to Seek Advice. The Executive acknowledges and confirms that he has had the opportunity to seek such legal, financial and other advice and representation as he has deemed appropriate in connection with this Agreement, that the Executive is fully aware of its legal effect, and that Executive has entered into it freely based on the Executive's judgment and not on any representations or promises other than those contained in this Agreement.

21. Withholding and Payroll Practices. All salary, severance payments, bonuses or benefits payments made by the Company under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law and shall be paid in the ordinary course pursuant to the Company's then existing payroll practices.

*[The next page is the signature page]*



## Schedule A

1. Effective Date: April 1, 2015
2. Employment Period: 24 months
3. Employment

- a. Title: Chief Executive Officer
- b. Executive Duties:

Executive's duties and responsibilities shall generally include all rights, duties and responsibilities customarily associated with the executive position of Chief Executive Officer. During the term of this Agreement, Executive shall report directly to the Board of Directors of the Company. Any change of Executive's position, rights, responsibilities, duties, reporting obligations, compensation, benefits or job description or any change in the control or ownership of the Company, without the express written consent of Executive, shall constitute a material breach of this Agreement and, at the discretion of Executive, may be treated as a constructive termination of the employment relationship without just cause subject to all the rights and obligation associated with the termination provisions provided in this Agreement. Executive shall have the following specific duties and obligations:

- Oversee all aspects of the management, operations, product development and sales of the Company;
- Receive regular and direct reports from all executive officers of the Company;
- Advise the Board of Directors of the Company regarding all aspects of the management, operations and finances of the Company;
- Direct, as a primary resource, all communications regarding the affairs of the Company to the media, community and industry resources and all other outside concerns;
- Develop and advance meaningful vision, strategies and objectives that drive and direct all aspects and affairs of the Company; and
- Motivate all officers, managers and Executives in the development of an appropriate business culture and ethic.

4. Base Salary: \$175,000
  5. Annual Bonus (paid quarterly): 100% of Base Salary, paid quarterly upon achievement, if applicable, of milestones set by the Board of Directors during the Annual Operating Planning Session, which is to be conducted and completed no later than December 1, or the nearest non-holiday working day in the month of December, of every year commencing December 2015.
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6. Restricted Stock Grant: 2,250,000 Restricted Common Stock shares.
7. Paid Time Off: 3 weeks per year
8. Severance Period: 6-12 months

The Severance Period shall be a minimum of 6 months and a maximum of 12 months. If a termination giving rise to a severance obligation takes place when there are 6 or fewer months remaining on the existing term, the Severance Period shall be 6 months. If a termination giving rise to a severance obligation takes place when there are 12 or more months remaining on the existing term, the Severance Period shall be 12 months. If a termination giving rise to a severance obligation takes place when there are more than 6 but less than 12 months remaining on the existing term, the Severance Period shall be the remainder of the existing term.

9. Other Benefits: Determined by the Board of Directors on a case-by-case basis.
10. Executive Mailing Address:

Jason Harvey  
1030 Mississippi Avenue  
Los Angeles, CA 90025

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**NEITHER THE ISSUANCE NOR SALE OF THE SECURITIES REPRESENTED BY THIS NOTE 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: \$60,000**

**Date: April 14, 2015**

**CONVERTIBLE PROMISSORY NOTE**

**Eventure Interactive, Inc.**, (hereinafter called the "Borrower"), hereby promises to pay to the order of **Crown Bridge Partners, LLC**, a New York Limited Liability Company, or its registered assigns (the "Holder") the sum of \$60,000 (with an Original Issuance Discount of \$8,500 resulting in a total funding amount of \$51,500 to Borrower), together with any interest as set forth herein, on April 14, 2016 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof at the rate of Five percent (5%) (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 otherwise.

This Note may be prepaid in accordance with Section 1.9 of this Note. Interest after the date of issuance 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) 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 the supporting documents of same date (attached hereto).

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 on or after 180 days from the date 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 provision 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 provision, 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, (the "Notice of Conversion"), delivered to the Borrower by the Holder in accordance with the Sections 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 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 the Borrower'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.

## 1.2 Conversion Price.

(a) Calculation of Conversion Price. **(The shares to be issued pursuant to conversions are subject to the legal opinion letter, customary and satisfactory to parties hereto as provided by the Holder.)** 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 52% multiplied by the Market Price (as defined herein) (representing a discount rate of 48%). "Market Price" means the lowest Trading Price (as defined below) for the Common Stock during the twenty Trading Day period ending on the latest complete Trading Day prior to the Conversion Date. In addition, if the Issuer is not DWAC eligible at the time of conversion, the Variable Conversion Price shall mean 42% multiplied by the Market Price (representing a discount rate of 58%). "Trading Price" means, for any security as of any date, the lowest trading 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 lowest trading price of such security on the principal securities exchange or trading market where such security is listed or traded or, if no lowest trading price of such security is available in any of the foregoing manners, the average of the lowest trading prices of any market makers for such security that are listed in the "pink sheets". "Trading Day" shall mean any day on which the Common Stock is tradable for any period on the stock exchange on which the Borrower's Common Stock is traded.

(b) Conversion Price During Major Announcements. Notwithstanding anything contained in the preceding section 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. 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 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. The Borrower is required at all times to have authorized and reserved 6 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"). In addition, if the Borrower's per share price decreases to a price where the Reserved Shares are less than 6 times the amount of shares that the note may be converted into, Borrower shall immediately increase the Reserved Shares by written request to the Borrower's transfer agent, to an amount equal to 6 times the conversion amount of the Note at the decreased conversion price.

The Borrower represents that upon issuance after conversion, 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, subject to Borrower agreement on conversion calculation 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 and does not increase such Reserved Amount within three days, it will be considered an Event of Default as defined in this Note. In addition, if Borrower does not increase the Reserved Share amount pursuant to Section 1.3, it shall be considered an Event of Default as defined in this Note.

#### 1.4 Method of Conversion.

Mechanics of Conversion. The Holder shall have the right at any time on or after the day that is six months from the date of this Note to convert all or any part of the outstanding and unpaid principal amount, 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) calculation metrics with trading market data source information.

(a) 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.

(b) 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.

(c) 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, 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 Securities Purchase Agreement.

(d) 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 6:00 p.m., New York, New York time, on such date.

(e) 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 Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system.

(f) 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), or due to circumstances beyond the control of the Borrower, 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. 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, or 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 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. Except as otherwise provided herein (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.**

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 form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Common Stock may be made without registration under the Act, 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 Buyer 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 this 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 of 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.

(f) Exceptions. Notwithstanding the forgoing in this Section 1.6, no adjustments shall be required or made for conversions of any convertible notes outstanding at the time of funding of this Note, nor for the sale of restricted common stock at a discount to the market or the issuances of S-8 registered shares for services subsequent to the funding of this 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 third (3rd) 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 . This Note may be prepaid pursuant to the following schedule: 1) Payment on Day 1-30 will result in 115% of the face value being owed, 2) Payment on Day 31-60 will result in 120% of the face value being owed, 3) Payment on Day 61-90 will result in 125% of the face value being owed, 4) payment on Day 91-120 will result in 130% of the face value being owed, 5) payment on Day 121-150 will result in 135% of the face value being owed and 6) payment on Day 151-180 will result in 140% of the face value being owed. Interest after the date of issuance 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) shall be made in lawful money of the United States of America.

## 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 which is approved by a majority of the Borrower's disinterested directors.

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 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.

2.4 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. Any amount of principal or interest on this Note which is not paid when due shall bear interest at the rate of Ten percent (10%) per annum from the Maturity Date until the same is paid ("Default Interest").

3.2 Conversion and the Shares . Except for circumstances beyond the control of the Borrower, 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).

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.

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 OTCBB or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange, or if the Depository Trust Company shall place a chill on the common stock, which does not allow for the electronic deposit of such stock.

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 original financial statement, have constituted a material adverse effect on the rights of the Holder with respect to this Note or supporting documents.

3.14 Reverse Splits. The Borrower effectuates a reverse split of its Common Stock without at least 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 Agreements to which Borrower and Holder are parties, 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 to which Borrower and Holder are parties, 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 to which Borrower and Holder are parties by reason of a default under said other agreements or hereunder. "Other Agreements" means, collectively, all agreements and instruments between, among or by: (1) the Borrower and 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.

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 (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 ten (10) 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  
6<sup>th</sup> Floor  
Costa Mesa, CA 92626  
Attn: Gannon Giguere, CEO

If to the Holder:

**Crown Bridge Partners, LLC**  
1173a 2<sup>nd</sup> Avenue, Suite 126  
New York, NY 10065

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 of New York. 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 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 4.8.

4.9 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:

**Eventure Interactive, Inc.**

Signed: */s/ Gannon Giguere*

By: Gannon Giguere

Title: Chief Executive Officer

**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: \$10,000.00**  
**Purchase Price: \$10,000.00**

**Issue Date: May 11, 2015**

**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 \$10,000.00 together with any interest as set forth herein, on February 13, 2016 (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 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 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 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 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.

<b>Prepayment Period</b>	<b>Prepayment Percentage</b>
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 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 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, President  
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](mailto: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 May 11, 2015.

**EVENTURE INTERACTIVE, INC.**

By: /s/ Gannon Giguere  
GANNON GIGUIERE  
President

NEITHER THESE SECURITIES NOR THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE OR UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES ARE RESTRICTED AND MAY NOT BE OFFERED, RESOLD, PLEDGED OR TRANSFERRED EXCEPT AS PERMITTED UNDER THE ACT PURSUANT TO REGISTRATION REQUIREMENTS THEREOF OR EXEMPTION THEREFROM.

\$70,000.00

**EVENTURE INTERACTIVE, INC.**

**CONVERTIBLE DEBENTURE DUE MAY 12, 2018**

Date of Issuance: May 12, 2015

**FOR VALUE RECEIVED, EVENTURE INTERACTIVE, INC.**, a corporation organized and existing under the laws of the State of Nevada (the "Company"), hereby promises to pay to **PEAK ONE OPPORTUNITY FUND, L.P.**, having its address at 333 South Hibiscus Drive, Miami Beach, FL 33139, or its assigns (the "Holder" and together with the other holders of Debentures issued pursuant to the Securities Purchase Agreement (as defined below), the "Holders"), the principal sum of Seventy Thousand and 00/100 Dollars (\$70,000.00) (the "Principal Amount") on May 12, 2018 (the "Maturity Date"). The Company has the option to redeem this Debenture prior to the Maturity Date pursuant to Section 2(b). All unpaid principal due and payable on the Maturity Date shall be paid in the form of Common Stock of the Company, par value \$0.001 per share ("Common Stock") pursuant to Section 3. The Holder has the option to cause any outstanding principal and accrued interest, if any, on this Debenture to be converted into Common Stock at any time prior to the Redemption Date (as defined below) or the Maturity Date pursuant to Section 2(a).

This Debenture is the Debenture referred to in the Securities Purchase Agreement (the "Securities Purchase Agreement") dated May 12, 2015, between the Company and the Holder. Capitalized terms used but not defined herein shall have the meanings set forth in the Securities Purchase Agreement. This Debenture is subject to the provisions of the Securities Purchase Agreement and further is subject to the following additional provisions:

1. This Debenture has been issued subject to investment representations of the original purchaser hereof and may be transferred or exchanged only in compliance with the Securities Act and other applicable state and foreign securities laws. The Holder may transfer or assign this Debenture (or any part thereof) without the prior consent of the Company, and the Company shall cooperate with any such transfer. In the event of any proposed transfer of this Debenture, the Company may require, prior to issuance of a new Debenture in the name of such other Person, that it receive reasonable transfer documentation including legal opinions that the issuance of the Debenture in such other name does not and will not cause a violation of the Securities Act or any applicable state or foreign securities laws or is exempt from the registration requirements of the Securities Act. Prior to due presentment for transfer of this Debenture to which the Company has consented, the Company and any agent of the Company may treat the Person in whose name this Debenture is duly registered on the Company's books and records of outstanding debt securities and obligations ("Debenture Register") as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Debenture be overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

2. Conversion at Holder's Option; Redemption at Company's Option.

a. The Holder is entitled to, at any time or from time to time, convert the Conversion Amount into shares of Common Stock, at a conversion price for each share of Common Stock (the "Conversion Price") equal to Sixty percent (60%) of the lowest closing bid price (as reported by Bloomberg LP) of Common Stock for the twenty (20) trading days immediately preceding the date of conversion of the Debentures (subject to equitable adjustments resulting from any stock splits, stock dividends, recapitalizations or similar events). The Company shall issue irrevocable instructions to its transfer agent regarding conversions. Notwithstanding the foregoing, the Holder shall not be entitled to convert any part of this Debenture as to which the Company has previously issued to the Holder a Redemption Notice in accordance with Section 2(b). The Conversion Price will be adjusted as provided in Section 6. For purposes of this Debenture, the following terms have the meanings indicated below:

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(i) “Conversion Amount” shall mean the sum of (A) all or any portion of the outstanding principal amount of this Debenture, as designated by the Holder upon exercise of its right of conversion plus (B) any interest, pursuant to Section 10 or otherwise, that has accrued on the portion of the principal amount that has been designated for payment pursuant to (A).

(ii) “Market Price of the Common Stock” means (x) the closing bid price of the Common Stock for the period indicated in the relevant provision hereof (unless a different relevant period is specified in the relevant provision), as reported by Bloomberg, LP or, if not so reported, as reported on the OTCQB, OTCQX or OTC Pink or (y) if the Common Stock is listed on a stock exchange, the closing price on such exchange, as reported by Bloomberg LP.

(iii) “Trading Day” shall mean any day on which the New York Stock Exchange is open for business.

Conversion shall be effectuated by delivering by facsimile or other delivery to the Transfer Agent of the completed form of conversion notice attached hereto as Annex A, executed by the Holder of the Debenture evidencing such Holder's intention to convert this Debenture or a specified portion hereof. No fractional shares of Common Stock 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. The date on which notice of conversion is given (the “Conversion Date”) shall be deemed to be the date on which the Transfer Agent receives by fax or by email or by mail the conversion notice (“Notice of Conversion”), substantially in the form annexed hereto as Annex A, duly executed, to the Transfer Agent. Delivery of the Notice of Conversion shall be accepted by the Transfer Agent by email at [yoel@vstocktransfer.com](mailto:yoel@vstocktransfer.com) (or such other contact email as may be designated by the Transfer Agent). Certificates representing Common Stock upon conversion must be delivered within two (2) business days from the date of delivery of the Notice of Conversion. For the avoidance of doubt, delivery of Common Stock issued upon conversion by DWAC shall constitute delivery for purposes hereof.

Notwithstanding the foregoing, unless the Holder delivers to the Company written notice at least sixty-one (61) days prior to the effective date of such notice that the provisions of this paragraph (the “Limitation on Ownership”) shall not apply to such Holder, in no event shall a holder of Debentures have the right to convert Debentures into, nor shall the Company issue to such Holder, shares of Common Stock to the extent that such conversion would result in the Holder and its affiliates together beneficially owning more than 4.99% of the then issued and outstanding shares of Common Stock. For purposes hereof, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and Regulation 13D-G under the Exchange Act.

b. So long as no Event of Default (as defined in Section 10) shall have occurred and be continuing, the Company may at its option call for redemption all or part of the Debentures, with the exception of any portion thereof which is the subject of a previously-delivered Notice of Conversion, prior to the Maturity Date, as follows:

(i) The Debentures called for redemption shall be redeemable, upon not more than two (2) days written notice, for an amount (the “Redemption Price”) equal to: (i) if the Redemption Date (as defined below) is ninety (90) days or less from the date of issuance of this Debenture, one hundred percent (100%) of the sum of the Principal Amount so redeemed (plus accrued interest, if any); (ii) if the Redemption Date is greater than or equal to ninety one (91) days from the date of issuance of this Debenture and less than or equal to one hundred twenty (120) days from the date of issuance of this Debenture, One Hundred Ten percent (110%) of the sum of the Principal Amount so redeemed (plus accrued interest, if any); (iii) if the Redemption Date is greater than or equal to one hundred twenty one (121) days from the date of issuance of this Debenture and less than or equal to one hundred fifty (150) days from the date of issuance of this Debenture, One Hundred Twenty percent (120%) of the sum of the Principal Amount so redeemed; (iv) if the Redemption Date is greater than or equal to one hundred fifty one (151) days from the date of issuance of this Debenture and less than or equal to one hundred eighty (180) days from the date of issuance of this Debenture, One Hundred Twenty Five percent (125%) of the sum of the Principal Amount so redeemed (plus accrued interest, if any); and (v) if the Redemption Date is greater than or equal to one hundred eighty one (181) days from the date of issuance of this Debenture, one hundred thirty percent (130%) of the sum of the Principal Amount so redeemed (plus accrued interest, if any). The date upon which the Debentures are redeemed and paid shall be referred to as the “Redemption Date” (and, in the case of multiple redemptions of less than the entire outstanding Principal Amount, each such date shall be a Redemption Date with respect to the corresponding redemption).

(ii) If fewer than all outstanding Debentures are to be redeemed and are held by different investors, then all Debentures shall be partially redeemed on a *pro rata* basis.

(iii) Prior to the Redemption Date, the Company shall deposit into escrow an amount sufficient for the payment of the aggregate Redemption Price of the Debentures being called for redemption and shall make such funds available on and after the Redemption Date for payment to the Holders who present their Debentures and otherwise comply with the Company's instructions contained in the Redemption Notice (as defined below).

(iv) On the Redemption Date, the Company shall cause the Holders whose Debentures have been presented for redemption to be issued payment of the Redemption Price. In the case of a partial redemption, the Company shall also issue new Debentures to the Holders for the principal amount remaining outstanding after the Redemption Date promptly after the Holders' presentation of the Debentures called for redemption.

(v) To effect a redemption the Company shall provide a written notice to the Holder(s) not more than two (2) days prior to the Redemption Date (the "Redemption Notice"), setting forth the following:

1. the Redemption Date;
2. the Redemption Price;
3. the aggregate principal amount of the Debentures being called for redemption;
4. a statement instructing the Holders to surrender their Debentures for redemption and payment of the Redemption Price, including the name and address of the Company or, if applicable, the paying agent of the Company, where Debentures are to be surrendered for redemption;
5. a statement advising the Holders that the Debentures (or, in the case of a partial redemption, that portion of the Principal Amount being called for redemption) as of the Redemption Date will cease to be convertible into Common Stock as of the Redemption Date; and

6. in the case of a partial redemption, a statement advising the Holders that after the Redemption Date a substitute Debenture will be issued by the Company after deduction the portion thereof called for redemption, at no cost to the Holder, if the Holder so requests.

Notwithstanding the foregoing, in the event the Company issues a Redemption Notice but fails to fund the redemption on the Redemption Date, then such Redemption Notice shall be null and void, and (i) the Holder(s) shall be entitled to convert the Debentures previously the subject of the Redemption Notice, and (ii) the Company may not redeem such Debentures for at least thirty (30) days following the intended Redemption Date that was voided, and the Company shall be required to pay to the Holder(s) or fund into escrow the Redemption Price simultaneously with the issuance of a Redemption Notice in connection with any subsequent redemption pursued by the Company.

3. Unless demand has otherwise been made by the Holder in writing for payment in cash as provided hereunder, and so long as no Event of Default shall exist (whether or not notice thereof has been delivered by the Holder to the Company), any Debentures not previously tendered to the Company for conversion as of the Maturity Date shall be deemed to have been surrendered for conversion, without further action of any kind by the Company or any of its agents, employees or representatives, as of the Maturity Date at the Conversion Price applicable on the Maturity Date (“Mandatory Conversion”).

4. No provision of this Debenture shall alter or impair the obligation of the Company, which is absolute and unconditional to convert this Debenture into Common Stock, at the time, place, and rate herein prescribed. This Debenture is a direct obligation of the Company.

5. If the Company (a) merges or consolidates with another corporation or business entity and the Company is not the surviving entity or (b) sells or transfers all or substantially all of its assets to another Person and the holders of the Common Stock are entitled to receive stock, securities or property in respect of or in exchange for Common Stock, then as a condition of such merger, consolidation, sale or transfer, the Company and any such successor, purchaser or transferee will agree that this Debenture may thereafter be converted on the terms and subject to the conditions set forth above into the kind and amount of stock, securities or property receivable upon such merger, consolidation, sale or transfer by a holder of the number of shares of Common Stock into which this Debenture might have been converted immediately before such merger, consolidation, sale or transfer, subject to adjustments which shall be as nearly equivalent as may be practicable. In the event of any (i) proposed merger or consolidation where the Company is not the surviving entity or (ii) sale or transfer of all or substantially all of the assets of the Company (in either such case, a “Sale”), the Holder shall have the right to convert by delivering a Notice of Conversion to the Company within fifteen (15) days of receipt of notice of such Sale from the Company.

6. If, at any time while any portion of this Debenture remains outstanding, the Company effectuates a stock split or reverse stock split of its Common Stock or issues a dividend on its Common Stock consisting of shares of Common Stock or otherwise recapitalizes its Common Stock, the Conversion Price shall be equitably adjusted to reflect such action. By way of illustration, and not in limitation, of the foregoing (i) if the Company effectuates a 2:1 split of its Common Stock, thereafter, with respect to any conversion for which the Company issues the shares after the record date of such split, the Conversion Price shall be deemed to be one-half of what it had been calculated to be immediately prior to such split; (ii) if the Company effectuates a 1:10 reverse split of its Common Stock, thereafter, with respect to any conversion for which the Company issues the shares after the record date of such reverse split, the Conversion Price shall be deemed to be the amount of such Conversion Price calculated immediately prior to the record date multiplied by 10; and (iii) if the Company declares a stock dividend of one share of Common Stock for every 10 shares outstanding, thereafter, with respect to any conversion for which the Company issues the shares after the record date of such dividend, the Conversion Price shall be deemed to be the amount of such Conversion Price calculated immediately prior to such record date multiplied by a fraction, of which the numerator is the number of shares for which a dividend share will be issued and the denominator is such number of shares plus the dividend share(s) issuable or issued thereon.

7. All payments contemplated hereby to be made “in cash” shall be made by wire transfer of immediately available funds in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments of cash and each delivery of shares of Common Stock issuable to the Holder as contemplated hereby shall be made to the Holder to an account designated by the Holder to the Company and if the Holder has not designated any such accounts at the address last appearing on the Debenture Register of the Company as designated in writing by the Holder from time to time; except that the Holder may designate, by notice to the Company, a different delivery address for any one or more specific payments or deliveries.

8. The Holder of the Debenture, by acceptance hereof, agrees that this Debenture is being acquired for investment and that such Holder will not offer, sell or otherwise dispose of this Debenture or the Shares of Common Stock issuable upon conversion thereof except in compliance with the terms of the Securities Purchase Agreement and under circumstances which will not result in a violation of the Securities Act or any applicable state Blue Sky or foreign laws or similar laws relating to the sale of securities.

9. This Debenture shall be governed by and construed in accordance with the laws of the State of Nevada. Each of the parties consents to the exclusive jurisdiction and venue of the state and/or federal courts located in Miami-Dade County, Florida in connection with any dispute arising under this Agreement. This provision is intended to be a “mandatory” forum selection clause and governed by and interpreted consistent with Florida law. Each of the parties hereby consents to the exclusive jurisdiction and venue of any state or federal court having its situs in said county, and each waives any objection based on forum non conveniens. To the extent determined by such court, the Company shall reimburse the Holder for any reasonable legal fees and disbursements incurred by the Holder in enforcement of or protection of any of its rights under this Debenture or the Securities Purchase Agreement.

10. The following shall constitute an “Event of Default”:

a. The Company fails in the payment of principal or interest (to the extent that interest is imposed under this Section 10) on this Debenture as required to be paid in cash hereunder, and payment shall not have been made for a period of five (5) business days following the payment due date; or

b. Any of the representations or warranties made by the Company herein, in the Securities Purchase Agreement between the Company and the Buyer therein, or in any certificate or financial or other written statements heretofore or hereafter furnished by the Company to in connection with the execution and delivery of this Debenture, the Securities Purchase Agreement shall be false or misleading (including without limitation by way of the misstatement of a material fact or the omission of a material fact) in any material respect at the time made (as to which no cure period shall apply); or

c. The Company fails to remain listed on OTCQB or a more senior stock exchange any time from the date hereof to the Maturity Date for a period in excess of five (5) trading days.

d. The Company (i) fails to timely file required SEC reports when due, becomes, is deemed to be or asserts that it is a “shell company” at any time for purposes of the 1933 Act, and Rule 144 promulgated thereunder or otherwise takes any action, or refrains from taking any action, the result of which makes Rule 144 under the 1933 Act unavailable to the Buyer for the sale of their Securities, (ii) fails to issue shares of Common Stock to the Holder or to cause its Transfer Agent to issue shares of Common Stock upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Debenture, (iii) fails to transfer or to cause its Transfer Agent to transfer any certificate for shares of Common Stock issued to the Holder upon conversion of this Debenture as and when required by this Debenture and such transfer is otherwise lawful or (iv) fails to remove any restrictive legend or to cause its Transfer Agent to transfer any certificate or any shares of Common Stock issued to the Holder upon conversion of this Debenture as and when required by this Debenture and such legend removal is otherwise lawful (no cure period shall apply in the case of clauses (i) through (iv) above, inclusive); or

e. The Company shall fail to perform or observe, in any material respect (i) any other covenant, term, provision, condition, agreement or obligation of the Debenture, provided that, other than in the case of such failure under Section 5 hereof, as to which no cure period shall apply, such failure shall continue uncured for a period of thirty (30) days after written notice from the holder of such failure, or (ii) any covenant, term, provision, condition, agreement or obligation of the Company under the Securities Purchase Agreement and such failure shall continue uncured for a period of either (a) three (3) days after the occurrence of the Company's failure under Section 4(d), (e) (except as described in Section 10(c) hereof, as to which Section 10(c) hereof shall control), (f), (g) or (h) of the Securities Purchase Agreement, or (b) thirty (30) days after the occurrence of the Company's failure under any other provision of the Securities Purchase Agreement; or

f. 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; or (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; or

g. 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

h. 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 and shall not be dismissed within sixty (60) days thereafter; or

i. Any money judgment, writ or warrant of attachment, or similar process (including an arbitral determination), 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; or

j. The occurrence of an event of default under the terms of any indebtedness of the Company or any subsidiary (including but not limited to any Subsidiary) of the Company in the aggregate amount of \$50,000 or more which is not waived by the creditors under such indebtedness (as to which no cure period shall apply); or

k. Bankruptcy, reorganization, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Company and, if instituted against the Company, shall not be dismissed within sixty (60) days after such institution or the Company shall by any action or answer approve of, consent to, or acquiesce in any such proceedings or admit the material allegations of, or default in answering a petition filed in any such proceeding; or

l. The issuance of an order, ruling, finding or similar adverse determination by the Securities and Exchange Commission, the Secretary of State of the State of Nevada, the National Association of Securities Dealers, Inc. or any other securities regulatory body (whether in the United States, Canada or elsewhere) having proper jurisdiction that the Company and/or any of its past or present directors or officers have committed a material violation of applicable securities laws or regulations; or

m. The Company shall have its Common Stock suspended or delisted from a national securities exchange or an electronic quotation service such as the OTCQB, OTCQX for a period in excess of five (5) trading days;

n. Any of the following shall occur and be continuing: (i) a breach or default under (a) any agreement identified by the Company in its SEC Filings as a material agreement or (b) any note or other form of indebtedness in favor of the Company (collectively, the "Material Agreements"), irrespective of whether such breach or default was waived, and (ii) any other event, circumstance or combination thereof shall have occurred which, singly or when taken as a whole, results in a Material Adverse Effect;

o. The determination in good faith by the Holder that a material adverse change has occurred in the financial condition or operations of the Company or any of its subsidiaries which change could have a Material Adverse Effect on the prospect for the Company to fully and punctually realize the full benefits conferred on the Holder by this Agreement, or the prospect of repayment of all Obligations.

p. The determination in good faith by Holder that the prospect for payment or performance of any of the Obligations is impaired for any reason.

Then, or at any time thereafter, the Company shall immediately give written notice of the occurrence of such Event of Default to the Holders of all Debentures then outstanding, and in each and every such case, unless such Event of Default shall have been waived in writing by a majority in interest of the Holders of the Debentures (which waiver shall not be deemed to be a waiver of any subsequent default), then at the option of a majority in interest of the Holders and in the discretion of a majority in interest of the Holders, (i) pursue remedies against the Company in accordance with the Holder's rights in the Collateral, (ii) the interest rate applicable to the Debentures shall be increased to the lesser of eighteen percent (18%) per annum and the maximum interest rate allowable under applicable law, and (iii) the Holder may at its option and discretion declare this Debenture, together with all accrued and unpaid interest thereon, in an amount equal to one hundred forty percent (140%) of the Principal Amount plus accrued and unpaid interest (the "Acceleration Amount"), to be immediately due and payable, without presentment, demand, protest or notice of any kinds, all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding. At its option, a Holder may elect to convert the Debenture pursuant to Section 2 notwithstanding the prior declaration of a default and acceleration, in the sole discretion of such Holder. A majority in interest of the Holders may immediately enforce any and all of the Holder's rights and remedies provided herein or any other rights or remedies afforded by law. Notwithstanding the foregoing, in the case of a default under Section 10(c), the Holder of the Debenture sought to be converted, transferred or de-legended, as the case may be, acting singly, shall have the sole and absolute discretion to increase the applicable interest rate on the Debentures held by such Holder and/or to declare the Debenture(s) held by such Holder to be immediately due and payable. The Company expressly acknowledges and agrees that the Acceleration Amount as so increased in the event of a default is reasonable and appropriate due to the inability to define the financial hardship that the Company's default would impose on the Holders.

11. Nothing contained in this Debenture shall be construed as conferring upon the Holder the right to vote or to receive dividends or to consent or receive notice as a shareholder in respect of any meeting of shareholders or any rights whatsoever as a shareholder of the Company, unless and to the extent converted in accordance with the terms hereof.

12. This Debenture may be amended only by the written consent of the parties hereto. Notwithstanding the foregoing, the principal amount of this Debenture shall automatically be reduced by any and all Conversion Amounts (to the extent that the same relate to principal hereof). In the absence of manifest error, the outstanding principal amount of the Debenture on the Company's book and records shall be the correct amount.

13. No waivers or consents in regard to any provision of this Debenture may be given other than by an instrument in writing signed by the Holder.

*[Signature Page Follows]*

**IN WITNESS WHEREOF** , the Company has caused this Debenture to be duly executed by an officer thereunto duly authorized as of the date of issuance set forth above.

**EVENTURE INTERACTIVE, INC.**

By: /s/ Gannon Giguere

Name: Gannon Giguere

Title: President, Secretary and Chairman of the Board of Directors

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

I, Jason Harvey, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Eventure Interactive, Inc.;
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 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 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 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: May 18, 2015

/s/ Jason Harvey

Jason Harvey, Chief Executive Officer

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

I, Michael D. Rountree, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Eventure Interactive, Inc.;
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 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 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 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: May 18, 2015

/s/ Michael D. Rountree

Michael D. Rountree, Chief Financial Officer

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**CERTIFICATION PURSUANT TO 18 U.S.C. SECTIONS 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 March 31, 2015 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.

Date: May 18, 2015

/s/ Jason Harvey

Jason Harvey, Chief Executive Officer

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**CERTIFICATION PURSUANT TO 18 U.S.C. SECTIONS 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 March 31, 2015 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: May 18, 2015

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

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