# NOBEX WHITE LABEL AGREEMENT

Nobex Technologies, Inc., a Delaware corporation ("**We**", "**Us**" or "**Our**") offers an online service (the "Service") and a proprietary platform (the "Platform") which allow terrestrial and internet radio station owners/operators the ability to create custom applications (the "**Custom Apps**") through which users can play certain audio and view other content of radio stations on mobile devices. This Agreement governs Your creation and use of the Service, Platform and Custom Apps. "**You**" or "**Your**" means any radio station owner/operator that registers for the Service and is approved by Us.

Please read this Agreement carefully. You must accept the terms of this Agreement prior to Our making the applications publicly available. By clicking "ACCEPT" You signify Your acceptance of the terms of this Agreement. If You do not accept the terms of this Agreement, do not click "ACCEPT".

1. **Definitions**. When used herein, the following words and expressions shall have the corresponding meanings:

I. "**Content**" means any and all information (in all formats, whether currently existing or which may in the future exist) created by You and submitted to be included in the Custom App including, without limitation, Streams, video and audio files, images, visual files, call letters, and stations' names and logos;

II. "**Nobex App**" means our mobile application for streaming radio on mobile devices.

III. "**Stream**" means digital stream of Your station over the Internet, operated by You; "**Website**" means www.nobexpartners.com

2. **Service Description**. The Service allows You to create a Custom App that will enable listening to Your Streams over devices using the following operating systems: Android* OS 2.2 and higher, Apple* IOS 5 and higher (the "**Operating Systems**"). We will not alter a Stream in any manner. The Custom App will play the Stream exactly as it is broadcast by You. We will exert commercially reasonable efforts to update eligible Custom Apps to updates of the Operating Systems within a reasonable period of time from their general release to the public.

*Apple is a trademark of Apple, Inc., Android is a trademark of Google, Inc.

3. **App Submission**. The Custom Apps will be submitted to the relevant application stores (Apple* App Store, Google* Play) by Us under Your developer account, and will specifically state that We are the developer/vendor, will include our trademark and identify the Custom App as "Powered by Nobex" and/or "Copyright Nobex Technologies Inc." and will include a link to our site in the "about box" of the Custom App. For as long as this Agreement is not terminated, and the Custom Apps are published in Your developer account, the Custom Apps will be the only official application for Your radio

station. You or anyone on your behalf will not publish another application that streams only Your stream or is branded with Your station name. If such an application exists at the time You accept this Agreement, You will have that application removed from the relevant application stores before the Custom App is submitted by Us. There is no restriction on including Your stream in any other radio aggregating application. The Custom App will be provided to end users for free. The Custom App will be available to users in the country/territory of station origin and territories unless any store blocks it in certain countries, We ask that you let us know if the Streams are licensed in additional territories and We will adjust the distribution accordingly submission to the application stores. You will be responsible for maintaining Your developer accounts in Good Standing on both platforms, via payment of annual fees, updating users details and any other requirement of the platform. For as long as this Agreement is not terminated, and the Custom Apps are published in Your developer account, You will provide on-going Administrator access to Us on the relevant developer accounts. In order for the Custom App to be published on the Apple* App Store, You must register for an Organization Membership with the Apple Developer program. In order for the Custom App to be published on the Google Play* Store, You must register for an Organization developer account with Google Play developer program.

4. **Advertising**. Through the Platform and the Custom App We will display custom pre-roll ads, banner ads and cover-flow visual ads and will integrate new advertising mechanisms over time. In addition to the foregoing, We reserve the right to include advertisements for the Platform, the Nobex App and our Services through the Platform and the Custom App.

5. **Revenue Sharing.** Net Revenues will be distributed on the basis of 50% to Us and 50% to You (Our "Customers"). The allocation between Customers shall be based on parameters such as usage by end users, numbers of ads requested, etc., as shall be published in the Customer section of Our Website. We make no guarantee that any Net Revenues will be earned nor that You will be eligible to receive and revenue share payments. There will be no revenue share to You if the monthly Net Revenues allocated to You is below twenty (20) US Dollars. "Net Revenues" means the gross revenues actually received by Us resulting from all advertising displayed through the Platform, including through Your Custom App, the Nobex App and the custom applications of other Customers, less any direct transactional costs, VAT or sales taxes, and advertising expenses.

6. **Reporting and Payment.** Within 30 days of the end of each calendar month, We shall provide You with a report with respect to Net Revenues based on Our reasonable calculations and in accordance with the parameters set forth on Our Website as may be amended from time to time. Concurrently with each monthly report, We shall transfer Your share of the Net Revenues to You in US Dollars, less any applicable value added or similar tax appropriately charged to Your share of Net Revenues, to a payPal account

provided by You,. If the amount payable to You hereunder for any month does not equal at least $100, then no amounts shall be payable to You until the aggregate amount due to You equals at least $100. If We are required by applicable law, We shall remit to the proper taxing authorities any and all taxes withheld from the payments to You. Any unclaimed balance remaining at the end of a calendar year, will not be carried over to the following year. It is Your responsibility to provide requested PayPal details to claim Your payment.

7. **Subscription**. We may provide the option for You to subscribe via monthly or annual fee to different Service plans and features of Nobex Partners, as modified from time to time on the Customer session of Our portal. For each calendar month Your Custom App is live in the relevant application stores You will be billed the monthly subscription fee excluding any free trial periods. You may request to cancel your subscription at any time. We may make changes to our available plans from time to time. Notice will be provided to affected subscribers when these changes occur.

8. **Set Up Fee**. We may require a one-time set up fee to post the Custom App. We may waive this fee for some subscription plans, or specific customer, at our sole discretion.

9. **Support**. We shall serve as the point of contact for all inquiries and support requests from endusers of the Custom App through a "help" feature contained therein and via e-mail. We shall make commercially reasonable efforts to provide a timely response and suggested solutions to all such inquiries and support requests. Under some Service plans, we will provide customer support by email and integrated web-site messages to You too. Customer support includes providing instructions and help in emergency cases, help resolve blocking issues, help identify the nature of issues and propose a solution or fix.

10. **Your Content**. (a) You hereby grant Us a royalty-free, limited, worldwide, revocable license to play the Streams through the Platform, the Custom App and the Nobex App, on the terms and conditions set forth herein. Additionally, You hereby grant Us a royalty-free, limited, worldwide, revocable license to use Your trademarks, other intellectual property and Content, provided to Us from time-to-time by You to be used in connection with the Custom App and the Nobex App; (b) You warrant and represent that You have all legal rights necessary to grant Us the license specified in paragraph (a) above; (c) You acknowledge and agree that We will have the right (but not obligation), at our sole discretion, to refuse to publish, to remove, and to block access to any Content You provide Us, at any time and for any reason, with or without notice to You; and (d) You will cover all streaming costs and be responsible for compliance with all applicable laws and industry guidelines and third party rights and/or claims (including, but not limited to royalty obligations) related to the Streams, the Content and the Custom App . Except as set forth herein, you retain all rights to Your Content; (e) You will ensure your stream is active 24 hours per day, 7 days per week; (f) You warrant that the content

made available through your Custom App, both the audio content in the stream and content in the connected social feeds and other content made available in the app: is not sexually explicit content, or sexually gratifying in nature; does not promote violence, or incite hatred against individuals or groups based on race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, or any other characteristic that is associated with systemic discrimination or marginalization; does not depict or facilitate gratuitous violence or other dangerous activities; does not relate to terrorism, such as content that promotes terrorist acts, incites violence or celebrates terrorist attacks; does not contain or facilitate threats, harassment or bullying; does not promote the sale or use of illegal substances or dangerous products; is not affiliated with movements or organizations that have engaged in, prepared for, or claimed responsibility for acts of violence against civilians; is not for the purpose of or related to planning, preparing, or glorifying violence against civilians.

11. **Intellectual Property.** All right, title and interest in and to the Services, Platform, the Nobex App and the Custom App and all documentation and all intellectual property rights therein and thereto shall remain at all times with Us or our licensors. All rights not expressly granted to You herein are reserved by Us.

12. **Use of Data**. We reserve the right to use and/or sell data generated by the Services, Platform and Custom App such as usage patterns, user actions and preferences, etc. Revenues generated from the sale or use of such aggregated data will not be subject to Revenue Sharing.

13. **Relationship of the Parties**. Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

14. **Indemnification**. You agree to indemnify, defend and hold Us harmless (as well as our affiliates, employees, officers, directors and agents) from and against any and all third party allegations for any and all claims, proceedings, losses, liabilities and expenses (including attorney fees and court expenses) asserted in any claim, action, lawsuit, investigation or proceeding, whether actual or alleged, arising out of or related in any way to (i) a breach by You of this Agreement; (ii) Your use of the Custom App in a manner that may violate any third party intellectual property or contractual rights; or (iii) Your use of the Custom App in violation of any law, regulation or court order.

15. **No Warranty. THE CUSTOM APP, PLATFORM, SERVICE AND THE WEBSITE ARE PROVIDED "AS-IS". WE MAKE NO WARRANTY THAT THE CUSTOM APP, PLATFORM, SERVICE AND THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT THE PLAY OF STREAMS TO END USERS' DEVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; WE AND/OR OUR**

**LICENSORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PLATFORM AT ANY TIME. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY WARRANTIES (INCLUDING WITH REGARD TO THE PERFORMANCE OF THE CUSTOM APP, PLATFORM, THE SERVICE AND THE WEBSITE) AND WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.**

16. **Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE SHALL HAVE NO LIABILITY ARISING OUT OF THE USE OF THE CUSTOM APP, PLATFORM, SERVICE AND THE WEBSITE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES), INCLUDING ARISING OUT OF THE USE OF CUSTOM APP, PLATFORM, SERVICE AND THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

17. **Term, Termination**. The initial term of this Agreement is twelve (12) months. After the initial term this Agreement will automatically renew in terms of twelve (12) months. Notwithstanding, either party may terminate this Agreement upon 30 days written notice and We shall remove the Custom App from the application stores and terminate play of all Streams. Sections 13 (Indemnification), 14 (No Warranty), 15 (Limitation of Liability) and this Section 16 shall survive termination for any reason.

18. **Publicity**. We shall have the right to include a reference to You and Your logo on our Website, and in marketing literature, labeling and in our promotional materials, and may issue press releases regarding Your use of the Service. You may not include any references to Us or our logo, or issue any press releases regarding the use of the Website, without our express written approval. Either party may re-publish information contained in a previously approved press release, including on a party's website and in marketing materials.

19. **Force Majeure**. If by reason of failures of telecommunications or internet service providers, labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond Our control, We are unable to perform in whole or in part our obligations as set forth in this Agreement, then We shall be relieved of those obligations to the extent We are so unable to perform and such inability to perform shall not make Us liable to the You or other third parties.

20. **Notice**. Any and all notices and communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or received by facsimile or similar means of communication, or by mail or courier, addressed to the parties at the addresses set forth below or to such other addresses as either of the parties hereto may from time to time in writing designate to the other party hereto: If to Us: at legal@nobexinc.com. If to You: at the email address provided by You during Your registration to the Website.

21. **Miscellaneous**. This Agreement represents the entire agreement between the parties regarding the subject matter hereof. A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition. We may assign our rights and/or obligations pursuant to this Agreement. You shall not assign any rights or obligations under this Agreement. If any part of this Agreement shall be deemed invalid or unenforceable, such term shall be interpreted to give maximum effect to its provisions, and any such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York, and the competent courts in New York City shall have exclusive jurisdiction to hear any disputes arising hereunder. You may print and keep a copy of this Agreement, which form the entire agreement between You and Us and supersede any other communications or advertising with respect to the Custom App, the Nobex App, the Platform and the Service. You acknowledge that in entering into this Agreement, You have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the internet or in negotiation between Us except as expressly set out in this Agreement.