

PASS THE AUX SUBMISSION RELEASE AGREEMENT

This Submission Release Agreement (the "Agreement") is made and entered into as of the date signed below by and between THE GLADHAUS CO., LLC, an Arizona-based company ("GLADHAUS"), KHE PRODUCTIONS ("KHE"), collectively referred to as the "Companies," and the undersigned individual or entity (the "Submitter").

1. SUBMISSION OF MATERIAL

The Submitter wishes to submit to the Companies certain materials through the Pass The Aux Member Portal, including but not limited to musical compositions, performances, recordings, concepts, promotional content, artist profiles, creative proposals, video content, or other materials related to live music production and entertainment (the "Material"), for the purpose of allowing the Companies to evaluate the Material for potential inclusion in Pass The Aux events, productions, collaborations, or other business opportunities. The Submitter agrees to submit the Material voluntarily and with full understanding of the terms set forth in this Agreement.

2. NON-CONFIDENTIALITY

The Submitter acknowledges and agrees that:

- a. The Companies have no obligation to treat the Material as confidential or proprietary.
- b. The Companies may discuss, share, or evaluate the Material with their respective employees, contractors, advisors, production partners, venues, sponsors, artists, agents, managers, or other third parties without liability.
- c. The Companies' review of the Material does not establish a confidential relationship between the Submitter and the Companies.
- d. Any submission through the Pass The Aux Member Portal is made with the understanding that materials may be viewed and evaluated by representatives of both GLADHAUS and KHE, as well as their authorized partners and affiliates.

3. REPRESENTATIONS AND WARRANTIES

The Submitter represents and warrants that:

- a. The Material is wholly original to the Submitter and/or the Submitter has obtained all necessary rights, licenses, and clearances to submit the Material.
- b. The Material does not infringe upon any copyright, trademark, trade secret, right of publicity, right of privacy, or other intellectual property or proprietary rights of any third party.
- c. The Submitter has the full right, authority, and capacity to enter into this Agreement and submit the Material.

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- d. The Submitter has not granted any rights in the Material to any third party that would conflict with this Agreement or the Companies' evaluation and potential use of the Material.
- e. The Material does not contain any defamatory, obscene, or unlawful content.
- f. All musical compositions, recordings, or performances included in the Material comply with applicable music licensing requirements and the Submitter has authority to submit such materials.

4. NO OBLIGATION TO USE

The Companies are under no obligation to:

- a. Review the Material within any specific time frame.
- b. Provide feedback, explanations, or reasons regarding any decision to accept, reject, or modify the Material.
- c. Feature the Material in any Pass The Aux event, production, or related activity.
- d. Enter into any further agreements with the Submitter.
- e. Compensate the Submitter for submission or review of the Material unless expressly agreed in a separate written agreement.

5. INDEPENDENT CREATION AND SIMILAR MATERIALS

The Submitter acknowledges and agrees that:

- a. The Companies may have independently developed content or received submissions from third parties that are similar to or substantially the same as the Material.
- b. The Companies regularly receive and evaluate numerous submissions of musical content, performance proposals, and creative materials.
- c. The Companies' use of independently created or received content, or content that is similar to the Material, shall not constitute a breach of this Agreement or any rights the Submitter may claim.
- d. The Submitter waives any claims based on alleged similarity between the Material and content used by the Companies, whether created independently or received from other sources.

6. RELEASE AND INDEMNITY

The Submitter releases and agrees to defend, indemnify, and hold harmless the Companies and their respective affiliates, members, managers, employees, agents, representatives, production partners, venue partners, sponsors, artists, contractors, and successors (collectively, the

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"Released Parties") from and against any and all claims, liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees), or actions arising from:

- a. The Companies' review, evaluation, or use of the Material in accordance with this Agreement.
- b. Any third-party claims alleging infringement of intellectual property rights, rights of publicity, defamation, or other violations of rights related to the Material.
- c. Any breach of the Submitter's representations and warranties contained in this Agreement.
- d. Any claims related to the Submitter's participation in or submission of materials through the Pass The Aux Member Portal.

7. RETENTION OF RIGHTS

- a. Except as expressly provided herein, this Agreement does not grant the Companies any ownership interest in the Material.
- b. The Submitter retains all intellectual property rights in and to the Material unless otherwise agreed in a separate written agreement.
- c. However, by submitting Material through the Pass The Aux Member Portal, Submitter grants the Companies a non-exclusive, royalty-free, worldwide license to review, evaluate, and internally share the Material for the purposes described in this Agreement.

8. MEMBER PORTAL TERMS

The Submitter acknowledges that:

- a. Use of the Pass The Aux Member Portal is subject to additional terms and conditions governing portal access and membership.
- b. Submission of Material through the portal constitutes acceptance of those terms in addition to this Agreement.
- c. The Companies reserve the right to remove or reject any Material from the portal at their sole discretion.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in Maricopa County, Arizona. The Submitter consents to personal jurisdiction in Arizona for any such disputes.

10. ENTIRE AGREEMENT

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This Agreement constitutes the entire agreement between the parties regarding the Material and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.

11. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be reformed to the extent necessary to make it valid and enforceable while preserving the parties' original intent.

12. MODIFICATION

This Agreement may only be modified by a written amendment signed by authorized representatives of all parties.

13. ACKNOWLEDGEMENT AND ACCEPTANCE

The Submitter acknowledges that they have read and understood this Agreement, have had the opportunity to seek independent legal counsel, and voluntarily agree to its terms. By signing below, the Submitter consents to the submission of the Material under these conditions.