



World Tavern Entertainment LLC – 5611 NC Hwy 55 Suite 102 – Durham NC 27713

BarShift and World Tavern Entertainment Promotions Consultant Agreement

This Independent Promotions Consultant BarShift Agreement (“Agreement”) is made by and between the undersigned (“Consultant”) and World Tavern Entertainment, LLC, a North Carolina corporation WORLD TAVERN ENTERTAINMENT. WORLD TAVERN ENTERTAINMENT will only become effective and binding on the date it is accepted by the Company, payment of the annual agreement fee in full, and the Applicant has otherwise complied with all requirements of the Company, including completion of training. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. WORLD TAVERN ENTERTAINMENT may, subject to the terms and conditions of this Agreement, and any other applicable agreement or document incorporated herein by reference, provide Consultant with access to the BarShifter software, sales materials and other marketing tools in order to sell their services to Bars and Restaurants.
2. Upon acceptance of this Consultant Application and Agreement by WORLD TAVERN ENTERTAINMENT, Consultant shall have the right to: sell their Consulting services and earn commissions. Consultant agrees to present the BarShift business, and BarShift software as set forth in the Agreement and in official WORLD TAVERN ENTERTAINMENT literature.
3. Consultant hereby authorizes WORLD TAVERN ENTERTAINMENT to initiate entries, electronic or otherwise, to Consultant’s checking/savings accounts at the financial institution provided by Consultant, and, if necessary, initiate adjustments, electronic or otherwise, for any transactions credited/debited in error. This authority will remain in effect until WORLD TAVERN ENTERTAINMENT is notified by Consultant in writing to cancel it in such time as to afford WORLD TAVERN ENTERTAINMENT and the Financial Institution a reasonable opportunity to act on it.
4. Consultant shall be an independent contractor and in accordance with the law of any state or jurisdiction, and not an employee, franchisee, representative, agent, joint venturer or partner of WORLD TAVERN ENTERTAINMENT. This Agreement shall not create an employer-employee relationship and shall not constitute a hiring of such nature by any party. Consultant is not authorized to, and shall not, obligate WORLD TAVERN ENTERTAINMENT in any way legally or financially.
5. CONSULTANT UNDERSTANDS THAT CONSULTANT IS NOT, AND SHALL NOT BE TREATED AS, AN EMPLOYEE OF WORLD TAVERN ENTERTAINMENT FOR FEDERAL OR STATE TAX PURPOSES OR ANY OTHER PURPOSES WHATSOEVER. Consultant shall be responsible for and pay Consultant's own self-

employment taxes, estimated tax liabilities, business equipment or personal property taxes and other similar obligations, whether federal, state or local. WORLD TAVERN ENTERTAINMENT shall not pay or withhold any FICA, SDI, federal or state income tax or unemployment insurance or tax or any other amounts because the relationship of the parties hereto is not that of employer-employee, but that of independent contractor. Consultant shall be solely responsible for the payment of all taxes, withholdings and other amounts due in regard to Consultant's own employees, if any.

6. Consultant shall be solely responsible for determining, reporting and paying all sales tax, business license fees and/or any other similar taxes, fees or items required by any governing or agency or taxing authority. Consultant shall be solely responsible for obtaining all business licenses required with regard to Consultant's BarShift business. WORLD TAVERN ENTERTAINMENT shall not be obligated to, provide or maintain services or systems to assist in the collecting and remitting of sales taxes on behalf of Consultant; provided, however, that such services or systems shall be provided as a convenience only and shall not create or be indicative of any relationship other than an independent contractor relationship. In addition to any other releases contained herein, Consultant expressly releases WORLD TAVERN ENTERTAINMENT from any claims regarding the determination, collection, remittance or reporting of sales tax.

7. Consultant shall establish Consultant's own goals, working hours and methods of sale, so long as Consultant complies with the terms of this Agreement, including all applicable laws. WORLD TAVERN ENTERTAINMENT does not maintain or enforce exclusive sales areas or territories for the benefit of Consultant other than your ability to visit, in person, your clients at least once monthly. Consultant expressly acknowledges that neither this Agreement, nor any compensation, bonuses, commissions or incentive plans or programs pertaining to the Product, business, consultants, Policies and Procedures, of WORLD TAVERN ENTERTAINMENT constitutes a franchise, business opportunity, or seller assisted marketing plan or other regulated sales relationship. Specifically, WORLD TAVERN ENTERTAINMENT does not represent that Consultant can earn any amount hereunder, whether or not in excess of any annual marketing payments made by Consultant, or that there is a market for the Product.

8. Unless expressly agreed in writing otherwise, WORLD TAVERN ENTERTAINMENT shall not provide any travel, equipment, sales materials, or services or other items for the benefit of Consultant however items may be available for you to purchase. Consultant shall, at Consultant's own expense, provide and make arrangement for all travel, equipment, sales materials, services, and other items necessary to perform Consultant's duties hereunder. Consultant shall be responsible for payment of Consultant's own costs and expenses, including, but not limited to those items specifically set forth herein.

9. Consultant may execute this Agreement pursuant to the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and any similar state laws (collectively "E-Sign Laws"). Accordingly, this Agreement constitutes an electronic record in satisfaction of the provisions of 15 U.S.C. §7006(4) and the E-Sign Laws. Consultant acknowledges that this Agreement is capable of retention by the recipient at the time of receipt in satisfaction of the E-Sign Laws. Consultant acknowledges that Consultant is able to access, print and/or store this Agreement pursuant to the E-Sign Laws. Execution of this Agreement pursuant to the E-Sign Laws shall expressly include and constitute Consultant initialing and agreeing to be bound by Section 3 of this Agreement pertaining to authorization of WORLD TAVERN ENTERTAINMENT to initiate entries, electronic or otherwise, to Consultant's checking/savings accounts at the "Financial Institution.

10. WORLD TAVERN ENTERTAINMENT may, at its sole discretion, create, amend, or discontinue certain compensation, bonus, commission or incentive plan or program pertaining to its Product, business, consultants, and others. Consultant shall have no vested interest in any such plan or program, provided, and WORLD TAVERN ENTERTAINMENT pricing structure of WORLD TAVERN ENTERTAINMENT may, subject to the terms and conditions of this Agreement, be amended at the sole discretion of WORLD TAVERN ENTERTAINMENT. Notification of amendments shall be sent to Consultant by email, posted on WORLD TAVERN ENTERTAINMENT's website, and posted in Consultant's BarShift.com Back Office. Amendments shall become effective thirty (30) days after notification to Consultant but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of Consultant's WORLD TAVERN ENTERTAINMENT business, the purchase of Product hereunder, or Consultant's acceptance of bonuses or commissions after the effective date of any amendment shall constitute Consultant's acceptance of any and all amendments. Notwithstanding the foregoing, WORLD TAVERN ENTERTAINMENT may require Consultant to accept and agree to be bound by any amendments pursuant to the E-Sign Laws.

11. The term of this Agreement is one year from the Effective Date or the date of its acceptance by WORLD TAVERN ENTERTAINMENT, whichever shall occur last. This Agreement shall thereafter automatically renew for successive one-year terms unless either party notifies the other that it does not wish to renew the Agreement. If WORLD TAVERN ENTERTAINMENT elects not to renew the Agreement, it shall provide Consultant with written notification of such election at least thirty (30) calendar days prior to the renewal date. If this Agreement is terminated for any reason, Consultant shall not be eligible to sales on behalf of WORLD TAVERN ENTERTAINMENT or use any intellectual property, including, without limitation, trademarks, styles, or names of WORLD TAVERN ENTERTAINMENT ("Intellectual Property") or any Confidential Information of WORLD TAVERN ENTERTAINMENT. In the event of termination or non-renewal of this Agreement, all rights of Consultant, if any, to any bonuses, commissions, or other compensation, whether or not related the productivity or sales activities of any other consultant, or otherwise, shall terminate.

12. Notwithstanding anything in this Agreement, upon any breach by Consultant of this Agreement or any other agreement between Consultant and WORLD TAVERN ENTERTAINMENT, WORLD TAVERN ENTERTAINMENT reserves the right, in addition to any right, remedy or action set forth in the Policies and Procedures, to terminate this Agreement upon fifteen (15) days prior written notice of any such breach by Consultant. Should Consultant be unable to reasonably cure any such breach in the fifteen (15) day notice period, this Agreement shall then terminate upon the expiration of such notice period. Further notwithstanding anything in this Agreement, WORLD TAVERN ENTERTAINMENT reserves the right to immediately terminate this Agreement without notice in the event that Consultant misrepresents Products or WORLD TAVERN ENTERTAINMENT, or the acts of Consultant cause a negative impact on the business or reputation of WORLD TAVERN ENTERTAINMENT. WORLD TAVERN ENTERTAINMENT reserves the right to terminate this Agreement upon thirty (30) days' notice to Consultant in the event WORLD TAVERN ENTERTAINMENT elects to: (a) cease business operations; (b) dissolve as a business entity; or (c) terminate the distribution of its Products via direct selling channels.

13. Unless specified in writing otherwise by WORLD TAVERN ENTERTAINMENT, all information provided by WORLD TAVERN ENTERTAINMENT to Consultant is and shall remain confidential ("Confidential

Information"). The above Confidential Information shall include, but not be limited to, all customer information, customer and client lists, sales information, wants and needs of customers, agreements, communications, plans, designs, reports, projections, budgets, proformas, or other materials, whether or not furnished or prepared by WORLD TAVERN ENTERTAINMENT or its agents (as herein defined). Consultant shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by WORLD TAVERN ENTERTAINMENT to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information or Intellectual Property, or of any feature, specification, detail or other characteristic contained in or derived from, the Confidential Information or Intellectual Property, except for purposes of performing services hereunder. The parties each acknowledge that the Confidential Information constitutes trade secrets of WORLD TAVERN ENTERTAINMENT within the meaning of and pursuant to the law of any jurisdiction in which Consultant resides and/or does business. The parties further acknowledge that this Agreement constitutes reasonable efforts of WORLD TAVERN ENTERTAINMENT to protect and maintain the secrecy and confidentiality of the Confidential Information.

14. Consultant shall not, subject to the terms and conditions of this Agreement, directly or indirectly, contact, communicate with, solicit or conduct any business or enter into any transactions or associations of any economic value with any parties identified in, derived from, or obtained by reason of the Confidential Information, or otherwise identified or provided by WORLD TAVERN ENTERTAINMENT, without the prior written consent of WORLD TAVERN ENTERTAINMENT. Consultant shall not derive any economic benefit from any transaction between any parties identified in, derived from, or obtained by reason of the Confidential Information or otherwise identified or provided by WORLD TAVERN ENTERTAINMENT and any third party, without the prior written consent of WORLD TAVERN ENTERTAINMENT. Consultant shall not use any third-party intermediaries or other devices to avoid or defeat the foregoing non-circumvention covenants.

15. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, except as set forth herein, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, except as set forth herein, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement, except as set forth herein.

16. The Agreement constitutes the entire agreement between WORLD TAVERN ENTERTAINMENT and Consultant pertaining to the subject matter contained in the Agreement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. To the extent that the terms or conditions of any of the documents incorporated into this Agreement by reference conflict with the terms or conditions of this Agreement, the terms and conditions of this Agreement shall control. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The term "days" as used herein shall mean consecutive calendar days.

17. Notwithstanding any provision in this Agreement to the contrary, the obligation of Consultant regarding confidentiality and non-circumventions and non-solicitation shall survive for so long as WORLD TAVERN ENTERTAINMENT may, in its sole discretion, consider the Confidential Information to be confidential. If any provision of this Agreement shall, for any reason, be held unenforceable, such provision shall be severed from this Agreement, and such severed provision shall be reformed only to the extent necessary to make it enforceable. The Invalidity of such severed provision, however, shall not affect the enforceability of any other provision herein, and the remaining provisions shall remain in full force and effect.

18. The obligations of Consultant under this Agreement are unique in that the same constitute personal services. If Consultant should default in the obligations of Consultant under the terms of this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, WORLD TAVERN ENTERTAINMENT, in addition to any other available rights or remedies, may sue in equity for specific performance, without the necessity of posting bond or other security, and Consultant expressly waives the defense that a remedy in damages will be adequate and the requirement of a bond or other security.

19. Consultant may not assign this Agreement or any rights hereunder without the prior written consent of WORLD TAVERN ENTERTAINMENT. Any attempt to transfer or assign the Agreement or any rights under the Agreement without the express written consent of WORLD TAVERN ENTERTAINMENT renders the Agreement voidable at the option of WORLD TAVERN ENTERTAINMENT.

20. If Consultant is in breach, default or violation of the Agreement at termination of the Agreement, Consultant shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed. Consultant agrees that WORLD TAVERN ENTERTAINMENT may deduct, withhold, set-off, or charge to any form of payment Consultant has previously authorized, any amounts Consultant owes or is indebted to WORLD TAVERN ENTERTAINMENT.

21. WORLD TAVERN ENTERTAINMENT, its parent or affiliated companies, directors, officers, shareholders, members, managers, employees, assigns, and agents (collectively "affiliates"), shall not be liable for, and Consultant releases, defends, and holds harmless WORLD TAVERN ENTERTAINMENT and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. Consultant further agrees to release, defend, and hold harmless WORLD TAVERN ENTERTAINMENT and its affiliates from all liability arising from or relating to Consultant's promotion or operation of Consultant's BarShift business and any activities related thereto and any matters set forth herein (e.g., the presentation of BarShift Products or the, the determination, collection, remittance or reporting of sales tax, the operation of a motor vehicle, the use of any home or other sales activities, the lease or use of meeting or training facilities, etc.), and agrees to indemnify WORLD TAVERN ENTERTAINMENT and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Consultant undertakes in operating Consultant's independent BarShift business.

22. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without regard to principles of conflicts of laws. In the event of a dispute between Consultant and WORLD TAVERN ENTERTAINMENT arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through

nonbinding mediation as more fully described in the Policies and Procedures. WORLD TAVERN ENTERTAINMENT shall not be obligated to engage in mediation as a prerequisite to disciplinary action against Consultant. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration.

23. If a Consultant wishes to bring an action against WORLD TAVERN ENTERTAINMENT for any act or omission relating to or arising from the Agreement, such action must be brought within 6 months from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against WORLD TAVERN ENTERTAINMENT for such act or omission. Consultant waives all claims that any statute of limitations applies.

24. Consultant hereby grants to WORLD TAVERN ENTERTAINMENT an irrevocable license to use Consultant's name, photograph, likeness, personal story, testimonial, and/or BarShift business history or information in advertising and promotional materials and waives all claims for remuneration for such use. Consultant waives any right to inspect or approve the same prior to publication by WORLD TAVERN ENTERTAINMENT.

25. The application date set forth above is for reference and convenience purposes only. This Agreement will only become effective when accepted by the Company electronically or in writing. This Agreement may be accepted by the Company electronically which shall constitute execution of the Agreement pursuant to the E-Sign Laws. The date this Agreement is accepted by the Company will be referred to as the Effective Date.

OPERATING GUIDELINES & AGREEMENT

PRICING AND COMPENSATION

Pricing: The BarShifter Promotions Consultant is nationally marketed at a price of \$299/month however you can set your pricing based on demand or any other factors you believe justify your change.

Compensation: For each client you obtain and manage, the following fees will be deducted from your monthly revenue including

- **Credit Card Processing Fee:** 3% of the total monthly charge.
- **Software Licensing Fee:** \$99 monthly for the use of the software for each client.

Client Agreement: You will be required to have each client sign the Client Agreement before you can activate their account or begin providing services for them.

ANNUAL MARKETING AND TRAINING FEE

Once approved as a BarShifter Consultant you must pay a \$250 Annual Marketing and Training Fee. This fee will be due on each future anniversary date and will be automatically deducted from your monthly commissions. If the amount of the fee is greater than the amount owed in commissions, you will be provided 14 days to submit this payment before your account will be deactivated.

For this Annual Marketing and Training Fee you will receive the following;

- Up to 8 hours of annual training
- Inclusion in monthly marketing and training meetings
- Up to 100 Sales Brochures annually
- (3) Branded Apparel Items for the first year
- 1 BarShift License to be used for testing and presentation purposes

ETHICAL RESPONSIBILITY

As a BarShift Promotions Consultant you are expected work with your clients to grow their business through promotions and never putting their customer's at risk. This means that you will follow through with your promises and provide the best information that will help your clients move towards their goals.

At no time should you ever make promises as to the success of any promotion, nor should you ever suggest events and promotions that would not follow local and national laws or ever put your client's or their customers in danger.

Failure to follow these guidelines can result in termination of your BarShift Promotions Consultant Agreement.