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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 15, 2022

LIVEONE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-38249**	**98-0657263**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

269 South Beverly Drive, Suite 1450
Beverly Hills, CA 90212
(Address of principal executive offices) (Zip Code)

(310) 601-2505
(Registrant's telephone number, including area code)

n/a
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, $0.001 par value per share	**LVO**	**The NASDAQ Capital Market**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

On July 15, 2022 (the "Closing Date"), Courtside Group, Inc. (dba PodcastOne) ("PodcastOne"), a wholly owned subsidiary of LiveOne, Inc. (the "Company"), completed a private placement offering (the "Financing") of PodcastOne's unsecured convertible notes with an original issue discount of 10% (the "OID") in the aggregate principal amount of $8,838,500 (the "Notes") to certain accredited investors and institutional investors (collectively, the "Purchasers"), for gross proceeds of $8,035,000 pursuant to the Subscription Agreements entered into with the Purchasers (the "Subscription Agreements"). In connection with the sale of the Notes, the Purchasers received warrants (the "Warrants") to purchase a number of shares (the "Warrant Shares") of PodcastOne's common stock, par value $0.00001 per share (the "common stock"), as more fully discussed below. The Notes and the Warrants were issued as restricted securities in a private placement transaction exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). As part of the Financing, the Company purchased $3 million worth of Notes. PodcastOne intends to use the net proceeds of the Financing for working capital and general corporate purposes.

In connection with the Financing, the Company announced that it intends to spin-out PodcastOne as a separate public company before the end of its current fiscal year and plans to dividend a portion of PodcastOne's common equity to the Company's stockholders as of a future to be determined record date, in each case subject to obtaining applicable approvals and consents, complying with applicable rules and regulations and satisfying applicable public market trading and listing requirements. Among other things, the Company agreed not to effect any Qualified Financing or Qualified Event (each as defined below), as applicable, unless PodcastOne's post-money valuation at the time of the Qualified Event is at least $150 million.

The Notes mature one year from the Closing Date, subject to a one-time three-month extension at PodcastOne's election (the "Maturity Date"). The Notes bear interest at a rate of 10% per annum payable on maturity. The Notes shall automatically convert into the securities of PodcastOne sold in a Qualified Financing or Qualified Event, as applicable, upon the closing of a Qualified Financing or Qualified Event, as applicable, at a price per share equal to the lesser of (i) the price equal to $60,000,000 divided by the aggregate number of shares of common stock outstanding immediately prior to the closing of a Qualified Financing or Qualified Event, as applicable (assuming full conversion or exercise of all convertible and exercisable securities then outstanding, subject to certain exceptions), and (ii) 70% of the offering price of the shares (or whole units, as applicable) in the Qualified Financing or 70% of the initial listing price of the shares on a national securities exchange in the Qualified Event, as applicable (the "Conversion Price"). A "Qualified Financing" means an initial public offering of PodcastOne's securities from which PodcastOne's trading market at the closing of such offering is a national securities exchange. If the initial public offering relating to the Qualified Financing is of units consisting of shares of common stock and warrants, the Notes shall convert into such units. A "Qualified Event" means the direct listing of PodcastOne's securities on a national securities exchange. If a Qualified Financing or Qualified Event, as applicable, has not occurred on or before prior to the Maturity Date, the Notes shall be convertible, in whole or in part, into shares of common stock of PodcastOne at the option of the holder of the respective Notes at a price per share equal to $60,000,000 divided by the aggregate number of outstanding shares of common stock as of the Maturity Date (assuming full conversion or exercise of all convertible and exercisable securities then outstanding, subject to certain exceptions) (the "Voluntary Conversion Date"). Each holder of the Notes (other than the Company) may at such holder's option require PodcastOne to redeem up to 45% of the principal amount of such holder's Notes (together with accrued interest thereon, but excluding the OID), in aggregate up to $3,000,000 for all of the Purchasers' Notes (other than those held by the Company), immediately prior to the completion of the Qualified Financing or Qualified Event, as applicable, with such redemption to be made pro rata to the redeeming holders of the Notes (the "Optional Redemption").

Each Note contains a number of customary events of default, which include (i) the failure of PodcastOne to pay amounts due under the Notes on the Maturity Date or upon a sale of PodcastOne, (ii) material breach of any representation or warranty, or (iii) until the date of the consummation of the Qualified Financing or Qualified Event, as applicable (excluding any overallotment option exercise), if PodcastOne defaults on any of its obligations under any other promissory note, indenture or any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced any indebtedness for borrowed money or money due under any arrangement of PodcastOne in an amount exceeding $500,000, which is not cured as provided in the Notes. In the event PodcastOne fails to pay any amount when due under the Notes, the interest rate will increase to the lesser of 16% and shall continue at such rate so long as such uncured event of default continues. PodcastOne's obligations under the Notes may be accelerated upon the occurrence of events of default.

In connection with the issuance of the Notes, each Purchaser received five-and-one-half-year warrants to purchase such number of Warrant Shares equal to the 100% of the principal amount of such Purchaser's Note divided by the quotient of (i) $60,000,000 (the "Valuation Cap") divided by (ii) the Fully Diluted Capitalization (as defined in the Notes) immediately prior to the Qualified Financing or the Qualified Event, as applicable, at a per share exercise price (the "Exercise Price") equal to (A) if a Qualified Financing or the Qualified Event, as applicable has occurred on or before the Maturity Date, the lower of (x) the quotient of (I) the Valuation Cap divided by (II) the Fully Diluted Capitalization immediately prior to the Qualified Financing or the Qualified Event, as applicable, and (y) the purchase price per share or other whole unit in the Qualified Financing or the Qualified Event, as applicable, or (B) if a Qualified Financing or the Qualified Event, as applicable, has not occurred on or before the Maturity Date, the Voluntary Conversion Price. Subject to certain exceptions, if at any time after the Closing Date and until the earlier of (i) ten days following the Maturity Date or (ii) the date upon which a Qualified Financing or Qualified Event, as applicable, if any, is consummated, PodcastOne issues or sells, or in accordance with the terms of the Warrants is deemed to have issued or sold, any common stock without consideration or for consideration per share less than the Exercise Price in effect immediately prior to such issuance or sale (or deemed issuance or sale), then the Exercise Price in effect immediately prior to such issuance or sale (or deemed issuance or sale) shall be reduced (and in no event increased) to an Exercise Price equal to the lowest price per share at which any such share of common stock has been issued or sold (or is deemed to have been issued or sold). Upon a Purchaser's redemption of any Notes as provided above, then a portion of such Purchaser's Warrants shall be forfeited and cancelled in accordance with the following formula: for each $1,000 of the principal amount of the Notes redeemed, Warrants to purchase 100% of the Warrant Shares issued per $1,000 of the principal amount of the Notes shall be immediately forfeited and cancelled.

Until the Notes are paid or converted in full, PodcastOne agreed to maintain $3,000,000 of Free Cash (as defined in the Notes), less the amount of the Notes that have been repaid by PodcastOne from time to time; provided that the foregoing shall not apply if the Majority Noteholders (as defined in the Notes, other than the Company) determine by written consent that it is in the best interests of PodcastOne to maintain less than the required amount of Free Cash. PodcastOne also agreed (i) not to effect any Qualified Financing or Qualified Event, as applicable, unless immediately following such event the Company owns no less than 66% of PodcastOne's equity, unless in either case otherwise permitted by the written consent of the Majority Noteholders (excluding the Company) and senior lenders, as applicable, (ii) that until the Qualified Financing or Qualified Event, as applicable, is consummated, the Company shall guarantee the repayment of the Notes when due (other than the Notes issued to the Company) and any interest or other fees due thereunder, and (iii) that if it has not consummated the Qualified Financing or Qualified Event, as applicable, by the seven-, eight- or nine-month anniversary of the Closing Date, unless in either case permitted by the written consent of the Majority Noteholders (other than the Company), PodcastOne shall be required to redeem $1,000,000 of the total principal amount of the then outstanding Notes (other than the Notes issued to the Company) by the tenth calendar day of each month immediately following such respective anniversary date, up to an aggregate redemption of $3,000,000 over the course of such three months, each of which shall be distributed to the holders of such Notes (other than the Company) on a prorated basis (the "Early Redemption").

PodcastOne also agreed to register the shares of its common stock issuable upon conversion of the Notes and exercise of the Warrants in a registration statement to be filed in connection with the Qualified Financing or Qualified Event, as applicable, if any (the "Registration Statement"). If PodcastOne does not file the Registration Statement on or prior to the date that is nine months after the Closing Date, PodcastOne shall prepay $1,000,000 of the principal amount of the Notes pro rata to the Notes holders (other than the Company), and if PodcastOne does not file the Registration Statement on or prior to the date that is 12 months after the Closing Date, PodcastOne shall prepay $2,000,000 of the principal amount of the Notes pro rata to the Note holders (other than the Company) (the "Reg St Redemption"). PodcastOne's shall not be required to redeem or repay more than a total of $3,000,000 of the principal amount of the Notes as a result of the Optional Redemption, the Early Redemption and/or the Reg St Redemption.

Furthermore, in connection with the closing of the Financing, the Purchasers and PodcastOne's directors and officers entered into lock-up agreements with PodcastOne pursuant which they agreed, subject to certain exceptions, not to sell any shares of PodcastOne's common stock beneficially owned by them or securities convertible, exchangeable or exercisable into, shares of common stock of PodcastOne beneficially owned, until the earliest to occur, if any, of (i) the termination of the underwriting agreement with respect to the Qualified Financing before the sale of any securities to the underwriters of the Qualified Financing, (ii) the termination of the Qualified Financing or Qualified Event, as applicable and (iii) with respect to the Purchasers, three months from the date of the consummation of the Qualified Financing or Qualified Event, as applicable, and with respect to PodcastOne's officers and directors, six months from the date of the consummation of the Qualified Financing or Qualified Event, as applicable.

The representations, warranties and covenants contained in the Subscription Agreements, Warrants and Notes were made solely for the benefit of the Purchasers or the holders of such securities. In addition, such representations, warranties and covenants (i) are intended as a way of allocating the risk between the parties to the Subscription Agreements and not as statements of fact, and (ii) may apply standards of materiality in a way that is different from what may be viewed as material by stockholders of, or other investors in, PodcastOne. Accordingly, the forms of the Subscription Agreements, Warrants and Notes filed with this this Current Report on Form 8-K (this "Current Report") are only to provide investors with information regarding the terms of transaction, and not to provide investors with any other factual information regarding PodcastOne. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Subscription Agreements, which subsequent information may or may not be fully reflected in public disclosures.

Joseph Gunnar & Co., LLC ("JG") acted as the sole placement agent for the Financing pursuant to a Placement Agency Agreement, dated as of the Closing Date (the "Placement Agency Agreement"), entered into with PodcastOne. Pursuant to the Placement Agency Agreement, PodcastOne (i) paid JG a cash fee equal to 10% of the gross proceeds of the Financing (other than any Notes sold to the Company), $50,000 in cash as a corporate finance advisory fee in connection with the anticipated advisory services to be provided by JG to PodcastOne in connection with its anticipated spin-out as a separate public company and $75,000 for fees and expenses of JG's and certain Purchasers' respective legal counsel for the Financing, and (ii) agreed to issue to JG Warrants covering a number of shares of common stock equal to 10% of the total number of shares of common stock underlying the Notes issued to the Purchasers (the "Placement Warrants"). The Placement Warrants will be non-exercisable for two months after the Closing Date and shall be exercisable and expire five years after the Closing Date. The Placement Warrants will be exercisable at a price per share equal to the exercise price of the Warrants. The Placement Agent will be entitled to customary demand and "piggyback" rights pursuant to FINRA Rule 5110. The Placement Agency Agreement also contains representations, warranties, indemnification and other provisions customary for transactions of this nature.

The foregoing descriptions of the forms of the Subscription Agreements, Notes and Warrants and the Placement Agency Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, copies of which are attached hereto as Exhibits 10.1, 4.1, 4.2 and 10.2, respectively, and are incorporated herein by reference.

Forward-Looking Statements

All statements other than statements of historical facts contained in this Current Report are "forward-looking statements," which may often, but not always, be identified by the use of such words as "may," "might," "will," "will likely result," "would," "should," "estimate," "plan," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "continue," "target" or the negative of such terms or other similar expressions. These statements involve known and unknown risks, uncertainties and other factors, which may cause actual results, performance or achievements to differ materially from those expressed or implied by such statements, including: the Company's reliance on one key customer for a substantial percentage of its revenue; the Company's ability to consummate any proposed financing, acquisition, spin-out, distribution or transaction, including the proposed spin-out of PodcastOne or its pay-per-view business, the timing of the closing of such proposed event, including the risks that a condition to closing would not be satisfied within the expected timeframe or at all, or that the closing of any proposed financing, acquisition, spin-out, distribution or transaction will not occur or whether any such event will enhance shareholder value; PodcastOne's ability to list on a national exchange; the Company's ability to continue as a going concern; the Company's ability to attract, maintain and increase the number of its users and paid members; the Company identifying, acquiring, securing and developing content; the Company's intent to repurchase shares of its common stock from time to time under its announced stock repurchase program and the timing, price, and quantity of repurchases, if any, under the program; the Company's ability to maintain compliance with certain financial and other covenants; the Company successfully implementing its growth strategy, including relating to its technology platforms and applications; management's relationships with industry stakeholders; the effects of the global Covid-19 pandemic; changes in economic conditions; competition; risks and uncertainties applicable to the businesses of the Company's subsidiaries; and other risks, uncertainties and factors including, but not limited to, those described in the Company's Annual Report on Form 10-K for the fiscal year ended March 31, 2022, filed with the U.S. Securities and Exchange Commission (the "SEC") on June 29, 2022, and in the Company's other filings and submissions with the SEC. These forward-looking statements speak only as of the date hereof, and the Company disclaims any obligations to update these statements, except as may be required by law. The Company intends that all forward-looking statements be subject to the safe-harbor provisions of the Private Securities Litigation Reform Act of 1995.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
4.1*	Form of 10% Original Issued Discount Convertible Promissory Note, dated July 15, 2022, issued by PodcastOne to the Purchasers.
4.2*	Form of Warrants, dated July 15, 2022, issued by PodcastOne to the Purchasers.
10.1*	Form of Subscription Agreement, dated as of July 15, 2022, between PodcastOne and the Purchasers.
10.2*	Placement Agency Agreement, dated July 15, 2022, between PodcastOne and Joseph Gunnar & Co., LLC.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LIVEONE, INC.

Dated: July 20, 2022

By: /s/ *Robert S. Ellin*
Name: Robert S. Ellin
Title: Chief Executive Officer and
Chairman of the Board of Directors

Exhibit 4.1

NEITHER THE ISSUANCE AND 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 AND WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY), THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT, OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT PURSUANT TO AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT THE REQUIREMENTS OF RULE 144 OR RULE 144A HAVE BEEN SATISFIED.

COURTSIDE GROUP, INC.
(DBA PODCASTONE)

10% ORIGINAL ISSUE DISCOUNT CONVERTIBLE PROMISSORY NOTE

Date of Issuance: July 15, 2022 **$_____**

FOR VALUE RECEIVED, Courtside Group, Inc. (dba PodcastOne), a company incorporated under the laws of Delaware (the "**Company**"), hereby promises to pay to the order of [HOLDER NAME] (the "**Holder**"), the principal sum of $_____ (the "**Principal Amount**"), together with interest thereon from the date of issuance of this convertible promissory note (this "**Note**"). Interest will accrue at a simple rate of ten percent (10%) per annum; provided, that upon an uncured Event of Default (as defined below) interest will accrue at a simple rate of sixteen percent (16%) per annum and shall continue at such rate so long as such uncured Event of Default continues. Unless earlier converted into Financing Conversion Shares (as defined below), the principal and accrued interest of this 10% original issue discount convertible promissory note (this "**Note**") will be due and payable as set forth in Section 1, below, but in no event later than July 15, 2023 (the "**Initial Maturity Date**"); provided, however, that upon five (5) calendar days' prior written notice to the Holder, the Company may extend the Initial Maturity Date to October 15, 2023 (as such Initial Maturity Date maybe extended, the "**Maturity Date**"); provided that upon any such extension, the Principal Amount of this note shall increase to the product obtained by multiplying the initial Principal Amount by 104.5455%. Additionally, the Company shall give the Holder five (5) days prior written notice of the Sale of the Company, as defined below, and upon the Sale of the Company, 150% of the principal and accrued interest of this Note shall accelerate and become due and payable. Payment of the principal and accrued interest of this Note upon the Sale of the Company shall be made in cash, or, if the acquiror is a public company with market value of at least $500 million (which market value shall be reasonable determined by the Company), in the same form of pro rata consideration as the other stockholders of the Company receive.

This Note is one of a series of 10% Original Issue Discount Convertible Promissory Notes made by the Company in favor of the Holder and other holders, from time to time (collectively, the "**Notes**") and issued pursuant to the Company's private offering described in the Subscription Booklet of the Company dated July 2022 (as amended, modified or supplemented from time to time and including the annexes thereto, the "**Subscription Booklet**") and the related Subscription Agreements (each a "**Subscription Agreement**" and collectively, the "**Subscription Agreements**"). Each of the Notes shall rank equally without preference or priority of any kind over one another, and all payments on account of obligations with respect to any of the Notes shall be applied ratably and proportionately on the outstanding Notes on the basis of the Principal Amount of the outstanding indebtedness represented thereby.

1. Payment. All payments will be made in lawful money of the United States of America at the principal office of the Company, or at such other place as the Holder may from time to time designate in writing to the Company. Payment will be credited first to accrued interest due and payable, with any remainder applied to principal. The Company may prepay all or any part of the principal balance of this Note prior to the initial Maturity Date by paying to the Holder 120% of the outstanding principal amount of this Note, plus 120% of accrued and unpaid interest hereon. The Company may prepay all or any part of the principal balance of this Note after the initial Maturity Date by paying to the Holder 130% of the outstanding principal amount of this Note, plus 130% of accrued and unpaid interest hereon.

2. Conversion. This Note will be convertible pursuant to the following terms.

    a. Definitions.

        i. "**Conversion Shares**" means, collectively, the Financing Conversion Shares and the Voluntary Conversion Shares.

        ii. "**Conversion Price**" means the lower of (i) the quotient of (x) the Valuation Cap divided by (y) the Fully Diluted Capitalization immediately prior to the Qualified Financing or Qualified Event, as applicable, if any, and (ii) 70% of the purchase price per share or other whole units, as applicable, in the Qualified Financing or 70% of the initial listing price of the shares on a national securities exchange in the Qualified Event, as applicable.

        iii. "**Enforcement Action**" means (a) to sue for payment of the Notes, or initiate or participate with others in any suit, action or proceeding against the Company to enforce payment of, or to collect, the whole or any part of the Notes, or (b) to accelerate the indebtedness represented by the Notes, or (c) to take any action under the provisions of any federal or state law, including without limitation, the Uniform Commercial Code, or under any contract or agreement, to enforce, collect, foreclose upon, take possession of, or sell any property of the Company, or (d) to receive a transfer of any of the property or assets of the Company in satisfaction, in whole or in part, of amounts owing under the Notes, or (e) the commencement of, or joinder in the filing of a petition for the commencement of any insolvency proceeding against the Company.

iv. "**Equity Securities**" means (i) Shares; (ii) any securities conferring the right to purchase Shares; or (iii) any securities directly or indirectly convertible into, or exchangeable for (with or without additional consideration) Shares.

v. "**Event of Default**" shall mean the occurrence of any of the following:

1. *Failure to Pay*. The Company shall default in the performance of, or violate any material covenants and agreements contained in this Note or the Subscription Agreement, including without limitation, the failure to pay amounts due under this Note on the Maturity Date or upon a Sale of the Company, and the Company does not cure such breach within fifteen (15) days after written notice thereof has been given by or on behalf of the Holder to the Company; or

2. *Voluntary Bankruptcy or Insolvency Proceedings*. The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, (ii) admit in writing its inability to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

3. *Involuntary Bankruptcy or Insolvency Proceedings*. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company, or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement; or

4. *Breach of Material Obligation*. The Company materially breaches any material obligation to any Holder under this Note or the Subscription Agreement and does not cure such breach within twenty (20) days after written notice thereof has been given by or on behalf of such Holder to the Company;

5. *Breach of Section 3(s).* At any time subsequent to five days prior to the Voluntary Conversion Date, the Company is unable to satisfy its obligations to reserve sufficient Shares pursuant to Section 3(s), and the Company does not cure such breach within five (5) days after the Voluntary Conversion Date.

6. *Breach of Representation or Warranty*. Any material breach of a representation or warranty of the Company set forth in Section 4 of the Subscription Agreement in any material respect, and the Company does not cure such breach within twenty (20) days after written notice thereof has been given by or on behalf of the Holder to the Company.

7. *Cross Default*. Until the date of the consummation of the Qualified Financing or the Qualified Event, as applicable (excluding any overallotment option exercise), the Company shall default in any of its obligations under any other promissory note, indenture or any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced any indebtedness for borrowed money or money due under any arrangement of the Company in an amount exceeding $500,000, whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and the Company does not cure such breach within thirty (30) days after written notice thereof has been given by or on behalf of the Holder to the Company.

8. *Additional Indebtedness*. Other than Permitted Indebtedness, until the date of the consummation of the Qualified Financing or the Qualified Event, as applicable (excluding any overallotment option exercise), without the prior written consent of the Majority Noteholders, the Company incurs any indebtedness that is secured or is senior or *pari passu* in right of payment to this Note (including, the other Notes).

Upon the occurrence of any uncured Event of Default (other than an Event of Default described in the foregoing sub sections (v)(2) or (v)(3) above) and at any time thereafter during the continuance of such uncured Event of Default, the Noteholder Agent may, with the written consent of a Majority Noteholders other than LiveOne, Inc., the Company's parent ("**LiveOne**"), by written notice to the Company, declare all outstanding indebtedness represented by the Notes to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Subscription Agreement to the contrary notwithstanding, at the Mandatory Default Amount, together with all reasonable out-of-pocket expenses of collection hereof, including, but not limited to, reasonable attorneys' fees and legal expenses. Upon the occurrence of any Event of Default described in the foregoing sub sections (v)(2) or (v)(3), immediately (subject to the terms described therein) and without notice, all outstanding indebtedness represented by the Notes shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Subscription Agreement to the contrary notwithstanding, at the Mandatory Default Amount, together with all reasonable out-of-pocket expenses of collection hereof, including, but not limited to, reasonable attorneys' fees and legal expenses. In addition to the foregoing remedies, upon the occurrence and during the continuance of any uncured Event of Default, the Noteholder Agent may, with the written consent of a Majority Noteholders other than LiveOne, exercise any other right, power or remedy granted to it by the Notes or the Subscription Agreement or otherwise permitted to it by law, either by suit in equity or by action at law, or both, including without limitation, taking all appropriate step to commence an Enforcement Action.

vi. "**Financing Conversion Shares**" (for purposes of determining the type of Equity Securities issuable upon conversion of this Note) means shares or units of the Equity Securities issued as a result of the Qualified Financing or Qualified Event, as applicable, if any.

vii. "**Fully Diluted Capitalization**" means the number of outstanding shares of Common Stock, assuming conversion of all outstanding securities convertible into shares of Common Stock and exercise of all outstanding options and warrants to purchase shares of Common Stock or other outstanding securities convertible into shares of Common Stock, but excluding, for this purpose, (i) the conversion of any Notes (whether or not such Notes have actually been converted), (ii) the exercise of any Warrants (whether or not such Warrants have actually been exercised), (iii) the exercise of any warrants issued to the Placement Agent (as defined in the Subscription Agreement) or any other placement agent or underwriter in connection with securities offered pursuant to the Subscription Booklet or in the Qualified Financing or the Qualified Event, as applicable), and (iv) any securities issued in connection with the Qualified Financing or the Qualified Event, as applicable (including, without limitation, pursuant to any equity incentive plans); provided that in the case of a Qualified Financing or the Qualified Event, as applicable, "Fully Diluted Capitalization" also shall exclude the shares of Common Stock that are reserved for issuance under the Company's existing or future equity incentive plan(s), compensation plans or any equity incentive plan(s) to be adopted in connection with the offering of the Notes or the Qualified Financing or the Qualified Event, as applicable, as the case may be.

viii. "**Majority Noteholders**" shall mean Noteholders who in the aggregate hold Notes representing more than fifty percent (50%) of the aggregate Principal Amount of the then issued and outstanding Notes which were originally issued under the Subscription Agreements. The Majority Noteholders shall have such right and authority to act from time to time upon the terms set forth in this Note to act on behalf of the Noteholders and such action shall be binding on all of the Noteholders and holders of Warrants.

ix. "**Mandatory Default Amount**" means 130% of the outstanding principal amount of this Note, plus 130% of accrued and unpaid interest hereon.

x. "**Noteholder Agent**" shall mean the person (including an entity) appointed by written action of the Majority Noteholders to serve as agent for the Noteholders in regard to the Notes, including, but not limited to an Enforcement Action. The Noteholder Agent may but is not required to be a Noteholder. The Noteholder Agent may engage legal counsel and other professional advisors to assist in carrying out its duties. The Noteholder Agent shall be entitled to compensation as agreed to between the Noteholder Agent and the Majority Noteholders and paid by the Noteholders or the Majority Noteholders, as applicable.

xi. "**Permitted Indebtedness**" means (a) all current and future indebtedness of LiveOne and/or the Company owed to East West Bank and Harvest Funds (the "Senior Secured Lenders") pursuant to the applicable agreements between the Company and/or LiveOne and the Senior Secured Lenders in effect as of the date hereof, which may be increased from time to time without exceeding 50% of the amounts currently borrowed from the Senior Secured Lenders, (b) future indebtedness of LiveOne and/or the Company owed to secured lenders (as borrowers and/or guarantors) to replace and/or refinance current secured debt with the Senior Secured Lenders, which shall in no event exceed 100% of the amounts currently borrowed from the Senior Secured Lenders, and (c) indebtedness of LiveOne and/or the Company (as borrowers and/or guarantors) owed to banks, commercial finance lenders or other similar institutions regularly engaged in the business of lending money (whether or not such indebtedness is secured); provided that, in each case, such Permitted Indebtedness shall in no event exceed the amount that is equal to $50 million *less* the then-current indebtedness of LiveOne and/or the Company owed to the Senior Secured Lenders pursuant to the foregoing clauses (a) or (b).

xii. "**Qualified Event**" means the direct listing of the Company's securities on a national securities exchange.

xiii. "**Qualified Financing**" means the closing of an underwritten public offering of Shares which results in the Shares being traded on a national securities exchange.

xiv. **Sale of the Company**" means the sale of capital stock of the Company, merger or consolidation of the Company with or into another entity or any other form of business combination in which control of the Company is transferred or a sale of all or substantially all of the assets of the Company and/or its subsidiaries (determined based on value) to any other person, in each case other than as result of the Qualified Financing or the Qualified Event, as applicable. For purposes of this definition, "control" shall be deemed to have been transferred in a transaction or series of related transactions in which any person, or group of related persons (other than internal reorganization of LiveOne, Inc.'s ("**LiveOne**") ownership of the Company or of or by LiveXLive PodcastOne, Inc. or as a result of the offer and sale of the Notes and Warrants pursuant to the Subscription Booklet and related Subscription Agreements and/or the Qualified Financing or the Qualified Event, as applicable) or as a result of spin-out of the Company by LiveOne to LiveOne's stockholders as a standalone public company, shall have acquired ownership of more than 50% of the voting power or equity interest in the surviving or acquiring corporation or other entity (assuming all rights, options, warrants or convertible or exchangeable securities entitling the holders thereof to subscribe for or purchase or otherwise acquire shares of voting and equity securities have been fully exercised or converted) .

xv. "**Securities Act**" means the Securities Act of 1933, as amended.

xvi. "**Shares**" means the Company's shares of common stock, par value $0.00001 per share.

xvii."**Trading Day**" means a day on which the principal Trading Market is open for trading.

xviii."**Trading Market**" means any of the following markets or exchanges on which the Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTCQB or the OTCQX (or any successors to any of the foregoing).

xix. "**Valuation Cap**" means $60,000,000.

xx. "**Voluntary Conversion Price**" means the quotient of (i) the Valuation Cap divided by (ii) the number of outstanding shares of Common Stock immediately prior to the Qualified Financing or Qualified Event, as applicable, if any, assuming conversion of all outstanding securities convertible into shares of Common Stock and exercise of all outstanding options and warrants to purchase shares of Common Stock or other securities convertible into shares of Common Stock, but excluding, for this purpose, (i) the conversion of any Notes (whether or not such Notes have actually been converted), (ii) the exercise of any Warrants (whether or not such Notes have actually been converted), (iii) the exercise of any warrants issued to the Placement Agent (as defined in the Subscription Agreement) or any other placement agent or underwriter in connection with securities offered pursuant to the Subscription Booklet or in the Qualified Financing or the Qualified Event, as applicable), (iv) any securities issued in connection with the Qualified Financing or the Qualified Event, as applicable, and (v) any securities issued pursuant to the Company's existing or future equity incentive plans or any equity incentive plan to be adopted in connection with the offering of the Notes or the Qualified Financing or the Qualified Event, as applicable, as the case may be.

xxi. "**Voluntary Conversion Shares**" means the Shares issuable upon a Voluntary Conversion.

b. Mandatory Conversion. The full principal balance and all unpaid accrued interest on this Note will automatically convert into Financing Conversion Shares upon the closing of a Qualified Financing or Qualified Event, if any. The number of Conversion Shares the Company issues upon such conversion will equal the quotient (rounded down to the nearest whole share) obtained by dividing (x) the outstanding principal balance and unpaid accrued interest under this Note on a date that is no more than five (5) days prior to the closing of the Qualified Financing or Qualified Event, as applicable, if any, by (y) the Conversion Price. The issuance of Financing Conversion Shares pursuant to the conversion of this Note will be on, and subject to, the same terms and conditions applicable to the Equity Securities issued in the Qualified Financing or Qualified Event, as applicable, if any.

c. Voluntary Conversion. If a Qualified Financing or Qualified Event, as applicable, has not occurred on or before prior to the Maturity Date (as such date maybe extended pursuant to this Note) (the "**Voluntary Conversion Date**"), this Note shall be convertible, in whole or in part, into Shares at the option of the Holder, at any time and from time to time after the Voluntary Conversion Date (each, a "**Voluntary Conversion**"). Ten (10) business days prior to the Voluntary Conversion Date, the Company shall notify the Holder (email shall suffice) whether it has satisfied its obligations under Section 3(s) hereof. The Holder shall effect conversions by delivering to the Company a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "**Notice of Conversion**"), specifying therein the principal amount and any accrued interest of this Note to be converted and the date on which such conversion shall be effected, which shall not be earlier than the day immediately after the Maturity Date (such date, the "**Conversion Date**"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered hereunder, which shall not be earlier than the day immediately after the Maturity Date. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required, unless required by the Company's transfer agent. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Company unless the entire principal amount of this Note, plus all accrued and unpaid interest thereon, has been so converted in which case the Holder shall surrender this Note as promptly as is reasonably practicable after such conversion without delaying the Company's obligation to deliver the Shares on the Share Delivery Date. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note in an amount equal to the applicable conversion. The number of Shares the Company issues upon such conversion will equal the quotient (rounded down to the nearest whole share) obtained by dividing (x) the amount of principal and unpaid accrued interest, if any, under this Note being converted by (y) the Voluntary Conversion Price. As used in this Section 2.3, "Share Delivery Date" means five (5) trading days after each Conversion Date.

d. Redemption Option.

i. Notwithstanding the foregoing, the Holder may at its option require the Company to redeem up to 45% of the principal amount of this Note (together with accrued interest thereon, but excluding for these purposes the 10% Original Issuance Discount) (the "Qualified Financing Redemption Option") by delivering written notice thereof ("Qualified Financing Redemption Notice") to the Company within 5 days of the Holder's receipt of the Qualified Financing Notice, which Qualified Financing Redemption Notice shall indicate the amount the Holder is electing to redeem. The Company shall pay the Holder any amount required pursuant to the Holder's exercise of the Qualified Redemption Option under this Section 2(d) no later than five days following the closing of the Qualified Financing or the Qualified Event, as applicable. In the event the Company fails to deliver a Qualified Financing Notice to the Holder not less than 5 days prior to the consummation of a Qualified Financing or the Qualified Event, as applicable, the Holder shall have the ability to deliver a Qualified Financing Redemption Notice to the Company prior to or promptly after the closing of the Qualified Financing or the Qualified Event, as applicable, and the Company shall be required to pay the Holder the indicated redemption amount within 5 business days of its receipt of the Qualified Financing Redemption Notice. "Qualified Financing Notice" shall mean a written notice of the Company (email shall suffice) provided to the Holder at least five (5) days prior to the anticipated closing of the Qualified Financing or Qualified Event, as applicable.

ii. Notwithstanding the foregoing, the Holder shall be entitled to its prorated portion of any redemption made by the Company pursuant to Section 4(bbb) of the Subscription Agreements, which, for the avoidance of doubt, does not apply to any Note issued to LiveOne. For the avoidance of doubt, the Company's and/or LiveOne's obligations pursuant to this Section 2(d) shall not be in addition to the obligations described in Section 4(bbb) of the Subscription Agreement, such that the maximum aggregate redemption and/or prepayment amount required to be paid by the Company and/or LiveOne pursuant to this Section 2(d) and Section 4(bbb) of the Subscription Agreement shall be $3,000,000.

e. Mechanics of Conversion.

i. Financing Agreements. The Holder acknowledges that the conversion of this Note into Financing Conversion Shares may require the Holder's execution of certain agreements relating to the purchase and sale of the Financing Conversion Shares relating to such securities (collectively, the "**Financing Agreements**"). The Holder agrees to execute all of the Financing Agreements in connection with a Qualified Financing or the Qualified Event, as applicable, and to be subject to all of the terms and conditions set forth therein.

ii. Certificates. As promptly as practicable after the conversion of this Note and the issuance of the Conversion Shares, the Company (at its expense) will issue and deliver a certificate or certificates evidencing the Conversion Shares (if certificated) to the Holder, or if the Conversion Shares are not certificated, will deliver a true and correct copy of the Company's statement of position reflecting the Conversion Shares held by the Holder.

3. Miscellaneous.

a. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Note will inure to the benefit of, and be binding upon, the respective successors and assigns of the parties; provided, however, that the Company may not assign its obligations under this Note. This Note is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Note.

b. Choice of Law. This Note, and all matters arising out of or relating to this Note, whether sounding in contract, tort, or statute will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

c. Counterparts. This Note may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

d. Titles and Subtitles. The titles and subtitles used in this Note are included for convenience only and are not to be considered in construing or interpreting this Note.

e. Notices. All notices and other communications given or made pursuant hereto will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by email or confirmed facsimile; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the respective parties at the addresses shown on the signature pages hereto (or to such email address, facsimile number or other address as subsequently modified by written notice given in accordance with this Section 3.5).

f. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Note, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

g. Entire Agreement; Amendments and Waivers. This Note, together with the Subscription Agreement, the Warrant and the NDA (if applicable), constitutes the full and entire understanding and agreement between the parties with regard to the subject hereof. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion. Any waiver by the Company or the Holder must be in writing. This Note may be modified or amended or the provisions hereof waived with the written consent of the Company and the Majority Noteholders (other than LiveOne or any of its affiliates).

h. Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provisions will be excluded from this Note and the balance of the Note will be interpreted as if such provisions were so excluded and this Note will be enforceable in accordance with its terms.

i. Transfer Restrictions.

i. "Market Stand-Off" Agreement. The Holder hereby agrees that it is subject to that certain Lock-Up Agreement dated as of the Date of Issuance.

In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Holder's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of such period. The Holder agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Holder's registrable securities of the Company (and the Company shares or securities of every other person subject to the restriction contained in this Section 3.i(i)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

ii. Further Limitations on Disposition. The Holder agrees not to make any disposition of all or any Shares issued hereunder unless and until the transferee has agreed in writing for the benefit of the Company to the undertaking set out in Section 3.9(i) and:

iii. there is then in effect a registration statement under the Securities Act covering such proposed disposition, and such disposition is made in connection with such registration statement; or

iv. the Holder has (A) notified the Company of the proposed disposition; (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition; and (C) if requested by the Company, furnished the Company with an opinion of counsel, which opinion and counsel are reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act.

v. The Holder agrees not to make any disposition of any Shares to the Company's competitors, as determined in good faith by the Company.

j. Legends. This Note and all Conversion Shares issued upon conversion of this Note (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form:

"THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SECURITIES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION TO SUCH EFFECT HAS BEEN RENDERED BY COUNSEL, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY."

k. Acknowledgment. For the avoidance of doubt, it is acknowledged that the Note, any shares of the Company's capital stock or other securities to be issued in connection with this Note or as a result of its conversion and any applicable conversion price shall be subject to all adjustments in the number of shares of the Company's capital stock as a result of any splits, recapitalizations, combinations or other similar transactions affecting the Company's capital stock underlying the Conversion Shares that occur prior to the conversion of this Note.

l. Further Assurances. From time to time, the parties will execute and deliver such additional documents and will provide such additional information as may reasonably be required to carry out the terms of this Note and any agreements executed in connection herewith.

m. Limitation on Interest. In no event will any interest charged, collected or reserved under this Note exceed the maximum rate then permitted by applicable law, and if any payment made by the Company under this Note exceeds such maximum rate, then such excess sum will be credited by the Holder as a payment of principal.

n. Officers and Directors not Liable. In no event will any officer or director of the Company, LiveOne or their respective affiliates be liable for any amounts due and payable pursuant to this Note.

o. Approval. The Company hereby represents that its board of directors, in the exercise of its fiduciary duty, has approved the Company's execution of this Note based upon a reasonable belief that the principal provided hereunder is appropriate for the Company after reasonable inquiry concerning the Company's financing objectives and financial situation. In addition, the Company hereby represents that it intends to use the principal of this Note primarily for the operations of its business, and not for any personal, family or household purpose.

p. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

q. Attorneys' Fees. If the indebtedness represented by this Note or any part thereof is collected in bankruptcy, receivership or other judicial proceedings or if this Note is placed in the hands of attorneys for collection after default, the Company agrees to pay, in addition to the principal and interest payable hereunder, all reasonable attorneys' fees and out-of-pocket costs incurred by the Holder prior to and until collection by the Holder.

r. Waivers. The Company hereby waives presentment, demand for performance, notice of non-performance, protest, notice of protest and notice of dishonor. No delay on the part of the Holder or the Noteholder Agent in exercising any right hereunder shall operate as a waiver of such right or any other right.

s. Reservation of Stock.

i. As soon as reasonably practicable after the date hereof, the Company covenants that it will increase its authorized but unissued Shares to such number of Shares equal to (a) 300% of such aggregate number of shares of the Common Stock as shall be issuable upon the conversion of the then outstanding principal amount of this Note and payment of interest hereunder plus (b) 100% of the number of shares of Common Stock issuable upon exercise of the Warrants that are being offered and sold pursuant to the Subscription Booklet and related Subscription Agreements ("**Required Minimum Shares**"), and maintain a reserve of such Required Minimum Shares. The Company shall take all actions necessary to effect the foregoing, including, without limitation, obtaining the requisite stockholder approval of any necessary amendment to the Company's then-current Certificate of Incorporation.

ii. The Company shall, if applicable: (i) in the time and manner required by the principal Trading Market, prepare and file with such Trading Market an additional shares listing application covering a number of shares of Common Stock, equal to or greater than the Required Minimum Shares, (ii) take all steps necessary to cause such shares of Common Stock to be approved for listing or quotation on such Trading Market as soon as possible thereafter, (iii) provide to the Holder evidence of such listing or quotation and (iv) maintain the listing or quotation of a number of shares of such Common Stock on such Trading Market or another Trading Market on any date equal to or greater than the Required Minimum Shares until the earlier of (i) the completion of a Fundamental Transaction (as defined in the Warrant) and (ii) the expiration of the Exercise Period (as defined in the Warrant). The Company agrees to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

[SIGNATURE PAGES FOLLOW]

COURTSIDE GROUP, INC.

By: _____
Name: Kit Gray
Title: President

Address: 335 North Maple Drive, Suite 127
Beverly Hills, CA 90210
Email Address: kit@podcastone.com and
tenia@liveone.com

[Signature Page to Courtside Group, Inc. Original Issue Discount Convertible Promissory Note]

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert principal under the Original Issue Discount Convertible Promissory Note due _____, 2023, of Courtside Group, Inc., a Delaware corporation (the "Company"), into shares of common stock (the "Common Stock"), of the Company according to the conditions hereof, as of the date written below. If such shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid Shares.

Conversion calculations:

Date to Effect Conversion:

Principal Amount of Note to be Converted:

Payment of Interest in Common Stock __ yes __ no If yes, $_____ of Interest Accrued on Account of Conversion at Issue.

Number of shares of Common Stock to be issued:

Signature:

Name:

Address for Delivery of Common Stock Certificates:

Or

DWAC Instructions:

Broker No: _____
Account No: _____

Exhibit 4.2

COURTSIDE GROUP, INC.
(DBA PODCASTONE)
WARRANT TO PURCHASE SHARES OF COMMON STOCK

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SHARES IS EFFECTIVE UNDER THE SECURITIES ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE SECURITIES ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT SUCH REQUIREMENTS HAVE BEEN SATISFIED AS DETERMINED BY THE CORPORATION.

Original Issue Date: July 15, 2022
Expiration Date: January 15, 2028

FOR VALUE RECEIVED, Courtside Group, Inc. (dba PodcastOne), a company incorporated under the laws of Delaware (the "**Company**"), hereby certifies that [NAME], or its registered assigns (the "**Holder**") is entitled to purchase from the Company a number of duly authorized, validly issued, fully paid and nonassessable Warrant Shares subject to the terms, conditions and adjustments set forth below in this Warrant. Certain capitalized terms used herein are defined in Section 1 hereof.

This Warrant is one of a series of Warrants issued by the Company pursuant to the Company's private offering described in the Subscription Booklet of the Company dated July 2022 (as amended, modified or supplemented from time to time and including the annexes thereto, the "**Subscription Booklet**") and the related Subscription Agreements (each a "**Subscription Agreement**" and collectively, the "**Subscription Agreements**").

1. Definitions. As used in this Warrant, the following terms have the respective meanings set forth below:

"**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"**Aggregate Exercise Price**" means an amount equal to the product of (a) the number of Warrant Shares in respect of which this Warrant is then being exercised pursuant to Section 3 hereof, multiplied by (b) the Exercise Price in effect as of the Exercise Date in accordance with the terms of this Warrant.

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day, except a Saturday, Sunday or legal holiday, on which banking institutions in the city of New York, New York are authorized or obligated by law or executive order to close.

"**Commission**" means the U. S. Securities and Exchange Commission or any other applicable federal agency at the time administering the Securities Act.

"Common Stock" means the common stock of the Company, par value $0.00001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"**Conversion Price of the Note**" shall mean the conversion price of the Notes as defined therein.

"**Convertible Securities**" means any securities (directly or indirectly) convertible into or exchangeable for Common Stock, but excluding Options.

"**Excluded Issuances**" means any issuance or sale (or deemed issuance or sale) by the Company after the Original Issue Date of: (a) Common Stock issued upon the exercise of this Warrant or the other Warrants or the Notes; (b) Common Stock (as such number of shares is equitably adjusted for subsequent share splits, share combinations, share dividends and recapitalizations) issued directly or upon the exercise of Options or upon the settlement of any securities issued to directors, officers, employees, consultants, agents or representatives of the Company in connection with their service as directors of the Company, their employment by the Company, their retention as consultants by the Company or services provided by them to the Company, in each case authorized by the Board and issued pursuant to any approved equity incentive plans or other employee compensation plans of the Company (as such maybe adopted, amended, modified or restated from time to time) (collectively, the "**Equity Plans**") (including all such Common Stock and Options outstanding prior to the Original Issue Date); (c) Common Stock issued to consultants, vendors, partners, suppliers or talent pursuant to any consulting or other agreements (d) Common Stock issued upon the conversion or exercise of Options (other than Options covered by clause (b) above) or upon settlement of any securities issued under the Equity Plans or Convertible Securities issued prior to the Original Issue Date (including all of the Notes issued as part of the same unit as this Warrant) or Common Stock issued in exchange or conversion of Convertible Securities issued prior to the Original Issue Date (including all of the Notes issued as part of the same unit as this Warrant and the other Warrants and Notes), provided, that other than with respect to any Common Stock issued pursuant to the Equity Plans or the Warrants or the Notes, such securities are not amended after the date hereof to increase the number of Common Stock issuable thereunder or to lower the exercise or conversion price thereof; (e) Common Stock, Options or Convertible Securities issued (i) to persons in connection with a joint venture, talent and/or podcast acquisition, strategic alliance or other commercial or collaborative relationship with such person (including persons that are customers, suppliers, vendors and strategic partners of the Company) relating to the operation of the Company's business and not for the primary purpose of raising equity capital, (ii) in connection with a transaction in which the Company, directly or indirectly, acquires another business or its tangible or intangible assets or the acquisition or license by the Company and/or an of its subsidiaries of the securities, businesses, property or other assets of another person, or (iii) to lenders as equity kickers in connection with debt financings of the Company, in each case where such transactions have been approved by the Board; (f) Common Stock in an offering for cash for the account of the Company that is underwritten on a best efforts or firm commitment basis and is registered with the U.S. Securities and Exchange Commission under the Securities Act; (g) shares of Common Stock, Options or Convertible Securities issued to the lessor or vendor in any office lease or equipment lease or similar equipment financing transaction in which the Company obtains the use of such office space or equipment for its business; (h) any issuances to any underwriters or placements agents as equity compensation in connection with their services provided to the Company; (i) any securities issued in the Qualified Financing or the Qualified Event, as applicable; or (j) any securities issued to the Company's parent, LiveOne, in connection with anticipated spinout of such securities to LiveOne's stockholders, or any internal recapitalization or reorganization of the Company, in connection with the Qualified Financing or Qualified Event, as applicable.

"**Exercise Date**" means, for any given exercise of this Warrant, the date on which the conditions to such exercise as set forth in Section 3 shall have been satisfied at or prior to 5:00 p.m., New York, New York time, on a Business Day, including, without limitation, the receipt by the Company of the Exercise Agreement, the Warrant and the Aggregate Exercise Price.

"**Exercise Agreement**" has the meaning set forth in Section 3(a)(i).

"**Exercise Period**" has the meaning set forth in Section 2.

"**Exercise Price**" means: (a) if a Qualified Financing or the Qualified Event, as applicable, has occurred on or before the Maturity Date, the lower of (i) the quotient of (x) the Valuation Cap divided by (y) the Fully Diluted Capitalization immediately prior to the Qualified Financing or the Qualified Event, as applicable, and (ii) the price per share or other whole unit, as applicable, in the Qualified Financing or the Qualified Event, as applicable, or (b) if a Qualified Financing or the Qualified Event, as applicable, has not occurred on or before the Maturity Date, the Voluntary Conversion Price (as defined in the Notes).

"**Fair Market Value**" means, as of any particular date: (a) the volume weighted average of the closing sales prices of the Common Stock for such day on all domestic securities exchanges on which the Common Stock may at the time be listed; (b) if there have been no sales of the Common Stock on any such exchange on any such day, the average of the highest bid and lowest asked prices for the Common Stock on all such exchanges at the end of such day; (c) if on any such day the Common Stock is not listed on a domestic securities exchange, the closing sales price of the Common Stock as quoted on the OTC Markets or similar quotation system or association for such day; or (d) if there have been no sales of the Common Stock on such a quotation system or association on such day, the average of the highest bid and lowest asked prices for the Common Stock quoted on the OTC Markets or similar quotation system or association for such day; in each case, averaged over ten (10) consecutive Business Days ending on the Business Day immediately prior to the day as of which "Fair Market Value" is being determined. If at any time the Common Stock is not listed on any domestic securities exchange or quoted on the OTC Markets or similar quotation system or association, the "Fair Market Value" of the Common Stock shall be the fair market value per share as determined jointly by the Board and a majority of the holders that hold notes of the series of notes issued on the Original Issue Date of like tenor as this Note; provided, that if the Board and the Holder are unable to agree on the fair market value per share of the Common Stock within a reasonable period of time (not to exceed thirty (30) days from the Company's receipt of the Exercise Agreement), such fair market value shall be determined by a nationally recognized investment banking, accounting or valuation firm engaged by the Company. The determination of such firm shall be final and conclusive, and the fees and expenses of such valuation firm shall be borne equally by the Company and the Holder.

"Fully Diluted Capitalization" means the number of outstanding shares of Common Stock, assuming conversion of all outstanding securities convertible into shares of Common Stock and exercise of all outstanding options and warrants to purchase shares of Common Stock or other outstanding securities convertible into shares of Common Stock, but excluding, for this purpose, (i) the conversion of any Notes (whether or not such Notes have actually been converted), (ii) the exercise of any Warrants (whether or not such Warrants have actually been exercised), (iii) the exercise of any warrants issued to the Placement Agent (as defined in the Subscription Agreement) or any other placement agent or underwriter in connection with securities offered pursuant to the Subscription Booklet or in the Qualified Financing or the Qualified Event, as applicable), and (iv) any securities issued in connection with the Qualified Financing or the Qualified Event, as applicable (including, without limitation, pursuant to any equity incentive plans); provided that in the case of a Qualified Financing or the Qualified Event, as applicable, "Fully Diluted Capitalization" also shall exclude the shares of Common Stock that are issued or reserved for issuance under the Company's existing or future equity incentive plans or any equity incentive plans to be adopted in connection with the offering of the Notes or the Qualified Financing or the Qualified Event, as applicable, as the case may be.

"**Holder**" has the meaning set forth in the preamble.

"**Maturity Date**" has the meaning set forth in the Notes.

"**Nasdaq**" means The Nasdaq Stock Market LLC.

"**Notes**" mean all of the Original Issue Discount Convertible Promissory Notes of the Company that are being offered and sold pursuant to the Subscription Booklet and related Subscription Agreements.

"**Options**" means any warrants or other rights or options to subscribe for or purchase Common Stock or any other capital stock of the Company or Convertible Securities.

"**Original Issue Date**" means July 15, 2022.

"**OTC Markets**" means the OTC Markets Group Inc. electronic interdealer quotation system, including the OTCQX, OTCQB and OTC Pink Marketplaces.

"**Qualified Event**" means the direct listing of the Company's securities on a national securities exchange.

"**Qualified Financing"** means the closing of an underwritten public offering of Common Stock or units consisting of Common Stock and warrants to purchase Common Stock which results in the Common Stock being traded on a national securities exchange.

"**Person**" means any individual, sole proprietorship, partnership, limited liability company, corporation, joint venture, trust, incorporated organization or government or department or agency thereof

"**Rule 144**" means Rule 144 promulgated by the Commission under the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended, or any similar federal statute promulgated in replacement thereof, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"**Valuation Cap"** means $60,000,000.

"**Warrant**" means this Warrant and all warrants issued upon division or combination of, or in substitution for, this Warrant.

"**Warrant Shares**" means the shares of Common Stock or other capital stock of the Company then issuable or purchasable upon exercise of this Warrant in accordance with the terms of this Warrant. Specifically, the number of Warrant Shares issuable upon exercise of this Warrant shall equal to the quotient obtained by dividing (i) $_____ **[100% of the Principal Amount of Note purchased by the Holder]** by (ii) the quotient of (i) the Valuation Cap divided by (ii) the Fully Diluted Capitalization immediately prior to the Qualified Financing or the Qualified Event, as applicable. All of the foregoing is subject to adjustment on the terms contained herein.

2. Term of Warrant. Subject to the terms and conditions hereof, at any time or from time to time after the date that is one calendar year from the Original Issue Date and prior to 5:00 p.m., New York, New York time, on [DATE], 2028[1] or, if such day is not a Business Day, on the next preceding Business Day (the "**Exercise Period**"), the Holder of this Warrant may exercise this Warrant for all or any part of the Warrant Shares purchasable hereunder (subject to adjustment as provided herein).

3. Exercise of Warrant.

(a) *Exercise Procedure*. This Warrant may be exercised from time to time on any Business Day during the Exercise Period, for all or any part of the unexercised Warrant Shares, upon:

(i) surrender of this Warrant to the Company at its then principal executive offices (or an indemnification undertaking with respect to this Warrant in the case of its loss, theft or destruction), together with an Exercise Agreement in the form attached hereto as Exhibit A (each, an "Exercise Agreement"), duly completed (including specifying the number of Warrant Shares to be purchased) and executed; and

1 Insert the date that is the 5.5 year anniversary of the Original Issue Date.

(ii) payment to the Company of the Aggregate Exercise Price in accordance with Section 3(b).

(b) *Payment of the Aggregate Exercise Price*. Payment of the Aggregate Exercise Price shall be made, at the option of the Holder as expressed in the Exercise Agreement, by the following methods:

(i) by delivery to the Company of a certified or official bank check payable to the order of the Company or by wire transfer of immediately available funds to an account designated in writing by the Company, in the amount of such Aggregate Exercise Price; or

(ii) only in the event that a Registration Statement covering the resale of the Warrant Shares by Holder is not effective with the Commission as of a date that is within six (6) months after the date upon which a Qualified Financing or Qualified Event, as applicable, is consummated, a Holder may instruct the Company to issue Warrant Shares then issuable upon exercise of all or any part of this Warrant on a net basis such that, without payment of any cash consideration or other immediately available funds, the Holder shall surrender this Warrant in exchange for the number of Warrant Shares as is computed using the following formula:

Where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the total number of Warrant Shares for which the Holder has elected to exercise this Warrant pursuant to Section 3(a).

A = the Fair Market Value of one Warrant Share as of the applicable Exercise Date.

B = the Exercise Price in effect under this Warrant as of the applicable Exercise Date.

$X = Y(A - B) \pm A$

(iii) by surrendering to the Company (x) Warrant Shares previously acquired by the Holder with an aggregate Fair Market Value as of the Exercise Date equal to such Aggregate Exercise Price and/or (y) other securities of the Company having a value as of the Exercise Date equal to the Aggregate Exercise Price (which value in the case of debt securities shall be the principal amount thereof plus accrued and unpaid interest, in the case of preferred shares shall be the liquidation value thereof plus accumulated and unpaid dividends and in the case of shares of Common Stock shall be the Fair Market Value thereof); or

(iv) any combination of the foregoing.

In the event of any withholding of Warrant Shares or surrender of other equity securities pursuant to clause (ii), (iii) or (iv) above where the number of shares whose value is equal to the Aggregate Exercise Price is not a whole number, the number of shares withheld by or surrendered to the Company shall be rounded up to the nearest whole share and the Company shall make a cash payment to the Holder (by delivery of a certified or official bank check or by wire transfer of immediately available funds) based on the incremental fraction of a share being so withheld by or surrendered to the Company in an amount equal to the product of (x) such incremental fraction of a share being so withheld or surrendered multiplied by (y) in the case of Common Stock, the Fair Market Value per Warrant Share as of the Exercise Date, and, in all other cases, the value thereof as of the Exercise Date determined in accordance with clause (iii)(y) above.

(c) *Delivery of Share Certificates*. Upon receipt by the Company of the Exercise Agreement, surrender of this Warrant and payment of the Aggregate Exercise Price (in accordance with Section 3 hereof), the Company shall, as promptly as practicable, and in any event within ten (10) Business Days thereafter, execute (or cause to be executed) and deliver (or cause to be delivered) to the Holder either statement of position or a certificate or certificates representing the Warrant Shares issuable upon such exercise, as determined by the Company unless requested otherwise by the Holder. If applicable, the share certificate or certificates so delivered shall be, to the extent possible, in such denomination or denominations as the exercising Holder shall reasonably request in the Exercise Agreement and shall be registered in the name of the Holder or, subject to compliance with Section 5 below, such other Person's name as shall be designated in the Exercise Agreement. This Warrant shall be deemed to have been exercised and such statement of position pr certificate or certificates of Warrant Shares shall be deemed to have been delivered or issued, as applicable, and the Holder or any other Person so designated to be named therein shall be deemed to have become a holder of record of such Warrant Shares for all purposes, as of the Exercise Date.

(d) *Fractional Shares*. The Company shall not be required to issue a fractional Warrant Share upon exercise of any Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall round up to the next whole share.

(e) *Delivery of New Warrant*. Subject to Section 7(a), unless the purchase rights represented by this Warrant shall have expired or shall have been fully exercised, the Company shall, at the time of delivery of the certificate or certificates representing the Warrant Shares being issued in accordance with Section 3(c) hereof, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unexpired and unexercised Warrant Shares called for by this Warrant. Such new Warrant shall in all other respects be identical to this Warrant.

(f) *Valid Issuance of Warrant and Warrant Shares; Payment of Taxes*. With respect to the exercise of this Warrant, the Company hereby represents, covenants and agrees:

(i) This Warrant is, and any Warrant issued in substitution for or replacement of this Warrant shall be, upon issuance, duly authorized and validly issued.

(ii) All Warrant Shares issuable upon the exercise of this Warrant pursuant to the terms hereof shall be, upon issuance, and the Company shall take all such actions as may be necessary or appropriate in order that such Warrant Shares are, validly issued, fully paid and non-assessable, issued without violation of any preemptive or similar rights of any shareholder of the Company and free and clear of all taxes, liens and charges.

(iii) The Company shall take all such actions as may be necessary to ensure that all such Warrant Shares are issued without violation by the Company of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which Common Stock or other securities constituting Warrant Shares may be listed at the time of such exercise (except for official notice of issuance which shall be immediately delivered by the Company upon each such issuance).

(iv) The Company shall use its best efforts to cause the Warrant Shares, immediately upon such exercise, to be listed on any domestic securities exchange upon which Common Stock or other securities constituting Warrant Shares are listed at the time of such exercise.

(v) The Company shall pay all expenses in connection with, and all taxes (other than income taxes) and other governmental charges that may be imposed with respect to, the issuance or delivery of Warrant Shares upon exercise of this Warrant; provided, that the Company shall not be required to pay any tax or governmental charge that may be imposed with respect to any applicable withholding or the issuance or delivery of the Warrant Shares to any Person other than the Holder, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

(g) *Conditional Exercise*. Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a public offering or a sale of the Company (pursuant to a merger, sale of shares, or otherwise in which control of the Company is transferred), such exercise may at the election of the Holder be conditioned upon the consummation of such transaction, in which case such exercise shall not be deemed to be effective until immediately prior to the consummation of such transaction.

(h) *Reservation of Shares*. During the Exercise Period, the Company shall at all times reserve and keep available out of its authorized but unissued Common Stock or other securities constituting Warrant Shares, solely for the purpose of issuance upon the exercise of this Warrant, the maximum number of Warrant Shares issuable upon the exercise of this Warrant.

(i) *Holder's Exercise Limitations*. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 3 or otherwise, to the extent that after giving effect to such issuance after exercise by the Holder, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 3(i), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 3(i) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 3(i), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 3(i), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 3(i) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 3(i) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

4. Adjustment to Exercise Price and Number of Warrant Shares.

(a) *Price Protection*. Except as provided in (x) Section 4(c) and (y) in the case of an event described in either Section 4(d) or Section 4(e), if the Company shall, at any time after the Original Issue Date and until the earlier of (i) ten (10) days following the Maturity Date or (ii) the date upon which a Qualified Financing or Qualified Event, as applicable, if any, is consummated, issue or sell, or in accordance with Section 4(d) is deemed to have issued or sold, any Common Stock without consideration or for consideration per share less than the Exercise Price in effect immediately prior to such issuance or sale (or deemed issuance or sale), then immediately upon such issuance or sale (or deemed issuance or sale), the Exercise Price in effect immediately prior to such issuance or sale (or deemed issuance or sale) shall be reduced (and in no event increased) to an Exercise Price equal to the lowest price per share at which any such share of Common Stock has been issued or sold (or is deemed to have been issued or sold); provided, that if such issuance or sale (or deemed issuance or sale) was without consideration, then the Company shall be deemed to have received an aggregate of $0.001 of consideration for all such shares so issued or deemed to be issued.

(b) *Adjustment to Number of Warrant Shares.* If there is no effective Registration Statement covering the resale of the Warrant Shares by the Holder as of a date that is within 90 days after the closing date of the Qualified Financing or Qualified Event, as applicable, if any (the "Trigger Date"), then exercise of this Warrant may be made by the cashless exercise procedure specified in Section 3(b)(ii) and the number of Warrant Shares issuable upon the exercise of this Warrant immediately prior to the Trigger Date shall be increased to a number of Warrant Shares equal to the sum of (A) the number of Warrant Shares issuable upon the exercise of this Warrant immediately prior to the Trigger Date plus (B) the product obtained by multiplying (x) the number of Warrant Shares issuable upon the exercise of this Warrant immediately prior to the Trigger Date by (y) 0.05. Additionally, on every monthly anniversary of the Trigger Date and until the earlier of (i) there is an effective Registration Statement covering the resale of the Warrant Shares by the Holder and (ii) the date on which the Warrant Shares are Rule 144 eligible, the number of Warrant Shares issuable upon the exercise of this Warrant shall be increased to a number of Warrant Shares equal to the sum of (i) the number of Warrant Shares issuable upon the exercise of this Warrant immediately prior to such monthly anniversary plus (ii) the product obtained by multiplying (a) the number of Warrant Shares issuable upon the exercise of this Warrant immediately prior to the Trigger Date (minus any Warrants that have been exercised prior to such monthly anniversary) by (b) 0.05, with such amount pro-rated for any partial months.

(c) *Exceptions To Adjustment Upon Issuance of Common Stock*. Anything herein to the contrary notwithstanding, there shall be no adjustment to the Exercise Price and Sections 4(a), (b), (d), (e), (f) and (g) shall not apply with respect to any Excluded Issuance.

(d) *Adjustment to Exercise Price and Warrant Shares Upon Dividend, Subdivision or Combination of Common Stock*. If the Company shall, at any time or from time to time after the Original Issue Date, (i) pay a dividend or make any other distribution upon the Common Stock or any other capital stock of the Company payable in Common Stock or in Options or Convertible Securities, or (ii) subdivide (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to any such dividend, distribution or subdivision shall be proportionately reduced and the number of Common Stock issuable upon exercise of this Warrant shall be proportionately increased. If the Company at any time combines (by combination, reverse stock split or otherwise) its outstanding Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of Warrant Shares issuable upon exercise of this Warrant shall be proportionately decreased. Any adjustment under this Section 4(a) shall become effective at the close of business on the date the dividend, subdivision or combination becomes effective.

(e) *Adjustment to Exercise Price and Warrant Shares Upon Reorganization, Reclassification, Consolidation or Merger*. In the event of any (i) capital reorganization of the Company, (ii) reclassification of the shares of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a share dividend or subdivision, split-up or combination of shares), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person, or (v) other similar transaction (other than any such transaction covered by Section 4(a)), in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each Warrant shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Warrant Shares then exercisable under this Warrant, be exercisable for the kind and number of shares or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the Holder had exercised this Warrant in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Warrant Shares then issuable hereunder as a result of such exercise (without taking into account any limitations or restrictions on the exercisability of this Warrant); and, in such case, appropriate adjustment (in form and substance satisfactory to the Holder) shall be made with respect to the Holder's rights under this Warrant to insure that the provisions of this Section 4 hereof shall thereafter be applicable, as nearly as possible, to this Warrant in relation to any shares, securities or assets thereafter acquirable upon exercise of this Warrant (including, in the case of any consolidation, merger, sale or similar transaction in which the successor or purchasing Person is other than the Company, an immediate adjustment in the Exercise Price to the value per share for the Common Stock reflected by the terms of such consolidation, merger, sale or similar transaction, and a corresponding immediate adjustment to the number of Warrant Shares acquirable upon exercise of this Warrant without regard to any limitations or restrictions on exercise, if the value so reflected is less than the Exercise Price in effect immediately prior to such consolidation, merger, sale or similar transaction). The provisions of this Section 4(e) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. The Company shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Warrant and satisfactory to the Holder, the obligation to deliver to the Holder such shares, securities or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise of this Warrant.

(f) *Certificate as to Adjustment*.

(i) As promptly as reasonably practicable following any adjustment of the Exercise Price, but in any event not later than ten (10) Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer setting forth in reasonable detail such adjustment and the facts upon which it is based and certifying the calculation thereof

(ii) As promptly as reasonably practicable following the receipt by the Company of a written request by the Holder, but in any event not later than ten (10) Business Days thereafter, the Company shall furnish to the Holder a certificate of an executive officer certifying the Exercise Price then in effect and the number of Warrant Shares or the amount, if any, of other shares, securities or assets then issuable upon exercise of the Warrant.

(g) *Notices*. In the event:

(i) that the Company shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon exercise of the Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, to vote at a meeting (or by written consent), to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(ii) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another Person, or sale of all or substantially all of the Company's assets to another Person; or

(iii) of the voluntary or involuntary dissolution, liquidation or winding- up of the Company;

then, and in each such case, the Company shall send or cause to be sent to the Holder at least ten (10) days prior to the applicable record date or the applicable expected effective date, as the case may be, for the event, a written notice specifying, as the case may be, (A) the record date for such dividend, distribution, meeting or consent or other right or action, and a description of such dividend, distribution or other right or action to be taken at such meeting or by written consent, or (B) the effective date on which such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up is proposed to take place, and the date, if any is to be fixed, as of which the books of the Company shall close or a record shall be taken with respect to which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon exercise of the Warrant) shall be entitled to exchange their Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Warrant and the Warrant Shares.

5. Transfer of Warrant. Subject to the transfer conditions referred to in the legend endorsed hereon, this Warrant and all rights hereunder are transferable, in whole or in part, by the Holder without charge to the Holder, upon surrender of this Warrant to the Company at its then principal executive offices with a properly completed and duly executed Assignment in the form attached hereto as **Exhibit B**, together with funds sufficient to pay any transfer taxes described in Section 3(f)(v) in connection with the making of such transfer. Upon such compliance, surrender and delivery and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant, if any, not so assigned and this Warrant shall promptly be cancelled.

The Holder agrees not to make any disposition of all or any of this Warrant or Warrants Shares unless and until the transferee has agreed in writing for the benefit of the Company to the undertaking set out in Section 5 and:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition, and such disposition is made in connection with such registration statement; or

(ii) the Holder has (A) notified the Company of the proposed disposition; (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition; and (C) if requested by the Company, furnished the Company with an opinion of counsel, which opinion and counsel are reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act.

The Holder agrees not to make any disposition of all or any of this Warrant or Warrants Shares to the Company's competitors, as determined in good faith by the Company.

6. Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company (or any subsidiary), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock or 50% or more of the voting power of the common equity of the Company, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires 50% or more of the outstanding shares of Common Stock or 50% or more of the voting power of the common equity of the Company (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction; provided, that this Section 6 shall not apply to any triggering event as a result of the conversion of the Notes, exercise of the Warrants and/or as a result of the Qualified Financing or Qualified Event. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event a Fundamental Transaction is consummated on or prior to the time of a Qualified Financing or Qualified Event, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within fifteen (15) days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of the applicable Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value (as defined below) of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the "OV" function on Bloomberg determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the lesser of 100% and the 100 day volatility obtained from the HVT function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the public announcement of the applicable contemplated Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the greater of (i) the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (ii) the highest VWAP during the five (5) Trading Day period prior to the closing of the Fundamental Transaction and (D) a zero cost of borrow. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds (or such other consideration) within the later of (i) five Business Days of the Holder's election and (ii) five Business Days after the date of consummation of the Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 6 pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (not to be unreasonably withheld, conditioned or delayed) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall be added to the term "Company" under this Warrant (so that from and after the occurrence or consummation of such Fundamental Transaction, each and every provision of this Warrant referring to the "Company" shall refer instead to each of the Company and the Successor Entity or Successor Entities, jointly and severally), and the Successor Entity or Successor Entities, jointly and severally with the Company, may exercise every right and power of the Company prior thereto and the Successor Entity or Successor Entities shall assume all of the obligations of the Company prior thereto under this Warrant with the same effect as if the Company and such Successor Entity or Successor Entities, jointly and severally, had been named as the Company herein. As discussed herein, "VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Company reasonably acceptable to the Subscribers of a majority in interest of the Securities then outstanding, the reasonable fees and out-of-pocket expenses of which shall be jointly paid by the Company and the Subscribers.

7. Forfeiture Upon Redemption of Note. Upon the Holder's redemption of any Notes in accordance with Section 2(d)(i) of the Note, then a portion of this Warrant shall be forfeited and cancelled in accordance with the following formula: For each $1,000 of Principal Amount (as such term is defined in the Note) of Notes redeemed, Warrants to purchase 100% of the Warrant Shares issued per $1,000 of Principal Amount shall be immediately forfeited and cancelled and the Holder shall not have any right to exercise, or any other rights, with respect to such portion of the Warrants thereafter.

8. Holder Not Deemed a Shareholder; Limitations on Liability. Except as otherwise specifically provided herein, prior to the issuance to the Holder of the Warrant Shares to which the Holder is then entitled to receive upon the due exercise of this Warrant, the Holder shall not be entitled to vote or receive dividends or be deemed the holder of shares of capital stock of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, as such, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of shares, reclassification of shares, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a shareholders of the Company, whether such liabilities are asserted by the Company or by creditors of the Company.

9. Replacement on Loss; Division and Combination.

(a) *Replacement of Warrant on Loss*. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and upon delivery of an indemnity reasonably satisfactory to it (it being understood that a written indemnification agreement or affidavit of loss of the Holder shall be a sufficient indemnity) and, in case of mutilation, upon surrender of such Warrant for cancellation to the Company, the Company at its own expense shall execute and deliver to the Holder, in lieu hereof, a new Warrant of like tenor and exercisable for an equivalent number of Warrant Shares as the Warrant so lost, stolen, mutilated or destroyed; provided, that, in the case of mutilation, no indemnity shall be required if this Warrant in identifiable form is surrendered to the Company for cancellation.

(b) *Division and Combination of Warrant*. Subject to compliance with the applicable provisions of this Warrant as to any transfer or other assignment which may be involved in such division or combination, this Warrant may be divided or, following any such division of this Warrant, subsequently combined with other Warrants, upon the surrender of this Warrant or Warrants to the Company at its then principal executive offices, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the respective Holders or their agents or attorneys. Subject to compliance with the applicable provisions of this Warrant as to any transfer or assignment which may be involved in such division or combination, the Company shall at its own expense execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants so surrendered in accordance with such notice. Such new Warrant or Warrants shall be of like tenor to the surrendered Warrant or Warrants and shall be exercisable in the aggregate for an equivalent number of Warrant Shares as the Warrant or Warrants so surrendered in accordance with such notice.

10. Compliance with the Securities Act; Market Stand-Off Agreement.

(a) *Agreement to Comply with the Securities Act; Legend*. The Holder, by acceptance of this Warrant, agrees to comply in all respects with the provisions of this Section 10 and the restrictive legend requirements set forth on the face of this Warrant and further agrees that such Holder shall not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Securities Act. This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form:

"THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SECURITIES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE SATISFACTORY TO THE COMPANY, THAT SUCH REQUIREMENTS HAVE BEEN SATISFIED AS DETERMINED BY THE CORPORATION."

(b) *Representations of the Holder*. In connection with the issuance of this Warrant, the Holder specifically represents, as of the date hereof and as of each date of exercise of this Warrant, to the Company by acceptance of this Warrant as follows:

(i) The Holder is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Holder is acquiring this Warrant and the Warrant Shares to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempted under the Securities Act.

(ii) The Holder understands and acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(iii) The Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Warrant and the Warrant Shares. The Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Warrant and the business, properties, prospects and financial condition of the Company.

(c) The Holder understands that no trading market or other market for the Warrant or the Warrant Shares exists and one may never exist. The Holder acknowledges that the Company is relying on the representations and warranties of the Holder to be accurate so that the offer of the Warrant and the Warrant Shares is exempt from registration under the Securities Act.

(d) *Market Stand-Off Agreement*. The Holder hereby agrees that it is subject to that certain Lock-Up Agreement dated as of the Original Issue Date.

In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Holder's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of such period. The Holder agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Holder's registrable securities of the Company (and the Company shares or securities of every other person subject to the restriction contained in this Section 10(c)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

11. Warrant Register. The Company shall keep and properly maintain at its principal executive offices books for the registration of the Warrant and any transfers thereof. The Company may deem and treat the Person in whose name the Warrant is registered on such register as the Holder thereof for all purposes, and the Company shall not be affected by any notice to the contrary, except any assignment, division, combination or other transfer of the Warrant effected in accordance with the provisions of this Warrant.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12).

If to the Company:	Courtside Group, Inc. 335 North Maple Drive, Suite 127 Beverly Hills, CA 90210E-mail: kit@podcastone.com and tenia@liveone.com Attention: Kit Gray
with a copy to (which shall not constitute notice):	Foley Shechter Ablovatskiy LLP 1180 Avenue of the Americas, 8th Floor New York, NY 10036 E-mail: sablovatskiy@foleyshechter.com Attention: Sasha Ablovatskiy, Esq.
If to the Holder:	At Address set forth in Subscription Agreement

13. Cumulative Remedies. Except to the extent expressly provided in Section 6 to the contrary, the rights and remedies provided in this Warrant are cumulative and are not exclusive of, and are in addition to and not in substitution for, any other rights or remedies available at law, in equity or otherwise.

14. Equitable Relief. Each of the Company and the Holder acknowledges that a breach or threatened breach by such party of any of its obligations under this Warrant would give rise to irreparable harm to the other party hereto for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

15. Entire Agreement. This Warrant, together with the Subscription Agreement, the Note and the NDA (if applicable), constitutes the sole and entire agreement of the parties to this Warrant with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Warrant and the Subscription Agreement, the statements in the body of this Warrant shall control.

16. Successor and Assigns. This Warrant and the rights evidenced hereby shall be binding upon and shall inure to the benefit of the parties hereto and the successors of the Company and the successors and permitted assigns of the Holder. Such successors and/or permitted assigns of the Holder shall be deemed to be a Holder for all purposes hereunder.

17. No Third-Party Beneficiaries. This Warrant is for the sole benefit of the Company and the Holder and their respective successors and, in the case of the Holder, permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Warrant.

18. Headings. The headings in this Warrant are for reference only and shall not affect the interpretation of this Warrant.

19. Amendment and Modification; Waiver. Except as otherwise provided herein, this Warrant may only be amended, modified or supplemented by with the written consent of the Company and the Majority Noteholders (as defined in the Notes). No waiver by the Company or the Holder of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Warrant shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Severability. If any term or provision of this Warrant is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Warrant or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Governing Law. This Warrant shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

22. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Warrant or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified or registered mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

23. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Warrant is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Warrant or the transactions contemplated hereby.

24. Further Assurances. From time to time, the parties will execute and deliver such additional documents and will provide such additional information as may reasonably be required to carry out the terms of this Warrant and any agreements executed in connection herewith.

25. Counterparts. This Warrant may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Warrant delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Warrant.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has duly executed this Warrant on the Original Issue Date.

COURTSIDE GROUP, INC.

By: _____
Name: Kit Gray
Title: President

[Signature Page to Courtside Group, Inc. Warrant to Purchase Common Stock]

EXHIBIT A

EXERCISE AGREEMENT

Courtside Group, Inc.
_____
_____
Attention: _____

1. *Exercise Notice*. The undersigned holder hereby exercises the right to purchase _____ of the shares of Common Stock ("**Warrant Shares**") of Courtside Group, Inc., a corporation organized under the laws of Delaware (the "**Company**"), evidenced by the attached Warrant. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

2. *Form of Exercise Price*. The Holder intends that payment of the Exercise Price shall be made as:

☐ a "Cash Exercise" with respect to _____ Warrant Shares; and/or

☐ a "Cashless Exercise" with respect to _____ Warrant Shares.

3. Payment of Exercise Price. In the event that the holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the holder shall pay the Aggregate Exercise Price in the sum of $_____ to the Company in accordance with the terms of the Warrant, which sum represents payment in full for the purchase price of the Warrant Shares being purchased, together with all applicable transfer taxes, if any.

4. Please issue a certificate or certificates representing said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____

_____
(Address)

5. Representations and Warranties. The undersigned hereby represents and warrants that the aforesaid Warrant Shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale, in connection with the distribution thereof, and that the undersigned has no present intention of distributing or reselling such shares and all representations and warranties of the undersigned set forth in Section 8 of the attached Warrant are true and correct as of the date hereof.

_____
(Signature)

_____

_____
(Name)

_____ _____
(Date) (Title)

EXHIBIT B

FORM OF ASSIGNMENT

(To be signed only upon transfer of Warrant)

Courtside Group, Inc.
_____
_____
Attention: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the right represented by the attached Warrant to purchase _____ Common Stock of Courtside Group, Inc. to which the attached Warrant relates, and appoints _____ Attorney to transfer such right on the books of Courtside Group, Inc., with full power of substitution in the premises.

Dated: _____

_____
(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Address: _____

_____

_____

Signed in the presence of:

_____

Exhibit 10.1

COURTSIDE GROUP, INC.
(DBA PODCASTONE)
SUBSCRIPTION AGREEMENT
(July 2022)

Courtside Group, Inc.
335 North Maple Drive, Suite 127
Beverly Hills, CA 90210

Ladies and Gentlemen:

The undersigned subscriber or subscribers (hereinafter, the "Subscriber") has received and carefully read the Courtside Group, Inc.'s (dba PodcastOne) Subscription Booklet, dated July 2022, and supplements, if any, thereto and exhibits thereto (collectively, the "Subscription Booklet"), including, without limitation, the form of Note (as defined below) and form of Warrant (as defined below), which describes the terms and conditions by which an investor may participate and invest in Courtside Group, Inc., a company incorporated under the laws of Delaware (the "Company"). Capitalized terms used and not defined herein shall have the same meanings as in the Subscription Booklet.

1. ***Subscription*.**

(a) Subject to the terms and conditions of this subscription agreement (the "Subscription Agreement"), the Subscriber hereby irrevocably subscribes for and agrees to invest the amount indicated on the signature page hereof in the Company and hereby tenders this Subscription Agreement, together with a check or wire transfer in such amount, for the number of units (the "Units") set forth on the signature page hereof at a purchase price of $100,000 per Unit. The minimum subscription is $100,000 per Subscriber but the Company, in their sole discretion, may waive such minimum investment requirement from time to time. All subscription funds will be held in a non-interest bearing escrow account in the Company's name at Signature Bank, 261 Madison Avenue, New York, NY 10016 pending a closing, as follows:

Name of Bank:	Signature Bank
Bank Address:	261 Madison Avenue, New York, NY 10016
ABA Number:	026013576
A/C Name:	Signature Bank as Escrow Agent for Courtside Group, Inc.
A/C Number:	1504848589

(b) Subject to earlier termination by either the Company or Joseph Gunnar & Co., LLC (the "Placement Agent"), the Units will be offered through July 4, 2022, which period may be extended by the Company and the Placement Agent, in their mutual discretion, to a date not later than September 2, 2022 (such date, as applicable, the "Termination Date"). The Subscriber agrees that this subscription shall be irrevocable and shall survive the death or disability of the Subscriber if either the Company or the Placement Agent rejects a subscription, either in whole or in part, funds received pursuant hereto will be returned to the Subscriber, without interest accrued thereon or deduction therefrom.

(c) Each Unit consists of (i) an Original Issue Discount Convertible Promissory Note in the principal amount of $110,000 including an Original Issue Discount (OID) of 10.0%, (each a "Note" and collectively the "Notes") of the Company, and (ii) a five-and-one-half-year warrant (each a "Warrant" and collectively the "Warrants") to purchase a number of shares (each a "Warrant Share" and collectively the "Warrant Shares") of the Company's common stock, par value $0.00001 per share (the "common stock"), equal to the quotient obtained by dividing 100% of the principal amount of the Note by the quotient of (x) $60,000,000 (the "Valuation Cap") divided by (y) the Fully Diluted Capitalization immediately prior to the Qualified Financing or the Qualified Event, as applicable, at a per share exercise price equal to (A) if a Qualified Financing or the Qualified Event, as applicable has occurred on or before the Maturity Date (as defined in the Notes), the lower of (i) the quotient of (x) the Valuation Cap divided by (y) the Fully Diluted Capitalization immediately prior to the Qualified Financing or the Qualified Event, as applicable, and (ii) the purchase price per share or other whole unit in the Qualified Financing or the Qualified Event, as applicable, or (B) if a Qualified Financing or the Qualified Event, as applicable, has not occurred on or before the Maturity Date, the Voluntary Conversion Price (as defined in the Notes). This subscription is submitted to you in accordance with and subject to the terms and conditions described in this Subscription Agreement and the Subscription Booklet relating to the offering (the "Offering") by the Company of a minimum of 80 Units ($8,800,000 (including the OID)) ("Minimum Amount"), and up to a maximum of 100 Units ($11,000,000 (including the OID)) ("Maximum Amount"). The Units are being sold in the Offering (as defined below) as more fully described in the Subscription Booklet. This Subscription Agreement is one in a series of similar subscription agreements (collectively, the "Subscription Agreements") entered into pursuant to the Offering. As used herein, "Fully Diluted Capitalization" means the number of outstanding shares of the Company's common stock, assuming conversion of all outstanding securities convertible into shares of the Company's common stock and exercise of all outstanding options and warrants to purchase shares of common stock or other outstanding securities convertible into shares of common stock, but excluding, for this purpose, (A) the conversion of any Notes (whether or not such Notes have actually been converted), (B) the exercise of any Warrants (whether or not such Warrants have actually been exercised), (C) the exercise of any warrants issued to the Placement Agent or any other placement agent or underwriter in connection with securities offered pursuant to the Subscription Booklet or in the Qualified Financing or the Qualified Event, as applicable), and (D) any securities issued in connection with the Qualified Financing or the Qualified Event, as applicable (including, without limitation, pursuant to any equity incentive plans); provided that in the case of a Qualified Financing or the Qualified Event, as applicable, "Fully Diluted Capitalization" also shall exclude the shares of common stock that are reserved for issuance under the Company's existing or future equity incentive plan(s), compensation plans or any equity incentive plan(s) to be adopted in connection with the offering of the Notes or the Qualified Financing or the Qualified Event, as applicable, as the case may be.

2. ***Acceptance of Subscription*.** The Company may, in its discretion at any time prior to the Termination Date, hold an initial closing for gross proceeds to the Company of $8,000,000 ("Initial Closing"), provided that LiveOne, Inc., the Company's parent ("LiveOne" or "Parent"), shall have agreed to purchase $3,000,000 in gross proceeds to the Company of Notes and Warrants at the Initial Closing, and, at any time and from time to time after the Initial Closing, may hold subsequent closings (each such closing, including the Initial Closing, a "Closing," and the final such Closing, the "Final Closing"), in each case, with respect to any Units for which subscriptions have been accepted prior to such date. The Subscriber acknowledges and agrees that the Company, in its sole discretion, has the right to accept or reject this subscription, in whole or in part, for any reason, and that this subscription shall be deemed to be accepted by the Company only when it is signed by an authorized signatory on its behalf and the Subscriber's funds are received by the Company. The Subscriber agrees that subscriptions need not be accepted in the order they are received by the Company. Upon rejection of this Subscription Agreement for any reason, including but not limited to if the Initial Closing does not occur prior to the Termination Date or the aggregate subscription amount owed with respect to the Units purchased by the Subscriber pursuant hereto (the "Subscription Amount") is received after the Final Closing, all funds received with this Subscription Agreement will be returned to the Subscriber without deduction for any fee, commission or expense and without interest with respect to any money received, and this Subscription Agreement shall be deemed to be null and void and of no further force or effect. If this subscription is rejected in part, the funds for the rejected portion of this subscription will be returned without interest or offset, and this Subscription Agreement will continue in full force and effect to the extent this subscription was accepted.

3. ***Representations, Warranties and Covenants of the Subscriber*.** The Subscriber hereby represents and warrants to and covenants with the Company as follows:

(a) The Subscriber is an (i) "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), and (ii) Confidential Subscriber Questionnaire (Entities) (collectively each a "**Confidential Subscriber Questionnaire**"), as annexed hereto as Items F and FF, is complete, accurate and true in all respects;

(b) Prior to executing this Subscription Agreement, the Subscriber acknowledges that he (i) has received, read and is familiar with the Subscription Booklet and recognizes that the Company has a limited operating history and that an investment in the Company involves a high degree of risk and (ii) has carefully read and considered the matters set forth under the caption "Risk Factors" in the Subscription Booklet, and, in particular, acknowledges that the Company engages in a highly competitive business, is a development stage company with no significant operating history to date and has limited assets;

(c) The Subscriber has been advised that there will be no market for the investment made in the Company, that such market may never develop and it may not be possible to readily liquidate this investment, if at all. The Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to his net worth; his investment in the Company will not cause such overall commitment to become excessive; and he can afford to bear the loss of his entire investment in the Company;

(d) The Subscriber has adequate means of providing for his current needs and personal contingencies and has no need for liquidity in his investment in the securities comprising the Units for an indefinite period of time;

(e) The Subscriber satisfies any special suitability or other applicable requirements of his state of residence and/or the state in which the transaction by which the Units are purchased occurs;

(f) The Subscriber has such knowledge and experience in financial, tax and business matters that he is capable of evaluating the merits and risks of an investment in the Company and to make an informed investment decision with respect thereto, or the Subscriber has employed the services of an investment advisor, attorney or accountant to read all of the documents furnished or made available by the Company both to him and all other prospective investors in the Units and to evaluate the merits and risks of such an investment on the Subscriber's behalf;

(g) The Subscriber confirms that the Company has made available to Subscriber the opportunity to ask questions of, and receive answers from, a person or persons acting on behalf of the Company concerning the Offering of the Units, the Company and the Company's business, as described in the Subscription Booklet, and otherwise to obtain any additional information, to the extent that the Company possess such information or could acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information contained in the Subscription Booklet. In considering its investment in the Company, the Subscriber has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Company, LiveOne, the Placement Agent, or any director, officer, stockholder, partner, employee, agent, member, or counsel, or any representative or affiliate of any of the foregoing, other than as expressly set forth in the Subscription Booklet and this Subscription Agreement;

(h) If the Subscriber is an entity: (i) such entity was not formed for the specific purpose of acquiring the Units, (ii) such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, (iii) its decision to invest in the Company was made in a centralized fashion (e.g. by a board of directors, general partner, manager, trustee, investment committee or similar governing or managing body); (iv) it is not managed to facilitate the investment decisions of its beneficial owners regarding investments (including an investment in the Company); and (vi) its shareholders, partners, members or beneficiaries, as applicable, did not and will not (x) contribute additional capital for the purpose of acquiring the Units (y) have any discretion to determine whether or how much of the Subscriber's assets are being invested in any investment made by the Subscriber (including the Subscriber's investment in the Company), or (z) have the ability to individually elect whether or to what extent such shareholder, partner, member or beneficiary, as applicable, will participate in the Subscriber's investment in the Company;

(i) The Subscriber hereby acknowledges that the Subscriber has been advised that this offering has not been registered with, or reviewed by, the U.S. Securities and Exchange Commission (the "SEC") because this offering is intended to be a non-public offering pursuant to Section 4(a)(2) of the Securities Act and Regulation D as promulgated thereunder. The Subscriber represents that the Subscriber's Units are being purchased for the Subscriber's own account, for investment purposes only and not with a view for distribution or resale to others. The Subscriber agrees that the Subscriber will not sell or otherwise transfer the securities comprising the Units or the Shares issuable upon conversion of the Notes and exercise of the Warrants (collectively, the "Note and Warrant Shares") unless they are registered under the Securities Act or unless in the opinion of counsel, which counsel and opinion are satisfactory to the Company, an exemption from such registration is available. The Subscriber understands that the securities comprising the Units and the Note and Warrant Shares have not been registered under the Securities Act by reason of a claimed exemption under the provisions of the Securities Act which depends, in part, upon the Subscriber's investment intention and the Subscriber's representations, warranties and agreements contained herein. In this connection, the Subscriber understands that it is the position of the SEC that the statutory basis for such exemption would not be present if the Subscriber's representation merely meant that the Subscriber's present intention was to hold such Units for a short period, such as the capital gains period of tax statutes, for a deferred sale or for any other fixed period. The Subscriber realizes that the SEC might regard a purchase with an intent inconsistent with the Subscriber's representation to the Company, and a sale or disposition thereof, as a deferred sale to which the exemption is not available;

(j) The Subscriber understands that neither the SEC nor the securities administrator of any state has made any finding or determination relating to the fairness of this investment and that neither the SEC nor the securities administrator of any state has recommended or endorsed, or will recommend or endorse, the offering of the Units, nor have any of them reviewed or passed upon the accuracy or adequacy of the Subscription Booklet;

(k) The execution, delivery and performance by the Subscriber of the Subscription Agreement are within the powers of the Subscriber, have been duly authorized and will not constitute or result in a breach or default under, or conflict with, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Subscriber is a party or by which the Subscriber is bound; and, if the Subscriber is not an individual, will not violate any provision of the charter documents, by-laws, indenture of trust, operating agreement or partnership agreement, as applicable, of the Subscriber. The signatures on the Subscription Agreement are genuine; and the signatory, if the Subscriber is an individual, has legal competence and capacity to execute the same, or, if the Subscriber is not an individual, the signatory has been duly authorized to execute the same; and the Subscription Agreement constitutes the legal, valid and binding obligations of the Subscriber, enforceable in accordance with its terms;

(l) The Subscriber is unaware of, is in no way relying on, and did not become aware of the Offering of the Units through or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet (including, without limitation, internet "blogs," bulletin boards, discussion groups and social networking sites) in connection with the Offering and sale of the Units and is not subscribing for the Units and did not become aware of the Offering of the Units through or as a result of any seminar or meeting to which the Subscriber was invited by, or any solicitation of a subscription by, a person not previously known to the Subscriber in connection with investments in securities generally.

(m) The Subscriber has relied solely upon the advice of his own tax and legal advisors with respect to the tax and other legal aspects of this investment;

(n) The Subscriber understands that the Company will review this Subscription Agreement and the Subscriber's Confidential Subscriber Questionnaire and the Company is hereby given authority by the Subscriber to call the Subscriber's bank or place of employment or otherwise investigate or review the financial standing of the Subscriber; and it is further agreed that the Company reserves the unrestricted right to reject or limit any subscription and to terminate the offer at any time;

(o) The Subscriber understands that by reason of the Company's obligation to pay certain fees and expenses of the Offering, as described in the Subscription Booklet, not all of the gross proceeds of the Offering will be available for use by the Company;

(p) The Subscriber is not (i) a retirement plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or Section 4975 of the Internal Revenue Code of 1986, as amended, another plan that is not subject to ERISA or any participant and beneficiary of any of the foregoing, (ii) an individual retirement account or its beneficial owner, or (iii) a fiduciary of any of the foregoing plans or individual retirement accounts;

(q) The Subscriber is not aware that any person, and has been advised that no person (other than the Placement Agent), will receive from the Company any compensation as a broker, finder, adviser or in any other capacity in connection with the purchase of Units and the Subscriber has taken no action that would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby (other than commissions to be paid by the Company to the Placement Agent or as otherwise described in the Subscription Booklet);

(r) By executing and delivering this Subscription Agreement, the Subscriber covenants to the Company that, except with the prior written permission of the Company, the Subscriber shall at all times keep confidential and not divulge, furnish or make accessible to anyone any information contained in the Subscription Booklet, including the exhibits and attachments thereto. The provisions of this Paragraph 3(r) shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by the parties hereto with respect to the transactions contemplated hereby;

(s) The Subscriber acknowledges that Signature Bank is acting solely as Escrow Agent in connection with the offering of the Units and makes no recommendation with respect thereto. Signature Bank has made no investigation regarding the Offering, the Company, LiveOne or any other person or entity involved in the Offering;

(t) The Subscriber acknowledges that any estimates or forward-looking statements or projections included in the Subscription Booklet were prepared by the Company in good faith but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed by the Company or LiveOne and should not be relied upon;

(u) The Subscriber's substantive relationship with the Placement Agent or subagent through which the Subscriber is subscribing for Units predates the Placement Agent's or such subagent's contact with the Subscriber regarding an investment in Units;

(v) SUBSCRIBER ACKNOWLEDGES THAT THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED, DISAPPROVED OR RECOMMENDED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE SUBSCRIPTION BOOKLET. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL;

(w) The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations. The Subscriber represents that the amounts invested by it in the Company were not and are not directly or indirectly derived from activities that contravene U.S. Federal, state or international laws and regulations, including anti-money laundering laws and regulations. U.S. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.[1] The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists;

[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

(x) The Subscriber represents and warrants that, to the best of its knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such investor cannot make the representation set forth in the preceding paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber is advised that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and the Company may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights (if any) of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs;

(y) The Subscriber represents and warrants that, to the best of its knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure,[2] or any immediate family member[3] or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below;

(z) If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate; and

[2] A "senior foreign political figure" is defined as a current or former senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned commercial enterprise. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and a spouses' parents and siblings.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known (or is actually known by the relevant covered financial institution) to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

(aa) (For Residents of All States) The Subscriber acknowledges that the Units, Notes and the Warrants have not been recommended by any federal or state securities commission or regulatory authority. In making an investment decision investors must rely on their own examination of the Company and the terms of the offering, including the merits and risks involved. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense. The Units, the Notes, the Warrants and the Note and Warrant Shares issuable upon exercise of the Notes and Warrants, respectively, are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act, and the applicable state securities laws, pursuant to registration or exemption therefrom. Subscribers should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time, including a complete loss of capital.

(bb) The Subscriber agrees to enter into a lock-up agreement with the Company pursuant to which the Subscriber will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of shares of the Company's common stock or common stock equivalent for a period of ninety (90) days from the closing of the Qualified Financing or Qualified Event, as applicable (the "Lock-Up Period"), subject to certain exceptions outlined in the lock-up agreement.

The foregoing representations and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of (i) delivery of this Subscription Agreement and accompanying documents to the Company and shall survive such delivery, (ii) the date of any conversion of the Note, and (iii) the date of any exercise of the Warrant. If, in any respect, those representations and warranties shall not be true and accurate prior to delivery of the payment of the purchase price of the Units or the date of any conversion of the Note or the date of any exercise of the Warrant, the undersigned shall immediately give written notice to the Company specifying which representations and warranties are not true and accurate and the reason therefor. In addition, the Subscriber agrees to notify the Company immediately in writing if the Subscriber ceases to be an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act. Until the Subscriber provides a notice described in the preceding two sentences, the Company may rely on the representations, warranties, covenants and agreements contained herein in connection with any matter related to the Company. Without limiting the generality of the preceding sentence, the Company may assume that all such representations and warranties are correct in all respects as of the date hereof and the date of any conversion of the Note or the date of any exercise of the Warrant and may rely on such representations and warranties in determining whether (i) the Subscriber is suitable as a purchaser of Units, (ii) Units may be sold to the Subscriber or any other Subscriber without first registering the Units under the Securities Act or any other applicable securities laws, (iii) the conditions to the acceptance of subscriptions for Units have been satisfied, (iv) the Subscriber meets the eligibility standards set by the Company and (v) whether the Note and Warrant Shares can be issued to the Subscriber.

4. ***Representations, Warranties and Covenants of the Company*.** The Company hereby represents and warrants to and covenants with the Subscriber as follows:

(a) The Units, the Notes, and the Warrants have been duly authorized and reserved for issuance and, when issued and paid for in accordance with this Subscription Agreement upon the closing of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable, will have been issued in compliance with all applicable federal, state, and U.S. securities laws, and will not have been issued in violation of or subject to any preemptive or similar right that does or will entitle any Person (as defined below) to acquire any Relevant Security from the Company or any Subsidiary upon issuance or sale of the Securities in this offering. Except as part of or in connection with the Offering or the IPO (as defined below), pursuant to the Spin-Out or pursuant to any existing of future equity incentive plan or other compensation plan of the Company, neither the Company nor any Subsidiary has outstanding warrants, options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, or any contracts or commitments to issue or sell, any Relevant Security. As used herein, the term "Person" means any foreign or domestic individual, corporation, trust, partnership, joint venture, limited liability company or other entity. As used herein, the term "Relevant Security" means any Shares or other security of the Company that is convertible into, or exercisable or exchangeable for Shares or equity securities of the Company, or that holds the right to acquire any Shares or equity securities of the Company or any other such Relevant Security. The "Spin-Out" means one or more transactions in which the Company shall issue shares to LiveOne's stockholders in connection with the Company's contemplated public offering (the "IPO").

(b) The Shares underlying the Notes (the "Conversion Shares") have been duly authorized for issuance, have been validly reserved for future issuance and will, upon conversion of the Notes, be duly and validly issued, fully paid and non-assessable and have been issued in compliance with all federal and state securities laws, and will not have been issued in violation of or subject to preemptive or similar rights to subscribe for or purchase securities of the Company. The issuance of such securities is not subject to any statutory preemptive rights and is not and will not be subject to any preemptive rights under the Company's certificate of incorporation or bylaws as in effect at the time of issuance, rights of first refusal or other similar rights of any security holder of the Company

(c) The Warrant Shares (together with the Units, the Notes, the Warrants, and the Conversion Shares, the "Securities") have been duly authorized for issuance, have been validly reserved for future issuance and will, upon exercise of the Warrants and payment of the exercise price thereof, be duly and validly issued, fully paid and non-assessable and have been issued in compliance with all federal and state securities laws, and will not have been issued in violation of or subject to preemptive or similar rights to subscribe for or purchase securities of the Company. The issuance of such securities is not subject to any statutory preemptive rights and is not and will not be subject to any preemptive rights under the Company's certificate of incorporation or bylaws as in effect at the time of issuance, rights of first refusal or other similar rights of any security holder of the Company.

(d) The Company holds no ownership or other interest, nominal or beneficial, direct or indirect, in any corporation, partnership, joint venture or other business entity other than the entities itemized on Schedule 4(d) hereto or as disclosed in the SEC Reports (as defined below) (the "Subsidiaries" and each a "Subsidiary"). All of the issued and outstanding shares of capital stock of the Subsidiaries have been duly and validly authorized and issued and are fully paid and non-assessable and are owned directly by the Company.

(e) Each of the Company and the Subsidiaries have been duly incorporated, formed or organized, and validly exists as a corporation, partnership or limited liability company in good standing under the laws of its jurisdiction of incorporation, formation or organization. Each of the Company and the Subsidiaries have all requisite power and authority to carry on its business as it is currently being conducted, and to own, lease and operate its respective properties. Each of the Company and the Subsidiaries is duly qualified to do business and is in good standing as a foreign corporation, partnership or limited liability company in each jurisdiction in which the character or location of its properties (owned, leased or licensed) or the nature or conduct of its business makes such qualification necessary, except, in each case, for those failures to be so qualified or in good standing which (individually and in the aggregate) would not reasonably be expected to have a material adverse effect on clauses (i) through (iii) below, or any event, circumstance, change or effect that, individually or in the aggregate with all other events, circumstances, changes and effects, is or is reasonably likely to be materially adverse to: (i) the business, condition (financial or otherwise), assets, liabilities, results of operations, shareholders' equity, properties or prospects of the Company and the Subsidiaries, taken as a whole; (ii) the offering or consummation of any of the other transactions contemplated by this Subscription Agreement, or (iii) the ability of the Company to consummate the transactions contemplated by this Agreement and to perform its obligations under this Subscription Agreement, the Notes, the Warrant, or the Other Transaction Documents (as defined below) (any such effect being a "Material Adverse Effect").

(f) Except as set forth in Schedule 4(f), there is no judicial, regulatory, arbitral or other legal or governmental proceeding or other litigation or arbitration, domestic or foreign, pending to which the Company, any Subsidiary, or any of its officers or directors is a party or of which any property, operations or assets of the Company or any Subsidiary is the subject which, individually or in the aggregate, if determined adversely to the Company or any Subsidiary, would reasonably be expected to have a Material Adverse Effect, and to the Company's knowledge, no such proceeding, litigation or arbitration is threatened or contemplated. Each of the Company and the Subsidiaries is in compliance with all applicable laws, rules, regulations, ordinances, directives, judgments, decrees and orders, foreign and domestic, except for any non-compliance the consequences of which would not have or reasonably be expected to have a Material Adverse Effect. Neither the Company, nor any of its Affiliates (within the meaning of Rule 144 under the Securities Act) ("Affiliates") has received any notice or other information from any regulatory or other legal or governmental agency which could reasonably be expected to result in any material default or potential decertification by the Company, or any of its Affiliates. Except as described in the Subscription Booklet or in the financial statements of the Company attached thereto, the Company has not received any notice of any violation of, or noncompliance with, any federal, state, local or foreign laws, ordinances, regulations and orders (including, without limitation, those relating to environmental protection, occupational safety and health, securities laws, equal employment opportunity, consumer protection, credit reporting, "truth-in-lending", and warranties and trade practices) applicable to its business, the violation of, or noncompliance with, which would have or would reasonably be expected to have a Material Adverse Effect, and the Company knows of no facts or set of circumstances which could give rise to such a notice, which would have or would reasonably be expected to have a Material Adverse Effect.

(g) The Company is not a party or subject to the provisions of any material order, writ, injunction, judgment or decree of any governmental authority that has not been satisfied in full, otherwise discharged or which, if determined adversely, could reasonably be expected to have a Material Adverse Effect.

(h) Except as disclosed in Schedule 4(h), neither the Company nor the Subsidiaries: (i) is in violation of its certificate or articles of incorporation, memorandum and articles of association, by-laws, certificate of formation, limited liability company agreement, joint venture agreement, partnership agreement or other organizational documents, (ii) is in default under, and no event has occurred which, with notice or lapse of time or both, would constitute a default under or result in the creation or imposition of any lien, charge, mortgage, pledge, security interest, claim, equity, trust or other encumbrance, preferential arrangement, defect or restriction of any kind whatsoever (any "Lien") upon any of its property or assets pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which it is a party or by which it is bound or to which any of its property or assets is subject, or (iii) is in violation in any respect of any law, rule, regulation, ordinance, directive, judgment, decree or order of any judicial, regulatory or other legal or governmental agency or body, foreign or domestic, except (solely with regard to (ii) and (iii) above) for such violations or defaults which (individually or in the aggregate) would not reasonably be expected to have a Material Adverse Effect.

(i) The Company has full right, power and authority to execute and deliver this Subscription Agreement, the Notes, the Warrants, and all other agreements, documents, certificates and instruments required to be delivered pursuant to this Subscription Agreement (collectively, the "Other Transaction Documents"). The Company has duly and validly authorized this Subscription Agreement, the Notes, the Warrants, the Other Transaction Documents, and each of the transactions contemplated thereby. This Subscription Agreement and the Other Transaction Documents have been duly and validly executed and delivered by the Company and constitute the legal, valid and binding obligations of the Company and are enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(j) When issued, the Note will constitute valid and binding obligations of the Company to issue and sell, upon conversion thereof, the number and type of securities of the Company called for thereby in accordance with the terms thereof and such Notes are enforceable against the Company in accordance with their respective terms, except: (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under federal and state securities laws; and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(k) When issued, the Warrants will constitute valid and binding obligations of the Company to issue and sell, upon exercise thereof and payment of the respective exercise prices therefor, the number and type of securities of the Company called for thereby in accordance with the terms thereof and such Warrants are enforceable against the Company in accordance with their respective terms, except: (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under federal and state securities laws; and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(l) Except as set forth on Schedule 4(l) (the "Required Consents"), the execution, delivery, and performance of this Subscription Agreement, the Notes, the Warrants, and the Other Transaction Documents, and consummation of the transactions contemplated by this Subscription Agreement, including the issuance, sale and delivery of the Securities to be issued, sold and delivered hereunder, do not and will not: (i) conflict with, require Consent under or result in a breach of any of the terms and provisions of, or constitute a default (or an event which with notice or lapse of time, or both, would constitute a default) under, or result in the creation or imposition of any Lien upon any property or assets of the Company or any Subsidiary pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement, instrument, franchise, license or permit to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary or their respective properties, operations or assets may be bound, or (ii) violate or conflict with any provision of the certificate or articles of incorporation, by-laws, certificate of formation, limited liability company agreement, partnership agreement or other organizational documents of the Company or any Subsidiary, or (iii) violate or conflict with any law, rule, regulation, ordinance, directive, judgment, decree or order of any legal or require Consent from, any governmental agency or body, domestic or foreign, or (iv) trigger a reset or repricing of any outstanding securities of the Company, except in the case of subsections (i) and (iii) for any default, conflict or violation that would not have or reasonably be expected to have a Material Adverse Effect, except for such Consents as may be required under federal or state securities or blue sky laws or the by-laws, each of which has been obtained and is in full force and effect or will be obtained and will be in full force and effect. The Company has obtained the Required Consents, which are in full force and effect as of the date of each closing of the Offering.

(m) Each of the Company and the Subsidiaries has all consents, approvals, authorizations, orders, registrations, qualifications, licenses, filings and permits of, with and from all judicial, regulatory and other legal or governmental agencies and bodies and all third parties, foreign and domestic (collectively, the "Consents"), to own, lease and operate its properties and conduct its business as it is now being conducted or is contemplated to be conducted, and each such Consent is valid and in full force and effect, except where, either individually or in the aggregate, the absence or ineffectiveness of such Consent would not be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received notice of any investigation or proceedings which results in or, if decided adversely to the Company or any Subsidiary, could reasonably be expected to result in, the revocation of, or imposition of a materially burdensome restriction on, any Consent, except where the revocation of, or imposition of a materially burdensome restriction on, any Consent would not be expected to have a Material Adverse Effect. No Consent contains a materially burdensome restriction, except where the failure to obtain such Consent would not be expected to have a Material Adverse Effect.

(n) Except as set forth in the reports, schedules, forms, statements and other documents filed by LiveOne with the SEC (the "SEC Reports"), the Company maintains a system of internal accounting controls designed to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with United States generally accepted accounting principles ("GAAP") and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as set forth in the SEC Reports, since the date of the Company's incorporation, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(o) Except as set forth in the SEC Reports, the Company's board of directors of has not been informed, nor is any executive officer or director of the Company aware, of: (i) any significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

(p) Neither the Company nor any of its Affiliates has, prior to the date hereof, directly or indirectly, made any offer or sale of any securities which are required to be "integrated" pursuant to the Securities Act or the rules and regulations of the SEC with the offer and sale of the Securities pursuant to this Subscription Agreement. Neither the Company nor any of its Affiliates has sold or issued any Relevant Security during the six (6)-month period preceding the date hereof, including but not limited to any sales pursuant to Rule 144A or Regulation D or Regulation S under the Securities Act, other than Shares issued pursuant to employee benefit plans, qualified stock option plans or employee compensation plans or pursuant to outstanding options, rights or warrants.

(q) No director or officer of the Company is subject to any non-competition agreement or non-solicitation agreement with any employer or prior employer other than LiveOne which could materially affect such person's ability to be and act in such person's respective capacity of the Company.

(r) Except in connection with this Offering or the Placement Agent, no holder of any securities of the Company or any Relevant Security has any rights to require the Company to register any such securities under the Securities Act as part or on account of, or otherwise in connection with, the offer and sale of the Securities contemplated hereby, and any such rights so disclosed have either been fully complied with by the Company or effectively waived by the holders thereof, and any such waivers remain in full force and effect.

(s) The Company is not and, at all times up to and including consummation of the transactions contemplated by this Subscription Agreement, and after giving effect to application of the net proceeds of this offering, will not be, subject to registration as an "investment company" under the Investment Company Act of 1940, as amended, and is not and will not be an entity "controlled" by an "investment company" within the meaning of such act. Neither the Company nor any of the Subsidiaries is, and, after giving effect to this offering and the application of the proceeds thereof, neither of them will be, a "controlled foreign corporation" as defined by the U.S. Internal Revenue Code of 1986, as amended.

(t) LiveOne has filed all SEC Reports required to be filed by the Company under the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as LiveOne was required by law or regulation to file such material) on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the required of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The consolidated financial statements and notes of LiveOne and its Subsidiaries for the year ended March 31, 2022, as filed by LiveOne with the SEC (the "LiveOne Financials"), comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect hereto as in effect at the time of filing, and fairly present in all material respects the financial position and the results of operations, changes in shareholders' equity, and cash flows of LiveOne and its subsidiaries, on a consolidated basis, at the respective dates of and for the periods referred to in such financial statements, all in accordance with (i) GAAP methodologies applied on a consistent basis throughout the periods involved and (ii) Regulation S-X or Regulation S-K, as applicable (except as may be indicated in the notes thereto and for the omission of notes and audit adjustments in the case of unaudited quarterly financial statements to the extent permitted by Regulation S-X or Regulation S-K, as applicable).

(u) Except as and to the extent reflected or reserved against in the LiveOne Financials and except as set forth on Schedule 4(u), the Company has no outstanding Indebtedness (as defined below) in excess of $100,000 or any obligations of the type required to be reflected on a balance sheet in accordance with GAAP that is not adequately reflected or reserved on or provided for in the LiveOne Financials. For purposes of this Agreement: (a) "Indebtedness" means, with respect to the Company: (i) indebtedness for borrowed money; (ii) amounts owing as deferred purchase price for property or services, including "earn-out" payments; (iii) indebtedness for borrowed money evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; (iv) obligations under any interest rate, currency or other hedging or similar agreement; (v) obligations under any performance bond, surety bond, letter of credit or similar instrument, but only to the extent drawn or called as of such time; (vi) all liabilities secured by any lien or other encumbrance on the assets or property owned or held by the Company; (vii) all equity holder loans and employee advances; (viii) all accrued (or earned) and unpaid employee salaries and all accrued (or earned) and unpaid employee bonus payments related to any period of time prior to the date hereof; (ix) any indebtedness guaranteed for which the Company is liable; and (x) all accrued and unpaid taxes of the Company and its predecessors, related to any period of time prior to the date hereof. The Company has not, in violation of Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"), directly or indirectly, including through a Subsidiary (other than as permitted under Sarbanes-Oxley for depositary institutions), extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer of the Company.

(v) Except as set forth on Schedule 4(v), the Company and the Subsidiaries own or lease all such properties as are necessary to the conduct of its business as presently operated and as proposed to be operated. The Company and the Subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all Liens except or such as do not (individually or in the aggregate) materially affect the business or prospects of the Company or the Subsidiaries. Any real property and buildings held under lease or sublease by The Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material to, and do not interfere with, the use made and proposed to be made of such property and buildings by the Company and the Subsidiaries, except where the failure to have such lease would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change. Neither the Company nor the Subsidiaries has received any notice of any claim adverse to its ownership of any real or personal property or of any claim against the continued possession of any real property, whether owned or held under lease or sublease by the Company or the Subsidiaries, except where the failure to have such lease would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change.

(w) The Company and the Subsidiaries: (i) own or possess adequate right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, formulae, customer lists, and know-how and other intellectual property (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures, "Intellectual Property") necessary for the conduct of their respective businesses as currently operated and as proposed to be operated and (ii) have no knowledge that the conduct of their respective businesses do or will conflict with, and they have not received any notice of any claim of conflict with, any such right of others, except to the extent that the failure to own or possess or have adequate rights to own, possess or have such Intellectual Property would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change. To the Company's knowledge, there is no infringement by third parties of any such Intellectual Property; there is no pending or threatened action, suit, proceeding or claim by others challenging the Company's or any Subsidiary's rights in or to any such Intellectual Property, and the Company is unaware of any facts which would form a reasonable basis for any such claim; and there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any other fact which would form a reasonable basis for any such claim, except in each case as would not be expected, individually or in the aggregate, to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received any claim for royalties or other compensation from individuals, including employees or former employees of the Company, who made inventive contributions to Company's technology or products that are pending or unsettled, and, neither the Company nor the Subsidiaries will have any obligation to pay royalties or other compensation to such individuals on account of inventive contributions, except for any claim as would not be expected to have a Material Adverse Effect.

(x) Except as set forth on Schedule 4(x) and the transactions contemplated in connection with the Spin-Out, to securities of the Company have been sold by the Company or by or on behalf of, or for the benefit of, any person or persons controlling, controlled by, or under common control with the Company since July 1, 2020, the date of LiveOne's purchase of the Company.

(y) Each of the Company and the Subsidiaries has accurately prepared and timely filed all federal, state, foreign and other tax returns that are required to be filed by it prior to the date hereof or has duly obtained extensions of time for the filing thereof and has paid or made provision for the payment of all taxes, assessments, governmental or other similar charges, including without limitation, all sales and use taxes and all taxes which the Company or any Subsidiary is obligated to withhold from amounts owing to employees, creditors and third parties, with respect to the periods covered by such tax returns (whether or not such amounts are shown as due on any tax return), except for any failure to file or obtain an extension or make a provision of the payment of taxes which would not reasonably be expected to result in a Material Adverse Effect. No deficiency assessment with respect to a proposed adjustment of the Company's or any Subsidiary's federal, state, local or foreign taxes is pending or, to the Company's knowledge, threatened, except for any assessment which would not reasonably be expected to result in a Material Adverse Change. The accruals and reserves on the books and records of the Company and the Subsidiaries in respect of tax liabilities for any taxable period not finally determined are adequate to meet any assessments and related liabilities for any such period consistent with GAAP and, since the date of LiveOne's most recent financial statements filed with the SEC. The Company and the Subsidiaries have not incurred any liability for taxes other than in the ordinary course of its business. There is no tax lien, whether imposed by any federal, state, foreign or other taxing authority, outstanding against the assets, properties or business of the Company or any Subsidiary. No transaction, stamp or other issuance or transfer taxes or duties, and no capital gain, income transfer, withholder or other tax or duty is payable in the United States by or on behalf of the subscribers to any taxing authority thereof or therein in connection with (i) the issuance, sale and delivery of the Securities by the Company; (ii) the holding or transfer of the Securities; or (iii) the execution and delivery of this Subscription Agreement or any other document to be furnished hereunder.

(z) No labor disturbance or dispute by or with the employees of the Company or the Subsidiaries, which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, currently exists or, to the Company's knowledge, is threatened. The Company and the Subsidiaries are in compliance in all material respects with the labor and employment laws and collective bargaining agreements and extension orders applicable to their employees in the United States.

(aa) Except as would not be expected, individually or in the aggregate, to have a Material Adverse Effect, the Company and the Subsidiaries have at all times operated their respective businesses in material compliance with all Environmental Laws, and no material expenditures are or will be required in order to comply therewith. Neither the Company nor any Subsidiary has received any notice or communication that relates to or alleges any actual or potential violation or failure to comply with any Environmental Laws that would individually or in the aggregate, result in a Material Adverse Effect. As used herein, the term "Environmental Laws" means all applicable laws and regulations, including any licensing, permits or reporting requirements, and any action by a federal, state, local or foreign government entity pertaining to the protection of the environment, protection of public health, protection of worker health and safety, or the handling of hazardous materials, including without limitation, the Clean Air Act, 42 U.S.C. § 7401, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1321, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 690-1, et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.

(bb) Each employment, severance or other similar agreement, arrangement or policy and each material plan or arrangement providing for insurance coverage (including any self-insured arrangements), workers' compensation, disability benefits, severance benefits, supplemental unemployment benefits, vacation benefits, retirement benefits or for deferred compensation, profit-sharing, bonuses, stock options, stock appreciation or other forms of incentive compensation, or post-retirement insurance, compensation or benefits which: (i) is entered into, maintained or contributed to, as the case may be, by the Company and (ii) covers any officer or director or former officer or director of the Company (collectively, the "Benefit Arrangements") have each been maintained in substantial compliance with its terms and with requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to that Benefit Arrangement, except for any failure which would not reasonably be expected to result in a Material Adverse Effect.

(cc) None of the execution of this Subscription Agreement, the Notes, the Warrants, or consummation of this Offering and the transaction contemplated by the Offering will constitute a triggering event under any employee plan or any other employment contract, whether or not legally enforceable, which (either alone or upon the occurrence of any additional or subsequent event) will or may result in any payment (of severance pay or otherwise), acceleration, increase in vesting, or increase in benefits to any current or former participant, employee or director of the Company or any Subsidiary other than an event which would not, individually or in aggregate, reasonably be expected to result in a Material Adverse Effect.

(dd) Neither the Company, any Subsidiary nor, to the Company's knowledge, any of their respective employees or agents has at any time during the last five (5) years: (i) made any unlawful contribution to any candidate for domestic or foreign office, or failed to disclose fully any contribution in violation of law, or (ii) made any payment to any foreign, federal or state governmental officer or official or Person charged with similar public or quasi-public duties in the United States, other than payments that are not prohibited by the laws of the United States or any jurisdiction thereof.

(ee) The Company has not offered the Securities to any Person or entity with the intention of unlawfully influencing: (i) a customer or supplier of the Company or any Subsidiary to alter the customer's or supplier's level or type of business with the Company or any Subsidiary or (ii) a journalist or publication to write or publish favorable information about the Company, any Subsidiary or its products or services.

(ff) As of the date hereof and as of the closing of this Subscription Agreement, and except as contemplated by this Subscription Agreement, neither the Company nor any Subsidiary operates within the United States or any state or territory thereof in such a manner so as to subject the Company or its operations or businesses to registration as a foreign company doing business in any state within the United States in a way which would violate any of the following laws in any material respect: (i) the Bank Secrecy Act, as amended, (ii) the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended, (iii) the Foreign Corrupt Practices Act of 1977, as amended, (iv) the Currency and Foreign Transactions Reporting Act of 1970, as amended, (v) the Employee Retirement Income Security Act of 1974, as amended, (vi) the Money Laundering Control Act of 1986, as amended, (vii) the rules and regulations promulgated under any such law, or any successor law, or any judgment, decree or order of any applicable administrative or judicial body relating to such law, and (viii) any corresponding law, rule, regulation, ordinance, judgment, decree or order of any state or territory of the United States or any administrative or judicial body thereof.

(gg) The operations of the Company and the Subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes of the United States, and, to the Company's knowledge, all other jurisdictions to which the Company and the Subsidiaries are subject, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency, including the Currency and Foreign Transactions Reporting Act of 1970, as amended (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of the Subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(hh) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee or Affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(ii) None of the Company, the Subsidiaries or their respective directors or officers or, to the knowledge of the Company, any agent, employee, affiliate or other person acting on behalf of the Company or any of the Subsidiaries has engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act of 1996, the National Defense Authorization Act for Fiscal Year 2012, the Iran Threat Reduction and Syria Human Rights Act of 2012 or any Executive Order relating to any of the foregoing (collectively, and as each may be amended from time to time, the "Iran Sanctions"); and the Company will not directly or indirectly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity, for the purpose of engaging in any activities sanctionable under the Iran Sanctions.

(jj) Except for payments due to the Placement Agent there are no contracts, agreements or understandings between the Company and any Person that would give rise to a valid claim against the Company or any subscriber for a brokerage commission, finder's fee, financial consulting fee or other like payment in connection with the transactions contemplated by this Subscription Agreement or any arrangements, agreements, understandings, payments or issuance with respect to the Company or any of its officers, directors, shareholders, partners, employees, Subsidiaries or Affiliates that may affect the Placement Agent's compensation as determined by Financial Industry Regulatory Authority, Inc. ("FINRA"). The Company has not made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finder's fee, consulting fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who raised or provided capital to the Company; (ii) to any FINRA member; or (iii) to any person or entity that has any direct or indirect affiliation or association with any FINRA member, within the 180 days prior to the Effective Date, other than the prior payment of $25,000 to the Placement Agent in connection with this Offering. None of the net proceeds of this Offering will be paid by the Company to any participating FINRA member or its affiliates, except as specifically authorized herein. No officer, director or any beneficial owner of the Company's securities (whether debt or equity, registered or unregistered, regardless of the time acquired or the source from which derived) (any such individual or entity, a "Company Affiliate") has any direct or indirect affiliation or association with any FINRA member (as determined in accordance with the rules and regulations of FINRA); no Company Affiliate is an owner of stock or other securities of any member of FINRA (other than securities purchased on the open market); no Company Affiliate has made a subordinated loan to any member of FINRA; and no proceeds from the sale of Securities (excluding compensation owed to the Placement Agent) will be paid to any FINRA member, or any persons associated with or affiliated with any member of FINRA. No FINRA member participating in the offering has a conflict of interest with the Company. For this purpose, a "conflict of interest" exists when a member of FINRA and/or its associated persons, parent or affiliates in the aggregate beneficially own 10% or more of the Company's outstanding subordinated debt or common equity, or 10% or more of the Company's preferred equity. "FINRA member participating in the offering" includes any associated person of a FINRA member that is participating in the offering, any member of such associated person's immediate family and any affiliate of a FINRA member that is participating in this offering.

(kk) As used in this Subscription Agreement, references to matters being "material" with respect to the Company or the Subsidiaries shall mean a material event, change, condition, status or effect related to the condition (financial or otherwise), properties, assets (including intangible assets), liabilities, business, prospects, operations or results of operations of the Company or the Subsidiaries, either individually or taken as a whole, as the context requires.

(ll) As used in this Subscription Agreement, the term "knowledge of the Company" (or similar language) shall mean the knowledge of the executive officers and directors of the Company and the Subsidiaries, with the assumption that such executive officers and directors shall have made reasonable and diligent inquiry of the matters presented (with reference to what is customary and prudent for the applicable individuals in connection with the discharge by the applicable individuals of their duties as executive officers, directors or managers of the Company or its applicable Subsidiary).

(mm) Neither the Company, any of the Subsidiaries nor any of its properties or assets has any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment to prior judgment, attachment in aid of execution or otherwise) under the laws of the United States.

(nn) The capitalization of the Company is as set forth on Schedule 4(oo).

(oo) The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the board of directors of the Company has determined, in their good faith business judgment, to be necessary or prudent, including, but not limited to, customary directors and officers insurance coverage at least equal to the aggregate Subscription Amount. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(pp) The Company and the board of directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the subscribers as a result of the subscribers and the Company fulfilling their obligations or exercising their rights under this Subscription Agreement and the Other Transaction Documents, including without limitation as a result of the Company's issuance of the Securities and the subscribers' ownership of the Securities.

(qq) Based on the consolidated financial condition of the Company as of the closing of this Subscription Agreement, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) except as set forth on Schedule 4(qq), the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one (1) year from closing of this Subscription Agreement. Schedule 4(qq) sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments.

(rr) The Company acknowledges and agrees that each of the subscribers is acting solely in the capacity of an arm's length subscriber with respect to the Transaction Documents and the transactions contemplated thereby. The Company further acknowledges that no subscriber is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Subscription Agreement or the Other Transaction Documents and the transactions contemplated thereby and any advice given by any subscriber or any of their respective representatives or agents in connection with this Subscription Agreement or the Other Transaction Documents and the transactions contemplated thereby is merely incidental to the subscribers' purchase of the Securities. The Company further represents to each subscriber that the Company's decision to enter into this Subscription Agreement and the Other Transaction Documents has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(ss) Neither the Company nor any Person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the subscribers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

(tt) With respect to the Securities to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the subscribers a copy of any disclosures provided thereunder.

(uu) The Company will notify the subscribers in writing, prior to the closing of this Subscription Agreement of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, reasonably be expected to become a Disqualification Event relating to any Issuer Covered Person, in each case of which it is aware.

(vv) From the date hereof until six (6) months after the end of the Lock-Up Period, neither the Company nor any Subsidiary shall issue, enter into any agreement to issue or announce the issuance or proposed issuance of any shares of Common Stock or Common Stock Equivalents, except for an Excluded Issuance (as defined in the Warrant); provided, that the Company shall be permitted to announce or consummate any private or public offering of any of its securities at a price per security that is effectively higher than the offering price per security in the Qualified Financing or Qualified Event, as applicable.

(ww) From the date hereof until twelve (12) months after the end of the Lock-Up period, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction except for an Excluded Issuance (as defined in the Warrant). "Variable Rate Transaction" means a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities, or (ii) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line of credit, whereby the Company may issue securities at a future determined price. Any Subscriber shall be entitled to obtain injunctive relief against the Company to preclude any such issuance (except for an Excluded Issuance), which remedy shall be in addition to any right to collect damages.

(xx) The Company has never been an issuer subject to Rule 144(i) under the Securities Act.

(yy) Until the Notes are paid or converted in full as provided in the Notes, the Company shall maintain on deposit in one or more of its accounts with a US incorporated bank or a US branch of a non-US incorporated bank, $3,000,000 of Free Cash, less the amount of the principal balance owed under the Notes that has been paid or repaid by the Company from time to time; provided that the foregoing shall not apply if the Majority Noteholders (other than the Parent) (i) determine that it is in the best interests of the Company to maintain less than the required amount of Free Cash, and (ii) provide a written consent. "Free Cash" means unencumbered, unrestricted cash of the Company (other than as set forth under the Transaction Documents) on deposit in one or more bank accounts of the Company as determined by the Company in its sole discretion.

(zz) LiveOne shall not effect any Qualified Financing or Qualified Event unless (i) the Company's post-money valuation at the time of the Qualified Event is at least $150 million and (ii) immediately following such event LiveOne owns no less than 66% of the Company's equity, unless in either case otherwise permitted by the written consent of the Majority Noteholders excluding the Parent.

(aaa) Until the Qualified Financing or Qualified Event, as applicable, is consummated, LiveOne shall irrevocably and unconditionally guarantee to the Subscribers and their respective successors, indorsees, transferees and assigns, the prompt and complete repayment when due (whether at the stated maturity, by acceleration or otherwise, subject to any cure period) of the Notes (other than the Notes issued to LiveOne) and any interest or other fees due thereunder, without presentment, protest, notice of protest, notice of non-payment, or any other notice whatsoever. LiveOne has received any and all consents that are required to effectuate the foregoing.

(bbb) If the Company has not consummated the Qualified Financing or Qualified Event, as applicable, by the seven-, eight- or nine-month anniversary of the Initial Closing date, unless in either case permitted by the written consent of the Majority Noteholders excluding LiveOne, the Company shall redeem $1,000,000 of the total principal amount of the then outstanding Notes (other than the Notes issued to LiveOne) by the tenth calendar day of each month immediately following such respective anniversary date (provided, that if such date is not a Business Day, such repayment shall be made on the immediately following Business Day), and an aggregate redemption of $3,000,000 over the course of three such months, each of which shall be distributed to the holders of such Notes on a prorated basis. The Company has received any and all consents that are required to effectuate the foregoing. In the event of any such redemption, the holders of the redeemed Notes shall not forfeit any of their Warrants solely as a result of such redemption.

The foregoing representations and warranties are true and accurate as of the date of closing of this Subscription Agreement. If, in any respect, those representations and warranties shall not be true and accurate at the time of closing of this Subscription Agreement, the Company shall immediately give written notice to the Placement Agent specifying which representations and warranties are not true and accurate and the reason therefor. In such event, the Company and the Placement Agent shall determine if it then becomes necessary to amend or supplement the Executive Summary or this Subscription Agreement so that the representations and warranties herein remain true and correct in all material respects, and in such case, the Subscriber will promptly receive such an amendment or supplement prior to the closing of this Subscription Agreement.

5. ***Rule 144 Issuances; Registration Statement.***

(a) Rule 144 Issuances. If at any time, beginning one hundred and eighty (180) days from the date of issuance of the Warrants, Rule 144 under the Securities Act ("Rule 144") can be relied upon by the Subscriber with respect to its sale of the Warrant Shares (hereinafter in this Section 5, the "Registrable Securities") without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Registrable Securities and without volume or manner-of-sale restrictions, then the Company shall cause certificates evidencing such Registrable Securities to be issued without any legend, other than any lock-up or other restrictive legend required under this Subscription Agreement, the Notes, the Warrant, or the Other Transaction Documents. The Company shall cause its counsel at its sole expense (or at Subscriber's option, counsel selected by Subscriber and at the sole expense of Subscriber) to issue a legal opinion to the Company's transfer agent (the "Transfer Agent") or the Subscriber promptly if required by the Transfer Agent to effect the removal of the legend hereunder, or if requested by the Subscriber, respectively. If such Registrable Securities may be sold under Rule 144 without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Registrable Securities and without volume or manner-of-sale restrictions or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Securities and Exchange Commission) then such Registrable Securities shall be issued free of all legends, other than any lock-up or other restrictive legend required under this Subscription Agreement, the Notes, the Warrant, or the Other Transaction Documents. The Company agrees that following such time as such legend is no longer required under this Section 5, it will, no later than the later of (i) two (2) Trading Days (as defined below) and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) following the delivery by the Subscriber to the Company or the Transfer Agent of a certificate representing Registrable Securities, as applicable, issued with a restrictive legend (such date, the "Legend Removal Date"), deliver or cause to be delivered to the Subscriber a certificate representing such Registrable Securities that is free from all restrictive and other legends, other than any lock-up or other restrictive legend required under this Subscription Agreement, the Notes, the Warrant, or the Other Transaction Documents. The Company may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 5, other than any lock-up or other restrictive legend required under this Subscription Agreement, the Notes, the Warrant, or the Other Transaction Documents. Certificates for Registrable Securities subject to legend removal hereunder (after the removal of all lock-up or other restrictive legend required under this Subscription Agreement, the Notes, the Warrant, or the Other Transaction Documents) shall be transmitted by the Transfer Agent to the Subscriber by crediting the account of the Subscriber's prime broker with the Depository Trust Company System as directed by the Subscriber. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Shares as in effect on the date of delivery of a certificate representing Registrable Securities, as applicable, issued with a restrictive legend. As used herein, "Trading Day" means a day on which the principal Trading Market is open for trading. As used herein, "Trading Market" means any of the following markets or exchanges on which the Company's Shares is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

(b) While the Note is outstanding, in addition to such Subscriber's other available remedies, the Company shall pay to a Subscriber, in cash, as partial liquidated damages and not as a penalty, two percent (2%) of such Subscriber's subscription amount for each month after the Legend Removal Date until such certificate is delivered without a legend; provided, that any such damages shall not accrue or be payable whatsoever to the extent that (i) any such delay arises from or in connection with a Subscriber's failure to timely deliver all materials and documents reasonably requested by the Company, its legal counsel and/or its transfer agent, or (ii) Subscriber's broker's inability, refusal or any other reason to permit the removal of the legend.

(c) At any time during the period that the Note is outstanding, commencing on the twelve (12) month anniversary of the date hereof (or the fifteen (15) month anniversary of such date, if the maturity date of the Note is extended pursuant to the terms therein) and ending at such time that all of the Securities may be sold without the requirement for the Company to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if the Company (i) shall fail for any reason to satisfy the current public information requirement under Rule 144(c) or (ii) during the period that the Note is outstanding, has ever been an issuer described in Rule 144 (i)(1)(i) or becomes an issuer, and the Company shall fail to satisfy any condition set forth in Rule 144(i)(2) (a "Public Information Failure") then, in addition to such Subscriber's other available remedies, the Company shall pay to a Subscriber, in cash, as partial liquidated damages and not as a penalty, by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to one percent (1.0%) of the aggregate Subscription Amount of such Subscriber's Securities on the day of a Public Information Failure and on every thirtieth (30^{th}) day (pro rated for periods totaling less than thirty days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for the Subscribers to transfer the Warrant Shares and Conversion Shares pursuant to Rule 144, provided that such liquidated damages shall not exceed in the aggregate to twelve percent (12.0%) of such Subscriber's aggregate Subscription Amount. The payments to which a Subscriber shall be entitled pursuant to this Section 4.3(b) are referred to herein as "Public Information Failure Payments." Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3^{rd}) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. In the event the Company fails to make Public Information Failure Payments in a timely manner, such Public Information Failure Payments shall bear interest at the rate of 1.5% per month (prorated for partial months) until paid in full. Nothing herein shall limit such Subscriber's right to pursue actual damages for the Public Information Failure, and such Subscriber shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. Upon Subscriber's redemption of any Notes in accordance with Section 2(d) of the Note, then a portion of the Subscriber's Warrants shall be forfeited and cancelled in accordance with the following formula: for each $1,000 of Principal Amount (as such term is defined in the Note) of Notes redeemed, Warrants to purchase 100% of the Warrant Shares issued per $1,000 of Principal Amount shall be immediately forfeited and cancelled and the Holder shall not have any right to any payments under this Section 5 with respect to such canceled Warrants or redeemed Notes.

(d) Registration Statement. On or prior to the date that is nine (9) months after the date of the Initial Closing, the Company shall use its commercially reasonable best efforts to prepare and file with the SEC a Registration Statement on Form S-1 (or such other form as applicable) covering, among other securities, the resale under the Securities Act of the shares of Company's common stock underlying the Securities for an offering to be made on a continuous basis pursuant to Rule 415 (the "Registration Statement"). The Company shall use its commercially reasonable best efforts to cause the Registration Statement to be declared effective promptly thereafter on or before the Notes' maturity date (as may be extended). If the Company does not file the Registration Statement on or prior to the date that is nine (9) months after the Initial Closing, the Company shall prepay $1,000,000 of the principal amount of the Notes pro rata to the Note holders (other than LiveOne). If the Company does not file the Registration Statement on or prior to the date that is twelve (12) months after the Initial Closing, the Company shall prepay $2,000,000 of the principal amount of the Notes pro rata to the Note holders (other than LiveOne). For the avoidance of doubt, the Company's and/or LiveOne's obligations pursuant to this Section 5(d) shall not be in addition to the obligations described in Section 4(bbb) of this Subscription Agreement, such that the maximum aggregate redemption and/or prepayment amount required to be paid by the Company and/or LiveOne pursuant to this Section 5(d) and Section 4(bbb) shall be $3,000,000.

6. ***Indemnification.*** The Subscriber acknowledges that it understands the meaning and legal consequences of the representations, warranties and covenants in paragraph 3 hereof and that the Company has relied upon such representations, warranties and covenants, and he hereby agrees to indemnify and hold harmless the Company, LiveOne and the Placement Agent and their respective officers, directors, controlling persons, agents, representatives, managers, employees, affiliates, successors and assigns (collectively, the "Representatives"), from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation, warranty, agreement, obligation or covenant made by the Subscriber herein. Notwithstanding the foregoing, however, no representation, warranty, covenant, acknowledgment or agreement made herein by the Subscriber shall in any manner be deemed to constitute a waiver of any rights granted to the Subscriber under Federal or state securities laws. All representations, warranties and covenants contained in this Subscription Agreement and the indemnification contained in this paragraph 6 shall survive the acceptance of this subscription.

7. ***Restrictions on Transfer.*** The Subscriber understands and agrees that, in addition to the provisions regarding restrictions on withdrawal and transferability of his investment contained in the securities comprising the Units, the following restriction and limitation is applicable to the Subscriber's investment in the Units pursuant to Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder: The Notes, Warrants, the Conversion Shares, and the Warrant Shares shall (i) not be sold, pledged, hypothecated or otherwise transferred unless they are registered under the Securities Act and applicable state securities laws or are exempt therefrom, and (ii) shall be subject to the market stand-off legend and restrictions as set forth in the Notes and the Warrants.

8. ***Investor Qualification.*** The Subscriber previously or simultaneously herewith has furnished a completed and executed Confidential Subscriber Questionnaire, the information in which is true and correct in all respects and which is hereby incorporated by reference herein.

9. ***Modification.*** Neither this Subscription Agreement nor any provision hereof shall be waived, modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, change, discharge or termination is sought to be enforced.

10. ***Notices.*** All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been duly made when delivered, or mailed by registered or certified mail, return receipt requested:

(a) If to the Subscriber, to the address set forth on the signature page of this Subscription Agreement; or

(b) If to the Company, to the address set forth on the first page of this Subscription Agreement; or

(c) At such other address as the Subscriber or the Company may hereafter have advised the other by a notice conforming with this paragraph 8.

11. ***Binding Effect.*** Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and assigns. If the Subscriber is more than one person, the obligation of such Subscriber shall be joint and several and the agreements, representations, warranties, covenants and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his or its heirs, executors, administrators, successors, legal representatives and assigns.

12. ***Third Party Beneficiaries.*** The Placement Agent shall be deemed a third party beneficiary of the representations and warranties of the Subscriber contained in Section 3 hereof and the Company as contained in Section 4 hereof and shall have the right to enforce such provisions directly to the extent it may deem such enforcement necessary or advisable to protect its rights.

13. ***Entire Agreement.*** This Subscription Agreement, together with the Note, the Warrant and the NDA (if applicable), contains the entire agreement of the parties with respect to the matters set forth herein and there are no representations, covenants or other agreements except as stated or referred to herein or as are embodied in the Notes and the Warrants.

14. ***Assignability.*** This Subscription Agreement, and the rights, interests and obligations hereunder, are not transferable or assignable by the undersigned or any successor thereto.

15. ***Applicable Law.*** This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the principles thereof relating to the conflict of laws.

16. ***Arbitration*****. The parties agree to submit all controversies relating to the subject matter of this Subscription Agreement to arbitration in accordance with the provisions set forth below and understand that:**

Arbitration is final and binding on the parties.

The parties are waiving their right to seek remedies in court, including the right to a jury trial. Pre-arbitration discovery is generally more limited and different from court proceedings.

The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

All controversies which may arise between the parties concerning this Subscription Agreement shall be determined by arbitration pursuant to the rules then pertaining to the Financial Industry Regulatory Authority, Inc. in New York, New York. Judgment on any award of any such arbitration may be entered in the Supreme Court of the State of New York or in any other court having jurisdiction of the Person or Persons against whom such award is rendered. Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Subscription Agreement. The parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

17. ***Confidentiality; Certain Disclosures.*** The Company will use their best efforts to keep the information provided in the Confidential Subscriber Questionnaire strictly confidential. The Company may present this Subscription Agreement and the information provided in the Confidential Subscriber Questionnaire to such parties as they deem advisable if compelled by law or called upon to establish the availability under any Federal or state securities laws of an exemption from registration of the offering or if the contents thereof are relevant to any issue in any action, suit, or proceeding to which the Manager or the Company is a party or by which it is or may be bound.

18. ***Use of Proceeds.*** The net proceeds of the offering shall be used for working capital requirement and general corporate purposes.

19. ***Miscellaneous.***

(a) Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(b) This Subscription Agreement may be executed in one or more counterparts each of which shall be deemed an original (including signatures sent by facsimile transmission or by email transmission of a PDF scanned document), but all of which shall together constitute one and the same instrument.

(c) Each provision of this Subscription Agreement shall be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality shall not impair the operation of or affect the remaining portions of this Subscription Agreement.

(d) Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

(e) All terms used in any one number or gender in this Subscription Agreement shall be extended to mean and include any other number and gender as the facts, context or sense of this Subscription Agreement may require.

(f) The Company will disclose Confidential Information to the Subscriber to permit the completion of this Offering on the terms of this Subscription Agreement. The foregoing Section 19(f) shall not apply to any Subscriber who has executed a separate non-disclosure agreement with the Company and/or LiveOne (an "NDA"), and the terms of such NDA shall apply instead to the Confidential Information disclosed by the Company to such Subscriber.

Each party agrees that: (i) it will not disclose the other party's Confidential Information to any person or make use of or take advantage of the other party's Confidential Information for any purpose other than as expressly permitted by this document; (ii) it will take all steps necessary to ensure that the other party's Confidential Information is kept confidential; (iii) it will not copy the other party's Confidential Information or permit the copying of the other party's Confidential Information in any form other than as permitted by the other party; (iv) upon request, it will return a party's Confidential Information to that party, together with any copies of that party's Confidential Information; and (v) it will not make use of the other party's Confidential Information in any manner so as to obtain any benefit, right or privilege for itself or for any other person that would not have been available but for it having access to the Confidential Information except as permitted by this document. "Confidential Information" means: (A) all information, whether written, oral, electronic or in any other form provided (before or after the date of this document) by the Company, LiveOne or any of their respective Representatives relating to the Company's, LiveOne's and/or any of their affiliates' operations, affairs and/or business including without limitation know how, trade secrets, intellectual property rights, business, corporate or trade information; (B) all analyses, compilations, forecasts, studies or other documents prepared by any party which contain or reflect any such information; (C) the existence and content of and negotiations with respect to this Subscription Agreement, the Notes, the Warrants and the Other Transaction Documents; (D) the existence of this Offering and other potential transactions relating to the operations, affairs and business of the Company, LiveOne or any of their respective Representatives; and (E) any information which would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information may include information of a third party that is in the possession of the Company, LiveOne and/or any of their respective Representatives and is disclosed to the Subscriber or its Representatives in connection with this Subscription Agreement. The parties also acknowledge and agree that any analyses, compilations, studies or other embodiments or derivatives of Confidential Information prepared by the Subscriber or its Representatives (or anyone to whom the Subscriber or its Representatives disclose such Confidential Information) shall be owned solely by the Company and/or LiveOne, as applicable, and treated as Confidential Information of the Company and/or LiveOne, as applicable.

Confidential Information shall not include any information which: (i) at the time of disclosure is in the public domain or thereafter becomes part of the public domain through no fault of the Subscriber or any of its Representatives; (ii) the Subscriber can establish that the Subscriber was in its possession prior to the time of disclosure without violation of the Company's or LiveOne's rights under this Subscription Agreement, (iii) is independently made available to the Subscriber by a third party who is not thereby in violation of a confidential or fiduciary relationship with the Subscriber and without violation of the Company's or LiveOne's rights under this Subscription Agreement; or (iv) the Subscriber can conclusively establish that it was independently developed by the Subscriber without use of or reference to the Confidential Information.

The Subscriber may disclose any Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Subscriber shall provide prior prompt written notice of such court order or requirement to the Company and LiveOne to enable the Company and LiveOne to seek a protective order or otherwise prevent or restrict such disclosure. Notwithstanding the foregoing, the Subscriber will be permitted to disclose, with such written notice as is reasonable under the circumstances (which notice will be prior to disclosure if reasonable under the circumstances), the Confidential Information or any portion thereof as required by federal or state securities laws or upon the request of any government, regulatory or self-regulatory body having or claiming authority to regulate or oversee any aspect of the Subscriber's business or that of its affiliates, but the Subscriber agrees, where applicable, to advise them of the confidential nature of such information and request confidential treatment of such information. Such disclosed information shall continue to be treated as Confidential Information and shall be subject to the terms of this Subscription Agreement.

(g) The Subscriber will not, and will not permit any of Subscriber's Representatives or any person under Subscriber's control or influence (including any Representative) to, make a public statement, press release or other communication announcing this Offering or any terms hereof or any transactions contemplated hereunder before the Company has announced this Offering.

ANTI MONEY LAUNDERING REQUIREMENTS

The USA PATRIOT Act	**What is money laundering?**	**How big is the problem and why is it important?**
The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002 all brokerage firms have been required to have new, comprehensive anti-money laundering programs. To help you understand these efforts, the Placement Agent wants to provide you with some information about money laundering and its steps to implement the USA PATRIOT Act.	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities, Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.	The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at $1 trillion a year.

As part of the Placement Agent's required program, it may ask you to provide various identification documents or other information. Until you provide the information or documents the Placement Agent needs, it may not be able to effect any transactions for you.	
What are we required to do to eliminate money laundering?	
Under rules required by the USA PATRIOT Act, the Placement Agent's anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with such laws.	

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the _____ day of _____, 2022

Number of Units Subscribed for at $100,000 per Unit: _____

Dollar Amount of Units Subscribed for $ _____

If the Subscriber is a NATURAL PERSON, purchased as an INDIVIDUAL, as JOINT TENANTS, as TENANTS IN COMMON, or as COMMUNITY PROPERTY by more than one individual:

_____
(Signature of Subscriber)

_____
(Name Typed or Printed)

_____
(Signature of Co-Subscriber)

_____
(Name Typed or Printed)

_____
Mailing Address
(if not residence)

_____
Residence Address

_____
City, State and Zip Code

_____
City, State and Zip Code

_____
Social Security Number of Subscriber

_____
Social Security Number of Co-Subscriber

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the _____ day of _____, 2022.

Number of Units Subscribed for at $100,000 per Unit: _____

Dollar Amount of Units Subscribed for $ _____

If the Subscriber is an ENTITY:

Type of Ownership: (Check One)

____ Corporation
____ Limited Partnership
____ General Partnership
____ Limited Liability Company
____ Limited Liability Partnership
____ Revocable Trust
____ Irrevocable Trust
____ Tax Exempt Organization
____ Estate
____ Other (specify) _____

Name of Entity (Print)

Signature of Subscriber's Authorized Signatory

Name of Subscriber's Authorized Signatory (Print)

Principal Business Mailing Address

Title of Authorized Signatory (Print)

City, State and Zip Code

Federal Tax Identification Number

Accepted as of the 15th day of July.

July 15, 2022

Courtside Group, Inc.

By: _____
Name:
Title:

July 15, 2022

LiveOne, Inc., solely as guarantor pursuant to Section 4(aaa) of this Subscription Agreement.

By: _____
Name:
Title:

Joseph Gunnar & Co., LLC
[for internal use only]

[Signature Page to Courtside Group, Inc. Subscription Agreement]

Exhibit 10.2

July 15, 2022

Courtside Group, Inc. (dba PodcastOne)
335 North Maple Drive, Suite 127
Beverly Hills, CA 90210

Ladies and Gentlemen:

This letter (the "Agreement") constitutes the agreement between Joseph Gunnar & Co., LLC ("Joseph Gunnar" or the "Placement Agent") and Courtside Group, Inc. (dba PodcastOne), a Delaware corporation (the "Company"), that Joseph Gunnar shall serve as the exclusive placement agent for the Company, on a "commercially reasonable efforts" basis, in connection with the proposed placement (the "Placement") of units (each a "Unit" and collectively the "Units") at a purchase price of $100,000 per Unit. Each Unit consists of (i) a Convertible Promissory Note in the principal amount of $110,000, reflecting an Original Issue Discount of 10.0% (each a "Note" and collectively the "Notes") of the Company, and (ii) a five and a half (5.5)-year warrant (each a "Warrant" and collectively the "Warrants") to purchase a number of shares of the Company's common stock, par value $0.00001 per share (the "Common Stock," each a "Warrant Share" and collectively the "Warrant Shares"), equal to a certain number of shares of Common Stock. The Common Stock issuable upon conversion of the Notes are herein referred to as the "Conversion Shares". The Units, the Notes, the Conversion Shares, the Warrants, and the Warrant Shares are collectively referred to herein as the "Securities". The terms of the Placement shall be mutually agreed upon by the Company, Joseph Gunnar and the Subscribers (each, a "Subscriber" and collectively, the "Subscribers") and nothing herein constitutes that Joseph Gunnar would have the power or authority to bind the Company or any Purchaser or an obligation for the Company to issue any Securities or complete the Placement. This Agreement and the documents executed and delivered by the Company or the Subscribers in connection with the Placement (including but not limited to the Subscription Agreement as defined below) shall be collectively referred to herein as the "Transaction Documents." Each date on which there is a closing of the Placement (each, a "Closing") shall be referred to herein as a "Closing Date." The Company expressly acknowledges and agrees that Joseph Gunnar's obligations hereunder are on a commercially reasonable efforts basis only and that the execution of this Agreement does not constitute a legal or binding commitment by Joseph Gunnar to purchase the Securities or introduce the Company to investors and does not ensure the successful placement of the Securities or any portion thereof or the success of Joseph Gunnar with respect to securing any other financing on behalf of the Company. The Placement Agent may retain other brokers or dealers to act as sub-agents or selected-dealers on its behalf in connection with the Placement. The sale of the Securities to any Purchaser will be evidenced by a subscription agreement (the "Subscription Agreement") between the Company and such Purchaser in a form reasonably acceptable to the Company and Joseph Gunnar. Prior to the signing of the Subscription Agreement, officers of the Company will be available to answer inquiries from prospective Subscribers.

SECTION 1. COMPENSATION. As compensation for the services provided by Joseph Gunnar hereunder, the Company agrees to pay to Joseph Gunnar:

(A) A cash fee payable in U.S. dollars equal to ten percent (10%) of the gross proceeds received by the Company from investors in the Placement (the "Cash Compensation"). The Cash Compensation shall be paid at each Closing of the Placement through a third party escrow agent from the gross proceeds of the Securities sold.

(B) The Company, at each Closing, will grant to the Placement Agent, non-redeemable warrants covering a number of shares of Common Stock equal to ten percent (10%) of the total number of Conversion Shares initially issuable in the Placement (the "Placement Warrants"). The Placement Warrants will be non-exercisable for two (2) months after the date of each Closing and shall be exercisable and expire five (5) years after such Closing. The Placement Warrants will be exercisable at a price per share equal to the exercise price of the Warrants. The Placement Agent will be entitled to customary demand and "piggyback" rights pursuant to FINRA Rule 5110. If so registered, the Placement Warrants and the underlying securities may not be transferred, assigned or hypothecated for a period of six (6) months following the date of effectiveness or commencement of sales of the public offering pursuant to FINRA Rule 5110(g)(1). The Placement Warrants may be exercised in whole or in part, shall provide for "cashless exercise". Notwithstanding the foregoing, the Placement Agent will not be entitled to any fees in connection with the Parent Contribution (as defined in the Transaction Documents) to the Placement (including, without limitation, any conversion of Parent Contribution securities in the Placement).

(C) Subject to compliance with FINRA Rule 5110(f)(2)(D), subject to the closing of the Placement, the Company also agrees to reimburse Joseph Gunnar for all of Joseph Gunnar's actual out-of-pocket accountable expenses upon receipt of reasonably acceptable evidence of such expenditures, including the reasonable fees of legal counsel of Joseph Gunnar and other out-of-pocket expenses up to a maximum of $40,000 at the initial Closing. Additionally, subject to the closing of the Placement, the Company all agrees to pay Joseph Gunnar a $50,000 corporate finance advisory fee at the initial Closing in connection with the Placement Agent's anticipated advisory services to be provided to the Company in connection with contemplated spin-off (the "Spin-Off") of the Company from its parent, LiveOne, Inc. ("LiveOne"). The parties acknowledge that prior to the date of this Agreement, the Placement Agent has also received $25,000 from the Company ("Advance"), which shall be applied against actual out-of-pocket accountable expenses of the Placement Agent, and such Advance shall be reimbursed to the Company to the extent any portion thereof is not actually incurred in compliance with FINRA Rule 5110(f)(2)(C) in the event of the termination of the Placement. The Company will reimburse Joseph Gunnar directly out of the gross proceeds from the initial Closing of the Placement on the terms provided herein. In the event that the Closing is not consummated for any reason or no reason, the Company shall not be responsible whatsoever and shall not pay or reimburse Joseph Gunnar and/or any of its counsel for any fees, expenses or costs.

(D) The Placement Agent reserves the right to reduce any item of compensation or adjust terms thereof as specified therein in the event that a determination shall be made by FINRA to the effect that the Placement Agent's aggregate compensation is in excess of FINRA Rules or that the terms thereof require adjustment.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Each of the representations and warranties (together with any related disclosures in the disclosure schedules appended thereto) made by the Company to the Subscribers in the Transaction Documents, is hereby incorporated herein by reference (as though fully restated herein) and is, as of the date of this Agreement, hereby made to, and in favor of, the Placement Agent. In addition to the foregoing, the Company represents and warrants to the Placement Agent that:

(A) (i) the Company has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) this Agreement has been duly authorized and executed and constitutes a legal, valid and binding agreement of such party enforceable in accordance with its terms; and (iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby does not conflict with or result in a breach of (y) the Company's certificate of incorporation or by-laws or other charter documents (other than any internal recapitalization that the Company will need to undertake prior to the issuance, if any, of the Conversion Shares and/or Warrant Shares) or (z) any agreement to which the Company is a party or by which any of its property or assets is bound (other than any consents that the Company may need to obtain and any internal recapitalization that the Company may need to undertake in connection with the consummation of a Qualified Financing or Qualified, if any, as applicable).

(B) All disclosure provided by the Company to the Placement Agent regarding the Company, its business and the transactions contemplated hereby, is true and correct in all material aspects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the foregoing does not apply to any statements or omissions made solely in reliance on and in conformity with written information furnished to the Company by the Placement Agent specifically for use in the preparation thereof.

(C) The Company has not taken and will not take any action, directly or indirectly, so as to cause the Placement not to be entitled to the exemption from registration afforded by Section 4(a)(2) and/or Rule 506(b) of the Securities Act of 1933, as amended (the "Act"). In effecting the Placement, the Company agrees to comply in all material respects with applicable provisions of the Act and any regulations thereunder and any applicable laws, rules, regulations and requirements (including, without limitation, all U.S. state law and all national, provincial, city or other legal requirements).

(D) The Placement Warrants, upon issuance in accordance with the terms herein, will be issued in compliance with all applicable federal and state securities laws. The shares of Common Stock issuable upon exercise of the Placement Warrants have been duly reserved for issuance (subject to any internal recapitalization that the Company will need to undertake prior to the issuance of the shares of Common Stock underlying the Placement Warrants), and upon issuance in accordance with the terms of the Placement Warrants and payment of the exercise price therefor (subject to any internal recapitalization that the Company will need to undertake prior to the issuance of the shares of Common Stock underlying the Placement Warrants), will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, the Placement Warrant, applicable federal and state securities laws and liens or encumbrances created by or imposed by the Placement Agent.

SECTION 3. REPRESENTATIONS OF JOSEPH GUNNAR. Joseph Gunnar represents and warrants that it (i) is a member in good standing of FINRA, (ii) is registered as a broker/dealer under the Securities Exchange Act of 1934, as amended, (iii) is licensed as a broker/dealer under the laws of the states applicable to the offers and sales of the Securities by Joseph Gunnar, (iv) is and will be a limited liability company validly existing under the laws of its place of incorporation or formation, and (v) has full power and authority to enter into and perform its obligations under this Agreement. Joseph Gunnar will immediately notify the Company in writing of any change in its status as such. Joseph Gunnar covenants that it will use its commercially reasonable efforts to conduct the Placement in compliance with the provisions of this Agreement and the requirements of applicable law.

SECTION 4. INDEMNIFICATION. The Company agrees to the indemnification and other agreements set forth in the Indemnification provisions (the "Indemnification") attached hereto as Addendum A, the provisions of which are incorporated herein by reference and shall survive the termination or expiration of this Agreement.

SECTION 5. ENGAGEMENT TERM. The Placement Agent's engagement hereunder shall be until the earlier of (i) September 2, 2022 and (ii) the final closing date of the Placement (such date, the "Termination Date" and the period of time during which this Agreement remains in effect is referred to herein as the "Term"); provided, however, that any party may terminate this Agreement upon ten (10) days prior written notice to the other parties. Notwithstanding anything to the contrary contained herein, the provisions concerning any obligation of the Company to pay any fees pursuant to Section 1 hereof, any expense reimbursement pursuant to Section 1 hereof, confidentiality, indemnification and contribution, Tail Financing or Right of First Refusal contained herein and the Company's obligations contained in the Indemnification Provisions will survive any expiration or termination of this Agreement on the terms thereof. If this Agreement is terminated prior to the completion of the Placement, all fees and expense reimbursement due to the Placement Agent, if any, shall be paid by the Company to the applicable Placement Agent on or before the Termination Date (in the event such fees are earned or owed as of the Termination Date). The Placement Agent agrees not to use any confidential information concerning the Company provided to such Placement Agent by the Company for any purposes other than those contemplated under this Agreement, subject to the terms of the Non-Disclosure Agreement entered into by the Company and the Placement Agent in connection with the engagement letter entered into by the parties on April 18, 2022 (the "NDA").

SECTION 6. CONFIDENTIAL INFORMATION. The Company agrees that any information or advice rendered by Joseph Gunnar in connection with this engagement is for the confidential use of the Company only in its evaluation of the Placement and, except as otherwise required by applicable law, rule or regulation, the Company will not disclose or otherwise refer to the advice or information in any manner without Joseph Gunnar's prior written consent. The terms of the NDA are made part hereof and incorporated by reference herein.

SECTION 7. NO FIDUCIARY RELATIONSHIP. This Agreement does not create, and shall not be construed as creating rights enforceable by any person or entity not a party hereto, except those entitled hereto by virtue of the Indemnification provisions hereof. The Company acknowledges and agrees that Joseph Gunnar is not and shall not be construed as a fiduciary of the Company and shall have no duties or liabilities to the equity holders or the creditors of the Company or any other person by virtue of this Agreement or the retention of Joseph Gunnar hereunder, all of which are hereby expressly waived.

SECTION 8. CLOSING. The obligations of the Placement Agent hereunder, and the closing of the sale of the Securities pursuant to the Subscription Agreement are subject to the accuracy, when made and on each Closing Date, of the representations and warranties on the part of the Company and its subsidiaries contained herein and in the Subscription Agreement, to the accuracy of the statements of the Company and its subsidiaries made in any certificates pursuant to the provisions hereof, to the performance by the Company and its subsidiaries of their obligations hereunder, and to each of the following additional terms and conditions, except as otherwise disclosed to and acknowledged and waived by the Placement Agent by the Company:

(A) All corporate proceedings and other legal matters incident to the authorization, form, execution, delivery and validity of each of this Agreement, the Securities and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Placement Agent, and the Company shall have furnished to such counsel all documents and information that such counsel may reasonably request to enable them to pass upon such matters.

(B) The Placement Agent shall have received as of each Closing Date the written opinion of legal counsel to the Company from Foley Shechter Ablovatskiy LLP, dated as of such Closing Date, addressed to the Placement Agent in a form and substance reasonably acceptable to Joseph Gunnar.

(C) (i) The Company or its parent shall not have sustained, any material loss or interference with its business from fire, explosion, flood, terrorist act or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth in or contemplated by the Subscription Booklet and the Subscription Agreement private for the Placement of the Securities (the "Subscription Booklet"), nor (ii) there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the business, general affairs, management, financial position, shareholders' equity, results of operations or prospects of the Company and its subsidiaries, otherwise as set forth in or contemplated by the Subscription Agreement and the Subscription Booklet, the effect of which, in any such case described in clause (i) or (ii), is, in the reasonable judgment of the Placement Agent, so material and adverse as to make it impracticable or inadvisable to proceed with the sale or delivery of the Securities on the terms and in the manner contemplated by the Subscription Agreement and the Subscription Booklet.

(D) Subject to the closing of the Placement, the Company, on behalf of itself and any successor entity, agrees that, without the prior written consent of the Placement Agent, it will not, for a period of 180 days after the date of this Agreement (the "Lock-Up Period"), (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; (ii) file or caused to be filed any registration statement with the U.S. Securities and Exchange Commission (the "Commission") relating to the offering of any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; or (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of capital stock of the Company, whether any such transaction described in clause (i), (ii) or (iii) above is to be settled by delivery of shares of capital stock of the Company or such other securities, in cash or otherwise, in each case other than Excluded Issuances. "Excluded Issuances" means any issuance or sale (or deemed issuance or sale) by the Company: (a) Common Stock issued upon the exercise of the Warrants, the Placement Agent warrants or the Notes; (b) Common Stock (as such number of shares is equitably adjusted for subsequent share splits, share combinations, share dividends and recapitalizations) issued directly or upon the exercise of options or upon the settlement of any securities issued to directors, officers, employees, consultants, agents or representatives of the Company in connection with their service as directors of the Company, their employment by the Company, their retention as consultants by the Company or services provided by them to the Company, in each case authorized by the Company's board of directors and issued pursuant to any approved equity incentive plans or other employee compensation plans of the Company (as such maybe adopted, amended, modified or restated from time to time) (collectively, the "Equity Plans") (including all such Common Stock outstanding prior to the date hereof); (c) Common Stock issued to consultants, vendors, partners, suppliers or talent pursuant to any consulting or other agreements (d) Common Stock issued upon the conversion or exercise of options (other than options covered by clause (b) above) or upon settlement of any securities issued under the Equity Plans (including all Securities and Placement Agent warrants) or Common Stock issued in exchange or conversion of Securities issued (including all of the Securities and Placement Agent warrants), provided, that other than with respect to any Common Stock issued pursuant to the Equity Plans or the Securities or the Placement Agent warrants, such securities are not amended after the date hereof to increase the number of Common Stock issuable thereunder or to lower the exercise or conversion price thereof; (e) Common Stock, options or convertible securities issued (i) to persons in connection with a joint venture, talent and/or podcast acquisition, strategic alliance or other commercial or collaborative relationship with such person (including persons that are customers, suppliers, vendors and strategic partners of the Company) relating to the operation of the Company's business and not for the primary purpose of raising equity capital, (ii) in connection with a transaction in which the Company, directly or indirectly, acquires another business or its tangible or intangible assets or the acquisition or license by the Company and/or an of its subsidiaries of the securities, businesses, property or other assets of another person, or (iii) to lenders as equity kickers in connection with debt financings of the Company, in each case where such transactions have been approved by the Company's board of directors; (f) Common Stock in an offering for cash for the account of the Company that is underwritten on a best efforts or firm commitment basis and is registered with the Commission under the Securities Act; (g) shares of Common Stock, options or convertible securities issued to the lessor or vendor in any office lease or equipment lease or similar equipment financing transaction in which the Company obtains the use of such office space or equipment for its business; (h) any issuances to any underwriters or placements agents as equity compensation in connection with their services provided to the Company; (i) any securities issued in the Qualified Financing or Qualified Event; or (j) any securities issued to LiveOne in connection with anticipated spinout of such securities to LiveOne's stockholders in connection with the Qualified Financing or Qualified Event, as applicable.

(E) Subsequent to the execution and delivery of this Agreement and up to each Closing Date, there shall not have occurred any of the following: (i) a banking moratorium shall have been declared by federal or state authorities or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States, (ii) the United States shall have become engaged in hostilities in which it is not currently engaged, the subject of an act of terrorism, there shall have been an escalation in hostilities involving the United States, or there shall have been a declaration of a national emergency or war by the United States, or (iii) there shall have occurred any other calamity or crisis or any change in general economic, political or financial conditions in the United States or elsewhere, if the effect of any such event in clause (ii) or (iii) makes it, in the sole and reasonable judgment of the Placement Agent, impracticable or inadvisable to proceed with the sale or delivery of the Securities on the terms and in the manner contemplated by the Subscription Agreement.

(F) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would, as of each Closing Date, prevent the issuance or sale of the Securities or materially adversely affect or potentially and materially adversely affect the business or operations of the Company; and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued as of each Closing Date which would prevent the issuance or sale of the Securities or materially and materially adversely affect or potentially materially adversely affect the business or operations of the Company.

(G) The Company shall have entered into a Subscription Agreement with each of the Subscribers and such agreements shall be in full force and effect and shall contain representations, warranties and covenants of the Company as agreed between the Company and the Subscribers.

(H) On or prior to each Closing Date, the Company shall have furnished to the Placement Agent such further information, certificates and documents as the Placement Agent may reasonably request.

(I) On or prior to each Closing Date, the Placement Agent shall have received copies of all waiver and acknowledgements required to be obtained by the Company pursuant to the Subscription Agreement, if any.

(J) The Company and the Placement Agent shall have entered into an escrow agreement (the "Escrow Agreement") with a commercial bank or trust company reasonably satisfactory to both parties pursuant to which the Subscribers shall deposit their subscription funds in an escrow account and the Company and the Placement Agent shall jointly authorize the disbursement of the funds from the escrow account. The Company shall pay the reasonable fees of the escrow agent.

(K) The Placement Agent shall have completed its due diligence investigation of the Company to the satisfaction of the Placement Agent and its counsel, including without limitation, its due diligence investigation and analysis of: (i) the Company's officers, directors, employees, affiliates, customers and suppler; and (ii) the Company's audited historical financial statements as may be required by the Act and rules and regulations of the Commission thereunder; and (iii) the Company's prospects.

(L) FINRA shall have raised no objection to the fairness and reasonableness of the terms and arrangements of this Agreement that may not otherwise be cured. In addition, the Company shall, if requested by the Placement Agent, make or authorize Placement Agent's counsel to make on the Company's behalf, an issuer filing with FINRA pursuant to FINRA Rule 5123 with respect to the Placement and pay filing fees required in connection therewith, if any.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Placement Agent.

SECTION 9. COVENANTS AND OBLIGATIONS.

(A) Following the Closing of the Offering, the Placement Agent shall be entitled to a cash fee equal to ten percent (10.0%) of the gross proceeds received by the Company from the sale of the securities to any investor actually directly introduced by the Placement Agent to the Company during the Engagement Period (the "Tail Financing"), and such Tail Financing is consummated at any time during the twelve (12) month period following the earlier of termination or expiration of the Engagement Period, provided that such financing is by a party actually directly introduced by the Placement Agent to the Company in an offering in which the Company has direct knowledge of such party's participation, unless the Company or LiveOne has a pre-existing and documented relationship with, or as of the date hereof knows of, such party. The Placement Agent will provide the company a list of all parties introduced to the Company.

(B) Following the Closing of the Offering, the Placement Agent shall have an irrevocable right of first refusal (the "Right of First Refusal"), for a period of twelve (12) months after the date the Offering is completed, to act as sole co-lead investment bankers, sole co-lead book-runners, and/or sole co-lead Placement Agent, at the Placement Agent's sole discretion, for each and every future public and private equity offering, including all equity linked financings (each, a "Subject Transaction"), during such twelve (12) month period, of the Company, or any successor to or any current or future subsidiary of the Company, on terms customary to the Placement Agent for such Subject Transactions. The Placement Agent shall have the sole right to determine whether or not any other broker dealer shall have the right to participate in the Subject Transactions and the economic terms of such participation, subject to the Company's prior reasonable consent. For the avoidance of any doubt, in the event of a closing of the Offering, the Company shall not retain, engage or solicit any additional investment bankers, book-runners, underwriters and/or placement agents in a Subject Transaction without the express written consent of the Placement Agent.

SECTION 10. GOVERNING LAW. This Agreement will be governed as to validity, interpretation, construction, effect and in all other respects by the internal law of the State of New York. The Company and the Placement Agent each (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (ii) waives any objection to the venue of any such suit, action or proceeding, and the right to assert that such forum is an inconvenient forum, and (iii) irrevocably consents to the jurisdiction of the New York State Supreme Court, County of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the Company and the Placement Agent further agrees to accept and acknowledge service of any and all process that may be served in any such suit, action or proceeding in the New York State Supreme Court, County of New York, or in the United States District Court for the Southern District of New York and agree that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process in any such suit, action or proceeding. The parties hereby expressly waive all rights to trial by jury in any suit, action or proceeding arising under this Agreement.

SECTION 11. ENTIRE AGREEMENT/MISC. This Agreement (including the attached Indemnification provisions) and the NDA embody the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings, relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both Joseph Gunnar and the Company. The representations, warranties, agreements and covenants contained herein shall survive the closing of the Placement and delivery of the Securities, as applicable. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or a .pdf format file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original thereof. The Company agrees that the Placement Agent may rely upon, and is a third party beneficiary of, the representations and warranties, and applicable covenants set forth in any such purchase, subscription or other agreement with the Subscribers in the Placement. All amounts stated in this Agreement are in US dollars unless expressly stated.

SECTION 12. NOTICES. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is sent to the email address specified on the signature pages attached hereto prior to 6:30 p.m. (New York City time) on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is sent to the email address on the signature pages attached hereto on a day that is not a Business Day or later than 6:30 p.m. (New York City time) on any Business Day, (c) the third Business Day following the date of mailing, if sent by U.S. internationally recognized air courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to remain closed; provided that banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place," "non-essential employee" or similar closure of physical branch locations at the direction of any governmental authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day. The address for such notices and communications shall be as set forth on the signature pages hereto.

SECTION 13. PRESS ANNOUNCEMENTS. The Company agrees that the Placement Agent shall, from and after any Closing, have the right to reference the Placement and the Placement Agent's role in connection therewith in the Placement Agent's marketing materials and on its website and to place advertisements in financial and other newspapers and journals, in each case at its own expense, provided such publicizing shall not impact the Company's ability to conduct the Placement pursuant to all applicable securities laws.

SECTION 14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. This Agreement or any obligations or rights hereunder may not be assigned any party hereto without the other party's prior written consent.

SECTION 15. HEADINGS; LANGUAGE. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The official language of this Agreement is the English language and it shall be interpreted in the English language for all purposes.

[*The remainder of this page has been intentionally left blank.*]

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Joseph Gunnar the enclosed copy of this Agreement.

Very truly yours,

JOSEPH GUNNAR & CO., LLC

By: /s/ *Stephan Stein*
Name: Stephan Stein
Title: President

Address for notice:
30 Broad Street, 11th Floor
New York, New York 10004
Attention: Stephan Stein
Email: sstein@jgunnar.com

Accepted and Agreed to as of
the date first written above:

COURTSIDE GROUP, INC.

By: /s/ *Kit Gray*
Name: Kit Gray
Title: President

Address for notice:
President
Courtside Group, Inc. (dba PodcastOne)
335 North Maple Drive, Suite 127
Beverly Hills, CA 90210

ADDENDUM A

INDEMNIFICATION PROVISIONS

Capitalized terms used in this Addendum shall have the meanings ascribed to such terms in the Agreement to which this Addendum is attached:

In addition to and without limiting any other right or remedy available to the Placement Agent and the Indemnified Parties (as hereinafter defined), to the extent permitted by law, the Company agrees to indemnify and hold harmless Placement Agent and each of the other Indemnified Parties from and against any and all losses, claims, damages, obligations, penalties, judgments, awards, liabilities, reasonable and accountable out-of-pocket costs, reasonable and accountable out-of-pocket expenses and reasonable disbursements, and any and all actions, suits, proceedings and investigations in respect thereof and any and all reasonable legal and other reasonable costs, expenses and disbursements in giving testimony or furnishing documents in response to a subpoena or otherwise (including, without limitation, the reasonable and accountable out-of-pocket costs, out-of-pocket expenses and disbursements, as and when incurred, of investigating, preparing, pursing or defending any such action, suit, proceeding or investigation (whether or not in connection with litigation in which any Indemnified Party is a party)) (collectively, "Losses"), directly or indirectly, caused by, relating to, based upon, arising out of, or in connection with, Placement Agent's acting for the Company and as a Placement Agent, including, without limitation, any act or omission by Placement Agent in connection with its acceptance of or the performance or nonperformance of its obligations under the Agreement between the Company and Placement Agent to which these indemnification provisions are attached and form a part, any breach by the Company of any representation, warranty, covenant or agreement contained in the Agreement (or in any instrument, document or agreement relating thereto or referred to therein, including the Subscription Agreements and any agency agreement), or the enforcement by Placement Agent of its rights under the Agreement or these indemnification provisions, except to the extent that any such Losses relate to or arise out of fraud, recklessness, bad faith, gross negligence or willful misconduct of the Placement Agent or any other Indemnified Party.

The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of Placement Agent by the Company or for any other reason, except to the extent that any Loss relates to or arise out of fraud, recklessness, bad faith, gross negligence or willful misconduct of the Placement Agent or any other Indemnified Party.

These Indemnification Provisions shall extend to the following persons (collectively, the "Indemnified Parties"): the Placement Agent, its affiliated entities, managers, members, officers, directors, shareholders, partners, employees, legal counsel, agents, representatives, and controlling persons (within the meaning of the federal securities laws), and the officers, directors, partners, shareholders, members, managers, employees, legal counsel, agents, representatives and controlling persons of any of them. These indemnification provisions shall be in addition to any liability, which the Company may otherwise have to any Indemnified Party.

If any action, suit, proceeding or investigation is commenced, as to which an Indemnified Party proposes to demand indemnification, it shall notify the Company with reasonable promptness; provided, however, that any failure by an Indemnified Party to notify the Company shall not relieve the Company from its obligations hereunder. An Indemnified Party shall have the right to retain one counsel of its own choice to represent it, and the reasonable fees, expenses and disbursements of such counsel shall be borne by the Company. Any such counsel shall, to the extent consistent with its professional responsibilities, reasonably cooperate with the Company and any counsel designated by the Company. The Company shall be liable for any settlement of any claim against any Indemnified Party made with the Placement Agent's and the Company's written consent. The Company shall not, without the prior written consent of Placement Agent, settle or compromise any claim, or permit a default or consent to the entry of any judgment in respect thereof, unless such settlement, compromise or consent (i) includes, as an unconditional term thereof, the giving by the claimant to all of the Indemnified Parties of an unconditional release from all liability in respect of such claim, and (ii) does not contain any factual or legal admission by or with respect to an Indemnified Party or an adverse statement with respect to the character, professionalism, expertise or reputation of any Indemnified Party or any action or inaction of any Indemnified Party.

In order to provide for just and equitable contribution, if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification in such case, then the Company shall contribute to the Losses to which any Indemnified Party may be subject (i) in accordance with the relative benefits received by the Company and its shareholders, subsidiaries and affiliates, on the one hand, and the Indemnified Party, on the other hand, from the Placement of the Securities and (ii) if (and only if) the allocation provided in clause (i) of this sentence is not permitted by applicable law, in such proportion as to reflect not only the relative benefits, but also the relative fault of the Company, on the one hand, and the Indemnified Party, on the other hand, in connection with the statements, acts or omissions which resulted in such Losses as well as any relevant equitable considerations. No person found liable for a fraudulent misrepresentation shall be entitled to contribution from any person who is not also found liable for fraudulent misrepresentation. The relative benefits received (or anticipated to be received) by the Company and its shareholders, subsidiaries and affiliates shall be deemed to be equal to the aggregate consideration received or receivable by the Company in connection with the Placement of Securities relative to the amount of fees actually received by Placement Agent in connection with such Placement. Notwithstanding the foregoing, in no event shall the amount contributed by all Indemnified Parties exceed the amount of fees previously received by Placement Agent pursuant to the Agreement.

Neither termination nor completion of the Agreement shall affect these Indemnification Provisions which shall remain operative and in full force and effect. The Indemnification Provisions shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Indemnified Parties and their respective successors, assigns, heirs and personal representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum to that certain Placement Agency Agreement dated as of this 15th day of July, 2022.

JOSEPH GUNNAR & CO., LLC

By: /s/ *Stephan Stein*
Name: Stephan Stein
Title: President

Address for notice:
30 Broad Street, 11th Floor
New York, New York 10004
Attention: Stephan Stein
Email: sstein@jgunnar.com

Accepted and Agreed to as of
the date first written above:

COURTSIDE GROUP, INC.

By: /s/ *Kit Gray*
Name: Kit Gray
Title: President

Address for notice:
Chief Executive Officer
Courtside Group, Inc. (dba PodcastOne)
335 North Maple Drive, Suite 127
Beverly Hills, CA 90210