

TICKET SPICKET, LLC
TICKETING SERVICES AGREEMENT

THIS TICKETING SERVICES AGREEMENT ("Agreement") is made by and between Ticket Spicket, LLC, a Virginia limited liability company with a principal place of business at 2400 Old Brick Road, Glen Allen, Virginia 23060 ("Ticket Spicket,"), and _____, with a principal address of _____ ("Client"), referred to jointly as the "Parties," hereby agree as follows:

1. OUR SERVICES AND RESPONSIBILITIES

Ticket Spicket shall

- (i) display and list Client's ticketed event (the "Event") in Ticket Spicket's web and mobile application (the "App");
- (ii) accept and process orders and payments (the "Payments") made by Client's patrons (the "Patrons") through the App for ticketed entry to Client's Event;
- (iii) process all credit card and other accepted payment methods used for Payments;
- (iv) provide Client with records of all charges and fees relating to any Payments made through the App; and
- (v) within seven (7) business days post Event, deliver to Client the amount owed under this Agreement (the "Payout").

2. FEES, CHARGES, AND PAYMENT METHODS

2.1 OVERVIEW

Ticket Spicket charges a per-ticket fee for the Services (the, "Fees") described in Schedule A. From time to time, Ticket Spicket may find it necessary to adjust the Fees, however, Ticket Spicket will notify Client in writing at least 30 days in advance of any Fee changes. Client may terminate the agreement within 15 days after receiving such notice.

2.2 SERVICES.

(A) PAYMENT PROCESS.

Client will declare the face value (the "Face Value") for each ticket or pass being sold. Ticket Spicket shall assess the additional Fees per ticket, indicated in Schedule A of this Agreement, and include the same as part of the total ticket price (the "Total Ticket Price").

After the Patron's Payment, Ticket Spicket will remit the "Face Value" to the Client within seven (7) business days after the ending date of the Event.

(B) REFUNDS.

Client may authorize the issuance of a refund of the Face Value at its sole discretion. Client is responsible for notifying Ticket Spicket of refund policies for each Event, and shall ensure that all refunds are consistent with the terms of this Agreement.

(i) Refund procedure. Patrons must request refunds from the Client. The Client must then contact Ticket Spicket directly to initiate refund processing. Ticket Spicket will issue refunds at the request of the **Client only**, and will not process refund requests from Patrons without prior authorization from the Client.

(ii) Canceled Events. Ticket Spicket shall treat Event cancellations as refunds and shall issue a refund to all Patrons who have purchased tickets for the Cancelled event.

(iii) Notwithstanding the foregoing, Ticket Spicket may force or provide a refund to Patrons at its reasonable discretion. Ticket Spicket shall have no liability whatsoever in connection with or arising from any such decision to force or provide refunds.

(C) CREDIT CARD CHARGEBACKS.

Ticket Spicket will work with the Client to review any credit card chargeback from Patron transactions on a case by case basis. If warranted, Ticket Spicket will make a reasonable effort to dispute a chargeback with the payment processing company.

If the chargeback dispute is rejected, the chargeback amount, plus any applicable fees, will be charged back to the Client. Ticket Spicket in its sole discretion may either (i) deduct these costs from the Payout; or (ii) send an invoice to the Client for such costs if no Payout balance exists. Client shall not hold Ticket Spicket responsible or liable in any way for chargebacks issued in the course of the use the Services, and shall indemnify and hold harmless Ticket Spicket for the same.

(D) CONFIRMATION.

Upon receipt of payment from each Patron, Ticket Spicket generates a confirmation message and issues a unique digital ticket QR code and confirmation number. Client shall accept, honor, and fulfill all ticketing commitments confirmed by Ticket Spicket through the Services.

3. TAXES; WITHHOLDING.

Client is responsible for (and will indemnify and hold harmless Ticket Spicket against) all taxes or other governmental charges associated with the Event or use of the Services.

4. REPRESENTATIONS AND WARRANTIES

Client represents and warrants the following:

- (i) Client is an administrator, coordinator, host, or manager of the Event;
- (ii) Client has the authority and right to offer, sell, and honor tickets to the Event;
- (iii) the Event and the sale of tickets to the Event does not constitute a violation of any federal, state, and/or local law.

5. CUSTOMER SUPPORT

Ticket Spicket will provide technical and other customer support to Clients using the Services. Contact Ticket Spicket through support@ticketspicket.com or by calling 1-855-96-TICKET. Ticket Spicket will use best efforts to provide support in a timely manner.

6. CONFIDENTIALITY AND NON-DISCLOSURE

Client understands and acknowledges that Ticket Spicket is the owner of valuable trade secrets and confidential, non-public, and proprietary information (collectively "Confidential Information"). Client acknowledges the Services involve the furnishing of Confidential Information, and agrees to use best efforts to protect all Confidential Information from disclosure. Client shall not disclose, distribute, sell, license, transmit, or disseminate any Confidential Information to any other party unless complying with public records laws as required by a public entity.

7. SPONSORSHIP

Client reserves the right to solicit sponsorship, set the pricing, and collect revenue for events hosted on the Ticket Spicket platform.

8. TERM OF AGREEMENT

The "Effective Date" of this Agreement is the date it is accepted by an authorized representative of the Client and shall continue for a period of thirty-six (36) months (the "Initial Term"). Following the Initial Term, upon mutual written agreement by both parties at least thirty (30) days prior to the scheduled expiration date of the then current term, this Agreement shall renew for a two (2) year additional term. Client may terminate this agreement upon 30 days written notice to Ticket Spicket.

Immediately upon termination, Ticket Spicket shall cease providing the Services. Ticket Spicket shall tender the balance of any Payouts due to Client within thirty (30) calendar days. If Client owes any monies under this Agreement, Client shall tender the same within thirty (30) days notice

to the address provided below.

9. USE OF SCHOOL BRANDING

Client grants to Ticket Spicket a limited, worldwide, royalty-free license to reproduce and display its company, school, or organizational name, logos and trademarks (and to authorize our service providers and media outlets to do so) in connection with the Services and in advertising or promotional materials, in any and all media whether now or hereafter existing.

10. MISCELLANEOUS

No waiver of any provisions of this Agreement shall constitute a waiver of the entire Agreement. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. If any provision of this agreement shall at any time be deemed invalid or illegal by a court of competent jurisdiction, the remainder of agreement shall continue in full force and effect. This Agreement and those incorporated herein by reference terminate and supersede all prior understandings or agreements on the subject matter and constitutes the full and complete agreement between the parties.

This agreement may be modified only in a writing signed by both Parties. This agreement shall be governed by and construed under the laws of the State of California. Any action arising from or pertaining to this agreement shall be brought in a court of competent jurisdiction in Riverside County, California. The parties agree that electronic or photocopies of the original of this agreement shall be afforded the same force and effect as the originally signed copy of this agreement.

IN WITNESS THEREOF, the Parties, intending to be legally bound, execute this Agreement as follows:

CLIENT:

BY: _____

Printed Name: _____

Title: _____

Date: _____

TICKET SPICKET, LLC:

BY: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A
Fees, Payments, and Payouts

Ticket Fees:

The following table indicates the terms of the Fees per ticket sold, when purchased as an individual ticket and by using a season pass or Ticket Spicket credit. These fees apply to each payment made by the Patron.

	Fee Amount
General Admission Ticket	+5% of Ticket Face Value plus \$0.50 per Ticket
Reserved Ticket	+5% of Ticket Face Value plus \$0.75 per Ticket
Season Pass	+5% of Pass Face Value

The following table shows example transactions using a \$6 General Admission ticket.

# Tickets Purchased	Ticket Cost	+ Ticket Spicket Fee	= Total Cost
1 Ticket	\$6.00	\$0.80	\$6.80
2 Tickets	\$12.00	\$1.60	\$13.60
5 Tickets	\$30.00	\$4.00	\$34.00

Payouts:

All payouts will be provided via [Check or ACH transfer] to the account of the Client's choosing. Payments will be made within 7 business days after the event has taken place.

The Payout to the Client shall equal the Face Value of any tickets sold less any credit card chargebacks and/ or taxes, as detailed in Sections 2.2(c) and 3, respectively.