

CONSIGNMENT AGREEMENT

This Consignment Agreement ("Agreement") is entered into on this ___ day of _____ ("Effective Date") by and between The Ticket Collective, a Delaware limited liability company (the "Company"), and _____ ("CONSIGNEE"). The Company and CONSIGNEE may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, the Company is a ticket resale company specializing in concerts, sports, and theater events;

WHEREAS, CONSIGNEE desires to enter into an agreement for the Company to provide financing and resale services for tickets CONSIGNEE owns; and

WHEREAS, the Company and CONSIGNEE wish to memorialize the terms and conditions under which the Company will provide financing and resale services and will act as CONSIGNEE's exclusive resale agent in writing through this Agreement.

THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Company and CONSIGNEE agree as follows:

1. Purchasing of Tickets

CONSIGNEE will use its own personal information to create and open ticket purchasing accounts on websites such as Ticketmaster.com. Company will inform CONSIGNEE of the specific tickets it is willing to service for CONSIGNEE including the event name, number of tickets, parameters of the location and cost of the tickets and, if applicable, links to purchase the tickets. The Company will provide CONSIGNEE with Company-issued credit or gift cards enrolled in the CONSIGNEE's name. The credit or gift card will be part of the Company or its designee's account and the Company or its designee will be billed for charges on the account. CONSIGNEE agrees to only use the credit or gift card to purchase tickets according to the terms of this Agreement. CONSIGNEE will contact the Company when it is ready to purchase tickets and the Company will either confirm its intent to resell those tickets on

CONSIGNEE's behalf or not. If approved, the Company will authorize the use of the credit or gift card. Upon receipt of tickets obtained by CONSIGNEE after the Company's approval, CONSIGNEE will promptly transfer those tickets to the Company so Company can act as CONSIGNEE's agent and provide the resale services. Title and ownership of the tickets will always remain with CONSIGNEE. The Company shall have sole discretion as to those resale services it provides including pricing, transaction terms and where the tickets will be listed for sale. CONSIGNEE represents and warrants that it will stay within any applicable ticket limit set by the issuer of the tickets and will comply with all applicable law. CONSIGNEE agrees to indemnify, defend and hold harmless the Company from and against all losses, damages, and expenses, including reasonable attorneys' fees and costs, resulting from any claim, action, or proceeding arising from, resulting from, or relating to a breach of the representations and warranties made by CONSIGNEE.

2. Compensation

The Parties acknowledge that compensation for the Company's resale services may vary on a transaction-by-transaction basis. For each resale transaction, the Company shall first recoup all amounts advanced or charged for the purchase of the applicable ticket(s). Following such recoupment, the Company shall deduct a service fee or commission in an amount or percentage communicated to CONSIGNEE at or prior to the time of purchase authorization. Any remaining net proceeds shall be remitted to CONSIGNEE within ten (10) business days after the Company's receipt of the resale revenue. The Parties agree that compensation terms may be updated from time to time and communicated electronically without requiring a formal amendment to this Agreement.

3. Term and Exclusivity

Commencing on the date hereof, this Agreement shall continue in effect for a period of one year. The Company may terminate this Agreement for any reason upon written notice to CONSIGNEE. During the term of this Agreement, CONSIGNEE will not resell any tickets through anyone other than the Company. If CONSIGNEE wants to purchase tickets for its own personal use it shall obtain the prior consent of the Company which consent shall be in the sole discretion of the Company.

4. Rights

CONSIGNEE agrees that any ticket, contract or any other right related to the accounts or cards opened and tickets obtained under this Agreement shall be the property of the CONSIGNEE. Upon request, CONSIGNEE shall assign and transfer any such rights to the Company or its designee. CONSIGNEE agrees to take any and all steps, and to execute any

and all documents, necessary to carry out the intent of this Agreement. CONSIGNEE understands and agrees that the Company may assign this Agreement or its rights hereunder, or otherwise designate another person or entity as the designee of its rights under this Agreement, in its sole and absolute discretion.

5. Independent Contractor Status

It is the intention of the parties that CONSIGNEE is and shall be an independent contractor and not an employee or partner of the Company. CONSIGNEE shall not have the authority to bind the Company to any contracts or obligations. The CONSIGNEE shall not be treated as an employee for any tax purposes and shall be solely responsible for all taxes associated with compensation earned.

6. Choice of Law and Disputes

This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any disputes shall be brought exclusively in the state or federal courts located in Montgomery County, Maryland. The non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and costs.

7. Severability

If any provision of this Agreement is held invalid, such provision shall be limited only to the extent necessary to comply with applicable law, and the remainder of the Agreement shall remain in full force and effect.

8. Electronic Acceptance; Binding Effect

By clicking "Accept," checking a box, or otherwise electronically indicating assent to this Agreement, CONSIGNEE acknowledges and agrees that such action constitutes CONSIGNEE's electronic signature; CONSIGNEE agrees to be bound by all terms of this Agreement; and this Agreement is fully enforceable as if physically signed in ink. No handwritten signature is required for validity, enforceability, or admissibility.

ACCEPTANCE

By clicking "Accept," CONSIGNEE agrees to be bound by the terms of this Consignment Agreement as of the Effective Date.

