

METATICKET — EVENT ORGANIZER AGREEMENT

Last Updated: [Date]

Parties:

- **MetaTicket LLC**, a Georgia limited liability company (“Platform” or “MetaTicket”)
 - **[Organizer Name]**, a [Entity Type] (“Organizer”)
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1. PURPOSE

This Event Organizer Agreement (“Agreement”) establishes the terms under which Organizer may list, promote, and sell event admission through NFT Tickets on the MetaTicket platform. This Agreement is separate from the Venue Partner Agreement and applies specifically to entities organizing events, whether or not they operate the venue.

2. ORGANIZER OBLIGATIONS

2.1 Event Listing Accuracy. Organizer shall provide accurate and complete information for each event, including:

- (a) Event name, description, date, time, and duration;
- (b) Venue name, address, and capacity;
- (c) Performer/artist lineup;
- (d) Ticket categories, pricing, and available quantity;
- (e) Age restrictions, accessibility accommodations, and prohibited items;
- (f) Cancellation and refund policies specific to the event.

2.2 Legal Compliance. Organizer is solely responsible for:

- (a) Obtaining all necessary permits, licenses, and approvals required for the event under federal, state (Georgia), and local law;
- (b) Compliance with the Americans with Disabilities Act (ADA);
- (c) Compliance with Georgia fire code, occupancy limits, and safety regulations;
- (d) Compliance with the Georgia Ticket Broker Act (O.C.G.A. § 43-4B-25 et seq.) to the extent applicable to Organizer’s ticketing practices;
- (e) Collection and remittance of all applicable taxes, including Georgia sales and use taxes and any local amusement or entertainment taxes, unless MetaTicket is designated as the Merchant of Record in a separate Event Addendum;

(f) Compliance with Georgia's Fair Business Practices Act (O.C.G.A. § 10-1-390 et seq.) in all advertising and consumer-facing representations regarding the event.

2.3 Performer and Artist Agreements. Organizer represents that it has secured all necessary rights, licenses, and performer agreements to host the event and to authorize the issuance of NFT Tickets associated with performer likenesses, names, or content.

2.4 Smart Contract Royalty Configuration. For events utilizing Smart Contract royalties on Secondary Sales:

(a) Organizer shall specify the Royalty percentages to be allocated to Organizer, artists, and MetaTicket in the Event Addendum;

(b) Organizer is responsible for distributing artist royalties received through the Smart Contract in accordance with Organizer's agreements with performers, unless MetaTicket is designated to distribute directly to artist Wallets;

(c) Smart Contract Royalty parameters are immutable once deployed. Organizer must confirm all parameters before deployment.

3. NFT TICKET CONFIGURATION

3.1 For each event, Organizer and MetaTicket shall agree on the following in an Event Addendum:

- (a) Total number of NFT Tickets to be minted;
- (b) Ticket tiers, categories, and pricing;
- (c) Transfer restrictions (price caps, lock periods, platform-only restrictions);
- (d) Smart Contract Royalty percentages for Secondary Sales;
- (e) Gas Fee allocation (Organizer, Attendee, or MetaTicket);
- (f) Post-event NFT utility (if any);
- (g) Refund mechanism for canceled events.

3.2 Overselling Prohibition. Organizer shall not authorize the minting of NFT Tickets exceeding the venue's actual capacity for the specified event configuration. MetaTicket may implement technical safeguards to prevent over-minting, but ultimate responsibility for capacity compliance rests with Organizer.

4. FEES AND PAYMENT

4.1 Service Fee. MetaTicket shall retain a service fee of **[Percentage]**% of the face value of each NFT Ticket sold in Primary Sales.

4.2 Processing Fee. A payment processing fee of **[\$Amount]** per ticket applies to each Primary Sale.

4.3 Secondary Sale Commission. MetaTicket retains **[Percentage]**% of the sale price on Secondary Sales facilitated through the Platform, in addition to any Smart Contract Royalties.

4.4 Payment Terms. MetaTicket shall remit net proceeds to Organizer on a **[Weekly / Biweekly]** basis, within **[seven (7)]** business days following the close of each payment period, to Organizer's designated bank account or Wallet.

4.5 Holdback. MetaTicket may retain up to **[10]%** of net proceeds as a holdback for a period of **[thirty (30)]** days following each event to cover potential chargebacks, refunds, and disputes. The holdback balance shall be released to Organizer after the holdback period, less any deductions for actual chargebacks or refund costs.

5. CANCELLATION AND REFUND OBLIGATIONS

5.1 If Organizer cancels an event:

- (a) Organizer shall notify MetaTicket immediately and no later than **twenty-four (24) hours** after the cancellation decision;
- (b) Organizer shall bear full financial responsibility for refunding all Attendees;
- (c) MetaTicket shall facilitate refund processing through the Platform;
- (d) MetaTicket's Service Fees on canceled events are **non-refundable**, except where MetaTicket's failure caused the cancellation;
- (e) Refunds shall comply with Georgia law, including O.C.G.A. § 43-4B-28 (full refund when event is canceled and not rescheduled).

5.2 If MetaTicket's Platform failure causes an event's ticket sales to fail:

- (a) MetaTicket shall refund its Service Fees and Processing Fees;
- (b) MetaTicket shall cooperate with Organizer to implement alternative ticketing solutions.

6. INDEMNIFICATION

6.1 Organizer Indemnification. Organizer agrees to indemnify, defend, and hold harmless MetaTicket from claims arising from:

- (a) The event (personal injury, property damage, death);
- (b) Organizer's breach of this Agreement;
- (c) Failure to comply with applicable laws;
- (d) Infringement of third-party intellectual property rights by Organizer's content;
- (e) Organizer's failure to fulfill refund obligations.

6.2 MetaTicket Indemnification. MetaTicket agrees to indemnify Organizer from claims arising from:

- (a) Material defects in MetaTicket's Platform or Smart Contracts;
 - (b) MetaTicket's breach of data protection obligations;
 - (c) Infringement by MetaTicket's proprietary technology.
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7. LIMITATION OF LIABILITY

7.1 METATICKET'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY ORGANIZER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

7.2 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

7.3 These limitations do not apply to indemnification obligations, gross negligence, willful misconduct, or fraud.

8. INTELLECTUAL PROPERTY

8.1 Each Party retains ownership of its pre-existing intellectual property.

8.2 Organizer grants MetaTicket a non-exclusive, royalty-free license to use Organizer's trademarks, logos, and event content solely for listing, promoting, and selling NFT Tickets for Organizer's events.

8.3 NFT Ticket artwork and metadata shall be governed by the intellectual property terms specified in the Event Addendum.

9. DATA PROTECTION

9.1 MetaTicket shall process Attendee personal data in accordance with its Privacy Policy and any executed Data Processing Agreement.

9.2 Organizer may access Attendee data (names, email addresses) solely for the purpose of event management, admission, and communication related to the specific event. Organizer shall not use Attendee data for unrelated marketing purposes without Attendee consent.

9.3 Both Parties shall comply with applicable data protection laws, including CCPA and GDPR where applicable.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the Effective Date and continues for **one (1) year**, automatically renewing for successive one-year terms unless either Party provides sixty (60) days' written notice of non-renewal.

10.2 Termination for Convenience. Either Party may terminate with **thirty (30) days'** written notice.

10.3 Termination for Cause. Either Party may terminate immediately upon:

- (a) Material breach uncured for thirty (30) days after written notice;
- (b) Insolvency, bankruptcy, or assignment for creditors' benefit;
- (c) Fraud, criminal activity, or willful misconduct.

10.4 Effect of Termination. Upon termination, MetaTicket shall fulfill obligations for events already listed and tickets already sold. Outstanding payments shall be settled within thirty (30) days.

11. DISPUTE RESOLUTION

11.1 Disputes shall be resolved through: (1) good-faith negotiation (30 days); (2) mediation in Atlanta, Georgia; (3) binding arbitration under AAA Commercial Rules in Atlanta, Georgia.

11.2 The prevailing Party is entitled to reasonable attorneys' fees.

12. GOVERNING LAW

This Agreement is governed by the laws of the **State of Georgia**, without regard to conflict-of-law principles. Subject to the arbitration provisions above, the Parties consent to exclusive jurisdiction in **Fulton County, Georgia**.

13. GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement, together with all Event Addenda, constitutes the entire agreement between the Parties.

13.2 Amendments. Amendments require written agreement signed by both Parties.

13.3 Severability. Invalid provisions shall be modified to the minimum extent necessary.

13.4 Independent Contractors. The Parties are independent contractors.

13.5 Force Majeure. Neither Party is liable for delays caused by events beyond reasonable control.

13.6 Electronic Signatures. Electronic signatures are valid under the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.) and the federal E-Sign Act.

SIGNATURES

MetaTicket LLC

By: _____ | Date: ____

Name: _____ | Title: _____

[Organizer Name]

By: _____ | Date: ____

Name: _____ | Title: _____

This document does not constitute legal advice. All parties should consult with qualified legal counsel licensed in Georgia before execution.