

VENUE PARTNER AGREEMENT

MetaTicket LLC — NFT-Based Event Ticketing Platform

Effective Date: [Date]

Parties:

- **MetaTicket LLC**, a Georgia limited liability company, with its principal place of business in Atlanta, Georgia (“Platform” or “MetaTicket”)
- **[Venue Name]**, a [Entity Type] organized under the laws of [State], with its principal place of business at [Address] (“Partner” or “Venue”)

Each individually a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, MetaTicket operates a blockchain-based event ticketing platform that issues event admission tickets as Non-Fungible Tokens (“NFT Tickets”) on a supported blockchain network;

WHEREAS, Partner operates an event venue and desires to utilize MetaTicket’s NFT ticketing technology, digital listing, and check-in systems for Partner’s events;

WHEREAS, the Parties desire to establish the terms and conditions under which MetaTicket will provide ticketing services and Partner will list events on the Platform;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 “Blockchain” means the distributed ledger technology on which NFT Tickets are minted, transferred, and recorded.

1.2 “NFT Ticket” means a Non-Fungible Token minted on the Blockchain that serves as a digital admission credential for an event listed on the Platform.

1.3 “Smart Contract” means the self-executing code deployed on the Blockchain that governs the minting, transfer, and royalty distribution of NFT Tickets.

1.4 “Primary Sale” means the initial sale of an NFT Ticket from the Platform to an end-user purchaser.

1.5 “Secondary Sale” means any subsequent resale or transfer of an NFT Ticket after the Primary Sale, whether conducted on or off the Platform.

1.6 “Royalty” means the percentage of each Secondary Sale price automatically distributed via Smart Contract to designated recipients, including the Partner and/or performing artists.

1.7 “Wallet” means the digital cryptocurrency wallet designated by a Party for receipt of payments and NFT Ticket-related proceeds.

1.8 “Platform Services” means the digital event listing, NFT Ticket minting, point-of-sale processing, check-in validation, analytics dashboard, and related technology services provided by MetaTicket.

1.9 “Attendee” means any individual who purchases or holds an NFT Ticket for admission to an event.

1.10 “Gas Fees” means the transaction fees required by the underlying Blockchain network to process NFT Ticket minting and transfer transactions.

2. SERVICES

2.1 Platform Services. MetaTicket agrees to provide the following Platform Services for Partner’s events:

- (a) Digital event listing and promotional placement on the Platform;
- (b) NFT Ticket minting, issuance, and management via Smart Contracts;
- (c) Primary Sale payment processing and settlement;
- (d) Real-time check-in and admission validation technology;
- (e) Analytics dashboard providing ticket sales data, attendance metrics, and revenue reporting;
- (f) Secondary Sale royalty distribution via Smart Contract, where enabled.

2.2 Non-Exclusive Listing. Partner agrees to list events through the Platform on a **non-exclusive** basis. Partner retains the right to sell tickets through other channels simultaneously, provided that tickets sold through other channels are not issued as NFT Tickets bearing MetaTicket’s branding or utilizing MetaTicket’s Smart Contracts without prior written consent.

2.3 Smart Contract Royalties. Where the Parties agree in an Event Addendum, Smart Contracts shall be configured to distribute Royalties on Secondary Sales. The Royalty percentages for the Partner, performing artists, and MetaTicket shall be specified in each Event Addendum. MetaTicket shall not unilaterally modify Smart Contract Royalty parameters after deployment without Partner’s written consent.

2.4 Technology Requirements. MetaTicket shall maintain commercially reasonable uptime for the Platform (target 99.5% monthly availability, excluding scheduled maintenance). MetaTicket shall provide Partner with reasonable advance notice (no less than 48 hours) of scheduled maintenance that may affect ticket sales or event check-in functionality.

3. FEES AND PAYMENT

3.1 Service Fee. Partner agrees to pay a service fee equal to **[Percentage]**% of the face value of all NFT Tickets sold through the Platform in Primary Sales (“Service Fee”).

3.2 Processing Fee. A fixed payment processing fee of **[\$Amount]** per NFT Ticket sold shall apply to each Primary Sale transaction (“Processing Fee”). This fee covers fiat currency payment processing; it does not include Gas Fees.

3.3 Gas Fees. Gas Fees incurred for NFT Ticket minting and on-chain transactions shall be allocated as follows: [MetaTicket / Partner / Attendee — to be specified per Event Addendum]. The Parties acknowledge that Gas Fees are determined by blockchain network conditions and are outside MetaTicket’s control.

3.4 Secondary Sale Commission. MetaTicket shall retain **[Percentage]**% of the sale price on any Secondary Sale facilitated through the Platform. This commission is separate from any Royalties distributed to Partner or artists via Smart Contract.

3.5 Payment Schedule. MetaTicket shall remit net payments (gross ticket revenue less Service Fees, Processing Fees, and applicable deductions) to Partner’s designated account on a **[Weekly / Bi-weekly / Monthly]** basis, within **[five (5) / seven (7) / ten (10)]** business days following the close of each payment period.

3.6 Payment Methods. Payments shall be remitted via:

- (a) ACH bank transfer to Partner’s designated U.S. bank account; or
- (b) Cryptocurrency transfer to Partner’s designated Wallet address, if mutually agreed in writing.

3.7 Payment Disputes. Partner shall notify MetaTicket of any payment discrepancy within thirty (30) days of receiving a payment statement. MetaTicket shall investigate and resolve undisputed discrepancies within fifteen (15) business days.

3.8 Fee Adjustments. MetaTicket may adjust the Service Fee or Processing Fee with no less than sixty (60) days’ prior written notice to Partner. Adjusted fees shall apply only to events listed after the effective date of the adjustment. Partner may terminate this Agreement without penalty if it does not accept the adjusted fees, provided written notice is given within thirty (30) days of receiving the fee adjustment notice.

4. PARTNER RESPONSIBILITIES

4.1 Event Safety and Compliance. Partner is solely responsible for the safety, security, and legal compliance of each event, including but not limited to:

- (a) Compliance with all applicable federal, state (including Georgia), and local laws, ordinances, and regulations;
- (b) Obtaining all required permits, licenses, and approvals for the event and venue;
- (c) Ensuring adequate security, fire safety, and emergency response measures;
- (d) Compliance with the Americans with Disabilities Act (ADA) and related accessibility requirements.

4.2 Accurate Event Information. Partner shall ensure that all event descriptions, dates, times, venue details, seating configurations, age restrictions, and other material information provided to MetaTicket are accurate and complete. Partner shall promptly notify MetaTicket of any changes to event details.

4.3 Georgia Ticket Broker Compliance.

(a) Partner acknowledges that MetaTicket's operations may be subject to the Georgia Ticket Broker Act, O.C.G.A. § 43-4B-25 et seq. Partner agrees to cooperate with MetaTicket in maintaining compliance with applicable provisions, including disclosure requirements under O.C.G.A. § 43-4B-28.

(b) To the extent that Partner engages in the resale of tickets or operates a secondary market for NFT Tickets, Partner shall independently comply with all applicable Georgia ticket broker licensing requirements, including maintaining any required licenses issued by the Georgia Athletic and Entertainment Commission.

(c) Partner shall comply with all proximity restrictions on ticket resale set forth in O.C.G.A. § 43-4B-28, including the prohibition on resale within 1,500 feet of venues seating fewer than 15,000 persons and within 2,700 feet of venues seating 15,000 or more persons.

4.4 Tax Remittance.

(a) Unless the Parties expressly agree in an Event Addendum that MetaTicket acts as the Merchant of Record for a particular event, Partner is solely responsible for collecting and remitting all applicable federal, state, and local taxes, including Georgia sales and use taxes, amusement taxes, and any other taxes or surcharges imposed on event admissions or ticket sales.

(b) Where MetaTicket acts as the Merchant of Record, MetaTicket shall handle the collection and remittance of applicable sales and use taxes, and the Event Addendum shall specify the allocation of tax compliance responsibilities.

(c) Each Party shall be solely responsible for its own income tax obligations arising from this Agreement.

4.5 Content and Intellectual Property. Partner represents and warrants that all content, images, logos, and materials provided to MetaTicket for event listings do not infringe upon the intellectual property rights of any third party. Partner grants MetaTicket a non-exclusive, royalty-free license to use such materials solely for the purpose of marketing and promoting Partner's events on the Platform.

4.6 Anti-Fraud Cooperation. Partner agrees to cooperate with MetaTicket in investigating and preventing fraudulent ticket purchases, unauthorized duplication of NFT Tickets, and other forms of ticketing fraud.

5. NFT TICKET PROVISIONS

5.1 Nature of NFT Tickets. The Parties acknowledge and agree that:

(a) An NFT Ticket constitutes a **revocable license** granting the holder admission to a specific event, subject to the event's terms and conditions and applicable venue policies. An NFT Ticket does not represent an ownership interest in MetaTicket, the Partner, the venue, or any intellectual property;

(b) NFT Tickets are digital assets recorded on a public Blockchain and are subject to the inherent risks of blockchain technology, including but not limited to network congestion, smart contract vulnerabilities, and regulatory changes;

(c) The value and transferability of NFT Tickets on secondary markets are determined by market forces and are not guaranteed by either Party.

5.2 Smart Contract Governance. Smart Contracts governing NFT Tickets shall be deployed by MetaTicket. MetaTicket shall:

(a) Provide Partner with a plain-language summary of all Smart Contract terms prior to deployment;

(b) Not modify deployed Smart Contract parameters (including Royalty percentages, transfer restrictions, and minting limits) without Partner's prior written approval;

(c) Use commercially reasonable efforts to audit Smart Contracts for security vulnerabilities prior to deployment.

5.3 Transfer Restrictions. The Parties may agree in an Event Addendum to impose transfer restrictions on NFT Tickets, including but not limited to:

(a) Price caps on Secondary Sales;

(b) Restrictions limiting transfers to verified accounts on the Platform;

(c) Lock-out periods prohibiting transfers within a specified time before the event;

(d) Anti-scalping measures consistent with Georgia law, including O.C.G.A. § 43-4B-25 et seq.

5.4 Post-Event NFT Utility. Unless otherwise agreed, NFT Tickets shall retain their status as collectible digital assets after the associated event concludes, but shall not convey any continuing right to admission, services, or benefits.

5.5 Blockchain Risk Acknowledgment. Both Parties acknowledge that blockchain technology is evolving and that regulatory developments at the federal, state, or local level may affect the legality, transferability, or functionality of NFT Tickets. In the event of a material adverse regulatory change, the Parties shall negotiate in good faith to modify this Agreement or affected Event Addenda to achieve compliance while preserving the commercial intent of the arrangement.

6. LIABILITY AND INDEMNIFICATION

6.1 Mutual Indemnification.

(a) **Partner's Indemnification.** Partner agrees to indemnify, defend, and hold harmless MetaTicket, its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) The event itself, including but not limited to personal injury, property damage, or death occurring at the event or venue;
- (ii) Partner's breach of any representation, warranty, or obligation under this Agreement;
- (iii) Partner's failure to comply with applicable laws, regulations, or permit requirements;

- (iv) Any claim that content or materials provided by Partner infringe upon third-party intellectual property rights.

(b) **MetaTicket's Indemnification.** MetaTicket agrees to indemnify, defend, and hold harmless Partner, its officers, directors, employees, agents, and affiliates from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) MetaTicket's gross negligence or willful misconduct in providing Platform Services;
- (ii) A material defect in MetaTicket's Smart Contracts that directly causes financial harm to Partner or Attendees;
- (iii) MetaTicket's breach of its data protection obligations under Section 10 of this Agreement;
- (iv) Any claim that MetaTicket's proprietary technology infringes upon third-party intellectual property rights.

6.2 Indemnification Procedures. The indemnified Party shall: (a) provide prompt written notice of any claim; (b) grant the indemnifying Party sole control of the defense and settlement of such claim; and (c) provide reasonable cooperation at the indemnifying Party's expense. The indemnified Party may participate in the defense at its own expense.

6.3 Limitation of Liability.

(a) **Cap.** EXCEPT FOR OBLIGATIONS UNDER SECTION 6.1 (INDEMNIFICATION) AND SECTION 10 (DATA PROTECTION), METATICKET'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL FEES PAID BY PARTNER TO METATICKET IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE; OR (II) TEN THOUSAND DOLLARS (\$10,000).

(b) **Exclusion of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **Exceptions.** The limitations in Sections 6.3(a) and 6.3(b) shall not apply to: (i) a Party's indemnification obligations under Section 6.1; (ii) liability arising from a Party's gross negligence or willful misconduct; (iii) liability arising from a Party's breach of confidentiality obligations; or (iv) liability arising from fraud.

6.4 Event Cancellation. MetaTicket is not liable for event cancellations, postponements, or venue changes unless directly caused by MetaTicket's gross negligence or willful misconduct. Partner acknowledges that blockchain transactions (including NFT Ticket minting) may not be reversible, and the Parties shall cooperate to implement a mutually agreeable refund mechanism for canceled events as specified in Section 7.

6.5 Force Majeure. Neither Party shall be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, civil unrest, cyberattacks, blockchain network failures, or utility disruptions, provided the affected Party gives prompt notice and uses commercially reasonable efforts to mitigate the impact.

7. CANCELLATION, REFUND, AND CHARGEBACK POLICY

7.1 Event Cancellation by Partner.

(a) If Partner cancels an event, Partner shall immediately notify MetaTicket and all Attendees through the Platform's notification system.

(b) Partner is financially responsible for all refunds to Attendees for canceled events, including any Gas Fees incurred in processing refund transactions on the Blockchain, unless the Event Addendum specifies otherwise.

(c) MetaTicket shall facilitate the refund process through the Platform but shall not bear the cost of refunds unless the cancellation was caused by MetaTicket's failure to provide Platform Services.

7.2 Refund Mechanism. The Parties shall agree in each Event Addendum on the refund mechanism for canceled or postponed events, which may include:

(a) Fiat currency refund to the original payment method;

(b) Platform credit to the Attendee's account;

(c) Smart Contract-based refund (where technically feasible); or

(d) A combination of the foregoing.

7.3 Georgia Refund Compliance. To the extent applicable, refund policies shall comply with Georgia consumer protection requirements, including the refund provisions of O.C.G.A. § 43-4B-28, which require full refunds when events are canceled and not rescheduled.

7.4 Chargebacks.

(a) Partner is responsible for the cost of any chargebacks resulting from disputes regarding the event, event services, or Partner's failure to fulfill its obligations.

(b) MetaTicket is responsible for chargebacks resulting from Platform processing errors or unauthorized transactions attributable to Platform security failures.

(c) MetaTicket reserves the right to deduct chargeback fees and associated costs from future payments to Partner, provided that MetaTicket gives Partner written notice and an opportunity to dispute the chargeback allocation within fifteen (15) business days.

(d) If Partner's chargeback rate exceeds **[1]**% of total transactions in any calendar month, MetaTicket may require Partner to fund a reserve account or adjust payment terms until the chargeback rate returns to acceptable levels.

8. INSURANCE REQUIREMENTS

8.1 General Liability. For all events listed on the Platform, Partner shall maintain comprehensive general liability insurance with minimum coverage of **[\$[1,000,000]]** per occurrence and **[\$[2,000,000]]** aggregate.

8.2 Additional Insured. For events with projected gross ticket revenue exceeding **[\$[Amount]]**, Partner must provide a Certificate of Insurance (COI) naming **MetaTicket LLC** as an "Additional Insured" at least **[fourteen (14)]** calendar days prior to the event.

8.3 Cyber Liability. MetaTicket shall maintain cyber liability insurance with minimum coverage of **[\$1,000,000]** covering data breaches, blockchain security incidents, and unauthorized access to Platform systems.

8.4 Proof of Insurance. Each Party shall provide the other with proof of insurance upon request and shall promptly notify the other Party of any material change in coverage.

9. INTELLECTUAL PROPERTY

9.1 MetaTicket IP. MetaTicket retains all right, title, and interest in and to the Platform, Smart Contracts, proprietary technology, trademarks, and all related intellectual property. Nothing in this Agreement grants Partner any ownership interest in MetaTicket's intellectual property.

9.2 Partner IP. Partner retains all right, title, and interest in and to its trademarks, trade names, logos, event content, and related intellectual property. Nothing in this Agreement grants MetaTicket any ownership interest in Partner's intellectual property beyond the limited license in Section 4.5.

9.3 NFT Ticket IP. Unless otherwise agreed in an Event Addendum:

(a) The visual design and metadata of NFT Tickets created for Partner's events shall be jointly owned by the Parties;

(b) Neither Party shall use jointly owned NFT Ticket designs for purposes unrelated to this Agreement without the other Party's written consent;

(c) Attendees who hold NFT Tickets are granted a limited, non-exclusive, non-transferable license to display the NFT Ticket for personal, non-commercial purposes. Attendees do not acquire any intellectual property rights in the underlying artwork or content.

9.4 Platform Data. Aggregated, anonymized data derived from ticket sales and Platform usage shall be the property of MetaTicket. MetaTicket may use such data for analytics, benchmarking, and Platform improvement purposes, provided it does not disclose Partner-identifiable information without consent.

10. DATA PROTECTION AND PRIVACY

10.1 Data Processing Roles. For purposes of applicable data protection laws:

(a) Partner shall be the **data controller** with respect to Attendee personal data collected in connection with Partner's events;

(b) MetaTicket shall be the **data processor** processing Attendee personal data on Partner's behalf through the Platform;

(c) MetaTicket shall be an independent **data controller** with respect to personal data it collects for its own purposes (e.g., Platform account registration, analytics).

10.2 Data Processing Agreement. The Parties shall execute a Data Processing Agreement ("DPA") substantially in the form attached hereto as **Exhibit A**, which shall govern MetaTicket's processing of personal data on Partner's behalf.

10.3 Blockchain Data Considerations. The Parties acknowledge that:

- (a) Certain transaction data recorded on the Blockchain (including wallet addresses, transaction hashes, and timestamps) may be publicly visible and immutable;
- (b) Wallet addresses may constitute pseudonymous personal data under applicable privacy laws;
- (c) MetaTicket shall implement a hybrid data architecture, storing personally identifiable information off-chain in encrypted, access-controlled databases, with only anonymized or pseudonymized references recorded on-chain;
- (d) MetaTicket shall not record any Attendee names, email addresses, phone numbers, or other directly identifying information on the Blockchain.

10.4 Privacy Law Compliance. MetaTicket shall maintain compliance with applicable data protection laws, including:

- (a) The California Consumer Privacy Act (CCPA/CPRA), to the extent MetaTicket processes the personal information of California residents;
- (b) The General Data Protection Regulation (GDPR), to the extent MetaTicket processes the personal data of European Economic Area residents;
- (c) Any applicable Georgia state privacy laws and regulations.

10.5 Data Breach Notification. In the event of a data breach affecting Attendee personal data, MetaTicket shall notify Partner within **seventy-two (72) hours** of becoming aware of the breach and shall cooperate with Partner in fulfilling any legal notification obligations.

10.6 Data Retention and Deletion. Upon termination of this Agreement, MetaTicket shall, at Partner's election, return or securely delete all Attendee personal data in its possession within **thirty (30) days**, except to the extent retention is required by law or is inherent to immutable blockchain records.

11. CONFIDENTIALITY

11.1 Confidential Information. Each Party acknowledges that it may receive confidential and proprietary information of the other Party ("Confidential Information"), including business plans, financial data, pricing, customer lists, technology, Smart Contract source code, and trade secrets.

11.2 Obligations. The receiving Party shall: (a) hold Confidential Information in strict confidence; (b) not disclose it to any third party without prior written consent; (c) use it only for purposes of performing under this Agreement; and (d) protect it with the same degree of care used for its own confidential information, but no less than reasonable care.

11.3 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already in the receiving Party's possession without obligation of confidentiality; (c) is independently developed by the receiving Party; or (d) is required to be disclosed by law, regulation, or court order, provided the receiving Party gives the disclosing Party prompt notice to allow it to seek a protective order.

11.4 Survival. Confidentiality obligations shall survive termination of this Agreement for a period of **three (3) years**.

12. REPRESENTATIONS AND WARRANTIES

12.1 Mutual Representations. Each Party represents and warrants that:

- (a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation;
- (b) It has full power and authority to enter into this Agreement and perform its obligations hereunder;
- (c) This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms;
- (d) The execution and performance of this Agreement does not conflict with any other agreement to which it is a party.

12.2 MetaTicket Representations. MetaTicket further represents and warrants that:

- (a) The Platform and Smart Contracts shall perform materially in accordance with their documented specifications;
- (b) MetaTicket shall maintain commercially reasonable security measures to protect the Platform and Attendee data;
- (c) MetaTicket has obtained or shall obtain all licenses and permits required for its operation as a technology platform in Georgia.

12.3 Partner Representations. Partner further represents and warrants that:

- (a) Partner has the legal right and authority to host the events listed on the Platform;
- (b) Partner shall comply with all applicable laws, rules, and regulations in connection with its events;
- (c) All information provided to MetaTicket regarding events is accurate and not misleading.

12.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. METATICKET DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

13. TERM AND TERMINATION

13.1 Term. This Agreement commences on the Effective Date and shall continue for an initial term of **one (1) year** ("Initial Term"), automatically renewing for successive **one (1) year** periods ("Renewal Terms") unless either Party provides written notice of non-renewal at least **sixty (60) days** prior to the end of the then-current term.

13.2 Termination for Convenience. Either Party may terminate this Agreement for any reason upon **thirty (30) days'** prior written notice to the other Party. Such termination shall not affect obligations related to events already listed or tickets already sold at the time of the termination notice.

13.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if:

- (a) The other Party commits a material breach that remains uncured for **thirty (30) days** after written notice specifying the breach;
- (b) The other Party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors;
- (c) The other Party is found to have engaged in fraud, criminal activity, or willful misconduct in connection with this Agreement.

13.4 Effect of Termination.

- (a) Upon termination, MetaTicket shall fulfill all obligations related to events scheduled within **sixty (60) days** of the termination date for which NFT Tickets have already been sold, unless otherwise agreed in writing.
- (b) MetaTicket shall remit all outstanding payments owed to Partner within **thirty (30) days** of the final event under this Agreement.
- (c) Each Party shall return or destroy the other Party's Confidential Information in accordance with Section 11.
- (d) Smart Contracts already deployed for active events shall continue to operate through the conclusion of those events, including Royalty distributions on Secondary Sales.

13.5 Survival. Sections 1 (Definitions), 5.1 (Nature of NFT Tickets), 6 (Liability and Indemnification), 9 (Intellectual Property), 10 (Data Protection), 11 (Confidentiality), 12.4 (Disclaimer), 14 (Dispute Resolution), and 15 (Governing Law) shall survive termination or expiration of this Agreement.

14. DISPUTE RESOLUTION

14.1 Informal Resolution. The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith negotiation between designated senior representatives of each Party for a period of **thirty (30) days** following written notice of the dispute.

14.2 Mediation. If the dispute is not resolved through negotiation, the Parties shall submit the dispute to non-binding mediation administered by the American Arbitration Association ("AAA") in **Atlanta, Georgia**, in accordance with the AAA's Commercial Mediation Procedures.

14.3 Arbitration. If mediation fails to resolve the dispute within **sixty (60) days** of the mediation request, the dispute shall be resolved by binding arbitration administered by the AAA in **Atlanta, Georgia**, in accordance with the AAA's Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator with experience in technology and entertainment law. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

14.4 Injunctive Relief. Notwithstanding the foregoing, either Party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction to protect its intellectual property rights, Confidential Information, or to prevent irreparable harm, without first exhausting the dispute resolution procedures set forth above.

14.5 Prevailing Party. The prevailing Party in any dispute resolution proceeding shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of Georgia**, without regard to its conflict-of-law principles.

15.2 Jurisdiction. Subject to the dispute resolution provisions in Section 14, the Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in **Fulton County, Georgia** for any legal proceedings arising out of or related to this Agreement.

15.3 Compliance with Georgia Law. The Parties acknowledge that this Agreement and the transactions contemplated herein are subject to the laws of Georgia, including but not limited to the Georgia Ticket Broker Act (O.C.G.A. § 43-4B-25 et seq.), the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.), and the Georgia Fair Business Practices Act (O.C.G.A. § 10-1-390 et seq.).

16. GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement, together with all Exhibits, Event Addenda, and the Data Processing Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements.

16.2 Amendments. This Agreement may be amended only by a written instrument signed by both Parties. No unilateral modification shall be binding.

16.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent.

16.4 Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

16.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees in writing to be bound by the terms of this Agreement.

16.6 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth below or to such other address as a Party may designate in writing:

To MetaTicket:

MetaTicket LLC
 [Street Address]
 Atlanta, Georgia [ZIP]
 Attn: [Name], [Title]
 Email: [legal@metaticket.org]

To Partner:

[Venue Name]
 [Street Address]
 [City, State ZIP]

Attn: [Name], [Title]

Email: [Email]

16.7 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

16.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing herein shall confer any rights upon any third party.

16.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures, in accordance with the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.) and the federal E-Sign Act.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MetaTicket LLC

By: _____

Name: _____

Title: _____

Date: _____

[Venue Name]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A — Data Processing Agreement

[To be attached]

EXHIBIT B — Event Addendum Template

[To be attached — specifies per-event terms including Royalty percentages, Gas Fee allocation, transfer restrictions, refund mechanisms, and insurance thresholds]

This document is provided for informational purposes and does not constitute legal advice. MetaTicket LLC recommends that all parties consult with qualified legal counsel licensed in the State of Georgia before executing this Agreement.