**AGREEMENT FOR LISTING ONLINE WITH COSTCO LIVE**

BETWEEN:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 (hereinafter referred to as the "Vendor")

‐ and –

**TicketOps Corporation**

(hereinafter referred to as "TicketOps")

WHEREAS Costco Wholesale (“Costco”) has retained the services of TicketOps Corporation (“TicketOps”) to manage the purchase, setup and digital delivery of certain products listed on Costco Live.

WHEREAS the Vendor has the right to sell tickets and gift cards on terms and conditions fully described in Exhibit A attached (“Inventory”).

WHEREAS Vendor and TicketOps have entered into this Agreement (“Agreement”) in order to facilitate the sale of the Inventory on Costco Live.

**NOW THEREFORE** in consideration of the mutual covenants and agreements of the parties contained in this Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by Vendor and TicketOps, the parties agree as follows:

# TicketOps/Costco Relationship

## The relationship between Costco and TicketOps is that of an independent contractor. TicketOps is not an agent of Costco, except for the sole purpose of acquiring Inventory and providing Inventory to Costco in accordance with and as expressly stated in this Agreement. Costco will negotiate and determine with the Vendor the net Inventory prices payable to the Vendor by TicketOps in Exhibit A. Costco has the right to determine and establish the prices that it charges Costco members purchasing Inventory through the Site, as well as all billing and payment-related terms. Costco will collect all payments from Costco members who purchase Inventory through the Site. Costco has the right to determine the methods and means of marketing and selling the Inventory.

# Vendor Obligations

## Provide TicketOps unique PIN codes or unique barcodes, (“Codes”) and or Provide TicketOps with the vendors API documents.

## Notify TicketOps if the Vendor is able to scan and redeem Codes from mobile devices.

## Cancel all Codes where the Codes are redeemed and scanned on the Vendor’s own system.

## Provide to TicketOps all Inventory descriptions, graphics, purchase terms and conditions needed for digital delivery and the webpage listing.

# TicketOps Obligations

## Execute and submit to Costco all agreements and contracts required by Costco to list the Inventory on Costco Live

## Provide all liability insurance required by Costco unless further evidence of insurance from the Vendor is required by Costco.

## Keep in force all required Costco EDI accounts and pay all related fees.

## Securely maintain all Codes.

## Provide digital delivery via email to the Costco member following Costco order approval.

## Create a custom designed ticket, voucher or gift card based on Vendor specifications.

## Provide the Vendor with detailed sales reports with each payment.

## Provide support staff to assist both the Vendor and the Costco member seven days a week.

# Code Ordering and Vendor Payment

## The process for ordering and receiving Inventory will be specified on **Exhibit A**.

## Payment terms for all Inventory will be specified on **Exhibit A.**

## At the end of the sale term, any unused Codes will be returned to the Vendor. In the event TicketOps has already paid for any unused Codes, TicketOps will submit an invoice to the Vendor and the Vendor will pay the invoice within ten (10) days.

# Refunds

## No refunds on Costco Live

# Promotions and Marketing

## Costco offers its vendors the option to run promotions (temporary price discount for an agreed upon amount of time) for their programs in order to generate sales. The sale price is decided with the Vendor’s assigned Costco Buyer. An **Exhibit A** will be completed for any approved promotions.

## Costco may offer the Vendor various marketing opportunities at an additional cost. TicketOps will have the Vendor approve any such costs in writing before TicketOps executes the required documentation with Costco. Any pre-approved marketing costs will be deducted from payments.

# Reporting

## A detailed report on sales will be sent with each payment.

# Term and Termination

## The start and finish sale dates for all Inventory will be specified on **Exhibit A.**

## Costco can terminate the sale of all or some Inventory for any reason whatsoever.

## The Vendor can terminate the sale of some or all Inventory upon thirty (30) days written notice to TicketOps.

# Costco Member Data

## The Vendor shall not collect, attempt to collect, or in any way use, any information or data from any Costco member (e.g., name, address, e-mail address, telephone number) (collectively, “Member Information”) unless, following receipt of an order, the Costco member freely agrees to share their Member Information with the Vendor. Any such Vendor agreement or Vendor opt-in link for a Costco member, must be approved by Costco in advance.

# Confidentiality

## TicketOps will, and will cause its employees, representatives or agents to, hold in strictest confidence and not use in any manner whatsoever and only disclose to those individuals who have a need to know same, any Confidential Information (as defined below) of the Vendor. "Confidential Information" mean all information, and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise, relating to the Vendor (including, without limitation, the terms of this Agreement, business plans, way of doing business, business results or prospects), which information is of a confidential nature, and is known or should have been known by TicketOps as being of a confidential nature.

# Entire Agreement.

## This Agreement constitutes the entire agreement between the Vendor and TicketOps and contains all of the obligations of the respective parties, whether written or oral. In particular, this Agreement supersedes any prior negotiations, discussions, correspondence or other documents, entered into or exchanged by the parties prior to the date hereof. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

# Nature of Relationship.

## The relationship between TicketOps and Vendor shall be that of independent parties, and neither TicketOps nor Vendor, shall be, or be deemed to be, partners of, or joint venturers with, one another. Neither party shall have any right to enter into any contract or commitment in the name of the other party, or to incur any obligation for, create any liability for, or bind the other party in any respect whatsoever.

# Successors and Assigns.

## This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

# Mutual Indemnification.

## Both parties agree to defend, indemnify, and hold harmless the other party from and against any and all third party claim, action, lawsuit or damage, costs, losses, penalties or expenses (including reasonable attorney’s fees) arising out of or related to; a breach or alleged breach of this Agreement, gross negligence, willful misconduct or fraudulent actions and the infringement of the rights of any third party or entity.

# Notice:

##  All notices provided for by this Agreement may be given or delivered by electronic mail, courier or by depositing in the mail, postage pre-paid by registered mail, to the addresses listed.

Vendor Name/Legal Name:

Vendor Address:
Contact Name:

Email:
Tel no:

TicketOps Corporation
Suite 1111, 30 St. Clair Ave W, Toronto, ON M4V 3A1

Contact Name: Ms. Tahra Dennett – Sr Account Manager

Tel no: (866) 363-0656 – ext 24
E-mail: tahra.dennett@ticketops.com

or such other address as the parties may advise in writing.

 DATED this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENDOR AUTHORIZED SIGNING OFFICER (NAME & TITLE)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENDOR AUTHORIZED SIGNING OFFICER (SIGNATURE)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TICKETOPS AUTHORIZED OFFICER (SIGNATURE)

TAHRA DENNETT – SENIOR ACCOUNT MANAGER

**Accounting Exhibit**

Please complete the section(s) below and return this Exhibit to TicketOps. Provide a copy of this information to your accounting department for their records.

Vendor Legal Name:

Payee Name (if different from legal name):

Vendor DBA Name (if applicable)

Vendor Mailing Address:

Accounting Contact Name & Title:

Tel no:

E‐mail:

**Payment Type (please select one): Mailed Check Electronic Payment\***

\*Please note that if Electronic Payment is requested, service charges may apply. Charges vary by payment method and bank. Please contact TicketOps Accounting Contact below for details.

**Electronic Payment Information (if applicable):**

- Account Name:

 - Bank:

 - Address of Bank:

 - Branch:

 - Account #:

 - Routing #:

 - SWIFT/IBAN/BIC (if applicable):

 **TicketOps Corporation**

Suite 1111, 30 St. Clair Ave W, Toronto, ON M4V 3A1

**Account Manager Contact:** Tahra Dennett

Tel no: (866) 363‐0656 – ext 24

E-mail: tahra.dennett@ticketops.com

**Accounting Contact:** Nikoleta Dechev

Tel no: (866) 363-0656 - ext 44

E-mail: nikoleta.dechev@ticketops.com

**Exhibit A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Product Description (as defined on Costco web site)  | Total NET PricePayable to Vendor per SKU | Currency | Sale Start Date  | Sale End Date  |
|  |  | USD |  |  |
|  |  | USD |  |  |
|  |  | USD |  |  |
|  |  | USD |  |  |

Ordering Inventory

Vendor will indicate which option is required for ordering Codes by checking one box below.

[ ]  TicketOps will use an API integration with the Vendor to obtain Codes as needed.

[ ]  TicketOps will email a request for codes to the Vendor and the Vendor will email the Codes within 2-5 business days.

Payment Terms

1. Payment for all codes/units sold by Costco will be due to the Vendor at the end of the month for the previous months sales.

 DATED this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENDOR AUTHORIZED SIGNING OFFICER (NAME & TITLE)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VENDOR AUTHORIZED SIGNING OFFICER (SIGNATURE)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TICKETOPS AUTHORIZED OFFICER (SIGNATURE)

TAHRA DENNETT – SENIOR ACCOUNT MANAGER