

***Ticketsetup***

# AFFILIATE AGREEMENT

THE PARTIES TO THIS AGREEMENT ARE:

The Agent &

The Company:

Ticketsetup, Inc.

2035 Sunset Lake Road, Suite B-2, 19702, Newark, Delaware, United States

Whereas the Agent may from time to time refer potential customers to the Company for a referral fee.

The Parties agree to the following:

#### 1. REFERRAL FEE

The referral fee shall be calculated as twenty percent (20%) of the net value (on the first 12 invoices) of Ticketsetup services sold by the Company as a direct result of a referral. Net value shall exclude value added tax, refunds and payments not honored by a financial institution. Subsequent sales of services to the referred customer shall be subject to a referral fee.

#### 2. WITHDRAWAL

Upon withdrawal of referral fees due, the Agent shall issue a payment request to the Company via his cabinet in Payments section and payment shall be effected within thirty (30) days of submission of said request. All payments will be made to the Agent via Stripe, PayPal or any other payment system according to his country and billing information, supplied in the Affiliate Program Application. The Company does not send payment if the total commission due to the Agent is not at least 20\$. Amounts below \$20 will accrue to the Agent account in Ticketsetup to the agent balance. Withdrawal will be possible only from agent balance and only starting from the moment when the Agent's total commissions achieve the minimum \$ 20. The Company reserves the right to amend the minimum commission payment amount at any time.

### 3. ADVERTISING

Placement of advertisements and referral methods for the Company are at the sole discretion of the Agent. However, in order to solicit sales, the Agents shall not make promises or issue any warranty either expressed or implied pertaining to the services offered by the Company unless authorized in writing by the Company to do so.

### 4. RELATIONSHIP OF THE PARTIES

The relationship between the parties shall at all time be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to the Company, except as an independent referrer and agent. In view of this independent relationship the Agent shall not enter into any agreements on behalf of the Company, shall make no warranty either expressed or implied on behalf of the Company and shall not incur any expenses on behalf of the Company.

### 5. NON-EXCLUSIVE RIGHTS

This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of the Company and the Agent shall have no rights under any other agreements entered into by the Company with other Agents.

### 6. CONFIDENTIALITY

The Agent agrees not to disclose any confidential information pertaining to the Company's services nor that of prospective or existing customers to any third party.

### 7. TAXES

The Agent shall be solely responsible for its own tax obligations in connection with its performance under this Agreement and receipt of any payments from the Company or commission transfer to the main balance in the Agent account.

## 8. TERMINATION

Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. If payment amount achieves the minimum \$20, upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days with accordance to the point 2 of this Agreement. If payment amount is less than minimum \$20, upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full to his account in Ticketsetup to the main balance.

## 9. MODIFICATIONS

The Company reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Referral Agreement and the terms and conditions of this Agreement upon notice to the Agent. Notice of any changes may be given via Email to the Agent or by posting such changes in the Referral Agreement sections of the Company's web site [www.ticketsetup.com](http://www.ticketsetup.com). Such changes and modifications will take effect upon transmission of Email or posting on the Company's web site [www.ticketsetup.com](http://www.ticketsetup.com). The Agent may terminate the Referral Agreement in the event that any of these modifications are unacceptable to the Agent and such termination shall be the Agent sole and exclusive remedy. In the event that the Agent continues to cooperate with the Company according to the Referral Agreement following such modifications, the Agent will be deemed by the Agent to accept any and all such changes.

## 10. LIABILITIES

THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS ITS WEB SITE OR TO ACCESS ITS WEB SITE USING THE LINK FROM THE AGENT'S WEB SITE. FURTHERMORE, THE COMPANY SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO ITS WEB SITE, THE REFERRAL AGREEMENT, THE AGENT CONFIRMATION OF REFERRAL AGREEMENT, THE AGENT ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH THIS REFERRAL AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED

UPON THE COMPANY'S COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT ITS WEB SITE OR ANY APPLICATION, INCLUDING BUT NOT LIMITED TO ITS LINK TRACKING FEATURES, WILL BE ERROR FREE OR THAT THEY WILL FUNCTION.

WITHOUT INTERRUPTION. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER THE OWNER WAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME.

Without limiting the foregoing, the Company total liability for any damages arising hereunder shall never exceed the total commissions paid and payable by the Company pursuant to the terms hereof.

#### 11. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of Delaware. Any and all legal actions relative hereto shall be in the courts of Delaware.

#### 12. INDEMNIFICATION

Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

#### 13. FINAL PROVISIONS

This agreement constitutes the whole agreement between the parties and any alteration must be in writing and confirmed by the Agent.

Date: January 1, 2019