

Yaymaker™ Event Owner Agreement

This page was last updated on September 2, 2021

Thank you for signing up to be a member of the Yaymaker Event Owner Program! Solely for purposes of this agreement (the “Agreement”) and ease of reference, Paint Nite LLC, Your Nite LLC, and Paint Nite Canada Company are referred to herein as the “Company” or “Yaymaker” though each shall retain its separate corporate existence, and the term “Company” will refer to one or the other depending on the circumstances to which it is referred. Your agreement shall be with the entity listed at the end of these Terms and Conditions (the “Terms”). “Yaymaker” is the brand name for Company Events. Paint Nite LLC, Your Nite LLC, and Paint Nite Canada Company are each doing business as Yaymaker. These Terms govern your use of the Event Owner Program, including all features of the website located at www.yaymaker.com (the “Website”), user experience, and all content associated therewith (collectively the “Service”). By signing up to become an Event Owner, or using, visiting, or browsing the Service, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you should not use the Service, including the Website, and you should not become an Event Owner.

All Yaymaker Events are subject to the terms and conditions found here, and the ultimate purchasers of Tickets to Events are subject to separate customer terms of use. These Terms are also a resource for you to get a deeper understanding of how the Service works, including the kinds of data collected, how bills are processed, and how the Company interacts with you and other useful details about the Service. These Terms are between the Company, doing business under the trade name YAYMAKER™, and the company and/or individual identified on the signature page (“Event Owner”).

OVERVIEW

Company has developed and offers public, private, and Corporate events (both Virtual and In Person events) involving group instruction in artistic activities, skills, and crafts, such as (but not limited to) painting, gardening, flower arranging, sign-making, cooking, jewelry-making, paper-craft, technology projects, and any other group events authorized by Company (“Events”). Event Owner wishes to become a part of the Yaymaker Platform to organize, market, and conduct Events on behalf of Company under the terms and conditions of these Terms. Once Event Owner has been approved by a Regional Manager or the Company’s Home Office, Event Owner will become eligible to become a member of the Platform.

Once on the Platform, depending on which tier Event Owner chooses (see Section 9.6), Event Owner may be obligated to pay Company a monthly fee (the “Monthly Fee”), as set forth in more detail herein. The Monthly Fee allows access to the Event Management System to post events to sell tickets, as well as other tools and resources provided by the Company.

1. DEFINITIONS

“All Ages Events” means all events denominated “Ages 6+” (intended for families with kids ages 6 and up), “Ages 13+” (intended for families with young teenagers ages 13 and up), and “Ages 18+” (intended for US event customers 18 and up who can paint alongside adults without a parent or guardian being present), as set forth on the Yaymaker calendar.

“Branded Items” means supplies and materials that bear any of the Licensed Marks.

“Confidential Information” means confidential and/or proprietary information such as business plans, knowledge, advice, marketing plans, projections, financial results, contracts, customer data, designs, business models and methods, operating methods, trade secrets, ownership information, and the terms and conditions of this Agreement. Confidential Information does not include information which (1) is or becomes generally available to the public other than as a result of unauthorized disclosure by the receiving party, (2) was available to the receiving party on a non-confidential basis prior to its disclosure to the receiving party, (3) is obtained from third parties not subject to a similar duty to maintain the information as confidential, (4) was developed independently by the receiving party, or (5) is otherwise exempted in this Agreement.

“Core Experience” means experiences designated by the Company, where the Company will provide defined supplies to the guests at their event through the Event Owner. The upfront cost of these supplies will be paid for by the Company, and a defined amount will be withheld from the customer’s ticket purchase to pay for the Core Experience supplies. The Event Owner share will be applied to the amount after the supply cost has been recouped.

“Corporate Event” means an Event requested by a company or organization solely for the benefit of its own employees and their invitees.

“Event Management System” or “EMS” means the centralized system and integrated technology tools for organizing, promoting, and supporting Events, including but not limited to: (1) creating and managing Event Owner profiles, (2) scheduling Events, (3) selling Tickets, (4) processing payments, (5) determining Event locations, and (6) other Event related functionality. Event Owner acknowledges that certain components of the EMS are proprietary to third parties and that Event Owner’s use of these components is subject to the user terms of those third parties.

“Event Owner” means the individual and entity that executes this Agreement.

“Event Type” means the designation of an Event as Public, Private, Corporate, or Fundraiser.

“Experience Type” means the specific type of activity, skill, or craft in which customers receive group instruction at an Event.

“Fundraiser” means an Event where a portion of the tickets sales is donated to a charitable cause.

“Host” means the individual who delivers group instruction to customers at an Event. If more than one individual does this, additional team members are considered “Co-Hosts.”

“In Person Event” means an event held at a local venue with group instruction held with customers in physical attendance.

“Licensed Marks” means, collectively, the Yaymaker™ name and mark and the trademarks, service marks, trade names, logos, and indicia of origin designated by Company for use in connection with each Event Type.

“Event Owner Revenue” means the commission that the Company pays Event Owner for each completed Event the Event Owner conducts for Company.

“Platform” or “Event Owner Platform” means, collectively, the Event Management System, the Licensed Marks, and the Project Library.

“Principal Owner” means the individual who is the principal owner of Event Owner (to the extent this agreement is signed by a corporate entity, as opposed to a natural person).

“Private Event” means an Event that is either (a) not open for the public to attend, such as a private birthday party or; or (b) coordinated by the Sales Team.

“Project” means any original creative work, including but not limited to: (i) paintings, drawings, sketches, stencils, sculptures, software code, photos, videos, and other depictions and representations; (ii) designs for craft projects, jewelry, plantings, flower arrangements, and devices; and (iii) musical compositions in written or auditory form.

“Project Agreement” means a completed agreement between Company and a Project Creator in the form required by Licensor from time to time.

“Project Creator” means the creator of a Project that has been added to the Project Library pursuant to a Project Agreement.

“Project Library” means the entire collection of Projects owned by, developed by, acquired by, and contributed to Company to be available for use in Events.

“Public Event” means any Event that is open to the public.

“Regional Manager” means an individual designated to manage a specific geographic territory by the Company.

“Sales Team” means the in-house Company sales team, responsible in part for the organization and execution of Private and Corporate Events.

“Standard Supplies” means essential supplies needed to conduct a Core Experience event.

“Ticket” means a revocable license to be admitted to an Event.

“Ticket Sales” means the sale of one or more Tickets to an Event, whether sold through the Event Management System, otherwise on-line, through a mobile application, through third-party sale of vouchers (such as, but not limited to, by Groupon), in person, or in any other manner.

“Virtual Event” means an event conducted via digital device where customers attend the Event remotely.

Other capitalized terms are defined where they first appear in these Terms.

2. APPOINTMENT AND LICENSE

2.1. Scope of Rights. Company appoints Event Owner as its non-exclusive agent to organize, market, and conduct Events on behalf of Company, within the limitations set out in Section 2.2. Subject to Event Owner’s compliance with these Terms, Company grants Event Owner a non-exclusive, non-transferable, revocable, limited license to use the Event Management System, the Licensed Marks, and the Project Library solely in connection with organizing, marketing and conducting Events.

2.2. All Other Rights Reserved. Company retains all rights not expressly granted to Event Owner by these Terms.

2.3. No Subcontracting. Event Owner is prohibited from subcontracting Events to others without Company’s prior written consent. Event Owner must promptly report to Company any contracts or agreements that Event Owner has with any other Event Owner, whether formal or informal, oral or in writing. Event Owner may not have any agreement with another Event Owner that Company determines to be contrary to the interests of customers or to the efficient operation of Events.

2.4 In addition to all other obligations set forth hereunder, Event Owner is responsible for all aspects of an Event, including, but not limited to the schedule, the host, all team members at the Event, the venue, the ticket sales, ensuring any events with tickets sold are held, and ensuring that the requisite number of supplies are at the Event.

3. ACCESS TO EVENT MANAGEMENT SYSTEM

Upon approval from either a Regional Manager or the Home Office, Event Owner may join the Platform by (i) reviewing and signing this Agreement, (ii) providing credit card information to Company and authorizing Company to automatically bill the Monthly Fee and other charges incurred by Host to the credit card provided by Host to Company, and (iii) providing direct deposit banking information for Event share deposits. In the event an Event Owner’s credit card or banking information changes, Event Owner agrees to provide updated information to Company, and to authorize Company to bill the Monthly Fee to the updated credit card, or to

deposit Event revenue share to new banking account. To the extent Event Owner's credit card is declined, Company may offset any amounts owed by Event Owner to Company from Event Revenue otherwise due to Event Owner.

Once this Agreement has been executed by Event Owner and Company, Company will issue all login credentials, administer settings, and determine network security requirements. Event Owner agrees to comply with Company's user requirements and security policies for the EMS, as revised from time to time. Event Owner agrees not to share login credentials with any other person, including any other Event Owner. Event Owner is permitted to use the EMS only for its Authorized Experience Types and not for any other business. Failure to comply with user or security policies, or any Event Owner payment obligations will constitute a breach of these Terms, and Company will have the right to immediately suspend Event Owner's login credentials and to withhold access to the EMS until Event Owner is in full compliance. Company has the right to audit use of the EMS.

4. EVENTS AND TICKET SALES

4.1. Scheduling Events. Event Owner agrees to use only the EMS for organizing and scheduling all Events. Running Yaymaker Events "on the side" is strictly prohibited and grounds for immediate termination of this Agreement. For the sake of clarity, Event Owner may not sell tickets to a Yaymaker Event on another platform or through another channel.

4.2. Ticket Sales. All Tickets to Events are sold directly by Company to customers through the EMS. The minimum price an Event Owner may charge for an Event is \$10. Company may offer Ticket Sales through the EMS and/or through other channels in Company's sole discretion. Event Owner must direct all customers to the channel(s) designated by Company for Ticket Sales. Event Owner has no authority to alter, add to, or waive any of Company's terms of sale for Ticket Sales. If applicable, Company will collect from customers any sales taxes, use taxes, value added taxes, and other taxes or duties assessed on Ticket Sales.

4.3. Walk-Ins. If a "walk-in" customer wishes to purchase a Ticket on-site at an In Person Event, Event Owner must ensure that the Ticket Sale is processed, and paid by credit card, debit card or other permitted payment system, through the EMS. No cash purchases are permitted.

4.4. Complimentary Tickets. Company, at its discretion, may distribute complimentary Tickets to any Event.

4.5. Supplies and Materials. For Core Experiences, Company shall supply Event Owner with supplies and materials that are necessary for all customers who purchase tickets to each Core Experience Event ("Standard Supplies"), to be determined in the Company's sole discretion. To the extent Event Owner wishes to purchase non-Standard Supplies, Event Owner may do so at Event Owner's own expense. Company may require that customers purchase certain items from Company and which will be subtracted from the Ticket price. For example, if the Ticket price to an Event is \$40, and the supplies necessary for that Event cost \$18, the net amount of \$22 will be subject to the revenue split between Company and Event Owner.

Company is responsible for transportation of supplies and materials to Event Owners, but not to Event venues (Event Owner shall be responsible for making sure to have the requisite amount of supplies on hand at each Event). Company will track the number of supplies Event Owner needs to receive in relation to the Tickets sold to Event Owner Core Experience Events. Company will resupply Event Owner on an as needed basis. Once received, Event Owner is responsible for the maintenance and condition of all supplies, and Company shall have no further obligation with respect to delivered supplies. Upon termination of this Agreement, or if Event Owner leaves the Platform after the execution of this Agreement, Event Owner must return all remaining supplies Company has sent to Event Owner unless the Company dictates otherwise.

4.6. Management. Unless otherwise agreed by Company, the Principal Owner must personally manage the business and the performance of Event Owner's obligations under this Agreement.

4.7. Background Checks. Event Owners must conduct background checks on all individuals (including Event Owner, Event Owner's team members, etc.) who will have any role at any All Ages Events conducted by Event Owner. Event Owner shall not permit any person to staff an All Ages Event who has not received a clear background check. In addition, if the All Ages Event will be open to customers under the age of 18, Event Owner must: (a) confirm that Event Owner and all Event personnel has had a background check; and (b) ensure that each participant under age 18 is accompanied by an adult throughout the All ages Event. Company may establish additional policies for All Ages Events.

5. MARKETING ACTIVITIES AND REFERRALS

5.1. Marketing. Event Owner is responsible for marketing Events at Event Owner's own expense. Any use of the Licensed Marks in marketing is subject to Section 14 of these Terms. Company may provide (but has no obligation to provide) templates of postcards, posters, and other printable marketing materials that Event Owner may reproduce and distribute at Event Owner's own expense. Although Company may voluntarily engage in marketing or promotion of Events in Company's absolute discretion, Company is not obligated for marketing or promotion of Events, other than maintaining the EMS. The Event Owner is responsible for the success of ticket sales for the events posted on the platform. Event Owner must refrain from taking any action that will injure Company's brand or reflect negatively on Company.

5.2. Customer Service. Company will maintain a process for customer service, which will be available through the EMS and/or an email address that Company specifies. Event Owner is responsible for the satisfaction of persons attending Event Owner's Events and responding to and/or resolving any customer communications directed to the Event Owner via the EMS.

5.3. Event Owner Contact Information. Event Owner authorizes Company to convey Event Owner's contact information in any marketing of Events and/or to customers interested in attending Events in Event Owner's area, and any such disclosure shall not constitute a disclosure of Confidential Information.

6. PRIVATE EVENTS

The Sales Team will plan and schedule all Corporate Events and chosen Private Events submitted through the Yaymaker website or through a client request using an email address or other contact point that Company specifies. Event Owner agrees to cooperate with the Sales Team regarding Private and Corporate Events. Participation and cooperation include, but are not limited to, providing supplies (in accordance with this Agreement), staffing the Event in the usual course of business, and providing a quality client and customer experience per Brand Standards.

7. SPONSORED EVENTS

Company may arrange for product or company sponsorship of Events. Event Owner agrees to participate in and cooperate with any sponsorship arranged by Company. Participation and cooperation include, but are not limited to, introducing and/or recommending a brand or flavor of alcohol or other sponsored product being highlighted at the Event. Company will provide instructions regarding the Event Owner's responsibilities at the sponsored Event. Event Owner is not entitled to additional compensation for participating and cooperating in sponsored Events unless otherwise agreed in writing in advance of the sponsored Event. Event Owner may not independently arrange sponsorship of any Events without the prior written permission of Company.

8. PROJECT LIBRARY

8.1. Access. Company will provide Event Owner with non-exclusive access to the Project Library. The Project which will be the subject of instruction at an Event must be selected from the Project Library or be pre-approved by Company through the process in Section 8.2 below.

8.2. New Projects. To request the addition of a Project to the Project Library, Event Owner must have signed the Project Library Creator Agreement and, in the case of visual Projects, upload all required images, files and notes of the Project. The terms of the Project Library Creator Agreement are incorporated herein by reference. In order to be approved for addition to the Project Library, a Project must be an original concept and cannot be a copy or excessively derived (as determined in Company's sole discretion) from another creative work. For the sake of clarity, an Event Owner may upload his or her own images provided he/she has signed a Project Library Creator Agreement, but Event Owner may not upload images to the Project Library for or on behalf of others.

8.3. Removal. Company may remove any Project from the Project Library at any time for any reason, including its belief that the Project may infringe upon a third party's rights.

8.4. Ownership. Event Owner agrees that Company is and will remain the sole owner of all rights, title, and interest in and to all Projects subject to the terms set forth in the Project Library Creator Agreement. Event Owner acknowledges that:

(a) Event Owner does not have, acquire, or retain any interest, right, or title in any Project added to the Project Library subject to the terms set forth in the Project Library Creator Agreement.

(b) Event Owner has only the limited right to use Projects for Events and for no other purpose. Event Owner retains no rights to use of the Project after the end of an Event (or after repeated Events using the same Project) or after termination of this Agreement, subject to the terms set forth in the Project Library Creator Agreement.

(c) Any photographs taken at an Event by Event Owner or Event Owner's team which depicts in any manner the Project, the set-up of the Event, the participants or hosts or other team members at the Event, or the equipment, materials, supplies, or marketing materials related to the Platform will be the copyrighted property of Company, and may not be reproduced or utilized except as authorized by Company.

9. EVENT OWNER REVENUE

9.1. Calculation and Payment. In consideration of Event Owner's activities under this Agreement, Company will credit the Event Owner Revenue for each Event. If Event Owner disagrees with Company's calculation of the Event Owner Revenue or the Disbursement for an Event, Event Owner must give Company written notice of the objection by electronic mail within ninety-six (96) hours after Company initiates the transfer of funds. The notice must explain why Event Owner believes the amount remitted is incorrect. If Event Owner does not object in writing within the 96-hour period, Event Owner is deemed to have accepted the amount remitted by Company and to have waived any disagreement or dispute regarding the Event in question.

Calculation of Event Owner Revenue shall be based on (i) the type of Event held, and (ii) the number of Tickets sold to an Event. With respect to Public and Private events organized by the Event Owner, Event Owner shall receive 70% of each Event Ticket sold (net any core supply costs), provided that there are no refunds requested by customers and granted by the Company. For Corporate Events organized by the Home Office Corporate Events Team, Event Owner shall receive 70% of the hosting amount for each event. If the Event Owner is providing supplies for the event, they will receive an agreed upon amount of the supply amount charged as well.

Event Owner Revenue will be paid by Company on a bi-weekly basis for all Events that took place during the two week period prior to each payment. Payment shall be made by electronic funds transfer from Company to Event Owner at the banking institution designated by Event Owner. Event Owner is responsible for notifying Company of any changes to its banking information. Event Owner must maintain current and accurate banking information on file with Company, failing which Company is not obligated to pay Event Owner unless and until updated and accurate banking information is provided.

Customer refunds that are made by Company (in Company's sole discretion) will be subtracted from Event Owner's payment.

9.2. Changes. Company may revise the Event Owner Revenue methodology and/or Disbursement methodology from time to time by notifying Event Owner through the EMS or in writing. Any changes to Event Owner Revenue methodology will not apply to Events completed before the effective date of the change.

9.3. Expenses. Event Owner is responsible for its own expenses under this Agreement, other than Core Experience supplies, which shall be governed by Section 4.5 herein. Company has no obligation to reimburse expenses to Event Owner, other than as set forth herein.

9.4. Financial Results. Company does not represent, guarantee, predict, or imply any particular or minimum financial results to Event Owner from the exercise of the rights granted in this Agreement. Event Owner acknowledges that Event Owner has not relied on any such information in deciding to become an Event Owner.

9.5. Business Records. Event Owner must maintain accurate books and records and Event reports. The books and records must be available upon reasonable advance notice for inspection and copying by Company or its authorized agents or representatives during ordinary business hours. This obligation will continue for six months after the Agreement ends.

9.6 Monthly Tier Fees. In the event the Yaymaker platform opts to implement a tier system, there will be three tiers that an Event Owner must choose from: (i) the Free Tier, (ii) the Standard Tier, and (iii) the Unlimited Tier. The Standard Tier and the Unlimited Tier will cost an amount that is yet to be determined by Yaymaker. The Monthly Fee for the Standard Tier and the Unlimited Tier shall be charged to Event Owner's credit card on file with the Company on or about the first day of each month.

10. COMMUNICATIONS AND CUSTOMER DATA

10.1. Communications with Customers, Event Owners, Project Creators, Venues, Etc. All communications that Event Owner has with Ticket holders, prospective customers, Project Creators, and Event venues must be made through the EMS and other channels, if any, expressly designated by Company. Communication with customers about Events is strictly prohibited outside of the designated channels. Event Owner may not: (a) remove, copy, or process customer information from the EMS for any purpose other than conducting Yaymaker Events unless authorized to do so by the Company; or (b) use Events or Company-designated communications channels to solicit customers for unrelated business purposes. Company has the right to access and monitor messages sent from or received in the EMS.

10.2. Customer Data. To the extent permitted by applicable law, all data that Event Owner and Company collect from customers in the United States is deemed to be owned exclusively by Company, and Company will have the right to use the data in any manner without compensation to Event Owner, both during the term of and following termination or expiration of this Agreement. The customer data is Confidential Information of Company. Event Owner agrees: (a) to maintain the security measures and devices necessary to protect customer data from

unauthorized access or disclosure; (b) not to collect any personally identifiable information without the express or implied consent of the data subject; (c) to ensure that any data Event Owner transfers to Company has been collected in compliance with a privacy policy that allows the transfer; (d) to indemnify Company for any losses or expenses incurred by Company as a result of a security breach of customer data or privacy law violation for which Event Owner is responsible; and (e) return all customer data to Company and not retain any customer data upon termination of this Agreement .

10.3. Company Communications with Customers, Event Owners, Project Creators, and Venues. Company has the right at all times, both during and after this Agreement is terminated, to communicate directly with customers, Event Owners, Hosts, Team Members, Project Creators, and Event venues, individually or on a group basis, for any purpose.

11. BRAND STANDARDS

In order to protect the reputation and goodwill of the Licensed Marks and the Company, Event Owner agrees to comply with Company's standards, specifications and policies ("Brand Standards") as posted on the EMS from time to time. Event Owner acknowledges that the Brand Standards may relate to any aspect of the format, appearance, marketing, or operation of an Event. Any material failure to comply with Brand Standards will constitute a material breach of this Agreement. However, Event Owner acknowledges that Company has the right to vary its standards and specifications, in Company's reasonable judgment, to accommodate the individual circumstances of different Event Owners. Company may revise its Brand Standards and develop new Brand Standards as Company deems appropriate based on, among other things, changes in laws, technology, consumer tastes, Experience Types, and commercial practices. Company may update its Brand Standards through the EMS. Event Owner is responsible for checking the EMS periodically for changes.

12. INSURANCE

12.1. Event Owner Insurance. Event Owner is responsible for maintaining general liability insurance sufficient to cover each Event held by Event Owner. Company shall have no obligation to insure any Events held by Event Owner. Any policy obtained by Event Owner must be written by a carrier or carriers with an industry rating acceptable to Company; must name Company, its affiliates, and their respective officers, directors, shareholders, and employees as additional insureds; and must not have deductibles, exclusions or co-insurance that are unacceptable to Company. Each insurance policy must contain a waiver by the insurance company of subrogation rights against Company, its affiliates, and their successors and assigns. Event Owner must provide evidence of all required insurance coverage and payment of premiums upon reasonable request of Company. The obligation to obtain coverage is not limited by insurance that Company maintains. Any coverage obtained by Company in this respect shall be deemed to be excess coverage over and above all insurance of Event Owner.

13. LIMITATIONS ON AUTHORITY

13.1. Company Approval. Event Owner has no authority to incur any liability or obligation on behalf of Company (such as accepting a contract on Company's behalf). All proposed Events and transactions with customers, venues, and Project Creators, are subject to review by Company and are not binding until accepted by Company. Event Owner must clearly communicate the foregoing to all customers, venues, and Project Creators.

13.2. Receipt of Funds. Event Owner has no right or authority to receive or collect monies for or on behalf of Company at any time for any purpose. Any funds Event Owner receives for an Event will be deemed held in trust for Company's benefit, and must be reported and remitted to Company within 24 hours of receipt by Event Owner.

13.3. Non-Competes Prohibited. Event Owner is not permitted to impose non-compete or similar restrictions on Project Creators, employees, or contractors that would prohibit them from working with other local partners or Company.

14. LICENSED MARKS

14.1. Acknowledgments. Event Owner acknowledges that: (a) the Licensed Marks are valid; (b) Event Owner has no right, title, or interest in the Licensed Marks other than the non-exclusive license granted in this Agreement; (c) Event Owner's use of the Licensed Marks does not convey any ownership interest; and (d) all goodwill associated with and identified by the Licensed Marks belongs exclusively to Company.

14.2. Non-interference. Event Owner agrees not to contest the validity or ownership of the Licensed Marks or take any action detrimental to Company's rights in the Licensed Marks. Event Owner may not, while this Agreement is in effect or at any time thereafter, anywhere in the world, apply to register or obtain or attempt to obtain ownership of any mark or trade name which is identical or similar to, or that is likely to be confused with or dilute, any of the Licensed Marks.

14.3. Limitations on Use. Event Owner agrees to:

(a) Use only the Licensed Marks designated by Company, only in the manner authorized, and only while this Agreement is in effect;

(b) Use the Licensed Marks only for organizing, marketing, and conducting Events;

(c) Not use any of the Licensed Marks as part of Event Owner's legal name, including any business entity operated by Event Owner;

(d) Sign any documents Company deems necessary to obtain protection for the Licensed Marks or to maintain their continued validity and enforceability;

(e) Permit Company representatives at any time and without prior notice to inspect Event Owner's operations to ensure proper use of the Licensed Marks; and

(f) Not use any Licensed Marks in any other business or in association with the products, materials or services of others.

14.4. Public Notice of Independent Status. Event Owner must conspicuously identify itself to customers, venues, Project Creators, Event Owner's employees, contractors, suppliers, public officials, and others as an independent Event Owner operating under authority of this Agreement as a separate and distinct entity from Company. All contracts, payroll records, forms, business cards, stationery, advertising, signs, and other materials must display a notice identifying Company or its affiliates as the owner of the Licensed Marks and identifying Event Owner as a licensee of the Licensed Marks.

14.5. Social Media Policy. Yaymaker's social media policy is incorporated herein by reference.

14.6. Changes. Company has the right to change, discontinue, add to or substitute for any of the Licensed Marks upon reasonable notice to Event Owner. Event Owner agrees to implement any change within a reasonable time after issuance of Company's notice.

14.7. Third-Party Challenges. Host agrees to notify Company promptly if Event Owner becomes aware of (a) any unauthorized use of the Licensed Marks; (b) any use by others of similar marks; and (c) any challenge to the validity of the Licensed Marks or Company's ownership of them. Company has the exclusive right, but no obligation, to initiate, direct and control any litigation or administrative proceeding relating to the Licensed Marks.

15. CONFIDENTIALITY

Event Owner and Company acknowledge that the other party's Confidential Information is a valuable asset and that the other party could suffer irreparable harm from the disclosure of Confidential Information. Accordingly, the parties agree: (1) to hold each other's Confidential Information in strict confidence and to treat the Confidential Information with at least the same degree of protection afforded to its own Confidential Information, (2) not to disclose Confidential Information to third parties without prior written consent of the other party, and (3) not to use Confidential Information except for purposes necessary to the performance of obligations and the protection of rights under this Agreement. If Event Owner or Company is required to disclose any of the other's Confidential Information to a third party, Event Owner or Company must promptly notify the other party of the requirements so that the other party may seek an appropriate protective order, assert an appropriate objection, or seek any other appropriate remedy and/or relief and/or waive compliance with the provisions of this Agreement. In the event of any unauthorized disclosure or threat of disclosure of any Confidential Information, the non-disclosing party will be entitled to a preliminary and final injunction, without posting a bond, to prevent any further breach of this Agreement or further unauthorized disclosure or use of Confidential Information. This remedy is separate from any other remedy the non-disclosing party may have.

16. AGREEMENT TERM AND TERMINATION

16.1. Either party may terminate this Agreement on thirty days advance written notice to the other party, for any reason, or no reason at all. In the event of termination of this Agreement by either party, any Monthly Fee that has been paid by Event Owner to Company shall not be pro-rated or returned to Event Owner. Upon termination, any supplies provided by the Company or with Licensed Marks in the possession of Event Owner shall be either returned to Company, or, in Company's discretion, Company may charge Event Owner's credit card on file for such supplies. In the event notice of termination is given by the Company to Event Owner, Company may, at any time after such notice is given, disable Event Owner's login and access to the EMS.

16.2. Termination by Company for Cause. Company has the right to terminate the Agreement immediately by written notice upon the occurrence of any of the following events:

- (a) A material default by Event Owner of the Agreement;
- (b) Event Owner submits any reports to Company that Event Owner knows or should know are false or misleading; or
- (c) Event Owner violates Company's code of conduct or Brand Standards or the terms set forth in the Project Library Creator Agreement and the Project Library Policy attached thereto.
- (d) Event Owner fails to conduct any Events for a period of 30 days, or any shorter period in which the circumstances make it reasonable for Company to conclude that Event Owner does not intend to resume organizing Events.

17. EFFECT OF TERMINATION

Upon termination of this Agreement in any circumstances:

17.1. No Further Use of Platform. Upon termination of this Agreement, the rights granted hereunder will terminate without separate notice. Company will disable Event Owner's login credentials for the EMS and Event Owner must promptly stop all use of the EMS, Licensed Marks, and Project Library. If Event Owner has no Events scheduled after the written notice of termination is given pursuant to Section 16.1 hereof, Company may immediately disable Event Owner's login credentials for the EMS. Event Owner must promptly return or destroy, at Company's option, all materials that contain Confidential Information of Company and provide written confirmation to Company that the Confidential Information has been returned or destroyed.

17.2. Unpaid Commissions. Company will remain liable for any unpaid Event Owner Revenue that Event Owner earned for Events completed while the Agreement was in effect.

17.3. Post-Termination Events. If Event Owner has one or more Events on the EMS calendar scheduled to take place after the effective date of termination (“Post Termination Events”), Company may, in its sole and absolute discretion, opt to run any or all of the Post Termination Events at its own cost or cancel any or all of the Post Termination Events. Event Owner will have no further responsibilities for any Post Termination Events and agrees not to interfere with them in any way. Event Owner agrees to refer to Company any inquiries received after the effective date of termination concerning Events or Ticket Sales. Event Owner will not be eligible for commissions on any Tickets sold after the effective date of termination.

17.4. Branded Items. Within thirty (30) days after the effective date of termination, Event owner must dispose of its remaining inventory of Branded Items in accordance with Company’s directions, which may include returning such inventory to Company.

17.5. Surviving Obligations. All provisions of this Agreement that by their terms or by reasonable implication are to be performed, in whole or in part, after termination of this Agreement, will survive termination. Event Owner’s surviving obligations will include (but are not limited to): (i) confidentiality (Section 15), and (ii) indemnification (Section 19.7), Event Owner agrees to keep the personal contact information of the Principal Owner up to date with Company so that Company can contact Event Owner about matters that survive termination.

18. NO ASSIGNMENT

No Assignment. Company has entered into this Agreement in reliance on the business skill, financial capacity, and personal character of Event Owner. Accordingly, Event Owner may not sell, assign, or transfer this Agreement or delegate the performance of any of its obligations to any other person (including other Event Owner) without the prior written consent of Company.

19. OTHER TERMS

19.1. Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be sent to the address provided by the parties below, unless the other party is otherwise notified in writing of an alternate address. The notices shall be deemed to have been given upon: (a) the date actually delivered or received; (b) the day after the date sent by overnight courier; or (c) three (3) days following the date such notice was mailed by first class mail. Notices may also be sent by email or fax, and are deemed delivered on the day they are sent.

19.2. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a “Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations effected by

the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

19.3. Compliance with Laws. Each party agrees to comply with all applicable laws and regulations with respect to its activities hereunder.

19.4. No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement, or permitted successors or assigns, may enforce it.

19.5. Headings. The headings in this Agreement are for the convenience of reference only and have no legal effect.

19.6. Personal Obligation of Event Owners. Event Owner(s) and Principal Owner(s) agree to be bound personally by Sections 15 (Confidentiality), 18 (No Assignment), 19.7 (Indemnification), and 19.10 (Disputes).

19.7. Indemnification. Event Owner and Principal Owner(s) to indemnify, defend, and hold harmless Company, its affiliates, and their respective officers, directors, shareholders, members, managers, employees, and agents (collectively, the “Company Parties”) from any claim, demand, government investigation, or legal proceeding arising directly or indirectly from, as a result of, or in connection with: (i) any Event conducted by Event Owner (including contracts with third parties related to an Event); (ii) actual or alleged infringement by Event Owner of any intellectual property rights of any third party; (iii) actual or alleged failure by Event Owner to comply with any applicable law; (iv) any allegation that Company is the employer, co-employer, or joint employer of Event Owner or Principal Owner(s), , or any person performing work for Event Owner; or (v) any unauthorized disclosure, security breach, or misuse by Event Owner or Event Owner’s team of personally identifiable information of Event customers (collectively, “Claims”). This indemnity applies to any and all damages, liability, costs, expenses, and obligations the Company incurs as a result of such Claims, including but not limited to damages awards, settlement costs, fines, penalties, and interest charges; reasonable accountants', attorneys', legal assistants', arbitrators', and expert witness fees; reasonable costs of investigation and proof of facts; court costs; and reasonable travel and living expenses and other costs and expenses associated with litigation, investigative hearings, or alternative dispute resolution, whether or not a proceeding is formally commenced. This indemnity will survive termination of this Agreement and is not limited to the policy limits of any applicable insurance coverage.

19.8. Contract Changes. Company has the right to update the terms of this Agreement by notifying Event Owner of the change through the EMS or in writing to the email or mailing address on file at least 30 days before the change is to take effect. Unless otherwise specified, the contract change will apply to any Events on the Schedule at the time that the contract change takes effect. If Event Owner objects to the contract change, Event Owner may terminate this Agreement as set forth in Section 16 hereof. If Event Owner does not terminate this Agreement before the time when the contract change takes effect, Event Owner will be deemed to have

agreed to the contract change. This section does not apply to the Brand Standards under Section 11, which Company may revise from time to time.

19.9. Entire Agreement. The Agreement, together with the other documents specified herein, constitutes the entire agreement between Event Owner and Company with respect to the Platform. The Agreement supersedes any prior written or oral agreements, representations, correspondence or negotiations between Event Owner, Principal Owners, and Company concerning the Platform. No representations, understandings, agreements, terms or conditions not contained or referred to in this Agreement are binding on the parties. Except as provided in Section 19.8 hereof, this Agreement can be modified only in a record signed or authenticated by Event Owner and the Chief Executive Officer of Company (or such other person designated by the Company)

19.10. Disputes. The Agreement and any claim or dispute arising out of or relating to the Agreement, whether in contract, tort or otherwise, is governed by and will be construed in accordance with the laws of the Commonwealth of Massachusetts, except for any claim or dispute involving employment law issues, which will be governed by the laws of the state in which the Event Owner is located. This Section is not intended to subject the Agreement or the relationship between Event Owner and Company to any Massachusetts statute or regulation that would not apply by its own terms without considering this Section. Event Owner and Principal Owners must file any lawsuit against Company, and Company may file any lawsuit against Event Owner or Principal Owners, in the federal or state court where Company has its principal office at the time the suit is filed. The parties waive all objections to personal jurisdiction and venue for the purpose of carrying out this provision, and the parties agree that courts located in the Commonwealth of Massachusetts shall have exclusive jurisdiction of all disputes between Event Owner and Company.

19.11. Limitation of Liability. COMPANY AND ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE TO EVENT OWNER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE THEREOF, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF EVENT OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL COMPANY'S MONETARY LIABILITY FOR ANY CAUSE OF ACTION EXCEED AN AMOUNT EQUAL TO ONE-HALF OF THE TOTAL EVENT OWNER REVENUE PAID TO EVENT OWNER BY COMPANY UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD BEFORE THE OCCURRENCE THAT GAVE RISE TO THE CAUSE OF ACTION.

19.12. Waiver of Jury Trial. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

19.13. Class Action Waiver. To the extent permitted by law, Event Owner and its owner(s) waive the right to seek certification of a class in any action, proceeding, or counterclaim against Company.

19.14. Enforcement Expenses. Event Owner and Principal Owner(s) agree to reimburse all expenses reasonably incurred by Company (including attorneys' fees) to enforce the terms of the Agreement and to defend any claim asserted by Event Owner or Principal Owner(s) on which Company substantially prevails, as determined by the court.

19.15. Ambiguity. The parties agree that in the event of any ambiguity in this Agreement there will not be any adverse construction against any party on the grounds that the party drafted this Agreement.

19.16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19.17. Not an Employment Relationship. Nothing in the Agreement or in Company's relationship with Event Owner or its owners is intended to create or may be construed as creating the relationship of employer and employee. Event Owner is an independent contractor operating under the authority of the license granted in this Agreement. Except for Event Owner's obligation to use the to organize, market, and conduct Events and the related obligation to follow the Brand Standards, Company does not assert the right to exercise control over the means or manner by which Event Owner conducts business. Event Owner will determine its own schedule and operations in Event Owner's own judgment, subject only to the terms of the Agreement, applicable legal requirements, and the standards, procedures, and policies Company prescribes for the preservation of the goodwill associated with the Licensed Marks. Notwithstanding the foregoing, Event Owner further agrees to collaborate with a Regional Manager, if any, with respect to holding Events.

19.18. Not a Partnership, Joint Venture, or Franchise. The Agreement and the relationship between Event Owner and Company does not constitute and may not be construed as constituting a partnership, joint venture, or franchise. Except as expressly provided in the Agreement, neither Event Owner nor Company has any right to obligate or bind the other with respect to any third parties. Event Owner must conspicuously identify itself to customers, Project Creators, Event venues, employees, contractors, suppliers, public officials, and others as an independent licensee operating under authority of this Agreement. All of contracts, payroll records, forms, business cards, stationery, and other materials must identify Event Owner by Event Owner's own legal name and display a notice identifying Company as the owner of the Licensed Marks.

19.19. Event Owner Employees. Event Owner is solely responsible for the acts and behavior of any employees or contractors Event Owner hires for Event Owner's business under the Agreement. Event Owner must take reasonable steps to ensure that its employees preserve the goodwill associated with the Licensed Marks by, among other things: (i) rendering competent, prompt, courteous, and knowledgeable service to customers, Project Creators, and Event venues; and (ii) following the Brand Standards. Event Owner must timely pay its employees and contractors in accordance with the law of the jurisdiction(s) in which the employees and contractors are working. Event Owner must clearly inform all workers, before hiring and periodically thereafter, that Event Owner, and not Company, is their employer and that Company does not assume and will not accept any employer, co-employer or joint employer obligations. Event Owner agrees to indemnify Company, as provided in Section 17.7, against any claim that Company is the employer, co-employer, or joint employer of Event Owner or its owners or workers, and for any taxes that a federal, state, or local government determines are due and owing on account of Event Owner, Event Owner's employees and/or contractors, or Event Owner's business.

19.20. Severability. If any provision of the Agreement is held unenforceable or illegal by a court of competent jurisdiction, that provision will be severed from the Agreement and all other provisions will remain in full force and effect.

19.21. Authority. The parties acknowledge that the persons executing this Agreement have the authority and consent of each party to do so, and to bind their respective companies to the terms and conditions of this Agreement.

19.22. Execution. This Agreement shall not be binding unless and until it is executed by all parties hereto. The date of execution shall be the date the last party executes the Agreement.

19.23. No implied waiver. No delay or failure by Company to exercise any right under the Agreement or to insist upon strict compliance with any obligation or condition, and no custom or practice that differs from the terms of the Agreement, will constitute a waiver of Company's right to exercise the contract provision or to demand strict compliance with the terms of the Agreement. Waiver of a particular default or condition does not affect or impair Company's rights with respect to any subsequent default or condition. Waiver of a default by another host does not affect Company's right to demand Event Owner's strict compliance with the Agreement.

Appendix A: Brand Standards

What are the Yaymaker Brand Standards?

1. Zero cancellations for events with tickets sold
2. Maintain an Event Score above 4.5 out of 5
3. Be a Brand Ambassador

What is the goal of these standards?

- Provide a seamless, guest first experience
- Align the platform with common goals and expectations
- Ensure a standard of excellence across the platform

Appendix B: Yaymaker Social Media and Owner Page Policy

Page naming and descriptions

- You are welcome to name your pages anything you like. Use your personal name, set up a new one for your business, call out the experience you run—whatever works for you (ie. Jenny’s Creative Arts,” “Tim Klein,” “Judy Howell’s Events,” “Sammy’s Studio”).
- No page name should have “Yaymaker” or “Paint Nite” as a generic title (for example, “Yaymaker Boston” or “Paint Nite East Coast”). This creates confusion for our customers, and we want to present a cohesive image that celebrates our individual Event Owners. We do encourage the use of these terms in a way that supports individual Event Owner accounts that collaborate together on the Yaymaker platform. The following is the structure for how these terms can be used:
 - a. Any Yaymaker experience type (Paint Nite, Plant Nite, Design a Sign, etc.) - You can use these terms (and are encouraged to use them) in your name as long as you make them personal to you and your location (ie. “Amy’s Paint Nite Boston”).
 - b. Yaymaker - “Yaymaker” cannot be used
 - in a way that presents the page as branded by Yaymaker
 - in a way that presents conflict with other Event Owners on the platform

but can be added as a clarification (ie. “Brian Johnson, Yaymaker Owner” or “Cheryl’s Arts, Powered by Yaymaker”).

We also strongly encourage you to:

- include Yaymaker in your social page description (either as “Yaymaker Owner,” “Yaymaker Event Owner,” or “Powered by Yaymaker”)
- link to your Yaymaker EO page from your social pages and
- include the hashtags “Yaymaker” and “YaymakerOwner” in all of your posts.

This will help Google and other search engines understand that you are part of the Yaymaker ecosystem and improve organic search rankings and traffic (meaning, make it easier for your local customers to find you!).

- c. Overall best practices - we encourage you to use a personal name and location in your EO name. This will create a more personal connection with your customers and will greatly help the Google algorithm when it comes to local search. If you do not include your experience type and/or your location in your EO name make sure they are in your description.

Using the Yaymaker Brand

As a Yaymaker Event Owner, you can use the Yaymaker brand and logo to promote your Yaymaker events. This includes your promotional materials (guidelines and colors in the brand guidelines).

You are welcome to use any Yaymaker-created images to promote your Yaymaker events. DO NOT use them for non-Yaymaker events or sales.

You may not make any changes to the mark (cropping, stretching, changing the color, etc.).

You are licensing the Yaymaker brand and assets to run your own business. You are not a Yaymaker employee, and it is your responsibility to ensure that’s clear to your followers.

Page ownership & responsibility

- As the Event Owner, you are sole owners of your social pages. In some cases, you may be a shared owner of a Facebook page.
- Yaymaker has no ownership over any of your social pages.
- We expect good stewardship of all pages that mention or promote our brand. Violations will result in immediate termination from the platform. These include but are not limited to:
 - Hate speech and/or harassment
 - Using your page as a political platform
 - Disparaging the brand, customers, other Event Owners, or anyone on the Yaymaker platform

- o Posting confidential information
- o Participation or encouragement of illegal activity
- o Posting offensive or pornographic content or links to this type of sexual content.
- o Content that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, marital status, status concerning public assistance, national origin, physical or mental disability, or sexual orientation
- We expect all of our platform members to live up to our core values and brand standards (see Yaymaker Values and Brand Standards).
- We expect all of our platform members to abide by all user policies of the social media platform you're operating on, including their guidelines addressing contests and giveaways.
- Failure to abide by our policies can result in termination from the platform. Please review and send any questions to support@yaymaker.com.

Termination

If you're removed or leave the Yaymaker platform, you must delete all Yaymaker pages and promotional posts on both your personal and business pages.