



MEMORANDUM OF AGREEMENT made as of December 1, 2023

B E T W E E N:

CTR Consulting Ltd
(hereinafter called "Contractor"),

- and -

AudienceView Ticketing Corporation
a corporation governed
by the laws of Ontario,
and having its offices at
200 Wellington Street West, 2nd Floor
Toronto, ON, M5V 3C7

(hereinafter called the "Company"),

WHEREAS the Company wishes to retain Contractor to provide consulting services to the Company upon the terms set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. Term and Commitment. The Company hereby retains the services of the Contractor as of February 1, 2024 or as agreed to by you and the Company in writing (hereinafter referred to as the start of the "Service Period") on the terms set out herein. The Contractor will be available to provide its services for up to 40 hours per week. The Contractor warrants that the services hereunder shall be performed exclusively by the Contractor.
2. Duties and Responsibilities. During the Service Period, Contractor shall provide the Company consulting hours as agreed to between the Company and Contractor from time to time. In

particular, Contractor will take direction from the Director, Business Data or another individual as directed by the Company in its sole discretion.

3. Contractor Relationship. The Company acknowledges that during the Service Period, the Company and Contractor acknowledge that the services to be provided by Contractor hereunder will be provided on a contract basis and that no employer-employee relationship shall arise between the Company and Contractor and/or any of Contractor's employees and/or consultants. In particular, neither Contractor nor any employee and/or consultant of Contractor providing services to the Company on behalf of Contractor hereunder will be entitled to any employee benefits from the Company (including vacation, medical etc.), any such benefits are the sole responsibility of Contractor.

Similarly, Contractor will be solely responsible for withholding and/or paying, as applicable, any applicable income taxes, pension contributions, employment insurance premiums etc. with respect to itself and any employee and/or consultant of Contractor providing services to the Company on behalf of Contractor hereunder. If in future, it is determined by a relevant taxation authority that the payments hereunder are subject to withholding taxes, the Contractor shall be responsible for their portion of such taxes and reimburse the Company for any such taxes that must be withheld and paid to the relevant authority.

4. Compensation. In consideration of the services to be provided by the Contractor hereunder, the Company will pay to the Contractor a daily rate of \$455 USD per day ("Service Fee") based on 233 working days in a year. The Contractor shall invoice the Company for days actually worked in arrears on a monthly basis during the Service Period. It is agreed that time spent travelling to and from the Company's place of business, will not be invoiced with the exception of time spent working while in transit. The Contractor will submit a time reconciliation sheet in a form suitable to the Company along with an invoice to the Company for approval covering relevant periods worked. Approved invoices will be paid by the Company within 30 days of receipt.

5. Expenses. Contractor will be responsible for their own expenses with respect to providing services hereunder, including with respect to offsite telephone and Internet access and other similar expenses. Notwithstanding the foregoing, Contractor will be entitled to reimbursement of extraordinary out of pocket expenses approved in advance by the Company for pre-approved expenditures.

6. Proprietary Information and Non-Competition Agreements. Contractor undertakes to execute, and adhere to without exception, Proprietary Information and Non-Competition Agreements which are appended to this Memorandum as Appendices A and B, respectively. By accepting and agreeing to the terms of this agreement, as evidenced by your signature at the bottom of this memorandum, you are confirming that you have read the Intellectual Property and Non-Competition Agreements and that you will abide by them, whether or not you have in fact executed them.
7. Termination by the Company. The Company may terminate this Agreement as follows:
- (a) By prior written notice to Contractor for any material breach of this contract by Contractor which shall be deemed to include any act or omission or series of acts or omissions by Contractor or any of its employees and/or consultants which would, in law, constitute just cause for termination of the employment of an employee. In the event of such termination, the Company will have no further obligation to Contractor hereunder except to pay for such services as may have been performed by it up to the date of such termination; or
 - (b) By written notice for any other reason, provided that in the event of such termination, the Company will pay Contractor for such services as may be performed by it up to the date of such termination. Such written notice to provide a minimum of 60 days' notice of termination.
8. Termination by Contractor. Contractor may terminate this Agreement as follows:
- (a) by prior written notice to the Company for any material breach of this contract by the Company; or
 - (b) By prior written notice for any other reason, provided that in the event of such termination, the period of such notice will not be less than 60 days.
9. Indemnification. The Company shall indemnify and save harmless Contractor from and against any and all liability, damages, costs (including reasonable counsel fees and disbursements), charges and expenses arising out of or related to any act or omission done or permitted by him or herto be done in connection with there performance of the services contemplated hereby; provided

that such indemnity shall not extend to liabilities, damages, costs, charges, or expenses attributable to the misconduct or negligence of the Contractor in providing the services contemplated hereby.

10. Arbitration. If the parties disagree about the terms or interpretation of this Agreement and cannot reach a mutually acceptable resolution, the parties will submit the dispute to binding arbitration pursuant to the Ontario Arbitration Act. The parties will select the arbitrator together and share all costs associated with any arbitration equally.

11. Governing Laws. This Agreement shall be governed by the laws in accordance to the local laws.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supercedes all prior agreements or understandings, whether written or oral.

Nancy Galaski
Nancy Galaski (Dec 1, 2023 11:02 GMT-3)

Nancy Galaski
VP, People & Internal Systems

Terms of Offer Accepted:

By signing below, I acknowledge that my execution of the Agreement is done freely and voluntarily, without inducement or duress, having had an opportunity to review and seek independent legal advice as to the terms and conditions set out above.

By: *Courtney Robinson* Date 12/01/2023
Courtney Robinson (Dec 1, 2023 15:36 GMT) _____

APPENDIX A

AUDIENCEVIEW TICKETING CORPORATION

NON-DISCLOSURE OF PROPRIETARY INFORMATION

CONTRACTOR/CONSULTANT

I/we will not at any time, whether during or after the termination of my/our Contractor/Consulting agreement with AudienceView Ticketing Corporation [the 'Company', which, includes all affiliates (as defined in the *Ontario Business Corporations Act*) of the Company], reveal to any person or entity any of the Company's Trade Secrets, Proprietary Information or Confidential Information, or Intellectual Property, except as may be required in the ordinary course of performing my/our duties as a Contractor/Consultant to Company. I/we will keep secret all matters entrusted to me/us and will not use or attempt to use any such information in any manner inconsistent with my/our duties to the Company for commercial or financial benefit or to the detriment to the Company's interests. This prohibition against disclosure includes, but is not limited to, disclosing the fact that any similarity exists between the Trade Secrets, Proprietary Information or Confidential Information of the Company and information independently developed by another person or entity, and I/we understand that such similarity does not excuse me from abiding by my covenants and other obligations under this Agreement.

1. As used herein, the terms Trade Secrets, Proprietary Information and Confidential Information will mean all information regarding inventions, products, product plans, designs, drawings, sketches, marketing and other plans, methods, know-how, techniques, technology, systems, characters, processes, strategies, software programs, works of authorship, customer lists, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, notes, memoranda, reports, lists, records, specifications, software programs, data, documentation, budgets, plans, projections, forecasts, financial information and proposals (in whatever form), or other materials of any nature relating to any matter within the scope of the business of the Company or concerning any of the dealings or affairs of the Company.
2. As used herein, the term "Intellectual Property Rights" will mean all industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications or registrations, databases, algorithms, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.
3. The above restrictions will not apply to: (i) information that at the time of disclosure is in the public domain through no fault of mine; (ii) information received from a third party outside of the Company that was disclosed without a breach of any confidentiality obligation; (iii) information approved for release by written authorization of the Company; or (iv) information that may be required by law or an order of any court or agency to be disclosed, provided that you first inform the Company of such requirement in order that the Company be able, at its discretion, to seek a protective order or other remedy in order to eliminate or limit such required disclosure.
4. During the term of my/our Contractor/Consulting Agreement with the Company, I/we will not take, use or permit to be used, any Trade Secrets, Proprietary Information or Confidential Information other than for the benefit of the Company. I/we will not, after the termination of my/our contract, use or permit to be used any such Trade Secrets, Proprietary Information or Confidential Information, it being agreed that all of the foregoing will remain the sole and exclusive property of the Company and that immediately upon the termination of my/our contract, I/we will, to the extent applicable, deliver all of the foregoing, and all copies, thereof, to the Company, at its main office.
5. While I/we am/are a Contractor/Consultant to the Company, I/we will not use or disclose to the Company the confidential, proprietary or trade secret information of others.
6. I/we have not entered into and will not enter into any agreement that conflicts with the terms of this Agreement.

7. Assignment of Developments:

If at any time, during my/our contract with the Company, I/we, make, conceive, discover or reduce to practice any Proprietary Information whatsoever (whether or not subject to statutory protections), herein called "Developments," that:

- i. relates to the business or prospective business of the Company, its customers or its suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company, or
- ii. results from tasks assigned me by the Company, or
- iii. results from the use of premises or personal property (whether tangible or intangible) owned or leased by the Company,

such Developments and the benefits thereof shall immediately become the sole and absolute property of the Company and I/we shall promptly disclose to the Company each such Development and hereby assign any rights, including any Intellectual Property Rights, that I/we may have or acquire in the Developments and benefits and/or rights resulting there from to the Company without further compensation and shall communicate all available information relating thereto (with all necessary plans and models) to the Company. I/we further waive any and all moral rights that I/we may have in respect of any such Developments.

- a) Upon disclosure of each Development to the Company, I/we will, during the term of my/our contract with the Company and at any time thereafter, at the request and cost of the Company, sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require:
 - i) to apply for, obtain and vest in the name of the Company (unless the Company otherwise directs) patent protection, copyrights or other analogous protection and Intellectual Property Rights in any country throughout the world and when so obtained or vested to renew and restore the same;
 - ii) to defend any actions or opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such patent, copyright, other analogous protection or Intellectual Property Rights; and
 - iii) to bring any action to enforce any rights in any Developments.
- b) In the event the Company is unable, after reasonable effort, to secure my/our signature relating to patents, copyrights or other analogous protections or Intellectual Property Rights with respect to a Development, whether because of my/our physical or mental incapacity or for any other reason whatsoever, I/we hereby irrevocably designate and appoint the Company and its duly authorized officers and agents, as my/our agent and attorney-in-fact, to act for and on my/our behalf to execute and file any such application and do all other lawfully permitted acts to further the issuance of any such patent, copyright or other analogous protection or Intellectual Property Right with the same legal force and affect as if executed by me.
- c) I have carefully read and understood this Agreement and the related agreements, and am fully aware of its legal effect and that I have had an opportunity to consult with my own legal counsel with regard to this Agreement and its related agreements. I acknowledge that I am signing this Agreement and related agreements freely, voluntarily and with full knowledge of its terms and consequences. I have had the opportunity to be represented by counsel of my choice in negotiating this Agreement and related agreements.

By: Courtney Robinson Date 12/01/2023
By: [Courtney Robinson \(Dec 1, 2023 15:36 GMT\)](#)

APPENDIX B

NON-COMPETITION and NON-SOLICITATION AGREEMENT

This Agreement is made and entered into on December 1, 2023, by and between AudienceView Ticketing Corporation (“Company”), and CTR Consulting Ltd (“Contractor”).

Whereas, Company and Contractor are entering into a business relationship and,

Whereas, Contractor will receive, in the execution of said agreement, information concerning the operations, products, services and customers of Company, which information is confidential and of vital interest to the business of Company and is not generally known to the public or the industry; and

Whereas, Company is not willing to enter into the business relationship with the Contractor without the Non-Competition and Non-Solicitation Agreements contained herein.

Now, therefore, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Contractor agree as follows:

1. **Non-Competition Agreement.** From and after the date hereof and for a period of three (3) months after the voluntary or involuntary termination of the Contractor’s engagement with Company for any reason by either Company or Contractor, Contractor promises and agrees that unless Contractor obtains prior written consent of Company, Contractor will not, directly or indirectly, engage in any activity or act in any manner, including but not limited to, as an individual, owner, sole proprietor, founder, associate, promoter, partner, joint venturer, shareholder (other than as a less than five (5%) percent shareholder of a publicly traded corporation), officer, director, trustee, manager, employer, employee, independent contractor, subcontractor, principal, agent, salesperson, broker, representative, consultant, advisor, investor or otherwise, as or for any business or entity that is engaged in or which is competitive with the business of Company. As used in this Agreement, the term “Person” means any individual, corporation, joint venture, general or limited partnership, association, trust or other entity.
2. **Non-Solicitation Agreement.** From and after the date hereof and for a period of six (6) months after the voluntary or involuntary termination of the Contractor’s engagement with Company for any reason, by either Company or Contractor, Contractor promises and agrees that Contractor will not willfully, whether for Contractor’s own benefit or benefit of any other Person, endeavor to, directly or indirectly, divert or entice away from Company any Person who is an employee, contractor, service provider or customer of Company, by initiating any form of contact or communication, directly or through others, with a Company employee or such other Person, as applicable.
3. **Reasonableness of Promises.** Contractor acknowledges and agrees that the scope and duration of the restrictive covenants contained in this Agreement are both fair and reasonable and that the interests sought to be protected by Company are legitimate business interests entitled to be protected. Contractor further acknowledges and agrees that Company would not have agreed to engage Contractor, unless Contractor entered into this Agreement.
4. **Injunctive Relief: Attorney’s Fees.** The parties agree that the remedy of damages at law for the breach by Employee of any of the covenants contained in this Agreement is an inadequate remedy. In recognition of the irreparable harm that a violation of any of the covenants, promises, or obligations arising under this Agreement would cause Company, Contractor agrees that in addition to any other relief afforded by law, an injunction against such violation or violations may be issued against Contractor and every other person concerned thereby, it being the understanding of the parties that both damages and an injunction shall be proper modes of relief and are not to be considered alternative remedies. In the event of any such violation, Contractor agrees to pay the costs, expenses and reasonable attorney’s fees incurred by Company in pursuing any of its rights with respect to such violation, in addition to the actual damages sustained by Company as a result thereof.

5. **Blue Pencil Doctrine.** In the event that the scope and/or duration of the restrictive covenants contained in this Agreement shall be found by a court of competent jurisdiction to be unreasonable, then such restrictive covenant shall be deemed modified to the minimum extent necessary to make them reasonable and enforceable under the circumstances. The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal or unenforceable for any reason, the remainder shall not thereby be invalidated, but shall remain in full force and effect.
6. **Amendment.** No amendment or waiver of any portion of this Agreement shall be effective unless the same shall be in writing and signed by all parties and then such waiver shall only be effective in the specific instance and for the specific purpose for which it was given.
7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but nothing in the Agreement is to be construed as an authorization or right of any party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party hereto; provided, however, Company may, without the consent of the Contractor, assign its rights under this Agreement to any other affiliate company or an entity that results from a merger, transfer, sale or consolidation of all or substantially all its assets. In addition, Contractor acknowledges and agrees that its obligations under this Agreement will be read to apply to the Company and any and all affiliates (as defined in the *Ontario Business Corporations Act*) of the Company.
8. **Governing Law.** This Agreement shall be construed, governed by and enforced in accordance with local laws.
9. **Headings.** The heading to the paragraphs of this Agreement are intended for the convenience of the parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

By: Courtney Robinson Date 12/01/2023
By: Courtney Robinson (Dec 1, 2023 15:36 GMT)











Courtney Robinson - Contract Agreement

Final Audit Report

2023-12-01

Created:	2023-12-01
By:	Tara Carroll (tara.carroll@audienceview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyM1IAsGkyNTY984m0Trp8jH1FgRZ9rb5

"Courtney Robinson - Contract Agreement" History

-  Document created by Tara Carroll (tara.carroll@audienceview.com)
2023-12-01 - 1:06:14 PM GMT
-  Document emailed to null Nancy (nancy.galaski@audienceview.com) for signature
2023-12-01 - 1:12:34 PM GMT
-  Email viewed by null Nancy (nancy.galaski@audienceview.com)
2023-12-01 - 2:01:39 PM GMT
-  Signer null Nancy (nancy.galaski@audienceview.com) entered name at signing as Nancy Galaski
2023-12-01 - 2:01:58 PM GMT
-  Document e-signed by Nancy Galaski (nancy.galaski@audienceview.com)
Signature Date: 2023-12-01 - 2:02:00 PM GMT - Time Source: server
-  Document emailed to null Courtney (courtney.robinson@audienceview.com) for signature
2023-12-01 - 2:02:01 PM GMT
-  Email viewed by null Courtney (courtney.robinson@audienceview.com)
2023-12-01 - 2:09:33 PM GMT
-  Signer null Courtney (courtney.robinson@audienceview.com) entered name at signing as Courtney Robinson
2023-12-01 - 3:36:34 PM GMT
-  Document e-signed by Courtney Robinson (courtney.robinson@audienceview.com)
Signature Date: 2023-12-01 - 3:36:36 PM GMT - Time Source: server
-  Agreement completed.
2023-12-01 - 3:36:36 PM GMT