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I. <u>Definitions</u>

For the purpose of this Broker Guidebook please refer to the following list for explanations of commonly used terms:

- Broker: A registered business that buys and sells tickets.
- Cancelled Event: An event that has been called off and will not be rescheduled.
- **Customer:** A purchaser of tickets whether for re-sale or end use.
- **Data:** Broker inventory information.
- **Electronic Ticket/E-Ticket:** A ticket that is printable, has a unique barcode and is used for entry into the venue.
- **Event:** A unique combination of name, date, time, and venue used to identify a performance.
- **Exchange:** Database that lists the inventories of participating Brokers.
- **Hard Ticket:** An actual ticket printed by the box office on thick ticket stock; the tickets usually have the venue's name printed on them.
- **Inventory:** Tickets that a Broker is listing on the Exchange.
- **Postponed Event:** A planned event that has been rescheduled to a later date, or announced to be rescheduled at some time.
- **Soft Ticket:** A ticket that is usually sold by the primary ticket agency; these tickets are printed on thick ticket stock and usually have the primary ticket agent's branding on them.
- Ticket Seller: Any seller of tickets regardless of legal business status.

II. Requirements to Post Inventory

1. Qualifications

The following qualifications are prerequisites to listing tickets for sale on TicketNetwork:

- Regular Hours of Operation: Brokers must set and maintain the following minimum regular
 hours of operation: 10am until 5pm in their local time zone. Brokers may also maintain
 additional hours of operation before and after normal business hours. Brokers who receive high
 order volume outside of normal business hours are expected to process their orders at these
 times.
- Office Telephone: Brokers must have a dedicated business telephone number. Home telephone and mobile (cellular) telephone numbers that are also used for personal calls are not acceptable office phones. The office telephone must be answered in a professional manner and have a professional, business voice mailbox set up and monitored regularly.
- **Business Address:** Brokers must have a dedicated street address. This address is necessary to provide a physical location for mail delivery and customer access. P.O. Boxes are not acceptable business addresses; however, they may be used as separate mailing addresses.
- Facsimile (Fax): Brokers must have a dedicated facsimile (fax) number. Internet or electronic fax numbers are acceptable.
- **Email:** Brokers must have a business email address that is checked regularly and has enough space in the inbox to accommodate all messages sent to the address.
- Emergency Contact: Brokers dealing in last minute will calls or meet and greets must have emergency contact information available for customers during off hours, weekends, and holidays. A personal phone line is an acceptable emergency contact.
- **Credit Card Processing:** TicketNetwork Direct Brokers must be able to process VISA/Diner's Club, MasterCard, American Express, and Discover/JCB credit cards. Fulfillment Brokers must be able to accept three out of four of these credit cards.
- Business Checking Account: TicketNetwork policy requires that all monetary transactions between Brokers and TicketNetwork conducted via credit card or a business checking account. No personal checking accounts may be used.

2. Association Memberships

Brokers must belong to at least one of the following associations, and have the membership seal on their website(s). Established ticket Brokers may find it beneficial to become members of more than just one of these organizations.

- Better Business Bureau: The BBB offers many services and benefits including BBBOnline
 Reliability and Privacy Seals which give customers more confidence in buying from
 websites displaying the seals. The BBB also provides free publications, programs and
 services for member companies. The official website of the BBB is http://www.bbb.org.
- Better Ticketing Association: The BTA is a premier membership organization for ticket industry participants. The BTA has partnerships with other industry leaders to provide brokers with discounted products and services all geared toward improving members' business performance. Members also receive newsletters highlighting valuable industry news, events, trends, and legislation. Annual membership in the BTA is \$295 USD; however, there are discounts for TicketNetwork Brokers. The discounted rate is \$149 USD. The official website for the BTA is http://www.betterticketing.com.
- International Association of Assembly Managers: The IAAM is an association of
 managers in all types of public assembly facilities including amphitheaters, arenas,
 auditoriums, convention center/exhibit halls, performing arts venues, stadiums and
 university complexes. Active membership in the IAAM includes discounts on
 conferences, meeting, and educational products, free access to Safety and Security
 Planning guides for specific facility types, bi-weekly newsletters, and a bi-monthly trade
 publication. The official website is https://www.iaam.org.
- International Ticketing Association: INTIX is the only organization that focuses
 exclusively on ticketing and admission services in sports, entertainment, and the arts.
 The association brings ticketing professionals together to enhance their knowledge and
 advance their careers. Membership is recognized as a commitment to professionalism
 and excellence in ticketing services. The INTIX website is http://www.intix.org.
- National Association of Ticket Brokers: The NATB is a specific ticket broker association
 that offers benefits to its members including being listed as a member broker on its
 website, a complaint committee to help settle disputes between brokers and
 customers, and access to legal counsel. The official website for the NATB is
 http://www.natb.org.

^{**} Brokers outside of the United States and Canada are encouraged to seek out and join trade organizations in their area.

III. Posting Inventory

1. Options to Send Ticket Inventory

Ticket sellers send ticket data to TicketNetwork using one of the following four software products:

- a) TicketNetwork Point-of-Sale;
- b) TicketBoard Pro hand entry;
- c) TicketBoard Pro file upload;
- d) Consumer to Consumer exchange.

	Consumer Seller	POINT-of-SALE		
PRODUCT COMPARISON CHART	Program		TicketBoard Lite	TicketBoard Pro
Ticket sales listing	X	X	X	Χ
TND access for maximum distribution		X	X	Χ
Discounted shipping label integration		X	Χ	Χ
Purchasing availability of other sellers' inventory		X		Х
Customizable ticket-selling website		X		Х
Powerful Client-Server based infrastructure		X		
Unlimited user access		X		
Remote location connectivity		X		
Easy-to-use credit card processing		X		
Integrated account management		X		

The TicketNetwork Point-of-Sale (hereinafter referred to as "POS") is the best and most accurate way to send ticket information to TicketNetwork. The POS supports near real-time data transfer which allows for the fastest pricing and availability updates.

TicketBoard Pro (hereinafter referred to as "TBP") hand entry is the second best way to send ticket data to TicketNetwork. TBP hand entry also supports near real-time pricing and availability changes. POS changes come first on TicketNetwork systems.

The TicketBoard Pro file upload option is applicable when the Broker already has an inventory file available. In this situation, the TBP can automatically upload a current inventory file to TicketNetwork on a regular interval. This option is not real-time and pricing and availability changes may be delayed in comparison to POS and TBP hand entry changes.

The Consumer to Consumer exchange (hereinafter referred to as "C2C") is the final available option for Ticket Sellers. C2C does not support real-time data transfer and pricing and availability changes may be delayed in comparison to POS and TBP hand entry changes.

2. Basic Ticket Listing Guidelines (Event Venue, Event Date, Event Time)

TicketNetwork requires the following three pieces of information to be unique to consider an event unique:

- a) Event Venue;
- b) Event Date;
- c) Event Time within 90 minutes (+-);

Tickets for events that match a previously approved event at the Event Venue, Event Date, and Event Time (within 90 minutes more or less) will be automatically added to the previously approved event.

a. Event Venue

For POS, C2C, and TBP hand entry customers a complete list of current venues is available to select every time you add a new Event in either the TicketBoard Pro or the Point-of-Sale. Since the Exchange includes venues all over the country and the world, accuracy and thoroughness while searching for the name is important.

For TBP file Uploaders, please use the following guidelines:

- a) Spell out the Venue Name completely and without abbreviations.
- b) Include a state abbreviation after a dash if necessary to avoid confusion between multiple venues with the same name. For example, Verizon Wireless Amphitheatre VA.
- c) Event complexes, like casinos and some performing arts centers, have multiple venues. The correct theater, or hall, within the complex must be specified as part of the Venue Name.

TicketNetwork reserves the right to delay the listing of any tickets listed at a previously unknown, disapproved, or non-unique venue. Please note that selecting from the previously approved venue list will ensure faster ticket listings. Tickets for venues with ambiguous venue names may never become available on TicketNetwork until the venue includes a unique state identifier.

b. Event Date

Enter the date exactly as it is listed on the ticket. The correct format is "MM/DD/YYYY." For international events, please note that some countries list dates as "DD/MM/YYYY," so the Broker will have to adjust the format to coincide with the Exchange format.

Multiple-Day Events: For events lasting more than one day, such as music festivals, a separate Event will be created for brokers listing "strip" tickets that are good for admittance to all days of the event. For tickets that are only good for one specific day of the event, please list the ticket under the appropriate date.

c. Event Time

Enter the exact time of the start of the event in the time zone of the venue. If information about when the doors open is available, this should be entered in the Notes field. If the time is "to be determined" (TBD), enter 3:30am.

TicketNetwork has chosen 3:30am to represent a TBD time since events are typically not set to begin at this time. Customers buying tickets on websites powered by TicketNetwork will see "TBD," not 3:30am.

If multiple events are taking place at a given venue on the same date, 3:30am is not an acceptable designation. If there are multiple events on one day and the Broker entered 3:30am, tickets will not be posted until the Broker corrects their listings.

d. Designation of "Master" Events

TicketNetwork uses the Master Event (hereinafter referred to as "Master Event" or "Master") designation to indicate that there is a very high likelihood that the Event designated as the "Master Event" is the only event occurring at that Event Venue for that Event Date.

When an event is designated as Master, all tickets listed at that Event Venue for that Event Date will be captured and merged into the Master Event. In order to list tickets for another Event Time at that Event Venue on that Event Date the Master designation must be removed from the Event.

3. Event Verification

TicketNetwork verifies all events against the primary ticketing source to ensure an accurate Event Name, Event Venue, Event Date, and Event Time. Many Events are prelisted and approved by TicketNetwork and can be found by searching by performer, venue, or date in the TicketNetwork POS, TicketBoard Pro or C2C seller tools.

When listing tickets for an event that is not already approved by TicketNetwork, the listing seller needs to ensure accurate event information. Having accurate information will ensure that the tickets get posted quickly. If the information in a Ticket Sellers' listing cannot be verified or is incorrect, TicketNetwork will send an email requesting either a website link from the primary ticketing source for verification purposes or a correction to the Event Name, Event Venue, Event Date, or Event Time of the event. The email will also indicate that the corrected listing must be resubmitted (for TBP file Uploaders). Official sources for verification are the venue's website, the venue's primary ticket agency website, and the performer's official website. The official source must include the Event Name, Event Date, Event Time and Event Venue of the Event.

The process of searching the Internet, emailing the Broker, and waiting for resubmissions is time-consuming for TicketNetwork and causes delays in the Event posting process. This ultimately impedes a Seller's ability to post their tickets. Therefore, it is in the Seller's best interest to list events accurately and with all the requisite information.

TicketNetwork reserves the right not to approve or to remove any Event at any time without stated cause or notice.

4. Additional Event Information (Event Name, Event Category, Event Performer)

a. Event Name

When applicable, select the Event Name from the existing list of performer names available in the POS or TicketBoard Pro. If you are unable to find the name, use the name provided from the primary ticket source or printed on the ticket.

TicketNetwork has the following additional requirements for correctly formatting event names:

Additional Instructions for Naming a New Event:

• Use "&" for multiple, separate performers on the same event (ex. Aerosmith & Sammy Hagar) and "and" for single performers/groups (ex. Brooks and Dunn)

Do not use industry terminology, shorthand, or buzzwords.

Special Instructions for Sports:

- For team sports, the name must read, "Home Team vs. Visiting Team." Even if the game is played at a neutral site, one of the teams is considered the home team.
- For college sporting events, include the school name and mascot for the home and away teams.
- To eliminate confusion with college basketball games, add "-hockey" to the end of the name for college hockey games.
- For women's basketball, add "- womens" to the end of the name to avoid confusion with men's games.
- For college football bowl games, the name should read, "The Name of the Bowl: Home Team Vs. Visiting Team."
- For NASCAR events, the name should read, "NASCAR ______ Series: Sponsor Distance."
 For example, "NASCAR Nationwide Series: Camping World 300.

Special Instruction for Concerts:

- For headlining acts with unknown opening acts, just use the headline act as the name of the event.
- For double bills, include both names of the performers in the event name and omit lesser known opening acts.
- For well-known tours, such as Lollapalooza and the Vans Warped Tour, just use the tour name.
- For less well-known tours, use the format, "Tour Name: Groups on the Tour."

Examples of Correctly Formatted Event Names:

- Boston Red Sox vs. New York Yankees
- Alison Krauss and Union Station
- Taste of Chaos Tour: Deftones, Thrice & Atreyu
- Tom Petty and the Heartbreakers
- Nebraska Cornhuskers vs. Colorado Buffalos
- Connecticut Huskies vs. Tennessee Volunteers Womens
- Boston College Eagles vs. Boston University Terriers Hockey
- Rose Bowl: Texas Longhorns vs. USC Trojans

b. Event Category

TicketNetwork places all approved events into an Event Category (hereinafter referred to as "Event Category" or "Category"). The Event Category compares events on three different levels of granularity: Parent Category, Child Category, and Grandchild Category. Event categorization is a comparative process that indicates that the Event is similar to the events in its category. For example, a major league baseball game is similar to a minor league baseball game and each would have a parent category of Sports and a child category of Baseball but each would have a different Grandchild category. Each category compares the event to other events at a finer level of granularity. Event categories allow customers to quickly browse through events by category using TicketNetwork products including Web sites. Each event has a minimum of two event categories.

c. Event Performers

TicketNetwork assigns all approved events an Event Performer or multiple Event Performers (hereinafter referred to as "Event Performer(s)"). An Event Performer is any participant in the event that merits individual recognition or would be pertinent to a customer finding event information via search. Insomuch as the event itself qualifies as the Event Performer the Event Performer may be considered an Event Production (hereinafter referred to as "Event Production"). An example of an appropriate list of Event Performers for a Van Halen concert may include: "Van Halen," "David Lee Roth" and "Sammy Hagar" as each performer is a legitimate participant that may merit individual recognition.

For theater productions, TicketNetwork does not list individual actors unless they are so exceptionally famous as to merit inclusion. An example of an Event Production would be "Wicked." Event Performers are included to allow for better sorting and searching of events within TicketNetwork Products and Web sites.

5. Ticket Specifications

a. Venue Section Specifications

Sections should be listed exactly as printed on the ticket itself. Section entries must be in the correct format. Correct format includes only the essential information about the name, letter, or abbreviation of the section where the tickets are located. Do not use descriptive words or symbols such as "best," "close," or "*" in the section or row field. Brokers must not enter "TBD" if the section is unknown; Brokers must wait to list tickets until the section and row of the seats are known. Brokers who list sections other than exactly what is printed on the ticket will have their inventory removed from the event and may be subject to further penalties.

b. Seat Row Specification

Rows should be listed exactly as printed on the ticket itself. The correct row number/letter of the tickets must be entered in the Row field. Do not use symbols such as asterisks or periods; these may cause your tickets to not display. Brokers must not enter "TBD" if the row is unknown; Brokers must wait to list tickets until the section and row of the seats are known.

If the tickets have one row printed on them, but their actual location is closer to the field/stage than the printed row may indicate (i.e. some rows at Yankee Stadium), you still must list exactly what is printed on the ticket. You may provide additional details in the notes field.

For example, if your tickets have Row 13 printed on them, but they are really the 6th row away from the field, you still must put "13" as your ticket row. You may not put "13 (Really 6th row)" or "6th row". You can include a ticket group note which clarifies this.

Brokers who list rows other than exactly what is printed on the ticket will have their inventory removed from the event and may be subject to further penalties.

c. Ticket Group Split Rules & Aisle Seat Rules

All TicketNetwork web sites allow the sale of any size ticket group that does not leave the Ticket Seller with a single ticket. However, tickets can only be listed as "Aisle Seats" if the tickets are a single or pair.

d. Additional Informational Notes

Notes are intended to be used to convey important information to a customer that they should know before they purchase a set of tickets that are not clearly conveyed by the section, row, and seat numbers. Brokers will be able to accurately describe their tickets via a series of predefined notes lists and drop-down menus in their software.

While the Exchange is in transition to this new notes process, TicketNetwork reserves the right to ban any notes it deems inappropriate without notification. If a listing has an inappropriate note, the entire notes field will be removed from the listing.

A support ticket should be created by Brokers who would like TicketNetwork to review an optional note to add to the pre-defined list or drop down notes menu.

6. Special Ticket Types

a. Tournament Tickets

Tournament and playoff tickets that depend on results of future events may be listed without performers as long as the venue and date are known.

Tournament and playoff tickets cannot be listed if the date or venue is TBD except where TicketNetwork has established an exception to this policy for a specific event. In these cases, TicketNetwork will send email notification and/or place an announcement in WebAdmin regarding the exception. Brokers are responsible for updating their listings regardless of when the teams or performers are announced.

b. Speculative Tickets

Brokers shall only list tickets under two conditions: (1) when they have the tickets "in hand," or (2) when they can provide proof of purchase of the tickets.

Brokers shall not list speculative tickets

Speculative tickets are defined as Inventory that is posted before tickets can possibly be purchased. Sometimes speculative tickets are also referred to as "short selling." Inventory can only be listed before an event's on-sale date if the Broker can prove that they have tickets in hand matching the section and row indicated in uploaded data.

Another type of speculative ticket is Inventory that is posted on the TicketNetwork Exchange when tickets are still readily available from the primary ticket source and the Broker cannot prove that any inventory risk has been taken.

Any Inventory that is sold as a "get-in" ticket, or represents the worst possible ticket to an event, at a price which does not reflect assumed market value for such a seat is also a type of speculative ticket. This Inventory shall not be listed.

Speculative tickets may be blocked from the Exchange without notice at TicketNetwork's discretion until TicketNetwork acquires proof of ticket ownership from the Seller.

7. Opt-In Policy

TicketNetwork has an "Opt-In" event policy for major events. These events typically feature high-dollar orders, so in order to ensure our shared customers' satisfaction TicketNetwork places a higher level of scrutiny on the inventory for these events.

"Opt-In" events will include major events throughout the year, including but not limited to the Super Bowl, the Masters Golf Tournament Championship Round, BCS Championship game, the four (4) BCS Bowls, the MLB All-Star Game, and any exclusive, private events where individuals have exclusive rights to sell tickets.

Opt-In Procedure

- Brokers are not automatically included in "Opt-In" event listings. Brokers must request to be "Opted-In" to these events via a WebAdmin Support Request.
- Brokers should check their WebAdmin announcements to learn if any other events beyond those listed above have been set as "Opt-In" events. TicketNetwork also sends notice of "Opt-In" events via e-mail.
- All tickets must be listed by the *exact* section and row (there can be no speculative sections or rows, or "general seating" labels).
- Brokers may be required to prove inventory risk prior to "Opt-in" approval.
- Brokers must provide a valid contact number where they can be reached during times of heavy sales. This period is typically the initial on-sale period or the night of and day after the event's teams are determined.
- Brokers may be contacted at any time up until midnight on those days to check on unprocessed orders. If at any time Broker is unreachable or does not immediately respond to emails or messages, tickets will be removed.

TicketNetwork reserves the right to remove any Broker at any time from these events, regardless of compliance with "Opt-In" policies. No prior notification will be given before removing the Broker from the events. Reasons for removal could include, but are not limited to: bad ticket group notes, customer service complaints, or any violations of TicketNetwork's Broker Guidebook. Brokers that have exhibited poor performance in past major events and brokers with a below average broker rating will face increased inventory scrutiny or will not be "Opted-In".

Further, if an "Opted-In" broker has a poor fill rate for the opted-in event or cannot provide the customer with the exact tickets listed, TicketNetwork will terminate the Broker's participation in the event immediately, without prior notification. Rejections due to credit card declines may be penalized on a case-by-case basis, solely at TicketNetwork's discretion. The Broker will have

the opportunity to pay, out-of-pocket, the fees that TicketNetwork would have made had the order(s) been accepted. The rejecting Broker will be responsible for all costs associated with replacing the order, above the value of the original order. Once TicketNetwork assesses that it and the customer(s) have been justly compensated, the Broker may be granted 'Opt-In' status again at the discretion of TicketNetwork. TicketNetwork is not liable for lost profits from ticket sales forgone during this suspension period. Depending on the severity of the infraction, further penalties may be assessed at the sole discretion of TicketNetwork.

8. Ticket Accuracy Listing Policy/Cancelled Event Removal Policy

All tickets listed by a seller for an event at a venue shall accurately represent the location printed on the ticket. Any seller listing tickets for sections or rows that do not actually exist for sale at the venue shall be subject to a fine of one-hundred dollars (\$100 USD) per listed ticket or five hundred dollars (\$500 USD) per event. Penalties for subsequent offenses may include additional fines, suspensions, and termination of services. Sellers aware of violations of the "Ticket Accuracy Listing Policy" are encouraged to report those violations by creating a support ticket. Please include specific event, row, section, quantity, and seller information if available.

Brokers are required to remove their inventory from the Exchange when an event is cancelled. Failure to do so within 4 days of the event cancellation will result in penalties as described in the Ticket Accuracy Listing Policy.

9. Professional Behavior Policy

Brokers are expected to behave in a professional, businesslike manner and are to refrain from using language that denigrates TicketNetwork, TicketNetwork employees, or business model. Brokers will be subject to disciplinary action as described in **Section IX. Broker Disciplinary Action Policy** for actions including but not limited to: Non-payment or chronic late payment of fees due to TicketNetwork; poor customer service, including inability by TicketNetwork or retail customers to contact Broker; improper ticket listings; improper use of TicketNetwork software; inappropriate and/or abusive language or actions directed at TicketNetwork employees or retail customers; written or verbal statements in any medium that denigrate TicketNetwork, TicketNetwork employees, retail customers, or business model.

Please note that some behaviors by Brokers may be deemed by TicketNetwork at its sole discretion to be so egregious that TicketNetwork will immediately, and without prior notification, suspend for an indeterminate period of time, or terminate, the Broker's account, regardless of the established penalty assessments procedure detailed in **Section IX.**

10. Events Not Generally Allowed

- **a. Charity Events:** TicketNetwork reserves the right not to list events that it deems to be ethically sensitive.
- **b. Grammy and Academy Awards:** Intellectual property laws prohibit the listing of these events. However, if a Broker believes that it has a legal right to list the event and is willing to use the legal system to enforce this right, please contact TicketNetwork.
- **c. Tribute Bands/Events:** TicketNetwork may, at its sole discretion, choose to prohibit listings for tribute bands and/or events when the listing may lead to confusion among retail customers as to who is actually performing.
- **d. Please Note:** TicketNetwork understands that brokers have numerous channels through which they acquire inventory. However, TicketNetwork does not approve of or condone the use of automated computer programs, 'bots', or 'spinners' as a means of obtaining inventory.

11. File Freshness

To ensure that the Data posted on TicketNetwork is up-to-date; Brokers must upload their inventory as often as possible. Out-of-date, or "stale," Data can result in tickets being sold multiple times or at the wrong price. It is a Broker's responsibility to keep their inventory up-to-date on TicketNetwork. Orders that a Broker rejects due to stale Data will have a negative effect on the Broker's Exchange Rating. In addition, if a Broker's Inventory is older than one (1) hour old, the Broker may expect the Inventory to be deleted from TicketNetwork or not included on TicketNetwork web sites.

IV. <u>Inventory Pricing</u>

1. Pricing Control

Brokers have sole discretion to determine their ticket pricing. Furthermore, Brokers are permitted to adjust ticket prices and update their listings provided that the tickets have not yet been sold. However, if the Broker lists on multiple exchanges, the Broker must also comply with the IV.2.3. Multiple Exchange Markup Policy below.

2. Price Changes

Brokers must understand that Inventory is not posted in precise real-time due to delays in technology. In order for pricing on TicketNetwork to be accurate, it is the Broker's responsibility to upload current Inventory as often as necessary. It is also the Broker's responsibility to ensure that all prices are accurate prior to uploading Inventory. Finally, it is the Broker's responsibility to monitor and maintain Inventory accuracy once it is posted on TicketNetwork.

Under no circumstance may a Broker reject an order at one price then re-post the same set of tickets for a higher price. If the Broker attempts to sell the same ticket(s) at a higher price on TicketNetwork, TicketNetwork will take action in accordance with, but not limited to, the Broker Disciplinary Action Policy.

3. Multiple Exchange Markup Policy

Brokers are permitted to sell tickets on multiple, competing secondary ticket exchanges including Event Inventory and Ticket Technology. However, TicketNetwork does not permit Brokers to mark up inventory posted on TicketNetwork. Any listing posted on the TicketNetwork Exchange must be listed at the lowest possible price for those tickets. If a Broker is found to be marking up tickets posted on TicketNetwork, or discounting tickets posted on other exchanges, TicketNetwork will take disciplinary action against the Broker in accordance with the Broker Disciplinary Action Policy section of this Guidebook. Such actions include, but are not limited to, taking down the Broker's entire Inventory until the markups are corrected, restricting the Broker from using the Exchange for a period of time, punitive monetary fines, and account termination.

This policy protects listing Brokers on TicketNetwork because marking up tickets on the Exchange devalues the Exchange for both the end users as well as the Brokers. If TicketNetwork cannot provide the best pricing available the Exchange loses value in the eyes of the end ticket purchaser. This in turn affects the ability of listing Brokers to sell their Inventory successfully on the Exchange.

4. Broker-to-Broker Orders Must be Charged in United States Dollars (USD)

Canadian and European Brokers must charge United States Brokers in United States Dollars (USD). If the two Brokers are both from a country other than the United States, they may choose to charge in their own currency.

V. TICKETNETWORK DIRECT PROGRAM POLICIES

The TicketNetwork Direct Program model is a shared-customer concept that maximizes a Broker's inventory exposure on TicketNetwork's affiliated websites, resulting in a greater opportunity for sales for the Broker. TicketNetwork's affiliated websites send the customer directly to the Broker. Brokers charge the customer's credit card, provide customer service, and may send promotional materials with the Customer's order. Customer information is available to both the Broker and TicketNetwork for marketing purposes. Customers have Broker contact information available to them after the purchase is made, and may also call in to the website's Customer Service Center for assistance on their orders.

As a participant in the TND Program, Brokers must adhere to the Exchange Listing policies stated previously in this Guidebook. Brokers must also abide by the TicketNetwork Direct Program Standard of Service that is described in full later in this section of the Guidebook.

Brokers who participate in the TND Program also must:

- *Accept all four major credit cards: VISA/Diner's Club, MasterCard, Discover/JCB and American Express.
- *Make payments for their TND Fees via ACH (preferred) or Credit Card.
- *Use IPCharge with the Charge-at-Checkout option.
- *Participate in the TND Shipping Program.
- *Provide exemplary Customer Service.

If you are not currently a participant in the TND Program and would like more information, please contact your TicketNetwork Sales Representative at 860-870-3400, Option 4.

The following pages include important information regarding TND Program Billing and Shipping Policies. Please familiarize yourself with these policies, and if you have any further questions, please create a Support Request Ticket. Our Billing Support team will respond promptly.

TICKETNETWORK DIRECT PROGRAM STANDARD OF SERVICE

It is vital to TicketNetwork that all listing Brokers who participate in the TicketNetwork Direct Program handle their orders in a professional and timely manner. To this end, TicketNetwork requires that all participants in the Program comply with the following Standard of Service.

1. Correctly Listed Tickets

- o Broker Inventory must be correctly listed on the Exchange.
- o Brokers must honor the listed price for their Inventory.

- If a listed item is not a ticket (e.g. a parking pass, hotel room, or food package), broker must choose the appropriate description from the drop-down menu that states that the ticket does not allow admission to the event.
- o If a Broker does not have the tickets in hand, the Broker the Broker must choose the latest date that the tickets will be in hand from the dropdown menu.
- If the ticket delivery date changes after orders are received, the Broker must notify Customers regarding the updated delivery date. Any changes must also be noted by the broker on the order. If a Customer requests the shipping costs to be waived due to this change, the Broker must oblige.
- o If the ticket listing contains Broker contact information, including but not limited to Broker's telephone number, all of the Broker's tickets will be taken down from the Exchange immediately and without warning. TicketNetwork will then contact the Broker in order for the Broker to remedy the infraction. A fifty dollar (\$50.00 USD) penalty will be assessed against the Broker's account, and after the notes have been fixed the tickets will be brought back onto the Exchange. If the Broker fails to fix the problem, the Broker's account will be terminated without further notification or a lesser penalty. This is a seriously egregious infraction of the Standard of Service.

2. Customers and TicketNetwork Customer Service Must be Able to Reach Broker

- o Contact information on file with TicketNetwork must be current and correct.
- Broker must check all listed voicemail and email accounts on a regular basis during business hours.
- Broker must be available during regular business hours to answer Customer and TicketNetwork Customer Service Department questions.
- Broker must respond in a timely manner to voicemail and email messages from TicketNetwork's Customer Service, Exchange and Compliance Departments pertaining to questions about order status and other order information.

3. Use Proper Phone Etiquette for Calls

- o Be prepared: know the seat numbers for your accepted orders and the date they will ship.
- Remember that TicketNetwork often has to answer the end Customer's questions. If TicketNetwork Customer Service calls you for information about the tickets or ship date, give the most accurate information possible. If TicketNetwork Customer Service leaves you a message, get back to them within the business day even if it is to say that the issue is still being resolved. Resolve all issues as soon as possible; not doing so is frustrating and worrisome to the end Customer and TicketNetwork, and can ruin the business relationship between all parties involved.
- Be proactive! Attempt to solve any problems promptly, or find replacement tickets quickly to
 offer the Customer if you find that the tickets are no longer available. Do not resort to the
 argument that the tickets are no longer available, especially if you have already accepted the
 order.

- If you have a problem with an order and cannot get reach the Customer, leave a detailed voicemail and send an e-mail explaining the issue. Note the order thoroughly for TicketNetwork Customer Service to refer to, should the Customer contact our Call Center.
- Use appropriate telephone speech habits: do not slur or use slang words, do not use foul language, make sure your voice and mannerisms reflect that you are alert and intelligent, be considerate especially when answering the call, closing the call, and asking to put the person on hold.

4. Promptly Process Orders

- o Process orders within one (1) business day. This includes weekends when major events go on sale and the Broker lists inventory for these events.
- o Resolve any order issues/problems within two (2) business days.
- Keep Customers updated regarding order status.
- Brokers with fulfillment rates that consistently fall below TicketNetwork's accepted level will be removed from the TND Program.
- All Brokers on the TND Program must accept Visa/Diner's Club, MasterCard, American Express, and Discover/JCB credit cards.
- o Brokers shall not charge a credit card processing fee.
- If a Broker allows a Customer to pay by cash or check, TicketNetwork will not intervene in any disputes over funds owed.
- Ship the tickets by the next business day, at the latest, in the delivery envelope using the air bill provided via the TND Shipping Program. You may include your company's promotional material with the tickets and add TND customers to your mailing lists only for orders that you have "Accepted."
- o Any promotional materials that denigrate the TicketNetwork business model are strictly prohibited. Examples of inappropriate materials include promoting the avoidance of service fees and providing that refunds or exchanges will be allowed. Violations of this policy will result in disciplinary action in accordance with the Broker Disciplinary Action Policy below.
- o If a Broker has too many pending orders at any given time, the Broker's tickets will be immediately removed from the Exchange without prior notification and the Broker's participation in the TND Program will be suspended. TicketNetwork will later contact the Broker to alert the Broker to the necessity of promptly processing the orders so the rest of the Broker's ticket inventory can be brought back onto the Exchange. Especially for major, high-dollar events, Brokers run the high risk of having their tickets removed without prior notification when they do not process over two-thousand dollars (\$2,000.00 USD) worth of pending orders within two to three hours.

5. Properly Rejected Orders

 A ticket order submitted by a Customer and confirmed by the Broker is considered final and binding with no cancellations allowed by either party.

- o If the Broker independently chooses to allow a customer to cancel, or back out of a TND order, the Broker is still responsible to pay the TicketNetwork fees for that order. Brokers shall not refer Customers to TicketNetwork for a refund of service fees.
- Brokers shall not contact the Customer when the order cannot be filled with the requested tickets or alternate tickets. The request must be rejected. Brokers may not contact customers when an order is rejected for any reason. If TicketNetwork determines that a customer has been led to believe by the Broker that their order cannot be filled, a penalty in the amount of the Service Fee plus the Broker's usual TND fee on the order will be assessed. An additional penalty of one (1) rejected order will be added to the Broker's fill rate.
- o If the order is filled with alternate Inventory, the initial order must be accepted since it resulted in a sale.
- If the Customer contacts the Broker after the order has been rejected, the Broker must refer the Customer to TicketNetwork's Rejected Order Hotline at 1-877-486-3435. Brokers outside the US and Canada are reminded to advise customers to use the proper country code when calling.
- TicketNetwork will contact all Customers and attempt to fill all rejected orders with other tickets where possible.
- Penalties will be assessed against Brokers who reject and then subsequently fill an order.
 Brokers who show a pattern of doing so will be removed from the TND Program.
- Be aware that all rejected orders affect a Broker's Fill Rate. A low rating affects the
 distribution channels available for that Broker's tickets, affects the Broker's overall Exchange
 Rating, and may, ultimately, result in removal from the TicketNetwork Direct Program.
- o If a Broker has too many rejected orders at any given time, the Broker's tickets will be immediately removed from the Exchange without prior notification. Especially for major, high-dollar events, Brokers run the high risk of having their tickets removed without prior notification when they reject over two-thousand dollars (\$2,000.00 USD) worth of pending orders for reasons other than a credit card decline.
- TicketNetwork will not intervene on the Broker's behalf in disputes concerning a ticket order with a delivery date less than one week prior to the event. Brokers must understand the risks involved in buying, selling and delivering tickets only a few days before an event. TicketNetwork's expectation is that tickets will be shipped to Customers in a timely manner well in advance of the event date. Brokers who show a pattern of Customer Service problems related to poor shipping practices will be subject to penalties up to and including removal from the TND Program.

6. Proper Handling of Orders Cancelled by Customer

- Brokers receiving a ticket order from a Customer should immediately process the order and ship the tickets.
- Apart from a request from TicketNetwork due to a technical problem regarding the order, it is the Broker's decision and sole responsibility whether to allow the Customer to cancel an order. The Broker is under no obligation to allow the order to be cancelled at the request of the Customer.

- Please note that allowing Customers to cancel orders affects the Broker's fill rate, so TicketNetwork strongly recommends not letting Customers out of their orders. TicketNetwork will not issue refunds on any fees to brokers for these orders; nor may the broker refer the Customer to TicketNetwork for any refunds. The only exception to this policy is when TicketNetwork requests an order be cancelled for technical reasons. Appropriate credit will be issued to the Broker or the order will be removed from the Broker's Fill Rate if the order is cancelled at TicketNetwork's request.
- If the Broker chooses not to cancel the order, advise the customer that the only valid reason for cancellation is a Cancelled Event.
- If the Customer needs further assistance with their order, direct the Customer to
 TicketNetwork's Cancellation Hotline at 1-866-712-7832. Brokers outside the US and Canada
 are reminded to advise customers to use the proper country code when calling. When the
 Cancellation Hotline speaks with the Customer, the Broker can track the conversation(s) by
 looking up the appropriate order in the Order Searcher.

7. Substitute Tickets Policy

- o TicketNetwork expects listing Brokers to deliver tickets exactly as specified in the ticket order.
- If the original tickets are no longer available, the Broker should attempt to satisfy the Customer by asking the Customer's permission to substitute equivalent or better tickets. If the Customer accepts the proposed substitution, the Broker should accept the order and deliver the tickets by the original delivery date.
- When the Customer selects "will not accept equivalent or better seats" and the tickets
 delivered are greater than two (2) rows different than what was promised on the order, the
 Incorrect Tickets Shipped Policy (below) will apply.
- The Broker is responsible for any additional costs of obtaining replacement tickets. Those costs may not be transferred to the Customer.
- If the Broker refuses to comply, TicketNetwork's Busted Order Policy (see Item 12, below) will apply.

8. Incorrect Tickets Shipped Policy

- o If incorrect tickets have been shipped but have not reached the Customer, the Broker should immediately contact TicketNetwork Technical Support in order to research the transaction and have the shipment cancelled if possible.
- o If incorrect tickets have been delivered to the buyer, the Broker is responsible for immediately shipping the correct set of tickets to the Customer.
- Brokers are required to send the Customer the correct tickets before they can expect the incorrect tickets to be returned.
- If the Broker refuses to comply, the Broker's tickets will be taken down and merge disabled for two (2) weeks. The Broker will immediately refund the customer 125% of the total value of the order. Failure to do so will result in additional penalties, up to and including removal from the TND Program.
- o In addition, TicketNetwork will fine the broker 50% of the order total to offset the time and resources expended to rectify the situation.

 Broker must contact TicketNetwork within two (2) business days with verification that the customer has been refunded 125% of the order.

9. Invalid Tickets Policy

- o In the event that tickets are confirmed to be fraudulent or invalid, the Broker is responsible for any and all charges incurred to satisfy the Customer under the terms of our Customer Guarantee which provides for a refund of one hundred twenty-five percent (125%) of the original charge. In addition, the Broker will be responsible for an additional fifty percent (50%) of the original charge payable to TicketNetwork to compensate for the customer service fees associated with dealing with the customer and proving the invalidity of the tickets.
- Broker must contact TicketNetwork within two (2) business days with verification that the customer has been refunded 125% of the order.
- TicketNetwork reserves the right to remove Broker's inventory from the system until a refund has been issued.
- A penalty of four (4) rejected orders equivalent in value to the original "Invalid Tickets Order" will be added to the Broker's Fill Rate for one rebate cycle.
- In total, this means that any time a Customer is not admitted to the venue or is removed from their seats due to fraudulent or invalid tickets, the Broker is liable for one hundred seventyfive percent (175%) of the original charge plus the penalties described above.
- TicketNetwork does not tolerate the sale of invalid/fraudulent tickets. The penalty for listing invalid/fraudulent tickets is determined on a case-by-case basis, but may be as severe as immediate termination of the Broker's account if the Broker's actions in issuing invalid tickets is determined to be intentional.

10. Postponed Events Policy

- o If an event is postponed and new tickets are required, the Broker should ship the new tickets to Customers as soon as available.
- If a Customer wishes to cancel the order after an event has been postponed, it is the Broker's decision and sole responsibility whether to allow the cancellation. The Broker is under no obligation to do so, and the same consequences for allowing cancellations apply.

11. Cancelled Events Policy

 If an event is cancelled entirely with no rescheduled date, the Broker must refund one hundred percent (100%) of the Customer's purchase price, minus the shipping fee. The Broker may ask the Customer to return the tickets to them at the Broker's expense before issuing the Customer credit.

12. Failure to Deliver Accepted Orders ("Busted" Orders)

- o When a Broker "Accepts" an order and then fails to deliver those precise tickets or better tickets to the Customer, TicketNetwork expects that the Broker will fill the Customer's order with same or better tickets regardless of the current price. The additional cost may not be passed on to the Customer. If the Broker refuses to comply, the Broker will immediately be suspended from the TND Program and Broker's tickets will be removed from the Exchange for a period of time to be determined at the discretion of TicketNetwork's Compliance Department. TicketNetwork will then fill the Customer's order with equivalent or better tickets regardless of the current price. The Broker will be responsible to repay TicketNetwork for the entire price of those newly obtained tickets regardless of whether they cost more than the originally accepted order. This amount will be added to the Broker's next TND invoice. If the newly obtained tickets cost less than the original order, TicketNetwork reserves the right to keep the difference in cost to compensate for the additional workload required to re-fill the order.
- o If no same or better tickets are available, the Broker will be responsible to refund the customer 125% of the original order amount to compensate for the inconvenience of expecting to receive tickets, being informed that the order was accepted, and then later finding out that they will not be receiving any tickets to the event. TicketNetwork will also add 50% of the original order amount to the Broker's next TND invoice as a penalty to offset the time and effort spent to rectify the situation.
- Broker must contact TicketNetwork within two (2) business days with verification that the customer has been refunded 125% of the order.
- TicketNetwork reserves the right to remove Broker's inventory from the system until a refund has been issued.
- A penalty of two (2) rejected orders equivalent in value to the original "Busted Order" will be added to the Broker's Fill Rate for one rebate cycle.
- Brokers who show a pattern of busting orders will be removed from the TND Program and may be subject to further penalties at the discretion of the TicketNetwork Compliance Department.

TND Billing & Shipping Regulations

1. Billing Policies

The Billing Cycle:

The TND Billing cycle begins Saturday midnight (12:00 am US Eastern Time) and ends Friday one minute before midnight (11:59 pm Eastern Time). Invoices are created the following Wednesday at midnight (12:00 am Eastern Time). On Wednesday, when a bill is created for each broker, Order Status is locked for the previous billing cycle. We assume that any order that is in pending or processing status will be filled, so those orders are auto-accepted for billing purposes.

Obtaining Credit for TND Fees:

All requests for credit on TND orders **must** be submitted via a Billing Support Request Ticket in the broker's Web Admin. We cannot accept phone or email requests. Each request must include the TND order number and reason for the request. Brokers may submit multiple requests on one support request ticket.

Once a support request is submitted, it will be reviewed by TicketNetwork staff and responded to quickly, usually within one business day. Approved credits will appear on invoices within two billing cycles. Brokers will be notified of the invoice date on which credit(s) will appear. Brokers will be able to see what orders have been credited each week on their TND invoices.

Please note that only the following types of requests for credit will be approved:

- o Cancelled events (rescheduled events will not be considered unless there is a change of venue where the tickets will not be honored).
- Verifiable website technical errors.
- o Verifiable software errors, such as mapping problems.
- Customer did not receive tickets in time for event due to TND-approved shipping company failure to deliver as promised, as long as the broker has refunded the customer in full for the order. Please note that in order to dispute TND Shipping Program (FedEx) charges, brokers must click on the "Dispute" button on Shipping invoices. Shipping disputes cannot be addressed via Billing Support tickets.

All requests for credit must be submitted within these deadlines:

- 1. Within thirty (30) days of the order date for software errors, technical errors, and TND-approved shipping company failure to deliver.
- 2. Within thirty (30) days of the official announcement of an event or tour cancellation.

We will not consider for credit any request that falls outside of these deadlines.

Requests for credit on TND orders will NOT be approved for the following reasons:

- Auto-accepted orders. TicketNetwork's expectation is that all Brokers will process or reject all TND orders within 24 hours of receiving the order, and resolve any problems with orders within 48 hours. If Broker cannot resolve any problems within that timeframe, the order must be rejected. Please keep in mind the Billing Cycle (see previous section) when processing orders.
- Orders where the customer was denied entry to the event or where there was a dispute at the venue regarding seating.
- Busted orders any accepted order (including auto-accepted) where the Broker did not deliver on the tickets in a timely manner according to TND policies and/or ship-by date in ticket group notes, and a complaint was filed by the customer.
- Credit Card Declines.
- Accepted (including auto-accepted) orders where the customer and/or TicketNetwork
 Customer Service is unable to reach the Broker in a timely manner to resolve any issues.

- Any order that results in: threat of legal action against TicketNetwork, a Better Business Bureau complaint, Attorney General complaint or any complaint filed with any official entity against TicketNetwork Direct, due to customer service issues that the Broker failed to resolve.
- o Orders under \$2500 USD where the Broker requires a fax authorization from the customer.
- o Customer requests cancellation. We do not allow customers to cancel orders.
- o Rescheduled events unless there is a venue change where the tickets would not be honored.
- Refunds issued by the Broker due to the customer threatening a chargeback or where the Broker allows the customer to cancel for any reason other than event cancellation/rescheduling to a new venue.
- All situations where the Broker has failed to comply with the TicketNetwork Exchange Listing Policies and/or the TicketNetwork Direct Program's Standard of Service.
- o Mislisted tickets. It is the broker's responsibility to list tickets correctly.

<u>Timeline for Accepting/Rejecting Orders:</u>

TicketNetwork expects that all orders will be accepted within twenty-four (24) hours. We encourage Brokers to take no more than forty-eight (48) hours to resolve any problems that may be encountered (such as credit card declines) with TND orders. Every order affects your processing time rating, so it is in your best interest to process orders quickly. Every auto-accepted order that is not filled represents a missed opportunity to serve the customer.

If the Broker cannot resolve any problems within two business days, the order must be rejected. Any customer that contacts a Broker after their order has been rejected must be referred to our Rejected Order Hotline: 877-486-3435. Brokers outside the US and Canada are reminded to advise customers to use the proper country code when calling. Once an order is rejected, the Broker has relinquished any right to the customer. At that point, TicketNetwork Customer Service Department contacts the customer and attempts to refill the order with alternate tickets.

Important Information Regarding Rejected Orders:

If an order is mistakenly rejected or the Broker realizes that the order can now be filled after rejecting it, the Broker must contact TicketNetwork before attempting to process the order. **Brokers may not fill a rejected order without express permission from TND.** Please create an urgent support ticket when such a situation arises; our Compliance team will determine if the order has already been filled with another Broker's tickets and let you know if the order can be released back to you.

If a Broker fills an order that he/she has previously rejected, the Broker will be billed for the TND fees on that order and will have a penalty of one (1) rejected order added to their fill rate. The Broker will also be held liable for any costs associated with the duplication of the order, up to and including refunding the Broker who rightfully filled the order. If the customer receives two sets of tickets, the Broker may not get those exact tickets back. The Broker may receive the tickets the other Broker sent out. The Broker who filled the order after he/she has previously rejected it will still be held liable for the order. Any Broker who does not comply with this regulation will be removed from the TicketNetwork Direct Program until the matter is resolved.

If TND determines that a Broker shows a pattern of rejecting orders that they in fact later fill, the Broker will be subject to penalties up to and including termination from the TicketNetwork Direct program.

2. Shipping Policies

TicketNetwork Shipping Program Billing

Every Tuesday, Brokers will see an invoice for packages that were shipped and billed in the previous week. Every Thursday, TicketNetwork will charge the Broker's preferred billing method (credit card or ACH) for the total amount due. Please note that labels are invoiced as they are billed from the shipping provider, so billing on each package may be 2 or 3 weeks delayed. If the Broker ever needs to change how their company is billed for Shipping Invoices, the Broker should create a support request in their Web Admin with the requested change.

Shipping invoices can be found by clicking on the Invoices tab on the main WebAdmin menu, and then selecting the Shipping option, located directly below the TND invoice option.

Costs are calculated as follows:

- Discount is taken off base transportation charges
- Ancillary costs are added in as follows:
 - Residential delivery \$2.50
 - o Rural residential delivery \$2.40
 - o Indirect signature \$1.75
 - Direct signature \$3
 - o Adult signature \$4
 - Saturday delivery \$15
 - Address correction \$11
- Fuel surcharge is calculated by taking the base transportation charges minus the discount plus any delivery fees times the current fuel surcharge. Current rates can be found at http://www.fedex.com/us/services/fuelsurcharge.html
 - o Please note that signature costs are not included in the fuel surcharge calculation.
- Price Protection Policy for TND orders:

Price Protection will cover any amount over what the TND customer was charged: e.g., customer was charged \$15 but total bill comes to \$17.25 – an automatic credit of \$2.25 will be applied to the Broker's Shipping Invoice to cover the difference. Price Protection covers only the initial shipment of the TND order. Brokers are responsible for the fees associated with any returned shipment.

Price Protection does not apply to any order unless the customer chooses FedEx delivery at the time the order is placed.

Near-Term Special Delivery:

All orders delivered via Near-Term Special Delivery are charged to the Customer at \$15. Of that amount, TicketNetwork will bill Brokers \$4 on their TND Shipping Invoice, and the Broker will keep \$11.

To dispute a charge on an invoice, Brokers must click on the "Dispute" button located with each tracking number on the Shipping Program invoice. Click the button, enter in the details, and TicketNetwork's Accounting Department will respond via email regarding the status of the claim and when approved credits will appear on a Shipping Program Invoice. Do NOT create a support ticket; all disputes must be filed via your TN Shipping Invoice. Please note that you will have to disable popup blockers on your computer in order to enter details when you dispute an invoice.

All disputes must be filed within the following deadlines. These deadlines will be strictly enforced:

- Lost Packages: within two weeks of shipment, as FedEx will not issue credits past that deadline;
- Late Delivery Packages: within two days after the tracking number appears on the Broker's Shipping Program Invoice.

All disputes <u>must</u> be filed via the Broker's Shipping Invoice. No email, phone, or support ticket requests will be honored. Any claim filed by the Broker directly with FedEx will be disqualified for refund by TicketNetwork.

Credit requests can only be honored if TicketNetwork gets credit from FedEx.

Credit requests for individual charges (e.g., not residential delivery) will only get individual charge credits.

Lost Package Refund Policy: If a package shipped with a TicketNetwork label is determined to be lost, TicketNetwork will provide the Broker with three times (3x) the standard \$100 FedEx refund. For this guarantee to apply, Broker must dispute the shipment through his/her TicketNetwork Shipping Program Invoice within two weeks of shipment, and FedEx must honor the claim. The triple claim amount policy is only in effect if TicketNetwork wins the claim and receives the \$100 standard refund from FedEx. If the Broker pursues the claim independently of TicketNetwork, the triple refund offer becomes void.

<u>Late Delivery Refund Policy</u>: Late delivery is treated differently by FedEx than lost packages, and so the lost package guarantee does not apply. TicketNetwork will issue the Broker refunds based on what FedEx refunds to TicketNetwork for the late package. In order to be eligible for a refund, Broker must dispute the shipment through the TicketNetwork Shipping Program Invoice within two days after the Invoice is issued, and FedEx must honor the claim.

For both the Lost Package and Late Delivery policies, unless the Broker declares a value and insures the package, the maximum liability per FedEx package is \$100. All relevant information must be provided to TicketNetwork, including the reason for the claim, the total order amount, and event date.

VI. TICKETNETWORK FULFILLMENT PROGRAM

The TicketNetwork Fulfillment Program is an alternate way for brokers to sell their tickets through the TicketNetwork Exchange. The TicketNetwork Fulfillment Program model is similar to broker-to-broker transactions. TicketNetwork is the Selling Broker on the order, and purchases tickets from holding Brokers to be sent to TicketNetwork Customers. Fulfillment Brokers may not send promotional materials to TicketNetwork Customers. All Customer contact on Fulfillment orders is conducted by TicketNetwork, and our Fulfillment Department works with Brokers to resolve any problems with these orders.

Limitations of the Fulfillment Program:

- Fulfillment brokers' ticket listings are restricted from websites 96 hours prior to an event to allow ample time for shipping. (TND inventory remains on the websites up until the event begins.)
- Fulfillment brokers are only permitted to deliver tickets via the shipping label provided by TicketNetwork. There is no will-call, local pickup, email, courier, or other delivery permitted. (TND brokers are permitted to provide those delivery methods depending on event date.)
- Fulfillment inventory appears on most websites with a 10% markup. (TND inventory appears on most websites with no markup.)
- Fulfillment inventory for events occurring in certain states and provinces is restricted from websites. (TND inventory has fewer restrictions.)

As a participant in the TicketNetwork Fulfillment Program, Brokers must adhere to the Exchange Listing policies stated previously in this Guidebook. Brokers must also abide by the TicketNetwork Fulfillment Standard of Service that is described in full later in this section of the Guidebook.

Brokers who participate in the TicketNetwork Fulfillment Program also must:

*Accept payment for their tickets via check. Payment is made to the Broker on a weekly basis at a rate based on their Broker Rating.

*Participate in the TicketNetwork Shipping Program – Brokers must use the airbills generated by TicketNetwork for any tickets that are purchased from the Broker via the TicketNetwork Fulfillment Program.

*Provide exemplary Customer Service.

If you are not currently a participant in the TicketNetwork Fulfillment Program and would like more information, please contact your TicketNetwork Sales Representative at 860-870-3400, Option 4.

The following pages include important information regarding TicketNetwork Fulfillment Program policies. Please familiarize yourself with these policies, and if you have any further questions, please create a Support Request Ticket or contact your Sales Rep.

<u>TicketNetwork Fulfillment Program Standard of Service</u>

It is vital to TicketNetwork that all Brokers participating in the Fulfillment Program handle their orders in a professional and timely manner. To this end, TicketNetwork requires that all Brokers in the Program comply with the following Standard of Service.

1. Correctly Listed Tickets

- Broker Inventory must be correctly listed on the Exchange.
- o Brokers must honor the listed price for their Inventory.
- If a listed item is not a ticket (e.g. a parking pass, hotel room, or food package), broker must choose the appropriate description from the drop-down menu that states that the ticket does not allow admission to the event.
- If a Broker does not have the tickets in hand, the Broker must choose the latest date that the tickets will be in hand from the dropdown menu.
- o If the ticket delivery date changes after orders are received, the Broker must notify the TicketNetwork Fulfillment Department immediately regarding the updated delivery date. If a Customer requests the shipping costs to be waived due to this change, TicketNetwork will oblige the request, and the shipping cost will be deducted from the Broker's next fulfillment payment check.
- o If the ticket listing contains Broker contact information, including but not limited to Broker's telephone number, all tickets will be taken down from the Exchange immediately and without warning. TicketNetwork will then contact the Broker in order for the Broker to remedy the infraction. A fifty dollar (\$50.00 USD) penalty will be assessed against the Broker's account, and after the notes have been fixed the tickets will be brought back onto the Exchange. If the Broker fails to fix the problem, the Broker's account will be terminated without further notification or a lesser penalty. This is a seriously egregious infraction of the Standard of Service.

2. TicketNetwork Must be Able to Contact Broker

- Contact information on file with TicketNetwork must be current and correct.
- Broker must check all listed voicemail and email accounts on a regular basis during business hours.
- Broker must be available during regular business hours to answer TicketNetwork Fulfillment Department questions.
- Broker must respond in a timely manner to voicemail and email messages from TicketNetwork's Fulfillment, Exchange and Compliance Departments pertaining to questions about order status and other order information.

3. Use Proper Phone Etiquette for Calls

- Be prepared: know the seat numbers, the price they are listed at, and the date the order will ship.
- o If the Broker is away from the office and is unsure the tickets are still available, do not confirm the order until you can establish that the tickets are available.
- Remember that TicketNetwork has to answer the end Customer's questions. If TicketNetwork Fulfillment calls you for information about the tickets or ship date, give the most accurate information possible. If TicketNetwork leaves a message, return the call or email within the business day even if it is to say that the issue is still being resolved. Resolve all issues as soon as possible; not doing so is frustrating and worrisome to the end Customer and TicketNetwork and can ruin the business relationship between all parties involved.
- Be proactive -- do not resort to the argument that the tickets are no longer available when you
 cannot fill an accepted order with the exact tickets. Fulfillment Brokers are responsible to find
 suitable replacement tickets if an order has fallen through.
- o If you have a problem and cannot immediately reach TicketNetwork Fulfillment, leave a detailed voicemail and send an e-mail explaining the issue.
- Use appropriate telephone speech habits: do not slur or use slang words, do not use foul language, make sure your voice and mannerisms reflect that you are alert and intelligent, be considerate especially when answering the call, closing the call, and asking to put the person on hold.

4. Promptly Process Orders

- o Process orders within one (1) business day. This includes weekends when major events go on sale and the Broker lists inventory for these events.
- o Resolve any order issues/problems within two (2) business days.
- Keep TicketNetwork up to date on the resolution of any problems with orders.
- Brokers with fulfillment rates that consistently fall below TicketNetwork's accepted level will be subject to penalties up to and including inventory restriction.
- Ship the tickets by the next business day, at the latest, in the delivery envelope using the air bill provided. Do not contact the Customer and do not include any promotional materials in the envelope. Violations of this policy will result in disciplinary action in accordance with the Broker Disciplinary Action Policy.
- o If a Broker has too many pending orders at any given time, the Broker's tickets will be immediately removed from the Exchange without prior notification. TicketNetwork will later contact the Broker to alert the Broker to the necessity of promptly processing the orders so the rest of the Broker's ticket inventory can be brought back onto the Exchange. Especially for major, high-dollar events, Brokers run the high risk of having their tickets removed without prior notification when they do not process over two-thousand dollars (\$2,000.00 USD) worth of pending orders within two to three hours.

5. Properly Rejected Orders

 A ticket order submitted by the TicketNetwork Fulfillment Department and confirmed by the Broker is considered final and binding with no cancellations allowed by either party with the exception of orders that are in error due to technical problems.

- Be aware that all orders rejected by the Fulfillment Broker affect the Broker's Fill Rate. A low rating affects the distribution channels available for that Broker's tickets, affects the Broker's overall Rating, and may, ultimately, result in inventory restriction.
- o If a Broker has too many rejected orders at any given time, the Broker's tickets will be immediately removed from the Exchange without prior notification. Especially for major, high-dollar events, Brokers run the high risk of having their tickets removed without prior notification when they reject over two-thousand dollars (\$2,000.00 USD) worth of pending orders for reasons other than a credit card decline.

7. Substitute Tickets Policy

- TicketNetwork expects Fulfillment Brokers to deliver tickets exactly as specified in the ticket order.
- If the original tickets are no longer available, the Broker may contact TicketNetwork Fulfillment and ask permission to substitute equivalent or better tickets. If TicketNetwork accepts the substitution, the Broker should confirm the order and deliver the tickets by the original delivery date.
- When the Customer selects "will not accept equivalent or better seats" and the tickets
 delivered are greater than two (2) rows different than what was promised on the order, the
 Incorrect Tickets Shipped Policy (below) will apply.
- o The Broker is responsible for any additional costs of obtaining replacement tickets.

8. Incorrect Tickets Shipped Policy

- If incorrect tickets have been shipped but have not reached the Customer, the Broker should immediately contact TicketNetwork Fulfillment in order to research the transaction and have the shipment cancelled if possible.
- If incorrect tickets have been delivered to the buyer, the Broker is responsible for immediately shipping the correct set of tickets to the Customer using the airbill provided to them by TicketNetwork's Customer Service Department. In addition, the Customer Service Department will provide the Customer with an airbill to ship the incorrect set of tickets back to the Broker.
- o Brokers are required to send the Customer the correct tickets before they can expect the incorrect tickets to be returned.
- o TicketNetwork reserves the right to charge the Broker for any airbills used in rectifying the situation.
- o TicketNetwork reserves the right to charge the Broker for any coupons given to the Customer for their inconvenience.
- o In addition, TicketNetwork will fine the broker 50% of the order total to offset the time and resources expended to rectify the situation.
- If the Broker refuses to comply, the Broker's tickets will be taken down and merge disabled for two (2) weeks. If the Broker continues to refuse to comply, additional penalties will be imposed, up to and including termination of the Broker's account.

9. Invalid Tickets Policy

- In the event that tickets are confirmed to be fraudulent or invalid, the Broker is responsible for any and all charges incurred to satisfy the Customer under the terms of our Customer Guarantee which provides for a refund of one hundred twenty-five percent (125%) of the original charge.
- In addition, the Broker will be responsible for an additional fifty percent (50%) of the original charge payable to TicketNetwork to compensate for the costs associated with dealing with the customer and proving the invalidity of the tickets.
- o A penalty of four (4) rejected orders equivalent in value to the original "Invalid Tickets Order" will be added to the Broker's Fill Rate for one rebate cycle.
- TicketNetwork reserves the right to remove a Broker's inventory from the system until a refund has been issued.
- In total, this means that any time a Customer is not admitted to the venue or is removed from their seats due to fraudulent or invalid tickets, the Broker is liable for one hundred fifty percent (175%) of the original charge plus the additional penalties described above.
- TicketNetwork does not tolerate the sale of invalid/fraudulent tickets. The penalty for listing invalid/fraudulent tickets is determined on a case-by-case basis, but may be as severe as immediate termination of the Broker's account if the Broker's actions in issuing invalid tickets is determined to be intentional.

10. Postponed Events Policy

 If an event is postponed and new tickets are required, the Broker should ship the new tickets to Customers as soon as available. The TicketNetwork Fulfillment Department will make arrangements with the Broker regarding any necessary airbills for this purpose.

11. Cancelled Events Policy

 If an event is cancelled entirely, the Broker must refund one hundred percent (100%) of the purchase price. The Broker may ask TicketNetwork to arranage for the return of the tickets to them. The TicketNetwork Accounting Department will either deduct the amount from the Broker's next Fulfillment check, or make other arrangements for payment on a case-by-case basis.

12. TicketNetwork Fulfillment Policy on Failure to Deliver Accepted Orders ("Busted" Orders)

When a Broker "Accepts" an order and then fails to deliver those precise tickets or better tickets to the Customer, TicketNetwork will fill the Customer's order with same or better tickets regardless of the current price. The Broker will be responsible to repay TicketNetwork for the entire price of those newly obtained tickets regardless of whether they cost more than the originally accepted order. This amount will be deducted from the Broker's next Fulfillment check. If the newly obtained tickets cost less than the original order, TicketNetwork reserves

- the right to keep the difference in cost to compensate for the additional workload required to re-fill the order.
- o If no same or better tickets are available, the Broker will have one-hundred, seventy-five percent (175%) of the original order amount deducted from their next Fulfillment check. The Customer will be refunded one hundred twenty-five percent (125%) of the purchase amount to compensate for the inconvenience of expecting to receive tickets, being informed that the order was accepted, and then later finding out that they will not be receiving any tickets to the event. Fifty percent (50%) of the order will be kept by TicketNetwork as a penalty to offset the time and effort spent in rectifying the situation.
- o In addition, a penalty of two (2) rejected orders equivalent in value to the original "Busted Order" will be added to the Broker's Fill Rate for one rebate cycle.
- o TicketNetwork reserves the right to remove a broker's inventory from the system until a refund has been issued.

VII. Mercury Program Policies

Mercury participants agree to abide by the policies and procedures set forth in the TicketNetwork Point-of-Sale Direct Broker Ordering Program (*Mercury*) Agreement. You are expected to meet the obligations as set forth in the Agreement.

VIII. Broker Rating

Detailed information about your company's Broker Rating can be found in your WebAdmin account. Brokers can see their company's current status at any time by clicking on the "My Broker Rating" area at the top of the WebAdmin page.

A .pdf download describing all broker rating metrics in detail is also available in your WebAdmin account. Brokers should check the TicketNetwork Announcement Center in their WebAdmin account for links and details. All Brokers are responsible to check frequently for updates to Broker Rating, and are encouraged to attend monthly *Straight Talk with Don* webinars to learn of upcoming changes. When changes and/or updates are made to Broker Rating metrics, an announcement will be posted in the Broker's POS and WebAdmin accounts.

For questions and concerns regarding Broker Rating, Brokers should create a Support Request Ticket for the product Broker Rating or contact their Sales Representative at 860-870-3400, Option 4.

IX. <u>Broker Disciplinary Action Policy</u>

In an effort to hold all Brokers to the TicketNetwork Standard of Service, TicketNetwork has established a penalty assessment policy for Brokers who do not abide by the Standard. All Brokers who fail to uphold the Standard, regardless of Exchange Rating, will be subject to the following penalties:

- **First Offense:** TicketNetwork will notify the offending Broker of the infraction. TicketNetwork will remove the Broker's Inventory from the exchange until the Broker rectifies the infraction. If the Broker does not take the requisite corrective action, the Inventory will remain off the Exchange indefinitely;
- Second Offense: If the Broker commits the same infraction a second time regardless of whether
 with the same Event or a separate Event the First Offense penalty will apply, and, in addition,
 after the infraction is corrected the Broker's Inventory will remain restricted from the Exchange
 for two (2) days;
- **Third Offense:** The First Offense penalty applies plus a restriction up to seven (7) days and/or a fine up to five-hundred dollars (\$500 USD). Severity of the restriction and fine will be determined at the sole discretion of TicketNetwork's Compliance Officer;
- **Fourth Offense:** The First Offense penalty applies plus a restriction up to thirty (30) days and/or a fine up to two-thousand dollars (\$2000 USD) will apply. Severity of the restriction and fine will be determined at the sole discretion of TicketNetwork's Compliance Officer;
- **Fifth Offense:** The Broker will be demoted to a fulfillment Broker with the Exchange, and the standard rebates for fulfillment Brokers will be applied
- Sixth Offense: The Broker will be removed from the Exchange entirely.

Please note that some infractions of the Standard of Service are so egregious that TicketNetwork will immediately, and without prior notification or lesser penalty, terminate the Broker's account. Offenses of this nature are indicated as such in the Standard of Service.

X. <u>Broker-to-Broker Dispute Resolution Procedure</u>

Broker-to-Broker Negotiation and Arbitration Clause: In the event of any controversy or claim arising out of or relating to a listing Broker and a purchasing Broker on the TicketNetwork Exchange, the parties hereto shall use their best efforts to settle the controversy or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equable solution satisfactory to both parties. If they do not reach such a solution within a period of sixty (60) days of notifying TicketNetwork of the issue, then, upon notice by either party, provided both parties are POS Brokers, otherwise only the POS Broker may serve notice, to the other, any controversy or claim, with the exception of any controversy or claim relating to Brokers allowing Accounts Receivable (A/R), shall be finally settled by arbitration administered by TicketNetwork in accordance with its Arbitration Rules, including the Optional Rule for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

In the event that arbitration is necessary, a designated employee of TicketNetwork shall act as the arbitrator. The place of the arbitration shall be at the TicketNetwork office at 137 Bolton Road in Vernon, Connecticut, USA, 06066. The arbitration shall be conducted in English.

Acceptable Notice: The party commencing the arbitration action must notify TicketNetwork and the opposing party in writing. Valid forms of notice delivery include United States Postal Service, FedEx, and United Parcel Service. Brokers outside the US and Canada may choose to use Royal Mail or DHL.

Optional Rule for Emergency Measures of Protection: Either party may apply in writing to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

Consolidation: Where there are multiple parties with disputes arising from the same transaction, each such party agrees that it may be joined as an additional party to an arbitration involving other parties under any such agreement. If more than one arbitration is begun under any such agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator.

Document Discovery: Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or controversy on which the producing party may rely in support of or in opposition to any claim or controversy. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, whose determination shall be conclusive. All discovery shall be completed within sixty (60) days following the filing of notice of the claim or controversy.

Depositions: At the request of a party, the arbitrator shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discover relevant and appropriate. Depositions shall be limited to a maximum of three (3) per party and shall be held within thirty (30) days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum duration of six (6) hours. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

Duration of Arbitration Proceeding: The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate, and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator if necessary.

Remedies: The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including, but not limited to, specific relief, actual and/or punitive damages.

Reasoned Opinion Accompanying the Award: At the written request of either party, the award of the arbitrator shall be accompanied by a reasoned opinion.

Confidentiality: Except as may be required by law, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties

Fees: Each party shall bear its own costs and expenses and an equal share of the administrative fees of arbitration incurred by TicketNetwork.

Right of Assignment: Neither party may assign the rights of judgment except by operation of law.



Secure Your Business with IPCharge

It's secure. It's PCI compliant. And credit card declines stay out of your fill rate and broker rating!

IPCharge is a web-based terminal used for credit card processing; these are generally referred to as "gateways". Some examples of gateways include: VeriSign, Payflow Pro, Authorize.net, and PCCharge. IPCharge is a highly secure method of processing cards due to its compliance with the Payment Card Industry Data Security Standards (PCI DSS). IPCharge allows for secure transaction processing anywhere there is internet access, and can also be done via your WebAdmin (admin.ticketnetwork.com).

IPCharge is fully integrated with our signature software, TicketNetwork Point-of-Sale™, thus creating a seamless process to run credit cards securely. IPCharge also comes with a full reporting module, allowing you to track your transactions for any date range quickly and easily. TND Brokers also receive the added benefit of being able to remove credit card declines from their Broker Rating by using IPCharge to allow customers to process their transactions at web check-out (see IPCharge Web Check-out Processing FAQs).

How it Works

Sales through IPCharge just require two easy steps!

Pre-Authorization: In this step, the credit card is verified and the funds are held to be deducted from the cardholder's account. Please note that this process does not charge the customers card; it simply makes the funds available for the Completion stage. If there are insufficient funds on the card, or the card number is invalid, buyers receive a "Declined" message at web check-out. If the credit card is verified as valid, the order will proceed to the Completion stage. If the credit card is declined, the buyer will have several attempts to input the correct data or provide an alternate form of payment. This means less follow-up for you because most of the orders you now receive will have verified information and funds set aside.

Completion: With IPCharge you are able to control the level of customer data required in order to process payment; this is also known as "Payment Acceptance Level". If the customer data matches your Payment Acceptance Level, you proceed with processing the order and the funds will be transferred to your batch file for settlement. If you have opted in for "Check-out Level" processing, all orders that meet your Payment Acceptance Level will be automatically processed. In cases where the customer data does not meet your Payment Acceptance Level, you will be prompted to complete the order at a later time once you have received the data that meets your Payment Acceptance Level criteria. Uncompleted pre-authorized orders are typically removed within 24-72 hours.

137 Bolton Rd. • Vernon, CT 06066 • P: 860.870.3400 • www.ticketnetwork.com



PCI Compliance – Get the Facts

Did you know...

The credit card processing industry now requires that you change the way that you handle and process sensitive customer data including credit card numbers. These new regulations are referred to as PCI DSS (Payment Card Industry Data Security Standards) and were designed to reduce credit card fraud. <u>All merchants are being required to demonstrate they are PCI compliant. Non-compliant businesses can and will be held financially responsible for every breach or loss of data that occurs traced back to your system.</u>

Risks of Non-Compliance

Merchants across the country, including several ticket brokers, have already been fined over \$100,000 for security breaches as a result of stolen credit card information. We urge you to watch this brief 12 min. video
[http://corporate.ticketnetwork.com/pcl-compliance.aspx] filmed by the credit card industry that explains what PCI DSS is, and what it means for your business. This informative video walks you through:

- · The risks of using non-PCI compliant Point-of-Sale software the source of over 60% of security breaches
- Examples of vendors held liable for more than \$100K in fines!
- · How to become PCI compliant

TicketNetwork - PCI Overview

The remainder of this document includes:

- (1) PCI Compliance Check-list;
- (2) FAQs list on PCI compliance;
- (3) Information on TicketNetwork support to become PCI-compliant.

We encourage all brokers to become PCI compliant as soon as possible in order to avoid potential data breaches and the excessive fines that may be incurred as a consequence thereof. For any additional information regarding PCI compliance and how to get started, please call the TicketNetwork Support team at 860-870-3400 (Option 5).

Regards, The TicketNetworkTeam

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Move tickets with Mercury: The Ultimate B2B Ticketing Solution

Buying and selling through *Mercury* takes B2B ticketing to a whole new level. With *Mercury*, when you get an order for tickets that you do not hold, all you need to do is a "drop-ship" through your Point-of-Sale™ and your tickets are guaranteed. What's more, your payment is faster!

The Mercury Advantage

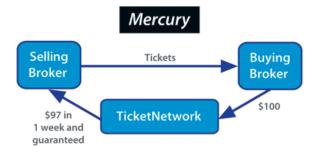
Get Rewards	Sign up now, and your TND fees will reduce by a full 1% of your TND Sales!
Boost your Business	Mercury inventory is available to you 24/7. Also, your inventory will be "starred" across TicketNetwork websites.*
	Starred across ricketivetwork websites.
No more paper/phone	With Mercury, PO, invoices, and shipping labels are generated automatically.
hassles	You no longer have to fax POs and create invoices and shipping labels
	manually, saving you time and money!
Rapid payment	Checks to selling brokers are sent on a weekly basis.
Guaranteed fulfillment	Mercury** orders ship next day. And if you promote your website, your fill
	rate will increase with guaranteed inventory at your disposal.

^{*}Does not include TicketLiquidator.com.

Save Money with Mercury!

There are no fees to the buying broker and net zero fees to the selling broker.†

Tickets and Payment - Guaranteed!



Sign up today!

^{**}Mercury does not apply for tickets not on-hand, tickets on hold, or category tickets.

[†]Mercury fees of 3% - typical credit card fees of 3%.

Getting started on *Mercury* is easy. All you need to do is:

- Be a registered TicketNetwork Point-of-Sale™ user
- Sign an ACH/selling agreement

And you're on your way to boosting your ticket sales! Already, more than 220 brokers have enrolled in Mercury.

Contact Us

For more information on Mercury, send an email to gunpal.jodha@ticketnetwork.com or call 860.870.3400