



MARKETING AGREEMENT

This Agreement is made and entered into by and between TLS Holdings, Inc. (hereinafter referred to as "TLS") and the subscribing party (hereinafter referred to as "Client").

WHEREAS, TLS wishes to conduct an Event coordinated by TLS; AND, WHEREAS, Client wishes to obtain certain advertising and promotional rights in connection with the Event; NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and the mutual benefits to be derived from this Agreement, the parties hereby agree as follows:

1. Term of Agreement.

This agreement shall commence on the date it is fully executed and shall continue in full force and effect until the end of said Event(s) unless this Agreement is terminated earlier pursuant to the provisions hereof.

2. Rights to Client's Logo, Trademarks, and Tradenames.

The use by TLS of the Client's logo, trademarks, and tradename under the terms and conditions of this Agreement shall inure solely and exclusively to Client, and TLS shall acquire no goodwill or other interest in them. Client hereby grants to TLS the restricted license to use the Client's name for purposes of identification and the promotion of specified events and activities of TLS. Client also hereby grants to TLS the restricted license to use the Client's logo associated with the name of the Client to carry out TLS's obligations under this Agreement. The term "restricted license" hereby requires TLS to obtain prior written approval by the Client on any and all items for which the Client's logo, trademark, and tradename will be used. This includes, but is not limited to, banners, promotional items, advertisements, and the like.

3. Fulfillment Obligation.

As per this Agreement, Client is agreeing to, and is obligated, to honor ALL "Prizes & Offers" distributed via The Winning Seat Mobile App.

4. Fee.

Fees payable by Client to TLS shall be defined on the corresponding invoice or the corresponding credit card charge. Totals are dependent on which package/product Client has selected and shall be due in accordance to the terms outlined therein. Fees are charged per property and/or profit center unless otherwise outlined by TLS management. Each Client Package is recurring until cancelled.

5. No Refund Policy.

Client agrees that in the event of a cancelation, TLS will offer no monies back to Client that have been paid prior.

6. Termination.

The following shall constitute a breach and material default of this Agreement:

- 1) The failure by Client to cure payment default under this Agreement; and/or;
- 2) Either party's failure to comply with a material term or condition of, or to satisfy a material obligation it has assumed under this Agreement.

In the event either party to this Agreement fails to perform any obligation hereunder, or violates any provision of this Agreement, the other party may give notice to such party of such failure and demand the performance of such party's obligations hereunder or compliance with the terms and conditions hereof within a reasonable period after the date of

such notice, which period shall not exceed three (3) business days. In the event the party receiving notice of such failure or violation does not correct, remedy, or cease such failure or violation within the time specified in such notice, the other party may terminate this Agreement, whereupon all obligations of the parties hereto that had not been incurred as of the effective termination date shall terminate.

If the Client's rights under this Agreement are terminated by TLS or pursuant to this section, the Fee payable pursuant to Section 3 hereof shall be any monies paid for any promotional expenses purchased on behalf of the Client.

In the event that TLS's rights under this Agreement are terminated by the Client *without cause; i.e. without breach and material default of this Agreement*, TLS, without any further proceedings, may immediately grant and license the rights to one or more other persons or entities during any portion of the term remaining under this Agreement had it not been terminated, and receive license fees therefore. Such termination and payments shall not relieve Client from liability to TLS for any damages caused by Client's default and breach and expenses incurred in the re-licensing of the rights with respect to the Event. In the event that TLS's rights under this Agreement are terminated pursuant to this section, TLS shall make a good faith effort to obtain the fair market value for the rights that are licensed to any third party or parties during that portion of the term of this Agreement. If TLS fails to negotiate a fair market value upon resale of the rights, Client's liability under this subsection shall be limited to an amount equal to the difference between the additional fees to be paid hereunder and the current fair market value of such rights.

7. Force Majeure; Substantial Damage.

In the event that either party to this Agreement is unable to perform its obligations hereunder or to enjoy any of its benefits because of substantial damage or destruction to the venue or organization due to any cause, a natural disaster, or action or decree of governmental body with appropriate jurisdiction (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party of such fact and shall do everything possible to resume its performance. If the party is unable to perform, the party that received such notice may terminate this Agreement by giving notice thereof to the party unable to perform because of such Force Majeure Event.

8. Indemnification.

Each party hereto shall indemnify and hold the others (hereinafter the "indemnified parties") harmless from any and all losses, claims, actions, damages, and expenses arising out of or resulting from every act or omission of the indemnifying party or any of its officers or employees under this Agreement. In the event that any suit based upon any such loss, claim, action, damage, or expense is brought against the indemnified parties, the indemnifying party, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and if final judgment be averse to the indemnified parties or the indemnified parties and the indemnifying party, jointly the indemnifying party shall promptly satisfy the same.

9. Assignments.

No assignment of the rights associated with the agreement herewith and otherwise granted herein shall be effective without the prior written approval of TLS, as appropriate, whose approval shall not be unreasonable withheld; provided, that a party's approval or disapproval of an assignment shall be based solely on the financial and operational capacity of the proposed assignee to perform the obligations it would assume were approval granted for such assignment.

10. Notices.

Any notice or communication to be given by one party to the other under this Agreement must be in writing; and if given by registered or certified mail, such notice or communication shall be deemed to have been given and received when a registered or certified letter containing such notice or communication, properly addressed, with postage prepaid, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it shall be deemed to have been given when received by the party to whom it is addressed. Such notices or communications shall be delivered or sent to the addresses each party specifies in writing upon execution of this Agreement.

11. Amendments.

No addition to, deletion from, or other modification of any of the provisions hereof shall be valid unless made in writing and signed by an authorized representative of each of the parties hereto.

12. Applicable Law; Venue.

This Agreement shall be constructed under the laws of the State of Nevada.

13. Captions.

The titles of the articles, section, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

14. Waivers.

No waiver of full performance by either party shall be constructed, or operate, as a waiver of any subsequent default of any of the term, covenants and conditions of this Agreement. The payment or acceptance of fees or changes for any period after default shall not be deemed a waiver of any right or acceptance of defective performance.

15. Entire Agreement.

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof, and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth herein.

In Witness, Whereof, the parties hereto have executed this Agreement by Client participating in The Winning Seat's programs.