

# Host Agreement

## Terms and Conditions

This Talent Agreement (“Agreement”) is effective as of the date of your acceptance of these terms and conditions (the “Effective Date”) by and between Desert Zinnia Software, LLC, an Arizona limited liability company, dba TheGigScout (hereinafter referred to as “TheGigScout” or “Company”), and you (hereinafter referred to as “you” or “Host”). IN CONSIDERATION of the services to be provided and the mutual conditions to be performed, as provided herein, the parties agree as follows:

1. **SCOPE OF AGREEMENT.** These Terms govern your access to and use of the TheGigScout.com to book the services of various types of talented individuals as independent contractors (“Talent”) for Host gigs at or through the TheGigScout.com website and portal (collectively, the “Website Services” or “Services”). Our Services are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our privacy policies as in effect from time to time), and procedures that we may publish from time to time (collectively, the “Agreement”). You agree that we may automatically revise or upgrade our Website Services at any time, and the Agreement will apply to any such revisions or upgrades. The revised version will be effective at the time we post it, unless otherwise noted.

Please read the Agreement carefully before accessing or using our Website Services. By accessing or using any part of our Services, you agree to become bound by the Agreement. If you do not agree to all the terms of the Agreement, then you may not access or use our Services. Throughout these Terms, “you” applies to both individuals and entities that access or use our Services. If you are an individual using our Website Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Agreement and that by using our Service(s), you are accepting the Agreement on behalf of that entity.

2. **MINIMUM AGE REQUIREMENT.** Our Services are not directed toward or intended for use by anyone under the age of 18. By using our Services you represent and warrant that you are 18 years of age or older (except to the extent your services involve bartending or other services where you are required to be at least 21 years old in which case you hereby represent and warrant that you are 21 years of age or older), and have full power and authority to enter into these Terms and in so doing will not violate any other agreement to which you are a party.

3. **TALENT CARE AND SAFETY.** Host shall ensure that Talent is treated with respect and professionalism and that the Host takes all steps necessary to ensure that the safety, health and well-being of the Talent is protected and maintained at all times while providing services to the Host. Such steps shall include without limitation:

- a) ensuring that the venue for the provisions of the services and the working conditions are safe and secure and allow the Talent to provide the services in compliance with all health and safety standards, regulations, codes and laws;
- b) allowing the Talent to take suitable and regular rest periods, to ensure the Talent is able to maintain suitable amounts of rest and refreshment while delivering the service;
- c) providing adequate levels of insurance cover to safeguard the health and safety and future earnings of the Talent while the Talent is delivering the services and travelling to and from the Host’s venue as if he/she were an employee of the Host;
- d) ensuring that all of the people and organizations which are engaged by the Host in relation to the delivery of the services are suitably qualified, experienced and professional;
- e) ensuring that no one imposes upon the Talent any action or activity which is either dangerous, degrading, unprofessional or demeaning to the Talent;
- f) providing the Talent with an appropriate changing and dressing area to ensure that the Talent can prepare for the provision of the services and also maintains his/her privacy; and
- g) Host also is responsible for providing a meal for Talent on all full day bookings.

4. **SERVICE FEES.** In consideration of TheGigScout's Services to be provided hereunder, Host understands, acknowledges and agrees that the Company shall deduct, withhold and receive a Company Service Fee from the Talent Fees payable by the Host. The Company's Service Fee represents a variable percentage of the Talent Fees payable by Host to the Talent for each booking engagement which is processed through the Company's website platform.
5. **TAXES.** To the extent permitted by law, all Service Fees payable by Host are exclusive of applicable federal, state, local or other governmental sales, excise, goods and services or other similar taxes, fees, or charges now in force or enacted in the future other than federal and state net income taxes imposed on the fees paid to TheGigScout ("Taxes"). You are responsible for payment of all applicable Taxes relating to your use of our Services and your Fee payments. If we are obligated to pay or collect Taxes on the Fees you have paid or will pay, you are responsible for such Taxes.
6. **RIGHTS OF COMPANY.** Host acknowledges and agrees that TheGigScout currently has in effect agreements with other persons, that are the same, or similar, to this Agreement, and that TheGigScout will, during the term of this Agreement, enter into additional such agreements, and that TheGigScout will provide and furnish to other persons, the same or similar services as TheGigScout has undertaken to provide to Host under this Agreement. By its acceptance hereof, TheGigScout acknowledges its understanding that Host may procure gig bookings for itself or through sources other than the Company, and that TheGigScout shall not be entitled to any fee, except on Talent assignments which the Host books through the TheGigScout Service Portal pursuant to this Agreement.
7. **TALENT GIG SCHEDULING.** Host acknowledges and agrees to the following general TheGigScout procedures for booking gigs and Talent gig assignments:
  - a) Hosts will create gigs on the Company Service Portal.
  - b) Talent will be responsible for finding those gigs on the Company Service which meet their specific criteria: industry/skill set/any gender requirements etc.
  - c) Talent may request to work the desired gigs on the Service and the Hosts are notified via email that there is a Talent member awaiting their response for their Gig.
  - d) Hosts "Approve" the Talent members to work a Gig via the Hosts Portal on the Service.
  - e) Talent members are then notified via email if they are approved to work a Gig by a Host.
  - f) Talent must "reconfirm" their availability to work a Gig via the Talent Portal and the Hosts are then notified via email that the Talent has confirmed to work the particular Gig.
  - g) Hosts set up the payment for the required Talent services (Talent Fee + Service Fee + any applicable Travel Allowance) as set forth in the TheGigScout Website Service portal at the time of payment. Host may also pay any additional tip to Talent at that time or at any time prior to or after the Gig. A finance credit charge of 18% APR will be added to all invoices not settled within the payment terms. TheGigScout expressly reserves the right to change the applicable Host fees from time to time for Talent services booked through the Website Services.
  - h) Day of the Gig - Talent checks in to the Gig (check in is available 1 hour before the Gig "Start Time") and the Hosts confirm check in to the Gig.
  - i) TheGigScout Administrator is notified that Talent is to be paid (Transaction is marked: Checked In - Ready for Payment).
  - j) TheGigScout Administrator pays the Talent and marks the Transaction completed in the TheGigScout Administrator Portal.
8. **CANCELLATION POLICY.** The Host, in its discretion, may cancel an existing Talent booking at any time subject to the terms of this Agreement. If the gig is cancelled 72+ hours before the date of the gig (the "Gig Start Date"), then all Talent Fees, Service Fees and Travel Allowances are 100% refundable to Host. If the Gig is cancelled between 24 - 72 hours before the Gig Start Date then 50% of all Talent Fees, Service Fees and Travel Allowances are refundable to the Host. If the Gig is

cancelled by Host less than 24 hours before the Gig Start Date, then all Talent Fees, Service Fees and Travel Allowances are completely nonrefundable except as otherwise agreed by TheGigScout, in its sole and absolute discretion.

9. **CONFIDENTIALITY.** Host agrees to keep all financial issues strictly confidential and agrees to only discuss Service fees and rates with TheGigScout and its authorized representatives.
10. **LIMITATION OF LIABILITY.** TheGigScout shall not be liable for any loss suffered by Host and TheGigScout shall not be liable for any injuries or damages sustained by Host or caused by others during the course of Talent's performance of any work on behalf of Host hereunder during the term of this Agreement. In no event will TheGigScout be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; or (ii) for any amounts that exceed the fees paid to TheGigScout under the Agreement with respect to assignments booked by the Host pursuant to this Agreement. TheGigScout shall have no liability for any failure or delay due to matters beyond its reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
11. **INDEMNIFICATION.** Host agrees to indemnify and hold harmless TheGigScout, the Talents and each of their respective officers, directors, shareholders, managers, members, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of the Company Services and hosting of the Talent pursuant to this Agreement, including but not limited to your violation of this Agreement.
12. **DISCLAIMER OF WARRANTIES.** Our Website Services are provided "AS IS" and the Host and Talent understand, acknowledge and agree that TheGigScout does not investigate, vet, conduct background checks or otherwise make any representations or warranties whatsoever regarding the Hosts or Talents who use the TheGigScout Website Services. TheGigScout hereby DISCLAIMS all warranties of any kind, express or implied, including, without limitation, the WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Neither TheGigScout, nor its suppliers and licensors (if any), makes any warranty that the Website Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you obtain content or gig booking services through the TheGigScout Website Services at your own discretion and risk.
13. **ARBITRATION AGREEMENT.** Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS"). Such arbitration shall take place (i) before a single arbitrator mutually selected by the parties, or (ii) if the parties are not able to agree upon a single arbitrator, before a panel of three (3) arbitrators, where each Disputing Party shall select one arbitrator and those two (2) arbitrators shall select a third arbitrator. The arbitrator(s) will consider the dispute at issue in within sixty (60) days (or such other period as may be acceptable to the parties) of the designation of the arbitrator(s). The arbitrator(s) will be bound to follow the laws of the State of Arizona, decisional and statutory, in reaching any decision and making any award and will deliver a written award, including written findings of fact and conclusions of law, with respect to the dispute to each of the parties, who will promptly act in accordance therewith. Subject to the limitations set forth in Section 10 above, in no event will the arbitrator(s) have the power to award damages in connection with any dispute in excess of actual compensatory damages. In particular, the arbitrator(s) may not multiply actual damages or award consequential, indirect, special or punitive damages, including, without limitation, damages for lost profits or loss of business opportunity. Any award of the arbitrator(s) will be final, conclusive and binding on the parties. Any party may file a copy of this Section 13 with any arbitrator or court as written evidence of the knowing, voluntary and bargained agreement among the parties with respect to the subject matter of this Section 13. The arbitration shall take place in Maricopa County, Arizona in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Agreement shall be entitled to costs and attorneys' fees.
14. **WEBSITE SERVICES.** We act as a website service provider only. We do not:
  - a) Act as your agent or trustee;
  - b) Enter into a partnership, joint venture, agency or employment relationship with you;
  - c) Guarantee the identity or background of any Host or Talent using our Website Services;

- d) Determine if you are liable for any taxes; or
- e) Unless otherwise expressly set out in this agreement, collect or pay any taxes that may arise from your use of our Services.

15. **TERMINATION.** We reserve the right to terminate our Website Services and/or limit, close or suspend your account, immediately for any reason or no reason at any time and without penalty to us including, without limit, for your breach this Agreement or any other agreement between you and TheGigScout or your violation of any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising).
16. **GOVERNINGLAW.** This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of law rules.
17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto. Statements, promises, or inducements made by any party hereto that are not contained herein shall not be binding or valid, and this Agreement may not be modified or amended, except in a writing signed by both the parties hereto.
18. **MISCELLANEOUS.** Host warrants that it has fully read and understands the terms within this Agreement. Host has entered into this Agreement freely and with such knowledge and advice it deems necessary. To the extent Host is an individual, Host indicates he/she is of legal age to enter into this Agreement. No representations or warranties other than those expressly made herein have been made by the Company. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Host may not assign its rights under the Agreement without the prior written consent of TheGigScout, in its sole and reasonable discretion. TheGigScout may assign its rights under the Agreement at any time or times without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.