

## EXHIBITOR AFFILIATION AGREEMENT

This **Exhibitor Affiliation Agreement** (the “Agreement”) dated as of \_\_\_\_\_, 2015 (the “Effective Date”) is made between **MovieTickets.com, Inc.**, a Delaware corporation (the “Company”) and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Exhibitor”).

### RECITALS

**WHEREAS**, the Company operates an Internet web site located at the URL [www.movietickets.com](http://www.movietickets.com), all other sites that fall under the MovieTickets.com domain, and all websites listed on Schedule 1 attached hereto, which list is modified by the Company from time to time (the “Web Sites”);

**WHEREAS**, the Company offers a service that allows end users to purchase movie tickets through the Web Sites and the MovieTickets.com Service (as defined below) (including through the Web Sites);

**WHEREAS**, Exhibitor, directly and through subsidiaries and affiliates, owns and operates movie exhibition screens throughout the US and Internationally (if any), and desires to continue to offer its and their movie ticketing inventory for sale through the MovieTickets.com Service (as defined below) (including through the Web Sites); and

**WHEREAS**, Exhibitor is an active member of the Cinema Buying Group-NATO (“CBGN”) and wishes to enter into this Agreement as part of the MT/CBG Affiliation Program (as defined below).

**NOW THEREFORE**, in consideration of the premises and the covenants set forth herein, the parties hereto agree as follows:

### Article 1. Definitions

“**Advertising**” means banner advertising and sponsorships featured on the Web Site.

“**Advertising Revenue**” for any period means the sum of the aggregate amounts received by or on behalf of the Company arising from the license or sale of Advertising, less applicable sales taxes (if any) and advertising agency and rep firm fees and commissions.

“**Affiliate**” means any party that has entered into an agreement with the Company to link its users to the MovieTickets.com Service to purchase movie tickets offered for sale by the Company.

“**Affiliate Additional Service Fee**” means an additional surcharge imposed by Affiliate charged to end-users of Affiliate who link to the Web Site and/or the MovieTickets.com Service via Affiliate’s website or other service and purchase tickets offered for sale through the MovieTickets.com Service (including through the Web Sites).

“**Affiliate Fees**” means that portion of the “Service Fee” (as defined hereinbelow) paid by the Company to an Affiliate in connection with each sale of an Exhibitor movie ticket through the MovieTickets.com Service via the Affiliate’s link to the MovieTickets.com Service.

“**Interactive Sites**” means any interactive product, site or area of a site, including, by way of examples and without limitation, a site on the Internet.

“**Intellectual Property Rights**” shall mean, with respect to each party, any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including, but not limited to, all exclusive exploitation rights,

copyrights, neighboring rights, moral rights and mask-works, (b) trademark, logo, service mark, trade dress, and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property and proprietary rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force throughout the universe.

**“Internet-Ready Theatres”** means all theatre screens wholly owned or operated by exhibitor or exhibitor’s affiliates or majority-owned subsidiaries, or for which the decision with respect to selling tickets for such theatre screens through an Internet web site is controlled by exhibitor or exhibitor’s affiliates or majority-owned subsidiaries, that, as of or after the Effective Date, are equipped with the technology to conduct Internet and/or remote ticketing in the manner described in Exhibit A hereto or by any other means mutually agreed to by the Company and exhibitor.

**“Launch Date”** means the first date on which movie tickets for Exhibitor’s Internet-Ready Theatres are available for sale on the applicable Web Site.

**“Marketing Agreement”** shall mean the agreement entered into between Company and CBGN which sets forth the terms of the MT/CBG Affiliation Program.

**“MovieTickets.com Exhibitors”** shall mean each operator of movie exhibition screens that offers its ticketing inventory for sale through the MovieTickets.com Service (including the Web Sites).

**“MovieTickets.com Internet-Ready Theatres”** means all theatre screens wholly owned by any MovieTickets.com Exhibitor or such MovieTickets.com Exhibitor’s affiliates or majority-owned subsidiaries, or for which the decision with respect to selling tickets for such theatre screens through an Internet web site is controlled by such MovieTickets.com Exhibitor or such MovieTickets.com Exhibitor’s affiliates or majority-owned subsidiaries, that, as of or after the Effective Date, are equipped with the technology to conduct Internet and/or other remote ticketing.

**“MovieTickets.com Service”** shall mean the system and/or services pursuant to which the Company offers ticketing services, including (a) tickets for sale online to end users through the Web Sites and any similar property, feature, product or service which the Company or its affiliates may acquire subsequent to the Effective Date, (b) any private-label or co-branded version of such system and/or services, and (c) any version of such system and/or services distributed through any Interactive Site, distribution platform or device, including mobile phones, smartphones, tablets, PDA, broadband, satellite, IVR, products configured to be, or World Wide Web pages designed for, wireless or satellite delivery services or applications and cable or interactive television (including smart TVs, Tivo, gaming (e.g. PlayStations), etc.) and any related applications.

**“MT/CBG Affiliation Program”** shall mean the special affiliation program established by Company and CBGN via the Marketing Agreement.

**“New Screen Threshold”** shall mean the enrollment of participating CGBN member exhibitors that collectively provide a total of: (i) 1,000 new theater screens to Company via the MT/CBG Affiliation Program through the end of the 2015 calendar year, and (ii) and additional 1,000 new theater screens to Company via the MT/CBG Affiliation Program through the end of the 2016 calendar year, for a total of 2,000 new theater screens.

**“Pro Rata Share”** means, with respect to the Exhibitor, a percentage equal to (a) the average of the number of Internet-Ready Theatres for the Exhibitor that are available for ticketing on the MovieTickets.com Service as of the first day of the most recently completed calendar quarter and the last day of the most recently completed calendar quarter, divided by (b) the average of the number of MovieTickets.com Internet-Ready Theatres for the

MovieTickets.com Exhibitors as of the first day of the most recently completed calendar quarter and the last day of the most recently completed calendar quarter.

**“Promotional Materials”** means printed promotional materials promoting the Web Sites and the MovieTickets.com Service (including posters, standees, mobiles, box office decals and any combination of such materials), which are produced and distributed by or on behalf of the Company from time to time.

**“Service Fee”** means a service fee imposed by Exhibitor in an amount to be determined in Exhibitor’s sole discretion charged for each movie ticket sold to Internet-Ready Theatres through the MovieTickets.com Service.

**“Theatres”** means all theatre screens wholly owned by Exhibitor or Exhibitor’s affiliate or majority-owned subsidiaries, or for which the decision with respect to selling tickets through an Internet web site or other delivery platform for such theatre screens is controlled by Exhibitor or Exhibitor’s affiliates or majority-owned subsidiaries.

**“Ticketing Engine”** means all software necessary to gather movie showtimes and sell tickets remotely through the MovieTickets.com Service using the application programming interface of the ticketing point-of-sale systems or successor type systems or networks.

**“Trailers”** means 35 mm or digital trailers promoting the Web Site, which are produced and distributed by or on behalf of the Company from time to time.

## **Article 2.**

### **Operation of the MovieTickets.com Service**

2.01 Obligations of the Company. During the Term (as defined below), the Company will take the following actions:

- (a) Host the MovieTickets.com Service, the capabilities of which shall include:
  - (i) the ability to facilitate online movie ticketing transactions, including tracking available ticketing inventory and ticket prices on a real time basis;
  - (ii) the ability to offer movie showtimes for multiple exhibitors throughout the United States and Canada, and certain other countries designated by the Company, as well as related theatre information for each exhibitor (in the form reasonably requested by each exhibitor);
  - (iii) the ability to display and offer the entertainment content set forth in Section 2.01(b) below;
  - (iv) the ability to feature automated banner advertising and other online sponsorships and promotions;
  - (v) the MovieTickets.com Service will be linked at the point of purchase, by means of hypertext links, to and from the principle Internet web site owned by the Exhibitor;
  - (vi) the MovieTickets.com Service will be co-branded with the name and logo of the Exhibitor at the point of purchase of movie tickets of the Exhibitor.
  - (vii) the Web Sites will be co-branded with the name and logo of the Exhibitor at the point of purchase of movie tickets of Exhibitor (“Exhibitor’s Theatre Detail Pages”); further, on all such Exhibitor’s Theater Detail Pages of Exhibitor’s Theatres on the Web Sites, Exhibitor shall be provided with promotional space on such pages to be used solely for the promotion

of Exhibitor's Theatres and/or movies as determined by Exhibitor in its sole discretion, and cannot be sold to any third-party. As of the Effective Date, such promotional space consists of three 300x120 units, which space/units is subject to change from time to time at the sole discretion of Company, provided that such placement and size shall be no less favorable than either (x) the size and placement of such promotional space that exists as of the Effective Date, or (y) the size and placement of substantially similar promotional space of similarly situated exhibitors' size and placement on such exhibitor's theater detail page; and

- (viii) the showtimes and transaction pages for Exhibitor's Internet-Ready Theatres on the Web Sites shall be customized such that all end-users originating from Exhibitor's Site will only be able to purchase tickets to Exhibitor's Internet-Ready Theatres on the Web Sites.
- (b) Cause the Web site and certain other aspects of the MovieTickets.com Service to feature at least the following content for all current and future release movies:
  - (i) Movie reviews;
  - (ii) Movie synopsis, digital movie photo, genre, rating, cast, credits, running time and theatrical release date;
  - (iii) Digitized movie trailers;
  - (iv) A database of current movie showtimes for theatres throughout the United States and Canada, and any and all other territories or countries designated by the Company in its sole discretion;
  - (v) Complete and updated box office data; and
  - (vi) Such other entertainment or movie-related content related to current or future release movies as determined by the Company from time to time.

2.02 Obligations of Exhibitor. During the Term, Exhibitor will take the following actions:

- (a) Cooperate fully with the Company to implement and operate the system for selling tickets through the MovieTickets.com Service substantially as described in Exhibit A hereto, and Exhibitor shall be solely responsible for all costs associated with such implementation and the continued operation of the system as described above;
- (b) Make available for sale on the MovieTickets.com Service the ticketing inventory of, and will electronically furnish to the MovieTickets.com Service, including to the Web Sites, the current movie showtimes, pricing and other relevant information for, all Internet-Ready Theatres;
- (c) Project in all Theatres the Trailers once per showtime during the pre-feature trailer period before each showing of each movie exhibited on each of the Theatres' screens; provided, that Exhibitor shall not be required to project Trailers prior to any movie to the extent Exhibitor or one of its subsidiaries is bound by an agreement with a movie distribution company prohibiting it from exhibiting advertising prior to the exhibition of such movie;
- (d) Prominently display at all times in the lobby or snack bar area of each of the Theatres the Promotional Materials;

- (e) Pay all credit card fees incurred in connection with the sale of tickets on the MovieTickets.com Service to Exhibitor's Internet-Ready Theatres;
- (f) Hereby grant, through the duration of the Term, a non-exclusive, royalty-free, worldwide license to market, reproduce, display, perform, transmit, adapt and promote showtime and location information as provided by Exhibitor through its POS System to the Company (collectively, "Showtimes") for the Theatres. The Company shall have the right to use the Showtimes (or any portion thereof) within any area of the MovieTickets.com Service, as distributed through any platform or device, and the Company shall be permitted to redistribute the Showtimes to affiliates and strategic partners of the MovieTickets.com Service. Exhibitor shall, and shall cause its POS System provider or other designated third-party to use its best commercially reasonable efforts to ensure that the Showtimes are in all respects complete and current for each Theatre and are promptly delivered to the Company in a manner and format mutually agreeable to the parties hereto. Exhibitor shall ensure that the Company receives the Showtimes at the earliest time at which they are available, and in no event later than any third party; and
- (g) Accept and honor transactions via the MovieTickets.com Service that involve promotional codes sponsored and/or recognized by the Company, provided that such transactions do not result in any reduction in the amounts otherwise payable by the Company to Exhibitor hereunder in respect of ticket sales to Exhibitor's Theatres without the prior written consent of Exhibitor.

2.03 Ticket Price; Service Fees; Payment Procedures. (a) Exhibitor shall determine the price charged for admission tickets (including the Service Fee) sold through the Internet-Ready Theatres. The Company shall process the full transaction amount from the sale of online ticketing transactions for the Internet-Ready Theatres and shall remit to Exhibitor the following: (a) an amount equal to the price for each admission ticket sold in all such transactions reduced by all credit card processing fees associated with the transaction (the "Admission Ticket Revenue"); (b) 50% of the Company's portion of the Affiliate Additional Service Fee for all such transactions, if any and; (c) after deducting any applicable Affiliate Fees, if any, 50% of the Service Fee for all such transactions; provided, however, in the event that the Service Fee in connection with any such transaction is less than \$0.50 after deduction of any Affiliate Fees imposed in connection with such transaction, the Company shall be entitled to retain \$0.25 of such Service Fee and shall only be required to remit to Exhibitor the balance of such Service Fee (such portion of the Service Fee payable to Exhibitor, together with the portion of the Affiliate Additional Service Fee payable to Exhibitor, the "Service Fee Payments"). The Company shall pay Exhibitor the Service Fee Payments pursuant to Section 3.03 below. The parties' respective obligations under this Section 2.03 shall survive the expiration or earlier termination of this Agreement for any payments due and owing for transactions occurring prior to the expiration or earlier termination date. If any sales or similar taxes or fees are imposed on any revenue derived from the sale of any admission tickets for the Internet-Ready Theatres through the Web Site, the parties shall bear such taxes and fees in the same proportion that they are to retain or receive the revenue on which such taxes or fees were imposed.

(b) MT/CBG Affiliation Program Rebate. Company shall provide to Exhibitor an annual rebate at the end of 2015 and 2016 ("Rebate") in accordance with this Section 2.03(b).

(i) The Rebate shall be due only if: (i) Exhibitor is an active member of the CGBN during the entire Term of this Agreement, and (ii) if the New Screen Threshold for the applicable calendar year is met in accordance with the Marketing Agreement.

(ii) The Rebate shall be equal to 8.5% of the total Service Fees Payments payable by Company to Exhibitor for the applicable calendar year.

- 2.04 Ticket Inventory of Other Exhibitors; Exclusivity. (a) Exhibitor acknowledges and agrees that the Company will seek to offer for sale through the Web Site and the MovieTickets.com Service ticketing inventory from multiple exhibitors. Exhibitor agrees, subject to Section 2.04(b), to make its ticketing inventory for all Internet-Ready Theatres available for sale solely through the MovieTickets.com Service and upon the Company's request, any Interactive Sites, Internet web sites and/or other delivery platforms and properties that agree to make all ticketing inventory available for sale thereon available for sale by the Company. During the Term, Exhibitor shall not, directly or indirectly, at or with respect to any Theatre permit, provide, enable or enter into any agreement with any entity other than the Company for the remote sale of tickets via any delivery platform, including telephone, interactive voice recognition system, Internet, wireless, satellite, cable or any other delivery platform or device other than in person at the theatre box office. In addition, during the Term, Exhibitor shall not promote, market or advertise any entity, brand or service (other than the Company or any of its affiliates as directed by the Company) providing movie showtime information or ticketing via any delivery platform, including telephone, Interactive voice recognition system, Internet, wireless, cable, satellite or any other delivery platform or device, except as otherwise specifically provided in Section 2.04(b).
- (b) Exhibitor may promote the sale of its own tickets and make its ticketing inventory available for sale (i) through their principal Internet web sites wholly owned and operated by Exhibitor, solely Exhibitor branded and dedicated to the promotion of Exhibitor's Theatres (the "Theatre Dedicated Internet web sites") (ii) in person at the Exhibitor's box office, at Exhibitor owned kiosks that are solely Exhibitor branded and (iii) any other fully owned and operated Exhibitor sales method solely Exhibitor branded (including an Exhibitor owned and Operated IVR system or other mobile application owned, operated and solely Exhibitor branded); provided, however, Exhibitor shall not sell its own tickets in connection with any direct competitor of the Company, and shall not aggregate its ticketing inventory with the ticketing inventory of any other exhibitor. Other than the MovieTickets.com Service and Exhibitor's Theatre Dedicated Internet web sites wholly-owned, and operated by Exhibitor, Exhibitor will not promote in any of the Theatres any web site or third party service that offers movie tickets for sale remotely.
- 2.05 MovieTickets.com Affiliates. The parties acknowledge and agree that the Company will market the ticketing capability of the MovieTickets.com Service to web sites and other properties that now or in the future obtain movie ticketing functionality from the Company, and will offer to such customers the opportunity to promote or use the MovieTickets.com Service.
- 2.06 End User Data. The Company will in its ordinary course of its business gather, collect, compile and analyze customer information and other data generated through the operation of the MovieTickets.com Service. Information directly generated in connection with the sale of the ticketing inventory of the Exhibitor shall be considered to be proprietary to the Exhibitor and to the Company, and all other Information generated and/or collected via the MovieTickets.com Service is solely proprietary to the Company. The Company shall provide Exhibitor with end-user information generated in connection with the sale of the ticketing inventory of the Exhibitor in such form and frequency as mutually agreed to by the parties hereto in accordance with each party's privacy policy, and applicable privacy laws, rules and regulations.
- 2.07 Credit Card Processing. The processing of the payment for tickets to Exhibitor's Theatres sold through the MovieTickets.com Service will be performed, at Exhibitor's option, (a) by Exhibitor through (i) Exhibitor's point of sale system or (ii) processing accounts and bank accounts designated by Exhibitor, or (b) by the Company. The parties agree that until Exhibitor elects otherwise in writing, all such processing shall be performed by Company. In either case, Exhibitor will be solely responsible and will pay all credit card fees incurred in connection with the sale of tickets via the MovieTickets.com Service.

- 2.08 Securitization of Credit Card Data. Each party shall use its best efforts to enforce credit card security and anti-fraud standards and practices as required by the applicable banking institution and credit card companies that are utilized in connection with the credit card processing of purchases of movie tickets and, further, agrees to protect such confidential credit card information with not less than the degree of care a prudent e-commerce business entity would use to protect such information. Moreover, each of Exhibitor and the Company is required to comply, and to have its respective sub-servicers comply on an ongoing basis, with the requirements, compliance criteria and validation processes as set forth in the Payment Card Industry's Security Standards ("PCI") as promulgated from time to time by Visa and Master Card through an alignment of the Visa Cardholder Information Security Program ("CISP") and the Master Card Site Data Protection ("SDP") program in order to secure Visa and Master Card cardholder data wherever it is located based upon the "merchant" levels of the Company and Exhibitor as the same may change throughout the Term. Exhibitor hereby confirms that it has validated its point of sale software against the PCI Payment Application Best Practices (the "Best Practices"). The parties acknowledge that the Best Practices are subject to revision and clarification regarding security standards for payment applications, and that validation against the Best Practices, which is currently not mandated by the PCI, is an annual activity. Exhibitor agrees to make commercially reasonable changes to its point of sale software to gain annual re-validation against the Best Practices. Exhibitor agrees to implement such software changes, and acknowledges that it must use and configure the point of sale software in a manner and in an environment that complies with Visa's CISP, and that CISP compliance is Exhibitor's responsibility, not the Company's. Each of the Company and Exhibitor shall adjust its internal systems, practices and procedures as may be necessary to remain compliant with the PCI Data Security Standard. Notwithstanding anything in this Section to the contrary, the Company and Exhibitor acknowledge that to the extent they currently or at any time may not be in compliance with the Best Practices, each party agrees to work diligently to remediate its internal systems, practices and procedures to bring it into compliance with the Best Practices so as to be fully compliant.

### **Article 3. Consideration**

- 3.01 Service Fee Payments. The Company shall make the Service Fee Payments described in Section 2.03 above pursuant to the terms of Section 3.03 below.
- 3.02 Ad Revenue Share. In consideration of Exhibitor's performance of its obligations hereunder, Exhibitor shall receive its Pro Rata Share of ten percent (10%) of all Advertising Revenue generated by the Web Site after the later of the Effective Date and the Launch Date. Exhibitor shall retain one hundred percent (100%) of all advertising revenue generated by Exhibitor's Web Site. The Company shall distribute to Exhibitor all amounts due to Exhibitor under this Section 3.02 for each calendar quarter within thirty (30) days after the end of such calendar quarter. Payments in respect of any period of less than a full fiscal quarter shall be combined with the payments for the immediately subsequent full fiscal quarter.
- 3.03 Reporting, Payment and Audit. The Company shall provide Exhibitor with (a) weekly reports (covering each Monday through Sunday period) identifying daily remote ticketing transactions at each Internet-Ready Theatre, accompanied by payment of the amount of the Admission Ticket Revenue for such week, within seven (7) business days after the end of such week, and (b) quarterly reports identifying the amount of Service Fee Payments due to Exhibitor pursuant to Section 2.03 hereof and the amounts due to Exhibitor pursuant to Section 3.02 hereof for such calendar quarter, accompanied by payments of all such amounts, within thirty (30) days after the end of such calendar quarter. The Company shall also provide Exhibitor with additional information or reports about the Company's services for the Internet-Ready Theatres as reasonably requested by Exhibitor from time to time and as mutually agreed to by the parties. For the sole purpose of ensuring compliance with this Agreement, Exhibitor (or its representative) shall have the right to conduct a reasonable and necessary inspection of portions of the Company's books and records which are

relevant to such the Company's performance of its obligations under this Agreement up to one time during any year. Any such audit may be conducted after twenty (20) business days prior written notice to the Company. In conducting such audit, Exhibitor shall apply commercially reasonable efforts to minimize interference to the operations of the Company. Exhibitor shall bear the expense of any audit conducted pursuant to this paragraph unless such audit shows an error in Exhibitor's favor amounting to a deficiency in excess of five percent (5%) of the actual amounts paid and/or payable to Exhibitor hereunder, in which event the Company shall bear the reasonable expenses of the audit.

**Article 4.**  
**LIMITATION OF LIABILITY**

COMPANY'S LIABILITY FOR ANY BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT(S) RECEIVED HEREUNDER FROM EXHIBITOR (EXCLUDING PAYMENTS RECEIVED BY THE COMPANY FOR THE BENEFIT OF AFFILIATES) FOR THE MONTH(S) DURING WHICH SUCH BREACH OCCURRED.

**Article 5**  
**DISCLAIMER OF WARRANTY**

COMPANY DISCLAIMS ALL WARRANTIES WITH REGARD TO SERVICE PROVIDED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Article 6**  
**Intellectual Property**

- 6.01 Exhibitor hereby acknowledges and agrees that the Company owns all right, title and interest in its Intellectual Property supplied under this Agreement. Nothing in this Agreement shall confer in Exhibitor any right of ownership of such Intellectual Property. No licenses are granted by Company except for those expressly set forth in this Agreement.
- 6.02 Company hereby acknowledges and agrees that Exhibitor owns all right, title and interest in its Intellectual Property supplied under this Agreement. Nothing in this Agreement shall confer in Company any right of ownership of such Intellectual Property. No licenses are granted by Exhibitor except for those expressly set forth in this Agreement.
- 6.03 All right, title and interest in Intellectual Property generated as a result of this Agreement and/or featured on the Web Site or the MovieTickets.com Service shall be the property of the Company (or its licensors).
- 6.04 Both parties shall pre-approve in writing the form and use of their respective marks and brand features, unless such form and use are expressly approved herein.

**Article 7**  
**Miscellaneous**



- 7.01 Term; Termination. This Agreement shall be effective on the Effective Date and shall expire on the three-year anniversary date of the Launch Date (the “Initial Term”). This Agreement shall be automatically renewed for successive consecutive additional terms of two-years each following the Initial Term unless either party notifies the other in writing at least sixty (60) days prior to the end of the then current term of its desire not to renew the Agreement (each, an “Additional Term” and, together with the Initial Term, the “Term”). Either party may terminate this Agreement at any time in the event of a material breach by the other party of its obligations hereunder that remains uncured thirty (30) days following written notice thereof.
- 7.02 Confidentiality. The parties hereto agree and acknowledge that each will have access to certain of the other party’s Confidential Information. Each party also understands and agrees that misuse or disclosure of Confidential Information of any other party could adversely affect such other party’s business. Accordingly, the parties hereto agree that as long as this Agreement is in effect and for a period of two years thereafter, the parties hereto will not use or disclose to anyone any other party’s Confidential Information. The term “Confidential Information” refers to any software or other proprietary computer system components used by a party for developing, operating and maintaining the Web Sites, including hardware, languages, algorithms and databases, as well as trade secrets, business methods, practices and plans, and other information relating to any party that is not generally known to the public (including information about any party’s personnel, products and services, terms of this Agreement, customers, marketing strategies, research, and future business plans). The existence of this Agreement shall not be Confidential Information. In addition, Confidential Information does not include any information which (a) at the time of disclosure or thereafter is known by the public (other than as a result of this disclosure by the recipient), (b) was or becomes available to the recipient on a non-confidential basis from any person not known to be bound by a confidentiality agreement or some other obligation of secrecy or (c) was otherwise independently acquired or developed by the recipient without violating its obligations hereunder. In the event that any party is required by law, applicable regulation or judicial process to disclose all or any portion of the Confidential Information received from the other party, the recipient shall promptly notify the other party of the existence, terms and circumstances surrounding such requirement, consult with the other party on the advisability of taking legally available steps to resist or narrow such request and, if disclosure of such information is required, cooperate with the other party to the extent such party desires to obtain an order or other reliable assurance that confidential treatment will be accorded to such information. If such order or assurance is not obtained, the party required to disclose such information shall be permitted to disclose only such portion of the Confidential Information as advised by opinion of counsel is required to be disclosed. Each of the parties hereto acknowledge that remedies at law may be inadequate to protect a party against any actual or threatened breach of this Section 7.02 and, without prejudice to the rights or remedies otherwise available to such party, the parties agree that such party shall be entitled to seek equitable relief by way of injunction if the other party breaches or threatens to breach any provision of this Section 7.02. Each party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
- 7.03 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of laws principles.
- 7.04 Entire Understanding; Amendments. This Agreement (and any Exhibits attached hereto) constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof. All Exhibits attached to this agreement are incorporated herein by this reference. Neither this Agreement nor any term hereof may be amended, waived or modified except in writing, signed by each of the parties hereto. No failure or delay by any party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

7.05 Publicity. The parties agree that they shall issue a joint press release, approved by each of the parties hereto, promptly following the execution and delivery of this Agreement.

7.06 Notices. Any notice, request, demand or other communication required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified, or when sent by facsimile (with receipt confirmed), or one business day following deposit with overnight courier or three business days following deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows (or at such other address as a party may designate by notice to the other):

If to the Company:

MovieTickets.com, Inc.  
2255 Glades Road, Suite 100E  
Boca Raton, Florida 33431  
Facsimile: (561) 322-3222  
Attention: Chief Executive Officer

If to Exhibitor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_  
Attention: \_\_\_\_\_

7.07 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or contrary to any law, the remaining provisions shall remain in full force and effect as if said provision never existed.

7.08 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that the Company may assign this Agreement without such consent to an affiliate or in connection with any merger, consolidation, any sale of all or substantially all of the Company's assets or any transaction in which more than fifty percent (50%) of the Company's voting securities are transferred. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, each party and their respective permitted successors and assigns. Unless otherwise agreed in writing by the parties hereto, if at any time during the Term, there is a "Change of Control" (as defined hereinbelow) of Exhibitor, then any successor entity or any acquirer of all or substantially all of Exhibitor's assets, as the case may be, shall be required to and shall assume the obligations and rights hereunder and be bound by the terms and conditions of this Agreement; provided, however, that if such successor entity or acquirer, as the case may be, already has a preexisting agreement with the Company, then the Company, in its sole discretion and option shall either (a) merge that preexisting agreement with and into this Agreement, and this Agreement will supersede the preexisting agreement, or (b) merge this Agreement with and into the preexisting agreement, and such preexisting agreement will supersede this Agreement. For purposes of this Agreement, a "Change of Control" of Exhibitor shall mean (i) the consolidation, merger or other business combination of the Exhibitor with or into another entity, (ii) the sale or transfer of all or substantially all of the Exhibitor's assets, or (iii) any transaction in which more than fifty percent (50%) of Exhibitor's voting securities are transferred.

- 7.09 Counterparts. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement. Each counterpart shall be deemed an original hereof notwithstanding less than all of the parties may have executed it. All facsimile executions shall be treated as originals for all purposes.
- 7.10 Further Assurances. Each of the parties hereto agree that they shall sign such additional and supplemental documents as may be necessary to implement the transactions contemplated pursuant to this Agreement when requested to do so by any party to this Agreement.
- 7.11 Arbitration. (a) Any controversy dispute or claim arising under this Agreement shall be settled by arbitration conducted in Palm Beach County, Florida in accordance with the rules of the American Arbitration Association as then in effect, and judgment upon any award rendered by the arbitrator may be entered by any federal or state court having jurisdiction thereof. Any such arbitration shall be conducted by a single arbitrator who shall be a retired judge of either a Circuit Court of the State of Florida, the United States District Court for the Southern District of Florida or the United States Court of Appeals for the Eleventh Circuit, provided that, in the case of any dispute relating solely to accounting issues, the arbitrator shall be a partner of a major certified public accounting firm. The arbitrator shall comply with all rules of law and evidence as then in effect in the Circuit Court of the State of Florida for Palm Beach County. The parties intend that this provision to arbitrate be valid, enforceable and irrevocable. The arbitrators shall issue a written decision, including the arbitrators' written findings and conclusions upon which any award is based. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.
- (b) Notwithstanding anything to the contrary contained in this Section 7.12, any claim by either party for injunctive or other equitable relief, including specific performance, may be brought in the Circuit Court of the State of Florida for Palm Beach County, or in the United States District Court in the Southern District of Florida before or as a result of arbitration, and any judgment, order or decree relating thereto shall have precedence over any arbitration award or proceeding.
- 7.12 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) references to the terms Section, Exhibit and Schedule are references to the Sections, Exhibits and Schedules to this Agreement unless otherwise specified; (b) the word "including" and words of similar import shall mean "including without limitation," unless otherwise specified; (c) the word "or" shall not be exclusive; and (d) headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf as of the Effective Date.

MOVIETICKETS.COM, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **Schedule 1**

The Company operates English, Spanish, and French language versions on the following Websites:

United States, [www.movietickets.com](http://www.movietickets.com)  
Puerto Rico, St. Lucia,  
St. Kitts, St. Maarten,  
Trinidad, St. Thomas,  
Antigua, the Dominican Republic,  
Aruba, Bermuda, Curacao:

Canada: [www.movietickets.ca](http://www.movietickets.ca)  
UK: [www.movietickets.co.uk](http://www.movietickets.co.uk)  
Ireland: [www.movietickets.ie](http://www.movietickets.ie)  
Northern Ireland: [www.movietickets.ni](http://www.movietickets.ni)  
Argentina: [www.movietickets.com.ar](http://www.movietickets.com.ar)  
Chile: [www.movietickets.cl](http://www.movietickets.cl)  
Spain: [www.movietickets.com.es](http://www.movietickets.com.es)

Notable Pending Territories and Websites:

Mexico: [www.movietickets.com.mx](http://www.movietickets.com.mx)  
Colombia: [www.movietickets.com.co](http://www.movietickets.com.co)  
Peru: [www.movietickets.pe](http://www.movietickets.pe)  
India: [www.movietickets.co.in](http://www.movietickets.co.in)

The Company also owns additional domains for future expansion and growth.

## **EXHIBIT A**

[To be completed upon determination of technical aspects being used]

Connectivity. IPSec is the only supported protocol; 3DES for data encryption and SHA1 for data integrity; IKE associations need to be renegotiated, at a minimum, every twenty-four (24) hours; and IPSec associations need to be renegotiated, at a minimum, every hour.

Risk Assessment: The Company has the right to perform periodic information security risk assessments for the purpose of determining areas of vulnerability and to initiate appropriate remediation. Such risk assessments may be conducted on any information system, which may include applications, servers, networks, and any process or procedure by which these systems are administered and/or maintained. The execution, development and implementation of remediation programs are the responsibility of the Company and the Exhibitor.