

EVENTIM COMMERCIAL STANDARD TERMS & CONDITIONS

1. Definitions and Interpretation.

(a) In the Agreement (as defined below) and these Eventim Commercial Standard Terms & Conditions, the following terms have the following meanings:

The term “**Advance**” has the meaning set forth in clause 9 (a) below;

The term “**Affiliate**” with respect to a Party means, each person or entity that Controls, is Controlled by, or that is under common Control with, such Party;

The Term “**Affiliate Fee**” means a fee charged by Eventim to a Customer with respect to the purchase of a Ticket through a website of an Eventim Affiliate. Such Affiliate Fee is charged at check-out of the Ticket’s purchase via a link to Eventim through the Affiliate partner’s website;

The term “**Agreement**” means, collectively, the Eventim Service Agreement between Eventim and Client, including accompanying Schedule(s) and Exhibits, if any, and these Eventim Commercial Standard Terms & Conditions, each as amended from time to time by written agreement of the Parties;

The term “**Anniversary Date**” means the first date on which a Fee Bearing Ticket is sold to the public by Eventim, as confirmed in writing by Eventim to Client.

The term “**Applicable Laws**” means all local, state, federal and international laws, regulations and standards applying to the Person or circumstance in question, including without limitation standards imposed or notices issued by any governmental or regulatory authorities and all generally applicable industry standards, including without limitation those attributable to self-regulation, all as amended from time to time. This term also includes all relevant FTC Rules (e.g., the FTC Junk Fee Rule) as well as related regulations which are or become law during the Term;

The term “**Bank Information Details**” means bank account information used to transfer funds from Eventim to Client, including bank name and address, destination account name, type and number, routing number (domestic transfers), and SWIFT code (international transfers);

The term “**Bonus**” has the meaning set forth in clause 9 (a) below.

The term “**Business Day**” means any day other than weekends and any day on which banks are authorized or required to be closed in the State of California;

The term “**Buy Now Pay Later**” means a post check out option offering customers the ability to pay for the purchase utilizing a third-party (i.e., Klarna, Affirm, as examples) installment payment model (that may include interest charged by the 3rd party provider). Such 3rd party providers are not affiliated with Eventim and are being offered as a convenience to customers.

The term “**Chargeback**” means a debit or credit card transaction which is returned to Eventim by a company which processes debit and credit card transactions for Ticket sales on behalf of Eventim;

The term “**Chargeback Fee**” means the fee charged by Eventim to Client to recover Eventim’s costs associated with the recording and collection of disputed amounts filed by Customers via their debit or credit card issuing bank as well as the costs incurred by Eventim associated with contesting the dispute filed;

The term “**Check Out Value**” means the full value of a customer purchase, including Face Values, Facility Fees (if any), Customer Fees, Shipping Fees (if any), Payment Plan Fees (if any), Ticket Protection Fees (if any) and Tax (if any), etc. along with Processing Fees.

The term “**Client**” means Eventim’s counterparty to the Agreement, as set forth in the first paragraph of the Eventim Service Agreement.

The term “**Commencement Date**” means the date specified in the Agreement as the first day of the Initial Term;

The term “**Control**” means, with respect to any entity, the ownership or control, directly or indirectly, of more than twenty percent (20%) of the outstanding voting stock or membership interests of such entity, or otherwise possessing the power to direct the management and policies of such entity;

The term “**Credit Card Processing Fee**” means the charges set forth in the Agreement, in respect of the costs incurred by Eventim for debit and credit card processing;

The term “**Customer**” means any person or entity to whom a Ticket is sold by Eventim on behalf of Client pursuant to the Agreement;

The term “**Customer Fee**” means the fee charged by Eventim to a Customer per Ticket in respect of the sale of Tickets by Eventim on behalf of Client, as set forth in and governed by the Agreement;

The term “**Extension Term**” has the meaning set forth in Section 1 of the Eventim Service Agreement;

The term “**Eventim Group Code of Conduct**” has the meaning set forth in clause 4(t) below;

The term “**Eventim US Terms of Purchase**” means the terms and conditions for Ticket purchases published at <https://misc.seetickets.us/terms/>, as revised from time to time, which Eventim issues to Customers at the time of purchase, which may be revised from time to time in Eventim’s sole discretion;

The term “**Event(s)**” means any and all performances, productions or other events, or series of events, of any kind, promoted, produced, sponsored or hosted by Client or any of its Affiliates, either individually or jointly with others, and whether directly or indirectly, for which Tickets are made available for sale to the public during the Term, including, without limitation, all specific Event(s) set forth in the Agreement;

The term “**Face Value**” also referred to on the Eventim platform as “ticket price”, means monies collected from Ticket Receipts excluding any Customer Fee, Facility Fee, Shipping Fee, Credit Card Processing Fee, Printed Ticket Fee, Payment Plan Fee and Ticket Protection Fee, less any discounts or promotions and associated Taxes;

The term “**Facility Fee**” means the fee charged by Eventim to a Customer per Ticket at Client’s discretion and collected by Eventim on behalf of Client, as set forth in and governed by the Agreement;

The term “**Fee Bearing Ticket**” means a Ticket sold by Eventim or an Affiliate of Eventim for which the full Customer Fee and the Credit Card Processing Fee apply, excluding any Tickets that are refunded, incur a Chargeback, Printed Tickets, and complementary and promotional Tickets. For the avoidance of doubt, if a single Customer Fee, as outlined in the “Fees and Charges” portion of the Eventim Service Agreement, is charged on a bundled package of four (4) Tickets, each Ticket in that bundle shall be considered to equal One Quarter (1/4 or 25%) of a Fee Bearing Ticket or a single Fee Bearing Ticket in total;

The term “**FTC Junk Fee Rule**” has the meaning set forth in the FTC’s Rule on Unfair or Deceptive Fees, 16 C.F.R. Part 464;

The term “**Initial Term**” has the meaning set forth in Section 1 of the Eventim Service Agreement;

The term “**Intellectual Property Rights**” means all patents, trademarks, service marks, domain names, logos, devices, design rights, copyrights, database rights, know-how, trade secrets and other confidential information, trade or business names, and other similar rights whether registrable or not, of a person or entity subsisting in any part of the world;

The term “**Mandatory Fee**”, as described by the FTC’s Rule on Unfair or Deceptive Fees, means any fee or charge that a Customer cannot avoid paying to complete the purchase of a Ticket. Mandatory Fees would include Customer Fees, Facility Fees, and Merchant Processing Fees, as examples. Mandatory Fees would exclude Shipping Fees, Taxes, Ticket Protection and Payment Plan Fees, as examples;

The term “**Market Place Facilitator**” means a business or organization that operates a platform where third-party sellers list and sell their products or services;

The term “**Minimum Ticket Sales Amount**” means the minimum expected Fee Bearing Ticket sale volume expected to be sold with a stipulated Customer Fee and Credit Card Processing Fee over the Term;

The term “**Minimum Yearly Sales Amount**” means the minimum expected Fee Bearing Ticket sale volume expected to be sold with a stipulated Customer Fee and Credit Card Processing Fee over each year of the Term;

The term “**Party**” shall mean each of Eventim and Client, and the term “**Parties**” shall mean, collectively, Eventim and Client;

The term “**Payment Plan Fee**” means the fee charged to Customers who opt-in to deploy Eventim’s payment plan functionality at the time of Ticket type selection to pay for a Ticket over time through installment payments rather than a single lump sum. Customers may choose the pay-in-full option and avoid such fee. Payment Plan Fees are non-refundable for Customers that fail to fully consummate their installment payments;

The term “**Printed Ticket**” means a Ticket printed by Eventim for Retail Sale and/or complimentary Ticket distribution;

The term “**Printed Ticket Fee**” means the fee charged by Eventim to Client for each Printed Ticket;

The term “**Retail Sale**” means the sale of any Ticket printed for the purpose of onward sale by Client or by a third party nominated by Client;

The term “**Service/Merchandise**” means any service or merchandise for which the Parties agree that Eventim shall make Tickets available for sale to Customers during the Term;

The term “**Shipping Fee**” means the fee, if any, charged by Eventim to Customers per order, to fulfill a Ticket sale to a Customer as set forth in and governed by the Agreement;

The term “**Term**” has the meaning set forth in Section 1 of the Eventim Service Agreement;

The term “**Termination Date**” means the date (if any) specified in the Eventim Service Agreement as the date on which the Term shall end;

The term “**Ticket**” means a ticket or voucher or any similar instrument or right evidencing entitlement of admission to a Venue for Event(s) or the right to receive Service/Merchandise;

The term “**Ticket Price Subtotal**” means the sale price(s) informed in writing by Client to Eventim for the relevant Event(s) from time to time (including any applicable Transaction Tax and Facility Fee) but, for the avoidance of doubt, excluding any Customer Fee, Shipping Fee, Credit Card Processing Fee, Printed Ticket Fee, Payment Plan Fee and Ticket Protection Fee;

The term “**Ticket Protection Fee**” means the fee charged by Eventim to Customers who elect to participate in a Ticket Protection Program;

The term “**Ticket Protection Program**” means the program offered by Eventim to Customers at the time of Ticket purchases to protect their purchase by “opting into” the Eventim’s Ticket Protection Program, where certain covered Events, as described by the Ticket Protection Program, allow Customers to file a claim for a refund on their protected purchase;

The term “**Ticket Receipts**” means the monies received by Eventim from Customers for Tickets sold in respect of relevant Event(s), less any Chargebacks (and excluding any monies subsequently refunded to Customers);

The term “**Transaction Tax**” (aka **Tax** or **Taxes**) means any sales, amusement, admissions, or other mandatory tax imposed by a governmental authority upon or in connection with the sale of Tickets or other items listed for sale on the Eventim platform (i.e. merchandise, parking, VIP packages, etc.);

The term “**Transaction Value**” (or “**Check Out Value**”) means the cumulative value of the Ticket Price, plus any fees including Customer Fees, Facility Fees, Credit Card Processing Fees, Shipping Fees, Printed Ticket Fees, Payment Plan Fees, and Ticket Protection Fees, if applicable; and

The term “**Venue**” means the physical location of Event(s) for which Eventim provides ticketing services;

(b) For purposes of the Agreement, references to (i) an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, and (ii) a regulation, statute, or other law means such regulation,

statute, or other law as amended from time to time and includes any successor thereto and any promulgations with respect thereto.

(c) Eventim shall not at any time own or have any title to any Tickets.

2. Settlement.

(a) Subject to the other provisions of this Section 2 and as otherwise set forth in the Agreement or agreed by the Parties in writing, upon (i) completion of Event(s), Eventim shall pay Ticket Receipts, Facility Fees, and Taxes from Event(s) due to Client, to the bank account nominated in writing by Client, and (ii) Eventim shall make reasonable efforts to complete such settlement payments within ten (10) Business Days of the completion of the applicable Event. Clients shall be responsible for any receiving bank charges and other costs associated with international transfers. For the avoidance of doubt, Eventim shall retain and not be required to pay or refund to Client or Customers, as applicable, Customer Fees, Shipping Fees, Credit Card Processing Fees, Ticket Protection Fees and Payment Plan Fees;

(b) For larger Events, as determined by Eventim in its sole discretion, Eventim may withhold funds (Ticket Receipts, Facility Fees and Taxes) from their payment to Client up to three percent (3%) of full settlement (i.e., total Event-related Ticket Receipts, Facility Fees and Taxes) for a period of at least three (3) months but not longer than one hundred twenty (120) calendar days post Event in alignment with the timeframe most consumers have to file a debit or credit card dispute, for the purposes of covering the cost of Chargeback Fees related to the Event.

(c) Notwithstanding any variation to clause 2(a) above which may be agreed by the Parties, Eventim may (at its sole discretion and upon written notice to Client) subsequently and from time to time withhold the remittance to Client of Ticket Receipts, Facility Fees, and Taxes should Eventim (acting reasonably) have any concerns about the creditworthiness of Client.

(d) Eventim may deduct and set off any monies owed by Client to Eventim against Ticket Receipts, Facility Fees, Taxes or any other amounts to be remitted to Client.

(e) Client shall be solely responsible for the calculation, collection, reporting and remittance to the appropriate taxing authorities of any Transaction Tax applicable to the sale of Tickets, and Client shall indemnify Eventim from any liability resulting therefrom. This provision only applies if Eventim has not registered as a Market Place Facilitator.

(f) In the instance where Eventim is determined by Applicable Laws to act as a Marketplace Facilitator, then Eventim will apply appropriate Tax rates by Ticket/Product type and collect, report, and remit Transaction Taxes as applicable laws require. Client will cooperate fully with Eventim in that regard.

(g) Client shall provide Eventim with a valid IRS Form W-9 (in a form acceptable to Eventim, in its sole discretion) and Bank Information Details at the time of the Agreement's execution and before the first Ticket is sold on the Eventim platform. Such forms must be updated by Client at least annually and at the time of a change of Control event for Client. Failure to timely update these forms may cause an interruption of settlement payments to Client. Further, if Eventim is fined by the IRS due to a lack of the proper W9, then Eventim may pass on such costs to Client at settlement.

3. Calculation of Customer Fee and Processing Fee.

(a) For Customer Fees that include a percentage (%) of the Ticket Price Subtotal, such Customer Fee calculation shall include the Face Value, Facility Fee (if any) and Tax (if any). In an instance where the Tax value at Check-Out is not available at the time that the Customer Fee is calculated, Eventim may utilize a materially reasonable approximation of such Tax rate in order to execute the calculation.

(b) For Processing Fees that are stated as a percentage (%) calculation of the total Transaction Value or Check Out Value in the Agreement, such Processing Fee calculation shall include all elements included in the Customer's cart at Check-Out, including: Face Values, Facility Fees (if any), Customer Fees, Shipping Fees (if any), Payment Plan Fees (if any), Ticket Protection Fees (if any) and Tax (if any), etc. along with Processing Fees.

4. Ticket Refunds and Replacements.

(a) Client agrees that if (i) an Event is canceled or postponed or is otherwise subject to a significant variation in the Event's particulars (artist roster, Venue, etc.) such as to entitle Customers to a refund, or (ii) Eventim cancels an order for Tickets because Eventim considers that the transaction may be fraudulent, or because a Customer purchases more than the permitted maximum number of Tickets, or (iii) Tickets are lost or damaged during delivery to a Customer and Eventim agrees to grant the Customer a refund, or (iv) the Parties agree that a Customer is entitled to a refund for any other reason, and the Customer requests such refund, then and in any such event, Client shall promptly (and in any case within 48 hours of receiving a request from Eventim) reimburse Eventim with the necessary monies for the refunds, or to the extent Eventim already holds sufficient monies as Ticket Receipts, Eventim may retain the necessary monies for the refunds, and provided it has received or holds such monies shall refund the relevant Ticket Price(s) to the Customer(s).

(b) Client should clearly disclose their refund/cancellation policies, as well as relevant terms of purchase on their own website and Eventim Event pages.

(c) Relative to larger scale Events requiring mass or bulk refunds, Client shall notify and consult with Eventim in advance of any and all Customer communications (social media, emails, other) as to how and when refunds will be processed. The intent of such consultation is to maximize Customer satisfaction and streamline the refund process to ensure refunds are executed in a timely fashion and in compliance with Applicable Laws and reduce the incidence of Customer disputes and Chargebacks.

(d) In accordance with the Eventim US Terms of Purchase (which Client shall abide by throughout the Term), once purchased, Tickets cannot be refunded unless the Event is canceled, or moved to another date. If the Event has been canceled or postponed, the Customer may be entitled to a Face Value, plus Tax refund if Tax was charged (this is subject to Client's posted refund policy). All fees (Customer Fee, Credit Card Processing, Shipping, and Payment Plan Fees) are non-refundable. Ticket Protection Fees are NEVER refunded. However, specific to the fulfillment of RFID wristbands, Eventim shall refund Shipping Fees, ONLY if the physical shipping/fulfillment of these Tickets has NOT commenced as of the date of the Refund.

In order to expeditiously execute refunds (which shall take place no later than thirty (30) Business Days from the original Event date), the following refund **options** shall be available to Client:

(i) All refunds shall be equal to the Face Value plus Tax of the Ticket (i.e. net of all fees as per the Eventim US Terms of Purchase;

(ii) All refunds shall be equal to the checkout value at the time of purchase (i.e., shall be inclusive of all fees) and, at settlement by Eventim, Client shall be billed for and Eventim may withhold from settlement amounts the value of all fees Eventim earned at the time of purchase;

(iii) Eventim is able to execute refunds that include the following elements of the Ticket purchase – Face Value, Facility Fee, Customer Fee, Tax, Credit Card Processing Fee, Shipping Fee, and Payment Plan Fee. Refunds relative to fully consummated payment plan orders will be handled in the same fashion as described above (unconsummated payment plan orders are never refunded).

(iv) Relative to failed refunds (due to Customer debit or credit cards used at the original date of purchase no longer being active), Client shall be responsible for remitting checks direct to Customers for these refunds.

(v) Specific to Shipping Fees - Eventim may determine (at its sole discretion) to waive charging Client the fees in (ii) above if physical fulfillment had not been executed at the date of refund;

(e) In the event that Tickets are lost or damaged during delivery and Eventim provides a Customer with duplicate Tickets, Eventim shall be entitled to charge Client for the reasonable costs of providing such duplicates.

5. Client Obligations.

(a) Throughout the Term, Client shall: (i) ensure that Event(s) shall be organized and fulfilled by Client in accordance with Applicable Laws at all times; (ii) fully comply with all its obligations to Customers in relation to Event(s) arising from the sale of Tickets by Eventim on Client's behalf; (iii) fully comply with any reasonable requests for information from Eventim regarding the status of Event(s) and/or Client's creditworthiness; (iv) inform Eventim as soon as possible if any individual Event for which Tickets are or have been made available by Eventim will or may be canceled, postponed or otherwise fulfilled in a manner different to previously promoted or marketed; (v) promptly and efficiently deal with any complaint, dispute or after-sales inquiry relating to Tickets or Eventim raised by a Customer of which Client becomes aware; (viii) give Eventim reasonable notice if at any time it expects that the volumes of sales of Tickets will be materially higher or lower than the volumes that Eventim would expect under normal circumstances; and (ix) promptly notify Eventim of any inquiry or investigation by any governmental authority regarding any Event(s) or Client's business practices with respect to any Event(s) or Customers.

(b) Client represents and warrants that: (i) it has the full right and authority to enter into the Agreement, to grant the rights granted therein, and to fully perform its obligations thereunder; (ii) all Tickets sold pursuant to the Agreement may be lawfully sold by Eventim; (iii) Client shall be responsible for obtaining all licenses, registrations, permits and approvals necessary or advisable for the promotion and sale of Tickets by Eventim; (iv) all information provided by Client to Eventim, including without limitation financial statements, settlement reports, Ticket sales data, schedules of Event(s) expenses, entity ownership information, and Venue contracts, whether verbally or in writing, is and in the future will be true; and (v) Client shall comply with all Applicable Laws, including without limitation domestic and foreign anti-corruption laws.

(c) Client represents and warrants that Client has the sole right to control Ticketing for and appoint Eventim as Client's exclusive Ticketing agent for all Events(s).

(d) Eventim shall sell Tickets on behalf of and as agent for Client for Event(s), and Eventim shall charge Customers the Ticket Price in respect of such Tickets on behalf of and as agent for Client.

(e) During the Term, Client shall not directly, indirectly, individually or as part of a group, permit any person or entity other than Eventim to sell Tickets on behalf of Client for any Event, regardless of the name by which Event(s) is/are identified. Further, in the instance where Eventim agrees in its discretion and in writing to provide Client with an exclusivity carve out (limited to ten (10) percent of all Fee Bearing Tickets available for sale at a specific Event unless otherwise agreed by Eventim) for artist pre-sales and third party listings, the agreement by Eventim to such a carve out does not grant Client the right to place primary Ticketing inventory covered under the Agreement on competitor ticketing websites for sale, or place comp inventory on other ticketing sites that, in the opinion of Eventim, are acting as a competitor to Eventim. Any such impermissible action by Client shall be considered a material breach of the Agreement and Eventim reserves all legal and equitable rights to enforce its exclusivity and other rights under the Agreement.

(f) If Client experiences a change of Control event, or experiences a change in Client's legal structure, or to its directors, managers (in the case of a limited liability company), or officers, it shall immediately inform Eventim of such change and promptly inform the directors, managers, and officers affected by such change (i.e. those directors, managers, and officers associated with the acquiring entity) of the existence of the Agreement and of Client's and therefore the successor entity's obligations thereunder.

(g) Further, if Client has a banking change during the Term of the Agreement, it shall timely notify Eventim of such change in a form acceptable to Eventim. Any Client failure to inform Eventim of such banking change that results in Eventim settling Ticket sales proceeds to the wrong bank account, shall not obligate Eventim to execute a replacement settlement, unless Eventim is successful in recovering such wrongly settled funds within a reasonable time frame.

(h) Client is entirely responsible for Events and for the availability to Customers of all relevant information, terms, conditions and rules. Eventim will sell Tickets subject to the Eventim US Terms of Purchase, which will require Customers to observe Event terms, conditions and rules. To the extent there is any conflict between the Eventim US Terms of Purchase and any Event terms, conditions or rules, Client agrees that the Eventim US Terms of Purchase will apply to each Customer's purchase. Client acknowledges that it has reviewed the Eventim US Terms of Purchase and agrees to comply with all of the stated terms and conditions therein, as well as with any revisions to such terms and conditions which may be made in Eventim's sole discretion and notified to Client from time to time.

(i) Client shall notify Eventim in advance of the sale of any Tickets, any significant, onerous or unusual terms or restrictions relating to Event(s) or the sale of Tickets, including (but not limited to) any age or eligibility restrictions that require Eventim to advise Customers purchasing Tickets, and Eventim shall use reasonable efforts to highlight such terms to Customers at or before the time of purchase.

(j) Client shall be responsible for all Chargebacks resulting from Ticket sales for Events and shall indemnify Eventim and Eventim's Affiliates for the amount of any Chargeback and all charges, costs and other losses connected to such Chargeback. Eventim shall take reasonable measures to minimize the risk of Chargebacks resulting from fraudulent use of credit and debit cards.

(k) Eventim does not undertake to procure or to guarantee any minimum or maximum volume of Ticket sales. The volume of Ticket sales for all Events shall be entirely at Client's risk.

(l) Throughout the Term, subject to reasonable scheduled downtime for maintenance or system upgrades and otherwise to website accessibility disruptions beyond Eventim's reasonable control, Eventim shall ensure that its website is available at all times while Tickets are available for sale, in order to enable Customers to book Tickets, obtain Event(s) information and submit inquiries in relation to Event(s) online; and Eventim will appoint a Client services representative with respect to Event(s) to liaise with Client in respect of sales figures for Event(s) and other day-to-day issues.

(m) Eventim shall use its experience and knowledge to take reasonable steps to limit the possible exposure to both Parties of debit and credit card fraud and other fraudulent transactions. In the event of any such occurrence prior to the date of an individual Event, Eventim may seek the agreement of Client (not to be unreasonably withheld or delayed) for the cancellation of the affected Tickets sold for resale to alternative Customers.

(n) Any returned or cancelled Tickets may be resold as Tickets in accordance with the Agreement.

(o) Any Event that is on sale prior to the end of the Term will remain on sale exclusively with Eventim until the Event takes place, and the Agreement will remain in full force and effect with respect to such Event.

(p) In respect of the fulfillment of Tickets in the U.S.A, Eventim will charge Customers the following Shipping Fee per order. Such minimum Shipping Fee may be updated annually, at a minimum, as postal rate changes occur.

Fulfillment Method	Minimum Shipping Fee per Order
Print@Home / Mobile	\$0.00
SMS Message Fulfillment per message	\$0.03
MMS Message Fulfillment per message	\$0.07
USPS First Class Letter	\$5.00
USPS First Class Package Tracked	\$15.00
USPS Priority Mail Tracked	\$35.00

(q) In respect of the purchase of Tickets pursuant to Eventim's payment plan functionality, Eventim will charge Customers the following Payment Plan Fee per Ticket.

Price Tier	Minimum Payment Plan Fee per Ticket
All Ticket Prices	\$5.00
Low Downpayment Price Tier	Minimum Payment Plan Fee per Ticket
All Ticket Prices	\$10.00

(r) Eventim's Affiliates maintain a network of websites of integrated programs that promote events, artists, and venues to a broad audience. Those websites automatically push Ticket sales for Events. For each Ticket

purchased for an Event through an Affiliate's website, Eventim is authorized to collect an Affiliate Fee from the Ticket purchaser, which shall be One Dollar (\$1.00), at a minimum.

(s) In the instance that Eventim deploys a "Buy Now Pay Later" ("BNPL") option, then Eventim shall be entitled to charge customers a BNPL fee equal to twice the BNPL published rate (7%).

(t) Eventim shall be entitled to increase the Customer Fee, Shipping Fee, Printed Ticket Fee, Credit Card Processing Fee, Payment Plan Fee, and Ticket Protection Fee, as well as the fee charged per RFID Bracelet. The Customer Fee shall be subject to an automatic Five Percent (5%) increase on each annual anniversary of the Commencement Date throughout the Term. Other fee increases, to the extent caused by third party cost increases (e.g., the US Postal Service, labor, etc.), shall occur at each annual anniversary of the Commencement Date, and Eventim shall inform Client in advance of such other fee increases (except the annual Customer Fee increase stipulated above); provided, however, that such other fees shall not be increased with respect to Events that are already materially on-sale (i.e., for Events that have sold more than Twenty-Five Percent (25%) of the forecasted Ticket inventory for such Event) on the anniversary date such fee increase would normally occur.

(u) In the instance where Client's Fee Bearing Ticket achievement is more than Twenty-Five Percent (25%) below expectations as set forth and stipulated in the Agreement, Eventim shall have the right to increase the Customer Fee, the Credit Card Processing Fee, Shipping Fee and other fees by a proportionate rate as compared to the Fee Bearing Ticket performance, at Eventim's sole discretion. For example, if Client's Fee Bearing Ticket achievement was at Fifty Percent (50%) as of the conclusion of the first six (6) months of the Agreement, then Eventim may increase the respective Customer Fee by 2x at such time until Client's performance improves (at which time Eventim may reduce the fee increase in a proportionate manner). Such fee increases shall occur at each six (6) month anniversary date of the Commencement Date as Fee Bearing Ticket performance measures dictate.

(v) Client shall be obligated to immediately inform Eventim of any change of control event (i.e. assignment of its rights and obligations to this Agreement to any party), make a change in any member(s) if a limited liability corporation or officers of a corporation that executed the Agreement; or if it intends to sell a portion or all of the assets of the legal entity that executed the Agreement (or for any materially associated affiliate to the entity that executed the Agreement). Client is obligated to inform any change of control partner or entity that intends to acquire a portion or all of the assets of the Client entity, as to its obligations under this Agreement and should ensure that such acquiring entity shall assume such obligations as stipulated in this Agreement.

(w) In the instance that Eventim needs to engage in legal collections or other recovery efforts against Client to recover unrecouped Bonuses or Advances during or after the Term of the Agreement, Client shall be obligated to reimburse Eventim of such recovery costs, which may include reasonable attorney's fees.

(x) For RFID Events, Client shall be obligated to offer US Customers a USPS tracking option as the primary shipping/delivery option. Will-call Ticket purchases shall only be offered for non-US Customers or for Customers who have completed their purchases after the USPS tracked shipment option has been turned off (usually within 10-14 calendar days of the Event).

(y) Client acknowledges that Eventim's employees are required to follow the Eventim Group Code of Conduct published at <https://corporate.eventim.de/en/company/compliance>, as revised from time to time, and Client agrees to make reasonable efforts to encourage its employees to behave accordingly.

(z) Client acknowledges that Eventim on-site equipment at Events requires a dedicated, reliable internet/Wi-Fi network for box office operations and scanning. Client will provide all necessary internet/Wi-Fi connectivity at Events. Under no circumstances will Eventim accept or provide hotspots or similar localized Wi-Fi deployments as adequate for on-site operational purposes. For major Events, Eventim Technical Support staff may provide a backup connectivity system. If (in Eventim's exclusive opinion) an Eventim backup system should be used due to inadequate internet/Wi-Fi connectivity provided by Client, Client agrees to pay Eventim the rental amount of One Thousand Dollars (\$1,000) per day (for a partial or full day deployment) for such system.

(aa) Client acknowledges that Eventim onsite equipment is being provided by Eventim as a convenience to Client. Client may use the Eventim equipment or may utilize their own equipment for the purpose of accessing the Eventim platform and box office application for its own use. Client is expected to provide adequate internet/Wi-Fi connectivity in order for the equipment provided by Eventim to access the Eventim platform and related box office application. Client is solely responsible for the proper deployment of the equipment as well as securing the equipment from use by unauthorized personnel.

Client shall maintain all equipment, whether provided by Eventim or Client, in good working order, shall execute all necessary software updates to keep the equipment properly operating, and shall abide by all Payment Card Industry (PCI) Standards relative to the use of the equipment to execute box office sales, refunds and related debit and credit card financial transactions. Client may not utilize Eventim provided equipment to execute phone sale orders and must notify Eventim immediately of any intent to do so. At the end of the Term, Client shall promptly return all Eventim equipment to Eventim at Client's expense and in good working order, normal wear and tear excepted. If any Eventim equipment is lost or damaged beyond reasonable wear and tear, Client shall be charged for such equipment replacement value at published rates. Eventim may either invoice Client for such amount or deduct the amount from final settlement at Eventim's sole discretion.

(bb) For each Event, Eventim shall only provide on-site technical support if a minimum of Ten Thousand (10,000) Individual Per Day Fee Bearing Tickets are sold (measured 30-days in advance of the Event) and a minimum of Thirty Thousand Dollars (\$30,000) in Customer Fees is collected by Eventim for the subject Event. For purposes of calculating the average daily Fee-Bearing Ticket sales, each multi-day Ticket shall be counted as one (1) Fee-Bearing Ticket and shall not be allocated or counted separately for each day of the Event. The determination as to the exact number of Technical Staff to be deployed at each Event shall be mutually agreed to by the Parties. This provision assumes that the Event duration shall not exceed four (4) calendar days for a three (3) day Event, or two (2) calendar days for a one-day Event (each with a lead in day). If the Event duration exceeds four (4) calendar days, Client and Eventim will negotiate in good faith the appropriate Technical Support deployment that Eventim will supply for the subject Event; provided, however, that Eventim will provide at least one (1) technical support staff member at no cost to Client. Technical Support staff shall not work more than eight (8) consecutive hours within a single Event Day. Unless previously agreed to in writing where Eventim covers travel costs, Client agrees to cover travel, food and lodging costs for Eventim staff. Client shall be obligated to comply with Eventim's staff travel policy, which will be provided to Client by Eventim in advance of the Event. Under no circumstances shall Eventim staff share rooms or be expected to lodge in tents, trailers, or other lodging that would be at a standard below acceptable lodging accommodations under Eventim's travel policy. Client shall make reasonable efforts to ensure that lodging is within a reasonable driving distance of the Event site.

(cc) Client shall be solely responsible to establish, apply, and maintain appropriate safety and security programs, systems, and standards, and their application to Events and their enforcement thereof, and for liabilities arising in connection therewith, for all Event attendees, the Venue, all Eventim and Client staff and

representatives engaged in on-site Event activities, and all Eventim property and equipment located at the Event. Client shall be required to provide Eventim with its Safety & Security Plan or equivalent at least thirty (30) calendar days prior to each Event. Additionally, Client shall be required to introduce Eventim technical staff to its Safety & Security Manager/Lead as well as the Manager of Venue security (or the person in charge of directing the Event's security vendor). Client shall be required to provide box office and access control security contact information to Eventim and the Client Safety & Security Manager shall be required to attend a pre-Event walk through with Eventim representatives to confirm adequate security coverage for the Venue, Event participants, and box office and access control operations. Generally, at a minimum, Client should expect to deploy one Venue and box office security lead to be present at all times during the Event supported by a reasonable number of security personnel, including at least 2-3 line control personnel at each box office location. If at any time, Eventim technical staff determine in their sole discretion that Client's box office staff, access control operations, or security deployments are insufficient to provide a reasonably safe environment for Eventim staff or Customers at any Event, Eventim technical staff may leave the Venue until sufficient safety standards (in Eventim's sole determination) are achieved by Client.

(dd) If Client requests Eventim to provide on-site technical support, and Eventim confirms availability of staff, Client agrees to pay the following rates, should payments apply:

Staff	Region	Cost	Note
Technical Staff	Any	\$1,500/Day/person	2-Day Minimum (One-Day Event)
Technical Staff	Any	\$1,500/Day/person	3-Day Minimum (Two-Day Event)
Technical Staff	Any	\$1,500/Day/person	4-Day Minimum (Three-Day Event)

Note: A Day is defined as a shift of no more than eight (8) hours.

(ee) Client shall be solely responsible for ensuring the accuracy of the checkout value for all Ticket types for all Events placed on sale on the Eventim platform. This requirement includes Client's utilizing Eventim fee templates. The checkout value includes Face Value and all fees (including, without limitation, Facility Fees). At any time after Tickets for an Event go on sale or following the conclusion of an Event, it is determined that any aspects of the checkout values of the Event's Tickets are determined to have been inaccurately calculated and charged to Customers (except in instances where Eventim's platform were not functioning as built and any such inaccuracy is not Client's fault), Client will be responsible for all financial impacts of such inaccuracies.

(ff) Client acknowledges and agrees that ID&C will be the default RFID wristband product for access purposes. Eventim reserves the right to change the RFID wristband and/or access control provider at any time and from time to time at Eventim's sole discretion.

(gg) Client may request design support services from Eventim, which shall be provided at Eventim's sole discretion. Such services normally include online Ticket page white label design services. Client shall be entitled to execute two (2) rounds of edits/changes before a white label deployment at no cost. Each subsequent round in excess of the initial two rounds will result in a Two Hundred Fifty Dollar (\$250) charge to Client and deducted from Client's first Event settlement payment. In limited circumstances, and in Eventim's sole discretion, Eventim may provide additional website design services that shall not exceed twenty (20) hours of design work. Any hours in excess of such twenty (20) hours will be charged to Client at a rate of Two Hundred Fifty Dollars (\$250) per hour and deducted from Client's first Event settlement payment.

(hh) With respect to the printing of Tickets for either Retail Sale or provided in a blank form to Client for local printing and distribution (or for the distribution of complimentary Tickets), Client will pay to Eventim a Printed Ticket Fee of Fifteen Cents (\$0.15) per Ticket printed by Client through the Term. Eventim may deduct such amounts from Client's Event settlement payments. Client orders for such printed Tickets should be a minimum of one hundred dollars (\$100) plus shipping costs.

6. Eventim Partner Integrations (CRM, email marketing, fan-to-fan exchange, waitlist, pre-auth and Venue management)

Eventim offers Clients the opportunity to engage via an API with Eventim approved partners' base integrations to be selected by Client. Such integrations are offered to Clients as a platform benefit, and the cost of maintaining the API shall be solely borne by Eventim. The actual costs outside of the base integration selected by Client are the responsibility of Client, and Client shall be required to negotiate any relevant commercial terms with the respective integration partner that they have chosen to utilize. At no time shall Eventim cover any costs above the selected base integration, unless Client and Eventim have separately negotiated such economic terms.

7. Promotional Rights.

(a) Client hereby grants the following rights to Eventim: the non-exclusive right to use images of Client and logos and signage from Event(s) in Eventim's own promotional and marketing materials, both during and following the Term. This grant will survive the termination of the Agreement.

(b) Client acknowledges and agrees that if Client contributes, provides or makes available any content to Event(s)'s websites (the "**Event(s) Site(s) Content**"), Client grants to Eventim a non-exclusive, worldwide, royalty-free, non-transferable, non-sublicensable (except to third party vendors but solely for providing services for Eventim and not for their own use) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit the Event(s) Site(s) Content, in whole or in part, in any media now known or hereafter developed, in connection with Eventim's promotion and sale of Tickets throughout the Term, as well as for Eventim's use in its own promotional and marketing materials throughout and following the Term. Client may terminate this license at any time by delivering written notice to Eventim and at the same time un-publishing all applicable Event(s) listings from the Event(s)'s website (provided that, if Client re-publishes any Event(s) listings, the foregoing license shall be deemed to be renewed).

8. Data Protection.

The Eventim US Data Processing Agreement between the Parties ("DPA") shall apply to the extent Eventim processes Covered Data (as defined in the DPA). The DPA shall control in the event of any conflict or inconsistency with these Commercial Standard Terms & Conditions.

9. Insurance.

(a) For certain Clients and in Eventim's sole discretion, Eventim may require that Client obtains and maintains Event cancellation insurance that shall name Eventim as additional insured and loss payee in advance of each Event, which insurance shall be maintained for a reasonable period after the conclusion of each Event. The limits of such insurance shall amount to at least the aggregate Face Values plus fees of all Tickets forecasted to

be sold for each Event, respectively. Client agrees that it shall provide Eventim with the calculations and written policies for such insurance coverage, which policies shall be issued by an insurer/underwriter reasonably acceptable to Eventim, no later than thirty (30) calendar days in advance of each Event. The failure by Client to do so shall constitute a material breach of the Agreement. Among other remedies available to Eventim for breaches by Client as stipulated in the Agreement or as otherwise available to Eventim at law or in equity, Eventim may at a minimum immediately cease any pre-settlement payments due to Client from and after the breach date.

(b) For certain Clients and at Eventim's sole discretion (e.g., without limitation, for Clients that have received Bonus and/or Advance payments or are receiving pre-settlement payments for Venue Events, Eventim may require that Client carry business interruption insurance to be issued by an insurer/underwriter reasonably satisfactory to Eventim and naming Eventim as additional insured and loss payee at the time the Agreement is executed (with renewal notices provided to Eventim at each anniversary date of the Commencement Date throughout the Term). The limits of such insurance shall amount to at least the value of any unamortized Bonus and/or unrecovered Advance at the time the insurance is bound. Client agrees that it shall provide Eventim with such confirmation of insurance no later than thirty (30) calendar days in advance of each Anniversary Date of the Commencement Date and the failure to do so by Client shall constitute a material breach of the Agreement. Among other remedies available to Eventim for breaches by Client as stipulated in the Agreement or as otherwise available to Eventim at law or in equity, Eventim may at a minimum immediately cease any pre-settlement payments due to Client from and after the breach date.

(c) For all Clients, Eventim may request proof of coverage for certain policy categories at defined limits, including without limitation general liability, workers comp, alcoholic beverages, auto, business interruption, etc., each as determined and approved by Eventim.

10. Intellectual Property.

(a) Each Party shall own and retain all right, title and interest in and to its Intellectual Property Rights, including, without limitation, the content and websites that such Party maintains, operates, owns and/or controls.

(b) Client grants to Eventim a non-exclusive, non-transferable, non-sublicensable, limited, royalty free license during and after the Term to use the Intellectual Property Rights of Client and its Affiliates in respect of Event(s) as may be reasonably required by Eventim from time to time to enable Eventim to fulfill its obligations and to exploit its rights under the Agreement.

(c) Eventim grants to Client a non-exclusive, non-transferable, non-sublicensable, limited, royalty free license during and after the Term to use Eventim's logo and/or branding in accordance with Eventim's prior written instructions and approval to enable Client to advertise and/or promote Event(s).

(d) Both Parties represent and warrant to the other Party that they have the right to grant the Intellectual Property Rights referred in clauses 9(b) and 8(c) above for the purposes contemplated in the Agreement and further represent and warrant to the other Party that none of the Intellectual Property Rights granted by a Party to the other Party pursuant to the Agreement will infringe or violate the rights of any third party.

(e) Eventim shall indemnify Client, and Client shall indemnify Eventim and its Affiliates, in respect of any claim that the use of the Intellectual Property Rights granted by the other Party under this Section 9 or elsewhere in the Agreement infringes the Intellectual Property Rights of a third party.

(f) Except where necessary to comply with its obligations under the Agreement, neither Party shall use for its own purposes, nor acquire, nor seek to acquire by the Agreement or any activity under it, nor represent in any way that it is entitled to any Intellectual Property Rights belonging to the other Party, which, together with all goodwill attaching thereto is and shall remain the sole property of the other Party.

11. Indemnity and Liability.

(a) Eventim and Client shall indemnify, defend and hold harmless the other Party and their respective shareholders, members, officers, directors, employees, agents and Affiliates, as the case may be, from and against any and all losses, costs, liabilities and damages (including without limitation reasonable outside attorneys' fees and costs) resulting from any claim, suit or proceeding (threatened or otherwise) made or brought against the other Party or such persons or entities based upon or arising out of any negligence or intentional misconduct arising out of the other Party's obligations or duties under the Agreement, any occurrence of bodily injury, personal injury or property damage caused by the actions or conduct of the other Party of its representatives, or any breach of the other Party's representations, warranties or covenants set forth in the Agreement.

(b) UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

(c) To the extent permitted by Applicable Laws, in no event shall Eventim's total liability to Client for direct damages, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement be in excess of the amounts paid to Eventim under the Agreement.

12. Termination; Force Majeure.

(a) Either Party may terminate the Agreement immediately on the provision of notice in writing to the other Party if that other Party: (i) commits a material breach of the Agreement and, in the case of a breach which is capable of cure, it is not cured within thirty (30) Business Days of receipt of written notice specifying the breach and requiring its cure; or (ii) repeatedly breaches any terms of the Agreement in such a manner as to reasonably justify the opinion of the other Party that the breaching Party's conduct is inconsistent with its having the intention or ability to give effect to the terms of the Agreement; or (iii) ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) calendar days, or makes an assignment for the benefit of creditors.

(b) Neither Party will be liable for any failure or delay in performing an obligation under the Agreement that is due to a Force Majeure Event. "**Force Majeure Event**" means an event beyond the reasonable control of the Parties which prevents a Party from complying with any of its obligations under the Agreement, including but not limited to: (1) an act of God (such as, but not limited to earthquakes, drought, tidal waves, floods and other natural catastrophes); (2) fires, or explosions; (3) war, hostilities (whether war is declared or not), invasion, act of foreign enemies, requisition, or embargo; (4) rebellion, revolution, insurrection, or military or usurped power, civil war, riots, or other civil commotion; (5) contamination by radioactivity from any nuclear fuel, or from any

nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (6) strikes, go slows, lock outs, or other labor disorder; (7) acts or threats of terrorism; (8) epidemic, pandemic (including but not limited to the Covid-19 pandemic), or quarantine; (9) breakdown of communication facilities, web host, or internet service provider; and (10) governmental acts or omissions, or changes in Applicable Laws. No Party shall be considered in breach of the Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Should an event of Force Majeure last more than six (6) months, either Party may terminate the Agreement, subject to the other provisions of this Section 12.

For the avoidance of doubt, a Force Majeure Event shall not include (1) financial distress nor the inability of either Party to make a profit or avoid a financial loss, (2) changes in market prices or conditions, or (3) a Party's financial inability to perform its obligations under the Agreement.

(c) Any termination of the Agreement (however caused) shall not affect any rights, liabilities or obligations of either Party which have accrued prior to the date of termination, nor shall it affect the coming into force or the continuation in force of any provision of the Agreement intended to survive such termination.

(d) On termination of the Agreement: (i) the licenses granted pursuant to clauses 9(b) and 8(c) above or elsewhere in the Agreement shall immediately terminate and both Parties shall immediately cease to use all Intellectual Property Rights provided by the other Party; and (ii) Eventim shall cease to promote, market, advertise or sell all Tickets.

(e) Upon any termination of the Agreement (however caused), Eventim shall be promptly reimbursed by Client 100% of any non-recouped Advance and a pro-rata portion of the Bonus (calculated from the date the Bonus was paid to Client) as of the date of termination. The terms “**Advance**” and “**Bonus**” shall have the meanings set forth elsewhere in the Agreement. Eventim expressly reserves the right to seek additional remedies at law and in equity upon any such termination.

(f) This Section 11 shall survive any termination of the Agreement (however caused).

13. Additional Representations, Warranties and Covenants by Client.

(a) Client represents and warrants to Eventim that, other than the Agreement, there are no contracts, agreements, arrangements or understandings (whether written or oral) between Client and any person or entity which relate, either directly or indirectly, to the sale of Tickets by Eventim pursuant to the Agreement or to the Advance or the Bonus payable to Client thereunder.

(b) Client covenants and agrees that the entire proceeds of any Advance and Bonus will be used solely for expenditures relating to and in support of Events for which Tickets will be sold by Eventim pursuant to the Agreement. Prior to making payment of any Advance or Bonus, Client and Eventim will agree in writing as to the scope of such expenditures, and Client will strictly observe such agreement in making such expenditures. Client's expenditures of Advance and Bonus monies will be subject to audit by Eventim from time to time.

(c) Client further covenants and agrees that it will abide by, and cause its personnel to abide by, the Eventim Group Code of Conduct attached as an Exhibit hereto (as the same may be amended from time to time and communicated to Client in writing) with respect to all of its and their dealings with Eventim employees and

representatives, and will report to Eventim any violation of the Eventim Group Code of Conduct by Eventim employees or representatives which comes to the attention of Client's personnel.

(d) Client acknowledges and agrees that any breach by Client of the foregoing representations, warranties or covenants may result in termination of the Agreement by Eventim, among other consequences.

(e) Client acknowledges and agrees that in the instance where Client fails to comply with this Section 12, Client shall indemnify, defend and hold harmless Eventim in the manner provided for in the Agreement.

14. General.

(a) Client will keep the provisions of the Agreement confidential and will not disclose them to any third party unless required to do so by Applicable Laws.

(b) Client may not assign, license, sub-contract, transfer or change any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of Eventim. Further, Client shall be obligated to immediately inform Eventim or any change of control event (i.e. assignment of its rights and obligations to this Agreement), change of any member(s) if a limited liability corporation executed the Agreement, or if it intends to sell any portion or all of the assets of the legal entity that executed the Agreement (or any materially associated affiliate to the entity that executed the Agreement). Client is obligated to inform any change of control partner or entity that intends to acquire a portion or all of the assets of the Client entity, as to its obligations under this Agreement and should ensure that such acquiring entity shall assume such obligations as stipulated in this Agreement.

Eventim may assign and/or delegate any and all of its rights and obligations under the Agreement, in whole or in part, to (i) any entity which has merged with Eventim or acquired all or substantially all of its stock, membership interests, or assets, (ii) any designated outsourcer of Eventim's business functions, (iii) any Eventim Affiliate, or (iv) to any partnership or other venture in which Eventim participates.

(c) The Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as set forth in the second sentence of clause 13(b) above, no provision of the Agreement is intended to confer upon any other entity or person any rights or remedies in respect thereof.

(d) Any notice required or permitted to be given under the Agreement or Applicable Laws shall be in writing and shall be effectively communicated by: (i) personal delivery; (ii) registered or certified mail (return receipt requested); or (iii) receipted courier service. Facsimile and email transmissions will not constitute valid notices hereunder, whether or not actually received. Notices will be deemed communicated when personally delivered, or deposited with the courier service or mailed, all charges prepaid, except that notices of change of address will be effective only after actual receipt. Notices should be sent to a Party at its address set forth in the first paragraph of the Eventim Service Agreement (or such other address as is notified by a Party to the other in writing from time to time).

(e) The headings and captions used in the Agreement are for convenience of reference only and shall not define, limit, or otherwise affect the construction or interpretation of any provision of the Agreement

(f) No modification, amendment, waiver, termination or discharge of the Agreement will be binding unless it is in writing and signed by an authorized signatory of each Party.

(g) No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by Applicable Laws, shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(h) The Agreement and Eventim's US Terms of Purchase set out the entire agreement between the Parties relating to their respective subject matters and supersede any previous agreement (whether oral or in writing) relating to such subject matter which shall cease to have any further force or effect.

(i) Each Party acknowledges that, in entering into the Agreement, it has not relied on and shall have no right or remedy in respect of, any representation or warranty (whether oral or written) that is not set out in the Agreement.

(j) The Agreement is not intended to create any partnership or joint venture relationship between the Parties. For all purposes of the Agreement, its terms, and their interpretation and application, the relationship between Client and Eventim shall be that of principal and agent, respectively;

(k) If any court or governmental authority of competent jurisdiction finds that any provision of the Agreement is invalid, illegal or unenforceable in whole or in part, that provision shall, to the extent required, be deemed to be modified or deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

(l) The Agreement has been entered into, or shall be deemed to have been entered into, in the State of California. The validity, interpretation and legal effect of the Agreement is governed by the laws of the State of California applicable to contracts entered into and performed entirely within such State (without giving effect to any conflict of laws principles and regardless of the place or places of the actual execution or performance of the Agreement). The California courts (State and Federal), only, will have exclusive jurisdiction over any interpretations and controversies regarding the Agreement, and the Parties consent and irrevocably and unconditionally agree to be subject to the exclusive jurisdiction of said courts located in Los Angeles County, California. Neither Party shall raise any defenses against such jurisdiction including, without limitation, the defense of *forum non conveniens*.

Attachment: Eventim Group Code of Conduct