# vivenu General Terms and Conditions for Customers

## § 1
## General

1.1 These General Terms and Conditions ("GTC") supplement the separately concluded individual covenants and undertaking agreements (the "Individual Agreements") between Customer and the respective group company of vivenu pursuant to the Individual Agreement (hereinafter "vivenu") as well as any other agreements which always take precedence over the GTC (all agreements together the "Agreement").

1.2 Terms and conditions of Customer of any kind whatsoever shall not apply.

1.3 The vivenu Services are provided only to professional entrepreneurs and not to consumers. Accordingly, the Customer assures that the conclusion of the Agreement is attributable to its commercial, business, or professional activity.

## § 2
## Scope of vivenu Services

2.1 The scope of services to be provided by vivenu to Customer are defined in the Individual Agreements and generally include the limited right of use of the vivenu-Platform granted by vivenu to the Customer as well as, if applicable, further services provided by vivenu outside the vivenu-Platform (together the "vivenu Services").

2.2 Functionalities, services and that go beyond the services mentioned in the Individual Agreements can be obtained directly via the vivenu-Platform or a vivenu contact person after conclusion of the Agreement, subject to further provisions. Unless otherwise agreed, these GTC apply mutatis mutandis to the additional vivenu-Services (unless vivenu has made the use of these additional software functions dependent on Customer accepting deviating terms of use for this purpose).

2.3 The ticketing platform developed and maintained by vivenu (“the vivenu-Platform”) as well as further vivenu-Services enable the Customer to create, plan, create, manage Events, to create and execute Event-related transactions, to issue and send Tickets to End Consumers, and to support admission control for Events. An "Event" means any temporary happening that requires a Ticket to attend, enter or participate in, whether such Event is physical or virtual (e.g., any artistic, cultural, athletic or other performance, play, concert, meeting, seminar, visit to a recreational facility, swimming pool, museum or site, movie show, opera, reading, trade show, conference, continuing education/training/educational event, educational course, or any other event, happening or occurrence). "End Consumer" shall mean any natural person or legal entity as well as any other group of persons who purchases or has already purchased one or more Tickets or other products or offers of the Customer as well as persons who possess or hold a Ticket. "Ticket" means any proof of the End Consumer's access right to one Event (so-called "Single-Event-Ticket") or several Events (e.g. season tickets, so-called "Multi-Event-Ticket") created or validated by means of the vivenu-Platform.

2.4 In case the scope of the Agreement (according to the Individual Agreements) is limited to one or more specific Events, the rights and obligations of the parties arising from this Agreement shall continue to exist if one or more of such Events are carried out by the

Customer under a name or at a place other than that specified in the Individual Agreements. This also applies, if one or more Events are organized by a company affiliated with the Customer.

2.5 Tickets are generally delivered to End Consumers via electronic means (e.g. as a PDF via e-mail or directly as a download into the Apple Wallet). If separately agreed between Customer and vivenu, End Consumers shall have the option to purchase physical tickets ("Hard Tickets"). Unless otherwise agreed upon, Customer shall be responsible for the creation and delivery of Hard Tickets to End Consumers. Subject to payment of a fee, vivenu may provide such services to Customer and End Consumers.

2.6 Customer will determine prices, charges and fees imposed on the End Consumers for the purchase of Tickets ("End Consumer Payments") at its own discretion. Customer may define multiple types of Tickets and price them differently. Customer may also define (fixed and/or variable) fees and charges supplementing the price of a Ticket and to be additionally imposed on the End Consumer.

2.7 The provision of training, support, and migration or integration services as well as access to corresponding documentation regarding the vivenu-Platform and vivenu-Services is governed by the Individual Agreements. Unless otherwise agreed upon, no training, support or onboarding is provided to Customer. vivenu reserves the right to change the scope and type of services provided free of charge at any time and at its own discretion.

2.8 vivenu will use commercially reasonable efforts to maintain uninterrupted access to and functionality of the vivenu-Platform and vivenu-Services. Foreseeable limitations of availability due to planned maintenance as well as disruptions that are beyond vivenu's control (such as force majeure, hostile system attacks and disruptions of third-party systems on which vivenu-Services are based) will be announced to Customer in a timely manner. In the event of an increased volume of End Consumer requests for ticket orders, vivenu has the right to limit the service of End Consumer requests at its own discretion (e.g. by redirecting them to digital waiting rooms or *queues*).

2.9 vivenu-Services are continuously improved, modified and further developed by vivenu and adapted to different factors, such as the requirements and the demand of customers and the market as well as technical and economic changes. The appearance and functionalities of certain products, modules and features of the vivenu-Platform and vivenu-Services may change over time. Such changes do not affect any vivenu Fees payable to vivenu. Changes to the vivenu Services beyond reasonable limits, i.e. which prevent Customer from being able to pursue its business activities ("Substantial Changes") will be announced to Customer with a notice period of three months. vivenu expressly reserves the right to decide at its own discretion whether and under which conditions new - i.e. at the time of the conclusion of the contract not yet existing software functions and supplementary services will be made available to Customer.

2.10 vivenu is entitled to engage third parties for the provision of vivenu-Services at its own discretion.

2.11 In case vivenu provides Customer with hardware (e.g. laptops, cell phones, printers, scanners, etc.) for a fee or free of charge, and unless otherwise agreed upon, such hardware remains the property of vivenu and must be returned to vivenu at the Customer's expense after the end of the last Event. If the hardware to be provided is not further specified, the selection of brand and type is at the discretion of vivenu. Loss or

damage of hardware will be charged to Customer. The early return of hardware prior to the expiration of the rental period does not affect the fees to be paid to vivenu.

2.12 In case Customer integrates third-party products, services, software or other components into the vivenu-Platform, the respective third party-provider will be the sole contractual partner of the Customer for these additional components and their use. Customer expressly acknowledges that the third-party provider is solely responsible for the provision of these additional components and vivenu is therefore in no way responsible for their availability and functionality as well as compatibility with the vivenu-Platform and therefore assumes no liability for any damages arising from the use of such components.

2.13 The Customer is solely responsible for the planning, organization, and execution of an Event. An agreement regarding the participation at an Event is established only between the End Consumer and Customer. Customer and vivenu will inform End Consumers about the role of Customer and vivenu in the respective terms and conditions. The agreement between Customer and the End Consumer is considered concluded upon the correct booking on the vivenu-Platform and the transmittance of a transaction confirmation to the End Consumer. Customer acknowledges that completing the order process alone (without the correct booking on the vivenu-Platform) does not constitute the conclusion of an agreement.

2.14 Customer acknowledges that vivenu maintains a security system designed to protect the integrity of the transactions processed via the vivenu-Platform. Certain suspicious transactions with End Consumers, will therefore not be executed.

## § 3
## Use of vivenu-Services

3.1 Access to the vivenu-Platform takes place via Customer's internet access with a supported internet browser. Any access to or via APIs and webhooks is subject to specific agreements.

3.2 Before accessing the vivenu-Platform for the first time, Customer will provide with certain information about its business (e.g. company name, VAT identification number, billing address). vivenu may request further evidence (e.g. excerpt from the commercial register) about the information provided during. If necessary to fulfill its contractual or lawful duties (e.g. when using vivenu Managed Payments according to § 8.7), vivenu may request further information regarding Customer and, if applicable, the representatives, directors and beneficial owners (including, for example, product descriptions, website addresses, bank account data or other payment information, tax identification number, date of birth, identity card or driver's license number, country of origin, copies of government identification documents, residency and other personal data, collectively "Additional Information"). If legally required, vivenu may share Additional Information with third parties (e.g. payment processing partners and authorities). Customer shall promptly notify vivenu in writing or text form of any subsequent changes to the Additional Information. Customer acknowledges that vivenu may process personal data of Customer's employees (such as name and professional e-mail address).

3.3 vivenu maintains the right to refuse, cancel or revoke the registration of Customer for good cause (e.g. if the Additional Information provided by Customer is insufficient) or,

to terminate the contract for good cause in case vivenu has reasons to believe that Additional Information provided is inaccurate.

3.4 vivenu will set up an administrator account in the vivenu-Dashboaord. If Customer is assigned a temporary password, Customer shall change such password immediately after its initial login and replace it with his own secure password. Customer shall keep its access credentials confidential and protected from access by third parties. In case Customer loses its access credentials or if there is reason to believe that third parties have gained access to such credentials, Customer will inform vivenu immediately and change its password. vivenu may request Customer to renew passwords from time to time.

3.5 Customer may create additional administrator and user accounts in the vivenu-Platform. Customer is responsible for these accounts to the same extent as for the initial administrator account (§ 3.4).

## § 4
## Use of the vivenu Marketplace

4.1 Subject to a separate agreement, Customer will be given access to an area in the vivenu-Platform through which web-based or downloadable software applications ("Marketplace Apps") can be obtained ("vivenu Marketplace"). Marketplace Apps may be offered by vivenu ("vivenu Marketplace Apps") or third parties ("Third-Party Marketplace Apps").

4.2 The provisions of these GTC apply mutatis mutandis to vivenu Marketplace Apps. The use of vivenu Marketplace Apps may be subject to additional terms and conditions and fees set forth in the vivenu Marketplace. vivenu Marketplace Apps used by Customer are considered vivenu-Services in the sense of this Agreement.

4.3 Third-Party Marketplace Apps are not offered by vivenu and are not vivenu-Services. The use of Third-Party Marketplace Apps may therefore be subject to the agreement of further contracts and/or terms and conditions of the respective provider. Additional fees charged by vivenu or the respective provider may apply. The provision of Third-Party Marketplace Apps does not imply that vivenu guarantees access, applicability or functionality with vivenu-Services. Customer's sole contact for Third-Party Marketplace Apps is the respective provider and not vivenu.

4.4 vivenu reserves the right to discontinue the provision of Marketplace Apps at any time without prior notice or not or no longer offer them for subscription. Furthermore, Customer has no right to be provided certain software applications as Marketplace Apps via the vivenu Marketplace.

## § 5
## Use of vivenu APIs

5.1 Subject to a separate agreement, vivenu grants to Customer the non-exclusive, non-sublicensable, revocable, limited and non-transferable right to use end-points of the vivenu-Platform (so-called *Application Programming Interfaces*) together with any associated keys (so-called *API keys*) and the corresponding documentation (hereinafter referred to as "APIs") for the term of the Agreement. The right to use the APIs is limited to the extent necessary to use the vivenu Services or applications of third parties in

connection with the vivenu Platform or to perform corresponding tests and the development of applications. All right, title and interest (including, without limitation, all intellectual property rights) in and to the APIs and all executable programs of such APIs, website content, documentation and services shall at all times remain with vivenu.

5.2 The provisions of these GTC apply mutatis mutandis to any use of APIs. For the use of APIs, further provisions and fees designated via the vivenu-Platform may apply.

5.3 vivenu has the right to limit the number of calls or tokens to the APIs. Likewise, the number of endpoints and data fields provided per application or service may be limited. Customer agrees to comply with this access limit and restriction of data fields at all times. Unless otherwise agreed between vivenu and Customer, the access limit per API token is 1000 per hour. vivenu reserves the right, at its sole discretion, to make changes to this access limit and restriction of data fields, which will be effective immediately upon publication. Use of any means to circumvent the access limit or restriction on data fields is a violation of these GTC.

5.4 Within the use of the APIs, Customer shall in particular ensure and warrant to vivenu,

- not to use the APIs in a manner or for a purpose that violates the Agreement, or any applicable laws;
- not to reverse engineer, disassemble, decompile, or otherwise attempt to discover all or any portion of the source code or the structure, sequence, and organization of the APIs (to the extent a restriction on reverse engineering is permitted to a limited extent under applicable local, state, regional, national, or other laws, rules, or regulations);
- not to implement measures that impair or interrupt APIs or other services operated by vivenu;
- not to use or develop similar products or services to APIs in any product or service that competes with products or services offered by vivenu;
- not to distribute or grant access rights with regards to the APIs to third parties without prior written consent by vivenu;
- without prior review and written approval from vivenu, not to issue any public disclosure of the use of the APIs that suggests a partnership with vivenu.

5.5 In the event of a breach of these terms, applicable law, morality or misuse of the APIs (e.g. through increased requests or retrievals or improper use), vivenu reserves the right to temporarily or permanently block Customer's API access without prior notice.

## § 6
## Use of the vivenu Native Resell Platform

6.1 Subject to the technical or legal constraints, for Tickets created via the vivenu Platform, vivenu provides a technical functionality through which Customer can enable End Consumers (“First Purchasers”) to offer for resale and sell the Ticket(s) they have acquired via the vivenu Platform ("Resale Function”). Customer is free to activate and deactivate the Resale Function for individual Events.

6.2 The resale is conducted through a legal pass-through transaction, whereby Customer first cancels, respectively acquires, the Ticket offered for resale (“Resell Ticket”) from the First Purchaser before the Resell Ticket is directly transferred to another End

Consumer (“Second Purchaser”). The First Purchaser’s Ticket is cancelled, respectively invalidated, while a new Ticket is created and issued to the Second Purchaser.

6.3 The processing of the resale of the Ticket to the Second Purchaser will be carried out in accordance with the terms of this Agreement. Any transaction referred to in this Agreement shall also include a transaction within the Resale Function.

6.4 As part of the activation of the Resale Function, Customer hereby expressly authorizes vivenu to process any relevant data (e.g., name and email addresses of Ticket Buyers, payment method), and issue and receive the declarations of intent necessary for the execution of the resale on behalf of Customer.

6.5 The resale of Tickets occurs in the name and for the account of Customer. Contracts regarding the purchase or return of Tickets from the First Purchaser, as well as the resale of Resell Tickets are concluded exclusively between the First Purchaser or Second Purchaser and Customer. vivenu is not a party to the purchase contracts.

6.6 Pricing, including the repurchase or return price and the collection of resale fees, is the responsibility of Customer. The refund or payment of the repurchase price to the First Purchaser is to be arranged by the Customer.

## § 7
## Fees

7.1 vivenu will charge to Customer those fees expressly stated in the Individual Agreement and, if applicable, any additional agreements entered into by Customer and vivenu after the execution of this Agreement (together the "vivenu Fees").

7.2 Subject to supplementary or deviating agreements, vivenu charges Customer the following fees for the provision of its services:

(a) Ticket Fee;
(b) Cart Fee;
(c) Managed Payments Fee;
(d) Rebooking Fee;
(e) Onboarding Fee;
(f) Chargeback Fee;
(g) Cancellation Fee; and
(h) Fiscalization Fee.

7.3 Each of these fees, described in more detail below, is exclusive of any applicable sales tax, value added tax, use tax, and other taxes and duties.

7.4 Ticket Fee: The Ticket Fee is charged for any Ticket created as part of a transaction, whereby different fees may apply for Single-Event-Tickets and Multi-Event-Tickets and the respective sales channel (e.g. online sales or point-of-sale sales). The specific amount of the Ticket Fee is defined in the Individual Agreement.

7.5 Cart Fee: The Cart Fee is charged for each transaction processed via the vivenu-Platform (this includes so called *internal bookings* and *internal transactions*). The specific amount of the Cart Fee is defined in the Individual Agreement. It consists of a fixed and/or a variable component. The variable component refers to the gross transaction price actually paid by the End Consumer for online transactions and to the

gross ticket price for offline transactions (after taxes, additional fees and discounts, not taking into account to use of vouchers).

7.6 Managed Payments Fee: If Customer uses vivenu Managed Payments (§ 8.7), vivenu will charge Customer a Managed Payments Fee in the amount specified in the Individual Agreement in relation to the purchase value of a transaction made by the End Consumer (i.e. the total payment value of the End Consumer).

7.7 Rebooking fee: If Customer offers the End Consumer the opportunity to rebook tickets (e.g. transfer of validity to another event), a fixed Rebooking Fee will be charged in addition to any fees incurred for a newly created Ticket, if such Rebooking Fee has been agreed upon in the Individual Agreement; this also applies in particular if vivenu approves and carries out the rebooking at its own discretion.

7.8 Onboarding Fee: As part of the preparations for the use of vivenu-Services (e.g. the vivenu-Platform) vivenu provides certain services according to the Individual Agreement and charges a one-time fee for this.

7.9 Chargeback Fee: If Customer uses Managed Payments (§8.7), any fees incurred due to an End Consumer's objection to a payment transaction (Chargeback) will be charged to Customer. This includes all costs incurred as a result of accepting, processing and/or contesting an objection by the End Consumer (at vivenu's discretion and with due consideration of Customer's interests), in particular, for example, costs charged by a payment service provider; the current fees are listed in **Exhibit 1** hereto. The cancellation of Tickets and the charging of the Chargeback Fee do not affect other fees for services already provided by vivenu to Customer (Customer remains liable to vivenu for the reimbursement of fees payable (e.g. Ticket Fee, Cart Fee, Managed Payments Fee) in this case).

7.10 Cancellation Fee: If Tickets are cancelled via the vivenu-Platform, vivenu will charge an amount of EUR/USD/CHF 1.50 (or the equivalent amount in another currency as stated in the Individual Agreement) for each Ticket cancelled. In case of cancellation of all Tickets of an event (e.g. due to cancellation of the event), only EUR/USD/CHF 0.50 (or the equivalent amount in another currency as stated in the Individual Agreement) per Ticket (for tickets not already cancelled) will be charged. The cancellation of Tickets and the charging of the Cancellation Fee do not affect other fees for services already provided by vivenu to Customer (Customer remains liable to vivenu for the reimbursement of fees payable (e.g. Ticket Fee, Cart Fee, Managed Payments Fee) in this case); this applies in particular even if vivenu approves and carries out the cancellation at its own discretion. The Cancellation Fee will not be charged for Tickets being cancelled as part of the Resale Function (i.e. the Ticket of the First Purchaser).

7.11 Fiscalization Fee: If Tickets are sold at the point-of-sale using the vivenu-Services, vivenu charges a so-called Fiscalization Fee of EUR15.00 (net) per month per cash register for the provision, connection and operation of the technical security device required for the cash register. The Fiscalization Fee will only be charged if the use of the cash register software provided by vivenu requires a technical security device by law (e.g. in Germany and Austria).

7.12 For further vivenu-Services requested by Customer (e.g. creation, management and dispatch of hard tickets or the rental of hardware devices) additional fees may apply. Such fees are communicated to Customer upfront in the Individual Agreement, via the vivenu-Platform or other means.

7.13 If Tickets (originating from another ticketing system) are transferred or migrated to the vivenu Platform on Customer's request, the Ticket Fee and Cart Fee for all Tickets validated by the vivenu Platform will be charged in accordance with para. 7.2 unless otherwise agreed in the Individual Agreement.

7.14 In case of general increases in wage, material and procurement costs or other costs and charges occurring after the conclusion of the Agreement, vivenu is entitled to increase the vivenu Fees accordingly. Increases not exceeding 10% p.a. are considered accepted by Customer.

## § 8
## Invoicing and Payment Processing

8.1 vivenu will provide Customer in the vivenu-Platform with an overview of the transactions made via the vivenu-Platform on a per-Event basis within 10 banking days after the termination or cancellation of an Event. The overview contains information on the number of Tickets created or validated via the vivenu-Platform and the revenues generated by Customer therefrom, as well as information on any other revenues generated by Customer via the vivenu-Platform (e.g. through merchandise).

8.2 vivenu will also provide Customer with an invoice and a corresponding payment request for the vivenu Fees payable on a monthly basis, or within 10 banking days after the termination or cancellation of an Event respectively when vivenu's payment infrastructure (Managed Payments) is employed. vivenu is entitled to issue interim invoices to Customer irrespective of the termination or cancellation of an Event or to combine fees for various Events in one invoice or payment request. Customer agrees, if requested by vivenu, to issue a direct debit mandate or a corresponding authorization (e.g. SEPA or ACH Debit) or to deposit a credit card for the via the vivenu Dashboard to vivenu for the collection of vivenu Fees.

8.3 vivenu Fees will be invoiced to Customer in the currency specified in the Individual Agreement. If Customer sells tickets in a different currency, the calculation of variable fees (e.g. Cart Fee) will be based on the average daily exchange rate published by the European Central Bank on the day of invoicing.

8.4 For payment processing of transactions made through the vivenu Platform, Customer may choose one of the following methods (as agreed upon previously with vivenu): Customer may (a) use its own payment infrastructure provided by Customer ("Own Payments" or "OP") or (b) use a payment infrastructure provided by vivenu (in cooperation with third party providers) ("Managed Payments" or "MP").

8.5 Regardless of the use of MP or OP, vivenu explicitly points out that the collectability or the risk of non-payment and the civil enforcement of a claim against an End Consumer is to be borne or enforced by Customer. A payment default occurs when an End Consumer has not paid the fees payable by him/her after ticket purchase or cancels payment transactions through certain schemes (e.g. *Chargebacks*). The complete or partial uncollectibility of Customer's claims against the End Consumer does not affect Customer's payment to vivenu and does not entitle Customer to withhold, offset, reduce or otherwise reduce the payment to vivenu. The vivenu fees to be paid by Customer remain unaffected.

8.6 Own Payments

(a) When using OP, the Customer and the End Consumer conduct the respective payment transactions through third-party payment infrastructure provided by the

Customer. Customer shall be bound by the applicable terms of use of such infrastructure providers. The specific third-party payment providers to be used by Customer must previously be approved by vivenu (with regards to technical feasibility and security standards). Customer will collect all End Consumer Payments through the payment processor.

(b) Unless paid already otherwise (through Direct Debit or Credit Card), Customer undertakes to pay the total amount of vivenu Fees indicated in the invoice to the bank account of vivenu within 10 working days after receipt of the invoice according to § 8.2. The invoice is deemed received when made available in the vivenu-Platform.

(c) When using OP, vivenu undertakes reasonable efforts to support the handling of chargebacks and cancellations of Tickets initiated via the vivenu-Platform. vivenu does not, however, guarantee that (i) the payment processing will be effectively carried out by the payment infrastructure provided by Customer, and (ii) the information regarding the respective Tickets shown in the vivenu-Platform is up-to-date and correct. vivenu is not liable for any damages that Customer may incur as a result thereof.

8.7 Managed Payments

(a) If Customer uses MP, vivenu will collect End Consumer Payments using vivenu's chosen payment processing partners (e.g., payment service providers, third-party gateways, payment processing companies, settling banks, merchant banks, collectively, "Payment Processing Partners"). Both Customer and vivenu are subject to the separate rules and regulations of the respective Payment Processing Partners and Customer acknowledges that it may be required to provide certain information and documents (according to § 3.2) and enter into separate agreements with the respective Payment Processing Partners in order to use certain vivenu-Services.

(b) Customer acknowledges and agrees that, within 10 banking days after the termination or cancellation of an Event, vivenu will pay out collected End Consumer Payments for the respective Event to a designated bank account of Customer. Customer acknowledges and agrees that vivenu will substract the following amounts from any sums paid out to Customer: (i) any vivenu Fees listed in the invoice, (ii) other amounts owed by Customer to vivenu under the Contract (i.e. vivenu Fees resulting from other Events), (iii) reserves formed in accordance with § 8.7(f). vivenu is entitled to combine payouts for several Events in one transaction. Customer and vivenu may agree on different schedules for payouts of End Consumer Payments. Customer expressly agrees that vivenu, at its sole discretion and without prior notice, is entitled to a corresponding set-off against payments due to Customer by vivenu.

(c) Customer receives with the payout according to § 8.7(b) a corresponding payout overview. For payouts made prior to the termination of an Event, the overview will only be issued after the termination of the Event. Objections against payouts stated in the overview must be raised by Customer immediately, at the latest two (2) weeks after receipt of the overview. Otherwise, the payout shall be deemed approved.

(d) To the extent necessary for the use of MP, Customer hereby grants to vivenu, for the term of this Agreement, all authorizations, powers of attorney and rights to (i) enter into all necessary contracts, arrangements and provisions with Payment

Processing Partners on behalf of Customer, (ii) perform the collection, processing and refund of End Consumer Payments on behalf of Customer (provided that the relevant transactions are processed through the vivenu-Platform and Payment Processing Partners), and (iii) payout to Customer the amount payable according to § 8.7(b). Customer acknowledges that, depending on the specific payment processing partners selected in the individual case, further rights may need to ne granted to vivenu. In case Customer enters directly into contractual relationships with Payment Processing Partners, Customer expressly agrees not to initiate any payouts without the prior consent of vivenu.

(e) In case an Event is cancelled, postponed or are not carried out as expected, or in case vivenu assumes risks of increased chargebacks, vivenu may, at its sole discretion, pause any payouts to Customer unless vivenu receives adequate security for Customer's duties (i.e. payment of vivenu Fees). If payouts to Customer have already been carried out by vivenu, Customer undertakes to pay back the corresponding amounts to vivenu immediately upon vivenu's request.

(f) In case of an unusual amount of (i) refunds, disputed payments, chargebacks, complaints of End Consumers or (ii) changes to the Customer's credit profile or the risk profile of the or the underlying event(s), or (iii) for any other reason deemed necessary to ensure the fulfillment of Customer's obligations under this Agreement (in particular, the payment of vivenu fees), vivenu is entitled, at its sole discretion, to withhold a certain portion of the End Consumer Payments for the purpose of establishing reserves for a duration exceeding the duration specified according to § 8.7(b). This right shall continue until vivenu deems all of Customer's duties under the Agreements to be fulfilled or until Customer provides adequate security for the duties.

(g) vivenu expressly points out that in the case of payouts to bank accounts outside the USA, differences in payout amounts may arise due to bank charges on incoming payments. These differences are at the expense of Customer and are not to be borne by vivenu.

## § 9
## Licenses, Intellectual Property and Data Ownership

9.1 In accordance with the covenants of the Individual Agreement and subject to all payments owed to vivenu under this Agreement, vivenu grants Customer a non-exclusive, non-sublicensable and non-transferable right to use the vivenu-Platform (and other vivenu-Services as the case may be), to the extent necessary for its respective intended use, limited to the term defined in the Individual Agreement. The right of use is exclusively intended for Customer and may not be shared with or exercised by third parties.

9.2 With the exception of the rights granted to Customer according to the Agreement, all rights to the vivenu-Platform and other vivenu-Services remain with vivenu. In particular, the Agreement does not transfer any intellectual property or other proprietary rights with regards to the vivenu-Platform or other vivenu-Services to Customer.

9.3 Customer grants vivenu a non-exclusive, non-sublicensable and non-transferable right of use, limited to the term of the Agreement, to all content processed by the vivenu-Platform to the extent necessary for its respective intended use.

9.4 vivenu-Services enable Customer to collect, process, evaluate, store, delete and transfer various data points (e.g. name, address, e-mail address, purchase history) about End Consumers ("End Consumer Data") at Customer's own discretion. Customer is obliged to apply its own legally sufficient data protection regulations and declaration in the vivenu-Platform, covering all intended use of End Consumer Data by Customer. vivenu does not guarantee that the data protection declaration applied by vivenu towards End Consumers covers such use by Customer.

9.5 Customer grants vivenu the necessary licenses and rights of use to End Consumer Data to the extent necessary for vivenu to fulfill all contractual and legal obligations. In particular, Customer grants vivenu the right to collect, use, process, store, delete and make available to third parties End Consumer Data, as far as these actions are covered by the Agreement. vivenu has the right to use End Consumer Data in anonymized or pseudonymized form for its own purposes and can make such anonymized or pseudonymized data available to third parties at its own discretion.

9.6 Customer grants vivenu the necessary licenses and rights to use Customer's name, marks and logo of Customer as a reference in printed and/or electronic publications (e.g. on the official website of vivenu).

9.7 Customer grants vivenu the royalty-free, transferable, sub-licensable right to use, including editing and further development, all suggestions or requests submitted by Customer regarding the modification and extension of the vivenu-Platform, including any feedback on existing and future functions.

9.8 In case Customer was referred to vivenu by a third party and vivenu has entered into a respective agreement with such third party, Customer hereby expressly agrees that vivenu may share event-related (but expressly not End Customer-related) data (e.g. number of tickets sold and sales prices) of Customer with the third party for the purpose of commission accounting.

## § 10
## Rights and Duties

10.1 The right to use the vivenu-Platform granted to Customer is a personal right of Customer (subject to the covenants in § 3.5). Any transfer or sharing of access credentials to the vivenu-Platform as well as the provision of any other possibility to use or access the vivenu-Platform to third-parties (e.g. creating user accounts to individuals that are not part of Customer's organization) requires prior consent of vivenu. Without such consent, the access to the vivenu-Platform by a third-party constitutes a violation of the Agreement and a right to immediately terminate the Agreement by vivenu.

10.2 Customer undertakes to include its own general terms and conditions, other contractual regulations (e.g. conditions specifically applicable to the event, refund policy), data protection regulations (e.g. its privacy policy) as well as any other useful information (e.g. access restrictions, admission regulations) regarding Events in the vivenu-Platform and to make them available to End Consumers in the checkout process. vivenu may provide Customer with contractual components via the vivenu-Platform, which Customer may use as part of the contract with the End Consumer. If marked accordingly in the vivenu-Platform, Customer is obligated to use individual regulations made available by vivenu.

10.3 Customer expressly authorizes vivenu, as far as covered by Customer's interests, to (i) prevent or reject the conclusion of a contract between Customer and an End Consumer, (ii) receive, approve, contest, process and handle cancellation requests, rebookings and *chargebacks* (*Chargebacks*) from End Consumers and (iii) to cancel individual or multiple Tickets.

10.4 Within use of vivenu-Services, Customer will in particular and in addition to the obligations stated elsewhere in the Agreement ensure and guarantee to vivenu,

(a) to comply with all legal provisions applicable to Customer (e.g. data protection and e-commerce regulations); and in particular, consumer protection laws (e.g. legal information obligations and mandatory consumer protection information);

(b) to place its own privacy policy as well as vivenu's privacy policy (as amended from time to time, which vivenu will make available to Customer) in a clearly visible way during the checkout process and to make it available to the End Consumer;

(c) to duly collect and pay to the competent tax authorities all taxes and duties to be levied on the basis of Customer's legal obligation towards the End Consumer (it is the sole responsibility of Customer to determine which sales, entertainment, value-added, excise and other taxes, duties, levies and fees are applicable to the use of and sales generated through the vivenu-Services);

(d) to integrate all contractual components made available by vivenu via the vivenu-Platform and marked as mandatory (e.g. terms of use or general terms and conditions) into the agreement between Customer and the End Consumer;

(e) not to offer or sell tickets or other products, plan, conduct or advertise events, include links or make other publications which could be illegal, insulting, defamatory, racist, obscene, threatening, unethical or otherwise discriminatory, pornographic, glorifying violence, harmful to minors, anti-competitive, misleading or otherwise unlawful or immoral, either via the vivenu-Platform or other vivenu-Services;

(f) not to offer or sell tickets or other products, plan, hold or advertise events, include links or otherwise publish content which could be in conflict with intellectual property rights of third parties, neither via the vivenu-Platform nor otherwise via vivenu-Services and to respect copyright and trademark regulations and not to use content without the consent of the rights holder;

(g) to verify all details and information shared with End Consumers for truthfulness, accuracy, completeness, transparency and up-to-datedness before publishing an event or other offer (with regards to e.g. content, location, time, host, price, fees and taxes, attendance requirements and restrictions, broadcast restrictions, access controls, form of tickets to be presented, accessibility, seating plan, refund options, and any other restrictions or material information that could reasonably influence an End Consumer's purchasing decision) and to provide only truthful, accurate, complete, transparent, current, and not misleading information and to disclose any errors, ambiguities, incompleteness, and/or changes (e.g. as a result of a postponement, change or cancellation of an event) without undue delay and to communicate this to the End Consumers (this shall apply in particular also if employees of vivenu act on behalf of Customer when creating events); as soon as Customer intends to cancel, postpone or in any way change an event, Customer must inform the End Consumers clearly and in due time;

(h) accept, honor and fulfill all obligations to End Consumers from the sale of Tickets and other products and services distributed, initiated and confirmed through vivenu-Services (esp. the vivenu-Platform);

(i) to create Events and offer Tickets to End Consumers only if Customer seriously intends to hold the event, is authorized to hold it and has the necessary personnel, material and financial resources at its disposal or will have them at the time of the event, including all insurance policies required in this context;

(j) not to give the End Consumers the false impression that a contract has been concluded between the End Consumers and vivenu with regard to an Event;

(k) that no agreement or other arrangements exist between Customer and a third party (e.g. the event location, the operator of the venue or other ticketing provider) which prevent or restrict Customer from obtaining and using the vivenu-Services in accordance with this Agreement. Customer also confirms that it is entitled and authorized to contract vivenu in accordance with this Agreement;

(l) to keep the access credentials (username/email and password) for user accounts and, if applicable, to vivenu-Platform APIs secret and not to grant third parties access to or insight into the vivenu-Platform or other vivenu-Services (including hardware) and to notify vivenu if there is any suspicion that third parties may have gained access to or insight into vivenu-Services;

(m) that employees of Customer who use or make use of the vivenu-Platform or other vivenu-Services are trained in appropriate security procedures and methods;

(n) not to take any action that exposes the vivenu-Platform or vivenu infrastructure to excessive load or otherwise disrupts or jeopardizes the functioning of the vivenu-Platform (e.g. by uploading harmful files or programs such as computer viruses, worms, Trojans, etc.);

(o) to use the vivenu-Platform only for the contractually intended purposes and also otherwise only in accordance with the Agreement;

(p) Accept, fulfill and comply with all specific terms, conditions, notices and requests for all vivenu-Services used; and

(q) to pay all vivenu Fees to vivenu in due time.

10.5 The following actions are expressly prohibited to Customer:

(a) editing, modifying, decompiling or disassembling vivenu-Services (esp. the vivenu-Platform and APIs), and creating components or products based on vivenu Services, unless such activities are expressly permitted by the Agreement or mandatory law;

(b) investigating or penetrating networks of vivenu;

(c) circumventing user restrictions or other limitations that are contractually agreed or technically built into the vivenu-Platform;

(d) the removal of trademarks or distinctive signs regarding the intellectual property of the vivenu-Platform or individual components thereof;

(e) copy or otherwise unlawfully use the design or functionality of the vivenu-Platform;

(f) create a product or offering that competes with vivenu Services.

10.6 In the event of a breach of any of the obligations set forth in the Agreement, Customer will take effective measures to promptly remedy such breach and eliminate its consequences. Should Customer require vivenu's technical support, Customer shall notify vivenu thereof without delay. vivenu reserves the right to investigate any incidents at its sole discretion and Customer warrants to vivenu that it will provide vivenu with all information necessary to clarify any incident.

10.7 If vivenu has evidence that information, data or other content published by Customer violates one of Customer's obligations stated in the Agreement, vivenu is entitled (but not obligated to Customer) - without prejudice to further contractual or legal rights - to correct or remove this information, data or other content of Customer in whole or in part or to prevent its publication via the vivenu-Platform.

10.8 If vivenu detects serious and/or continued violations of any of Customer's obligations stated in the Agreement, vivenu is entitled - without prejudice to further contractual or legal rights - to not allow individual or all Events to be published, to block and/or remove them, to temporarily or permanently block Customer's account with vivenu, to terminate access to the vivenu-Platform and other vivenu-Services, as well as to extraordinarily terminate the Agreement with Customer for good cause (pursuant to § 14.1). A serious violation justifying immediate action by vivenu shall be deemed to have occurred in particular if vivenu has reason to suspect that an Event is not being carried out as intended (e.g. on the basis of high chargeback rates by End Consumers (> 3%) or comparatively numerous complaints by End Consumers about Customer) or if it can be suspected that Customer is using or intends to use the vivenu-Platform fraudulently to the detriment of End Consumers or the general public.

## § 11
## Representations, Warranties and Acknowledgements

11.1 Except as expressly provided in the Agreement neither party makes any warranty or representation, express or implied.

11.2 Each party represent and warrant that any person signing this Agreement on behalf of a legal entity, partnership or similar organization or otherwise requesting, claiming or using additional vivenu Services is fully and unconditionally authorized and has the right to act in its capacity.

11.3 vivenu represents and warrants that the vivenu-Services (i) will perform in all material respects in accordance with the applicable functionality as referenced in § 2 and (ii) the Services will be performed in a professional manner and with reasonable skill and care. However, vivenu makes no warranty or representation regarding the suitability of the vivenu-Services or Third-Party Marketplace Apps with respect to any particular purpose pursued by Customer.

11.4 For breach of the express warranty set forth above, upon notification to vivenu of the nature of non-conformance, Customer‘s sole and exclusive remedy shall be vivenu’s commercially reasonable efforts to promptly repair or re-perform the non-conforming vivenu-Services without charge. If Customer detects a defect, error or malfunction in the vivenu-Platform or other vivenu-Services, Customer shall immediately notify vivenu in written form.

11.5 Customer warrants and represents that its obligations under the Agreement do not infringe any third-party rights (esp. exclusivity obligations of third party providers competing with vivenu).

11.6 Customer acknowledges and agrees that vivenu undertakes commercially reasonable efforts to ensure a high level of availability of the vivenu-Platform. Necessary software updates as well as unexpected technical failures and similar events (e.g. power outages) may temporarily affect the availability of the vivenu-Services. Customer acknowledges that vivenu does not provide any guarantee, warranty or other representation for the availability of the vivenu-Services at all times. If Customer recognizes that any user accounts or the functionality of the vivenu-Platform or other vivenu-Services could be disturbed or interrupted, Customer shall inform vivenu immediately. Customer is aware that vivenu-Services are used via the Internet and via networks and servers that are not operated by vivenu. vivenu assumes no responsibility for the Internet access, data lines or servers of Customer or third parties required to operate the vivenu-Services. Customer will use an Internet connection with sufficient bandwidth and an up-to-date Internet browser to use the vivenu-Services.

11.7 Customer acknowledges that providers of electronic equipment, communications, Internet and database services may be subject to errors, attacks, hacking, crashes, tampering, and weather and environmental conditions. vivenu will take reasonable security precautions to avoid such occurrences, but does not guarantee that such occurrences will not take place. vivenu assumes no liability for defects in vivenu-Services, delays or errors in transmission, memory failures and related limitations of vivenu-Services for which vivenu is not responsible (e.g., third party equipment or services used by vivenu-Services). It should be noted that in the course of maintenance work, temporary interruptions of the website and/or individual vivenu-Services may occur.

11.8 Customer acknowledges and agrees that vivenu does not review any data, information and other content created or published by Customer using vivenu-Services for clarity, timeliness, legality, accuracy and completeness. vivenu accordingly does not assume any guarantee, warranty, agreement on quality or other obligation to indemnify (neither towards Customer nor towards the End Consumers). vivenu assumes no liability for damages resulting from incorrect, untrue, inaccurate, incomplete or other publications by Customer; this applies in particular if employees of vivenu act on behalf of Customer or if Customer uses contract documentation and templates provided by vivenu.

11.9 Customer acknowledges and agrees that vivenu does not warrant or guarantee that the use or utilization of vivenu-Services (in particular the creation of End Consumer terms and conditions and calculation of taxes) complies with the legal provisions, laws, regulations and ordinances applicable to Customer and End Consumers (in particular the requirements of e-commerce, consumer and data protection and tax law). This also applies in particular if employees of vivenu are involved in the setup of Events on behalf of Customer, if Customer uses contract documentation and templates provided by vivenu, or if Customer uses third-party applications that are not part of this Agreement.

## § 12
## Limitations of Liability and Indemnification

12.1 VIVENU WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRPTION, LOSS OF DATA AND THE LIKE) FOR ANY MATTER ARISING FROM, IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY DUE FROM VIVENU IN CONNECTION WITH THIS AGREEMENT EXCEED THE AGGREGATE COMPENSATION RECEIVED BY VIVENU IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE APPLICABLE CLAIM HEREUNDER.

12.2 vivenu will indemnify, defend, and hold harmless Customer and its officers, directors, employees, and agents from and against any and all claims, suits, losses, damages and expenses (including legal fees and expenses) incurred in connection with any third party claims, demands and other liabilities asserted against any of them, which directly relate to or directly arise out of the violation or infringement of any copyright, patent, trademark or trade secret by Customer's authorized use of the vivenu-Services; provided that Customer: (i) gives vivenu prompt notice of any such claim and sole control over its defense and settlement; (ii) gives vivenu all reasonable co-operation, information and assistance to handle the defense or settlement; (iii) except to the extent required by law, makes no admission regarding any such claim without vivenu's prior written consent; and (iv) is not in breach of this Agreement, if the breach was a cause of such infringement. Notwithstanding the foregoing, vivenu shall not be liable under this Agreement with respect or related to, or in connection with: (i) End Consumer Data, (ii) unauthorized or negligent uses of the vivenu-Services (this includes the instance if vivenu, as a consequence of unauthorized uses of vivenu-Services, does not allow individual or all Events to be published, blocks and/or removes such Events, blocks Customer's account with vivenu temporarily or permanently, terminates access to the vivenu-Platform and other vivenu-Services, and extraordinarily terminates the Agreement with Customer for cause), (iii), any claims from End Consumers against Customer.

12.3 Customer will indemnify, defend and hold harmless vivenu, its affiliates and their directors, officers, employees, agents and contractors harmless from any and all claims, suits, losses, damages, expenses, taxes (including legal fees and expenses) claimed from End Consumers, third parties or governmental bodies and arising from or relating to (i) any materials provided by Customer to vivenu, (ii) the sale, distribution, management and validation of Tickets, (iii) the promotion, production, management or presentation of any Event or the postponement or cancellation thereof, (including any personal injuries or deaths related thereto, or taxes collectible therefrom), (iv) the cancellation of credit card payments (including *Chargebacks*), (v) any breach of applicable privacy policies, laws and regulations, (vi) any breach of this Agreement by any of Customer's directors, officers, employees, agents and contractors.

## § 13
## Exclusivity

13.1 If agreed upon in the Individual Agreement, Customer will perform the respective activities (in particular the distribution, the creation, the sale as well as the management and validation of Tickets) exclusively using vivenu-Services (in particular the vivenu-Platform) for the term of the Agreement.

13.2 In particular, Customer agrees to use vivenu-Services exclusively for the creation, sale, distribution, management and validation of Tickets during the term of the Agreement. Unless expressly stated otherwise, this exclusivity obligation applies to all Tickets in connection with Events planned, organized, or carried out by the Customer or companies associated with the Customer, or by subcontracted companies, service providers, or other third parties commissioned by the Customer. In particular, Customer will refrain from using products, services or offerings of third parties or own products or services competing with vivenu-Services. Customer shall be fully liable for any damages and losses (including loss of business opportunities or lost profits) incurred by vivenu due to the breach of this exclusivity obligation.

13.3 vivenu has the right, at its own discretion and after notification of Customer, instead of claiming damages resulting from the breach of the obligation of exclusivity, to extend the term of the Agreement by the duration of the breach of the obligation of exclusivity.

## § 14
## Term of the Agreement

14.1 Unless expressly stated otherwise in the Individual Agreement, the term of the Agreement starts with the signing of the Individual Agreement and ends after a period of 12 months from the official start of the sales of Tickets, and is extended for additional periods of 12 months each, unless the Agreement is terminated with a notice of 4 weeks prior to the end of the initial or any subsequent 12-month period. Ordinary termination and termination for cause must be made in writing or in text form (e.g. e-mail) to the other party.

14.2 Either party may terminate this Agreement immediately on written notice to the other party, if the other party: (i) ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver that is not dismissed within thirty (30) days; (ii) is in material default of any provision of this Agreement that is reasonably susceptible to cure and is not cured or addressed to the satisfaction of the non-defaulting party (acting reasonably) within thirty (30) days following written notice of the default from the non-defaulting party (other than non-payment for which the right to cure will be five (5) days); or (iii) is in material default of any provision of this Agreement that is not reasonably susceptible of cure.

14.3 In case of termination of this contract (expiration of time; termination) vivenu will issue an invoice on the termination date. The provisions of § 8.2 shall apply accordingly to this invoice.

## § 15
## Miscellaneous

15.1 In the event of differences of opinion between the parties with regard to contractual obligations and resulting claims, the parties will attempt to find joint solutions through direct communication, based on a friendly understanding of the contractual relationship, before external legal advisors and representatives are called in.

15.2 Confidentiality: Unless otherwise agreed upon, the parties mutually undertake to keep confidential all information received before and during the term of the contract. Confidential information in the aforementioned sense shall be all personal, commercial and technical information which has been transmitted by one party to the other party verbally, in writing or electronically and which is marked as confidential or which by its nature or the circumstances is to be understood as confidential because it relates to the content, performance and execution of the Agreement (e.g. the vivenu-Platform, API documentation, components and terms of this Agreement, non-public technical information and know-how). This does not include information that (i) can be proven to have been lawfully obtained from third parties; (ii) can be proven to have been developed in the course of vivenu's own independent developments; and/or (iii) is generally known or becomes generally known without breach of the confidentiality obligation provided for in this Agreement.

15.3 Entire agreement: The Agreement represents the complete legally binding agreements between Customer and vivenu regarding the vivenu-Services. It replaces all previous and still existing contracts regarding the same subject matter.

15.4 Interpretation: The headings of the provision herein are for guidance only. They are not decisive for the interpretation of the Agreement. References to other passages refer to these GTC unless otherwise stated.

15.5 Notifications: All communications from vivenu will be delivered to Customer in writing (to the address specified in the Individual Agreement), by email (to the contact specified by Customer in the vivenu-Platform) or via the vivenu-Platform. Changes in contact details and persons are to be communicated to vivenu immediately. All notifications from Customer to vivenu must be sent in writing (to the address specified in the individual agreement) and electronically to legal@vivenu.com.

15.6 Amendments: The Agreement (including the Individual Agreement, separate special agreements and these GTC) can be mutually amended at any time in writing or via the vivenu-Platform by the parties. vivenu is entitled to change these GTC if this is required due to adjustments or changes in the vivenu-Platform or vivenu-Services, the market situation or legal situations. Changes will be communicated to Customer according to sec. 15.5. If Customer does not explicitly object to the changes within four weeks after receipt of the notification, the changes will also become effective with explicit consent.

15.7 No Transfer of Agreement: The transfer of the Agreement by one party to a third party requires the prior consent of the other party. vivenu is, however, entitled, and Customer hereby irrevocably grants its consent, to transfer the Agreement or individual or several rights and obligations derived therefrom to a legal entity affiliated with vivenu.

15.8 Applicable Law and Jurisdiction: The Agreement is governed by the laws of the country in which vivenu has its registered office, excluding the provisions of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG - UN Sales Convention). The courts at vivenu's registered office shall have

exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

15.9 Severability clause: Should any provision of this Agreement be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement. This also applies if and to the extent that a contractual gap should become apparent in this Agreement. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply which, as far as legally possible, comes as close as possible to what the parties intended in economic terms or would have intended according to the meaning and purpose of this Agreement if they had considered this point when concluding this Agreement.

**Exhibit 1**

## Chargeback Fees

| Currency | Minimum Fee (for each Chargeback process) | In addition: Contestation Fee (only if contest of Chargeback is unsuccessful) |
|---|---|---|
| EUR | 15.00 | 20.00 |
| CHF | 15.00 | 20.00 |
| USD | 15.00 | 15.00 |
| GBP | 15.00 | 20.00 |
| CAD | 15.00 | 15.00 |

The currency refers to the currency determined in the Individual Agreement and displayed in the vivenu Dashboard.

Prices are subject to change. The fees stated herein correspond to the costs currently charged to vivenu by the payment service provider for Chargebacks. If the actual costs incurred for Chargebacks change, vivenu reserves the right to make corresponding cost adjustments to Customer after prior notification of at least one month.