

AGREEMENT BETWEEN TICKETS CLOUD AND THE ORGANISER

Taking into account the fact of the conclusion of this Agreement between Tickets Cloud and the Organiser hereinafter referred to as “**Agreement**”, on the basis of its terms and for the purposes of registering the Organiser in the Platform, TICKETSCLOUD LTD, on the one hand, and the Organiser, on the other hand, have concluded this agreement as follows.

• WHO WE ARE

- **Tickets Cloud.** Welcome to Tickets Cloud! We are a ticketing and registration platform connecting event organisers and audiences through an extensive network of resellers, distributors and publishers all over the world. We are also a software as a service platform and ticketing payment system with billing inside. We provide our users not only with a convenient digital marketplace, but also with comprehensive technical support via phone and email and guidance to help you enjoy the work with our platform and to build up a strong interaction between event organisers and resellers, distributors and publishers.

• SERVICES

- Through our Services, Tickets Cloud provides a simple and quick means for registered users who are event organisers to use Tickets Cloud as a platform enabling them to conclude agreements and perform other electronic interactions with publishers to advertise and sell tickets. Tickets Cloud’s websites and domains, including www.ticketscloud.com, and all of the webpages, all of the services available on or through the website or otherwise provided by us (including our application programming interfaces), and all of our widgets and applications are offered, maintained and provided by Tickets Cloud.

• TERM

- The Term of this Agreement on the date of commencing of the use of the Platform, the Services and the widget are subject to termination in accordance with article 6.2. of this Agreement.
- Should the initial term of the Agreement be fulfilled without any violations, the Agreement will be automatically renewed for one (1) year unless it is terminated by either party to the Agreement upon a thirty (30) day written notice to the other party prior to the expiry of the initial term.

• TERMS AND DEFINITIONS

- In this Agreement between Tickets Cloud and the Organiser, unless the text directly implies otherwise, the following terms will have the following meanings:
 - Tickets in both physical and electronic form containing information established by law, and confirming the right of its owner to attend the relevant Event shall be hereinafter referred to as “**Ticket**”.
 - This agreement with the Organiser and all annexes to it shall be hereinafter referred to as “**Agreement**”.

- All events within the spheres including but not limited to the spheres of culture, art, education, recreation, sports, museums, lectures and social events organised by the Organiser, or instructed to the Organiser for the sale of Tickets to a third party shall be hereinafter referred to as **“Event”**. Information about the Event provided by the Organiser must be in accordance with this Agreement.
- The Promoter, Venue, Organiser as well as all other subjects acting in the general terms as Organiser concluding this Agreement shall be hereinafter referred to as **“Organiser”**.
- TICKETSCLOUD LTD, a legal entity registered under the laws of the United Kingdom of Great Britain and Northern Ireland, registered at: c/o Ja Associates 1-4 The Parade, Ilford Essex IG2 7HT, ENGLAND shall be hereinafter referred to as **“Company”**.
- A person who has entered into an agreement which enables this person to use the Platform in order to conclude agreements with the Organiser with regards to the distribution, advertising of the Tickets, publishing the information online and offline about the Event, and/or all other relevant issues (including but not limited to traditional ticketing operators, fan clubs, e-commerce, media, travel agencies, etc. acting in the following way) shall be hereinafter referred to as **“Publisher”**.
- A person who has entered into an agreement which enables this person to use the Platform in order to conclude agreements with the Organiser with regards to the distribution, advertising of the Tickets, publishing the information online and offline about the Event, and/or all other relevant issues (including but not limited to traditional ticketing operators, fan clubs, e-commerce, media, travel agencies, etc. acting in the following way) shall be hereinafter referred to as **“Publisher”**.
- A person buying Tickets through the use of the Platform shall be hereinafter referred to as **“Ticket Purchaser”**.
- The actions carried out with regards to the relations of the Organiser and Publisher through the Platform aimed at providing the entire ticket service to the Ticket Purchaser with integration of Stripe software platform for payments shall be hereinafter referred to as **“Activities”**.
- The Internet website called “Tickets Cloud” published on the Internet under the domain name www.ticketscloud.com, including a set of information, texts, graphic elements, design, images, photos and video materials, databases and other results of intellectual activity, as well as the system contained in an information system that provides the availability of such information the exclusive right to which belongs to the Company, shall be hereinafter referred to as **“System”**.
- The program code generated by the System (hereinafter referred to as **“Widget”**) and an application programming interface (hereinafter referred to as **“API”**), as well as including but not limited to our programming solutions, digital pipeline and tools all together form the digital marketplace designed to interact with Organisers, Publishers, Company and Ticket Purchasers with integration of Stripe software platform for payments shall be hereinafter referred to as **“Platform”**.
- The Organiser and the Company shall be hereinafter referred to as **“Party”** separately and

“Parties” collectively.

• **ACCEPTANCE**

- The Agreement regulates the use of the Platform by the Organiser.
- Additionally, this document regulates the steps and procedures that must be adhered to for the Organiser to access the Platform and participate in the Activities.
- In order to use the Platform and the Services provided for the Organiser’s use, each and every rule and regulation set out and stated in this Agreement must be accepted and adhered to throughout the use of the Platform.
- The Organiser must therefore attentively read the Agreement prior to using the Platform and participating in the Activities offered by the Company.
- The acceptance of this Agreement does not presume undertaking any specific measures such as signing this Agreement, contacting us, etc. The act of acceptance of this Agreement includes, without limitation, use of the Platform and the Services.
- Use of any of the services of Tickets Cloud in any manner expresses consent to be bound by this Agreement, including additional terms and conditions and policies referenced herein.
- The Company reserves the right to modify this Agreement. Upon the modification of such an Agreement relating to use of the Platform and participation in Activities, the registered Organiser shall be notified beforehand and any changed legislation shall be available for consideration at: www.ticketscloud.com. The subsequent participation of any Activities through the Platform implies the acceptance of the modified information of the Agreement. In the case of the Organiser refusing to accept the modified Agreement, the Activities of the Organiser will be suspended and the account of the Organiser may be deleted, thereby terminating any contracts between the Organiser and the Company.
- The Organiser recognises and accepts that the information included in reference to the specifications of services provided, as well as the general conditions and finalisation of the contract, is void of errors in the formation of consent. Upon any amendments regarding specific services and or contractual information, the Organiser will be contacted by the Company.

• **PARTICULAR CONDITIONS**

- The Company provides the services whereby the Activities are carried out through the use of the Platform, allowing Organisers to participate in the Activities provided by the Company, namely the distribution and sale of tickets. The Organiser’s acceptance of and acceptance of this Agreement authorises the Company to cede the Tickets to the Publishers gratuitously, for a payment, or otherwise stated, which are to be sold to the Ticket Purchaser.
- The Company is not the legal holder, owner, or possessor of any of the Tickets advertised and sold through the Platform. The Company upholds and implements the Agreement and guarantees the suspension of any and all of the Organiser’s Activities on the Platform and a termination of contracts and accounts registered with the Company upon any violations of the aforementioned regulations. The Company does not share the legal property of tickets between Publishers and Ticket Purchasers in accordance with the Company’s Privacy Policy.

- **REGISTRY ON THE PLATFORM**

- **Registration.** The Organiser will not be able to partake in any of the Activities with the Company prior to agreeing and accepting the terms of the Agreement.
- **Requirements.** In order to be a member of Tickets Cloud, the Organiser must agree to the Agreement. Registration requires that the Organiser is of legal age and provides information which is valid and truthful. Failure to agree to the Agreement and failure to provide correct information will result in the Organiser being unable to access and use the Platform.
- **Required Data.** The Organiser will be required to provide their full name, email address, as well as a mobile phone number and/or other information at the discretion of the Company. In order to carry out the registration process, the Organiser must provide a username and a password, which will then give him/her access to the Platform. The Organiser is responsible for maintaining the security of the username and password and will be responsible for any action taken under the username and password.
- **Disclosure Authorisation.** The Organiser agrees that the Company is permitted to share Registration Data as provided in this Agreement in compliance with the Company's Privacy Policy.
- **Failure to Provide.** The Company reserves the right to suspend the Organiser's account and to withdraw any outstanding amounts owed to the Organiser in the event that the Registration Data provided by the Organiser is inaccurate or false.

- **SALE OF TICKETS**

- **Application.** This agreement stipulates the terms and conditions upon which the Organiser registers Tickets onto the Platform and interacts with the Publishers regarding the issues of the sales of tickets. Depending on individual and specific needs, the Organiser can use the Platform to create, promote and/or retrieve the proceeds of sales of Tickets.
- **Listing.** In order to sell Tickets, the Organiser must list the tickets on the Platform database. Ticket price, information including but not limited to the event, date, location, section, seat, row, and sale end date must all be included in the listing process by the Organiser. When listing multiple tickets in the same listing, all seats must be consecutive seats. If the multiple tickets are not consecutive seats, then the Organiser must create a separate listing for each seat not in consecutive order. It should be noted that the term "consecutive seats" refers to seats directly next to each other in the same row of seats. So-called "Piggyback" tickets which involve seats being sold directly behind each other are not permitted to be sold in one single listing. Should the Organiser list multiple tickets for sale as consecutive when they are not, will result in the Company charging the Organiser a replacement fee and/or other charges. As part of this agreement the Organiser agrees to let the Company, a non-exclusive, transferable, worldwide, paid-up, royalty-free right and license to reproduce, modify, adapt, publish and display on the Company's Platform the Organiser's descriptions of Tickets listed for sale.
- **Ticket Information.** Event dates, times, venues and subject matter, which are listed on the Ticket, may change. It is up to the Ticket Purchaser (not the Company, the Organiser or the

Publisher) to verify the most recent changes by contacting the box office or referring to official listings for any changes.

- **Accurate Descriptions.** For all Tickets listed onto the Platform, the Organiser warrants the acceptance that all descriptions of the Tickets are accurate and truthfully describe the Tickets listed for sale.
- **Widget and API.** The System generates a program code (**Widget**) and an application programming interface (**API**) through which the specified amount of tickets is sold. Multiple widgets and APIs can be generated for the tickets of the same listing. The system automatically takes into account each sold ticket from each widget and API and updates the information on the number of tickets sold and remaining unsold tickets. The same principle is carried out when the Organiser utilises the software of the acquirer bank while using the widget and the API, as well as when the Organiser and the Publisher use the interface of the System for printing tickets which are to be sold in the box office.
- **Other Information.** The Organiser represents and warrants that any information provided to the Company, to Publishers and to Ticket Purchasers of the Platform is:
 - truthful in nature, accurate, is not misleading, is not obscene or defamatory;
 - is not fraudulent;
 - does not involve the sale of counterfeit or stolen items;
 - does not infringe on any third party and/or Publisher's copyright, patent, trademark, information private to the Publisher, rights of publicity or privacy;
 - does not violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising.
- **Laws and Regulations.** The Organiser agrees to comply with all applicable local, regional, national and international laws, statutes and regulations regarding the use of the Platform. The Organiser confirms that they are over 18 years old in order to participate in the Activities provided by the Company.
- **Indemnity.** The Organiser agrees to indemnify and hold the Company harmless against all liabilities, costs and expenses (including legal fees) that arise out of any claim asserted by a third-party and/or the Publisher that involves and/or the Ticket Purchaser, that relates to, or concerns any of the Activities carried out by the Organiser.
- **Double Posting and Removal of Tickets.** Once Tickets are posted for sale on the Platform, the posting of the same Tickets for sale elsewhere other than on the Platform is forbidden in accordance with the Terms and Conditions of this Agreement and as to avoid duplications and double postings of the same Tickets.
- **Stolen Property.** The sale of stolen property on the Company is strictly forbidden, and violates local, national and international law. The Company strongly supports law enforcement efforts to recover stolen property that is listed on the Platform, and urges the prosecution of those responsible for knowingly attempting to sell such items on the Platform. Stolen property includes items taken from private individuals, as well as property taken without authorisation from companies or governments.

- **FINANCIAL CONDITIONS**

- The amount of remuneration received by the Company is stipulated in each instance and set out on the Platform (in the application, account, etc.). All financial conditions between the Organiser and the Publisher are subject to their arrangements resulted from the communication via the means represented by the Company.
- The Platform service charge could be applied to each Event separately and set out by the Parties in each separate project, and on default shall be the following:
 - The Platform service charge is 8% (eight) percent, including compensation for acquiring expenses, regardless of the turnover for the Reporting Period, including payment by Visa and MasterCard payment systems. Commission is charged from the full value of the ticket from each transaction.
- The Company uses the third party payment platform, Stripe, the Stripe API, and in conjunction, the Stripe account to process credit and debit card transactions for the account on the Platform. The Company is a "Partner Application" as defined in the Stripe Terms of Service.
- The Ticket Purchaser buys tickets through the Stripe payment platform that splits the payments according to a specific algorithm into four (or more if required) parts, which are the commission of the Stripe payment platform, the Company's remuneration, the commission on the purchase of the Publisher, the nominal value of the ticket of the Organiser. This payment is sent directly to the above-mentioned payment recipients. If required, a fifth part can be added, e.g. in case an additional tax is to be paid to the budget, etc.
- Use of the Platform and the Services and acceptance of this Agreement, expresses consent to be bound by Stripe's Terms of Service.
- The Company shall not be liable for any payments and monetary transactions that occur through the use of the Stripe payment platform. All payments and monetary transactions are handled by Stripe. The Company shall not be liable for any issues regarding financial and monetary transactions between the Organiser, the Publisher, the Ticket Purchaser and any other party, including Stripe.
- The Organiser, the Publisher, and the Ticket Purchaser are solely responsible for all transactions (one-time, recurring, and refunds) processed through the Platform and/or Stripe. The Company is not liable for loss or damage from errant or invalid transactions processed with the Stripe account. This includes transactions that were not processed due to a network communication error, or any other reason. While processing a transaction, the Organiser or the Publisher or the Ticket Purchaser are solely responsible to verify that the transaction was successfully processed.
- The Company uses the Stripe API to process payments and that the Stripe API is subject to change at any time and such changes may adversely affect the Services of the Company. Nobody can hold the Company liable for any adverse effects that actions (whether intentional or unintentional) on the part of Stripe may cause to the Stripe account, the Platform account, or the business of the Organiser and Publisher.

- **RETURN OF TICKETS**

- The Company accepts requests from the Ticket Purchasers for a refund of funds for purchased Tickets and the transfer of such applications to the Organiser through the Platform.

- The Organiser independently decides on the return of funds to Ticket Purchasers for Tickets for the relevant applications, taking into account the following:
 - In the event that the refund for the Ticket is requested by the Ticket Purchaser due to cancellation or transfer of the relevant Event, the Organiser undertakes to return to the buyer the money paid for such Ticket, excluding the service fee and all the other payments received hereof by the Company;
 - In case the return of the Ticket is motivated by the unilateral refusal of the Ticket Purchaser to visit the Event no later than 14 (fourteen) days prior to the Event, the Organiser undertakes to return to the Ticket Purchaser the money paid for this Ticket, excluding the service fee, the commission of bank and non-bank credit organisations for the implementation (provision) of the Ticket Purchaser's payment for the Ticket (commission for acquiring), the costs of the Organiser for the use of the Platform and the involvement of Publishers (including the Company);
 - The final total amount of the Ticket of the Ticket Purchaser shall be refunded in the manner determined by the Organiser and brought to the attention of the Ticket Purchaser. The costs for the return of funds and the liability for all chargebacks are borne exclusively by the Organiser.
 - The Company retains the right to withhold the commission charged for the use of the Services mentioned in this agreement in case of cancellation of the Event, transfer of the Event, return of the Ticket, refusal or inability to visit the Event.
- **OBLIGATIONS OF THE ORGANISER REGARDING THE EVENT**
 - The Organiser is responsible for the legitimacy of the organisation and conduct of the Event.
 - The Company is entitled to request full information about the Activities.
 - The Company has the right to refuse to execute an instruction on an Event for which there is reason to believe that organisation, carrying out and rendering of services within the framework of such Event does not comply with the requirements of the current Agreement.
 - The Organiser independently undertakes the duty to resolve claims of Ticket Purchasers related to the organisation, holding of the Event, and also providing access to the Event to the Ticket Purchaser who presented the relevant Ticket, without the involvement of the Company.
- **OBLIGATION TO MAKE CORRECT USE OF THE PLATFORM AND THE SERVICES**
 - The Organiser commits to use the Platform and the Services offered therein in accordance with the Law, this Agreement and other notifications, regulations of use and instructions made available, as well as the rules of morality and generally accepted good customs as well as public order.
 - To this effect, the Organiser will abstain from using any of the Services with ends that would be detrimental to the rights and interests of Publishers and Ticket Purchasers, or that could in any way harm, render useless, overburden, deteriorate, or impede the normal use of the Services, computer equipment, or the documents, files, or information stored in any computer equipment (hacking) of the System and/or the Platform, of any other user regarding both hardware and software.

- **OBLIGATION TO MAKE CORRECT USE OF THE CONTENT**

- In accordance with the preceding, the Organiser commits to using the content made available on the System and on the Platform, which include but is not be limited to the texts, photographs, graphics, images, icons, technology, software, links and other audio-visual and audible content, as well as their graphic design and source code, in accordance with the Law, the Agreement, and other notifications, regulations of use and instructions made aware to the Organiser, as well as morals, generally accepted good customs and public order, and particularly commits to abstaining from:
 - reproducing, copying, distributing, making available or in any way publicly communicating, transforming or modifying the Contents, unless with authorisation by the holder of the corresponding rights, or if it be legally permissible;
 - deleting, manipulating or in any way altering the “copyright” and other identifiable data on the reservation of rights by the Company.

- **THE PROCEDURE FOR RESOLVING DISPUTES**

- This Agreement and the negotiations between the Parties in connection with the Services, and the disputes and claims arising out of or in connection with them or their formation (including non-contractual disputes and claims), shall be governed and construed in accordance with the laws of the United Kingdom of Great Britain and Northern Ireland.
- All disputes, disagreements and claims that may arise in connection with the execution, termination or invalidation of the Agreement, the Parties shall endeavour to resolve by negotiation. The Party that has the claims and/or disagreements shall send a message to the other Party indicating the claims and/or disagreements that have arisen, using the System, or by a letter according to the postal address of the other Party. The message should contain the essence of the demand and the evidence supporting the claim.
- Within 5 (five) business days from the receipt of the said communication, the Party that received it must reply to this message in a similar manner.
- If the reply to the message is not received by the sending Party within 30 (thirty) working days from the date of the communication, or if the Parties do not reach an agreement on the claims and/or disagreements that have arisen, the dispute shall be referred to the court for consideration.

- **ORGANISER’S PERSONAL DATA**

- The Organiser gives its consent to the Company for the processing of the Organiser's personal data, which includes but not limited to multiple aspects of handling personal data such as obtaining, recording, editing, revising, storing, sharing, archiving or destroying it.
- The processing of personal data is carried out in order to fulfil the obligations of the Parties under the Agreement, the creation of the account on the Platform and subsequent use of the Services and participating in the Activities.
- The processing of the Organiser's personal data is stipulated by the legislation of the United Kingdom of Great Britain and Northern Ireland on personal data (Data Protection Act 1998).

- The Organiser may at any time withdraw the consent to the processing of personal data by sending a notice to the Company to the postal address specified in clause 4.1.5. of the Agreement by registered letter with return receipt.
- For more details related to the policy of the Company in respect of personal data and other information received from the Organiser, please see our Privacy Policy, which is permanently posted on the Platform and is an integral part of this Agreement.

- **MISCELLANEOUS**

- The agreement may be terminated at any time on the initiative of the Company in case of violation by the Organiser of the terms of the Agreement as well as in other cases established by the legislation of the United Kingdom of Great Britain and Northern Ireland.
- The Parties agree that the Agreement can be changed unilaterally by placing the updated text of the Agreement on the Internet at <https://ticketscloud.com/eng/docs/AGREEMENT%20BETWEEN%20TICKETS%20CLOUD%20AND%20THE%20ORGANISER.pdf> and sending to the authorised email address of the Organiser of the text of the amended Agreement or text of the amended provisions of the Agreement. In case of disagreement with the amended terms, the Organiser sends a notification to the Company on termination of the Agreement. In the absence of such notification within 3 (three) business days from the date of the change of the Agreement, the Organiser is recognised as having accepted the amended terms.
- This Agreement and its attachments are the entire agreement. This Agreement may be modified only in writing or online, as the case may be, as provided under applicable laws and regulations.

- **CONTACT INFORMATION**

Organisation Name: TICKETSCLOUD LTD
Address: c/o Ja Associates 1-4 The Parade
City/County: Ilford Essex/UK
Postcode: IG2 7HT
Website: www.ticketscloud.com

- If you have any questions about this Agreement, you can email us at info@ticketscloud.com. Please do not include any sensitive information in your email.