

AGREEMENT BETWEEN TICKETS CLOUD AND THE PUBLISHER

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

1. WHO WE ARE

- 1.1. **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.

2. SERVICES

- 2.1. Through our services, Tickets Cloud provides a simple and quick means for registered users who are Publishers to use Tickets Cloud as a platform enabling them to conclude agreements and perform other electronic interactions with events organisers 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.

3. TERM

- 3.1. 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.
- 3.2. 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.

4. TERMS AND DEFINITIONS

- 4.1. In this Agreement between Tickets Cloud and the Publisher, unless the text directly implies otherwise, the following terms will have the following meanings:
 - 4.1.1. 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**”.
 - 4.1.2. This agreement with the Publisher and all annexes to it shall be hereinafter referred to as “**Agreement**”.
 - 4.1.3. 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**”.
 - 4.1.4. The Promoter, Venue, Organiser as well as all other subjects acting in the general terms as Organiser shall be hereinafter referred to as “**Organiser**”.
 - 4.1.5. TICKETSCLOUD LTD, a legal entity registered under the laws of the United Kingdom of Great Britain and Northern Ireland, registered at: 1st Floor, 2 Woodberry Grove, Finchley, London, N12 0DR, ENGLAND shall be hereinafter referred to as “**Company**”.
 - 4.1.6. A person who has entered into this 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**”.

- 4.1.7. A person buying Tickets through the use of the Platform shall be hereinafter referred to as **“Ticket Purchaser”**.
- 4.1.8. 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”**.
- 4.1.9. 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”**.
- 4.1.10. 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”**.
- 4.1.11. The Publisher and the Company shall be hereinafter referred to as **“Party”** separately and **“Parties”** collectively.

5. ACCEPTANCE

- 5.1. The Agreement regulates the use of the Platform by the Publisher.
- 5.2. Additionally, this document regulates the steps and procedures that must be adhered to for the Publisher to access the Platform and participate in the Activities.
- 5.3. In order to use the Platform and the Services provided for the Publisher’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.
- 5.4. The Publisher must therefore attentively read the Agreement prior to using the Platform and participating in the Activities offered by the Company.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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 Publisher 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 Publisher refusing to accept the modified Agreement, the Activities of the Publisher will be suspended and the account of the Publisher may be deleted, thereby terminating any contracts between the Publisher and the Company.
- 5.8. The Publisher 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 Publisher will be contacted by the Company.

6. PARTICULAR CONDITIONS

- 6.1. The Company provides the services whereby the Activities are carried out through the use of the Platform, allowing Publishers to participate in the Activities provided by the Company, namely the distribution and sale of tickets. The Publisher’s acceptance of and acceptance of this Agreement authorises the Company to cede the Tickets of the Organiser to the Publisher gratuitously, for a payment, or otherwise stated, which are to be sold to the Ticket Purchaser.
- 6.2. 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 Publisher’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.

7. REGISTRY ON THE PLATFORM

- 7.1. **Registration.** The Publisher will not be able to partake in any of the Activities with the Company prior to agreeing and accepting the terms of the Agreement.
- 7.2. **Requirements.** In order to be a member of Tickets Cloud, the Publisher must agree to the Agreement. Registration requires that the Publisher 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 Publisher being unable to access and use the Platform.
- 7.3. **Required Data.** The Publisher 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 Publisher must provide a username and a password, which will then give him/her access to the Platform. The Publisher is responsible for maintaining the security of the username and password and will be responsible for any action taken under the username and password.
- 7.4. **Disclosure Authorisation.** The Publisher agrees that the Company is permitted to share Registration Data as provided in this Agreement in compliance with the Company's Privacy Policy.
- 7.5. **Failure to Provide.** The Company reserves the right to suspend the Publisher's account and to withdraw any outstanding amounts owed to the Publisher in the event that the Registration Data provided by the Publisher is inaccurate or false.

8. SALE OF TICKETS

- 8.1. **Application.** This agreement stipulates the terms and conditions upon which the Publisher interacts with the Organiser regarding the issues of the sales of the tickets registered onto the Platform by the Organiser. The Publisher can use the Platform to promote events on their own website/s. The Publisher can also, prior to promoting events, interact directly with the Organiser in order to negotiate and confirm the final price of the Ticket.
- 8.2. **Final price of the Ticket.** The Publisher must inform the Ticket Purchaser of the nominal value of the Ticket, the amount of the service charge and the total amount that the Ticket Purchaser of the Ticket is required to pay in order to purchase the Ticket.
- 8.3. **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.
- 8.4. **Accurate Descriptions.** For all Tickets listed onto the Platform, the Publisher warrants the acceptance that through promoting the events, the information provided by the Organiser will remain unchanged and void of any modifications, unless otherwise stated or instructed by the Organiser.
- 8.5. **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 Publisher 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.
- 8.6. **Laws and Regulations.** The Publisher agrees to comply with all applicable local, regional, national and international laws, statutes and regulations regarding the use of the Platform. The Publisher confirms that they are over 18 years old in order to participate in the Activities provided by the Company.
- 8.7. **Indemnity.** The Publisher 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 Organiser that involves and/or the Ticket Purchaser, that relates to, or concerns any of the Activities carried out by the Publisher.
- 8.8. **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.

9. FINANCIAL CONDITIONS

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. Use of the Platform and the Services and acceptance of this Agreement, expresses consent to be bound by Stripe's Terms of Service.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.

10. RETURN OF TICKETS

- 10.1. The Publisher must inform the Ticket buyer (the Ticket Purchaser) about the procedure for refunding the money for the Tickets purchased, namely:
 - 10.1.1 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.
 - 10.1.2 The Organiser independently decides on the return of funds to Ticket Purchasers for Tickets for the relevant applications, taking into account the following:
 - a) 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;
 - b) 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);
 - c) 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.
- 10.2 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.

11. WAIVER OF RESPONSIBILITY OF THE COMPANY WITH REGARDS TO THE PUBLISHER

- 11.1. The Company is not responsible for the Publisher's obligations to the Ticket Purchasers.
- 11.2. The Company is entitled to request full information about the Activities.
- 11.3. The Company has the right to refuse to execute an instruction on an Event for which there is reason to believe that the organisation, carrying out and the rendering of services within the framework of such Event does not comply with the requirements of the current Agreement.
- 11.4. The Company is not responsible if the Tickets cannot be sold due to a malfunction of the software and hardware used by the Company, the Organiser, the Publisher, the Ticket Purchaser or the acquiring service provider, and the communication channels provided by third parties.
- 11.5. The Company is not responsible for the lack of, or failure to receive from the Publisher non-receipt of the necessary information or failure to receive it within the time-period stipulated by the Agreement, due to technical problems in the Publisher's network, and also due to malfunctions in the operation of the System or the Platform or the network and due to maintenance works carried out on the Platform or in the System.
- 11.6. The Company is not responsible for any indirect losses, damages or lost profits of the Publisher and/or third parties, loss of information as a result of the use or inability to use the System or the Platform.
- 11.7. The Company is not responsible for the Publisher's losses arising as a result of:
 - 11.7.1. Incorrect filling in of the details of the documents used to transfer the funds to the payment account of the Publisher under the terms of the Agreement by the Company;
 - 11.7.2. The infringement by the Publisher of this Agreement, up to date legislation of the United Kingdom of Great Britain and Northern Ireland or other requirements which the Publisher has undertaken to perform with regards to the Company, the Organiser and the Ticket Purchaser.
- 11.8. The Publisher uses the System or the Platform on a "as is where is" basis, that is, in the form in which they are presented, at their own risk. The Company does not guarantee the Publisher to achieve any results due to the use of the System or the Platform.

12. OBLIGATION TO MAKE CORRECT USE OF THE PLATFORM AND THE SERVICES

- 12.1. The Publisher 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.
- 12.2. To this effect, the Publisher will abstain from using any of the Services with ends that would be detrimental to the rights and interests of Organisers 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.

13. OBLIGATION TO MAKE CORRECT USE OF THE CONTENT

- 13.1. In accordance with the preceding, the Publisher 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 Publisher, as well as morals, generally accepted good customs and public order, and particularly commits to abstaining from:
 - 13.1.1. 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;
 - 13.1.2. deleting, manipulating or in any way altering the "copyright" and other identifiable data on the reservation of rights by the Company.

14. THE PROCEDURE FOR RESOLVING DISPUTES

- 14.1. 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.
- 14.2. 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.

- 14.3. 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.
- 14.4. 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.

15. PUBLISHER'S PERSONAL DATA

- 15.1. The Publisher gives its consent to the Company for the processing of the Publisher'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.
- 15.2. 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.
- 15.3. Any information you provide to us will be treated in accordance with our Privacy Policy and the EU General Data Protection Regulation (hereinafter referred to as "the GDPR") and the UK Data Protection Act 2018.
- 15.4. The Publisher may contact us at privacy@ticketscloud.com to ask us to access, amend, delete or restrict access to the information.
- 15.5. For more details related to the policy of the Company in respect of personal data and other information received from the Publisher, please see our Privacy Policy, which is permanently posted on the Platform and is an integral part of this Agreement.
- 15.6. The current version is last updated on 15th May 2018 in correspondence with the requirements of the GDPR and the UK Data Protection Act 2018.
- 15.7. The Data Protection Annex to this Agreement between Tickets Cloud and the Publisher is an integral part of this Agreement.

16. MISCELLANEOUS

- 16.1. The agreement may be terminated at any time on the initiative of the Company in case of violation by the Publisher 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.
- 16.2. The Parties agree that the Agreement can be changed unilaterally by placing the updated text of the Agreement on the Internet at www.ticketscloud.com and sending to the authorised email address of the Publisher 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 Publisher 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 Publisher is recognised as having accepted the amended terms.
- 16.3. 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.

17. CONTACT INFORMATION

Organisation Name: TICKETS CLOUD LTD
Address: 1st Floor, 2 Woodberry Grove, Finchley
City/County: London/UK
Postcode: N12 0DR
Website: www.ticketscloud.com

- 17.1. 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.

DATA PROTECTION ANNEX

TO THE AGREEMENT BETWEEN TICKETS CLOUD AND THE PUBLISHER

The parties,

- TICKETSCLOUD LTD, a legal entity registered under the laws of the United Kingdom of Great Britain and Northern Ireland, registered at: 1st Floor, 2 Woodberry Grove, Finchley, London, N12 0DR, ENGLAND (hereinafter referred to as “the Data Controller”);
- the Publisher, subject to the Agreement between Tickets Cloud and the Publisher (hereinafter referred to as “the Data Processor”);

hereinafter collectively referred to as “the Parties” and individually “the Party”,

having regard to the fact that,

- the Data Controller has access to the Personal Data of various clients, including Ticket Purchasers (hereinafter referred to as “Data subjects”);
- the Data Controller wants the Data Processor to execute certain types of processing in accordance with the Agreement between Tickets Cloud and the Publisher made with the Data Processor (hereinafter referred to as “the Agreement”) in relation to this Data Protection Annex;
- the Data Controller has determined the purpose of and the means for the processing of Personal Data as governed by the terms and conditions referred to herein;
- the Data Processor has undertaken to comply with this Data Protection Annex and to abide by the security obligations and all other aspects of the EU General Data Protection Regulation (hereinafter referred to as “the GDPR”) and the UK Data Protection Act 2018;

have agreed as follows,

1. PURPOSES FOR PERSONAL DATA PROCESSING

- 1.1. The Data Processor undertakes to process Personal Data on behalf of the Data Controller in accordance with the terms and conditions set out in this Data Processing Annex. The processing shall be fulfilled exclusively within the framework of this Annex, and for all such purposes as may be agreed to subsequently.
- 1.2. The Data Processor shall abstain from making use of the Personal Data for any purpose other than as specified by the Data Controller. The Data Controller will inform the Data Processor of any such purposes which are not contemplated in this Data Processing Annex.
- 1.3. All Personal Data processed on behalf of the Data Controller shall remain the property of the Data Controller and/or the relevant Data subjects.
- 1.4. The Data Processor shall take no unilateral decisions regarding the processing of the Personal Data for other purposes, including decisions regarding the provision thereof to third parties and the storage duration of the data.

2. DATA PROCESSOR’S DUTIES AND RESPONSIBILITIES

- 2.1. The Data Processor shall warrant compliance with the applicable laws and regulations, including laws and regulations governing the protection of Personal Data, such as the GDPR and the UK Data Protection Act 2018.
- 2.2. The Data Processor shall provide the Data Controller promptly on request with details regarding the measures it has adopted to comply with its obligations under this Data Processing Annex and the GDPR.
- 2.3. The Data Processor’s duties and responsibilities arising under the terms and conditions of this Data Processing Annex shall also apply to whomsoever processes Personal Data under the Data Processor’s instructions.

3. TRANSFER OF PERSONAL DATA

- 3.1. The Data Processor may process the Personal Data in countries outside the EEA. Besides, the Data Processor may also transfer the Personal Data to a country outside the EEA provided that such country guarantees an adequate level of protection and it satisfies the other obligations applicable to it pursuant to this Data Processing Annex and the GDPR.
- 3.2. Upon request, the Data Processor shall notify the Data Controller regarding the country or countries in which the Personal Data will be processed.

4. DIVISION OF RESPONSIBILITY

- 4.1. The Data Processor shall only be responsible for processing the Personal Data under this Data Processing Annex, in accordance with the Data Controller's instructions and under the (ultimate) responsibility of the Data Controller. The Data Processor is explicitly not responsible for other processing of Personal Data, including but not limited to processing for purposes that are not reported by the Data Controller to the Data Processor, and processing by third parties and/or for other purposes.
- 4.2. The Data Controller represents and warrants that it has express consent and/or a legal basis to process the relevant Personal Data. Furthermore, the Data Controller represents and warrants that the contents shall not be unlawful and do not infringe any rights of a third party. In this context, the Data Controller indemnifies the Data Processor of all claims and actions of third parties related to the processing of Personal Data without express consent and/or legal basis under this Data Processing Annex.

5. ENGAGING OF THIRD PARTIES OR SUBCONTRACTORS

- 5.1. The Data Processor is authorised within the framework of the Agreement to engage third parties, without the prior approval of the Data Controller being required. Upon request of the Data Controller, the Data Processor shall inform the Data Controller about the third party/parties engaged.
- 5.2. The Data Processor shall in any event ensure that such third parties will be obliged to agree in writing to the same duties that are agreed between the Data Controller and the Data Processor.

6. DUTY TO REPORT

- 6.1. In the event of a security leak and/or the leaking/hacking of Personal Data, as referred to in article 33 of the GDPR, the Data Processor shall, to the best of its ability, notify the Data Controller thereof without unreasonable delay, after which the Data Controller shall determine the means of informing of the Data subjects and/or the relevant regulatory authority/authorities. This duty to report applies irrespective of the impact of the leak. The Data Processor will endeavour that the furnished information is complete, correct and accurate.
- 6.2. If required by law and/or regulation, the Data Processor shall cooperate in notifying the relevant authorities and/or Data subjects. The Data Controller remains the responsible party for any statutory obligations in respect thereof.
- 6.3. The duty to report includes the fact that a leak/hack has occurred, including details regarding:
 - the (suspected) cause of the leak;
 - the (currently known and/or anticipated) consequences thereof;
 - the (proposed) solution;
 - the measures that have already been taken.

7. SECURITY

- 7.1. The Data Processor will endeavour to take adequate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, deterioration, alteration or disclosure of Personal Data) in connection with the performance of processing Personal Data under this Data Processing Annex.
- 7.2. The Data Processor does not guarantee that the security measures are effective under all circumstances. The Data Processor will endeavour to ensure that the security measures are of a reasonable level.
- 7.3. The Data Controller will only make the Personal Data available to the Data Processor if it is assured that the necessary security measures have been taken. The Data Controller is responsible for ensuring compliance with the measures agreed by and between the Parties.

8. HANDLING REQUESTS FROM INVOLVED PARTIES

- 8.1. Where a Data subject submits a request to the Data Processor to inspect, as stipulated by chapter 3 of the GDPR, to correct, update, change, delete, restrain access or object to process their Personal Data; the Data Processor shall forward the request to the Data Controller and the Data Controller will then deal with the request. The Data Processor may notify the Data subject hereof.

9. NON DISCLOSURE AND CONFIDENTIALITY

- 9.1. All Personal Data received by the Data Processor from the Data Controller and/or compiled by the Data Processor within the framework of this Data Processing Annex is subject to a duty of confidentiality vis-à-vis third parties.

- 9.2. This duty of confidentiality will not apply in the event that the Data Controller has expressly authorised the provision of such information to third parties, where the provision of the information to third parties is reasonably necessary in view of the nature of the instructions and the implementation of this Data Processing Annex, or if there is a legal obligation to make the information available to a third party.

10. AUDIT

- 10.1. In order to confirm compliance with this Data Processing Annex, the Data Controller shall be at liberty to conduct an audit by assigning an independent third party who shall be obliged to observe confidentiality in this regard. Any such audit will follow the Data Processor's reasonable security requirements, and will not interfere unreasonably with the Data Processor's business activities.
- 10.2. The audit may only be undertaken when there are specific grounds for suspecting the misuse of Personal Data, and no earlier than two weeks after the Data Controller has provided written notice to the Data Processor.
- 10.3. The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly as the case may be by one of the Parties or jointly by both Parties.
- 10.4. The costs of the audit will be borne by the Data Controller.

11. DURATION AND TERMINATION

- 11.1. This Data Processing Annex is entered into for the duration set out in the Agreement, and in the absence thereof, for the duration of the cooperation between the Parties.
- 11.2. The Data Processing Annex may not be terminated in the interim.
- 11.3. This Data Processing Annex may only be amended by the Parties subject to mutual consent.
- 11.4. The Data Processor shall provide its full cooperation in amending and adjusting this Data Processing Annex in the event of new privacy legislation.

12. MISCELLANEOUS

- 12.1. The Data Processing Annex and the implementation thereof will be governed by EU and UK legislation.
- 12.2. Any dispute arising between the Parties in connection with and/or arising from this Data Processing Annex is subject to court proceedings under UK legislation.
- 12.3. In the case of any inconsistency between documents and the appendices thereto, the following order of priority will apply:
- 12.3.1 the Agreement;
 - 12.3.2 this Data Processing Annex;
 - 12.3.3 additional conditions, where applicable.
- 12.4. Logs and measurements taken by the Data Processor shall be deemed authentic, unless the Data Controller supplies convincing proof to the contrary.

13. CONTACT INFORMATION

- 13.1. Modern information and communication technologies play a fundamental role in the activities of an organisation like Tickets Cloud. We are based in the UK.

Organisation Name: TICKETS CLOUD LTD
Address: 1st Floor, 2 Woodberry Grove, Finchley
City/County: London/UK
Postcode: N12 0DR
Website: www.ticketscloud.com

- 13.2. If you have any questions about this Policy or other privacy concerns, you can email us at privacy@ticketscloud.com. Please do not include any sensitive information in your email.

IN WITNESS WHEREOF, the Parties have caused this Data Processing Annex to be executed by their duly authorised representatives.