version: 6 October 2023

1. Definitions and Interpretation

1.1 The terms contained in the Agreement and these Terms and Conditions initially capitalized are defined and have the meaning as set out in this clause :

Access Code: a unique code generated by Global Ticket, which can be verified - using hardware and/or software assigned by Global Ticket - before a Visitor is granted access to an Event.

Agreement: each agreement entered into by and between Global Ticket and Client for the provision of Global Tickets' Service to Client, to which these Terms and Conditions shall apply.

Affiliate: a legal entity directly or indirectly Controlling, Controlled by, or under common Control with Global Ticket, for so long as such Control lasts.

Applicable Law: then-current national, local or other law, rule, regulation, enforceable regulatory guidance, order, judgment, decree, or ruling in any jurisdiction in which Client accesses and uses the Service, including but not limited to, data protection and privacy regulations, guidelines, conditions, policy rules and/or regulations, guidelines applicable to the Service.

Confidential Information: all information in any medium or format (written, oral, visual or electronic), that relates to a party (the "Disclosing Party"), or to its employees, officers, customers or suppliers, and that is directly or indirectly disclosed by the Disclosing Party to the other party (the "Receiving Party") in the course of their dealings relating to this Agreement, whether before or after the date of this Agreement, which is either marked as "confidential" or which ought reasonably be considered to be confidential to the Disclosing Party (and which for the avoidance of doubt shall include the content of this Agreement).

Control: shall exist through the direct or indirect ownership of more than 50% of the share capital of the legal entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions.

Chargeback: the possibility for a Visitor to cancel a payment made through the Ticketing System, whereby the authorized Transaction shall be reversed by the PSP by collecting the funds corresponding to the payment made by Visitor from Global Ticket and refunds them to Visitor.

Client: the Party with whom Global Ticket enters into an Agreement.

DPA: the Data Processing Addendum ("Data Processing Agreement") included in Appendix 1.

Effective Date: means the date on which a particular Agreement comes into effect.

Event: any event organised, promoted, produced, sponsored, held or hosted directly or indirectly, and individually or jointly with another party or parties, by Client or any of its affiliates during the Term, held at a specific date(s) and

time(s), or a continuous service at a fixed location(s) or venue, for which visitors must purchase a ticket in order to gain access to the event (and “Events” shall be interpreted accordingly).

Event of Force Majeure: has the meaning given to it in Clause 15.

Global Ticket Dashboard: Client interface of the Global Ticket System in which the sale of the Tickets for the Event can be managed by Client.

Global Ticket: the private limited liability company Global Ticket B.V., registered with the Chamber of Commerce under 57470685, having its registered office at Konijnenberg 30, 4825 BD Breda, the Netherlands.

Intellectual Property Rights: means all intellectual property rights of any nature whatsoever throughout the world and for the full duration of any and all intellectual property protection afforded to the same including all:

(a) patents, registered trademarks, service marks, copyright, designs and any and all applications for registration of any of the same wheresoever made;

(b) unregistered trademarks, service marks, designs, design right and copyright; and

(c) know how, trade secrets and Confidential Information howsoever arising and any right or interest in any of the foregoing.

Net Ticket Sales: has the meaning given in the Agreement and Clause 5.3 of these terms and conditions.

Online Sales: the sale of Tickets via the website of an Event and/or the website of Client, whereby the visitor to the website will be linked to and make use of the Ticketing System.

Order Form: the Agreement as defined above.

Parties: the parties to this Agreement, and each a “Party”.

Payment methods: any payment method that allows a Visitor to pay for a Ticket, through the services of the PSP, as supported by Global Ticket.

Personal data: any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

PSP: a Payment Service Provider, who administers the receipt, processing and registration of a payment by a Visitor and proceeds to transfer such payments to Global Ticket. At the date of this Agreement, Global Ticket has appointed CM Payments B.V. as its primary PSP.

Service or Services: the services to be provided by Global Ticket to Client pursuant the Agreement.

Service Fee: the fee charged to Client per Ticket for the Service.

Ticket(s): an admission ticket for an Event organised by or on behalf of Client that is sold via the Ticketing System. Transaction: a sale of one or more Ticket(s) for an Event via the Ticketing System, followed by a successful and full payment of the relevant Tickets (including any associated costs).

Ticketing System: the online ticketing platform developed by Global Ticket that is aimed at offering and selling Ticket(s) to Visitors.

Transaction Costs: The costs charged by the PSP to Global Ticket for the use of one or more services of the PSP, including the Payment Methods, which are in turn charged to Client in the event of a successful payment, a refund and/or a Chargeback.

Visitor: a natural person using the Ticketing System to buy one or more Tickets for an Event organized by or on behalf of Client.

Working day: Monday to Friday from 8.30 a.m. to 5.00 p.m., in accordance with the time zone per the Global Ticket entity providing the Service, excluding generally recognized public holidays.

2. Scope

2.1 These Terms and Conditions apply to all Agreements between Global Ticket and Client unless the Parties have expressly agreed otherwise in writing.

2.2 The applicability of any general (purchasing) terms and conditions used by Client, or any other terms and conditions other than included in the Agreement and these Terms and Conditions, is hereby expressly excluded.

2.3 The Parties hereby agree that any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by law. For the purpose of these Terms and Conditions, any reference to “written” or “in writing" means any form of written communication, including, without limitation, electronic signatures, and any such written communication may be transmitted by electronic transmission.

2.4 Applicable Law applies to the Service offered by Client to potential Visitors in the country where the Service is delivered. Client shall familiarize itself with such Applicable Law (including by procuring independent legal advice if needed) applicable to the Service. Global Ticket does not provide any warranties nor shall it be responsible in this regard.

2.5 The DPA (Appendix 1) forms an integral part of these Terms and Conditions and the Agreement between Client and Global Ticket relating to the use of the Services by Client.

2.6 If there is any conflict or inconsistency between the various documents forming the Agreement, the following order of precedence shall apply (the first mentioned documents prevailing over the later mentioned documents): (i) the Agreement, (ii) these Terms and Conditions, and (iii) any other document incorporated or referenced in any of the foregoing.

3. Ticket sales

3.1 For each Event, Client shall, unless otherwise notified in advance by Global Ticket, have access to all features of the Global Ticket System as required to effect the Ticket sales.

3.2 Global Ticket will provide Client with login details as soon as possible after this Agreement has entered into force, which will give Client access to the Global Ticket Dashboard.

3.3 For each Event, Client shall enter at least that information into the Global Ticket Systems using the Global Ticket Dashboard which is necessary for Global Ticket to enable the Online Sale of Tickets for such Event using the Global

Ticket System. The Parties expressly agree that in any event such information shall include:

a. name of the Event;

b. (sales) status of the Event;

c. Start date and start time of the Event;

d. end date of the Event;

e. the activation date of the sale of Tickets;

f. name of Ticket(s);

g. price of the Ticket(s);

h. maximum number of Tickets per order; and

i. maximum number of Tickets for the Event.

3.4 Global Ticket shall assign an Access Code to each Ticket to be issued via the Global Ticket Systems, and such Access Code may be checked at the entrance to the location of the applicable Event using appropriate and suitable scanning equipment.

3.5 Following an Online Sale, the Visitor will be sent a Ticket ("e-ticket") by e-mail, or electronic communication message. The Ticket can be printed by the Visitor himself/herself or accessed on a mobile device.

3.6 Client shall be solely responsible for setting the terms of purchase (and other related terms) between itself and each Visitor and Client warrants that such terms shall: (i) be notified and made available to any Visitor on a 'durable medium' in a confirmation e-mail after the order by the Visitor for Ticket(s); and (ii) comply fully with all applicable law (including all applicable privacy and consumer protection law).

3.7 Global Ticket has a telephone and e-mail helpdesk that will be available 7 days a week, 24 hours a day for any Visitor who has questions about the Ticket and/or Global Ticket System.

3.8 In the event of expected peak sales, Client is obliged to give Global Ticket at least two (2) weeks' prior written notice. Peak sales occur when the demand for Tickets at the start of the Online Sale is reasonably expected to be higher than the available number of Tickets.

4. Payment of Tickets

4.1 Payments for a Ticket by a Visitor are made using one of the Payment Methods as selected by Client using Client Dashboard and shall be collected, processed and registered by the PSP.

4.2 All payments made by a Visitor using the Ticketing System shall, subject to any deductions to be made by the PSP on account of Transaction Costs,– subsequently be transmitted by the PSP to Global Ticket. Global Ticket shall hold payments received by it until such payments are transmitted to Client in accordance with (and subject to such deductions) as set out in the Order Form and these terms and conditions.

4.3 Each Ticket sold and/or each Transaction creates a contractual relationship between the Visitor and Client. Global Ticket is expressly excluded from these contractual relationships and no obligations arise for Global Ticket as

a result of these contractual relationship(s).

4.4 The Parties recognise the possibility for Visitors of carrying out a Chargeback. A Chargeback can be carried out in particular, but not exclusively, if a payment is made by a Visitor by credit card.

5. Prices and payment; taxes

5.1 Global Ticket shall charge Client the Service Fees as stated in the Agreement or on the website of Global Ticket. The fees are exclusive of value added tax (VAT) and/or any other taxes, charges or levies imposed by any governmental authority.

5.2 Notwithstanding any other provision of this Agreement, Global Ticket is in any case entitled to pass on any price increases in relation to the provision of the Services to Client resulting from a change in Applicable Law and regulations. Global Ticket will inform Client of such price increases as soon as reasonably possible.

5.3 Global Ticket shall transmit the Net Ticket Sales to Client on the frequencies and subject to the terms set out in the Order Form (or if not set out in the Order Form, as set out in Clause 5.7). The Net Ticket Sales shall equal the Ticket sales amounts actually received by Global Ticket on behalf of Client pursuant to the Global Ticket System subject to the following deductions:

a. the Transaction Costs (to the extent that these have not been deducted automatically by the PSP prior to transmission of the payment amounts to Global Ticket);

b. the Service Fee;

c. the costs or fees in relation to the provision of additional services as set out in the Agreement;

d. any interest owed pursuant to Clause 5.5 below;

e. any Chargeback or Refunds (or costs incurred by Global Ticket and/or the PSP in relation to processing such Chargeback or Refund(s));

f. any amounts due pursuant to Clauses 9.3 and/or 9.4 below. g. any other charges and/or fees agreed between the Parties (including as set out in the Order Form).

5.4 Global Ticket will be entitled to deduct the amounts set out in Clause 5.3 from the Ticket sales amounts actually received by Global Ticket and Client agrees to the right of Global Ticket to set off such amounts against the Ticket sales amounts collected. Insofar as settlement is not possible, Global Ticket will be entitled to request Client to pay such amounts by means of an invoice.

5.5 Client shall pay all invoices without suspension, set-off or deduction within fourteen (14) days of the invoice date, unless the Agreement explicitly contains different payment terms.

5.6 The billing period of the Ticketing System is based on CE(S)T time zone. The fees shall be calculated by reference to the records of Global Ticket, and not by reference to any record of Client. Global Ticket is always entitled to change its fees following from changes to Applicable Law.

5.7 In the event that Client fails to pay Global Ticket the amounts due within the agreed payment term, interest equal to the maximum amount allowed by Applicable Law shall be payable on the outstanding invoice amount without further notice of default by Global Ticket. Client will reimburse Global Ticket for all reasonable costs and

expenses incurred (including, but not limited to, reasonable attorneys' fees) in collecting any late payments or interest.

5.8 Client may dispute an invoice in writing and in good faith during the payment term applicable to the invoice, provided client timely pays any undisputed part of the invoice.

5.9 Unless otherwise agreed in writing, payment of the Net Ticket Sales will take place on a Monday and not earlier than five (5) Working Days after the applicable Event.

5.10 All payments to Client under this Agreement shall be made to the bank account number set forth in the Agreement.

5.11 Client hereby gives Global Ticket the mandate, which Global Ticket hereby accepts, to provide the following services on an ongoing basis during the Term in relation to any and all Events at the expense and risk of Client, in its capacity as commercial agent:

 to facilitate the entry into agreements on behalf of Client for the purchase of Tickets that will be effected from time to time between Client and Visitors via the Global Ticket System (but for the avoidance of doubt Global Ticket shall not be a party to such agreements). As set out below, Client shall be solely responsible for setting the terms of such agreement(s) between itself and each Visitor;

 to process payments on behalf of Client for Ticket orders of its Visitors via the Global Ticket System, whereby Global Ticket- or the PSP engaged by it - collects and administers on behalf of Client the purchase price of such Tickets and subsequently pays the Net Ticket Sales to Client); and

 any other activities which are necessary in connection with the provision of the aforementioned services.

5.12 With regard to the execution of the assignment provided, Global Ticket (legally) acts exclusively on behalf of Client, and therefore not on behalf of Visitors who purchase Tickets on any website and/or using the Ticketing System and/or Service.

5.13 Client hereby authorises and mandates Global Ticket, with due observance of the provisions of this Agreement, to perform on behalf of Client all (legal) acts which, in the opinion of Global Ticket, are necessary or desirable to properly fulfil the assignment in its capacity as commercial agent of Client.

5.14 The mandate and power of attorney included in the previous paragraph can only be revoked by Client in writing.

5.15 For the avoidance of doubt, nothing in this Agreement shall prevent Global Ticket from providing the same or similar services to any third party and/or from entering into any similar agreements or arrangements with any third party (including any competitor of Client). 5.16 In respect of the provision of the services set out in this clause 15, Global Ticket acts on behalf of Client only and not the Visitors.

6. Suspension

6.1 If Client materially breaches any provision(s) of this Agreement, Global Ticket is entitled to suspend provision of the Service without notice or limitation to any other remedy available to Global Ticket, including cancellation of the Agreement and/or a claim for specific performance and/or damages.

6.2 If (i) Global Ticket has reasonable cause to suspect that an Event will not take place, will be postponed and/or will take place in a different location to the one originally notified, (ii) large numbers of Visitors (as determined by Global Ticket acting reasonably) claim Chargebacks or Refunds, and/or (iii) Global Ticket has reasonable cause to suspect that a risk has arisen in relation to an Event or Client that may materially impact Ticket sales and/or the amounts due to Global Ticket pursuant to this Agreement, Global Ticket has the right to suspend the delivery of the Service and any payments that would otherwise be due pursuant to this Agreement.

6.3 During any suspension in accordance with this clause, Client shall remain liable for payment of any fees due under the Agreement.

6.4 As soon as the reasons for suspension in accordance with the provisions of this clause no longer exist, Global Ticket shall resume delivery of the Service unless Global Ticket believes that the nature and/or frequency of Client's non-compliance is such that the provision of the Services should be cancelled permanently.

7. Chargebacks

7.1 In the event of a Chargeback by a Visitor, Global Ticket shall notify Client of the applicable Chargeback amount and any resulting Transaction Costs and Client will be obliged to transmit funds equaling such amount to Global Ticket within two (2) Working Days (and upon receipt Global Ticket shall transmit such funds to the PSP).

7.2 To the extent that the amount referred to in Clause 7.1 has not been paid by Client, Global Ticket shall be entitled to invoice or deduct such amount from the next payment to be made by Global Ticket to Client pursuant to Clause 5.

7.3 In addition, Global Ticket shall be entitled to charge Client for the actual costs incurred by Global Ticket in connection with processing such Chargeback (and Global Ticket shall be entitled at its discretion to invoice Client for any such costs or deduct the applicable amount from the next payment to be made by Global Ticket to Client pursuant to Clause 5). For the avoidance of doubt, any such costs shall be additional to and shall not impact any and all fees due in connection with the original applicable Transaction and/or any Transaction Costs.

8. Provision of information

8.1 Upon written request, Client shall provide reasonable cooperation regarding information requests from Global Ticket required for the provision of the Service or requests for information from law enforcement and/or or regulators to comply with Global Tickets' regulatory and/or legal obligations.

8.2 Client guarantees the accuracy, completeness and reliability of the information provided to Global Ticket. Any and all costs arising from the delay in the performance of services by Global Ticket and arising from the failure to provide the required information by Global Ticket, or to do so in a timely or properly manner, shall be borne by Client.

9. Obligations

9.1 Client shall only use the Service for the purposes and in the manner as agreed and described in this Agreement. Any change to the Service must be requested in writing. Furthermore, Client represents and warrants that (i) all Events will be organised, hosted and staged in compliance with all applicable laws; (ii) that during the Term it will use up-to-date, industry accepted tools to protect the Global Ticket System against malicious code such as viruses,

worms, or Trojan horses (“Malicious Software”) and will not insert or include (or permit or cause the insertion or inclusion of) any Malicious Software into the Global Ticket System; (iii) the assignment or grant of any licence of any Intellectual Property Rights under this Agreement by it (and any use of such Intellectual Property Rights by Global Ticket in accordance with this Agreement) will not infringe the Intellectual Property Rights of any person; and (iv) no employees, directors, officers or representatives of Client will do anything which, in the reasonable opinion of Global Ticket, is or might be prejudicial, derogatory or defamatory to the image and/or reputation of Global Ticket.

9.2 Customer provides Global Ticket with the full name of its organisation, the business address, the Chamber of Commerce number and VAT number, bank account number, as well as the name of its director(s). Changes in these details must be communicated to Global Ticket in writing.

9.3 Client may request hardware from Global Ticket for (an) Event(s), which can be used for the (digital) scanning of Access Codes on Tickets to grant access to the Event. If Client rents or is provided with any hardware from Global Ticket, Client is obliged to deliver such hardware for return shipment within two (2) Working Days after the applicable Event by means of the return shipment packaging provided. If Client does not deliver the hardware for return within the aforementioned period, Global Ticket will be entitled to charge Client an immediately payable amount of two hundred and fifty euro (€250,-). Global Ticket shall be entitled to deduct such amount from the next payment to be made by Global Ticket to Client pursuant to Clause 5. Client agrees that such an amount is reasonable and proportionate to protect Global Tickets’ legitimate interest in the hardware.

9.4 In case of damage to any hardware rented from or provided by Global Ticket, Global Ticket will charge the repair costs to Client which Client will be obliged to pay in full. In the event that such hardware is lost or irreparably damaged, Client shall pay the full renewal price of the hardware within thirty (30) days in full to Global Ticket. In either event, Global Ticket shall be entitled to deduct such amount(s) from the next payment to be made by Global Ticket to Client pursuant to Clause 5.

9.5 In the event of expected peak sales, Client is obliged to give Global Ticket at least two (2) weeks' prior written notice. Peak sales occur when the demand for Tickets at the start of the Online Sale is reasonably expected to be higher than the available number of Tickets.

9.6 To the extent permitted by law and subject to Clauses 9.7 and 15 below, Global Ticket warrants that (i) the Global Ticket System will be provided with reasonable care and skill; (ii) it will use up-to- date, industry accepted tools to protect the Global Ticket System against Malicious Software; and (iii) the grant of any licence of any Intellectual Property Rights under this Agreement by it (and any use of such Intellectual Property Rights by Client in accordance with this Agreement) will not infringe the Intellectual Property Rights of any person.

9.7 Client acknowledges and agrees that from time to time Global Ticket may have to take one or more portions of the Global Ticket System offline for a reasonable period of time and/or that the Global Ticket System may be subject to reasonable periods of downtime (being any period of time in which the Global Ticket System does not function in a material way or is not generally available via the internet), including for reasons of maintenance or installation of upgrades, patches or other fixes (any such periods being “Downtime”). Client agrees and acknowledges that any such Downtime shall not constitute a breach of this Agreement and/or the provision of the Services.

10. Settlement

10.1 Global Ticket is entitled to set off any amounts owed to it by the Client against any amounts owed by Global Ticket to the Client from the Ticket sales amounts actually received by Global Ticket and Client agrees to the right of

Global Ticket to set off such amounts against the Ticket sales amounts collected. Insofar as settlement is not possible, Global Ticket shall be entitled to request Client to pay such amounts by means of an invoice.

11. Confidentiality

11.1 As used herein, “Confidential Information” means any information that one Party (the “Disclosing Party”) provides to the other Party (the “Receiving Party”) in connection with the Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Service will be deemed Confidential Information of Global Ticket. However, Confidential Information will not include any information or materials that: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public other than as a result of a breach of the confidentiality terms of the Agreement; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party. Without limiting the foregoing, nothing in these Terms and Conditions will limit or restrict Global Tickets’ ability to use or disclose any general know-how, experience, concepts and/or ideas that Global Ticket or its personnel acquire or obtain in connection with the performance of Global Ticket’ s obligations hereunder.

11.2 The Receiving Party will maintain the Disclosing Party’s Confidential Information in strict confidence and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or enforce its rights under these Terms and Conditions. The Receiving Party will not disclose any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information and who are bound by written agreement with use and nondisclosure restrictions at least as protective as those set forth in these Terms and Conditions, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency, stock market or governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

11.3 Each Party's obligations with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years after termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under Applicable Law), such obligations will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under Applicable Law.

11.4 The Terms and Conditions of the Agreement will constitute Confidential Information of each Party, but may be disclosed on a confidential basis to a Party’s advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

11.5 Client hereby grants to Global Ticket the right and permission to use Client's name, trade mark(s) and company logo in marketing, sales, financial, and public relations materials, and other communications of Global Ticket to identify Client as a Client of Global Ticket. Subject to Global Tickets’ prior written approval, Global Ticket hereby grants to Client the express right to use Global Tickets’ name and logo solely to identify Global Ticket as a provider of the Service to Client. All goodwill and improved reputation generated by Client’s use of Global Tickets’ name and logo inure to the exclusive benefit of Global Ticket; and all goodwill and improved reputation generated by Global

Tickets' use of Client's name and logo inures to the exclusive benefit of Global Ticket. Other than as expressly stated herein, neither Party shall use the other Party's name(s), marks, logo's, URL's, or specifications without the prior written permission of the other Party.

12. Processing of Personal Data

12.1 Global Ticket may process Personal Data both as an independent Controller or as a Processor on behalf Client. Where Global Ticket is processing Personal Data on behalf of Client, the Data Processing Agreement ("DPA") shall apply. Where Global Ticket is processing Personal Data as a Controller this clause 12 shall apply. The DPA (Appendix 1) forms an integral part of these Terms and Conditions and the Agreement between Client and Global Ticket covering Client's use of the Service.

12.2 Where Global Ticket processes Personal Data relating to Client's relationship with Global Ticket, including the names and contact information of employees of Client or persons authorized by Client to access Client's account, or Personal Data required for customer due diligence, Global Ticket determines the goals and means of processing and Global Ticket qualifies as an independent Controller under Applicable Data Protection Laws. Such processing includes Personal Data processed for account and relationship management, marketing financial and billing data related to Client's use of the Services, customer support, credit checks, prevention of fraud and criminal activities, identification and 'know your customer' ('KYC') processes.

12.3 When processing Personal Data under clauses 12.2 above, Global Ticket shall comply with its obligations under Applicable (Data Protection) Laws.

12.4 Notwithstanding anything in this clause 12 and/or the DPA, Global Ticket has the right to collect, extract, compile, synthesize and analyze non-personally identifiable data or information resulting from Client's use or operation of the Service including, by way of example and without limitation, information relating to volumes, frequencies, or any other information regarding the use of the Service ("Service Data") or its Visitors generated using the Service. To the extent any Service Data is collected or generated by Global Ticket such data will be solely owned by Global Ticket and may be used by Global Ticket for any lawful, internal or external, business purpose without a duty of accounting to Client, provided that such data is used only in an aggregated and de-identified form.

12.5 Personal Data of (the employees of) Client is or may be collected by Global Ticket at the time of registration and/or during the performance of this Agreement and is processed by Global Ticket as Controller. This Personal Data is necessary for contract management and Client support. The Personal Data can also be used for statistical research and to contact Client for marketing activities of Global Ticket and its affiliates.

13. Intellectual property rights

13.1 Subject to the limited rights expressly granted hereunder, the Parties expressly reserve all rights, title and interest in and to the Parties Intellectual Property. No rights are granted by a Party to the other Party other than as expressly set forth in these Terms and Conditions.

14. Liability

14.1 Client acknowledges that access to the internet, telecommunication networks and other communication media is subject to uncertainties, including, but not limited to, availability of services, the reliability of transmission, authorizations, authenticity and data security. Global Ticket does not warrant that the Service is, or will be

completely error-free, bug-free or uninterrupted. Global Ticket shall not be liable for any stoppages, slowdowns, interruptions of the Service, performance problems or any other problems that are due to circumstances beyond its control. In the event of an error, bug or interruption, Global Ticket shall use its reasonable efforts to restore the Service in accordance with proper practices recognized in the industry.

14.2 The Service is provided on an “as is” basis. Global Ticket makes no warranties or representations to Client or any other party regarding the Services or any other services provided hereunder. To the maximum extent permitted by applicable law, Global Ticket hereby disclaims all warranties and representations, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose. Without limiting the foregoing, Global Ticket hereby disclaims any warranty that the use of the Services will be error-free, bug-free or uninterrupted.

14.3 Neither Party shall be liable to the other under the Agreement for any of the following: (i) loss of profits, revenues or sales; (ii) loss of bargain; (iii) loss of opportunity; (iv) the cost of substitute services or other economic loss, (v) loss of use of any service or any computer equipment; (vi) loss of time on the part of management or other staff; (vii) professional fees or expenses; (viii) business interruption (ix) damage to or loss of data; (x) loss of goodwill or reputation, or (xi) any indirect, special, incidental, exemplary, punitive or consequential damages of any type or kind arising under the Agreement, even if advised of the possibility of such damages, whether arising from any claim based on tort (including negligence), breach of contract or otherwise.

14.4 In no event shall the aggregate liability of Global Ticket arising out of or related to the Agreement exceed the total amount paid in Service Fees by Client in the six (6) months preceding the first incident out of which the liability arose, with a maximum of fifty thousand euro (€50.000) or equivalent in the local currency, for the total duration of the Agreement. In no event shall the total compensation by Global Ticket for any and all claims under the Agreement exceed fifty thousand euro (€ 50.000), or equivalent in the local currency.

14.5 To the maximum extent permitted by Applicable Law, the limitations on liability and exclusions specified in this clause 14 shall not apply in the event of death or personal injury caused by a Party’s willful misconduct or gross negligence.

15. Force Majeure

15.1 A Party is not bound to meet any obligation under the Agreement (except for the obligation to pay amounts due under the Agreement) if it is prevented from doing so as a consequence of force majeure. In the context of the Agreement the term 'force majeure' includes, but is not limited to, the following: government interventions, strikes, disease, pandemic, epidemic, acts of terrorism or threat thereof, interruption of operations, energy disruptions, interruptions in telecommunications facilities of third parties, as well as every other circumstance that a Party could not reasonably have avoided or prevented, which creates an obstacle to the normal performance of the Agreement.

15.2 If a Party is prevented from complying with its obligations due to force majeure, it shall make this known to the other Party within ten (10) Working Days following the day on which the situation of force majeure arose.

16. Duration and termination of the Agreement

16.1 The Agreement takes effect on the Effective Date and is entered into for an initial period of two years, unless otherwise agreed in the Agreement (the "Initial Term").

16.2 Following the Initial Term, the Agreement will automatically renew for additional periods of one (1) year (each, a “Renewal Term,” and together with the Initial Term, the “Term”), unless either Party terminates the Agreement in writing by giving three (3) months' notice to the other Party before the end of then-current Initial Term or Renewal Term.

16.3 Without prejudice to any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if: a. the other Party fails to pay any amount due under the Agreement when due for payment and remains in default not less than fourteen (14) days after being given written notice to make such payment; b. the other Party commits a material breach of any provision of the Agreement which breach is irreparable or (if such breach is remediable) fails to remedy such breach within a period of ten (10) Business Days after being given written notice to do so; c. if the other Party becomes the subject of a voluntary or involuntary bankruptcy petition or proceedings relating to insolvency, receivership, liquidation or composition in favour of creditors; d. if the Force Majeure Event referred to in clause 15 has lasted for more than twenty (20) Business Days; or e. in the event that such termination is required by applicable law.

16.4 Without prejudice to any other right or remedy available to it, Global Ticket may terminate this Agreement with immediate effect by written notice to Clientif there is a change in control over the Client or its (ultimate) holding company.

16.5 If at the time of such termination as referred to in clauses 16.3 and 16.4 Client has already received any performance in the execution of the Agreement, any amounts invoiced by Global Ticket before the termination in connection with that received performance shall remain fully due and shall become immediately payable upon termination.

16.6 Provisions which by their nature are intended to survive termination of the Agreement shall continue to apply after the end of the Agreement, including, but not limited to, the provisions of clauses 5 (Prices and payment; taxes), 7 (Chargebacks), 11 (Confidentiality) to 16 (Duration and termination of the Agreement), 18 (Applicable law & disputes) and 19 (Other provisions) of these Terms and Conditions.

17. Transfer of rights and obligations; subcontracting

The Agreement may not be assigned by either Party, in whole or in part, without the written consent of the other Party, such consent not to be withheld on unreasonable grounds; provided, however, that either Party may transfer the Agreement, without prior notice or consent, to its affiliates or to a third party that is the successor to all or substantially all of its business and assets relating to the subject matter of the Agreement, whether by merger, acquisition, sale of a majority of its equity, sale of substantially all of its assets or a similar transaction; or (ii) to a financial institution in the case of a transfer of receivables. Any prohibited transfer shall be null and void. Subject to the foregoing, the Agreement shall be binding on and inure to the benefit of the successors and permitted assigns.

18. Applicable law and disputes

18.1 The Agreement (and any matters arising from or related hereto), shall be governed by and construed in accordance with Dutch law.

18.2 Any disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the competent courts of Amsterdam (NL).

19. Miscellaneous provisions

19.1 The Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of the Agreement.

19.2 Failure to promptly enforce a provision of the Agreement will not be construed as a waiver of such provision. Nothing contained in the Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the Parties.

19.3 Neither Party is, by virtue of the Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other Party, or to bind such other Party in any manner. Nothing contained in the Agreement will be deemed to create any third party beneficiary right upon any third party whatsoever, except that Global Tickets' parent company and affiliates will be third-party beneficiaries of the provisions in the Agreement and such provisions will apply to such parent company and affiliates, including, but not limited to, those relating to intellectual property, indemnity, disclaimers, liability and waivers.

19.4 At Global Ticket's request, Client shall provide such information as Global Ticket reasonably considers necessary for the fulfilment of its reporting and reporting obligations of CM.com N.V. including the reporting obligations arising from the Corporate Sustainability Reporting Directive. Global Ticket is not obliged to demonstrate materiality. Client shall provide within twenty (20) Business Days the requested information or a detailed explanation of why the information is not available and when the information is expected to become available. Client shall, to the extent reasonably practicable, include similar provisions in agreements with third parties where it is reasonably expected that information from such third parties may be requested under this clause.

19.5 Each of the Parties acknowledges that it has had the opportunity to have the Agreement reviewed by independent legal counsel of its choice. If any one or more of the provisions of the Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

19.6 All notices required or permitted under the Agreement will be in writing and will make reference the Agreement. All notices to Global Ticket shall be sent to the address of the relevant Global Ticket entity, and all notices to Client will be sent to the address set forth in the relevant Agreement; or to such other address as may be specified by the relevant Party to the other Party in accordance with this clause 19.6. Such notices shall deemed be given: (i) when delivered personally; (ii) one (1) Working Day after deposit with a nationally recognized express courier, with written confirmation of receipt; or (iii) three (3) Working Days after having been sent by registered or certified mail, return receipt requested, postage prepaid.

19.7 Global Ticket is authorized to modify the Agreement and these Terms and Conditions at any time. Global Ticket will inform Client of any material modifications. If Client doesn't object in writing within a month from the date of sending the modification notification, the modifications to the Terms and Conditions shall be deemed to be accepted

by Client. If Client objects, the previous Terms and Conditions shall remain applicable. However, Global Ticket then alternatively has the right to terminate the Agreement with Client by giving one (1) month written notice.

Appendix 1 - Global Ticket - Data Processing Addendum (DPA)

This Data Processing Addendum ("Data Processing Addendum" or "DPA") forms an integral part of the Agreement between Client and Global Ticket relating to the use of the Services by Client and specifies the obligations of the Parties in relation to the Processing of Personal Data of which Client is the Controller.

1. Definitions and interpretation

1.1 Except where set forth otherwise, the following terms shall have the following meanings:

Data Protection Laws: the Data Protection Laws of the country in which Client is established and any Data Protection Laws applicable to Client and/or Global Ticket in connection with the Agreement.

Personal Data: any information relating to an identified or identifiable natural person ('Data Subject') that is Processed by Global Ticket in its role as Processor as part of providing the Service to Client under the Agreement. Processing/to Process: any operation or set of operations which is performed on Personal Data, whether or not by automatic means, including collecting, accessing, storing, using, combining, transferring, disclosing or deleting of Personal Data.

Technical and Organizational Measures: measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alternation, unauthorized disclosure or access and against all other unlawful forms of Processing.

Personal Data Breach: a breach of security leading to the accident or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

The expressions such as, 'Data Subject', 'Processor', 'Controller', 'data protection impact assessment', etc. shall have the meaning ascribed to them in the Data Protection Laws.

1.2 References in this DPA to the Data Protection Laws shall be replaced with or incorporate references to any laws replacing or amending those Data Protection Laws, and the equivalent terms defined in such laws, once in force and applicable.

1.3 Notwithstanding anything in this DPA, Global Ticket will have the right to collect, extract, compile, synthesize and analyze non-personal identifiable data or information resulting from Client's use or operation of the Services including, by way of example and without limitation, information relating to volumes, frequencies, bounce rates, or any other information regarding use of the Global Ticket System ("Service Data") that Client or its Visitors generate and send using the Services. To the extent any Service Data is collected or generated by Global Ticket such data will be solely owned by Global Ticket and may be used by Global Ticket for any lawful business purpose without a duty of accounting to Client, provided that such data is used only in an aggregated form, without directly identifying any person. For the avoidance of doubt, Part II of these terms and conditions will not apply to Service Data.

1.4 In case of any conflict, the provisions of this DPA concerning Processing of Personal Data shall take precedence over the other provisions of the Agreement. Where individual provisions of this DPA are invalid or unenforceable, the validity and enforceability of the other provisions shall not be affected.

2. Scope and Applicability

2.1 This DPA shall apply to the Personal Data processing activities, for which Global Ticket is a Processor subject to Applicable Data Protection Laws.

2.2 Global Ticket is a Processor for the processing activities described in clause 6 of this DPA.

3. Obligations of Client

3.1 Client shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws. For the avoidance of doubt, Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired Personal Data.

3.2 Client shall maintain accurate and complete records of the use of the Service under the Agreement during the term and as required under the Data Protection Laws. Upon reasonable written notice, Client shall provide information as requested and where required by Global Ticket and/or any regulator or other competent authority. Without limiting the generality of any other provision of the Agreement, prior to using the Service, Client shall obtain verifiable informed consent of the End Users or be able to provide confirmation of the lawful basis for Processing in accordance with applicable legislation and regulations, and shall maintain a record of each such consent and/or lawful basis.

4. Obligations of the Processor

4.1 Global Ticket shall Process Personal Data in accordance with this DPA and the Agreement, and for the purposes and in the manner specified by Client from time to time in the Agreement and further instructions within the scope of the Agreement.

4.2 In case Global Ticket is required to Process Personal Data under mandatory law as specified in this Part II or the Agreement, Global Ticket shall for those purposes be considered an independent controller. If Global Ticket is required to Process Personal Data under mandatory law Global Ticket shall inform Client hereof in writing before Processing unless the law prohibits providing such information.

4.2 Technical and Organizational Measures

4.2.1 Taking into account the state of the art, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Global Ticket shall implement appropriate Technical and Organizational Measures (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data) to ensure a level of security appropriate to the risk.

4.2.2 Global Ticket shall test, assess and evaluate the effectiveness of Technical and Organizational Measures for ensuring the security of the Processing on an ongoing basis. Global Ticket shall continuously enhance and improve Technical and Organizational Measures.

4.3 Personnel requirements

Global Ticket ensures that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.4 Confidentiality

Global Ticket agrees that it shall maintain the Personal Data in confidence. In particular, Global Ticket agrees that it shall not disclose any Personal Data supplied to Global Ticket by, for, or on behalf of Client to any third party without Client's prior written consent, except as foreseen and required for the performance of the Service under the Agreement or mandatory law.

4.5 Data Subject Rights

4.5.1 Where Client so instructs Global Ticket, Global Ticket shall transfer, correct, delete or block Personal Data if Client receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (“Data Subject Request”).

4.5.2 Global Ticket shall promptly notify Client if Global Ticket receives a Data Subject Request. Taking into account the nature of the Processing, Global Ticket shall assist Client, for the fulfilment of Client’s obligation to respond to a Data Subject Request under Data Protection Laws. Global Ticket shall assist Client in responding to such Data Subject Request, to the extent Global Ticket is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. To the extent legally permitted, Client shall be responsible for any costs arising from Global Tickets’ provision of such assistance.

4.6 Assistance with Client’s compliance

Global Ticket shall provide to Client further assistance reasonably required to ensure compliance with Client's obligations under Data Protection Laws, including with respect to: (a) data protection impact assessment, by providing such information and cooperation as Client may require for the purpose of assisting Client in carrying out a data protection impact assessment and periodic reviews to assess if the Processing of Personal Data is performed in compliance with the data protection impact assessment; (b) prior consultation with a data protection supervisory authority regarding high risk Processing.

4.7 Compliance, information and audit

4.7.1 Global Ticket has obtained the third-party certifications set forth in the Security & Compliance section on the website of Global Ticket, which provides information on Technical and Organizational Measures and data security. Upon Client’s written request, and subject to the confidentiality obligations set forth in the Agreement, Processor shall make available to Client, that is not a competitor of Global Ticket (or Client’s independent, third-party auditor that is not a competitor of Global Ticket) a copy of Global Tickets’ then most recent third-party certifications and information regarding the IT architecture and security, as applicable and reasonably requested.

4.7.2 Client has the right to appoint an accredited external expert at most once per year to audit the procedures regarding the data Processing for Client. Global Ticket will cooperate with such audit upon a reasonable prior written notice of no less than ten working days. Client shall reimburse Global Ticket for any time expended by Global Ticket for any such audit at Global Tickets' then-current professional services rates, which shall be made available to Client upon request. Before the commencement of any such audit, the Parties shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Client shall be responsible.

4.7.3 Global Ticket is entitled to request that the external expert signs a confidentiality declaration in favor of Global Ticket. The confidentiality declaration shall contain the terms and conditions that are usual for this type of declaration. Any report or statement provided by the external expert shall be made available to Global Ticket. Client shall ensure that the audit hinders Global Ticket 's operations as little as possible.

4.8 Records Global Ticket shall maintain complete, accurate and up to date records of Processing activities carried out on behalf of its Clients.

4.9 Affiliates and Sub-processors

4.9.1 Some or all of Global Tickets' obligations under the Agreement may be performed by Affiliates of Global Ticket. Global Ticket and its Affiliates have entered into intra-company arrangements, under which its Affiliates Processing Personal Data adopt safeguards consistent with those of Global Ticket. Global Ticket is responsible for compliance of its Affiliates' with this Agreement.

4.9.2 Client acknowledges and agrees that (a) Global Tickets' Affiliates may be retained as sub- processors; and (b) Global Ticket and Global Tickets' Affiliates respectively may engage third-party sub- processors in connection with the provision of the Services, provided always that Global Ticket or a Global Ticket Affiliate has entered into a written agreement with each sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Service provided by such sub-processor. The sub-processors in place at the outset of this Agreement are Google Ireland Ltd. (CLoud hosting) Adyen NV and CM Payments B.V. (payment services). If Global Ticket wishes to appoint a new sub-processor, is shall notify Client in writing. If Client objects, on reasonable grounds related to data protection, to the appointment of a new sub-processor within 30 days of this notification and Global Ticket nevertheless elects to use such sub-processor to deliver the Services, Client may terminate the Agreement by providing written notice to Global Ticket.

4.9.3 Global Ticket shall be responsible for each of its sub-processors to the same extent Global Ticket would be responsible if performing the services of each sub-processor directly under the terms of the Agreement.

4.10 Breach Notification

In respect of a Personal Data Breach, Global Ticket shall:

(a) notify Client of a Personal Data Breach involving Global Ticket or a sub-contractor without undue delay (but in no event later than forty-eight hours after becoming aware of the Personal Data Breach).

(b) provide reasonable cooperation and assistance to Client in relation to any action to be taken in response to a Personal Data Breach, including regarding any communication of the Personal Data Breach to the Data Subject and

data protection authorities. Global Ticket will promptly investigate a Personal Data Breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, Global Ticket will provide Client with a description of the Personal Data Breach, the type of data that was the subject of the Personal Data Breach, and other information Client may reasonably request. The Parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected Data Subjects and/or the relevant data protection authorities.

5. Cross Border Data Transfer

5.1 To the extent that the engagement of a Sub-processor under art. 4.9 requires a cross border transfer mechanism under Applicable Data Protection Laws to lawfully transfer personal data from a jurisdiction (i.e., the European Economic Area, the United Kingdom or any other relevant jurisdiction) to a third party located outside of that jurisdiction the following terms shall apply. Client authorizes Global Ticket to transfer Personal Data outside the jurisdiction in which Global Ticket is located and the Personal Data was first received, provided that Global Ticket shall ensure that such transfers will be executed in accordance with this DPA and a lawful data transfer mechanism that provides an adequate level of protection under Applicable Data Protection Laws.

6. Storage, retention and deletion of Personal Data

Global Ticket shall Process and retain data, including Personal Data, in accordance with Client's instructions. The Personal Data shall be retained during the Term for providing the Services under the Agreement. Global Ticket shall upon prior written request return or delete, at Client's option, any remaining Personal Data upon termination of this Agreement.

7. Description of Processing

7.1 Nature and Purpose of Processing

7.1.1 Global Ticket will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Agreement, and as further instructed by Client in its use of the Services.

7.2 Duration of Processing

7.2.1 Global Ticket will process Personal Data for the duration of the Agreement and in accordance with clause 6 of this DPA.

7.3 Categories of Data Subjects

7.3.1 Client may submit data to Global Ticket when using the Service, the content of which shall be determined and controlled by Client in its sole discretion, and which may include, but is not limited to, Personal Data relating to the categories of Data Subjects set out in Annex 1.

7.4 Personal Data

7.4.1 Client may submit or store Personal Data on the Ticket System at its discretion, to the extent determined and controlled by Client, which may include, but are is limited to, the categories of Personal Data set out in Annex 1.

Annex 1 Description of Data Subjects and categories of Personal Data

Data Subjects:

- Visitors

Categories of personal data:

Name

- Email address
- Information provided by Visitors or collected by Client relating to the Visitors, such as: first and last name, date of birth, address, customer number or customer reference.
- Contact details, such as email address and telephone number;
- Order details, such as order history.