



General Terms and Conditions for DAIMANI's Event Partners

DAIMANI AG, a limited company registered in Zurich ("DAIMANI") offers the very first independent platform dedicated to selling VIP Hospitality Experiences for sports, culture and music events to B2B and B2C customers. The Event Partner organizes one or more events for which he sells VIP Hospitality Packages.

The following Terms and Conditions for Event Partners form part of the Event Partner Agreement which DAIMANI concluded with the Event Partner.

DAIMANI Platform

DAIMANI operates and uses a sales platform for the sales of VIP Hospitality Packages (the "DAIMANI platform"). DAIMANI reserves the right to adjust or to perform maintenance services on the platform from time to time. Interruptions of the DAIMANI platform do not entitle the Event Partner to reduce the commission and, if applicable, other fees, costs and compensation agreed in the Event Partner Agreement. DAIMANI shall, if possible, notify the Event Partner of such interruptions in advance.

DAIMANI will use its best endeavours to keep the DAIMANI platform available at all times. However, DAIMANI cannot guarantee the flawlessness of the DAIMANI platform and cannot be held liable for any loss of revenue thereof, if there is longer term of down time.

Event Data and Intellectual Property Rights

The Event Partner shall provide DAIMANI with all relevant data regarding the event by filling out the complete event registration form at least 10 days prior to the VIP Hospitality Packages sales start date. The relevant data includes (but is not limited to) VIP Hospitality Packages content, pricing, web-URL's, sales start date, possible discounts, date and place of the event, opening hours, access maps and parking facilities, general terms and conditions of the Event Partner as well as pictures, videos and other media for the promotion of the event etc.). DAIMANI collects and administers the data provided by the Event Partner and displays the data on the DAIMANI platform.

The Event Partner is further requested to submit to DAIMANI all data necessary for the correct invoicing and accounting of the sales of the VIP Hospitality Services (in particular, but not limited to data regarding VAT or other tax regulations). In addition, the Event Partner must inform DAIMANI what part of the Customer Data collected by DAIMANI he wishes to receive from DAIMANI (cf. the data protection section in the Event Partner Agreement).

The Event Partner is responsible for the correctness of all data provided to DAIMANI.

DAIMANI uses the Event Partner's trademarks, trade names or any other symbols, videos, pictures and other media provided by the Event Partner for the only purpose of identifying and advertising the VIP Hospitality Packages within the scope of the Event Partner Agreement. The Event Partner grants DAIMANI the right to use its trademarks, trade names or any other symbols and pictures for the marketing and sale of VIP Hospitality Packages free of charge.

The Event Partner warrants that its trademarks, trade names or any other symbols and/or pictures, videos or other data transmitted to DAIMANI are free of the rights of third parties. The Event Partner shall indemnify and hold



harmless DAIMANI from and against any claim or demand, including reasonable costs and attorney's fees, which may be due to any third party arising out of the use of the data transmitted to DAIMANI by the Event Partner and the Event Partner's trademarks, trade names, symbols, pictures and all other industrial and Intellectual Property Rights of/or used by the Event Partner.

After termination of this Agreement, the parties shall no longer be entitled to use the intellectual property rights and the acquired know-how of the other party. Upon termination of the Agreement, they undertake to return to the other party all documents and data carriers received from the other party or to destroy them after consultation with the other party.

Taxes

The Event Partner acknowledges that, depending on the country, different taxes (in particular, but not limited to VAT) and statutory provisions apply. DAIMANI issues the invoices in the name and on behalf of the Event Partner to the Customers based on the data received by the Event Partner. The Event Partner is responsible for the correctness of the data provided to DAIMANI. Possible changes in the area of value added tax which lead to additional costs and levies in connection with events (such as subsequent invoicing) shall be borne in full by the Event Partner.

The Event Partner is responsible for the settlement of taxes etc. with the competent authorities (tax authorities, intellectual property authorities etc.) with the exception of events that take place at places where DAIMANI is required by law to pay the taxes on tickets directly to the competent authorities (e.g. split-payments). If DAIMANI pays such claims from offices and authorities, the Event Partner will reimburse DAIMANI the full amount of these expenses. The Event Partner shall inform DAIMANI if DAIMANI is requested to pay taxes directly to authorities.

For persons resident abroad (artists such as stage, film, radio or television artists, musicians, artists, sportsmen, speakers, etc.) who are subject to withholding tax, DAIMANI is also generally authorised to charge the corresponding withholding tax until the organizer has provided proof that these withholding tax amounts have been paid.

Rescheduling and Cancellation of Events

In the event of postponement or cancellation of an event, the Event Partner must immediately inform the VIP Hospitality Packages purchasers and DAIMANI in writing (e-mail to the following e-mail address contact@daimani.com). The Event Partner is solely responsible for the information of the Customers. The Event Partner is solely responsible for the organisation of rescheduling or cancellation of events according to its own terms and conditions. DAIMANI has no obligations in case of rescheduling or cancellation of events and assumes no liability. In case the Parties agree on services of DAIMANI in case of rescheduling or cancellation of events, the terms and conditions thereof shall be concluded in a separate agreement.

The Event Partner must inform DAIMANI of any notification of over-indebtedness or the opening of bankruptcy proceedings without delay. If an event is cancelled due to bankruptcy proceedings, DAIMANI has the right to immediately interrupt the sales of VIP Hospitality Packages for all events of the Event Partner. The return or refund of VIP Hospitality Packages via DAIMANI is explicitly excluded. The Event Partner must inform the Customers accordingly. DAIMANI is entitled to withhold any payments received from Customers until charge-backs of credit card institutes are no longer possible. The pay-out of the remaining Customer payments are paid



exclusively to the responsible bankruptcy office or liquidator. DAIMANI reserves the right to set off any outstanding claims against the Event Partner.

Exclusion from Sales

DAIMANI reserves the right, at any time and at its own discretion, to exclude or suspend the sales of VIP Hospitality Packages for politically and ideologically sensitive, indecent or public safety or health-endangering events as well as events at which there are reasonable grounds to suspect plagiarism and/or inferior artistic quality. DAIMANI does not assume liability for such exclusions and/or suspensions of VIP Hospitality Packages sales.

Amendments of this General Terms and Conditions

DAIMANI reserves the right to amend these General Terms and Conditions from time to time. The Event Partner shall receive copy of the adjusted or amended General Terms and Conditions by e-mail. Adjusted or amended General Terms and Conditions shall be validly accepted by the Event Partner if the Event Partner does not notify DAIMANI within 30 days from the delivery that he refuses to accept the adjusted or amended General Terms and Conditions.

DAIMANI General Terms and Conditions for Event Partners, v. 2.0 (01 June 2019)