
SUPPLIER TERMS AND CONDITIONS

1. Introduction

- 1.1. **Who we are.** We are **Tiqets International B.V.**, a private company with limited liability, organized under the laws of The Netherlands, incorporated and with registered address in Amsterdam, The Netherlands at James Wattstraat 77-P, 1097DL, trading under the name “Tiqets” (“**Tiqets**”, “**we**”, “**our**”, “**us**”). We are registered with the Chamber of Commerce under number 59620285.
- 1.2. **What we do.** We operate and are responsible for the platform which includes the www.tiqets.com website, sub-websites, related websites, and iOS, Android and other applications (the “**Tiqets Platform**”). The Tiqets Platform is an online marketplace via which suppliers can promote and offer among others their museums, cultural landmarks, attractions, tours, activities, facilities, and other experiences focussing on both international and domestic visitors (the “**Supplier**”, “**you**”). We help visitors of the Tiqets Platform discover and embrace experiences by facilitating exposure to the products and services of such Suppliers (the “**Experience**”), including but not limited to admission tickets related to the Supplier’s products or services (the “**Tickets**”).
- 1.3. **How we do it: Tiqets as intermediary.** We facilitate a direct agreement between the customer and the Supplier via the Tiqets Platform and collect payments from the customer via our payment service providers on behalf and for the account of the Supplier. The contractual relationship between Tiqets and the customer is therefore limited to the correct referral and fulfilment of the customer’s confirmation of the order intended for the Supplier with whom the customer would like to enter into an agreement (the “**Order**”). This includes the transfer of data we receive via our sub-agents and other business partners. Tiqets is not an organiser or retailer of travel packages under Directive (EU) 2015/2302.

2. Registration on the Tiqets Platform

- 2.1. **The Agreement.** This version of the terms and conditions, the materials submitted by the Supplier to and accepted by Tiqets and any additional agreements between the Supplier and Tiqets form the agreement (the “**Agreement**”) and govern the relationship between Tiqets and the Supplier (the “**Parties**”) for the Appointment (as defined below).
- 2.2. **Registration by the Supplier.** By filling out and submitting Tiqets’ supplier onboarding documentation and accepting these terms and conditions, the Supplier agrees with the rights and obligations contained in these terms and conditions and represents and warrants that the registration is done in a correct, accurate and truthful manner and that person registering the Supplier at the Tiqets Platform is duly authorized and empowered to do so on behalf of the Supplier.

3. What you can expect from us

- 3.1. **The Appointment.** Supplier authorizes Tiqets to act as its intermediary and non-exclusive distribution and marketing partner to provide customers access to Supplier’s products during the term of the Supplier’s registration on the Tiqets Platform (the “**Appointment**”).
- 3.2. **The Tiqets Sales Channels.** Under the Appointment, Tiqets will, to the extent approved by the Supplier, market and distribute Tickets through the Tiqets website, Tiqets iOS and Android mobile apps, WeChat, the Tiqets booking fulfillment engine solution implemented on the Supplier’s website (the “**Booking Engine**”), Tiqets’ partnership network (as included on the Tiqets website, including Reserve with Google (“**RwG**”), customer CRM tooling, pay-per-click advertisements and any other sales channels available via Tiqets (the “**Tiqets Sales Channels**”).
- 3.3. **Maintenance of Tiqets Sales Channels.** The Tiqets Sales Channels may be subject to maintenance or operational changes, the content and timing of which are at Tiqets’ sole discretion. Tiqets commits to at all times act reasonably and take Supplier’s legitimate business interests into account, which includes timely advance notice of any material scheduled maintenance. Tiqets may provide Suppliers with technical support relating to the general functioning and implementation of the Tiqets Sales Channels (if applicable).
- 3.4. **Product information.** Tiqets will implement the information provided by the Supplier regarding the Experience. This information is included if required by the customer for a well-informed decision for placing an Order.
- 3.5. **Tickets.** Upon the fulfillment of an Order of a Customer via one of the Tiqets Sales Channels, the Customers will receive an automatically generated document with a barcode and/or other reference number confirming the booking, which will allow the customer to enter the Experience.
- 3.6. **Tiqets ScanApp.** Tiqets will provide the Supplier with access to a mobile ticket verification application that enables the Supplier to check the authenticity of any Ticket presented by a Customer (the Tiqets ScanApp).

- 3.7. **Customer support.** Although the Supplier is ultimately responsible for customer questions, complaints, refunds and support relating to the Experience, Tiqets may offer such services to customers on behalf of the Supplier, in coordination with the Supplier, and with Tiqets and the Supplier at all times taking the customer's legitimate interests into account. For more information, please visit the Tiqets [Support page](#).
- 3.8. **Supplier's products.** Tiqets does not assume any responsibility or liability for the products or services offered by the Supplier related to the Experience under the Agreement. Also see clause 3.10 of the [Tiqets General Terms and Conditions](#).
- 4. What we expect from you**
- 4.1. **Correct, accurate and up-to-date information.** The Supplier ensures that the customer can have access via the Tiqets Sales Channels to correct, accurate and at all times up-to-date product information relating to an Experience. The Supplier provides Tiqets with this information as soon as may reasonably be required. Such information may include the customer to be present at a certain point at a certain time, wear a certain outfit, abide by certain hygienical standards, to ensure appropriate insurance coverage (which is not included in the Agreement) or bring their ID. Also see clause 5.9 of the [Tiqets customer terms and conditions](#).
- 4.2. **Pricing information.** Supplier will provide Tiqets with all necessary pricing information, including but not limited to applicable taxes, discounts and additional fees regarding the Experience to Tiqets in order to facilitate a well-informed purchase by a customer. Tiqets will have up to four (4) weeks to implement any modification by the Supplier related to Ticket pricing. As Tiqets is the Supplier's intermediary, the Supplier may at all times impose restrictions in relation to the sale price of Tickets to customers, Tiqets will implement such restrictions as soon as reasonably possible.
- 4.3. **Compliance with laws and regulations.** The Supplier ensures that the information provided to Tiqets and the Experience comply with all applicable laws and regulations. The Supplier acknowledges that Tiqets may reasonably require evidence of such compliance and the Supplier will cooperate with any requests from Tiqets, customers or third parties related thereto. The Supplier is responsible for providing Tiqets with the correct tax rates associated with the sale of Tickets via the Tiqets Platform.
- 4.4. **The agreement between the Supplier and the customer.** The Supplier's general terms and conditions apply to its agreement with the customer. To this end, the terms and conditions of the Supplier must be available for review and approval by the customer when the customer places an Order (also refer to the Tiqets customer terms and conditions).
- 4.5. **Discounts.** Tiqets is entitled to give a generic Tiqets Platform-wide discount to its customers at Tiqets' own cost. Tiqets may match Supplier's or other parties' discounts or promotional prices of Tickets without affecting the Tiqets Fee solely to prevent Tiqets incurring unreasonable marketing costs.
- 4.6. **Insurances.** Supplier will procure and maintain a comprehensive general liability insurance and any other insurances that may reasonably be required based on and with coverage limits consistent with industry standard or applicable local laws or regulations. The Supplier will cooperate with requests from Tiqets to show proof of adequate insurance coverage. The Supplier holds Tiqets harmless and indemnifies Tiqets against any damages incurred as a direct or indirect result of the Supplier's aforementioned insurances not meeting the requirements included in this clause.
- 4.7. **Changes to customer visit.** Tiqets may facilitate any reasonable requests from customers after the customer's Order has been fulfilled to the extent such requests can be facilitated by the reservation systems of Supplier without incurring additional costs.
- 4.8. **Compliance with this section.** Supplier will hold Tiqets harmless against any claims from customers, local authorities or other third parties against any damages resulting from a violation of this section 4.
- 5. Good name, reputation and faith**
- 5.1. **Good name and reputation.** The Parties undertake to refrain from negative or otherwise harmful representations about the other Party's products, operations, suppliers, partners or other elements or parties related to the other Party's business.
- 5.2. **Good faith.** Each Party undertakes to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.
- 6. Cancellations and rescheduling**
- 6.1. **Relationship between Supplier and customer.** The customer must be informed about possibilities to cancel or reschedule an Order via the Tiqets Platform. Whether this is possible ultimately depends on the agreement between the Supplier and the customer.
- 6.2. **Changes at the request of the customer.** Tiqets may, on behalf of the customer, request the Supplier to reschedule or cancel an Order or a Ticket. Unless agreed otherwise between the Supplier and the customer as included on the Tiqets Platform, the Supplier will facilitate such requests without additional costs for the customer or for Tiqets by means of a full refund to the customer. At the sole discretion of the Supplier, customer requests for rescheduling or cancellation may not be facilitated by the Supplier if the designated day and time slot of the Ticket has lapsed.
- 6.3. **Changes by the Supplier.** If the Supplier cancels a Ticket or Order, unless otherwise agreed between the Supplier and the customer, the Supplier will offer a full refund of the Ticket or Order to the customer

or take other measures to the customer's reasonable satisfaction. The Supplier may execute a rescheduling of a specific Order or Ticket only if the customer explicitly agrees to such rescheduling. In case of a Force Majeure Event (as defined below), the Supplier is required to cancel the Order or Ticket and offer a full refund. Local rules and regulations may dictate that the Supplier is also allowed to offer its customers admission vouchers instead of a full refund in case of a Force Majeure Event.

7. Fees and Settlement

- 7.1. **The Fee.** For the facilitation of a direct agreement between the Supplier and the customer, Tiqets receives a commission, discount, net rate, or equivalent (the "**Fee**"). The amount of this Fee is negotiated between the Supplier and Tiqets and is calculated based on the sale price of a Ticket as charged by Tiqets to the customer on behalf of the Supplier. Any separate rates sheets will form part of this Agreement. The Fee is due for each Ticket that has been sold to a customer via Tiqets and has been scanned or otherwise redeemed by the Supplier. A different Fee may apply for the use of different Tiqets Sales Channels, as is separately agreed between the Supplier and Tiqets.
- 7.2. **Applicable taxes.** The amount of the Fee concerns a net fee (exclusive of any statutory value added taxes). Any taxes and other expenses that are to be paid (withheld or otherwise) by the Supplier regarding the Fee will not be compensated separately and are for the risk of the Supplier.
- 7.3. **Settlement.** On a monthly basis, Tiqets will issue an invoice for the Fee and pay to the Supplier an amount equal to the total transaction value of Tickets netted against (i) the Fee, (ii) any applicable taxes, (iii) reimbursements for cancellations or refunds provided to customers under this Agreement and (iv) any other amounts owed by the Supplier to Tiqets.
- 7.4. **Transfer of funds.** Tiqets will make each payment by electronic bank transfer within twenty-one (21) business days after the end of the month in which the Tickets were sold. In order to avoid incurring unreasonable pay-out costs in relation to the outstanding funds owed by Tiqets to the Supplier, Tiqets reserves the right in any given month to withhold payment of these funds until the aggregate amount meets or exceeds EUR 100 (or equivalent). If applicable, Tiqets and the Supplier will share the costs of each transfer of funds.
- 7.5. **Discounts allowed by the Supplier.** In case the Supplier or other parties apply discounts or promotional prices of Tickets, Tiqets may apply the same discount or promotional prices to such Tickets to ensure a level playing field by avoiding incurring unreasonable marketing costs. The calculation of the Fee will not be affected by the application of such discounts or promotional prices by Tiqets.

8. Term and termination

- 8.1. **Term and termination.** This Agreement is entered into on the date the Supplier accepts these terms and conditions for an indefinite period of time and may be terminated by each Party without cause by providing the other Party with 30 days written notice.
- 8.2. **Financial sustainability.** If a Party has applied for a suspension of payments, is declared bankrupt, or is dissolved or if this Party fails to perform any material obligation under this Agreement and does not take steps to remedy such failure within the reasonable time included in a written notice to do so, the other Party may terminate the Agreement with immediate effect by providing a notice to this effect.
- 8.3. **Restriction of access to the Tiqets Platform.** Tiqets may, at its sole discretion, restrict the Supplier's access to and use of the Tiqets Platform and customers' access to Tickets in case the Supplier does not comply with the Agreement or otherwise acts against the legitimate interests of Tiqets' customers, partners or other suppliers, at all times taking the legitimate interests of the Supplier into account.
- 8.4. **Survival after termination.** Upon termination of this Agreement or if this Agreement is not renewed for whatever reason, the Agreement is absolutely and entirely terminated and will cease to have effect, without prejudice to a Party's rights and remedies in respect of an indemnification or a breach by the other Party of the Agreement. Furthermore, the Parties agree that the following clauses continue for an indefinite period of time and survive the Agreement including any termination thereof: clause 9 (intellectual property), clause 10 (confidential information), clause 13.2 (partial invalid agreement), clause 14 (applicable law and jurisdiction), and any other clauses that explicitly include a survival of such clause after termination of the agreement.

9. Intellectual property

- 9.1. **Ownership.** The Parties explicitly reserve their rights as owner or licensee of intellectual property, now and in the future, against the other Party and against any third party, warranted by a law, a contract or otherwise. This includes the ownership of Tiqets' sales channels including but not limited to the Booking Engine.
- 9.2. **License of use.** Supplier agrees to grant Tiqets a non-exclusive and free of charge license to use, display, modify, sublicense the Supplier's name and brand logo and content provided by the Supplier for the term of this Agreement on the conditions that (i) such use is required for the successful execution of this Agreement and (ii) such use respects the style of the name and brand logo of the Supplier. The Supplier is granted a non-exclusive, non-transferable right of use during the term of the Agreement to use the Tiqets Sales Channels.

- 9.3. **Rights and licenses.** Supplier warrants to Tiqets that it holds any and all license rights to the Supplier's name and brand logo and any content (including images, text, audio and video) provided to Tiqets.
- 10. Confidential information**
- 10.1. **Definition.** The Parties acknowledge that under this agreement each Party may have access or be directly or indirectly exposed to confidential information of the other party, including but not limited to financial information, proprietary information, competitively sensitive and otherwise commercially sensitive information, as well as trade secrets, know-how, source code, design documents, present and future technology, product development plans, price lists, marketing and any other information, irrespective whether the information is disclosed orally, in writing, electronically (data) or in any other form that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential ("**Confidential Information**"). Confidential Information includes the contents of the Agreement or the collaboration between the Parties (to the extent such is not apparent from public sources).
- 10.2. **Ownership.** The Parties agree that the ownership of Confidential Information remains with the Party that disclosed Confidential Information and that all Confidential Information and copies thereof must be immediately returned or destroyed upon written request of the Party that disclosed the Confidential Information.
- 10.3. **Protection.** The Parties agree to keep Confidential Information in the strictest confidence, to use it only for the purposes stipulated in this Agreement and to safeguard the Confidential Information with the same degree of care as is used by either Party to protect its own confidential information, but in no event less than reasonable care. This obligation extends to the Parties, their employees, officers, representatives and any third parties contracted or otherwise engaged by either Party.
- 11. Personal data protection**
- 11.1. **Definitions.** For the purposes of this clause, "Data Protection Legislation" means the applicable data protection laws and regulations, expressly including when applicable the General Data Protection Regulation ("GDPR") and any other applicable privacy laws in place during the term of this Agreement. "Personal Data", "Data Subject", "process" or "processing" have the meaning set out in the Data Protection Legislation.
- 11.2. **Independent controllers.** The Supplier and Tiqets are each an independent controller of all Personal Data in their possession, and will each individually determine the purposes and means of its processing of Personal Data and commit to protect Personal Data from unauthorized processing, use, release or publication.
- 11.3. **Bookings on Tiqets Platform.** Orders placed by customers via Tiqets' Sales Channels constitute a customer relationship with Tiqets, with Tiqets having access to its customers for booking fulfillment, customer support and marketing communications.
- 11.4. **International transfers of Personal Data.** The Parties do not contemplate the transfer of Personal Data from Tiqets to the Supplier. In the event such a transfer is required, Tiqets will provide Personal Data to the Supplier only if and to the extent requested by the Supplier in writing. The Parties will implement appropriate safeguards in compliance with Data Protection Legislation for each transfer of Personal Data and warrant to the other Party that it has a lawful basis for any Personal Data from Data Subjects provided to the other Party. In case the Supplier requires customer names or other types of personal information for guest list purposes and the Supplier is based outside the EU or EEA without a European Commission adequacy decision in place, by accepting these terms and conditions the Parties explicitly agree on the [Standard Contractual Clauses](#) (as published by the European Commission) required to safeguard the protection of this personal data, which are incorporated in the Agreement by reference.
- 12. Other terms and conditions**
- 12.1. **Compliance with laws and regulations.** Under this Agreement, each Party commits to ensure overall compliance with applicable laws and regulations, including but not limited to Data Protection Legislation and consumer-, competition- and anti-bribery laws and regulations.
- 12.2. **Limitation of liability.** Neither Party can be held liable by the other Party for indirect or consequential damages or for damages that result from an event beyond the reasonable control of the Party. Tiqets cannot be held accountable for any damages, direct or indirect, caused by the Supplier not adhering to or implementing Tiqets' reasonable instructions. In any event, the damages payable by any Party to the other Party under this clause are limited to the Fees over the three calendar months preceding the damage-incurring event.
- 12.3. **Force Majeure Event.** If either Party to this Agreement is prevented from performing any of its duties and obligations in a timely manner for any reason beyond its reasonable control (a "Force Majeure Event"), this Party will be excused from performance of any such duty or obligation for the period during which such condition exists. Either Party is obligated to notify the other Party of such a Force Majeure Event as soon as reasonably possible.

- 12.4. **Labor standards.** Supplier represents and warrants to Tiqets that the Supplier, its affiliated companies and its suppliers comply with applicable labor and employment rights as codified in the International Labor Organization's labor law standards that, among others, prohibit any form of child labor, forced labor or other exploitation of any kind.
- 12.5. **Transfer of Agreement.** Neither of the Parties is entitled to transfer or assign its rights and/or obligations under this Agreement to third parties unless prior express written consent from the other Party is acquired, with as exception that Tiqets is authorized to transfer the Agreement and the terms and conditions included therein at any time to a third party that gains decisive control over Tiqets' business operations to which the Agreement is subject.
- 13. This Agreement**
- 13.1. **Whole and prevailing Agreement.** This Agreement, including any schedules and any other special terms or variations thereof, include all relevant terms and conditions between the Parties, represent the overall subject matter as agreed between the Parties and replaces all prior agreements, arrangements, offers or other forms of commitment capable of carrying any legal force between the Parties. This Agreement prevails over any of the Supplier's terms and conditions in case of any conflict or inconsistencies unless explicitly agreed otherwise between the Parties in writing.
- 13.2. **Partial invalidity or non-binding clauses.** In case any part of the Agreement is or becomes invalid or non-binding, the Parties agree that all other parts of the Agreement remain valid. If any provision of the Agreement is found to be invalid or non-binding or if the Agreement does not address a legal requirement, the Parties agree that the Agreement will be amended such that it is in accordance with applicable law, with due observance of the intended meaning and consequences of the Agreement.
- 13.3. **Amendments.** Tiqets reserves the right to amend these terms and conditions at any time. The Supplier will be notified of such changes and will be offered a period of 15 calendar days after receipt of the notification to unilaterally terminate this Agreement with immediate effect. The amended terms and conditions enter into effect after this period has lapsed and the Agreement has not been terminated by the Supplier. Special terms, variations, amendments and/or additions to this Agreement will only have effect if agreed upon in writing between Parties.
- 13.4. **Notices.** Any notices in relation to this Agreement should be sent to suppliers@tiqets.com.
- 14. Law**
- 14.1. This Agreement is governed by the laws of The Netherlands.
- 14.2. Any disputes that may arise in connection with this Agreement or any agreement that might result therefrom and that cannot be solved amicably, shall be resolved exclusively by the competent courts situated in Amsterdam.

Amsterdam, 12 August 2020