

Agreement No. 23/2025-BG

RESELLER AGREEMENT FOR THE SALE OF TICKETS AND PACKAGES

(Accommodation + Transfer)

for the event “Tomorrowland Thailand 2026”

Place of signing: Sena Nikhom, Chatuchak, Bangkok 10900

Date of signing: “23” December 2025

Effective date: “20” January 2026

WEAREONE.world bv, a company incorporated in Belgium (address: Kattendijkdok-Westkaai 12, 2000 Antwerp, Belgium, CBE No.: 0867.239.782), hereinafter referred to as the “Principal”,

and

RS Public Company Limited, a company incorporated in Thailand (address: 27 RS Group Bldg., Tower A, 8th Floor, Prasert-Manukitch Rd., Sena Nikhom, Chatuchak, Bangkok 10900, Thailand, Reg. No. 0107546000016), hereinafter referred to as the “Reseller”,

collectively referred to as the “Parties”, have entered into this Agreement as follows.

SECTION 1. DEFINITIONS

- 1.1.** Event — the music festival “Tomorrowland Thailand 2026”.
- 1.2.** Products — everything that the Principal has authorised the Reseller to sell: tickets to the Event of all categories; packages (hotel accommodation + transfer); additional services agreed in writing by the Parties.
- 1.3.** Territory — Europe, Asia, and Russia (only where sales are permitted by law).
- 1.4.** Reseller’s Website — <https://rutomorrow.land/>
- 1.5.** Customer — any individual who purchases Products through the Reseller’s Website or another agreed channel.
- 1.6.** Order — a purchase of a Product by a Customer, paid to the Reseller within the Territory.
- 1.7.** Principal’s API — a dedicated computer system (application programming interface) through which the Reseller requests and receives tickets, vouchers, and confirmations.
- 1.8.** Ticket Documents — tickets, vouchers, and confirmations that the Reseller delivers to the Customer upon payment.

SECTION 2. RESELLER AUTHORISATION

- 2.1.** The Principal authorises the Reseller to sell Products within the Territory of Europe and Asia. This authorisation is non-exclusive — the Principal may grant the same authorisation to other companies.
- 2.2.** The Reseller is not the organiser of the Event and has no right to represent itself as the organiser. The Reseller may not provide Customers with additional warranties beyond those set out in the Principal’s official terms.

SECTION 3. OPERATIONAL PROCEDURE

- 3.1.** The Customer visits the Reseller's Website, selects a Product, and pays the Reseller.
- 3.2.** The Reseller receives the funds and requests the issuance of Ticket Documents via the Principal's API.
- 3.3.** The Reseller sends the Ticket Documents to the Customer by email or through the personal account on the website.
- 3.4.** The Reseller is responsible for the accuracy of data entered into the API (Customer's name, email, Order parameters) and for the security of its access to the API.
- 3.5.** The Principal is responsible for ensuring that the API operates correctly and issues valid Ticket Documents in response to proper requests.
- 3.6.** API uptime guarantee (SLA): The Principal warrants that the API will be available for at least 99.5% of the time in each calendar month. The Principal shall notify the Reseller of scheduled maintenance at least 48 hours in advance. If the API is continuously unavailable for more than 24 hours, the Reseller may defer settlements with the Principal until the issue is resolved.

SECTION 4. RESELLER OBLIGATIONS

- 4.1.** To advertise the Products honestly and accurately within the Territory — without exaggeration or concealment of terms.
- 4.2.** To accept Customer payments by the methods specified in Schedule 3.
- 4.3.** To comply with all applicable laws in each country where sales are conducted: the Russian Consumer Protection Law, the requirements of Federal Law No. 54-FZ (online cash registers and fiscal receipts in Russia), Federal Law No. 152-FZ on personal data (data of Russian citizens shall be stored on servers located in Russia), as well as local laws on advertising, taxation, and e-commerce.
- 4.4.** To display the following notice (disclaimer) on the Reseller's Website and on the payment page:

"RS Public Company Limited is the designated reseller for processing orders for Tomorrowland Thailand 2026 products in Europe, Asia, and Russia. The supplier of tickets and packages is WEAREONE.world bv (Belgium) and/or its authorised partners. Admission rules, restrictions, and refund conditions are determined by the supplier or the organiser."

- 4.5.** To respond to initial Customer enquiries regarding orders, ticket delivery, and instructions.
- 4.6.** To comply with the Principal's brand usage guidelines (Schedule 2).
- 4.7.** To process Customers' personal data in accordance with applicable law and to ensure its protection (see Section 11 for details).

SECTION 5. PRINCIPAL OBLIGATIONS

- 5.1.** To confirm to the Reseller that the Principal holds the rights to sell the Products and has available quota.
- 5.2.** To provide the Reseller in a timely manner with up-to-date information about the Products: descriptions, admission rules, restrictions, refund and cancellation conditions.
- 5.3.** To provide the Reseller with API access, technical documentation, and to give at least 30 days' prior notice of any changes to the API.

- 5.4.** To issue valid Ticket Documents via the API in response to a correct request, or to communicate a reasoned refusal (e.g. if the quota is exhausted).
- 5.5.** Quota guarantee: if the available quota decreases by more than 30% of the previously confirmed volume, the Principal shall notify the Reseller at least 5 business days in advance. If this condition is violated, the Reseller may terminate the Agreement with reimbursement of marketing expenses (see Section 15).

SECTION 6. RESELLER REMUNERATION (COMMISSION)

- 6.1.** The Reseller's commission shall be: 20% of the value of Tickets; 35% of the value of Packages (accommodation + transfer).
- 6.2.** The commission is calculated on the amount actually received by the Reseller from the Customer, net of refunds, cancellations, and chargebacks (payment disputes).
- 6.3.** If a Customer purchases both Tickets and a Package in a single Order, the commission is calculated separately for each component.
- 6.4.** Bank and payment service fees (acquiring, SBP (Fast Payment System), and others) shall be borne by the Reseller. Exception: if aggregate acquiring fees in Russia exceed 3% of the Order value, the amount above that 3% threshold shall be shared equally between the Parties.

SECTION 7. SETTLEMENT BETWEEN THE PARTIES

- 7.1.** The Reseller receives funds from Customers, retains its commission, and transfers the balance to the Principal.
- 7.2.** The Principal shall provide bank details for transfer in writing. Changes to bank details shall only be communicated through a confirmed communication channel.
- 7.3.** Transfer deadline — no later than 7 (seven) business days from the date the Customer's funds are actually credited to the Reseller's settlement account (taking into account an acquiring delay of 1-3 days).
- 7.4.** Currency risk: if the rouble exchange rate against the settlement currency changes by more than 5% between the date of receipt of payment from the Customer and the date of transfer to the Principal, the Principal shall compensate the difference exceeding those 5%.
- 7.5.** The Reseller's bank transfer fees shall be borne by the Reseller. The Principal's bank fees upon receipt of payment shall be borne by the Principal.
- 7.6.** Monthly reconciliation: no later than the 10th day of each following month, the Parties shall exchange a reconciliation statement. Upon the Principal's request, the Reseller shall provide the Order register within 3 business days.
- 7.7.** The Reseller may withhold the transfer for a specific Order if there are indications of fraud or an open dispute, chargeback, or refund request — until the matter is resolved.

SECTION 8. REFUNDS, CANCELLATIONS, AND PAYMENT DISPUTES

- 8.1.** Refund terms are set by the Principal or the Event organiser. The Reseller is obliged to communicate these terms to the Customer before payment.
- 8.2.** If an Order is refunded or cancelled, commission on the refunded portion shall not accrue.
- 8.3.** The Reseller processes refunds to Customers in accordance with Russian and local legislation. Refunded amounts are taken into account in settlements with the Principal.

- 8.4.** In the event of a chargeback (a Customer disputing a payment with their bank), the Reseller handles the matter with the bank and the Customer and provides the Principal with the information necessary to confirm the legitimacy of the transaction.

SECTION 9. TRADE MARKS AND INTELLECTUAL PROPERTY

- 9.1.** All Tomorrowland brand elements — logos, names, images — belong to the Principal and the rights holders.
- 9.2.** The Principal permits the Reseller to use these materials solely for the promotion of Products within the Territory during the term of the Agreement. This licence is non-transferable and may be revoked.
- 9.3.** The Reseller shall not mislead Customers as to its identity and shall display the disclaimer set out in clause 4.4.

SECTION 10. PROHIBITION OF ABOVE-FACE-VALUE RESALE (ANTI-SCALPING)

- 10.1.** The Reseller undertakes to take reasonable measures to prevent the speculative bulk purchase of Ticket Documents for the purpose of resale at inflated prices (scalping). In particular: to impose limits on the number of Orders per Customer; to use technical means of protection against automated purchases (bots).
- 10.2.** The Reseller shall not be liable for the actions of Customers if it has taken reasonable measures pursuant to clause 10.1.

SECTION 11. PERSONAL DATA AND CONFIDENTIALITY

- 11.1.** Roles of the Parties: when collecting Customer data — the Reseller acts as the data controller; when transmitting data to the Principal via the API — the Reseller acts as the data processor, and the Principal acts as the data controller. Within 30 days of signing this Agreement, the Parties shall execute a Data Processing Agreement (DPA) — Schedule 4.
- 11.2.** The Reseller stores data of Russian citizens on servers located in Russia.
- 11.3.** The Reseller transmits to the Principal only such Customer data as is necessary for the issuance of Ticket Documents.
- 11.4.** The commercial terms of the Agreement, API data, quota information, reports, and all non-public information received from the other Party shall be deemed confidential.
- 11.5.** Confidentiality obligations shall remain in effect for the duration of the Agreement and for a further 3 (three) years after its termination.

SECTION 12. LIABILITY AND ITS LIMITS

- 12.1.** The Reseller is liable for: compliance with applicable laws within the Territory; the accuracy of information on its website (other than information provided by the Principal); the security of access to the API.
- 12.2.** The Principal is liable for: the validity of Ticket Documents issued in response to correct requests; the accuracy and currency of Product terms and information.
- 12.3.** Liability cap: the total aggregate liability of each Party under this Agreement shall not exceed the amount of commissions accrued during the 6 (six) months preceding the dispute. This applies to all claims — except in cases of wilful misconduct or gross negligence.
- 12.4.** Neither Party shall be liable to the other for indirect losses or lost profits — except where this is expressly prohibited by applicable law.

SECTION 13. SANCTIONS AND RESTRICTIONS

- 13.1.** Each Party shall comply with the sanction regimes of the EU, USA, UN, and any other applicable sanctions.
- 13.2.** If new sanctions render performance of the Agreement unlawful or impossible for either Party: the affected Party shall immediately notify the other; performance shall be suspended to the extent affected by the sanctions; losses arising from the suspension shall not be compensated if the cause is governmental action.
- 13.3.** If performance cannot be resumed within 60 days, either Party may terminate the Agreement without penalties.

SECTION 14. FORCE MAJEURE

- 14.1.** A Party shall not be liable for non-performance if the cause is force majeure (natural disasters, wars, epidemics, etc.), provided that such Party notifies the other within 5 business days.
- 14.2.** If the Event is cancelled or postponed for reasons beyond the control of the Parties, the organiser's rules shall apply. The Parties shall jointly notify Customers and arrange refunds.

SECTION 15. TERM AND TERMINATION

- 15.1.** The Agreement is effective from 20 January 2026 to 14 December 2026 inclusive.
- 15.2.** Either Party may terminate the Agreement by giving the other Party at least 30 (thirty) calendar days' prior written notice.
- 15.3.** The Reseller may terminate the Agreement immediately (without notice) if: the API is continuously unavailable for more than 5 business days; the quota is reduced by more than 30% without prior notice; the Principal commits any other material breach.
- 15.4.** The Principal may terminate the Agreement immediately if: the Reseller commits fraud; sells tickets without authorisation; commits a serious breach of brand guidelines; misleads Customers.
- 15.5.** Marketing compensation: if the Principal terminates the Agreement without fault on the part of the Reseller (other than force majeure or sanctions), the Principal shall reimburse the Reseller for documented marketing expenses incurred in the preceding 60 days.
- 15.6.** Following termination, the Reseller shall cease using the Principal's brand within 10 (ten) calendar days.

SECTION 16. AUDIT

- 16.1.** The Principal may, no more than once per year, audit the Reseller's financial records relating to Orders (either directly or through an independent auditor), giving the Reseller at least 14 business days' notice.
- 16.2.** Audit costs shall be borne by the Principal. If the audit reveals discrepancies exceeding 5%, the costs shall be borne by the Reseller.

SECTION 17. NOTICES

- 17.1.** Addresses for official correspondence:

Principal: WEAREONE.world bv, incorporated in Belgium (address: Kattendijkdok-Westkaai 12, 2000 Antwerp, Belgium, CBE No.: 0867.239.782)

Reseller: RS Public Company Limited, incorporated in Thailand (address: 27 RS Group Bldg., Tower A, 8th Floor, Prasert-Manukitch Rd., Sena Nikhom, Chatuchak, Bangkok 10900, Thailand, Reg. No. 0107546000016)

- 17.2.** A change of address for official notices shall be made in writing through a confirmed channel. The previous addresses shall remain valid until receipt of such notice by the other Party.
- 17.3.** Electronic correspondence between the official addresses of the Parties shall have legal effect to the extent permitted by applicable law.

SECTION 18. DISPUTE RESOLUTION

- 18.1.** The Agreement is governed by Belgian law, subject to the applicable mandatory provisions of Russian and Thai legislation.
- 18.2.** In the event of a dispute, the Parties shall first attempt to resolve it amicably within 30 days.
- 18.3.** If amicable resolution fails, the dispute shall be submitted to the Hong Kong International Arbitration Centre (HKIAC). The language of the proceedings shall be English. The seat shall be Hong Kong. For disputes up to USD 50,000 — one arbitrator (expedited procedure). For disputes exceeding USD 50,000 — three arbitrators.

SECTION 19. MISCELLANEOUS

- 19.1.** Schedules 1–4 form an integral part of this Agreement.
- 19.2.** Amendments to the Schedules may only be made by mutual written agreement of the Parties.
- 19.3.** There are no exclusivity arrangements and no minimum sales targets under this Agreement.
- 19.4.** If any provision of the Agreement is found to be invalid under applicable law, all remaining provisions shall continue in full force and effect.

SCHEDULE 1. COMMISSION AND SETTLEMENTS

Reseller commission by Product category:

Product	Reseller Commission	Note
Tickets	20% of the amount actually received	net of refunds and chargebacks
Packages (accommodation + transfer)	35% of the amount actually received	net of refunds and chargebacks

Transfer deadline: no later than 7 (seven) business days from the date of credit of payment to the Reseller’s settlement account (taking into account an acquiring delay of 1–3 days).

Monthly reconciliation: no later than the 10th day of the following month, the Parties shall sign a reconciliation statement.

The Order register (provided at the Principal’s request within 3 business days) shall include: Order date, Order number, Product category, amount received from Customer, commission amount, status (issued / refunded / disputed).

SCHEDULE 2. BRAND USAGE GUIDELINES

The Reseller may use the Principal’s logos, names, and materials only: on the Reseller’s Website; in advertising campaigns directed at the Territory; for the promotion of Products under this Agreement.

The Reseller shall not: alter the official terms of the Products; represent itself as the organiser of the Event; use the brand after the expiry of the Agreement.

The disclaimer set out in clause 4.4 is mandatory on the Reseller’s Website and on the payment page.

SCHEDULE 3. PAYMENT METHODS AND CUSTOMER SETTLEMENT PROCEDURE

Payment methods by territory:

Russia: SBP (Fast Payment System); Russian bank cards via acquiring.

Europe and Asia: international bank cards (Visa, Mastercard, and others); other payment methods permitted by law in the respective country.

Prior to payment, the Reseller shall inform the Customer of the following: payment is accepted by the Reseller (RS Public Company Limited); Products are supplied by the Principal (WEAREONE.world bv) and/or its partners; refund and cancellation terms are determined by the supplier or organiser.

SCHEDULE 4. FRAMEWORK TERMS OF THE DATA PROCESSING AGREEMENT (DPA)

Parties: the Principal and the Reseller.

Roles: when collecting Customer data — the Reseller acts as the data controller; when transmitting data to the Principal — the Reseller acts as the data processor and the Principal as the data controller.

Purposes of processing: Order processing, issuance of Ticket Documents, Customer support.

Categories of data: Customer’s full name, email address, telephone number, payment instrument data (to the extent necessary for processing), Order parameters.

Security measures: encryption of data in transit and at rest; access restriction on a need-to-know (least privilege) basis; regular security audits.

Data breach notification: the Party that discovers a breach shall notify the other Party within 72 hours.

Applicable laws: GDPR (EU) 2016/679; Federal Law No. 152-FZ (Russia).

Cross-border data transfers: for transfers of data to countries outside the EU and Russia, the European Commission Standard Contractual Clauses (SCC) or another lawful transfer mechanism shall apply.

The full DPA shall be executed as a separate document within 30 days of the date of signing of this Agreement.

DETAILS

PRINCIPAL — WEAREONE.world bv	RESELLER — RS Public Company Limited
Registered address: Kattendijkdok-Westkaai 12, 2000 Antwerp, Belgium. CBE No.: 0867.239.782.	Registered address: 27 RS Group Bldg., Tower A, 8th Floor, Prasert-Manukitch Rd., Bangkok 10900, Thailand. Reg. No.: 0107546000016.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorised representatives as of the date first written above.

Executed in two (2) identical counterparts, one for each Party, each of which shall be deemed an original.

WEAREONE.world bv	RS Public Company Limited
Michiel Beers	Chakkrit Parapantakul
Date: 23.12.2025	Date: 23.12.2025
Signature:	Signature:
<i>Michiel Beers</i>	<i>Chakkrit Parapantakul</i>