

SPOTIFY GENERAL CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

The following terms and conditions shall govern the purchase of the above goods and/or services, unless otherwise agreed to by the parties in writing.

1. General

1.1. Unless otherwise agreed by the parties in a separate written agreement executed by authorized representatives of each party, these Spotify General Conditions for the Purchase of Goods and Services (the “Conditions”) apply to the performance of services and to the delivery of goods under a purchase order (“PO”) which refers to them. For the avoidance of doubt, Spotify hereby objects and rejects any additional terms of the Supplier, including but not limited to any Supplier's general terms and conditions of delivery, online terms or acknowledgements, terms in any verbal or written offers, proposals, quotations, invoices, orders acknowledgements, warranty cards, and in any other statements provided by Supplier (the “Additional Terms”). To the extent that any Additional Terms are deemed applicable by way of a final and binding decision, and in the event of any conflict in terms and conditions, Spotify and Supplier agree that the terms of this PO Agreement will prevail over the Additional Terms.

1.2. These Conditions, the PO and any specifications or similar referred to in the PO are commonly referred to as the “PO Agreement”.

1.3. The Supplier agrees to comply with Spotify’s Supplier Code of Conduct (available at spotifyforvendors.com/spotify-supplier-code-of-conduct/) as well as any other terms provided by Spotify to Supplier (“Spotify Policies”).

1.4. Any term that is not defined herein shall have the meaning given to it in the PO or in the specifications.

1.5. Subject to the parties’ right to vary the PO Agreement in accordance with what is set out herein, the PO Agreement constitutes the entire agreement between the Spotify entity listed on the PO (“Spotify”) and the supplier entity listed on the PO (“Supplier”) regarding the delivery of the goods and/or performance of services.

1.6. Subject to the parties’ right to vary the PO Agreement in accordance with what is set out herein, Supplier accepts and agrees to be bound to deliver goods and/or perform services to Spotify under any PO it receives from Spotify, in accordance with the terms of the PO Agreement.

2. Delivery of Goods

2.1. The Supplier shall deliver the goods on the date of delivery set by Spotify, at the place requested by Spotify.

2.2. Delivery shall take place D.D.P. (Delivery Duty Paid), where applicable in accordance with the most recent version of Incoterms.

2.3. The time of delivery of goods is of the essence of the PO Agreement. The Supplier shall inform Spotify immediately if problems arise with respect to the goods that pose a threat to the Supplier complying with its obligations in full and on time. In case of a delay in delivery, Spotify shall be entitled, at its sole discretion, to cancel the order, and have the delivery carried out by a third party, and recover any additional reasonable costs incurred from the Supplier.

2.4. Deliveries made in advance of an agreed delivery date may be returned to the Supplier at the Supplier’s expense or accepted by Spotify in its sole discretion.

- 2.5. No partial deliveries may be made unless previously agreed in writing with Spotify.
- 2.6. All goods must be adequately protected against damage and deterioration in transit and the packages of goods must bear the description and the quantity of the contents and Spotify's PO number.

3. Title to and Risk of Loss to Goods

- 3.1. Spotify shall acquire title to goods as soon as the goods are accepted by Spotify, or seven (7) business days after delivery in all other cases, unless Spotify informs the Supplier in writing within this period that the goods do not satisfy the agreed standard.
- 3.2. The risk of loss attaching to the goods shall pass to Spotify with effect from the moment of delivery. In the event that Spotify rejects the goods, the risk of loss attaching to the goods shall be deemed to have remained with the Supplier throughout.

4. Warranty for Goods, Right to Inspect

- 4.1. The goods to be provided shall conform as to quantity, quality and description with the PO Agreement or other written agreement mutually agreed upon between Spotify and the Supplier; be of first-class quality, material and workmanship; be free from defects in design, material and workmanship; if the purpose for which they are required is indicated in the PO Agreement, be fit for that purpose; and comply with any statutory rule or regulation that may be in force relating to the goods.
- 4.2. The goods delivered must be free from all third-party charges, limitations and rights, including limitations and rights which result from or are connected with intellectual property rights, with the exception of third-party charges, limitations and rights which the Supplier informed Spotify about in writing and which Spotify has expressly accepted in writing.
- 4.3. Spotify reserves the right to inspect the goods within seven (7) business days of delivery, and if they do not comply with the provisions above, to return rejected goods to the Supplier at the Supplier's expense.
- 4.4. If goods are not supplied in accordance with the PO Agreement, then Spotify shall be entitled: i) to require the Supplier to repair the goods or to supply replacement goods in accordance with the PO Agreement within a reasonable period to be specified by Spotify. Any and all costs related and/or involved shall be at the Supplier's expense; or ii) at Spotify's sole discretion, and whether or not Spotify has previously required the Supplier to repair goods or to supply any replacement goods, to treat the PO Agreement as null and void due to the Supplier's breach.
- 4.5. In the event the Supplier still fails to supply conforming goods within the period referred to above, or in case Spotify chooses to treat the PO Agreement as null and void, Spotify shall be entitled, at its sole discretion, to have the delivery, repair or replacement carried out by a third party, and recover the costs involved from the Supplier.

5. Supply of Services

- 5.1. The Supplier shall perform the services in the manner and on the date(s) specified in the PO Agreement, and in compliance with all applicable laws and regulations.
- 5.2. With the exception of third-party charges, limitations and rights which the Supplier has informed Spotify about in writing and which Spotify has expressly accepted in writing, all intellectual property rights, including title and

interest, in and to the result of the services performed or as a part of performance of this PO Agreement, shall be the exclusive property of Spotify and are assigned and transferred to Spotify upon the performance of the services.

5.3. If the services, or the result of the services, are not completed in accordance with the PO Agreement Spotify shall be entitled: i) to require Supplier to, without undue delay and free of charge, provide all services needed in order to be in compliance with the PO Agreement; or ii) at Spotify's sole discretion to treat the PO Agreement as null and void due to the Supplier's breach.

5.4. In the event the Supplier still fails to supply services within the period referred to above, or in case Spotify chooses to treat the PO Agreement as null and void, Spotify shall be entitled, at its sole discretion, to have the services carried out by a third party, and recover any additional reasonable costs incurred from the Supplier.

5.5. In the event the Supplier provides venue or event related services, Supplier shall provide and/or procure the organization, management and implementation of all necessary security, safety and emergency procedures at the venue in compliance with all applicable law. Supplier and Spotify shall jointly undertake a pre-event inspection and post-event inspection of the venue. If a post-event inspection determines that the venue is in a substantially worse condition than it was in at the time of the pre-event inspection, save for differences that are a result of fair wear and tear, the Parties shall engage in good faith discussions regarding the remedying of such defects.

6. Indemnification

6.1. Supplier shall keep Spotify fully indemnified against all claims and related costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Spotify as a result of any third party's claim related to (i) personal injury or property damage caused by the goods, the services, or otherwise by Supplier in performing its obligations under the PO Agreement; and (ii) infringement or alleged infringement of any intellectual property rights caused by Spotify's use of the goods and/or services.

6.2. Upon the assertion of any claim or the commencement of any suit or proceeding against Spotify by any third party that may give rise to obligations or liability of Supplier under this Section 6, Spotify will promptly notify the Supplier of the existence of such claim specifying the nature of the action, the total monetary amount or other relief sought therein. Spotify will give the Supplier a reasonable opportunity to defend or settle the claim at its own expense and with counsel of its own selection. The Supplier will not will settle any claim without the prior written approval of Spotify.

7. Price and Payment

7.1. The price stated in this PO Agreement for the goods and/or services is a fixed price and shall not be varied for any reason unless expressly agreed in writing in the form of an Amendment by Spotify and Supplier.

7.2. Supplier shall invoice Spotify through Coupa Supplier Portal. The invoice shall include any and all information requested by Spotify, including but not limited to: PO number, Spotify contact person, invoice number, invoice date, amount to be paid, project numbers (if applicable), good or service description, VAT/TAX ID number (for non USA/CAN suppliers only), bill-to information, and ship-from address, In addition, Supplier shall provide a PDF attachment of a legally compliant invoice, with the following exception: If Spotify GmbH is the contracting entity and the Supplier is established in Germany, Supplier shall provide a legally compliant e-invoice.

7.3. Spotify will pay any undisputed invoices within thirty (30) days from the invoice date. Unless otherwise prohibited by law, Spotify will receive a 10% discount of the total invoiced amount for any invoice submitted more than ninety (90) days after completion of the services or delivery of the goods. Spotify is not obliged to pay an invoice submitted more than hundred eighty (180) days after completion of the services or delivery of the goods.

7.4. All prices and charges shall be deemed to include all direct and indirect costs of whatever kind, including but not limited to all charges for packaging, packing, shipping, carriage, insurance and delivery of goods to the delivery address and any duties, imposts or levies other than value added tax; and travel costs and expenses for the person(s) providing services and material included in the services.

7.5 In the event the Supplier provide venue or event related services where a security deposit is required, Supplier shall, if agreed between Spotify and Supplier, be entitled to (i) a deposit not exceeding twenty percent (20%) of the total event cost upon booking confirmation in writing; (ii) a payment not exceeding thirty percent (30%) ten (10) business days before the event.

8. Modifications and Cancellation

8.1. Spotify may cancel the PO Agreement in respect of all or part only of the goods and/or services by giving notice to the Supplier at any time prior to delivery or performance, in which event Spotify's sole liability shall be to pay Supplier any undisputed fees and expenses for Services or Goods delivered prior to the effective date of the cancellation.

8.2. This PO Agreement may be modified only by a written amendment signed by both Parties.

9. Confidentiality

9.1. A PO, its subject matter and any information received by Supplier about Spotify's business in connection with entering into the PO Agreement shall be treated as confidential between Spotify and Supplier and shall not be disclosed by Supplier (or any subcontractor or assignee) to any third party, or used by Supplier (or any subcontractor or assignee) for advertisement, display or publication without Spotify's prior consent in writing.

9.2. Supplier may not use Spotify's name, logo or brand other than to the extent strictly necessary to perform a service. Any use of Spotify's name, logo or brand in Supplier's advertising or marketing requires Spotify's prior written approval.

10. Miscellaneous

10.1. Supplier shall be fully responsible for, and liable to, Spotify for the actions and omissions of all its subcontractors as if they were Supplier's own actions and omissions.

10.2. Nothing in the PO Agreement shall prejudice any condition or warranty express or implied, or any other right or remedy to which Spotify may be entitled in relation to the goods and/or services by virtue of any statute or custom or any general law or local law or regulation.

10.3. If any provision of the PO Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the PO Agreement, and the remainder of the provision in question, shall not be affected.

10.4. Failure or delay by Spotify in enforcing or partially enforcing any provision of the PO Agreement shall not be construed as a waiver of any of its rights under the PO Agreement. Any waiver by Spotify of any breach of, or any default under, any provision of the PO Agreement by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the PO Agreement.

10.5. If the services include Spotify making available personal data to Supplier, Supplier will process such personal

data in accordance with Spotify's instructions only. For this purpose, the Parties will enter into a Data Processing Agreement.

10.6. Neither Party will be liable for any delay or failure to perform hereunder if such delay or failure is due to any cause beyond the reasonable control of such Party, including without limitation, power or telecommunications failures, fire, natural disasters or acts of God (each, a "Force Majeure Event;") provided that the Party so affected uses its best efforts to prepare for, avoid or remove the causes of nonperformance and continues performance under this Agreement immediately after such causes are removed. If Supplier is unable to resume performance of the applicable Services or Goods within ten days of providing notice of a Force Majeure Event, Spotify may terminate the PO Agreement or the applicable SOW immediately.

10.7. Supplier will maintain, at its own expense and with a reputable insurance company, policies to meet its liabilities under this PO Agreement, including but not limited to employers' liability, public liability and professional indemnity insurance, as applicable. The terms of any insurance or the amount of cover will not relieve Supplier of any of its indemnification obligations or other liabilities under this Agreement.

10.8. (a) If Spotify AB is the contracting entity, this Agreement is governed by and construed in accordance with the laws of Sweden. Stockholm District Court (Sw. Stockholms Tingsrätt) will have exclusive jurisdiction and venue for actions related to this Agreement; (b) if Spotify USA Inc. is the contracting entity, this Agreement is governed by and construed in accordance with the laws of New York. State or federal courts in New York County, New York, will have exclusive jurisdiction and venue for actions related to this Agreement; (c) if S Servicios de Música México, S.A. de C.V. is the contracting entity, this Agreement is governed by and construed in accordance with the Federal Commercial laws of Mexico. State or federal courts in Mexico City will have exclusive jurisdiction and venue for actions related to this Agreement; (d) if Spotify Brazil Serviços de Música Ltda. is the contracting entity, this Agreement is governed by and construed in accordance with the laws of the Federative Republic of Brazil. State courts in the state of São Paulo will have exclusive jurisdiction and venue for actions related to this Agreement; (d) if Spotify Australia Pty Ltd is the contracting entity, this Agreement is governed by and construed in accordance with the laws of New South Wales, Australia. Courts located in New South Wales, Australia will have exclusive jurisdiction and venue for actions related to this Agreement; or (e) if any other Spotify entity is the contracting entity, this Agreement is governed by the laws of England and Wales. English courts will have exclusive jurisdiction and venue for actions related to this Agreement.