

menta tech

General Terms of Service

Version: 1.0 | **Published:** June 3, 2026

Document URL: <https://legal.mentatech.io/terms/v1.0>

These **General Terms of Service** (the "**General Terms**") govern the relationship between **Menta Tickets Corp.** ("**Menta**") and any counterparty (the "**Customer**") that executes a Services Order Form referencing this exact version. The Order Form and these General Terms, together with the Annexes, constitute the "**Agreement**". Capitalized terms used but not defined in these General Terms have the meanings given to them in the Order Form.

Version 1.0 is the binding version for any Order Form that references it. Subsequent versions, if any, will be published at distinct URLs (e.g., /terms/v1.1, /terms/v2.0) and will not apply to existing Order Forms unless and until the Parties agree in writing to migrate, in accordance with Section 20.

Recitals

- A. Customer issues and sells paid and complimentary tickets ("**Tickets**") for musical, artistic, sports and other entertainment events ("**Events**") through an online ticketing platform operated under the domain identified in the Order Form, as well as related domains (the "**Platform**").
- B. Tickets are purchased by individuals or entities that later use them to access Events ("**End Users**" or "**Users**").
- C. Menta is a technology company that develops software for ticketing systems, including solutions that (i) enhance Ticket security and traceability and (ii) enable an official, integrated secondary marketplace for Tickets within the primary ticketing environment.
- D. Customer wishes to use Menta's services, and Menta is willing to provide such services, on the terms and conditions set forth in the Agreement and its Annexes.

1. Definitions

For purposes of this Agreement, the following terms have the meanings set out below:

1.1 "Applicable Law" means all applicable federal, state and local laws, rules, regulations and ordinances of the United States and any other jurisdiction that may apply to the Parties' activities under this Agreement.

1.2 "Applicable Data Protection Laws" means all applicable laws, rules and regulations relating to privacy, data security and the protection of personal data, including, as applicable, the California Consumer Privacy Act (as amended by the CPRA) and similar state privacy laws.

1.3 "Buyer User" means an End User who purchases a Ticket through the Integrated Secondary Market.

1.4 "Integrated Secondary Market" has the meaning set forth in Section 2.2(a).

1.5 "Menta Software" means the software, code, tools, documentation, APIs, interfaces and other technology developed, owned or licensed by Menta and made available to Customer in connection with the Services, including all updates and enhancements.

1.6 "Merchant of Record" or "MoR" means the party that appears as the merchant on End Users' payment statements for transactions processed through the Integrated Secondary Market and that contracts with payment processors for such transactions.

1.7 "Processing Costs" has the meaning set forth in Annex B.

1.8 "Result" has the meaning set forth in Annex B.

1.9 "Seller User" means an End User who lists and sells a Ticket through the Integrated Secondary Market.

1.10 "Services" means the services described in Annex A, together with any related services provided by Menta under this Agreement.

1.11 "Service Fees" has the meaning set forth in Annex B.

1.12 "Ticket Resale Laws" means all Applicable Laws relating to the resale of tickets to Events, including any licensure, disclosure, pricing, refund, and tax obligations imposed on operators of resale marketplaces or individual resellers.

Capitalized terms used but not defined in this Section 1 have the meanings given to them elsewhere in this Agreement or in the Annexes.

2. Object and Services

2.1 Provision of Services

Menta will provide to Customer the Services described in Annex A (the "**Services**"), subject to and in accordance with the terms of this Agreement and the Annexes.

2.2 Principal Services

Without limiting Annex A and solely for ease of reference:

(a) "Resale." Resale is a service that enables an official, integrated secondary market within the Platform through which End Users can buy and sell Tickets to each other in a secure and controlled environment (the "**Integrated Secondary Market**").

(b) "Control Station." Control Station is a service that allows Customer to (i) access data and metrics related to transactions in the Integrated Secondary Market and (ii) configure and manage the rules applicable to such market and the Services.

2.3 Standard of Performance

Menta will provide the Services in a diligent, professional and workmanlike manner and represents that it has the skills, resources and organizational capacity necessary to perform the Services in accordance with this Agreement.

3. Term

3.1 Term. *The provisions governing this matter are set forth in full in Section 3 of the Order Form and are incorporated herein by reference. The Parties have placed these provisions in the Order Form so that they are conspicuously presented to Customer at the moment of execution.*

4. Customer Obligations

4.1 Consideration

As consideration for the Services, Customer will be entitled to the portion of the Result described in Annex B and in the Order Form (the "**Customer Share**"), and Menta will be entitled to the portion of the Result described therein (the "**Menta Share**").

4.2 Communications and Marketing to Users

Customer will use commercially reasonable efforts, consistent with its overall marketing and communication strategy, to promote awareness and use of the Integrated Secondary Market. Without limiting the foregoing, and taking into account the characteristics of each Event and Customer's usual practices, Customer will make reasonable efforts to:

(a) Disclosures in periodic communications. Where reasonably appropriate, include in newsletters, emails and other periodic digital communications clear information about the functionalities and benefits of the Integrated Secondary Market, as well as basic instructions on how to use it, addressed to relevant End Users.

(b) Promotion on digital channels. From time to time, feature promotional and/or educational content related to the Integrated Secondary Market on its main digital channels, which may include the Platform, social media accounts and other digital platforms used to interact with End Users.

(c) Internal training. Maintain a reasonable level of training for its customer support staff regarding the core functionalities of the Services so they can assist End Users and address related questions in a timely manner.

(d) Joint marketing campaigns. Consider in good faith and discuss with Menta any reasonable proposals for joint marketing campaigns aimed at increasing adoption of the Integrated Secondary Market, it being understood that any such activities will be subject to both Parties' prior approval (not to be unreasonably withheld or delayed) and to their internal policies, brand guidelines and resource constraints.

Customer acknowledges that failure to comply with its obligations under this Section 4.2 may result in low adoption of the Integrated Secondary Market and adversely affect the potential for Customer to generate revenue from the Integrated Secondary Market. Material breach of this Section 4.2 will entitle Menta to terminate this Agreement under Section 16.

4.3 User Support

Customer will be solely responsible for providing first-line customer support to End Users, including support related to the Services. Menta will provide Customer with documentation, training and guidance reasonably necessary for Customer to support End Users in connection with the Services.

4.4 Rules of the Integrated Secondary Market

Customer will be solely responsible for setting, configuring and maintaining the rules applicable to the Integrated Secondary Market through Control Station (for example, whether the Integrated Secondary Market is enabled for each Event and category of Tickets, activation timing, maximum Tickets per User, minimum and maximum prices, and related conditions). Menta will not determine or be responsible for such rules.

5. Fees; Reporting; Payments Between the Parties

5.1 Service Fees and Result

Service Fees, the Result and the Parties' respective shares are defined and governed by Annex B and the Order Form.

5.2 Reporting

Within the first ten (10) Business Days of each calendar month, Menta will provide Customer with a statement for the preceding month summarizing (a) Service Fees collected; (b) Processing Costs and applicable transaction taxes; (c) refunds and chargebacks; (d) the Result; and (e) the Menta Share and the Customer Share (the "**Monthly Statement**"), as further detailed in Annex B.

5.3 Payment of Customer Share

The Customer Share and the timing and method of payment are governed by Annex B. Unless otherwise agreed in writing, Menta will pay the Customer Share by ACH or wire transfer within the time period specified in Annex B, to the account designated in writing by Customer.

5.4 Taxes Between the Parties

Each Party is responsible for its own taxes on income, profits and gross receipts. Transaction-level taxes collected by Menta as MoR are treated as set forth in Annex B.

6. Confidentiality

6.1 Confidential Information

"**Confidential Information**" means this Agreement and any non-public information disclosed by one Party to the other, whether orally or in writing, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial information, pricing, product roadmaps, technical information, software, customer lists, marketing strategies and trade secrets.

6.2 Obligations

Each Party (the "**Receiving Party**") will: (a) use the other Party's (the "**Disclosing Party's**") Confidential Information solely for the purpose of performing or receiving the Services; (b) not disclose the Disclosing Party's Confidential Information to any third party except as permitted by this Agreement; and (c) protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own similar information, but in no event less than reasonable care.

6.3 Permitted Disclosures

The Receiving Party may disclose Confidential Information: (a) to its employees, contractors, advisors and service providers who have a legitimate need to know such information for purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth in this Agreement; and (b) to the extent required by Applicable Law or by a valid order of a court or governmental authority, provided that (to the extent legally permitted) the Receiving Party gives the Disclosing Party prompt written notice of the request and cooperates reasonably in any effort to limit or contest such disclosure.

6.4 Exclusions

Confidential Information does not include information that: (a) becomes generally available to the public without breach of this Agreement by the Receiving Party; (b) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

6.5 Return or Destruction

Upon termination of this Agreement or upon written request of the Disclosing Party, the Receiving Party will promptly return or delete all Confidential Information of the Disclosing Party, except to the extent retention is required by Applicable Law or for standard backup/archival purposes (in which case the Receiving Party will continue to protect such information in accordance with this Section 6).

6.6 Survival

The obligations in this Section 6 will survive for the longer of (a) five (5) years after termination of this Agreement or (b) the applicable statute of limitations for trade secrets under Applicable Law.

7. Data Protection

7.1 Roles

Customer acts as the controller or "business" for personal data of End Users and related individuals that is processed in connection with the Events and the Platform. Menta acts as a processor or "service provider" with respect to personal data it processes on behalf of Customer in providing the Services.

7.2 Compliance with Applicable Data Protection Laws

Each Party will comply with Applicable Data Protection Laws in connection with its activities under this Agreement.

7.3 Menta as Processor / Service Provider

Menta will: (a) process personal data only (i) to provide the Services, (ii) in accordance with Customer's documented instructions, and (iii) as otherwise required by Applicable Law; (b) implement and maintain appropriate technical and organizational security measures designed to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access; (c) not sell personal data or share personal data for purposes of cross-context behavioral advertising, and not otherwise use personal data for its own purposes in a manner inconsistent with its role as a processor / service provider; and (d) provide reasonable assistance to Customer, at Customer's cost where

appropriate, in responding to data subject requests and regulatory inquiries related to the processing of personal data under this Agreement.

7.4 International Transfers

Customer acknowledges that Menta may transfer and store personal data in the United States and other countries where Menta or its subprocessors operate. Customer will ensure that any required notices and consents related to such transfers are obtained as required by Applicable Data Protection Laws.

7.5 Security Incidents

Each Party will notify the other without undue delay (and in any event within seventy-two (72) hours) upon becoming aware of a security incident involving personal data that is reasonably likely to require notification under Applicable Data Protection Laws. The Parties will cooperate in good faith regarding any required notifications.

7.6 Deletion of Personal Data

Upon termination of this Agreement or at Customer's written request, Menta will delete or return personal data processed on behalf of Customer, except to the extent Menta is legally required or permitted to retain such personal data (in which case it will continue to protect it as described in this Section 7).

8. Intellectual Property

8.1 Ownership

As between the Parties: (a) Menta owns all right, title and interest in and to the Menta Software, the Services, Menta's trademarks and logos ("**Menta Marks**"), and all related intellectual property rights, whether registered or unregistered. (b) Customer owns all right, title and interest in and to the Platform (excluding any Menta Software or Services embedded or integrated therein), Customer's trademarks and logos ("**Customer Marks**"), and all related intellectual property rights.

8.2 License to Menta Software

Subject to the terms of this Agreement, Menta grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to access and use the Menta Software solely as necessary for Customer to receive and use the Services in connection with the Platform and in accordance with this Agreement.

8.3 Restrictions

Customer will not, and will not permit any third party to: (a) copy, modify, adapt, translate or create derivative works of the Menta Software or Services; (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Menta Software, except to the limited extent expressly permitted by Applicable Law; (c) use the Menta Software or Services in violation of Applicable Law or for any purpose other than as expressly permitted under this Agreement; or (d) remove, obscure or alter any proprietary notices or legends from the Menta Software or Menta Marks.

8.4 License to Marks

Each Party grants to the other a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to use its Marks (Menta Marks or Customer Marks, as applicable) solely: (a) to identify the Parties' relationship under this Agreement; (b) to implement the Services, including within the Platform and related End User communications; and (c) to advertise or communicate the Parties' partnership in marketing and promotional materials, whether digital or offline (including on websites, social media, email campaigns, pitch decks, case studies, event signage, and trade show or conference materials). Any such use must comply with the trademark owner's reasonable brand guidelines as provided from time to time, and must not suggest sponsorship or endorsement beyond the relationship described in this Agreement. Each Party may request reasonable changes to any use of its Marks that it considers non-compliant with this Section, and the other Party will promptly implement such changes or discontinue the challenged use.

8.5 Feedback

Customer may provide suggestions, comments or other feedback related to the Services ("**Feedback**"). Menta may freely use and exploit Feedback without restriction or obligation, provided that Menta will not identify Customer as the source of the Feedback without Customer's consent.

9. Independent Contractors

The Parties are independent contractors. Nothing in this Agreement will be construed as creating a partnership, joint venture, agency, franchise, fiduciary or employment relationship between the Parties. Neither Party may bind the other Party or incur obligations on the other Party's behalf without the other Party's prior written consent.

10. Exclusivity

Whether the exclusivity in this Section 10 applies is specified in Section 2.4 of the Order Form. Where the Order Form indicates that exclusivity applies, the following provisions govern.

10.1 Exclusive Provider for Integrated Secondary Market

During the Term, Menta will be Customer's exclusive provider of services substantially similar to the Integrated Secondary Market for Tickets on the Platform and any successor or replacement ticketing platform controlled by Customer (collectively, the "**Customer Platform**").

10.2 No Competing Integrated Marketplaces

Customer will not, directly or indirectly: (a) implement, enable or operate on the Customer Platform any official, in-platform or white-label secondary marketplace for Tickets that is functionally similar to the Integrated Secondary Market; or (b) enter into agreements with third parties to provide such an official, in-platform or white-label secondary marketplace for Tickets on the Customer Platform, in each case without Menta's prior written consent.

10.3 Third-Party, Non-Integrated Marketplaces

For clarity, nothing in this Section 10 prohibits Customer or End Users from using third-party, non-integrated resale marketplaces or channels that (a) are not marketed or presented as the Customer's

“official” or “integrated” secondary marketplace, and (b) do not access or integrate with the Customer Platform in a manner that replicates the functionality of the Integrated Secondary Market.

10.4 Menta's Freedom to Operate

Nothing in this Agreement restricts Menta from providing services that are the same as or similar to the Services (including the Integrated Secondary Market) to any other customer.

11. Compliance with Law; Platform Terms

11.1 Compliance with Law

Each Party will comply with Applicable Law in connection with its activities under this Agreement, including, as applicable, laws and regulations relating to consumer protection, ticket sales and resale, payments and anti-money laundering, sanctions, privacy and data protection.

11.2 Platform Terms and Event Responsibility

Customer is solely responsible for: (a) the Events and Tickets (including their organization, promotion, quality, fulfillment and any related customer service); (b) the content, terms and policies applicable to the Platform (including primary ticketing terms and conditions, purchase and refund policies, and any disclosures regarding the Integrated Secondary Market); and (c) ensuring that End Users' use of the Platform and the Services complies with Applicable Law and such terms and policies by implementing any required disclosures, notices, refund policies, resale caps, or other compliance mechanisms required by Ticket Resale Laws applicable to the resale of tickets via the Integrated Secondary Market.

11.3 Organizer / Rights Holder Authorizations

Customer represents and warrants that, where required by Applicable Law or contract, it has obtained and will maintain all necessary rights, approvals and authorizations from event organizers, venues and other applicable rights holders to: (a) issue and sell Tickets through the Platform; and (b) enable and operate the Integrated Secondary Market in connection with such Events.

11.4 Ticket Resale Compliance

(a) General. The Parties acknowledge that compliance with laws and regulations governing the resale of event tickets ("**Ticket Resale Laws**") depends in significant part on how the Integrated Secondary Market is configured and operated by Customer on the Platform. Menta will provide the Services, including Control Station and related configuration tools, in a manner designed to support compliance with Ticket Resale Laws where reasonably practicable, but Customer is ultimately responsible for determining which rules, settings and policies to implement and for ensuring that its overall ticket resale program complies with Applicable Law.

(b) Status of the Parties. The Parties acknowledge and intend that neither Menta nor Customer is, by virtue of this Agreement alone, engaged in the business of reselling Tickets or acting as a “ticket reseller” under any Ticket Resale Laws, and that Ticket resale transactions in the Integrated Secondary Market are intended to occur directly between End Users acting as sellers and End Users acting as buyers. However, the Parties understand that the characterization of Menta, Customer and End Users under Ticket Resale Laws will ultimately be determined by Applicable Law and the manner in which Customer configures and operates the Integrated Secondary Market.

(c) End User Compliance. Customer is responsible for determining, with its own legal and compliance advisers, whether End Users who sell or resell Tickets through the Integrated Secondary Market are required to obtain any reseller licenses or registrations or to comply with specific obligations under Ticket Resale Laws (including any obligations relating to display of license numbers, caps on resale prices, disclosure of original face value and all-in pricing, or provision of mandated refund guarantees or notices to buyers) and for implementing appropriate Platform rules, terms and notices. Menta may provide Customer with suggested configurations, templates, parameters or rule sets intended to facilitate compliance, but Customer will decide whether and how to adopt them.

(d) Policies, Processes and Platform Features. Menta will make available, as part of the Services, configuration options, default rules and technical capabilities that can be used by Customer to support compliance with Ticket Resale Laws in relevant jurisdictions (including, without limitation, New York, California and Illinois), such as rules that restrict resale price ranges, limit speculative or otherwise unlawful ticket practices, and support required disclosures. Customer will use such tools, together with its own policies, processes and End User terms, as it deems appropriate to implement its compliance approach. Customer is solely responsible for: (i) selecting, configuring and maintaining the rules and settings applied in the Integrated Secondary Market; (ii) determining how to verify, monitor or enforce End Users' compliance with licensing, registration or other legal requirements; (iii) ensuring that all required disclosures, terms and refund policies are provided to End Users; and (iv) addressing any applicable tax obligations related to ticket resale (including, as applicable, by collecting and remitting required taxes or by providing conspicuous notice to End Users of their obligation to pay any such taxes). For clarity, nothing in this Section 11.4 is intended to shift to Menta any responsibility that, under Applicable Law, rests with Customer or End Users in connection with the configuration, operation or legal compliance of the Integrated Secondary Market.

12. Representations and Warranties

12.1 Mutual Representations and Warranties

Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) it has full power and authority to enter into this Agreement and perform its obligations; (c) this Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally; (d) its execution and performance of this Agreement will not conflict with or violate any other agreement to which it is a party or by which it is bound; and (e) it maintains reasonable measures to prevent the use of bots or automated software in the purchase of primary Tickets on the Platform.

12.2 Menta Limited Warranty

Menta warrants that it will provide the Services in a professional and workmanlike manner. Customer's exclusive remedy for any breach of this warranty will be, at Menta's option: (a) re-performance of the affected Services; or (b) termination of the affected Services and a pro rata refund of any prepaid, unused fees (if any) directly related to such Services. (This limited warranty and the related Disclaimer are set forth, for conspicuousness, in Section 5 of the Order Form.)

12.3 Disclaimer. *The provisions governing this matter are set forth in full in Section 5 of the Order Form and are incorporated herein by reference. The Parties have placed these provisions in the Order Form so that they are conspicuously presented to Customer at the moment of execution.*

13. Limitation of Liability

13.1 Limitation of Liability. *The provisions governing this matter are set forth in full in Section 6 of the Order Form and are incorporated herein by reference. The Parties have placed these provisions in the Order Form so that they are conspicuously presented to Customer at the moment of execution.*

14. Indemnification

14.1 Indemnification. *The provisions governing this matter are set forth in full in Section 7 of the Order Form and are incorporated herein by reference. The Parties have placed these provisions in the Order Form so that they are conspicuously presented to Customer at the moment of execution.*

15. Merchant of Record; Stripe; Chargebacks and Refunds

15.1 Merchant of Record

As between the Parties, Menta will act as Merchant of Record (MoR) for all payment transactions processed through the Integrated Secondary Market. In such capacity, Menta will: (a) process payments from Buyer Users for Ticket purchases made through the Integrated Secondary Market; (b) hold and safeguard funds received from Buyer Users until transfers are made to the corresponding Seller Users; (c) after the end of the applicable Event (or such other payout trigger date as may be specified in Annex B), remit to the relevant Seller Users, within the timelines set out in Annex B, the net amounts corresponding to the sale price of the Tickets sold by such Seller Users through the Integrated Secondary Market, in each case only to the extent that: (i) Menta has actually received the corresponding funds from the applicable payment processor as cleared funds that are not subject to reversal or chargeback at the time of payout; (ii) the relevant Seller User has successfully completed all identity verification, KYC/AML and other onboarding requirements reasonably requested by Menta to enable such payment; and (iii) such amounts are subject to deductions, set-offs, holds and adjustments for refunds, chargebacks, disputes, reversals, taxes, fees and any other amounts payable under this Agreement or required by Applicable Law, it being understood that Menta may, acting reasonably and to the maximum extent permitted by Applicable Law, delay or withhold any payment, in whole or in part, where it suspects fraud, abuse or a breach of this Agreement, the applicable end user terms or Applicable Law; (d) collect Service Fees from Buyer Users and Seller Users as set forth in Annex B; (e) process refunds to Buyer Users in the cases described in this Agreement and Annex B or as required by Applicable Law; and (f) be responsible, as and to the extent required by Applicable Law, for remitting transaction-level taxes for which the MoR is legally responsible as the seller of record, as further described in Annex B.

15.2 Use of Stripe (Including Stripe Connect)

Menta will use Stripe, Inc. and its affiliates ("**Stripe**") as its primary payment service provider for card and other electronic payments in connection with the Integrated Secondary Market, including via Stripe Connect for transfers to Seller Users. As between the Parties: (a) Menta is solely responsible for its contractual relationship with Stripe; (b) all fees, charges, assessments and costs imposed by Stripe, card networks, banks and other payment providers related to transactions in the Integrated Secondary Market (including chargeback fees and payout fees) constitute Processing Costs as defined in Annex B; and (c) Menta may change its payment service providers or configuration upon reasonable notice to Customer, provided that such change does not materially and adversely affect Customer's revenue share in a manner inconsistent with Annex B (excluding pass-through changes imposed by Stripe, card networks or other payment providers).

15.3 Chargebacks and Payment Disputes

If a transaction processed through the Integrated Secondary Market is subject to a chargeback, dispute or reversal by a card network, payment method or financial institution (each, a **"Chargeback"**): (a) the gross amount of the Chargeback, any associated fees imposed by Stripe or other payment providers, and any related Processing Costs will be treated as Processing Costs and deducted in calculating the Result for the applicable period, as described in Annex B; (b) Customer acknowledges that Menta does not control issuers, card networks or payment providers and cannot guarantee outcomes in disputes; (c) Menta will reasonably cooperate with Customer in providing available information that may assist in contesting Chargebacks, to the extent technically feasible and permitted by Stripe and the relevant networks; and (d) without limiting the foregoing, in connection with any Chargeback Menta may, to the extent permitted by Applicable Law and the relevant payment networks and providers: (i) cancel or reverse the affected transaction and invalidate or reassign the related Tickets (including, where technically feasible, returning them to the applicable Seller User); (ii) reverse, debit or claw back any associated transfers previously made to the relevant Seller User, including by setting off such amounts against any current or future transfers or other amounts owed by Menta to such Seller User or to Customer under this Agreement; and/or (iii) recoup the amount of the Chargeback and any associated fees and Processing Costs from future settlements under this Agreement.

15.4 Refunds

Refunds to Buyer Users for Ticket purchases made in the Integrated Secondary Market will be managed as set forth in Annex B, including: (a) as a general rule, refunds will only be processed before payouts to Seller Users have been made for the relevant transactions; (b) any refund granted after payouts to Seller Users have been made will be at Customer's cost unless otherwise agreed in writing; (c) Service Fees will be refunded only to the extent expressly provided in Annex B or required by Applicable Law or card network rules; (d) the cost of refunds, including unrecoverable Processing Costs, will be treated as described in Annex B; and (e) where Ticket Resale Laws require Buyer Users to receive a full or partial refund under specific circumstances, Customer will ensure that such policies are communicated clearly on the Platform and will coordinate with Menta to ensure technical implementation, where applicable.

15.5 Relationship to End Users

Customer acknowledges that Menta's role as MoR is limited to payment processing and related transactional mechanics. The underlying relationship with respect to Events, Tickets, and End User rights and obligations remains between Customer (and/or the event organizer) and the End Users. Menta does not buy or sell Tickets in its own name or act as event organizer. For the avoidance of doubt, neither Menta nor Customer shall be deemed to be a ticket "reseller" or broker under any Ticket Resale Laws, and the Integrated Secondary Market is provided solely to facilitate lawful resale transactions between End Users (with Menta acting only as the payment MoR as set forth herein).

16. Suspension; Termination

16.1 Suspension

Menta may suspend the Services, in whole or in part, upon written notice to Customer if: (a) Customer fails to perform a material obligation under this Agreement and does not cure such failure within a reasonable period after written notice; (b) Menta reasonably believes that Customer's use of the Services violates Applicable Law or this Agreement; or (c) Menta reasonably determines that

suspension is necessary to protect the integrity or security of the Services, payment processing or End Users.

16.2 Termination for Cause

Either Party may terminate this Agreement upon written notice to the other Party if: (a) the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice thereof; or (b) there are reasonable grounds to believe that the other Party will not perform its obligations under this Agreement and such Party fails to provide adequate assurances of performance within a reasonable period after written request.

16.3 Termination for Convenience

Either Party may terminate this Agreement without cause upon at least ninety (90) calendar days' prior written notice to the other Party.

16.4 Effects of Termination

Upon termination or expiration of this Agreement: (a) all rights and licenses granted hereunder will automatically terminate, except as expressly provided otherwise; (b) Menta will discontinue provision of the Services, except for activities reasonably necessary to wind down operations and process any remaining settlements between the Parties; (c) the Parties will cooperate in good faith to complete any outstanding settlements and reconciliations under Annex B; and (d) neither Party will be liable to the other Party for termination in accordance with this Section 16, except for (i) any obligations that expressly survive termination, and (ii) payment obligations accrued prior to termination.

16.5 Survival

Sections 1, 4.3, 5, 6, 7, 8.1–8.5, 11, 15, 16.4–16.5, 17, 18, 19 and 20 of these General Terms, the Annexes, and Sections 5, 6, 7 and 8 of the Order Form (Disclaimer of Warranties, Limitation of Liability, Indemnification, and Governing Law and Dispute Resolution) will survive any termination or expiration of this Agreement.

17. Force Majeure

Neither Party will be liable for any delay or failure to perform its obligations (other than payment obligations) if such delay or failure results from causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, governmental actions, pandemics, epidemics, failures of third-party hosting providers or payment networks, or widespread Internet outages ("**Force Majeure Events**"). If a Force Majeure Event continues for more than ten (10) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

18. Export Controls and Sanctions

The Parties agree that no technical information or software provided under this Agreement will be exported or re-exported, directly or indirectly, to any country, person or entity prohibited by the export control or economic sanctions laws and regulations of the United States or other applicable jurisdictions, without obtaining any required licenses or approvals from the competent governmental authorities.

19. Notices

19.1 Form of Notices

All notices and other communications required or permitted under this Agreement ("**Notices**") must be in writing and will be deemed given and effective: (a) when delivered personally; (b) one (1) Business Day after being deposited with a nationally recognized overnight courier service, with tracking and prepaid postage; or (c) when sent by email to the addresses specified below, if sent on a Business Day during normal business hours at the recipient's location (and otherwise on the next Business Day), provided that no bounce-back or similar error message is received.

19.2 Contact Details

Notices must be addressed as follows (or to such other address or email address as a Party may designate by Notice):

To Menta: Menta Tickets Corp., 703 Waterford Way, Suite 805, Miami, FL 33126. Email (legal): **legal@mentatech.io**.

To Customer: the legal name, street address and legal notice email set forth in Section 1 of the Order Form.

19.3 Business Day

For purposes of this Section 19, "Business Day" means a day other than a Saturday, Sunday or public holiday in the State of Florida.

19.4 Operational Communications

Day-to-day operational communications may be conducted by email or other agreed channels between the Parties' operational contacts and do not need to satisfy the formal requirements of this Section 19 unless expressly stated to be a Notice.

20. Miscellaneous

20.1 Governing Law. *The provisions governing this matter are set forth in full in Section 8 of the Order Form and are incorporated herein by reference. The Parties have placed these provisions in the Order Form so that they are conspicuously presented to Customer at the moment of execution.*

20.2 Arbitration. *The provisions governing this matter are set forth in full in Section 8 of the Order Form and are incorporated herein by reference. The Parties have placed these provisions in the Order Form so that they are conspicuously presented to Customer at the moment of execution.*

20.3 Entire Agreement

This Agreement, together with its Annexes and the Order Form, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings and representations, whether written or oral, relating to such subject matter.

20.4 Amendments

No amendment or modification of this Agreement will be valid unless it is in writing and signed (including by electronic signature) by authorized representatives of both Parties.

20.5 Version of General Terms; Migration

The version of the General Terms that governs the Agreement is the version expressly identified in the Order Form. Menta may publish subsequent versions at distinct URLs (e.g., /terms/v1.1, /terms/v2.0). No subsequent version applies to an executed Order Form unless and until the Parties agree in writing to migrate. Menta may propose migration by giving Customer at least thirty (30) days' prior written notice identifying the new version and proposed effective date; migration takes effect only if (a) Customer countersigns a written amendment (which may be executed electronically) referencing the new version by URL and version number, or (b) the Parties otherwise expressly agree in writing. Continued use of the Services after publication of a new version, without such written agreement, does not constitute acceptance of the new version.

20.6 Assignment

Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement without such consent to an affiliate or to a successor in connection with a merger, consolidation, corporate reorganization or sale of all or substantially all of its assets or business to which this Agreement relates, provided that the assignee agrees in writing to be bound by this Agreement.

20.7 Subcontracting

Menta may subcontract portions of the Services (including to payment processors, hosting providers and other vendors), provided that Menta remains responsible for the performance of its obligations under this Agreement.

20.8 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect, and the Parties will replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the Parties' original intent.

20.9 Waiver

No waiver by either Party of any breach or default under this Agreement will be deemed a waiver of any preceding or subsequent breach or default. Any waiver must be in writing and signed by an authorized representative of the waiving Party.

20.10 Remedies

Except as expressly provided otherwise in this Agreement, all remedies under this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available at law or in equity.

20.11 Counterparts

This Agreement may be executed in counterparts (including by electronic signature or PDF), each of which will be deemed an original and all of which together will constitute one and the same instrument.

20.12 Headings

Headings are included for convenience only and do not affect the interpretation of this Agreement.

Annex A — Services

1. Overview

This Annex A describes the Services that Menta will provide to Customer under the Agreement.

2. Integrated Secondary Market

2.1 Description. Menta enables an Integrated Secondary Market within the Platform that allows End Users to sell and buy Tickets to Events in an official, secure and controlled environment.

2.2 Key Features.

(a) Native Integration. The End User experience remains within the Platform, without redirects to external sites. The system operates in an automated manner, without requiring additional operational intervention by Customer.

(b) Verified Tickets. Only Tickets originally issued through the Platform can be listed for sale, eliminating the possibility of fraudulent or counterfeit tickets.

(c) Event-Specific Market. Each Event has its own Integrated Secondary Market that does not share inventory with other events, facilitating granular control of applicable rules and inventory.

(d) White-Label Experience. The interfaces provided by Menta maintain Customer's visual identity and branding, ensuring a consistent user experience.

(e) Fan-to-Fan and Secure. Transactions occur between registered and verified Users of the Platform, under rules established by Customer.

(f) Automation and Reporting. Automated processes for validation, notifications, settlements and associated workflows, supported by dashboards with real-time metrics to assist in decision-making.

2.3 Configurable Rules. Customer may configure rules for the Integrated Secondary Market at various levels (Event, show, Ticket category, price type), which may include, for example: (a) whether the Integrated Secondary Market is enabled for a given Event, show, Ticket category or price type; (b) the timing for activating the Integrated Secondary Market (e.g., upon sell-out of certain sections or the entire Event, or at defined dates or times); (c) minimum or maximum prices for Tickets listed in the Integrated Secondary Market; (d) maximum number of Tickets a User may list or purchase through the Integrated Secondary Market; and (e) other parameters aligned with Customer's strategy and policies.

2.4 Advanced Functionalities (if enabled). From time to time, and as agreed between the Parties, Menta may enable additional or "advanced" functionalities within the Services ("**Advanced Functionalities**"). Advanced Functionalities are optional and may vary by Customer, environment and Event. By way of example only, Advanced Functionalities may include: (a) enhanced user experience features, such as deeper visual or branding customization of resale flows within the Platform (including subdomains, on-screen flows and related communications); (b) additional communication and notification capabilities, such as automated or triggered emails, in-product messages or alerts related to listings, sales, purchases or Event status changes; (c) extended listing and discovery options, such as alternative ways of grouping or presenting Tickets, more granular search or filtering tools, or options for Users to express preferences for certain categories of Tickets; (d) flexible fee and pricing tools, such as configurations that allow Service Fees or other economic parameters to vary by Event or Ticket type, subject to Applicable Law; (e) decision-support or recommendation tools, such as indicative price

guidance or demand signals derived from historical and real-time data, where available; and (f) additional features for multi-date products (for example, season passes or similar products), such as options for holders of such products to manage or list individual Event dates, if supported in the underlying integration. The exact scope, availability and behavior of any Advanced Functionalities will be as described in the applicable documentation provided by Menta, as configured in Control Station and/or as otherwise agreed in writing between the Parties from time to time. Advanced Functionalities are developed, improved and updated by Menta on an ongoing basis, and Menta does not guarantee the availability of any particular Advanced Functionality for any specific Event or period. Menta may modify, suspend or replace Advanced Functionalities in its discretion, provided that any material adverse changes to Advanced Functionalities actually in use by Customer will be communicated in advance where reasonably practicable.

3. Control Station

3.1 Description. Control Station allows Customer to access data and metrics related to transactions in the Integrated Secondary Market and to configure the rules applicable to the Services.

3.2 Components. (a) Data and Metrics. Interactive dashboard with relevant data and metrics about the Integrated Secondary Market (e.g., number of listings, sales volumes, price distributions, conversion rates). Export to formats such as .csv may be available. (b) Rules Management. Interactive panel to set and modify rules applicable to the Services, including enabling/disabling the Integrated Secondary Market per Event or Ticket category, activation timing, maximum Tickets per User, minimum and maximum prices, and related parameters.

3.3 Responsibility for Rules. Customer will be solely responsible for establishing and maintaining the rules of the Integrated Secondary Market through Control Station.

4. Operational Suggestions and Accessory Services

4.1 Suggested Flow Adjustments. To ensure optimal operation of the Services, Menta may suggest adjustments to Customer's Platform and communications, such as: (a) updates to specific sections of the Platform (e.g., help section, refunds and cancellations section, homepage and Event pages); (b) review and updates of content (e.g., Event descriptions, terms and conditions, purchase policies and related legal or informational content); and (c) modifications to Customer's email communications (design and copy). Such suggestions are collaborative and not mandatory unless expressly agreed in writing.

4.2 Accessory Services. Customer is responsible for communication and marketing actions relating to the Services. Menta will use reasonable efforts to support Customer in such actions, which may include: (a) participation in coordination meetings with Customer's marketing team; (b) provision of reference materials, examples of graphic or audiovisual content; (c) participation in planning promotional campaigns and providing strategic recommendations on use of the Services; (d) assistance in drafting press releases or announcements related to Customer's use of the Services; and (e) support for digital campaign dissemination (e.g., social media, newsletters), subject to Menta's resource availability and prior coordination.

5. Support

5.1 End User Support. Customer is solely responsible for providing support to End Users, including for issues related to the Services.

5.2 Customer Support. Menta will provide support to Customer through Menta's support portal and ticketing system, which will be the system of record for all support requests related to the Services, and, as appropriate, via email and shared communication channels (such as Slack or similar tools) for status updates and coordination. Menta will provide such support in accordance with the severity definitions, response time targets and communication commitments set out in this Annex A. The service levels described in this Annex A are service level objectives only and do not constitute guarantees or independent warranties, and Customer's sole and exclusive remedies for any failure to meet such objectives will be those set forth in this Agreement.

5.3 Support Service Levels.

(a) System of Record; Ticketing Channel. Menta will provide support to Customer through Menta's support portal and ticketing system (currently Freshdesk), which will be the system of record for all support requests related to the Services. Unless otherwise agreed in writing, support requests must be submitted through this portal; any phone or messaging contact will be documented in a corresponding ticket.

(b) Severity Levels. Customer's support requests will be classified by Menta (in good faith and acting reasonably) into one of the following priority levels based on impact: **P1 – Critical:** sales blocked, complete or near-complete outage of the Services, or incident creating immediate and significant legal or commercial risk. **P2 – High:** significant functional impact with a feasible workaround available. **P3 – Medium:** limited or localized impact without material urgency. **P4 – Low:** general questions, guidance, feedback and feature requests.

(c) Initial Response Times. Menta will use commercially reasonable efforts to provide an initial human response to support tickets within the following target times, measured from ticket creation during applicable support hours: P1 – within 1 hour; P2 – within 4 hours; P3 – within 1 Business Day; P4 – within 2 Business Days. For P1 incidents, Menta will maintain 24/7 on-call coverage to achieve the target initial response.

(d) Target Resolution Times. Menta will use commercially reasonable efforts to achieve the following target resolution times (or, for P1, provide a temporary workaround) for issues that fall within Menta's reasonable control: P1 – workaround within 2 hours and target resolution within 8 hours from initial response (24/7 coverage); P2 – target resolution within 24 Business Hours; P3 – target resolution within 3 Business Days; P4 – resolution in line with Menta's product roadmap or periodic maintenance cycles.

(e) Communication Commitments. For all tickets, Menta will: (i) send an automatic acknowledgment including ticket number upon creation; (ii) provide an estimated time to next update or resolution in the first human response; and (iii) provide periodic updates, at least: every 60–120 minutes for P1, at least twice per Business Day for P2, and upon material status change for P3 and P4.

(f) Exclusions and Nature of SLA. The response and resolution targets in this Section 5.3 are service level objectives and not guarantees. They do not apply to delays or failures caused by: (i) Customer's or any third party's systems, infrastructure, integrations or networks (including the Platform and event organizer systems); (ii) failures, delays or errors of payment processors, card networks, banks or financial institutions; (iii) Customer's incorrect configuration or misuse of the Services; or (iv) Force Majeure Events (as defined in the Agreement). Failure to meet these objectives will not, by itself, constitute a breach of the Agreement, but Customer's sole and exclusive remedies will be those set forth in the Agreement (including, where applicable, escalation and termination rights).

6. Financial Operations – Merchant of Record

6.1 MoR Role. Menta will act as Merchant of Record for all transactions in the Integrated Secondary Market, as described in Section 15 of the Agreement. In such capacity, Menta will: (a) process payments from Buyer Users; (b) safeguard funds until payouts to Seller Users; (c) execute transfers to Seller Users; (d) collect Service Fees; (e) process refunds to Buyer Users for applicable Events; (f) remit transaction-level taxes for which Menta is legally responsible as MoR, as required by Applicable Law and as specified in Annex B; and (g) onboard Seller Users and ensure ongoing compliance through Stripe Connected accounts (which may include, but is not limited to, End Users' full name, date of birth, address, last 4 digits of SSN, bank account, etc.).

6.2 Intermediary Role. Customer acknowledges that Menta's role is to facilitate Ticket transactions between Seller Users and Buyer Users and that Menta does not itself buy or sell Tickets in the Integrated Secondary Market. For the avoidance of doubt, neither Menta nor Customer shall be deemed to be a ticket "reseller" or broker under any Ticket Resale Laws, and the Integrated Secondary Market is provided solely to facilitate lawful resale transactions between End Users.

7. Service Availability and Maintenance

7.1 Service Availability Objective. Menta will use commercially reasonable efforts to make the Services available at least 99.7% of the time, measured on a calendar-month basis ("**Availability Objective**"). The Availability Objective is a service level objective and not a guarantee.

7.2 Exclusions. For purposes of calculating availability, the Services will be deemed available during any period of unavailability that is caused by: (a) scheduled maintenance performed in accordance with Section 7.3; (b) emergency maintenance performed to address a security or stability risk; (c) Customer's or any third party's systems, infrastructure, networks or services (including the Platform, internet access, hosting providers, or event organizer systems); (d) failures, delays or errors of payment service providers, card networks, banks or financial institutions (including Stripe and its affiliates); (e) misuse of the Services or Menta Software by Customer or End Users, or use not in accordance with this Agreement; (f) Force Majeure Events (as defined in the Agreement); or (g) any configuration changes requested or made by Customer that adversely affect performance or availability.

7.3 Scheduled Maintenance. Menta may perform scheduled maintenance on the Services from time to time. Menta will use commercially reasonable efforts to: (a) schedule such maintenance during off-peak hours for the primary markets of the relevant Events; and (b) provide advance notice to Customer when maintenance is expected to cause material unavailability of the Services.

7.4 No Service Credits. The Availability Objective reflects a performance target only. Unless the Parties agree otherwise in a separate written service level agreement, Menta will not owe any service credits or other financial remedies solely due to failure to meet the Availability Objective. Customer's sole and exclusive remedies for any material or repeated failure to meet the Availability Objective will be those set forth in the Agreement (including termination rights, where applicable).

Annex B — Economic Terms: Service Fees, Result and Revenue Share

1. Service Fees to End Users

1.1 Service Fees. Menta, acting as MoR and using Stripe (including Stripe Connect), will charge Service Fees to Seller Users and Buyer Users for the use of the Integrated Secondary Market. Unless otherwise agreed in writing (including in the Order Form): (a) **Seller Users.** Fifteen percent (15%) of the amount the Seller User wishes to receive for the Ticket (inclusive of applicable transaction-level taxes), included within the Ticket price presented in the Integrated Secondary Market. (b) **Buyer Users.** Fifteen percent (15%) of the Ticket sale price (which already includes the Seller User fee described above), inclusive of applicable transaction-level taxes. Service Fees and any applicable transaction-level taxes will be clearly disclosed to End Users before completing a transaction.

2. Definitions

2.1 "Gross Service Fees" means the total Service Fees collected from Seller Users and Buyer Users for transactions completed in the Integrated Secondary Market during a given calendar month.

2.2 "Processing Costs" means all fees, charges, commissions and other amounts imposed by Stripe, card networks, banks and payment service providers in connection with transactions in the Integrated Secondary Market, including but not limited to processing fees, network fees, chargeback fees, payout fees and currency conversion fees (if any).

2.3 "Applicable Transaction Taxes" means any sales, use, value-added, excise or similar transaction-level taxes imposed on the sale of Tickets or the Service Fees, to the extent Menta is legally required to collect and remit such taxes as MoR, but excluding taxes on either Party's net income or gross receipts.

2.4 "Refund Costs" means (a) all amounts refunded to Buyer Users for Ticket purchases in the Integrated Secondary Market (including Ticket price and any refunded Service Fees), and (b) any unrecoverable Processing Costs associated with such refunds.

2.5 "Result" means, for a given calendar month:

Result = Gross Service Fees – Processing Costs – Applicable Transaction Taxes – Refund Costs – any other documented out-of-pocket costs directly related to the Integrated Secondary Market, as agreed in writing between the Parties.

3. Revenue Share

3.1 Shares of Result. The Menta Share and the Customer Share are the percentages of the Result set forth in Section 2.2 of the Order Form, which total one hundred percent (100%) of the Result. The Parties may adjust these percentages by mutual written agreement.

4. Refunds

4.1 Timing of Refunds. As a general rule, refunds of Ticket purchase amounts to Buyer Users related to the Integrated Secondary Market will only be processed before Menta has paid out the corresponding funds to the relevant Seller Users. If Customer wishes to grant refunds after payouts have been made, Customer will bear the cost of such refunds unless otherwise agreed in writing.

4.2 Service Fee Refunds. Service Fees paid by Buyer Users will be refunded only (a) where required by Applicable Law or card network rules, or (b) where the Parties expressly agree in writing.

4.3 Refund Costs. All refunded amounts to Buyer Users and any unrecoverable Processing Costs associated with such refunds will be treated as Refund Costs and deducted when calculating the Result.

5. Chargebacks

When a transaction in the Integrated Secondary Market is subject to a Chargeback, the disputed amount, any Chargeback-related fees, and associated Processing Costs will be treated as Processing Costs and deducted from the Result for the applicable month (or subsequent months, if needed). Menta will not be responsible or liable for, and the Result will not take into account, any chargebacks, disputes, refunds, fees, assessments or similar amounts arising out of or relating to primary ticket sales or any other transactions that are not processed through the Integrated Secondary Market ("**Primary Chargebacks**"). Any Primary Chargebacks, and any related fees or costs charged by card networks, banks or other payment providers, will be solely for Customer's account.

6. Reporting and Settlement Between the Parties

6.1 Monthly Statement. Within the first ten (10) Business Days of each calendar month, Menta will send Customer the Monthly Statement summarizing for the preceding month: (a) Gross Service Fees; (b) Processing Costs; (c) Applicable Transaction Taxes; (d) Refund Costs; (e) the Result; and (f) the Menta Share and Customer Share.

6.2 Payment of Customer Share. Within five (5) Business Days following delivery of the Monthly Statement, Customer must issue an invoice to Menta for the amount of the Customer Share. Menta will pay such invoice within five (5) Business Days of receipt by ACH or wire transfer to the account designated by Customer. The Parties may alternatively agree in writing that Menta will remit the Customer Share without requiring an invoice, provided the arrangement complies with applicable tax and accounting rules.

6.3 Late Payments. Any undisputed amount not paid when due will accrue interest at the lesser of (a) one and one-half percent (1.5%) per month, or (b) the maximum rate permitted by Applicable Law, from the due date until paid in full.

6.4 Taxes between the Parties. Each Party is responsible for its own income, profit or gross receipts taxes. Applicable Transaction Taxes collected and remitted by Menta as MoR are treated as described in this Annex B and are not part of either Party's income for purposes of this Agreement.

Annex C — Menta Marks

This Annex C covers Menta’s registered and unregistered trademarks and logos authorized for use by Customer under Section 8.4 of the Agreement. The applicable marks are the “menta tech” word mark and the menta tech logo, together with any other trademarks or logos Menta uses in connection with the Services, and Menta may add to, update or withdraw such marks from time to time by written notice to Customer.

Annex D — Customer Marks

This Annex D covers Customer's registered and unregistered trademarks and logos authorized for use by Menta under Section 8.4 of the Agreement. The applicable Customer brand name(s) and logo(s) are those identified and provided by Customer to Menta in writing (including by email), and Customer may add to, update or withdraw such marks from time to time by written notice to Menta.

Annex E — Processing Costs (Stripe and Other Payment Providers)

1. Definition. Processing Costs include, without limitation: (a) Stripe's processing fees for card and other payment methods; (b) card network fees, interchange, assessments and scheme fees; (c) chargeback and dispute fees; (d) payout and transfer fees (including cross-border or currency conversion fees, if applicable); (e) any bank or payment provider charges directly related to processing payments or payouts for transactions in the Integrated Secondary Market; and (f) fees for any Stripe Connect add-on services used in connection with the Integrated Secondary Market, currently including, without limitation, Stripe Tax for Connect, Stripe Radar for Connect, and Stripe's tax reporting services for platforms (such as 1099-K preparation and e-filing).

2. Current Schedule. As of the Effective Date, Processing Costs for payments processed via Stripe are based on Stripe's then-current standard published pricing for Stripe Connect and any Stripe Connect add-on services used for the Integrated Secondary Market (including, as applicable, Stripe Tax, Stripe Radar and Stripe's 1099-K tax reporting services), without any markup by Menta. Stripe's standard pricing for Stripe Connect is currently published at <https://stripe.com/connect/pricing> (or any successor URL designated by Stripe). For clarity, Menta does not increase or surcharge Stripe's standard fees; all such amounts charged by Stripe and other payment providers in respect of transactions in the Integrated Secondary Market are passed through as Processing Costs under this Agreement.

3. Changes in Processing Costs. Any change in Processing Costs imposed by Stripe, card networks or other payment providers (including changes to Stripe's standard Stripe Connect pricing or its add-on services such as Stripe Tax, Stripe Radar or tax reporting services) will automatically be reflected in the Processing Costs under this Agreement as of the effective date of such change. Menta will use commercially reasonable efforts to notify Customer of material changes in Processing Costs that Menta becomes aware of, promptly after receiving notice from Stripe, card networks or other payment providers.

— End of General Terms, Version 1.0 —

Permanent URL: <https://legal.mentatech.io/terms/v1.0>

This version is immutable. Subsequent versions will be published at distinct URLs.