

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2018

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 001-38658

**EVENTBRITE, INC.**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

14-1888467

(I.R.S. Employer  
Identification Number)

155 5th Street, 7th Floor  
San Francisco, CA 94103  
(415) 692-7779

(Address, including zip code and telephone number, including area code, of Registrant's principal executive offices)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class

Class A Common Stock, \$0.00001 par value per share

Name of exchange on which registered

New York Stock Exchange

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act.  Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging Growth Company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of February 28, 2019, 11,502,993 shares of the registrant's Class A common stock and 67,101,088 shares of the registrant's Class B common stock were outstanding.

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant, based on the closing price of the shares of common stock on September 20, 2018 as reported by the New York Stock Exchange on such date was approximately \$419.8 million. The registrant has elected to use September 20, 2018, which was the initial trading date on the New York Stock Exchange, as the calculation date because on June 30, 2018 (the last business day of the registrant's most recently completed second fiscal quarter), the registrant was a privately held company. Shares of the registrant's common stock held by each executive officer, director and holder of 5% or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

#### DOCUMENTS INCORPORATED BY REFERENCE

Part III of this report incorporates information by reference from the definitive Proxy Statement to be filed within 120 days after the end of the registrant's fiscal year ended December 31, 2018.

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**EVENTBRITE, INC.**  
ANNUAL REPORT ON FORM 10-K  
FOR THE FISCAL YEAR ENDED  
DECEMBER 31, 2018

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## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that involve substantial risks and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as "may," "will," "appears," "shall," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential," or "continue," or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Forward-looking statements contained in this Annual Report on Form 10-K include, but are not limited to, statements about our future financial performance, including our revenue, costs of revenue and operating expenses; our anticipated growth and growth strategies and our ability to effectively manage that growth; our ability to achieve and grow profitability; the sufficiency of our cash, cash equivalents and investments to meet our liquidity needs; our ability to maintain the security and availability of our platform; our predictions about industry and market trends; our ability to attract and retain creators; our ability to successfully expand internationally; our ability to maintain, protect and enhance our intellectual property; our ability to attract and retain qualified employees and key personnel; our ability to comply with modified or new laws and regulations applying to our business; our ability to successfully defend litigation brought against us; the increased expenses associated with being a public company; and our outstanding debt under our term loan facility.

The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties, and other factors described in the section titled "Risk Factors" and elsewhere in this Annual Report on Form 10-K. We caution you that the foregoing list may not contain all of the forward-looking statements made in this Annual Report on Form 10-K. You should not rely upon forward-looking statements as predictions of future events.

All forward-looking statements are based on information and estimates available to the Company at the time of this Annual Report on Form 10-K and are not guarantees of future performance. We undertake no obligation to update any forward-looking statements made in this Annual Report on Form 10-K to reflect events or circumstances after the date of this Annual Report on Form 10-K or to reflect new information or the occurrence of unanticipated events, except as required by law.

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## PART I

### Item 1. Business

#### Overview

We founded Eventbrite to bring the world together through live experiences. We believe live experiences are fundamental to fulfilling a human desire to connect. Our company serves event creators—the people who bring others together to share their passions, artistry and causes through live experiences—and we empower their success.

We built a powerful, broad technology platform to enable creators to solve the challenges associated with creating live experiences. Our platform integrates components needed to seamlessly plan, promote and produce live events, thereby allowing creators to reduce friction and costs, increase reach and drive ticket sales. By reducing risk and complexity, we allow creators to focus their energy on producing compelling and successful events.

We succeed when creators succeed. Our business model is simple: we charge creators on a per-ticket basis when an attendee purchases a paid ticket for an event. We grow with the creators as they plan, promote and produce more events and grow attendance. In 2018, we helped more than 790,000 creators issue approximately 265 million tickets across approximately 3.8 million events in over 170 countries.

Creators face numerous challenges in planning, promoting and producing events. These challenges stem from complex and interdependent workflows required before, during and after events. Creators have historically relied on a fragmented set of online and offline tools that inhibit, rather than enhance, these workflows. While some of the largest professional event creators have access to costly technology systems for event management, many creators lack the budget and staff necessary to benefit from these legacy technologies. Our comprehensive platform is designed to be easy to use and intuitive while providing sophisticated capabilities to the widest range of event creators.

We designed our platform for all creators, regardless of category, country, size or type of event. We enable events ranging from fundraisers, seminars, wellness activities and music festivals to classes and cultural celebrations all over the world. Anyone can create or discover events on Eventbrite. This allows more creators to produce original and compelling experiences, attracting more attendees to these experiences. As a consequence, we believe we are expanding the global market for live experiences.

Our platform meets the complex needs of creators through a modular and extensible design. It can be accessed from Eventbrite.com, our mobile apps and through other websites. This modularity facilitates rapid product development and allows third-party developers to integrate features and functionality from Eventbrite into their environment. Our platform also allows developers to seamlessly integrate services from third-party partners such as Salesforce, Facebook and HubSpot. Importantly, we have designed our platform to produce consistent and reliable performance, handling both surges in traffic and transaction volume associated with high-demand on-sales and the load associated with supporting millions of events each year. This approach gives creators a platform that can scale to their needs, offering everything from basic registration and ticketing to a fully-featured event management platform.

This platform approach has allowed us to pioneer a powerful business model that drives our go-to-market strategy and allows us to efficiently serve a large number and variety of creators. We believe our business model will enable us to achieve and grow profitability as we increase our scale. We attract creators to our platform through multiple means, including prior experience as attendees, word of mouth from other creators, our prominence in search engine results, the ability to try our platform for free events and our library of content. More than 98% of creators who used our platform in 2018 signed themselves up for Eventbrite, and in 2018, we derived 56% of our net revenue from these creators. We augment this model with a highly-targeted sales team that focuses on acquiring creators with events in specific categories or countries. Substantially all of our creators create and manage events without the need for service or support.

## Trends in Our Favor

We believe live experiences are fundamental to fulfilling a human desire to connect. This interest in human connection drives the creation of more diverse events today than ever before, ranging from consumer-focused experiences such as music concerts and beer festivals, to cause-related events like marches, fundraisers and political rallies. According to an Eventbrite survey conducted by Crowd DNA, four out of five adults surveyed in our top four geographic markets in April 2017 attended a live event in the past year, indicating broad interest in events.

A combination of trends in consumer behavior and technology is increasing the role and importance of live experiences and provides a tailwind for our market opportunity. We call this the “experience economy.”

- **Consumer Preferences Shifting to Experiences.** We are in the middle of a societal transition to a world that prioritizes experiences over goods. According to the U.S. Bureau of Economic Analysis, growth in consumer spending on experiences in the United States has consistently outpaced overall growth in consumer spending from 2001 to 2016, even during periods of economic recession. In a proprietary report that we commissioned, over 70% of adults surveyed in our top four geographies in April 2017 reported they would rather spend money on experiences as compared to material goods.
- **Rising Importance of Experiential Marketing.** Live experiences have become increasingly critical in connecting companies, products and brands to their target audiences. According to a 2017 eMarketer survey, events were rated as one of the most effective marketing channels used by business-to-business marketers to engage with potential customers and nearly 70% of marketing decision makers in the United States planned to increase spending on events in the coming year.
- **Content Owners Extending Monetization.** Thanks to the rise of digital distribution of content, today, traditional media companies and content owners enjoy a closer relationship with some of their end users. As a result, these media companies and content owners increasingly leverage data with direct marketing capabilities to target these end users with live experiences. Live music sales have grown steadily over the past 15 years, and are the primary source of revenue for artists in the U.S. music industry.
- **Technology Acting as an Enabler.** Recent advances in mobile, social media, cloud software and other digital technologies act as a catalyst for live experiences. Internet ubiquity and smartphone adoption propel the use of online and mobile ticketing, reducing the discovery and transactional friction associated with acquiring tickets. Social media enables attendees to become evangelists of events and serves as a low-cost promotion tool and distribution channel, improving the efficiency of attendee acquisition for event organizers. The shift to cloud has led to the emergence of a low-cost infrastructure upon which we can build powerful, self-service software.

## Our Value Proposition

Our platform supports a wide range of creators through a simple interface with capabilities that are powerful and reliable and scale with their needs, delivering the following benefits:

- **Streamlined Creator Experience.** Our platform is designed to be powerful, yet easy to use, and to seamlessly support the entire lifecycle of an event. Creators are able to use our platform without training, support or professional services. As a result, our platform reduces the time and effort necessary to produce live experiences. Creators can launch an event on the platform in a matter of minutes. Our platform scales with creators. Many creators begin to use our platform for free gatherings and evolve to paid events of various sizes.
- **Reduced Cost to Manage Events.** Our platform is available for anyone to use for free, and we offer a range of attractively-priced packages to serve a variety of creator needs. Not only is our product affordable, but creators often find they can do more on their own, reducing the need for staff and other third-party vendors.
- **Real-Time Insights.** Platform analytics bring insight to creators about multiple dimensions of an event, allowing them to make real-time decisions that directly impact attendance, revenue, profitability and the attendee experience.

- **Trusted Attendee Experience.** Event registration and payments are the first touch points of the attendee with the creator brand and are critical to create an overall positive experience. Attendees are able to register, purchase and access their tickets in a few taps of a smartphone or clicks on their computer. The speed of the registration process maximizes conversion during the purchase flow and, therefore, enhances the creators' return on marketing efforts. Furthermore, our digital tickets remove friction associated with traditional box offices and enable streamlined entry through a variety of technological improvements in access control and queuing.
- **Extended Creator Reach.** We have a number of capabilities to help connect attendees' individual interests with creators' events. Search and browse functionality allows attendees who are in the market for a particular event to easily find it on Eventbrite or through our search engine prominence. Additionally, our platform supports social sharing and has deep integrations with distribution partners where we extend the reach of creators' events to new and relevant audiences. Finally, we offer creators access to a number of paid marketing channels to drive additional sales.

#### **Our Strengths**

- **Our Comprehensive Platform Serves Any Creator.** Our platform combines deep functionality designed to serve sophisticated creators yet is intuitive and easy to use for creators of all types. This platform is modular and extensible, allowing us to build new capabilities quickly and to integrate with best-in-class third-party services. In 2018, our platform supported 3.8 million events in more than 170 countries on a cloud-based infrastructure.
- **Our Business Model Has Cost Advantages in Creator Acquisition and Operations.** Creators become aware of Eventbrite through word of mouth, exposure from purchasing tickets as attendees and our search engine prominence, a free offering that drives paid adoption and our relevant professional content. More than 98% of creators who used our platform in 2018 signed themselves up for Eventbrite. Our single global system combined with self-service functionality allows us to reduce cost of operations and optimize service delivery. These drivers have allowed us to grow our gross profit per employee at a compound annual growth rate of 18% between 2014 and 2018.
- **Our Commitment to Creators Shapes Our Culture.** Our creator-centric culture drives innovation, high performance and global sensibility. Creators inspire product evolution and help us to attract a mission driven talent base with similar passion and commitment. This unique environment and focus on people and culture feeds the productivity and engagement of our team, driving long-term success for creators and our business.

#### **Our Growth Strategy**

- **Attract New Creators to Our Platform.** We will continue to broaden the reach of our platform by efficiently attracting new creators. We will continue to leverage a number of creator acquisition triggers, such as prior experience as attendees, word of mouth from other creators, our prominence in search engine results, the ability to try the product for free events and our library of content. By serving these new creators, we aim to benefit from the variety of high quality events they bring to our platform and enhance our reputation, driving further creator acquisition through word of mouth and referrals.
- **Add Capabilities to Better Serve Specific Categories.** The breadth of our platform has enabled us to build a strong historical track record of expanding our business by developing capabilities to better address specific event categories. For example, in 2016, we decided to focus on independent music venues by building out category-specific capabilities on our platform. We will continue to strategically add category-specific capabilities, expanding the breadth and depth of our platform.
- **Add Capabilities to Better Serve Specific Countries.** Eventbrite is globally available. In 2018, our platform supported events in more than 170 countries. However, every country is unique and requires a thoughtful process to support creators. As we serve more creators in specific countries, we intend to localize our platform by adding new capabilities, often around local payment methods or supporting local tax systems, in order to further scale in these markets.

- **Develop New Revenue Streams Based on Complementary Offerings.** As we grow and evolve with creators, we plan to develop new capabilities and solutions to enhance our core offering. These capabilities and services allow us to better serve creators, unlocking additional revenue streams and developing opportunities with attendees directly. For example, we currently offer web and mobile development on our proprietary platform to help creators express their brands through their event listing page, profile page, email and other event-related digital assets. We intend to continue to invest in these types of solutions by monitoring changing creator and attendee needs and developing offerings where we see the greatest opportunity for growth.
- **Selectively Acquire Businesses Focused on Serving Creators.** We have been successful leveraging our platform to make selective acquisitions that have contributed to creator and revenue growth. We accelerated our momentum through the acquisitions of ticketscript, Ticketfly, Ticketea and Picatic. By finding like-minded teams who share a common ethos around serving creators, we can continue to expand and offer new capabilities to existing creators. The modularity and extensibility of our platform enables us to integrate and migrate creators to the Eventbrite platform, allowing us to quickly deprecate the acquired technology and associated costs.

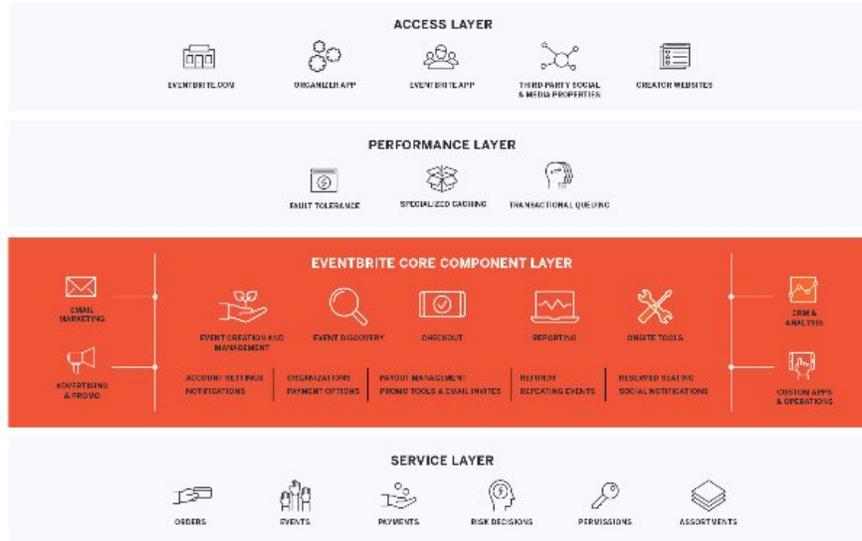
## Our Technology Platform

To enable creators to more easily plan, promote and produce successful events independent of size, category or geographic location, we have designed a powerful and comprehensive platform. Our platform's cloud-based architecture supports a modular and extensible design that facilitates rapid product development and innovation by our internal development teams, our external partners and a broad developer ecosystem.

The five core tenets guiding our platform design are:

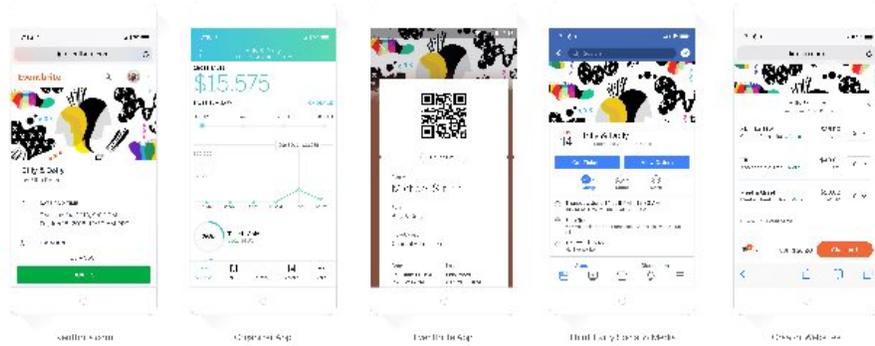
- **Accessibility.** We build intuitive mobile and Web applications that connect to a single platform. Creators can choose how they interface with our platform. Their access is not limited by the channels they prefer.
- **Modularity.** Our core capabilities are built as independent components and solutions so that they can be efficiently modified without redeploying the entire codebase. Similarly, new capabilities can be easily added without disturbing the functionality of the existing platform. This approach fuels rapid product development.
- **Extensibility.** We can extend our platform to integrate third parties, enabling creators seamless access to best-in-class partners. We also extend their reach by building Eventbrite into social and media properties with large audiences.
- **Flexibility.** Our proprietary and third-party components exist on our common platform, allowing creators to seamlessly customize their experience by choosing different functionalities for each event.
- **Reliability.** We can centrally manage the performance of our platform, providing oversight and monitoring of that performance to support high-demand on-sales while continually monitoring for fraudulent or malicious activity.

Our platform is visually depicted below.



Currently, our platform is hosted in the cloud by Amazon Web Services (AWS). AWS supports our platform’s multiple layers, variances in load and global demand by allowing us to reserve server capacity in varying amounts and sizes distributed across multiple regions of the world. In February 2012, we entered into an agreement with Amazon Web Services, Inc. for the use of cloud services from AWS. Such agreement will continue indefinitely until terminated by either party. In a December 2017 addendum to such agreement, we committed to spend an aggregate of at least \$12.5 million between January 2018 and December 2020 on AWS services (\$5.0 million in 2018, \$3.5 million in 2019 and \$4.0 million in 2020). If we fail to meet the minimum purchase commitment during any year, we may be required to pay the difference. We pay AWS monthly, and we may pay more than the minimum purchase commitment to AWS based on usage.

## Our Access Layer



- **Eventbrite.com.** Creators, attendees and consumers who use our platform to search for events access Eventbrite’s broad functionality through our responsively designed website.
- **Organizer App.** Creators access Eventbrite through our proprietary creator app available on both Android and iOS. This app is customized specifically to help creators quickly create, manage and handle onsite needs.
- **Eventbrite App.** Consumers access Eventbrite through our proprietary consumer app available on both Android and iOS. This app is customized specifically to help consumers quickly discover, purchase and gain access to events.
- **Third-Party Social and Media.** Our integrations with distribution partners provide consumers access to our transactional capabilities. All events are automatically distributed to these partners and most partners have invested in integrations that allow sales to happen natively on the partner site. We have more than 50 partners today, including Google, Facebook, Spotify, Instagram and Bandsintown.
- **Creator Websites.** Eventbrite powers many creator sites, allowing both creators and their audiences to directly interact with the Eventbrite platform through a variety of integrations. This includes our embedded checkout widget to power native transactions directly within the creator’s website, increasing conversion and maintaining engagement in the creator’s brand post-transaction.

## Our Performance Layer

We strive to maintain consistent performance in spite of significant variations in the load placed upon our platform at different points in time. Our platform regularly supports events which sell tens of thousands of tickets in just minutes, often with significantly more page views or inventory requests than the total capacity of the event. The timing of high demand episodes is unpredictable, and we accommodate them while managing our typical volumes.

There are three critical mechanisms to ensure this high level of steady-state performance:

- **Fault Tolerance.** Although Eventbrite is entirely in the cloud, all of our solutions are designed to handle failures either in critical support infrastructure like site operations or payments. For these kinds of solutions, we either run in multiple “zones” to avoid issues with a failure in any one zone or run multiple partners with the ability to fail-over to different partners depending on availability.
- **Specialized Caching.** We have developed specialized caching schemes that render common portions of our components in a highly efficient manner. Instead of requiring the whole page to render with every request straight from our data stores, we can cache elements to ensure consumers have quick load times and so the overall performance of the site is not degraded.

- **Transactional Queuing.** We have a proprietary transaction queueing system that tracks the order of arrival of potential ticket buyers across all Eventbrite channels, ensuring that all consumers have fair access to inventory, every time, no matter what channel they use.

Success in delivering a high level of steady-state performance depends on handling episodes of high demand amid a consistently large volume of events. Our efforts here have allowed us to maintain 99.99% system uptime on the Eventbrite platform over the last six years.

### Our Core Component Layer

Components are modular elements purpose-built to be shared across points of access. Eventbrite components can be extended to third-party platforms. Additionally, we can integrate third-party components into our platform, giving third parties access to these components while using our platform.

Some of the most important components include:

- **Event Creation and Management.** Creators can set up professional ticketing and registration pages within minutes, on any device. They can customize this flow to include multiple ticket types and specifications, design checkout forms, integrate fundraising, implement waitlists and more. Once an event is published, it is immediately available to be managed both online and in our creator apps.
- **Event Discovery.** We take into account consumers' interests and purchase behavior to drive discovery of relevant events and deliver incremental audience and ticket sales to creators. Consumers can search for live experiences by location, date or type of event, save those they are interested in and follow creators to receive a more personalized experience.
- **Checkout.** Our platform supports transactions across multiple modes of access. No matter how a consumer comes to Eventbrite, they encounter the same high-performance purchase flow. While ensuring a high-conversion experience, this component also ensures that we track inventory and test for fraud or other malicious activity. Our apps also allow attendees to store and access tickets conveniently on their mobile devices.
- **Reporting.** Creators can also track performance through various charts and reports, review data from past events, install tracking pixels and promote their events on social media.
- **Onsite Tools.** On the day of the event, we help creators with ticket scanning, streamlined entry and maintaining accurate counts and we also provide point-of-sale solutions.

Importantly, we are not limited to components that we have created. With Eventbrite Spectrum, we have a platform of more than 100 extensions and API integrations that bring essential software tools and adjacent workflows directly into Eventbrite. Example of areas where we use extensions to enhance creator functionality include:

- **Email Marketing.** More than ten email marketing software (EMS) providers plug into the Eventbrite APIs to deliver a unified experience of event management and email marketing. Creators are able to leverage integrations with MailChimp, AWeber, Emma and many other leading EMS providers.
- **Advertising & Promotion.** Through partner extensions, we give creators access to a range of promotional and advertising solutions that allow them to reach a wider audience and sell more tickets. These include solutions that enable the automation of social media advertising, software for running word of mouth marketing campaigns and deep integrations with media properties that offer incremental reach and awareness.
- **CRM & Analytics.** Creators are able to connect Eventbrite to a range of industry-leading customer relationship management and analytics tools through partner-built integrations. These include tools such as Salesforce, HubSpot and Zoho.
- **Mobile Apps and Event Operations.** Creators can take advantage of a number of best-in-class event technology providers, ranging from event mobile apps, badge and ticket printing, session scheduling and live streaming.

## Our Service Layer

The base layer of our platform is a set of services accessible through programmer interfaces that allow all developers access to the platform's data and capabilities in a powerful, secure and intuitive way.

Key services include:

- **Orders.** Our order service enables transactions on Eventbrite.com, our organizer and consumer apps, API-driven transactions from our distribution partners and embedded checkout from within creators' websites.
- **Events.** Our event service captures all data around an event in the creation flow regardless of how the service is accessed and renders this data in the appropriate format depending on how the event is accessed.
- **Payments.** We deliver an integrated payment solution for creators as a Level 1 PCI-DSS Compliant Merchant and Service Provider. Despite having multiple vendors, our integrated approach allows us to offer a simple onboarding process, a seamless checkout experience, quick refunds for attendees, simple payout schedules and a unified chargeback process. In September 2017, we announced a partnership with Square where Square would become our primary online payment processing partner for EPP in the United States, Canada, Australia, the United Kingdom as well as any new territories Square enters into over time. Square will also become our exclusive payment processing partner for all of our point-of-sale solutions in those same territories. We estimate that the first online transaction will be processed through EPP using Square in 2019, but we are moving forward with the point-of-sale partnership as expediently as possible.
- **Risk Decisions.** We have built a risk and fraud system that uses machine-learning models and business rules to evaluate every transaction processed for fraud and malicious use in milliseconds. This system uses hundreds of features and data points to inform fast and accurate decisions with low false positive rates. The systems and operations that we have created to fight fraud have become a key strategic advantage.
- **Permissions.** Our comprehensive permissions handling service controls access to all of our platform capabilities. This system enables creators with more complex needs to handle multi-user access, multiple roles and collaboration on events and accounts.
- **Assortments.** We offer creators multiple packages at different price points to allow them to select the perfect package for their needs. Our creators have access to specific features, APIs and services based on their selected package.

## Our Go-To-Market Strategy

Our go-to-market strategy allows us to efficiently serve a large number and variety of creators. We attract creators to our platform through multiple means. Our category leadership and diversity of event types brings creators to us through word of mouth or their experiences as attendees at events produced by other Eventbrite creators. In addition, we are a leading publisher and distributor of content, which elevates our brand and drives prominence in search engine results. Finally, we make our platform available for free events, which allows us to attract many creators who then use our solution for paid events. More than 98% of creators who used our platform in 2018 signed themselves up for Eventbrite and in 2018, we derived 56% of our net revenue from these creators. We augment these efforts with a highly-targeted sales team that focuses on acquiring creators with events in specific categories or countries.

Key components of our go-to-market strategy are described below:

- **Awareness.** A significant number of creators become aware of us through either word of mouth or interacting with our platform as attendees. In a 2016 internal survey of more than 3,000 global creators, 36% of creators reported first learning about Eventbrite through word of mouth and 34% of creators reported first learning of Eventbrite by attending events produced by other Eventbrite creators. Both of these factors have helped us grow organically with low creator acquisition costs.
- **Professional Content.** By creating valuable content focused on creator needs, we make creators aware of us as a place for high quality, professional articles housed in a constantly evolving knowledge hub, leading creators to discover our platform as an event management solution. We published approximately 1,400 pieces of content in 2018, translating this content into five languages and localized for eleven countries. Based on Internet traffic, we believe we are the largest online publisher of professional content targeted at creators.

- **Search Engine Prominence.** We enjoy an advantage in search engine prominence, driving material organic traffic to our website at no cost. Eventbrite.com is among the top 100 most linked-to sites on the Internet, granting it one of the highest domain authority scores. We enhance this advantage through search engine prominence, resulting in a steady stream of professional creators who come to Eventbrite directly as part of their search for an event management solution.
- **Free-to-Paid Conversion.** Our “free for free events” approach attracted more than 400,000 free creators to our platform in 2017. Since 2015, approximately 17% of creators who have produced a free event have gone on to host a paid event within twelve months of their first free event. In addition, our comprehensive platform supports a global go-to-market strategy and allows us to enter new markets or new categories with minimal additional cost.

## Packages

We enhanced our go-to-market approach by adding pricing packages to our services in September 2017, in order to be able to meet the varying needs of creators who come to our platform. To help drive the growth of our business, we periodically adjust the pricing of our packages.

We offer three different pricing packages with corresponding levels of features to provide flexibility for each creator: Essentials, Professional and Premium.

- **Essentials.** The Essentials package offers the capabilities required for a simple event at an attractive price. Creators can build a mobile-optimized event page, accept secure payments, use our free promotional solutions, track sales and benefit from time-saving integrations and give attendees a simple, secure checkout experience.
- **Professional.** With the Professional package, creators get everything in Essentials plus unlimited ticket types, ticket sales on their own sites, detailed sales analytics, customizable registration forms, payouts before events, reserved seating and comprehensive support.
- **Premium.** The Premium package takes everything in the Professional offering and adds account management and access to a number of complementary solutions that enable these creators to scale. Premium features include branded community pages, installment payments, product training, team access and permissions, onsite staffing and support, access control technology, 24/7 phone support and more.

Our packages allow us to address specific types of creators with a targeted offering that balances price and functionality, covering a greater spectrum of creator willingness-to-pay. We believe this approach will allow us to optimize revenue in new creator cohorts in the future.

## Our People, Culture and Values

Our mission is to bring the world together through live experiences, and we like to think about working at Eventbrite as the ultimate live experience, which we refer to as the “Briteling Experience.” This experience is built on the foundation of our five core values:

- **Be a creator.** Since day one, making it happen has been part of our DNA. It is essential to our success and integral to our culture. We are innovators and doers. We are creators.
- **Go all in.** Great ideas come to life when pursued with conviction. With the confidence to take smart risks and learn from failures, we dream big and go all in. It’s how success is made.
- **Simplify it.** Creating events is a complex and ambitious effort, so we strive to tackle that complexity at every turn and make it easy for creators to succeed.
- **Let ’em in.** Authenticity invites the conversations and connections that can inspire incredible growth. We encourage being yourself and welcoming diverse perspectives.
- **Choose brilliance.** We never opt for anything less than our best. We choose brilliance because our mission requires it—and it’s what our creators deserve.

We support a global workforce, with 14 offices in 11 countries, serving creators across the world. We maintain operations in the United States, Argentina, Australia, Belgium, Brazil, Canada, Germany, Ireland, the Netherlands, Spain and the United Kingdom.

As of December 31, 2018, we had a total of 1,094 employees, of which 1,075 were full-time employees and 37% of our total employees were located at our headquarters in San Francisco, California.

## Competition

The market for event management solutions is highly fragmented and is impacted by shifting creator and attendee needs and changing technology and consumer trends. We also compete with internally-developed systems. This competitive landscape provides creators and attendees with many channels to promote or engage with live experiences.

We believe that competition varies by market, category, country and creator type, and that the most critical dimensions of competition are the following:

- breadth and depth of functionality;
- quality and reliability of the technology;
- ability to assist creators in getting access to more potential attendees;
- ability to address the needs of specific categories;
- ability to adapt to specific geographies;
- pricing level and pricing model;
- reputation and brand as a seamless, transparent and secure platform for creating and attending live experiences;
- flexibility and integration of technology with complementary products and services;
- capabilities that create a comprehensive set of event management functionality that help power creator success;
- ability to provide mobile event management and ticketing; and
- willingness to offer creators access to capital ahead of the event.

We believe that our focus on providing a seamless experience for creators and attendees and a powerful but easy-to-use platform differentiate us from our competitors and that we compete favorably with respect to the factors above.

We do not typically compete with event management providers who sell sports, music and concert tickets in the world's largest stadiums, arenas and amphitheatres. This market is characterized by multi-year financial commitments including operating leases and outright ownership of venues with commensurately higher fee structures to support the higher real estate-based cost. We also believe these systems are impractical for the majority of event creators, as they often require significant costs, substantial amounts of on-premises equipment and software customization. Finally, this segment of the market is challenged by distinct factors such as widespread and unauthorized and often highly-regulated secondary ticketing. Further, we also do not compete for every type of ticket. For instance, we do not currently participate in the movie or airline markets. Therefore, we do not consider all "ticketing" companies to be competitors.

In assessing our competitive landscape, although we believe that no single competitor focuses on all of the same markets, geographies, categories and creator types as we do at the same scale, we believe that our competitors fall into two broad groups:

- **Event management software vendors.** These providers are dedicated to a particular category of events, and typically in a limited number of countries. They often focus on providing solutions for larger scale, professional affairs, relying on a sales-driven go-to-market strategy that can be high cost and often involves the use of capital in the form of signing fees and advances to secure contracts. Lastly, their offerings tend to be proprietary on-premises software. This group also includes many internal systems, which typically lag in adoption of more modern architectures.
- **Smaller long-tail providers.** These providers are typically smaller in scale and have limited technology and feature functionality. While they typically use modern development methods and use a cloud infrastructure, they may lack the scale to take advantage of the efficiencies of a platform approach.

## **Our Product Development Approach**

We invest substantial resources in product development to enhance our platform and develop new products and features.

Our product development organization consists of world-class engineering, product and design teams. As of December 31, 2018, we had 364 professionals across these teams, representing approximately 33% of our total employees. Our engineering, product and design teams work together to drive continual innovation.

In 2018, 2017 and 2016, product development expenses were 15.8% , 15.2% and 17.0% of net revenue, respectively.

## **Intellectual Property**

We protect our intellectual property through a combination of trademarks, domain names, copyrights, trade secrets and patents, as well as contractual provisions and restrictions governing access to our proprietary technology.

We registered “Eventbrite” as a trademark in the United States, Australia, Argentina, Brazil, Canada, China, European Union, Germany, Ireland, the Netherlands, Mexico, Spain, the United Kingdom and certain other jurisdictions. We also have filed other trademark applications in the United States, Argentina, Australia, Brazil, Canada, Germany, Ireland, the Netherlands, Spain, the United Kingdom and certain other jurisdictions, and will pursue additional trademark registrations to the extent we believe it would be beneficial and cost effective.

As of December 31, 2018, we had 13 issued patents, which expire between 2031 and 2032, and two patent applications pending in the United States. These patents and patent applications seek to protect proprietary inventions relevant to our business. We intend to pursue additional patent protection to the extent we believe it would be beneficial and cost effective.

We are the registered holder of a variety of domain names that include “Eventbrite” and similar variations.

In addition to the protection provided by our registered intellectual property rights, we also enter into confidentiality agreements with our employees, consultants, contractors and business partners. Our employees, consultants and contractors are also subject to invention assignment agreements, pursuant to which we obtain rights to technology that they develop for us. We further protect our rights in our proprietary technology and intellectual property through restrictive license and service use provisions in both the general and product-specific terms of use on our website and in other business contracts.

## **Regulatory**

We are subject to a number of U.S. federal and state and foreign laws and regulations that involve matters central to our business. These laws and regulations may involve privacy, data protection, intellectual property, competition, consumer protection, export taxation or other subjects. Many of the laws and regulations to which we are subject are still evolving and being tested in courts and could be interpreted in ways that could harm our business. In addition, the application and interpretation of these laws and regulations often are uncertain, particularly in the new and rapidly evolving industry in which we operate. Because global laws and regulations have continued to develop and evolve rapidly, it is possible that we may not be, or may not have been, compliant with each such applicable law or regulation.

The Telephone Consumer Protection Act of 1991 (TCPA) restricts telemarketing and the use of automatic text messages without proper consent. The scope and interpretation of the laws that are or may be applicable to the delivery of text messages are continuously evolving and developing. If we do not comply with these laws or regulations or if we become liable under these laws or regulations due to the failure of our customers to comply with these laws by obtaining proper consent, we could face direct liability.

## **Information about Geographic Revenue**

Information about geographic revenue is set forth in Note 15 of our Notes to our Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

## **Corporate Information**

Eventbrite Inc. was incorporated in Delaware in March 2008. Our corporate headquarters are located at 155 Fifth Street, Seventh Floor, San Francisco, California 94105. Our website address is [www.eventbrite.com](http://www.eventbrite.com). Information contained on, or that can be accessed through, our website does not constitute part of this Annual Report on Form 10-K.

**Additional Information**

The following filings are available through our investor relations website after we file them with the Securities and Exchange Commission (SEC): Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and our Proxy Statement for our annual meeting of stockholders. These filings are also available for download free of charge on our investor relations website. Our investor relations website is located at <http://investor.eventbrite.com/>. The SEC also maintains a website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that website is [www.sec.gov](http://www.sec.gov).

We webcast our earnings calls and certain events we participate in or host with members of the investment community on our investor relations website. Additionally, we provide notifications of news or announcements regarding our financial performance, including SEC filings, investor events, press and earnings releases, and blogs as part of our investor relations website. Further corporate governance information, including our corporate governance guidelines, code of conduct and committee charters is also available on our investor relations website under the heading "Corporate Governance."

The contents of the websites referenced in this Annual Report are not intended to be incorporated by reference into this Annual Report on Form 10-K or in any other report or document we file with the SEC, and any references to these websites are intended to be inactive textual references only.

## Item 1A. Risk Factors

*A description of the risks and uncertainties associated with our business is set forth below. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Annual Report on Form 10-K, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes. The risks and uncertainties described below may not be the only ones we face. If any of the risks actually occur, our business, results of operations, financial condition and prospects could be harmed. In that event, the market price of our Class A common stock could decline, and you could lose part or all of your investment.*

### **Risks Related to Our Business and Industry**

***Our continued growth depends on our ability to attract new creators and retain existing creators.***

Our success depends on our ability to attract new creators and retain existing creators. We may fail to attract new creators and retain existing creators due to a number of factors outlined in this section, including:

- our ability to maintain and continually enhance our platform and provide services that are valuable and helpful to creators, including helping them to attract and retain attendees;
- competitive factors, including the actions of new and existing competitors in our industry, such as competitors buying exclusive ticketing rights or entering into or expanding within the market in which we operate;
- our ability to convince creators to migrate to our platform from their current practices, which include online ticketing platforms, venue box offices and do-it-yourself spreadsheets and forms;
- changes in our relationships with third parties, including our partners, developers and payment processors, that make our platform less effective for creators;
- the quality and availability of key payment and payout methods;
- our ability to manage fraud risk that negatively impacts creators; and
- our ability to adapt to changes in market practices or economic incentives for creators, including larger or more frequent signing fees.

If we are unable to effectively manage these risks as they occur, creators may seek other solutions and we may not be able to retain them or acquire additional creators to offset any such departures, which would adversely affect our business and results of operations. Furthermore, the loss of creators and our inability to replace them with new creators and events of comparable quality and standing would harm our business and results of operations.

***We have a history of losses and we may not be able to generate sufficient revenue to achieve and maintain profitability.***

We incurred net losses of \$64.1 million, \$38.5 million and \$40.4 million in 2018, 2017 and 2016, respectively. Our net revenues were \$291.6 million, \$201.6 million and \$133.5 million in 2018, 2017 and 2016, respectively. This represents a 44.7% growth rate from 2017 to 2018 and a 51.0% growth rate from 2016 to 2017. We expect that our revenue growth rate will decline or fluctuate in the future as a result of a variety of factors, including a reduction in revenue contributed from acquisitions in a particular period. You should not rely on the revenue growth of any prior quarterly or annual period as an indication of our future performance. We also expect our costs to increase in future periods as we continue to expend substantial financial resources on technology infrastructure, product and services development and enhancement, international expansion and localization efforts, business development and acquisitions, sales and marketing and general administration, including legal and accounting expenses. These investments may not result in increased revenue or growth in our business. If we are unable to maintain adequate revenue growth and to manage our expenses effectively, we may incur significant losses in the future and may not be able to achieve and maintain profitability. As a result, we may continue to generate losses and we cannot assure you that we will achieve profitability in the future or that, if we do become profitable, we will be able to maintain profitability.

***Further expansion into markets outside of the United States is important to the growth of our business, and if we do not manage the risks of international expansion effectively, our business and results of operations will be harmed. Furthermore, our expansion into jurisdictions where we have limited operating experience may subject us to increased business and economic risks that could harm our business and our results of operations.***

In 2018, 2017 and 2016, we derived 27.4% , 30.0% and 27.0% , respectively, of our net revenue from outside of the United States. Outside the U.S. we currently have 12 offices, including offices in the United Kingdom, Ireland, Spain, Belgium, Germany, the Netherlands, Australia, Argentina and Brazil. We have large engineering and business development teams in Argentina and Spain. Our international operations and results are subject to a number of risks, including:

- currency exchange restrictions or costs and exchange rate fluctuations and the risks and costs inherent in hedging such exposures;
- new and modified laws and regulations regarding data privacy, data protection and information security;
- exposure to local economic or political instability, threatened or actual acts of terrorism and violence and changes in the rights of individuals to assemble;
- compliance with U.S. and non-U.S. regulations, laws and requirements relating to anti-corruption, antitrust or competition, economic sanctions, data content and privacy, consumer protection, employment and labor laws, health and safety and advertising and promotions;
- compliance with additional U.S. laws applicable to U.S. companies operating internationally and interpretations of U.S. and international tax laws;
- weaker enforcement of our contractual and intellectual property rights;
- preferences by local populations for local providers;
- laws and business practices that favor local competitors or prohibit or limit foreign ownership of certain businesses; and
- slower adoption of the Internet as a ticketing, advertising and commerce medium, which could limit our ability to migrate international operations to our existing systems.

We plan to continue to expand our international operations as part of our growth strategy. Despite our experience operating internationally, future expansion efforts into new countries may not be successful. Our international expansion has placed, and our expected future international growth will continue to place, a significant strain on our management, customer service, product development, sales and marketing, administrative, financial and other resources. We cannot be certain that the investment and additional resources required in expanding our international operations will be successful or produce desired levels of revenue or profitability in a timely manner, or at all. Furthermore, certain international markets in which we operate have lower margins than more mature markets, which could have a negative impact on our margins as our revenue from these markets grows over time.

We may choose in certain instances to localize our platform to the unique circumstances of such countries and markets in order to achieve market acceptance, which can be complex, difficult and costly and divert management and personnel resources. Our failure to adapt our practices, platform, systems, processes and contracts effectively to the creator and attendee preferences or customs of each country into which we expand could slow our growth. If we are unable to manage our international growth successfully, our results of operations could be harmed.

*Acquisitions, investments or significant commercial arrangements could result in operating and financial difficulties.*

We have acquired or entered into commercial arrangements with a number of businesses in the past. For example, since 2015 we have acquired seven companies, including ticketscript and Ticketfly in 2017 and Ticketea and Picatic in 2018. Our future growth may depend, in part, on future acquisitions, investments or significant commercial arrangements, any of which could be material to our results of operations and financial condition. Financial and operational risks related to acquisitions, investments and significant commercial arrangements that may have an impact on our business include:

- use of cash resources and incurrence of debt and contingent liabilities in funding acquisitions may limit other potential uses of our cash, including for retirement of outstanding indebtedness, stock repurchases and dividend payments;
- difficulties and expenses in assimilating the operations, products, data, technology, privacy, data protection systems and information security systems, information systems or personnel of the acquired company;
- failure of the acquired company to achieve anticipated benefits, revenue, earnings or cash flows or our failure to retain key employees from an acquired company;
- the assumption of known and unknown risks, debt and liabilities of the acquired company, deficiencies in systems or internal controls, impairment of goodwill or other intangible assets and costs associated with litigation or other claims arising in connection with the acquired company;
- failure to properly and timely integrate acquired companies and their operations, reducing our ability to achieve, among other things, anticipated returns on our acquisitions through cost savings and other synergies;
- adverse market reaction to acquisitions;
- failure to consummate such transactions; and
- other expected and unexpected risks with pursuing acquisitions, including, but not limited to, litigation or regulatory exposure, unfavorable accounting treatment, increases in taxes due, a loss of anticipated tax benefits, costs or delays to obtain governmental approvals, diversion of management's attention or other resources from our existing business and other adverse effects on our business, results of operations or financial condition.

When we acquire companies or other businesses, we face the risk that creators of the acquired companies or businesses may not migrate to our platform or may choose to decrease their level of usage of our platform post migration. We have previously experienced customer loss in the process of integrating and migrating acquired companies for a variety of reasons. The pace and success rate of migration may be influenced by many factors, including the pace and quality of product development, our ability to operationally support the migrating creators and our adoption of business practices outside of our platform that matter to the creator.

Moreover, we rely heavily on the representations and warranties and related indemnities provided to us by our acquired targets and their equity holders, including as they relate to creation, ownership and rights in intellectual property, compliance with laws, contractual requirements and the ability of the acquisition target to continue exploiting material intellectual property rights and technology after the acquisition. If any such representations are inaccurate or such warranties are breached, or if we are unable to fully exercise our indemnification rights, we may incur additional liabilities, disruptions to the operations of our business and diversion of our management's attention.

Our failure to address these risks or other problems encountered in connection with past or future acquisitions, investments and significant commercial arrangements could cause us to fail to realize the anticipated benefits of such transactions, incur unanticipated liabilities and harm our business, results of operations and financial condition.

*If we do not continue to maintain and improve our platform or develop successful new solutions and enhancements or improve existing ones, our business will suffer.*

Our ability to attract and retain creators depends in large part on our ability to provide a user-friendly and effective platform, develop and improve our platform and introduce compelling new solutions and enhancements. Our industry is characterized by rapidly changing technology, new service and product introductions and changing demands of creators. We spend substantial time and resources understanding creators' needs and responding to them. Building new solutions is costly and complex, and the timetable for commercial release is difficult to predict and may vary from our historical experience. In addition, after development, creators may not be satisfied with our enhancements or perceive that the enhancements do not adequately respond to their needs. The success of any new solution or enhancement to our platform depends on several factors, including timely completion and delivery, competitive pricing, adequate quality testing, integration with our platform, creator awareness and overall market acceptance and adoption. If we do not continue to maintain and improve our platform or develop successful new solutions and enhancements or improve existing ones, our business will suffer.

*Our payments system depends on third-party providers and is subject to risks that may harm our business.*

We rely on third-party providers to support our payments system. Approximately 90% of revenue on our platform is associated with payments processed through our internal payment processing capabilities, called Eventbrite Payment Processing (EPP). EPP uses a combination of multiple external vendors to provide a single, seamless payments option for creators and attendees. Beyond EPP, the remainder of creators' paid ticket sales are processed through linked, creator-owned, third-party accounts, including PayPal and Authorize.net, which we call Facilitated Payment Processing (FPP).

We partner with third-party vendors to support EPP. For example, in September 2017, we announced a partnership with Square where Square would become our primary online payment processing partner for EPP in the United States, Canada, Australia, the United Kingdom as well as any new territories Square enters into over-time. Square will also become our exclusive payment processing partner for all of our point-of-sale solutions in those same territories. We may supplement Square in these markets by working with other payment providers if there are local payment methods that Square does not support. We estimate that the first online transaction will be processed through EPP using Square in 2019. Our agreement with Square has an initial term of five years and automatically renews for additional one-year periods thereafter. Under the agreement, we will pay Square a percentage of each transaction processed using Square's services plus Square's third-party costs to process and settle such transactions. Either we or Square may terminate the partnership arrangement at any time for cause, or, after an initial no termination period of two years if terminated by Square or four years if terminated by us, for any or no reason with six months' prior written notice to the other party. Our costs for payment processing may increase using Square due to higher direct costs of development and implementation and fee structure. We also partner with other payment processors for EPP in the United States, Canada, Australia and the United Kingdom, as well as in other jurisdictions.

As a complex, multi-vendor system with proprietary technology added, EPP relies on banks and third-party payment processors to process transactions and access various payment card networks to allow creators to manage payments in an easy and efficient manner. We also rely on our providers to process transactions as a payment facilitator of a payment network. Any of our payment providers and vendors that do not operate well with our platform could adversely affect our payments systems and our business. We have multiple integrations in place at one time allowing for back up processing on EPP if a single provider is unable or unwilling to process any given transaction, payment method or currency. However, if any or some of these providers do not perform adequately, determine certain types of transactions as prohibitive for any reason or fail to identify fraud, if these providers' technology does not interoperate well with our platform, or if our relationships with these providers were to terminate unexpectedly, creators may find our platform more difficult to use and the ability of creators using our platform to sell tickets could be adversely affected, which could cause creators to use our platform less and harm our business.

We must also continually integrate various payment methods used both within the United States and internationally into EPP. To enhance our acceptance in certain international markets we have in the past adopted, and may in the future adopt, locally-preferred payment methods and integrate such payment methods into EPP, which may increase our costs and also require us to understand and protect against unique fraud and other risks associated with these payment methods. For example, in Brazil we localized our platform to allow the use of Boleto as a payment method, and we invested capital and management attention to achieve this. If we are not able to integrate new payment methods into EPP effectively, our business may be harmed.

Our payment processing partners require us to comply with payment card network operating rules, which are set and interpreted by the payment card networks. The payment card networks could adopt new operating rules or interpret or re-interpret existing rules in ways that might prohibit us from providing certain services to some creators, be costly to implement or difficult to follow. We have agreed to reimburse our payment processors for fines they are assessed by payment card networks if we or creators using our platform violate these rules, such as our processing of various types of transactions that may be interpreted as a violation of certain payment card network operating rules.

In addition, payment card networks and payment processing partners could increase the fees they charge us for their services or for an attendee using one of their cards, which would increase our operating costs and reduce our margins. If we are unable to negotiate favorable economic terms with these partners, our business and results of operations may be harmed.

***We may pay up front creator signing fees and creator advances to certain creators when entering into exclusive ticketing or services agreements and if these arrangements do not perform as we expect, our business, results of operations and financial condition may be harmed.***

We may pay one-time, up front non-recoupable or recoupable signing fees to certain creators in order to incentivize them to organize certain events on our platform or obtain exclusive rights to ticket their events. These payments are common practice in certain segments of the ticketing industry and are typically made to a creator upon entering into a multi-year exclusive ticketing or service contract with us. The multi-year exclusive arrangements that we entered into between 2013 and 2018 had an average term of 36 months and were typically for exclusive ticketing rights. A creator who receives a non-recoupable fee, which we refer to as creator signing fees, net, keeps the entire signing fee, so long as the creator complies with the terms of the creator's contract with us, including performance of an event. If a creator does not comply with the terms of the contract or perform an event, such fees are refundable to us. Creator signing fees, net, including noncurrent balances, were \$17.0 million and \$10.4 million as of December 31, 2018 and 2017, respectively, and, as of December 31, 2018, these payments are being amortized over a weighted-average remaining life of 3.3 years on a straight-line basis. For recoupable fees, which we refer to as creator advances, net, we are entitled to recoup the entire signing fee by withholding all or a portion of the ticket sales sold by the creator to whom the recoupable signing fee was previously paid. Creator advances, net, including noncurrent balances, were \$23.1 million and \$20.1 million as of December 31, 2018 and 2017, respectively. We pay these signing fees based on the expectations of future ticket sales on our platform by such creators. We make the decision to make these payments based on our assessment of the past success of the creator, past event data, future events the creator is producing and other financial information. We include commercial and legal protections in our contracts that include signing fees, such as issuing the signing fee only after the creator begins selling tickets on our platform and requiring a third-party to guarantee the obligations and liabilities of the creator receiving such a payment, to mitigate the financial risk of making these payments. However, event performance may vary greatly from year-to-year and from event to event. If our assumptions and expectations with respect to event performance prove wrong or if a counterparty defaults or an event is not successful, our return on these signing fees will not be realized and our business and results of operations will be harmed.

*Our results vary from quarter-to-quarter and year-to-year. Our results of operations in certain financial quarters or years may not be indicative of, or comparable to, our results of operations in subsequent financial quarters or years.*

Our quarterly results of operations have fluctuated significantly in the past due to these factors and a variety of other factors, many of which are outside of our control and difficult to predict. It is difficult for us to forecast the level or source of our revenue accurately. Because our results may vary significantly from quarter-to-quarter and year-to-year, our financial results for one quarter or year cannot necessarily be compared to another quarter or year and may not be indicative of our future financial performance in subsequent quarters or years. Period-to-period comparisons of our results of operations may not be meaningful, and you should not rely upon them as an indication of future performance. In addition to other risk factors listed in this “Risk Factors” section, factors that may cause our results of operations to fluctuate include:

- creator acquisition and retention;
- new solution introductions and expansions, or challenges with introduction;
- acquisition of companies and the success, or lack thereof, of migration of such companies’ creators;
- changes in pricing or packages;
- the development and introduction of new products or services by us or our competitors;
- increases in operating expenses that we may incur to grow and expand our operations and to remain competitive;
- system failures or breaches of security or privacy;
- changes in stock-based compensation expenses;
- adverse litigation judgments, settlements or other litigation-related costs;
- changes in the legislative or regulatory environment, including with respect to privacy or data protection, or enforcement by government regulators, including fines, orders or consent decrees;
- fluctuations in currency exchange rates and changes in the proportion of our revenue and expenses denominated in foreign currencies;
- fluctuations in the market values of our portfolio investments and interest rates;
- changes in our effective tax rate;
- announcements by competitors or other third parties of significant new products or acquisitions or entrance into certain markets; our ability to make accurate accounting estimates and appropriately recognize revenue for our solutions for which there are no relevant comparable products;
- changes in accounting standards, policies, guidance, interpretations, or principles; and
- changes in business or macroeconomic conditions.

In addition, the seasonality of our business could create cash flow management risks if we do not adequately anticipate and plan for periods of decreased activity, which could negatively impact our ability to execute on our strategy, which in turn could harm our results of operations. For example, we experience more cash flow generally in the first and third quarters of a fiscal year.

***Data loss or security breaches could harm our business, reputation, brand and results of operations.***

Security breaches, computer malware and computer hacking attacks have become more prevalent across industries and may occur on our systems or those of our third-party service providers or partners. Despite the implementation of security measures, our internal computer systems and those of our third-party service providers and partners are vulnerable to damage from computer viruses, hacking and other means of unauthorized access, denial of service and other attacks, natural disasters, terrorism, war and telecommunication and electrical failures. Attacks upon information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and are being conducted by sophisticated and organized groups and individuals with a wide range of motives and expertise. In addition to unauthorized access to or acquisition of personal data, confidential information, intellectual property, or other sensitive information, such attacks could include the deployment of harmful malware and ransomware, and may use a variety of methods, including denial-of-service attacks, social engineering and other means, to attain such unauthorized access or acquisition or otherwise affect service reliability and threaten the confidentiality, integrity and availability of information. Furthermore, the prevalent use of mobile devices increases the risk of data security incidents. In addition, misplaced, stolen or compromised mobile devices used at events for ticket scanning, or otherwise, could lead to unauthorized access to the device and data stored on or accessible through such device. We have in the past experienced breaches of our security measures and our platform and systems are at risk for future breaches as a result of third-party action or employee, service provider, partners or contractor error or malfeasance. For example, in June 2018, we publicly announced that a criminal was able to penetrate the Ticketfly website and steal certain consumer data, including names, email addresses, shipping addresses, billing addresses and phone numbers. For a short time, we disabled the Ticketfly platform to contain the risk of the cyber incident, which disabled ticket sales through Ticketfly during that period. Because of this incident, we have incurred costs related to responding to and remediating this incident and have suffered a loss of revenue for the period during which the Ticketfly platform was disabled. In the year ended December 31, 2018, we recorded \$7.0 million for costs associated with this incident, of which \$6.7 million was recorded as a reduction to net revenue and \$0.3 million was recorded as an operating expense. We also recorded \$6.6 million related to insurance proceeds to be received from the Ticketfly incident as a reduction in general and administrative expenses in the year ended December 31, 2018, respectively. Such proceeds are a partial reimbursement for accommodations to creators which are recorded as contra revenue. As of December 31, 2018, we had a remaining liability balance of \$0.3 million related to future accommodation payments and a \$0.6 million receivable for insurance proceeds. The cyber incident has delayed the completion of the integration of Ticketfly, which has resulted in extended customer migration time and slower realization of synergies. We may be subject to litigation, experience reputational harm, and have been subject to claims and have suffered customer loss related to this incident. In the future, our financial performance may be impacted further if we face additional costs and expenses from customer compensation and retention incentives, creator loss, regulatory inquiries, litigation and further remediation and upgrades to our security infrastructure. Although we have insurance coverage, our policy may not cover all financial expenses related to this matter.

In addition, our platform involves the storage and transmission of personal information of users of our platform in our facilities and on our equipment, networks and corporate or third-party systems. Security breaches could expose us to litigation, remediation costs, increased costs for security measures, loss of revenue, damage to our reputation and potential liability. User data and corporate systems and security measures may be breached due to the actions of outside parties, employee error or misconduct, malfeasance, a combination of these or otherwise, and, as a result, an unauthorized party may obtain access to our data or data of creators and attendees. Additionally, outside parties may attempt to fraudulently induce employees, creators or attendees to disclose sensitive information in order to gain access to creator or attendee data. We must continuously examine and modify our security controls and business policies to address the use of new devices and technologies, and the increasing focus by users and regulators on controlling and protecting user data. We may need to expend significant resources to protect against and remedy any potential security breaches and their consequences. Any security breach of our platform or systems, the systems or networks of our third-party service providers or partners, or any unauthorized access to information we or our providers and partners process or maintain, could harm our business, results of operations and financial condition.

Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently or may be designed to remain dormant until a predetermined or other future event and often are not recognized until launched against a target, we and our third-party service providers and partners may be unable to anticipate these techniques or implement adequate preventative measures. While we have implemented security measures intended to protect our information technology systems and infrastructure, there can be no assurance that such measures or our third-party service providers and partners' information security measures will successfully prevent service interruptions or further security incidents. Although it is difficult to determine what harm may directly result from any specific interruption or breach, any actual or perceived failure to maintain performance, reliability, security and availability of our network infrastructure, or of any third-party networks or systems used or supplied by our third-party service providers or partners, to the satisfaction of creators and attendees may harm our reputation and our ability to retain existing creators and attendees and attract new creators and attendees.

Examples of situations which may lead to unauthorized access of data may include:

- employees inadvertently sending financial information of one creator, attendee or employee to another creator, attendee or employee;
- creators' failure to properly password protect their leased ticket scanning and site operations devices leaving the data available to anyone using the device;
- a device stolen from an event and data access, alteration or acquisition occurring prior to our remote wiping of the data;
- an employee losing their computer or mobile device or otherwise, allowing for access to our email and/or administrative access, including access to guest lists to events;
- external breaches leading to the circulation of "dark web" lists of user name and password combinations openly vulnerable to attack without immediate detection;
- a hack of one of our databases;
- account takeovers;
- a hack of a third-party service provider or partner's database; and
- unauthorized access to our offices or other properties.

If an actual or perceived breach of our security occurs, the market perception of the effectiveness of our security measures could be harmed, we could lose creators and attendees or we could face lawsuits, regulatory investigations or other legal or regulatory proceedings and we could suffer financial exposure due to such events or in connection with regulatory fines, remediation efforts, investigation costs, changes or augmentation of our security measures and the expense of taking additional system protection measures.

***The processing, storage, use and disclosure of personal data could give rise to liabilities as a result of governmental regulation, conflicting legal requirements or differing applications of privacy regulations.***

We receive, transmit and store a large volume of personally identifiable information and other user data. Numerous federal, state and international laws address privacy, data protection and the collection, storing, sharing, use, disclosure and protection of personally identifiable information and other user data. Numerous states already have, and are looking to expand, data protection legislation requiring companies like ours to consider solutions to meet differing needs and expectations of creators and attendees. For example, in June 2018, California enacted the California Consumer Privacy Act, which takes effect on January 1, 2020, and will broadly define personal information, give California residents expanded privacy rights and protections and provide for civil penalties for violations and a private right of action for data breaches. Outside the United States, personally identifiable information and other user data is increasingly subject to legislation and regulations in numerous jurisdictions around the world, the intent of which is to protect the privacy of information that is collected, processed and transmitted in or from the governing jurisdiction. Foreign data protection, privacy, information security, user protection and other laws and regulations are often more restrictive than those in the United States. In particular, the European Union and its member states traditionally have taken broader views as to types of data that are subject to privacy and data protection laws and regulations, and have imposed greater legal obligations on companies in this regard. For example, in April 2016, European legislative bodies adopted the General Data Protection Regulation (GDPR) which became effective May 25, 2018. The GDPR applies to any company established in the European Union as well as to those outside the European Union if they collect and use personal data in connection with the offering of goods or services to individuals in the European Union or the monitoring of their behavior. The GDPR enhances data protection obligations for processors and controllers of personal data, including, for example, expanded disclosures about how personal information is to be used, limitations on retention of information, mandatory data breach notification requirements and onerous new obligations on services providers. Non-compliance with the GDPR may result in monetary penalties of up to €20 million or 4% of annual worldwide revenue, whichever is higher. In addition, some countries are considering or have passed legislation implementing data protection requirements or requiring local storage and processing of data or similar requirements that could increase the cost and complexity of delivering our services. The GDPR and other changes in laws or regulations associated with the enhanced protection of certain types of personal data, such as healthcare data or other sensitive information, could greatly increase our cost of providing our products and services or even prevent us from offering certain services in jurisdictions in which we operate.

We rely on a variety of legal bases to transfer certain personal information outside of the European Economic Area, including the EU-U.S. Privacy Shield Framework, or Privacy Shield, and EU Standard Contractual Clauses (SCCs). Both the Privacy Shield and SCCs are the subject of legal challenges in European courts and may face additional challenges in the future, and the absence of successor legal bases for continued data transfer could require us to create duplicative, and potentially expensive, information technology infrastructure and business operations in Europe or limit our ability to collect and use personal information collected in Europe. In addition, the EU Commission is currently negotiating a new ePrivacy Regulation that would address various matters, including provisions specifically aimed at the use of cookies to identify an individual's online behavior, and any such ePrivacy Regulation may provide for new compliance obligations and significant penalties. Any of these changes to EU data protection law or its interpretation could disrupt and harm our business.

Further, following a referendum in June 2016 in which voters in the United Kingdom approved an exit from the European Union, the United Kingdom government has initiated a process to leave the EU, which has created uncertainty with regard to the regulation of data protection in the United Kingdom. In particular, although a Data Protection Bill designed to be consistent with the GDPR is pending in the United Kingdom's legislative process, it is unclear whether the United Kingdom will enact data protection laws or regulations designed to be consistent with the GDPR and how data transfers to and from the United Kingdom will be regulated.

The interpretation and application of many privacy and data protection laws are, and will likely remain, uncertain, and it is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or product features. If so, in addition to the possibility of fines, lawsuits and other claims and penalties, we could be required to fundamentally change our business activities and practices or modify our products, which could harm our business. In addition to government regulation, privacy advocacy and industry groups may propose new and different self-regulatory standards that either legally or contractually apply to us. Any inability to adequately address privacy, data protection and data security concerns or comply with applicable privacy, data protection or data security laws, regulations, policies and other obligations could result in additional cost and liability to us, damage our reputation, inhibit sales and harm our business.

Our acquisition strategy to date, and going forward, often results in the winding down of the acquired platforms over a period of 12 to 24 months while the existing creators migrate to our platform. The focus often shifts away from these legacy platforms to meeting the needs of migrated creators on our platform. The existence of these legacy platforms within a shifting landscape regarding privacy, data protection and data security may result in regulatory liability or exposure to fines. A significant data incident on a legacy platform may harm our reputation and our brand and may adversely affect the migration of existing creators to our platform. We may also become exposed to potential liabilities and our attention and resources may be diverted as a result of differing privacy regulations pertaining to our applications.

Our failure, and/or the failure by the various third-party service providers and partners with which we do business, to comply with applicable privacy policies or federal, state or similar international laws and regulations or any other obligations relating to privacy, data protection or information security, or any compromise of security that results in the unauthorized release of personally identifiable information or other user data, or the perception that any such failure or compromise has occurred, could damage our reputation, result in a loss of creators or attendees, discourage potential creators and attendees from trying our platform and/or result in fines and/or proceedings by governmental agencies and/or users, any of which could have an adverse effect on our business, results of operations and financial condition. In addition, given the breadth and depth of changes in data protection obligations, ongoing compliance with evolving interpretation of the GDPR and other regulatory requirements requires time and resources and a review of the technology and systems currently in use against the requirements of GDPR and other regulations.

***Our industry is highly fragmented. We compete against traditional solutions to event management and may face significant competition from both established and new companies. If we are not able to maintain or improve our competitive position, our business could suffer.***

We operate in a market that is highly fragmented. We compete with a variety of competitors to secure new and retain existing creators, including traditional solutions to event management, such as offline, internal or ad hoc solutions, local or specialized market competitors, products offered by large technology companies that may enter the market, or other ticketing competitors such as Live Nation Entertainment subsidiaries Front Gate Tickets, TicketWeb and Universe. If we cannot successfully compete in the future with existing or potential competitors this will cause an adverse effect on our business, results of operations and financial condition.

Some of our current and potential competitors have significantly more financial, technical, marketing and other resources, are able to devote greater resources to the development, promotion, sale and support of their services, have more extensive customer bases and broader customer relationships, have longer operating histories and greater name recognition. We may also compete with potential entrants into the market that currently do not offer the same services but could potentially leverage their networks in the market in which we operate. For instance, large e-commerce companies such as eBay and Amazon have in the past, or currently, operate within the ticketing space. In addition, other large companies with large user-bases that have substantial event-related activity may be successful in adding a product in this space, such as Facebook, Google and Twitter. These competitors may be better able to undertake more extensive marketing campaigns and/or offer their solutions and services at a discount to ours. Furthermore, some of our competitors may customize their products to suit a specific event type, category or customer. We also compete with self-service products that provide creators with alternatives to ticket their events by integrating such self-service products with creators' existing operations. If we are unable to compete with such alternatives, the demand for our solutions could decline.

If any of our competitors have existing relationships with potential creators or the venues or facilities used by those creators, those creators may be unwilling or unable to use our platform and this may limit our ability to successfully compete in certain markets where such pre-existing relationships are common. For example, some competitors purchase venues or rights to events and/or enter into exclusivity agreements with creators. If creators do not remain independent from our potential competitors, demand for our platform will diminish and our business and results of operations will be harmed.

***Our business may be subject to sales tax and other indirect taxes in various jurisdictions. In addition, creators may also be subject to certain taxes.***

The application of indirect taxes, such as sales and use tax, amusement tax, value-added tax, goods and services tax, business tax and gross receipt tax, to businesses like ours and to creators and attendees is a complex and evolving issue. Significant judgment is required to evaluate applicable tax obligations and as a result amounts recorded are estimates and are subject to adjustments. In many cases, the ultimate tax determination is uncertain because it is not clear how new and existing statutes might apply to our business or to creators' businesses.

One or more states, localities, the federal government or other countries may seek to impose additional reporting, record-keeping or indirect tax collection obligations on businesses like ours that facilitate online commerce. For example, taxing authorities in the United States and other countries have identified e-commerce platforms as a means to calculate, collect and remit indirect taxes for transactions taking place over the Internet, and are considering related legislation. Certain jurisdictions have enacted laws which became effective in 2018 or will become effective later requiring marketplaces to report user activity or collect and remit taxes on certain items sold on the marketplace. Imposition of an information reporting or tax collection requirement could decrease creator or attendee activity on our platform, which would harm our business. New legislation could require us or creators to incur substantial costs in order to comply, including costs associated with tax calculation, collection and remittance and audit requirements, which could make using our platform less attractive and could adversely affect our business and results of operations.

We face sales and use tax and value-added tax audits in certain states and international jurisdictions and it is possible that we could face additional sales and use tax and value-added tax audits in the future in additional jurisdictions and that our liability for these taxes could exceed our reserves as state or international tax authorities could assert that we are obligated to collect additional amounts as taxes from creators and remit those taxes to those authorities. We could also be subject to audits and assessments with respect to states and international jurisdictions for which we have not accrued tax liabilities. A successful assertion that we should be collecting additional sales or other taxes on our services in jurisdictions where we have not historically done so and do not accrue for sales or other taxes could result in substantial tax liabilities for past sales, discourage creators from using our platform or otherwise harm our business and results of operations. Although we have reserved for potential payments of possible past tax liabilities in our financial statements as disclosed in Note 9 of the Notes to Consolidated Financial Statements, if these liabilities exceed such reserves, our financial condition will be harmed.

***The reputation and brand of our platform is important to our success, and if we are not able to maintain and enhance our brand, our results of operations and financial condition may be adversely affected.***

We believe that maintaining and enhancing our reputation and brand as a differentiated and category-defining ticketing company serving creators and attendees is critical to our relationship with our existing creators and to our ability to attract new creators and attendees. The successful promotion of our brand attributes will depend on a number of factors that we control and some factors outside of our control.

The promotion of our brand requires us to make substantial expenditures and management investment, which will increase as our market becomes more competitive and as we seek to expand our platform. To the extent that these activities yield increased revenue, this revenue may not offset the increased expenses we incur. If we do not successfully maintain and enhance our brand and successfully differentiate our platform from competitive products and services, our business may not grow, we may not be able to compete effectively and we could lose creators or fail to attract potential creators, all of which would adversely affect our business, results of operations and financial condition. Additionally, we must continue to make substantial efforts and investments to be associated with events that are positively viewed by other creators and attendees.

However, there are also factors outside of our control, which could undermine our reputation and harm our brand. Negative perception of our platform may harm our business, including as a result of complaints or negative publicity about us or creators; events being fraudulent or unsuccessful, either as a result of lack of attendance or attendee experience not meeting expectations; responsiveness to issues or complaints and timing of refunds and/or chargebacks; actual or perceived disruptions or defects in our platform; security incidents; or lack of awareness of our policies or changes to our policies that creators, attendees or others perceive as overly restrictive, unclear or inconsistent with our values.

Furthermore, creators use our platform for events that represent a variety of views, activities and interests, some of which many other creators or attendees do not agree with or find offensive, or are illegal, or are perceived as such. For example, in the past, creators have tried to use our platform for events related to illegal activity and extreme activist groups. These events may cause negative publicity and harm our reputation and brand. Some creators may not have, or are perceived not to have, legal and ethical business practices. Although we maintain procedures and policies, both automated and by human review, to prevent the usage of our platform for such purposes and to prevent such practices, our procedures and policies may not effectively reduce or eliminate the use of our platform by such creators. In addition, certain creators or attendees may not agree with our decision to restrict certain creators or events from using our platform. If our platform is associated with illegal or offensive activity or creators and attendees disagree with our decision to restrict certain creators or events from using our platform, our reputation and brand may be harmed and our ability to attract and retain creators will be adversely impacted.

If we are unable to maintain a reputable platform that provides valuable solutions and desirable events, then our ability to attract and retain creators and attendees could be impaired and our reputation, brand and business could be harmed.

***Our platform might be used for illegal or improper purposes, all of which could expose us to additional liability and harm our business.***

Our platform remains susceptible to potentially illegal or improper uses by creators or attendees. Illegal or improper uses of our platform may include money laundering, terrorist financing, drug trafficking, illegal online gaming, other online scams, illegal sexually-oriented services, phishing and identity theft, prohibited sales of pharmaceuticals, fraudulent sale of goods or services, posting of unauthorized intellectual property, unauthorized uses of credit and debit cards or bank accounts and similar misconduct. Creators may also encourage, promote, facilitate or instruct others to engage in illegal activities. Despite measures we have taken to detect and lessen the risk of this kind of conduct, we cannot guarantee that these measures will stop all illegal or improper uses of our platform. Our business could be harmed if creators use our system for illegal or improper purposes, which may expose us to liability. At the same time, if the measures we have taken to guard against these activities are too restrictive and inadvertently screen proper transactions, or if we are unable to apply and communicate these measures fairly and transparently, or we are perceived to have failed to do so, this could diminish the experience of creators and attendees, which could harm our business.

***Factors adversely affecting the live event market could impact our results of operations.***

We help creators organize, promote and sell tickets and registrations to a broad range of events. Our business is directly affected by the success of such events and our revenue is impacted by the number of events, type of events and ticket prices of events produced by creators. Adverse trends in one or more event industries could adversely affect our business. A decline in attendance at or reduction in the number of events may have an adverse effect on our revenue and operating income.

During periods of economic slowdown and recession, consumers have historically reduced their discretionary spending. The impact of economic slowdowns on our business is difficult to predict, but they may result in reductions in ticket and registration sales and our ability to generate revenue. Our business depends on discretionary consumer and corporate spending. Many factors related to discretionary consumer and corporate spending, including employment, fuel prices, interest and tax rates and inflation can adversely impact our results of operations.

In addition, the occurrence and threat of extraordinary events, such as terrorist attacks, mass-casualty incidents, public health concerns, natural disasters or similar events, or loss or restriction of individuals' rights to assemble may deter creators from producing large events and substantially decrease the attendance at live events. For example, in January 2017, five people were killed at a music festival in Mexico ticketed by us. Terrorism and security incidents, military actions in foreign locations and periodic elevated terrorism alerts have increased public concerns regarding air travel, military actions and national or local catastrophic incidents. These concerns have led to numerous challenging operating factors at live events, including additional logistics for event safety and increased costs of security. These challenges may impact the creator and attendee experience, lead to fewer events by creators and as a result may harm our results of operations.

Furthermore, adverse weather and climate conditions could impact the success of an event and disrupt our operations in any of our offices or the operations of creators, third-party providers, vendors or partners. If an event is cancelled due to weather, attendees expect a refund, which harms our results of operations and those of creators.

Accordingly, any adverse condition could lead to unsatisfied attendees that require refunds or chargebacks or increase the complexity and costs for creators and us, which will have a negative effect on our business, results of operations and financial condition.

*Any significant system interruption or delays could damage our reputation, result in a potential loss of creators and adversely impact our business.*

Our ability to attract and retain creators depends on the reliable performance of our technology, including our websites, applications and information and related systems. System interruptions, slow-downs and a lack of integration and redundancy in our information systems and infrastructure may adversely affect our ability to operate our technology, handle sales for high-demand events, process and fulfill transactions, respond to creator and attendee inquiries and generally maintain cost-efficient operations.

We also rely on affiliate and third-party computer systems, broadband and other communications systems and service providers in connection with the provision of services generally, as well as to facilitate, process and fulfill transactions. Any interruptions, outages or delays in our systems and infrastructures, our businesses, our affiliates and/or third-party systems we use, or deterioration in the performance of these systems and infrastructures, could impair our ability to provide services, fulfill orders and/or process transactions. We have experienced, and may in the future experience, occasional system interruptions caused by outages by our partners that made some or all systems or data unavailable or prevented us from efficiently providing services or fulfilling orders.

We outsource our cloud infrastructure to Amazon Web Services (AWS), which hosts our platform, and therefore we are vulnerable to service interruptions at AWS, which could impact the ability of creators and attendees to access our platform at any time, without interruption or degradation of performance. Our customer agreement with AWS will remain in effect until terminated by AWS or us. AWS may terminate the agreement by providing 30 days prior written notice and may, in some cases, terminate the agreement immediately for cause upon notice. In the event that our AWS service agreements are terminated, or there is a lapse of service, interruption of Internet service provider connectivity or damage to such facilities, we could experience interruptions in access to our platform as well as delays and additional expense in arranging new facilities and services. For example, we previously experienced interruptions in performance of our platform because of a hardware error that AWS experienced. We may also incur significant costs for using an alternative cloud infrastructure provider or taking other actions in preparation for, or in reaction to, events that damage the AWS services we use.

In addition, fire, flood, power loss, telecommunications failure, hurricanes, tornadoes, earthquakes, acts of war or terrorism, natural disasters and similar events or disruptions may damage or interrupt computer, broadband or other communications systems and infrastructures at any time. Any of these events could cause system interruptions, outages, delays and loss of critical data, and could prevent us from providing services, fulfilling orders and/or processing transactions. While we have backup systems for certain aspects of our operations, disaster recovery planning by its nature cannot be sufficient for all eventualities. In addition, we may not have adequate insurance coverage to compensate for losses from a major interruption.

In some instances, we may not be able to identify the cause or causes of these performance problems within a period of time acceptable to creators. It may become increasingly difficult to maintain and improve our platform performance, especially during peak usage times, as the features of our platform become more complex and the usage of our platform increases. Any of the above circumstances or events may harm our reputation, cause creators to stop using our platform, impair our ability to increase revenue, impair our ability to grow our business, subject us to financial penalties and liabilities under our service level agreements and otherwise harm our business, results of operations and financial condition.

Our platform and solutions are accessed by a large number of creators and attendees often at the same time. As we continue to expand the number of creators and attendees and solutions available to creators and attendees, we may not be able to scale our technology to accommodate the increased capacity requirements, which may result in interruptions or delays in service. Furthermore, capacity constraints could be due to a number of potential causes including technical failures, natural disasters, fraud or security attacks. In addition, the failure of AWS cloud infrastructure or other third-party Internet service providers to meet our capacity requirements could result in interruptions or delays in access to our platform or impede our ability to scale our operations. The occurrence of any of these events could have an adverse effect on our business, results of operations and financial condition.

***Creators rely on third-party platforms, such as Facebook and Spotify, to connect with and attract attendees and we depend on our platform of partners and developers to create applications that will integrate with our platform.***

Our platform interoperates with other third-party distributors, such as Facebook and Spotify. Attendees are able to access our platform and purchase tickets through these third-party services. Creators are able to publicize their events and sell tickets on these third-party sites. The interoperability of our platform with these other sites allows creators to reach more attendees and makes our platform more appealing to creators. These third-party partners may terminate their relationship with us, limit certain integration functionality, change their treatment of our services or restrict access to their platform by creators at any time. For example, in the past, Facebook removed a feature of its service that allowed creators to include multiple hosts on a single event seamlessly across platforms, which negatively impacted certain music creators' use of the Facebook integration with our platform. If any such third-party services becomes incompatible with our platform or the use of our platform and solutions on such third-party platforms are restricted in the future, our business will be harmed.

In addition, to the extent that Google, Facebook or other leading large technology companies that have a significant presence in our key markets, disintermediate ticketing or event management providers, whether by offering their own comprehensive event-focused or shopping capabilities, or by referring leads to suppliers, other favored partners or themselves directly, there could be an adverse impact on our business, results of operations and financial condition.

We also depend on our platform of integrated product partners connecting through our API to create applications that will integrate with our platform, such as Salesforce, HubSpot and MailChimp, and to allow them to integrate with our solutions. This presents certain risks to our business, including:

- our inability to provide any assurance that these third-party applications and products meet the same quality and security standards that we apply to our own development efforts, and to the extent that they contain bugs or defects, they may create disruptions in the use of our platform by creators or negatively affect our brand;
- our lack of support for software applications developed by our partner platform, which could cause creators and attendees to be left without support and consequently could cease using our services if these developers do not provide adequate support for their applications;
- our inability to assure that our partners will be able to successfully integrate with our products or that our partners will continue to do so;
- our inability to confirm if our partners comply with all applicable laws and regulations; and
- the risk that these partners and developers may not possess the appropriate intellectual property rights to develop and share their applications.

Many of these risks are not within our control to prevent, and our brand may be damaged if these applications do not perform to the satisfaction of creators and attendees and that dissatisfaction is attributed to us.

***Changes in Internet search engine algorithms and dynamics, or search engine disintermediation, or changes in marketplace rules could have a negative impact on traffic for our sites and ultimately, our business and results of operations.***

We rely heavily on Internet search engines, such as Google, to generate traffic to our website, principally through free or organic search. Search engines frequently update and change the logic that determines the placement and display of results of a user's search, such that the purchased or algorithmic placement of links to our websites can be negatively affected. In addition, a search engine could, for competitive or other purposes, alter its search algorithms or results causing our websites to place lower in organic search query results. If a major search engine changes its algorithms in a manner that negatively affects the search engine ranking of our websites or those of our partners, our business and financial performance would be adversely affected. Furthermore, our failure to successfully manage our search engine optimization could result in a substantial decrease in traffic to our websites, as well as increased costs if we were to replace free traffic with paid traffic.

We also rely on application marketplaces, such as Apple's App Store and Google's Play, to drive downloads of our applications. In the future, Apple, Google or other marketplace operators may make changes to their marketplaces that make access to our products more difficult. For example, our applications may receive unfavorable treatment compared to the promotion and placement of competing applications, such as the order in which they appear within marketplaces. Similarly, if problems arise in our relationships with providers of application marketplaces, traffic to our site and our user growth could be harmed.

***Our business may be subject to chargebacks and other losses for various reasons, including due to fraud, unsuccessful or cancelled events. These chargebacks and other losses may harm our results of operations and business.***

We have experienced, and may in the future experience, claims from attendees that creators have not performed their obligations or that events did not match their descriptions. These claims could arise from creator fraud or misuse, an unintentional failure of the event or from fraudulent claims by an attendee. We have experienced fraudulent activity on our platform in the past, including fake events in which a person sells tickets to an event but does not intend to hold an event or fulfill the ticket, email spam being sent through our platform, a third party taking over the account of a creator to receive payments owed to such creator or orders placed with fraudulent or stolen credit card data and other erroneous transmissions. Although we have measures in place to detect and reduce the occurrence of fraudulent activity on our platform, those measures may not always be effective. These measures must be continually improved and may not be effective against evolving methods of fraud or in connection with new platform offerings. If we cannot adequately control the risk of fraudulent activity on our platform, it could harm our business, results of operations and financial condition.

We also may experience chargebacks and losses as a result of advance payment of ticket fees to creators. Under our standard terms for creators using EPP, Eventbrite passes the creator's share of ticket sales to the creator within five business days after the successful completion of the creator's event. However, we face growing pressure from creators to advance some or most of their event funds prior to completion of their events because creators need these funds to pay for event related costs such as the venue, marketing, talent and vendors. For qualified creators who apply for such advance payments, we pass proceeds from ticket sales to the creators prior to the event as we receive the ticket proceeds, subject to certain limitations. We refer to these payments as advance payouts. In 2018, approximately 15.3% of creators received advance payouts. When we advance funds, we assume some risk that the event may be cancelled, fraudulent, materially not as described or removed from our platform due to its failure to comply with our terms of service or merchant agreement or the event has significant chargebacks, refund requests and/or disputes. The terms of our standard merchant agreement obligates creators to repay us for ticket sales advanced under such circumstances. However, we may not be able to recover our losses from these events and such unrecoverable amounts could equal up to the value of the transaction or transactions passed to the creator prior to the event that is disputed. This amount could be many multiples of the fees we collect from such transaction. In the case of failure of an entire event or series of events, the volume of transactions charged back or disputed could have an adverse impact on our financial position. We have established processes and risk mitigation measures around these advance payouts. However, these advance payments pose a challenging financial risk, and our standard fraud and risk controls may be ineffective in addressing this risk. Furthermore, we must also strike a balance between these protective measures and the needs of creators for access to ticket sales through a convenient and easy process, which many of our competitors provide. If these measures do not succeed, or if we fail to strike the right balance between protective measures and creator needs, our business and results of operations may be harmed.

The total write-off from all lost advance payouts and other chargebacks was \$6.1 million and \$3.6 million for the years ended December 31, 2018 and 2017, respectively. Our failure to manage the risk of advance payouts to creators and to mitigate chargebacks and disputes due to fraud of a creator or otherwise or to recover the resulting losses from creators could have an adverse effect on our business, results of operations and financial condition.

***We rely on the experience and expertise of our founders, senior management team, key technical employees and other highly skilled personnel and the failure to retain, motivate or integrate any of these individual could have an adverse effect on our business, results of operations and financial condition.***

Our success depends upon the continued service of our founders and senior management team and key technical employees, as well as our ability to continue to attract and retain additional highly qualified personnel. Our future success depends on our continuing ability to identify, hire, develop, motivate, retain and integrate highly skilled personnel for all areas of our organization. Each of our founders, executive officers, key technical personnel and other employees could terminate his or her relationship with us at any time. The loss of any of our founders or any other member of our senior management team or key personnel might significantly delay or prevent the achievement of our business objectives and could harm our business and our relationships. Competition in our industry for qualified employees is intense. In addition, our compensation arrangements, such as our equity award programs, may not always be successful in attracting new employees and retaining and motivating our existing employees. Furthermore, several members of our management team were hired recently. If we are not able to integrate these new team members or if they do not perform adequately, our business may be harmed.

We face significant competition for personnel, particularly in the San Francisco Bay Area where our headquarters is located. To attract top talent, we have had to offer, and believe we will need to continue to offer, competitive compensation and benefits packages. We may also need to increase our employee compensation levels in response to competition. We may not be able to hire new employees quickly enough to meet our needs. If we fail to effectively manage our hiring needs or successfully integrate new hires, including our recently hired management team members, our efficiency, ability to meet forecasts and our employee morale, productivity and retention could suffer, which may harm our business.

***Our corporate culture has contributed to our success, and if we cannot maintain this culture as we grow, we could lose the innovation, creativity and teamwork fostered by our culture, which could harm our business.***

We believe that our corporate culture has been an important contributor to our success, which we believe fosters innovation, teamwork and passion for creators. Most of our employees have been with us for fewer than two years as a result of our rapid growth. As we continue to grow, we must effectively integrate, develop and motivate a growing number of new employees. As a result, we may find it difficult to maintain our corporate culture, which could limit our ability to innovate and operate effectively. Any failure to preserve our culture could also negatively affect our ability to retain and recruit personnel, maintain our performance or execute on our business strategy.

***If we fail to manage our growth effectively, our business, financial condition and results of operations could be harmed.***

We have experienced, and may continue to experience, rapid growth and organizational change, such as additional controls and procedures and new functional groups within our company, through organic growth or as the result of integrating acquired companies. For example, the number of Eventbrite employees has increased from 855 on December 31, 2017 to 1,094 on December 31, 2018 and we expect to add more employees in the future. This growth and these changes have placed, and may continue to place, significant demands on our management, operational and financial resources. Our organizational structure is becoming more complex as we build the proper level of operational, financial and management controls and develop our reporting systems and procedures. We will require significant expenditures and the allocation of valuable management resources to grow and change in these areas and integrate acquired companies. If we fail to manage our anticipated growth and changes and integrate acquired companies in a manner that preserves rapid innovation, attention to creator satisfaction and overall culture, the quality of our platform and our reputation may suffer, which could negatively affect our ability to retain and attract creators and impact our business, results of operations and financial condition.

***Our rapid growth makes it difficult to evaluate our future prospects and may increase the risk that we will not continue to grow at or near historical rates.***

We have grown rapidly over the last several years, and as a result, our ability to forecast our future results of operations is subject to a number of uncertainties, including our ability to effectively plan for and model future growth. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies in rapidly changing industries. If our assumptions regarding these risks and uncertainties, which we use to plan and operate our business, are incorrect or change, or if we do not address these risks successfully, our results of operations could differ materially from our expectations, our growth rates may slow and our business would suffer.

***Our pricing package options were recently launched and may affect our ability to attract or retain creators.***

In the past, we have adjusted our prices either for individual creators in connection with long-term agreements or for new markets. In September 2017, we launched new pricing package options for creators based on the features required, service level desired and budget and we periodically adjusted the price of our packages. While we determined these prices and packages based on prior experience and feedback from creators, our assessments may not be accurate and we could be underpricing or overpricing our services, which may require us to continue to adjust our pricing packages. Furthermore, creators' price sensitivity may vary by location, and as we expand into different countries, our pricing packages may not enable us to compete effectively in these countries. In addition, if our platform or services change, then we may need to, or choose to, revise our pricing. Such changes to our pricing model or our ability to efficiently price our packages and solution could harm our business, results of operations and financial condition and impact our ability to predict our future performance.

***If we cannot attract and retain attendees, our business will be harmed.***

In order to continue to support creators, we need to continue to provide a compelling platform for creators to attract and retain attendees. Several factors may impact an attendee's experience with our platform, including:

- our ability to provide an easy solution for attendees to buy tickets or register for an event;
- outages or delays in our platform and other services, including delays in getting into events;
- compatibility with other third-party services, such as Facebook and Spotify, and our ability to connect with other applications through our API;
- fraudulent or unsuccessful events that may result in a bad experience for attendees;
- breaches and other security incidents that could compromise the data of attendees; and
- quality of our customer service and our ability to respond to complaints and other issues in a timely and effective manner.

If attendees become dissatisfied with their experiences on our platform or at an event, they make request refunds, provide negative reviews of our platform or decide not to attend future events on our platform, all of which would harm our business and reputation.

***A significant number of our employees are located in Argentina and any favorable or unfavorable developments in Argentina could have an impact on our results of operations.***

A significant number of our employees, including engineering and sales and marketing employees, are located in Argentina, and therefore, a portion of our operating expenses are denominated in Argentine pesos. As of December 31, 2018, we had a total of 158 employees located in Argentina, of which 93 are engineers. If the peso strengthens against the U.S. dollar, it could have a negative impact on our results of operations as it would increase our operating expenses. Our business activities in Argentina also subject us to risks associated with changes in and interpretations of Argentine law, including laws related to employment, the protection and ownership of intellectual property and U.S. ownership of Argentine operations. Furthermore, if we had to scale down or close our Argentine operations, there would be significant time and cost required to relocate those operations elsewhere, which could have an adverse impact on our overall cost structure.

The Argentine government has historically exercised significant influence over the country's economy. Additionally, the country's legal and regulatory frameworks have at times suffered radical changes, due to significant political influence and uncertainties. In the past, government policies in Argentina included expropriation, nationalization, forced renegotiation or modification of existing contracts, suspension of the enforcement of creditors' rights, new taxation policies, including royalty and tax increases and retroactive tax claims, and changes in laws and policies affecting foreign trade and investment. Such policies could destabilize the country and adversely affect our business and operating expenses.

In addition, Argentina has experienced labor unrest over wages and benefits paid to workers. In the past, the Argentine government has passed laws, regulations, and decrees requiring companies in the private sector to maintain minimum wage levels and provide specified benefits to employees and may do so again in the future. Employers have also experienced significant pressure from their employees and labor organizations to increase wages and to provide additional employee benefits. Any disruptions, labor unrest, or increased personnel-related expenses in Argentina could have an adverse effect on our business and operating expenses.

***Our metrics and estimates are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may seriously harm and negatively affect our reputation and our business.***

We regularly review metrics to evaluate growth trends, measure our performance, and make strategic decisions. These metrics are calculated using internal company data and have not been validated by an independent third party. Errors or inaccuracies in our metrics or data could result in incorrect business decisions and inefficiencies. Furthermore, if we discover material inaccuracies in our metrics, we may not be able to accurately assess the health of our business and our reputation and our business may be harmed.

***Creator and attendee growth and retention depend upon effective interoperation with operating systems, networks, devices, web browsers and standards that we do not control.***

We make our platform available across a variety of operating systems and web browsers. We are dependent on the interoperability of our platform with popular devices, mobile operating systems and web browsers that we do not control, such as Android, iOS, Chrome and Firefox. Any changes, bugs or technical issues in such systems, devices or web browsers that degrade the functionality of our platform, make it difficult for creators or attendees to access or use our platform, impose fees related to our platform or give preferential treatment to competitive products or services could adversely affect usage of our platform. In the event that it is difficult for creators or attendees to access and use our platform, our business and results of operations could be harmed.

***Our failure to successfully address the evolving market for transactions on mobile devices and to build mobile products could harm our business.***

A significant and growing portion of creators and attendees access our platform through mobile devices. The number of people who access the Internet and purchase goods and services through mobile devices, including smartphones and handheld tablets or computers, has increased significantly in the past few years and is expected to continue to increase. If we are not able to provide creators and attendees with the experience and solutions they want on mobile devices, our business may be harmed.

While we have created mobile applications and versions of much of our web content, if these mobile applications and versions are not well received by creators and attendees, our business may suffer. In addition, we face different fraud risks and regulatory risks from transactions sent from mobile devices than we do from personal computers. If we are unable to effectively anticipate and manage these risks, our business and results of operations may be harmed.

***Our software is highly complex and may contain undetected errors.***

The software underlying our platform is highly complex and may contain undetected errors or vulnerabilities, some of which may only be discovered after the code has been used in a production environment to deliver products and services. Any real or perceived errors, failures, bugs or other vulnerabilities discovered in our code could result in negative publicity and damage to our reputation, loss of creators and attendees, loss of or delay in market acceptance of our platform, loss of competitive position, loss of revenue or liability for damages, overpayments and/or underpayments, any of which could harm the confidence of creators and attendees on our platform, our business, results of operations and financial condition. In such an event, we may be required or may choose to expend additional resources in order to help correct the problem. Since creators use our platform for processes that are critical to their businesses, errors, failures or bugs in our code could result in creators seeking significant compensation from us for any losses they suffer and/or ceasing conducting business with us altogether. There can be no assurance that provisions typically included in our agreements with creators that attempt to limit our exposure to claims would be enforceable or adequate or would otherwise protect us from liabilities or damages with respect to any particular claim. Even if unsuccessful, a claim brought against us by any creators would likely be time-consuming and costly to defend and could seriously damage our reputation and brand.

*We rely on software and services licensed from other parties. Defects in or the loss of software or services from third parties could increase our costs and adversely affect the quality of our service.*

Components of our platform include various types of software and services licensed from unaffiliated third parties. Our business would be disrupted if any of the software or services we license from others or functional equivalents thereof were either no longer available to us or no longer offered on commercially reasonable terms. In either case, we would be required to either redesign our platform to function with software or services available from other parties or develop these components ourselves, which would result in increased costs and could result in delays in the release of new solutions and services on our platform. Furthermore, we might be forced to limit the features available in our platform due to changes by our third-party software and service providers. In addition, if we fail to maintain or renegotiate any of these software or service licenses, we could face significant delays and diversion of resources in attempting to license and integrate functional equivalents.

*If we fail to adequately protect our intellectual property rights, our competitive position could be impaired and we may lose valuable assets, generate reduced revenue and incur costly litigation to protect our rights.*

Our success is dependent, in part, upon protecting our intellectual property rights. We rely on a combination of patents, copyrights, trademarks, service marks, trade secret laws and contractual restrictions to establish and protect our intellectual property rights in our platform. However, the steps we take to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. While we take precautions, it may still be possible for unauthorized third parties to copy our technology and use our proprietary information to create solutions and services that compete with ours. Some license provisions protecting against unauthorized use, copying, transfer and disclosure of our technology may be unenforceable under the laws of certain jurisdictions and foreign countries. Further, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States. To the extent we expand our international activities, our exposure to unauthorized copying and use of our technology and proprietary information may increase.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with the parties with whom we have strategic relationships and business alliances. No assurance can be given that these agreements will be effective in controlling access to, and use and distribution of, our platform and proprietary information. Further, these agreements do not prevent our competitors from independently developing technologies that are substantially equivalent or superior to our platform or solutions.

In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Litigation to protect and enforce our intellectual property rights could be costly, time consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales or the implementation of our platform or solutions, impair the functionality of our platform or solutions, delay introductions of enhancements to our platform, result in our substituting inferior or more costly technologies into our platform or solutions, or injure our reputation. In addition, we may be required to license additional technology from third parties to develop and market new features in our platform or solutions, and we cannot assure you that we could license that technology on commercially reasonable terms or at all. Our inability to license such technology on commercially reasonable terms could adversely affect our ability to compete.

***We use open source software in our platform, which could subject us to litigation or other actions.***

We use open source software in our platform and may use more open source software in the future. The terms of many open source licenses to which we are subject have not been interpreted by U.S. or foreign courts, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide or distribute our platform. From time to time, there have been claims challenging the ownership of open source software against companies that incorporate open source software into their solutions. As a result, we could be subject to lawsuits by parties claiming ownership of what we believe to be open source software. Litigation could be costly for us to defend, have an adverse effect on our business, results of operations or financial condition or require us to devote additional research and development resources to change our platform. In addition, if we were to combine our proprietary software with open source software in a certain manner, we could, under certain of the open source licenses, be required to release the source code of our proprietary software. If we inappropriately use open source software, we may be required to re-engineer our platform, discontinue the sale of our platform or take other remedial actions. In addition to risks related to license requirements, use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of software.

***Our business is subject to various import and export regulations. Our failure to comply with those laws and regulations could harm our business.***

Economic and trade sanctions programs that are administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) prohibit or restrict transactions to or from, and dealings with specified countries, their governments, and in certain circumstances, with individuals and entities that are specially designated nationals of those countries, and other sanctioned persons, including narcotics traffickers and terrorists or terrorist organizations. As federal, state and foreign legislative regulatory scrutiny and enforcement actions in these areas increase, we expect our costs to comply with these requirements will increase, perhaps substantially. Failure to comply with any of these requirements could result in the limitation, suspension or termination of our platform, imposition of significant civil and criminal penalties, including fines, and/or the seizure and/or forfeiture of our assets. While we have policies and procedures for compliance with these economic sanctions regulations, given the technical limitations in developing measures that will prevent access to Internet-based services from particular geographies or by particular individuals, and additional factors, such as the ability of users to place on our platform false or deliberately misleading information, we believe that we may have provided services in connection with events that were located in a country subject to an embargo by the United States that may not have been in compliance with the economic sanctions regulations administered by OFAC. We have previously identified and expect we will continue to identify customer accounts for our platform and services that may originate from or are intended to benefit, persons in countries that are subject to U.S. embargoes including events in or relating to Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine.

On June 11, 2018, we submitted to OFAC an initial voluntary self-disclosure, and on July 17, 2018, a final report regarding the discovery of potentially unauthorized uses of our services by persons and in countries subject to U.S. economic sanctions. We will continue to work to remediate gaps in our compliance policies and procedures, potentially in ways that may be time-consuming or result in the delay or loss of sales opportunities or impose other costs. Additionally, we cannot guarantee these measures will be fully effective in deterring unlawful activity on our platform. OFAC may conduct its own investigation of these events to determine whether to assess fines and penalties. We cannot predict when OFAC will complete its review and determine whether any violations occurred or levy penalties, including potential penalties against us for facilitating unlawful activity. Each instance in which we provide services through our platform may constitute a separate violation of these laws.

Further, our products incorporate encryption technology. These encryption products may be exported from the United States only with the required export authorizations, including by a license, a license exception or other appropriate government authorizations. Such products may also be subject to certain regulatory reporting requirements. Various countries also regulate the import of certain encryption technology, including through import permitting and licensing requirements, and have enacted laws that could limit our customers' ability to import our services into those countries. Governmental regulation of encryption technology and of exports and imports of encryption products, or our failure to obtain required approval for our products and services, when applicable, could harm our international sales and adversely affect our revenue. Compliance with applicable regulatory requirements regarding the provision of our products and services, including with respect to new products and services, may delay the introduction of our products and services in various markets or, in some cases, prevent the provision of our products and services to some countries altogether.

***Our business is subject to a wide range of laws and regulations. Our failure to comply with those laws and regulations could harm our business.***

We are subject to a number of U.S. federal and state and foreign laws and regulations that involve matters central to our business. For example, our platform is subject to an increasingly strict set of legal and regulatory requirements intended to help detect and prevent money laundering, terrorist financing, fraud and other illicit activity. The interpretation of those requirements by judges, regulatory bodies and enforcement agencies is changing, often quickly and with little notice. Changes in laws and regulations could impose more stringent requirements on us to detect and prevent illegal and improper activity by creators, which can increase our operating costs and reduce our margins. For example, to date, platforms like ours are immune from liability resulting from the improper or illegal actions facilitated by the platform, but initiated by its users, under Section 230 of the Communications Decency Act (CDA). If the CDA is amended in a manner that reduces protections for our platform, we will need to increase our content moderation operations, which may harm our results of operations.

In addition, the ticketing business is subject to many laws and regulations, both foreign and domestic. These laws and regulations vary from jurisdiction to jurisdiction and may sometimes conflict. Outside of ticketing regulations, creators are often subject to regulations of their own, such as permitting and crowd control requirements. Regulatory agencies or courts may claim or hold that we are responsible for ensuring that creators comply with these laws and regulations, which could greatly increase our compliance costs, expose us to litigation, subject us to fines and penalties and otherwise harm our business.

***Failure to comply with economic sanctions and anti-bribery, anti-corruption and similar laws associated with our activities outside of the United States could subject us to penalties and other adverse consequences.***

We are subject to the United States Foreign Corrupt Practices Act of 1977, as amended (FCPA), the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the United Kingdom Bribery Act 2010 (Bribery Act), and other anti-corruption and anti-bribery laws in various jurisdictions, both domestic and abroad, where we conduct activities or have users. Our sales team sells use of our platform abroad, and we face significant risks if we fail to comply with the FCPA and other anti-corruption laws that prohibit companies and their agents and third-party business parties and intermediaries from authorizing, offering, or providing, directly or indirectly, improper payments or benefits to foreign government officials, political parties and private-sector recipients for the purpose of obtaining or retaining business, directing business to any person, or securing any advantage. In many foreign countries, particularly in countries with developing economies, it may be a local custom that businesses engage in practices that are prohibited by the FCPA or other applicable laws and regulations. We may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities and we may be held liable for the corrupt or other illegal activities of these third-party intermediaries, our employees, representatives, contractors, partners, service providers and agents, even if we do not authorize such activities. While we have policies and procedures to address compliance with such laws, we cannot ensure that all of our employees, users and agents, as well as those contractors to which we outsource certain of our business operations, will not take actions in violation of our policies or agreements and applicable law, for which we may be ultimately held responsible.

Further, as noted above, we believe it may have been used for events located in countries subject to an embargo by the United States in potential violation of the economic sanctions regulations and has filed an initial voluntary self-disclosure with OFAC. We are conducting an internal review and will then submit a final voluntary self-disclosure to OFAC. Any violation of the FCPA or other applicable anti-bribery, anti-corruption laws, and economic sanctions laws could result in various actions, including whistleblower complaints, adverse media coverage, investigations and actions by federal or state attorneys general or foreign regulators, loss of export privileges, severe criminal or civil fines and penalties or other sanctions, forfeiture of significant assets, or suspension or debarment from U.S. government contracts, all of which may have an adverse effect on our reputation, business, results of operations and prospects. Responding to any enforcement action may result in a significant diversion of management's attention and resources and significant defense costs and other professional fees. Civil penalties for violations of the economic sanctions regulations may include monetary penalties of up to approximately \$295,000 or twice the value of the transaction, whichever is greater, per violation as well as criminal penalties for knowing and willful violations. A filing of a voluntary self-disclosure mitigates any potential civil penalties. At this time, we cannot determine if OFAC would impose any penalties against us or individuals for the potential violations and if any such penalties would be material to us.

***Failure to comply with applicable anti-money laundering laws and regulations could harm our business and result of operations.***

Due to the risk of our platform being used for illegal or illicit activity, any perceived or actual breach of compliance by us with respect to anti-money laundering (AML) laws, rules, and regulations, including the Bank Secrecy Act, USA Patriot Act and Title 18 U.S.C. Sections 1956-57 and 1960, could have a significant impact on our reputation and could cause us to lose existing creators and attendees, prevent us from obtaining new creators, require us to expend significant funds to remedy civil and criminal problems caused by violations and to avert further violations and expose us to legal risk and potential liability that could have a material effect on our business. Several of these laws require certain companies to adopt an AML compliance program, including those companies that are characterized as a money services business or money transmitter. Moreover, many states have their own AML legal regulatory regimes and interpretations and applications of those legal principles are complex and varied. If the federal government or any state government took the position that we were a money services business or money transmitter, they could require us to register as such and obtain a money transmitter license.

While we maintain that we are not a money services business or money transmitter, we have voluntarily elected to adopt an AML compliance program to mitigate the risk of our platform being used for illegal or illicit activity and to help detect and prevent fraud. Our AML compliance program is designed to foster trust in our platform and services connecting event creators and event attendees and also may mitigate our legal exposure should any federal or state regulator challenge our determination that we are not a money services business or money transmitter. Should a federal or state regulator make a determination that we have operated as an unlicensed money services business or money transmitter, we could be subject to civil and criminal fines, penalties, costs, legal fees, reputational damage or other negative consequences, all of which may have an adverse effect on our business, finances, and operations.

***Failure to comply with laws and regulations related to payments could harm our business and results of operations.***

The laws and regulations related to payments are complex and vary across different jurisdictions in the United States and globally. Furthermore, changes in laws, rules and regulations have occurred and may occur in the future, which may impact our business practices. As a result, we are required to spend significant time and effort to comply with those laws and regulations and to ensure that creators and attendees are complying with those laws and regulations. Any failure or claim of our failure to comply or any failure by our third-party service providers and partners to comply with such laws and regulations or other requirements, including the Payment Card Industry Data Security Standard (PCI-DSS), could divert substantial resources, result in liabilities or force us to stop offering EPP, which will harm our business and results of operations.

For example, if we are deemed to be a money transmitter as defined by applicable regulation, we could be subject to certain laws, rules and regulations enforced by multiple authorities and governing bodies in the United States and numerous state and local agencies who may define money transmitter differently. For example, certain states may have a more expansive view of money transmitter. Additionally, outside of the United States, we could be subject to additional laws, rules and regulations related to the provision of payments and financial services, and as we expand into new jurisdictions, the foreign regulations and regulators governing our business that we are subject to will expand as well. If we are found to be a money transmitter under any applicable regulation and we are not in compliance with such regulations, we may be subject to fines or other penalties in one or more jurisdictions levied by federal or state or local regulators, including state Attorneys General, as well as those levied by foreign regulators. In addition to fines, penalties for failing to comply with applicable rules and regulations could include criminal and civil proceedings, forfeiture of significant assets, or other enforcement actions. We could also be required to make changes to our business practices or compliance programs as a result of regulatory scrutiny.

Additionally, if we experience substantial losses related to payment card transactions or in the event of noncompliance with the PCI-DSS, we may choose to, or be required to, cease accepting certain payment cards for payment. If we were unable to accept payment cards through EPP, creators would be required to use third-party payment options, which would reduce the simplicity and ease-of-use of our platform.

***Our reported results of operations may be adversely affected by changes in accounting principles generally accepted in the United States.***

Generally accepted accounting principles in the United States are subject to interpretation by the Financial Accounting Standards Board (FASB), the SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported results of operations, and may even affect the reporting of transactions completed before the announcement or effectiveness of a change.

***We face potential liability, expenses for legal claims and harm to our business based on the nature of the events business.***

We face potential liability and expenses for legal claims relating to the events business, including potential claims related to event injuries allegedly caused by us, creators, service providers, partners or unrelated third parties. For example, third parties could assert legal claims against us in connection with personal injuries related to occurrences at an event, including deaths. Even if our personnel are not involved in these occurrences, we may face legal claims and still incur substantial expenses to resolve such claims. Further, Eventbrite may provide guidance or onsite personnel for event safety. In such instances, if an injury occurs at an event, we may face legal claims or additional liability for providing such services.

***Unfavorable outcomes in legal proceedings may harm our business and results of operations.***

Our results of operations may be affected by the outcome of pending and future litigation, claims, investigations, legal and administrative cases and proceedings, whether civil or criminal, or lawsuits by governmental agencies or private parties. If the results of these legal proceedings are unfavorable to us or if we are unable to successfully defend against third-party lawsuits, we may be required to pay monetary damages or may be subject to fines, penalties, injunctions or other censure that could have an adverse effect on our business, results of operations and financial condition. Even if we adequately address the issues raised by an investigation or proceeding or successfully defend a third-party lawsuit or counterclaim, we may have to devote significant financial and management resources to address these issues, which could harm our business, results of operations and financial condition.

***Our results of operations may be adversely affected if we are subject to a protracted infringement claim or a claim that results in a significant damage award.***

There is considerable patent and other intellectual property development activity in our industry. Our success depends on our not infringing upon the intellectual property rights of others. Our competitors, as well as a number of other entities, including non-practicing entities and individuals, may own or claim to own intellectual property rights relating to our industry and may challenge the validity or scope of our intellectual property rights. From time to time, third parties, including our competitors and non-practicing entities, have claimed and may in the future claim that our products or technologies may infringe their intellectual property rights and may assert patent, copyright, trade secret and other claims based on intellectual property rights against us and our customers, suppliers and channel partners. For example, in February 2013, a non-practicing entity named Eventbrite as a defendant in a multi-defendant patent infringement claim. A claim may also be made relating to technology or intellectual property rights that we acquire or license from third parties. If we were subject to a claim of infringement, regardless of the merit of the claim or our defenses, the claim could:

- require costly litigation to resolve and the payment of substantial damages;
- require significant management time;
- cause us to enter into unfavorable royalty or license agreements;
- require us to discontinue the sale of products and solutions through our platform;
- require us to indemnify creators or third-party service providers or partners; and/or
- require us to expend additional development resources to redesign our platform.

***If currency exchange rates fluctuate substantially in the future, our results of operations, which are reported in U.S. dollars, could be adversely affected.***

Our international operations expose us to the effects of fluctuations in currency exchange rates. We incur expenses for employee compensation and other operating expenses at our international locations in the local currency, and accept payment in currencies other than the U.S. dollar. Since we conduct business in currencies other than U.S. dollars but report our results of operations in U.S. dollars, we face exposure to fluctuations in currency exchange rates, which could have a negative impact on our results of operations.

***Our international operations subject us to potential adverse tax consequences and additional taxes.***

We generally conduct our international operations through wholly owned subsidiaries and report our taxable income in various jurisdictions worldwide based upon our business operations in those jurisdictions. Because of these international operations, we may be subject to adverse tax changes or interpretation, increased taxes due to increased international expansion, and tax charges due to complex intercompany agreements.

We may be subject to income taxation in several jurisdictions around the world with increasingly complex tax laws, the application of which can be uncertain. The amount of taxes we pay in these jurisdictions could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or revised interpretations of existing tax laws and precedents, which could have an adverse effect on our liquidity and results of operations. In addition, the authorities in these jurisdictions could review our tax returns and impose additional tax, interest and penalties, and the authorities could claim that various withholding requirements apply to us or assert that benefits of tax treaties are not available to us, any of which could have a negative impact on us or our results of operations. As we earn an increasing portion of our revenue, and accumulate a greater portion of our cash flow, in foreign jurisdictions, we could face a higher effective tax rate and incremental cash tax payments.

Additionally, our intercompany relationships are subject to complex transfer pricing regulations administered by taxing authorities in various jurisdictions. The relevant taxing authorities may disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest and penalties, which could result in one-time tax charges, higher effective tax rates and reduced cash flows and may harm our results of operations and financial condition. We believe that our financial statements reflect adequate reserves to cover such a contingency, but there can be no assurances in that regard.

***Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations.***

As of December 31, 2018, we had net operating loss carryforwards (NOLs) for federal and California income tax purposes of approximately \$140.6 million and \$49.6 million, respectively, which may be available to offset tax income in the future. In general, under Section 382 of the Internal Revenue Code of 1986, as amended (Code), a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change NOLs to offset future taxable income. We have undergone ownership changes in the past, which have resulted in minor limitations on our ability to utilize our NOLs, and future changes in our stock ownership, some of which are outside of our control, could result in an ownership change under Section 382 of the Code. The existing NOLs of some of our subsidiaries may be subject to limitations arising from ownership changes prior to, or in connection with, their acquisition by us. Furthermore, our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. There is also a risk that due to regulatory changes, such as suspensions on the use of NOLs or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable to offset future income tax liabilities, including for state tax purposes. For these reasons, we may not be able to utilize some portion of our NOLs, none of which are currently reflected on our balance sheet, even if we attain profitability.

The Tax Cuts and Jobs Act (Tax Act) was enacted on December 22, 2017 and significantly reforms the Code. The Tax Act, among other things, includes changes to U.S. federal tax rates and the rules governing net operating loss carryforwards. For NOLs arising in tax years beginning after December 31, 2017, the Tax Act limits a taxpayer’s ability to utilize NOL carryforwards to 80% of taxable income (as calculated before taking the NOL carryforwards into account). In addition, NOLs arising in tax years ending after December 31, 2017 can be carried forward indefinitely, but carryback is generally prohibited. NOLs generated in tax years beginning before January 1, 2018 will not be subject to the taxable income limitation, and NOLs generated in tax years ending before January 1, 2018 will continue to have a two-year carryback and twenty-year carryforward period. As we maintain a full valuation allowance against our U.S. NOLs, these changes will not impact our balance sheet as of December 31, 2018. However, in future years, at the time a deferred tax asset is recognized related to our NOLs, the changes in the carryforward/carryback periods as well as the new limitation on use of NOLs may significantly impact our valuation allowance assessments for NOLs generated after December 31, 2017.

***We have incurred indebtedness, which could adversely affect our ability to adjust our business to respond to competitive pressures and to obtain sufficient funds to satisfy our future research and development needs, to protect and enforce our intellectual property and to meet other needs.***

In September 2018, we entered into a credit agreement (Credit Agreement) with the lenders party thereto and JPMorgan Chase Bank, N.A., as the administrative agent (in such capacity, Administrative Agent). The Credit Agreement provides for (i) the New Term Loans in the aggregate principal amount of \$75.0 million and (ii) the New Revolving Credit Facility in aggregate principal amount of \$75.0 million. The New Revolving Credit Facility includes a \$10.0 million subfacility for the issuance of letters of credit. The full amount of the New Term Loans was drawn on September 27, 2018 (Closing Date). As of December 31, 2018, we had \$73.6 million of principal indebtedness outstanding under the Credit Agreement. The New Term Loans and the New Revolving Credit Facility will each mature on the fifth anniversary of the Closing Date. The Credit Facilities are guaranteed by the our existing and future direct and indirect wholly owned material domestic subsidiaries (Guarantors). Obligations under the New Credit Facilities are secured by first priority security interests in substantially all of the our and each of the Guarantor's current and future assets, including a pledge of the capital stock of subsidiaries held by us or the Guarantors (which pledge, in the case of any foreign subsidiary, is limited to 65% of the voting capital stock and 100% of the non-voting stock of such foreign subsidiary).

The Credit Agreement contains, and any additional debt financing we may incur would likely contain, covenants requiring us to maintain or adhere to certain covenants that restrict our operations, which include limitations on our ability to, among other things: incur additional indebtedness; create liens on property; engage in mergers, consolidations and other fundamental changes; dispose of assets; make investments, loans or advances; make certain acquisitions; engage in certain transactions with affiliates; declare or pay dividends on, or repurchase, our stock; and change our lines of business or fiscal year.

Complying with these covenants could adversely affect our ability to respond to changes in our business and manage our operations. In addition, these covenants could affect our ability to invest capital in new businesses and fund capital expenditures for existing businesses. Our ability to comply with these covenants and other provisions in our Credit Agreement and any future credit facilities or debt instruments may be affected by changes in our operating and financial performance, changes in general business and economic conditions, adverse regulatory developments or other events beyond our control. A failure by us to comply with the restrictive covenants and any financial ratios contained in our Credit Agreement and any future credit facilities or debt instruments could result in an event of default. Upon the occurrence of an event of default, the lenders could elect to declare all amounts outstanding to be due and payable and exercise other remedies as set forth in our Credit Agreement and any future credit facilities or debt instruments. In addition, if we are in default, we may be unable to borrow additional amounts under any such facilities to the extent that they would otherwise be available and our ability to obtain future financing may also be impacted negatively. If the indebtedness under our Credit Agreement and any future credit facilities or debt instruments were to be accelerated, it would have a material adverse effect on our future financial condition.

***Our failure to raise additional capital or generate cash flows necessary to expand our operations and invest in new technologies in the future could reduce our ability to compete successfully and adversely affect our results of operations.***

We may need to raise additional funds, and we may not be able to obtain additional debt or equity financing on favorable terms, if at all. If we raise additional equity financing, our security holders may experience significant dilution of their ownership interests, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our Class A common stock and Class B common stock. If we engage in debt financing, we may be required to accept terms that restrict our ability to incur additional indebtedness, force us to maintain specified liquidity or other ratios or restrict our ability to pay dividends or make acquisitions, or agree to other restrictive covenants. If we need additional capital and cannot raise it on acceptable terms, if at all, we may not be able to, among other things:

- develop and enhance our platform and solutions;
- continue to expand our technology development, sales and marketing organizations;
- hire, train and retain employees;
- respond to competitive pressures or unanticipated working capital requirements; or
- pursue acquisition opportunities.

In addition, access to our existing lines of credit under the Credit Agreement are subject to certain financial and other covenants. Our inability to do any of the foregoing could reduce our ability to compete successfully and could have an adverse effect on our business.

***If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.***

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act and the listing standards of the New York Stock Exchange (NYSE). We expect that the requirements of these rules and regulations will continue to increase our legal, accounting and financial compliance costs, make some activities more difficult, time consuming and costly, and place significant strain on our personnel, systems and resources. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures, and internal control over financial reporting. Our disclosure controls and procedures are designed to ensure that information required to be disclosed by us in the reports that we file with the SEC is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms. We are continuing to improve our internal control over financial reporting. We have expended, and anticipate that we will continue to expend, significant resources in order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting.

Our current controls and any new controls that we develop may become inadequate because of changes in conditions in our business, including increased complexity resulting from our international expansion. Further, weaknesses in our disclosure controls or our internal control over financial reporting may be discovered in the future. Any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting could also adversely affect the results of management reports and independent registered public accounting firm audits of our internal control over financial reporting that we will eventually be required to include in our periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures, and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the market price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the NYSE.

Our independent registered public accounting firm is not required to formally attest to the effectiveness of our internal control over financial reporting until after we are no longer an “emerging growth company” as defined in the JOBS Act. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed or operating. Any failure to maintain effective disclosure controls and internal control over financial reporting could have an adverse effect on our business and results of operations and could cause a decline in the price of our Class A common stock.

#### **Risks Related to Ownership of Our Class A Common Stock**

***We have a limited operating history in an evolving industry which makes it difficult to evaluate our current business future prospects and increases the risk of your investment.***

We launched operations in 2006. This limited history in an evolving industry makes it difficult to effectively assess or forecast our future prospects. You should consider our business and prospects in light of the risks and difficulties we encounter or may encounter. These risks and difficulties include our ability to cost-effectively acquire new creators and engage and retain existing creators, maintain the quality of our technology infrastructure that can efficiently and reliably handle ticket sales and event management services globally and the deployment of new features and solutions and successfully compete with other companies that are currently in, or may enter, the ticketing and event solution space. Additional risks include our ability to effectively manage growth, responsibly use the data that creators and attendees share with us, process, store, protect and use personal data in compliance with governmental regulation, contractual obligations and other legal obligations related to privacy and security and avoid interruptions or disruptions in our service or slower than expected load times for our platform. Other risks posed by our limited operating history include the ability to hire, integrate and retain world class talent at all levels of the company, continue to expand our business in markets outside the United States, and defend ourselves against litigation, regulatory, intellectual property, privacy or other claims. If we fail to address the risks and difficulties that we face, including those associated with the challenges listed above, our business and our results of operations will be adversely affected.

***The market price of our Class A common stock may be volatile and may decline regardless of our operating performance.***

Prior to our initial public offering, there was no public market for shares of our Class A common stock. The market prices of the securities of other newly public companies have historically been highly volatile. The market price of our Class A common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including, but not limited to:

- overall performance of the equity markets and/or publicly-listed technology companies;
- actual or anticipated fluctuations in our net revenue or other operating metrics;
- changes in the financial projections we provide to the public or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of us, changes in financial estimates by any securities analysts who follow our company or our failure to meet the estimates or the expectations of investors;
- the economy as a whole and market conditions in our industry;
- rumors and market speculation involving us or other companies in our industry;
- announcements by us or our competitors of significant innovations, acquisitions, strategic partnerships, joint ventures or capital commitments;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- lawsuits threatened or filed against us;
- recruitment or departure of key personnel;
- other events or factors, including those resulting from war, incidents of terrorism or responses to these events; and
- the expiration of contractual lock-up or market standoff agreements.

In addition, extreme price and volume fluctuations in the stock markets have affected and continue to affect many technology companies' stock prices. Often, their stock prices have fluctuated in ways unrelated or disproportionate to the companies' operating performance. In the past, stockholders have filed securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and harm our business.

Moreover, because of these fluctuations, comparing our results of operations on a period-to-period basis may not be meaningful. You should not rely on our past results as an indication of our future performance. This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our net revenue or results of operations fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our Class A common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated net revenue or earnings forecasts that we may provide.

***The dual class structure of our common stock has the effect of concentrating voting control with our directors, executive officers and their affiliates and that may depress the trading price of our Class A common stock.***

Our Class B common stock has ten votes per share and our Class A common stock has one vote per share. As of January 31, 2019, our directors, executive officers and stockholders holding more than 5% of our outstanding shares, and their affiliates, beneficially own in the aggregate 48.4% of the voting power of our capital stock. Because of the ten-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively will continue to control a majority of the combined voting power of our common stock and therefore be able to control all matters submitted to our stockholders for approval until September 20, 2028, the date that is the ten year anniversary of the closing of our IPO. This concentrated control will limit or preclude your ability to influence corporate matters for the foreseeable future, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval. In addition, this may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that you may feel are in your best interest as one of our stockholders.

Future transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions, such as certain transfers effected for estate planning purposes. The conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of Class B common stock who retain their shares in the long-term.

In addition, in July 2017, Standard & Poor's announced that they would cease to allow most newly public companies utilizing dual or multi-class capital structures to be included in their indices. Affected indices include the S&P 500, S&P MidCap 400, and S&P SmallCap 600, which together make up the S&P Composite 1500. Under the announced policies, our dual class capital structure would make us ineligible for inclusion in any of these indices, and as a result, mutual funds, exchange-traded funds, and other investment vehicles that attempt to passively track these indices will not be investing in our stock. These policies are new and it is as of yet unclear what effect, if any, they will have on the valuations of publicly-traded companies excluded from the indices, but it is possible that they may depress these valuations compared to those of other similar companies that are included.

***We are an emerging growth company, and any decision on our part to comply only with certain reduced reporting and disclosure requirements applicable to emerging growth companies could make our Class A common stock less attractive to investors.***

We are an emerging growth company, and, for as long as we continue to be an emerging growth company, we may choose to take advantage of exemptions from various reporting requirements applicable to other public companies but not to "emerging growth companies," including:

- not being required to have our independent registered public accounting firm audit our internal control over financial reporting under Section 404 of the Sarbanes-Oxley Act;
- reduced disclosure obligations regarding executive compensation in our periodic reports and annual report on Form 10-K; and
- exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

Our status as an emerging growth company will end as soon as any of the following takes place:

- the last day of the fiscal year in which we have more than \$1.07 billion in annual revenue;
- the date we qualify as a "large accelerated filer," with at least \$700 million of equity securities held by non-affiliates;
- the date on which we have issued, in any three-year period, more than \$1.0 billion in non-convertible debt securities; or
- the last day of the fiscal year ending after the fifth anniversary of the completion of our initial public offering.

We cannot predict if investors will find our Class A common stock less attractive if we choose to rely on the exemptions afforded to emerging growth companies. If some investors find our Class A common stock less attractive because we rely on any of these exemptions, there may be a less active trading market for our Class A common stock and the market price of our Class A common stock may be more volatile.

Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

***If securities or industry analysts do not publish or cease publishing research, or publish inaccurate or unfavorable research, about our business, the price of our Class A common stock and trading volume could decline.***

The trading market for our Class A common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. If industry analysts do not publish or cease publishing research on our company, the trading price for our Class A common stock would be negatively affected. If one or more of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, our Class A common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us on a regular basis, demand for our Class A common stock could decrease, which might cause our Class A common stock price and trading volume to decline.

***Sales of substantial amounts of our Class A common stock in the public markets, such as when our lock-up restrictions are released, or the perception that sales might occur, could cause the market price of our Class A common stock to decline.***

Sales of a substantial number of shares of our Class A common stock into the public market, particularly sales by our directors, executive officers and principal stockholders, or the perception that these sales might occur, could cause the market price of our Class A common stock to decline. Substantially all of our securities that were outstanding prior to the completion of our initial public offering are currently restricted from resale as a result of lock-up and market standoff agreements. These securities will become available to be sold 180 days after the date of the Prospectus. Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC may, in their discretion, permit our security holders to sell shares prior to the expiration of the restrictive provisions contained in the lock-up agreements. Sales of a substantial number of such shares upon expiration of the lock-up and market standoff agreements, the perception that such sales may occur or early release of these agreements could cause our market price to fall or make it more difficult for you to sell your Class A common stock at a time and price that you deem appropriate. Shares held by directors, executive officers and other affiliates will also be subject to volume limitations under Rule 144 under the Securities Act of 1933, as amended (Securities Act), and various vesting agreements.

In addition, as of December 31, 2018, we had 22,012,597 options outstanding that, if fully exercised, would result in the issuance of shares of Class B common stock. All of the shares of Class B common stock issuable upon the exercise of stock options and the shares reserved for future issuance under our equity incentive plans are registered for public resale under the Securities Act. Accordingly, these shares will be able to be freely sold in the public market upon issuance, subject to existing lock-up or market standoff agreements, volume limitations under Rule 144 for our executive officers and directors and applicable vesting requirements.

As of December 31, 2018, the holders of 42,188,624 shares of our Class B common stock have rights, subject to some conditions, to require us to file registration statements for the public resale of the Class A common stock issuable upon conversion of such shares or to include such shares in registration statements that we may file for us or other stockholders. Any registration statement we file to register additional shares, whether as a result of registration rights or otherwise, could cause the market price of our Class A common stock to decline or be volatile.

***Our issuance of additional capital stock in connection with financings, acquisitions, investments, our stock incentive plans or otherwise will dilute all other stockholders.***

We expect to issue additional capital stock in the future that will result in dilution to all other stockholders. We expect to grant equity awards to employees, directors and consultants under our stock incentive plans. We may also raise capital through equity financings in the future. As part of our business strategy, we may acquire or make investments in complementary companies, products or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances of additional capital stock may cause stockholders to experience significant dilution of their ownership interests and the per share value of our Class A common stock to decline.

***The requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain executive management and qualified board members.***

As a public company, we are subject to the reporting requirements of the Exchange Act, the listing standards of the NYSE and other applicable securities rules and regulations. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting and financial compliance costs, make some activities more difficult, time-consuming and costly, and place significant strain on our personnel, systems and resources. For example, the Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and results of operations. As a result of the complexity involved in complying with the rules and regulations applicable to public companies, our management's attention may be diverted from other business concerns, which could harm our business, results of operations and financial condition. Although we have already hired additional employees to assist us in complying with these requirements, we may need to hire more employees in the future or engage outside consultants, which will increase our operating expenses.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs, and making some activities more time-consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest substantial resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from business operations to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be harmed.

We also expect that being a public company and these new rules and regulations will make it more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly to serve on our audit committee and compensation committee, and qualified executive officers.

As a result of disclosure of information in filings required of a public company, our business and financial condition will become more visible, which may result in an increased risk of threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business and results of operations could be harmed, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and harm our business, results of operations and financial condition.

The individuals who now constitute our senior management team have limited experience managing a publicly-traded company and limited experience complying with the increasingly complex laws pertaining to public companies. Our senior management team may not successfully or efficiently manage our transition to being a public company subject to significant regulatory oversight and reporting obligations.

***We do not intend to pay dividends on our Class A common stock and, consequently, the ability of Class A common stockholders to achieve a return on investment will depend on appreciation in the price of our Class A common stock.***

We have never declared or paid any dividends on our capital stock. We intend to retain any earnings to finance the operation and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. As a result, Class A common stockholders may only receive a return on your investment in our Class A common stock if the market price of our Class A common stock increases.

***Provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, limit attempts by our stockholders to replace or remove our current board of directors and limit the market price of our Class A common stock.***

Provisions that will be in our amended and restated certificate of incorporation and amended and restated bylaws may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws include provisions that:

- provide that our board of directors will be classified into three classes of directors with staggered three-year terms;
- permit the board of directors to establish the number of directors and fill any vacancies and newly-created directorships;
- require super-majority voting to amend some provisions in our amended and restated certificate of incorporation and amended and restated bylaws;
- authorize the issuance of “blank check” preferred stock that our board of directors could use to implement a stockholder rights plan;
- provide that only the Chairperson of our board of directors, our Chief Executive Officer, or a majority of our board of directors will be authorized to call a special meeting of stockholders;
- provide for a dual class common stock structure in which holders of our Class B common stock have the ability to control the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the outstanding shares of our Class A and Class B common stock, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets;
- prohibit stockholder action by written consent, which requires all stockholder actions to be taken at a meeting of our stockholders;
- provide that the board of directors is expressly authorized to make, alter or repeal our bylaws; and
- advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders at annual stockholder meetings.

Moreover, Section 203 of the Delaware General Corporation Law may discourage, delay, or prevent a change in control of our company. Section 203 imposes certain restrictions on mergers, business combinations, and other transactions between us and holders of 15% or more of our common stock.

***Our amended and restated bylaws designate a state or federal court located within the State of Delaware as the exclusive forum for certain litigation that may be initiated by our stockholders, which could limit stockholders' ability to obtain a favorable judicial forum for disputes with us.***

Our amended and restated bylaws provide that a state or federal court located within the State of Delaware will be the exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a breach of fiduciary duty;
- any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation, or our amended and restated bylaws; or
- any action asserting a claim against us that is governed by the internal affairs doctrine.

This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers or other employees, which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provision which will be contained in our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, results of operations and financial condition.

**Item 1B. Unresolved Staff Comments**

None.

**Item 2. Properties**

We lease approximately 48,812 square feet of space in San Francisco, California for our headquarters under a lease agreement that expires in November 2021. We also lease facilities in Nashville, Tennessee, Argentina, Australia, Belgium, Brazil, Canada, Germany, Ireland, the Netherlands, Spain and the United Kingdom to support our global team.

We anticipate leasing additional office space in future periods to support our growth. We intend to further expand our facilities or add new facilities as we add employees and enter new geographic markets, and we believe that suitable additional or alternative space will be available as needed to accommodate such growth. However, we expect to incur additional expenses in connection with such new or expanded facilities.

**Item 3. Legal Proceedings**

We are not a party to any material legal proceedings. From time to time we may be subject to legal proceedings and claims arising in the ordinary course of business.

**Item 4. Mine Safety Disclosures**

Not applicable.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

#### Market Information for Common Stock

Our Class A common stock has been listed on the New York Stock Exchange (NYSE) under the symbol "EB" since September 20, 2018. Prior to that date, there was no public trading market for our stock. Our Class B common stock is not listed or traded on any stock exchange.

#### Holders of Record

As of February 28, 2019, there were 9 holders of record of our Class A common stock and 635 holders of record of our Class B common stock. Because many of our shares of Class A common stock are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of beneficial owners of our Class A common stock represented by these record holders.

#### Dividend Policy

We have never declared nor paid any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not expect to pay any dividends on our capital stock in the foreseeable future. Any future determination relating to our dividend policy will be at the discretion of our board of directors, subject to applicable laws, and will depend on our financial condition, results of operations, capital requirements, general business conditions, and other factors that our board of directors considers relevant.

#### Unregistered Sale of Equity Securities

From January 1, 2018 through September 18, 2018, we granted to our employees, consultants and other service providers options to purchase an aggregate of 6,781,625 shares of common stock under our 2010 Stock Option Plan (the 2010 Plan) at exercise prices ranging from \$8.65 to \$13.72 per share, for a weighted-average exercise price of \$12.61 per share.

From January 1, 2018 through September 18, 2018, we issued and sold to our employees, consultants and other service providers an aggregate of 1,589,552 shares of common stock upon the exercise of options under our 2010 Plan at exercise prices ranging from \$0.30 to \$13.72 per share, for a weighted-average exercise price of \$4.64 per share.

From January 1, 2018 through December 31, 2018, we issued 757,218 shares of our common stock in business acquisition transactions.

We believe these transactions were exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about Eventbrite.

#### Issuer Purchases of Equity Securities

None.

#### Securities Authorized for Issuance Under Equity Incentive Plans

See Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" for information regarding securities authorized for issuance.

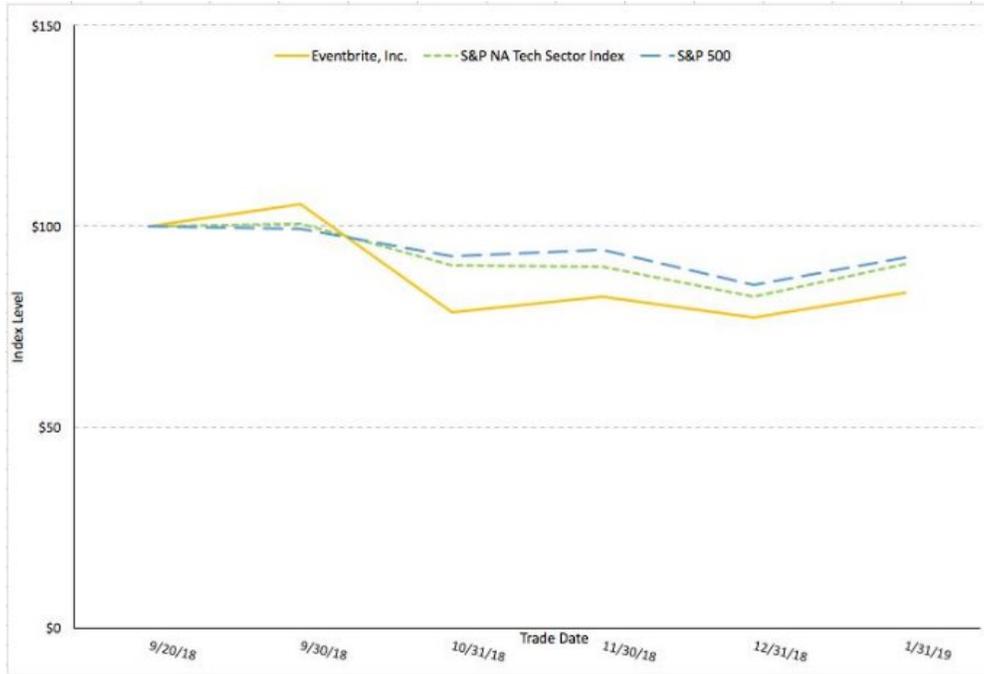
### Use of Proceeds from Initial Public Offering of Class A Common Stock

In September 2018, we closed our initial public offering of our Class A common stock (IPO), in which we sold 11,500,000 shares of our Class A common stock at a price to the public of \$23.00 per share, including shares sold in connection with the exercise of the underwriters' option to purchase additional shares. The offer and sale of all of the shares in the IPO were registered under the Securities Act pursuant to a registration statement on Form S-1 (File No. 333-226978), which was declared effective by the SEC on September 19, 2018.

We raised \$240.5 million in net proceeds after deducting underwriters' discounts and commissions of \$18.5 million and offering expenses of \$5.5 million. There has been no material change in the planned use of proceeds from our IPO as described in our Prospectus. No payments were made by us to directors, officers or persons owning ten percent or more of our common stock or to their associates, or to our affiliates, other than payments in the ordinary course of business to officers for salaries and to non-employee directors pursuant to our director compensation policy. Pending the uses described, we have invested or intend to invest the net proceeds in short-term interest-bearing investment-grade securities, certificates of deposit or government securities, pursuant to the investment policy approved by our board of directors. **Stock Performance Graph**

This performance graph shall not be deemed "soliciting material" or to be "filed" with the SEC for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any filing of Eventbrite, Inc. under the Securities Act of 1933, as amended, or the Exchange Act.

The following graph compares the cumulative total return to stockholders on our Class A common stock relative to the cumulative total returns of the Standard & Poor's 500 Index, or S&P 500, and the S&P North American Technology Index. An investment of \$100 (with reinvestment of all dividends) is assumed to have been made in our Class A common stock and in each index on September 20, 2018, the date our Class A common stock began trading on the NYSE, and its relative performance is tracked through January 31, 2019. The returns shown are based on historical results and are not intended to suggest future performance.



## Item 6. Selected Financial Data

The following selected consolidated statement of operations data for the years ended December 31, 2018, 2017 and 2016 and the consolidated balance sheet data as of December 31, 2018 and 2017 have been derived from our audited consolidated financial statements and should be read in conjunction with the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K.

	Year Ended December 31,		
	2018	2017	2016
(in thousands, except share and per share data)			
<b>Consolidated Statements of Operations Data</b>			
Net revenue	\$ 291,611	\$ 201,597	\$ 133,499
Cost of net revenue <sup>(1)</sup>	120,653	81,667	55,689
Gross profit	170,958	119,930	77,810
Operating expenses <sup>(1)</sup> :			
Product development	46,071	30,608	22,723
Sales, marketing and support	69,780	55,170	48,391
General and administrative	93,782	67,559	41,749
Total operating expenses	209,633	153,337	112,863
Loss from operations	(38,675)	(33,407)	(35,053)
Interest expense	(11,295)	(6,462)	(3,513)
Change in fair value of redeemable convertible preferred stock warrant liability	(9,591)	(2,200)	—
Loss on debt extinguishment	(178)	—	—
Other income (expense), net	(3,189)	3,509	(1,695)
Loss before provision for (benefit from) income taxes	(62,928)	(38,560)	(40,261)
Income tax provision (benefit)	1,150	(13)	131
Net loss	\$ (64,078)	\$ (38,547)	\$ (40,392)
Net loss per share, basic and diluted	\$ (1.71)	\$ (1.98)	\$ (2.48)
Weighted-average number of shares outstanding used to compute net loss per share, basic and diluted	37,540	19,500	16,291

(1) Amounts include stock-based compensation as follows:

	Year Ended December 31,		
	2018	2017	2016
Cost of net revenue	\$ 429	\$ 200	\$ 134
Product development	5,813	2,411	2,020
Sales, marketing and support	3,570	2,364	1,767
General and administrative	20,419	5,883	4,610
Total stock-based compensation expense	\$ 30,231	\$ 10,858	\$ 8,531

	December 31,		
	2018	2017	2016
	(in thousands)		
<b>Consolidated Balance Sheet Data:</b>			
Cash and cash equivalents	\$ 437,892	\$ 188,986	\$ 139,538
Working capital	237,500	29,866	34,438
Total assets	836,884	570,837	245,337
Total current liabilities	308,204	246,182	149,266
Total debt	72,722	77,751	—
Total stockholders' equity (deficit)	415,222	(155,814)	(149,084)

	Year Ended December 31,		
	2018	2017	2016
	(in thousands, except percentages)		
<b>Non-GAAP and Other Data</b>			
Paid tickets <sup>(1)</sup>	97,295	71,046	44,572
Retention rate <sup>(2)</sup>	100%	97%	93%
Adjusted EBITDA <sup>(3)</sup>	\$ 28,765	\$ 4,206	\$ (17,591)
Free cash flow <sup>(4)</sup>	\$ (5,488)	\$ 21,143	\$ (5,681)

(1) We define paid tickets as the number of tickets that generate ticket fees.

(2) To obtain our retention rate, we calculate the gross ticket fees generated by all creators in the year prior to the year of measurement (Prior Year Gross Ticket Fees). We then calculate the gross ticket fees those creators generated in the applicable year of measurement (Measurement Year Gross Ticket Fees). Finally, to calculate our retention rate for a measurement year we divide the Measurement Year Gross Ticket Fees by the Prior Year Gross Ticket Fees. Fees associated with the sale of tickets on our platform are gross ticket fees, which are the total fees generated from paid ticket sales, before adjustments for refunds, credits and amortization of non-recoupable signing fees. We calculate retention rate on an annual basis only.

(3) Adjusted EBITDA is a financial measure that is not calculated in accordance with U.S. GAAP. See the section titled “—Non-GAAP Financial Measures—Adjusted EBITDA” for information regarding Adjusted EBITDA, including the limitations of such measure, and a reconciliation of Adjusted EBITDA to net loss.

(4) Free cash flow is a financial measure that is not calculated in accordance with U.S. GAAP. See the section titled “—Non-GAAP Financial Measures—Free Cash Flow” for information regarding free cash flow, including the limitations of such measure, and a reconciliation of free cash flow to net cash provided by operating activities.

#### Non-GAAP Financial Measures

We believe that the use of Adjusted EBITDA and free cash flow is helpful to our investors as they are metrics used by management in assessing the health of our business and our operating performance. These measures, which we refer to as our non-GAAP financial measures, are not prepared in accordance with GAAP and have limitations as analytical tools, and you should not consider them in isolation or as substitutes for analysis of our results of operations as reported under GAAP. You are encouraged to evaluate the adjustments and the reasons we consider them appropriate.

##### *Adjusted EBITDA*

Adjusted EBITDA is a key performance measure that our management uses to assess our operating performance. Because Adjusted EBITDA facilitates internal comparisons of our historical operating performance on a more consistent basis, we use this measure for business planning purposes and in evaluating acquisition opportunities.

We calculate Adjusted EBITDA as net loss attributable to common stockholders adjusted to exclude depreciation and amortization, stock-based compensation expense, interest expense, the change in fair value of redeemable convertible preferred stock warrant liability, loss on debt extinguishment, direct and indirect acquisitions related costs, income tax provisions (benefit) and other income (expense), net, which consisted of interest income, foreign exchange rate gains and losses and changes in fair value of term loan embedded derivatives. Adjusted EBITDA should not be considered as an alternative to net loss or any other measure of financial performance calculated and presented in accordance with GAAP.

The following table presents a reconciliation of Adjusted EBITDA from net loss for each of the periods presented:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Net loss	\$ (64,078)	\$ (38,547)	\$ (40,392)
Add:			
Depreciation and amortization	34,608	19,418	7,639
Stock-based compensation	30,231	10,858	8,531
Interest expense	11,295	6,462	3,513
Change in fair value of redeemable convertible preferred stock warrant liability	9,591	2,200	—
Loss on debt extinguishment	178	—	—
Direct and indirect acquisition related costs <sup>(1)</sup>	2,601	7,337	1,292
Other income (expense), net	3,189	(3,509)	1,695
Income tax provision (benefit)	1,150	(13)	131
Adjusted EBITDA	<u>\$ 28,765</u>	<u>\$ 4,206</u>	<u>\$ (17,591)</u>

(1) Direct and indirect acquisition-related costs consist primarily of transaction and transition related fees and expenses incurred within one year of the acquisition date, including legal, accounting, tax and other professional fees as well as personnel-related costs such as severance and retention bonuses for completed, pending and attempted acquisitions.

Some of the limitations of Adjusted EBITDA include (i) Adjusted EBITDA does not properly reflect capital spending that occurs off of the income statement or account for future contractual commitments, (ii) although depreciation and amortization are non-cash charges, the underlying assets may need to be replaced and Adjusted EBITDA does not reflect these capital expenditures and (iii) Adjusted EBITDA does not reflect the interest and principal required to service our indebtedness. Our Adjusted EBITDA may not be comparable to similarly titled measures of other companies because they may not calculate Adjusted EBITDA in the same manner as we calculate the measure, limiting its usefulness as a comparative measure. In evaluating Adjusted EBITDA, you should be aware that in the future we will incur expenses similar to the adjustments in this presentation. Our presentation of Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by these expenses or any unusual or non-recurring items. When evaluating our performance, you should consider Adjusted EBITDA alongside other financial performance measures, including our net loss and other GAAP results.

#### **Free Cash Flow**

Free cash flow is a key performance measure that our management uses to assess our overall performance. We consider free cash flow to be a liquidity measure that provides useful information to management and investors about the amount of cash generated by our business that can be used for strategic opportunities, including investing in our business, making strategic acquisitions and strengthening our financial position.

We calculate free cash flow as cash flow from operating activities less purchases of property and equipment and capitalized internal-use software development costs, over a trailing twelve-month period. Because quarters are not uniform in terms of cash usage, we believe a trailing twelve-month view provides the best understanding of the underlying trends of the business.

The following table presents a reconciliation of our free cash flow to the most comparable GAAP measure, net cash provided by operating activities, for each of the periods indicated:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Net cash provided by operating activities	\$ 7,162	\$ 29,821	\$ 2,785
Purchases of property and equipment and capitalized internal-use software development costs	(12,650)	(8,678)	(8,466)
Free cash flow	\$ (5,488)	\$ 21,143	\$ (5,681)

Although we believe free cash flow provides another important lens into the business, free cash flow is presented for supplemental informational purposes only and should not be considered a substitute for financial information presented in accordance with GAAP. Free cash flow has limitations as an analytical tool, and it should not be considered in isolation or as a substitute for analysis of other GAAP financial measures, such as cash provided by operating activities. Some of the limitations of free cash flow is that it may not properly reflect capital commitments to creators that need to be paid in the future or future contractual commitments that have not been realized in the current period. Our free cash flow may not be comparable to similarly titled measures of other companies because they may not calculate free cash flow in the same manner as we calculate the measure, limiting its usefulness as a comparative measure.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the information set forth under "Selected Financial Data" and our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that are based upon current plans, expectations and beliefs that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" in this Annual Report on Form 10-K. Our fiscal year ends December 31.*

### Our Business

We built a powerful, broad technology platform to enable creators to solve the challenges associated with creating live experiences. Our platform integrates components needed to seamlessly plan, promote and produce live events, thereby allowing creators to reduce friction and costs, increase reach and drive ticket sales. By reducing risk and complexity, we allow creators to focus their energy on producing compelling and successful events.

We charge creators on a per-ticket basis when an attendee purchases a paid ticket for an event. We grow with creators as their attendance grows and as they plan, promote and produce more events. In 2018, we helped more than 790,000 creators issue approximately 265 million tickets across approximately 3.8 million events in over 170 countries.

We derive substantially all of our revenue from fees associated with the sale of tickets on our platform, inclusive of payment processing. Our fee structure typically consists of a fixed fee and a percentage of the price of each ticket sold by a creator. Fees associated with the sale of tickets on our platform are gross ticket fees, which we define as the total fees generated from paid ticket sales, before adjustments for refunds, credits and amortization of non-recoupable creator signing fees.

### Our Business Model

The key elements of our business model are:

#### *Efficiently Acquire Creators*

We are highly focused on creating a seamless experience that attracts creators to our platform organically. More than 98% of creators who used our platform in 2018 signed themselves up for Eventbrite and in 2018, we derived 56% of our net revenue from these creators. We attract creators to our platform through multiple means, including prior experience as attendees, word of mouth from other creators, our prominence in search engine results, the ability to try our platform for free events and our library of content. We augment these channels with a highly-targeted direct sales effort that focuses on acquiring creators with events in specific categories or countries. We leverage this efficient customer acquisition model to attract a wide range of creators to Eventbrite while keeping our sales and marketing costs low. Substantially all creators go on to create and manage events with little service or support.

#### *Provide High-Quality Solutions at a Cost Advantage*

We deliver our solutions on a cloud-based architecture that allows us to serve a wide variety of creators on a single global system, thereby reducing our operating and support costs. Our cloud-based platform does not require us to own or operate data centers or proprietary on-premises equipment. Additionally, our highly-automated platform requires limited service and support staff. All of this frees up capital and other resources to dedicate to enhancing our platform and growing our business. Our platform is extensible and modular, allowing us to efficiently improve and expand our services, as well as partner with third parties to deliver the best experience possible for creators.

#### *Drive Powerful Retention*

When creators enjoy success on Eventbrite, they continue to use our platform. This happens because we are able to meet their diverse and changing needs through a creator-focused approach. Our platform scales with creators, able to handle their smallest gatherings to their largest and most complex events. As creators' needs evolve, our platform's breadth and extensibility allow access to a full suite of solutions, enhanced by third-party integrated offerings. Further, we continually invest to deliver new and enhanced functionality. Our success in serving creators is reflected in our retention rate, which was 100%, 97% and 93% in 2018, 2017 and 2016, respectively.

### ***Enhance Growth and Monetization***

We believe that there are many opportunities within the fragmented event management market to expand both core ticketing and complementary solutions. We designed our business model and technology platform to take advantage of this opportunity by ensuring we can support the addition of new event categories and countries for ticketing, as well as new revenue-generating solutions beyond ticketing. For example, we evolved our platform to meet the needs of music creators, helping to grow music venues on our platform from less than 100 in 2012 to over 1,000 in 2018, inclusive of acquisitions. Similarly, after making enhancements across our platform, net revenue from outside of the United States grew from 18% to 30% from 2012 to 2017, and was 27.4% in 2018. Finally, EPP uses multiple external vendors to provide a single, seamless payments option for creators and attendees, and has expanded to allow the use of multiple local payment methods like Boleto in Brazil and iDeal in the Netherlands. This offering has grown to support approximately 90% of paid tickets in both 2017 and 2018. We believe that our ability to extend into new event categories and countries and add new revenue streams differentiates us from our competitors.

### ***Our Attractive Cohort Economics***

The revenue we have generated from new creators has increased over time. We evaluate this trend by tracking annual cohorts of new creators. Each creator cohort consists of creators that first paid us a fee in a specific year. The gross ticket fees we have generated for the first year of each creator cohort has more than doubled from 2013 to 2018.

We have demonstrated a consistent track record of retaining gross ticket fees from creator cohorts over time. For example, we retained 81% of the gross ticket fees from our 2014 creator cohort in 2018.

### **Key Factors Affecting Our Performance**

We believe that the growth of our business and our future success are dependent upon many factors. While each of these areas presents significant opportunities for us, they also pose important challenges that we must successfully address in order to sustain the growth of our business and improve our results of operations.

#### ***Attract New Creators and Retain Existing Creators***

Attracting new creators to our platform and retaining existing creators drives our revenue growth. We expect to continue to invest in our brand and marketing to attract more new creators, while simultaneously developing our platform to delight and retain existing creators. Our ability to attract new creators and retain existing creators is impacted by how our features and functionality develop, our pricing, the creator and attendee experience on our platform, our brand awareness among the professional creator community, our search engine prominence, the quality and audience for our professional content, the continued transition of creators from using our platform for free events to paid events and solutions and the effectiveness of our direct sales efforts. We must continue to attract new creators and retain existing creators to maintain our current business as well as continue to drive growth in the future.

#### ***Enhance and Expand Our Technical Platform***

We strive to provide a platform that provides creators with a seamless experience both to sign up for and publish live events. We initially started with a core ticketing platform and over time we have added meaningful capabilities to our platform, such as expansion into new categories or countries, packages that better target particular creator types, and new solutions like payment processing, custom-designed websites and proprietary technology for the day of the event. We intend to continue to invest in our platform to develop additional functionality and solutions. If we do not enhance our platform with the functionalities that are desired by creators and if we are not able to provide easy-to-use solutions required by creators in an efficient manner, our ability to attract and retain creators will be harmed.

#### ***Invest Capital to Drive Additional Growth Opportunities***

We have and will continue to invest in our business, including solutions on our platform separate from generating fees from the sale and processing of tickets, such as web presence, promoted listing and on-site services and equipment. These efforts target both expanding how we serve creators as well as enhancing the benefits of our platform for attendees. We have invested \$18.4 million, \$10.6 million and \$4.8 million in 2018, 2017 and 2016, respectively, in these complementary solutions on our platform and have generated less than five percent of our net revenue from such solutions during these periods. While our investments are based on a careful and deliberate planning process, there is no guarantee that we will choose the right investments, or that those investments pay off for us. If we are unable to effectively invest in developing new solutions, our business may be harmed.

### ***Competitive Landscape***

We operate in a space that is fragmented with many types of competitors, including traditional offline alternatives, internal systems, category-based competitors who operate in a single geography or region, and smaller platform providers. While we believe we have differentiated our business from these competitors by building a powerful and broad technology platform for creators, we must continue to respond to competitive pressures. Consequently, we will need to continue to invest in this platform to differentiate our business and remain competitive, as well as respond to shifts in industry pricing levels, revenue models or business practices. Further, our industry is evolving and our business may be impacted if we face additional competition from new entrants into the market, such as large advertising or e-commerce providers.

### ***International Expansion***

Our paid tickets for events outside of the United States represented 34.1%, 36.0% and 30.3% of our total paid tickets in 2018, 2017 and 2016, respectively. Net revenue outside the United States during 2018, 2017 and 2016 was 27.4%, 30.0% and 27.0%, respectively, of our total net revenue. As we deepen our global penetration, we believe international demand for our platform and solutions will continue to increase. Accordingly, we believe there is significant opportunity to grow our international business. We have invested, and plan to continue to invest, in the adoption of our platform and solutions internationally, including localization of our platform and the addition of critical capabilities to our platform required to serve those local markets. Further, our international business delivers higher gross margins, primarily because of lower payment processing expenses. If we are not able to effectively address the risk associated with international expansion, such as product-market fit in a given geography, currency fluctuation or unique factors in a specific market, our business and results of operations may be harmed.

### ***Acquisitions***

In January 2017, we acquired 100% of the outstanding equity of TSTM Group Limited (ticketscript), a Dutch ticketing company with operations throughout Europe. We acquired ticketscript in order to enhance our ticketing solutions. The acquisition date fair value of the consideration transferred was \$33.4 million, which consisted of \$7.7 million in cash, \$7.5 million in promissory notes and 2.7 million shares of our common stock and options to purchase 0.3 million shares of our common stock. These promissory notes were allowed to be prepaid at any time and we repaid the promissory notes in full, including accrued interest, in August 2017.

In September 2017, we acquired 100% of the outstanding equity of Ticketfly, LLC (Ticketfly), a subsidiary of Pandora Media, Inc. We acquired Ticketfly in order to expand our solutions for music-related events. The acquisition date fair value of the consideration transferred was \$201.1 million, which consisted of \$151.1 million in cash and \$50.0 million in the form of convertible promissory notes which were paid and issued, respectively, at the closing of the transaction. We repaid these notes in March 2018.

In April 2018, we acquired Ticketea S.L. (Ticketea), a leading Spanish ticketing provider. We acquired Ticketea in order to enhance our ticketing solutions and expand in the Spanish market. The acquisition of Ticketea has been accounted for as a business combination. The acquisition date fair value of the consideration transferred was \$11.4 million, which consisted of \$3.6 million in cash and 0.7 million shares of our common stock. Of the 0.7 million shares, 0.1 million shares are being held in escrow for adjustments related to working capital requirements and breaches of representations, warranties and covenants. These escrowed shares will be released approximately 18 months from the acquisition date, net of any adjustments.

In August 2018, we acquired Picatic E-Ticket Inc. (Picatic), a Vancouver-based ticketing and event registration platform, for a purchase price of CAD \$1.8 million in cash and 0.1 million shares of our common stock, less certain adjustments and holdbacks, including adjustments related to working capital requirements and breaches of representations, warranties and covenants.

For more information regarding our acquisitions of ticketscript, Ticketfly, Ticketea and Picatic, refer to Note 3 of our Notes to our Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" of this Annual Report on Form 10-K.

## Key Business Metrics

We monitor the following key metrics to help us evaluate our business, identify trends affecting our business, formulate business plans and make strategic decisions.

### *Paid Tickets*

Our success in serving creators is measured in large part by the number of tickets that generate ticket fees. We consider this an important indicator of the underlying health of the business. We refer to these tickets as paid tickets. The below table sets forth the number of paid tickets for the periods indicated:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Paid Tickets	97,295	71,046	44,572

### *Retention Rate*

When creators experience success on our platform, they continue to organize events with us. We monitor retention of our gross ticket fees to measure our ability to retain creators on our platform. To obtain our retention rate, we determine (i) the gross ticket fees generated by all creators in the year prior to the year of measurement (Prior Year Gross Ticket Fees) and (ii) the gross ticket fees those creators generated in the applicable year of measurement (Measurement Year Gross Ticket Fees). We calculate our retention rate for a measurement year by dividing the Measurement Year Gross Ticket Fees by the Prior Year Gross Ticket Fees. We calculate retention rate on an annual basis only. While we have seen a strong retention rate from creators, this measure may fluctuate from period to period based on the success of creators and the events that they produce.

	Year Ended December 31,		
	2018	2017	2016
Retention Rate	100%	97%	93%

## Non-GAAP Financial Measures

### *Adjusted EBITDA*

Adjusted EBITDA is a key performance measure that our management uses to assess our operating performance. Because Adjusted EBITDA facilitates internal comparisons of our historical operating performance on a more consistent basis, we use this measure for business planning purposes and in evaluating acquisition opportunities.

We calculate Adjusted EBITDA as net loss attributable to common stockholders adjusted to exclude depreciation and amortization, stock-based compensation expense, interest expense, the change in fair value of our redeemable convertible preferred stock warrant liability, gain on extinguishment of promissory note, direct and indirect acquisition-related costs, income tax provision (benefit) and other income (expense), which consisted of interest income and foreign exchange rate gains and losses. Adjusted EBITDA should not be considered as an alternative to net loss or any other measure of financial performance calculated and presented in accordance with GAAP.

The following table presents our Adjusted EBITDA for the years ended December 31, 2018, 2017 and 2016:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Adjusted EBITDA	\$ 28,765	\$ 4,206	\$ (17,591)

For more information about Adjusted EBITDA, including the limitations of such measure, and a reconciliation to net loss, see Item 6, "Selected Financial Data" included in Part II of this Annual Report on Form 10-K.

### **Free Cash Flow**

Free cash flow is a key performance measure that our management uses to assess our overall performance. We consider free cash flow to be a liquidity measure that provides useful information to management and investors about the amount of cash generated by our business that can be used for strategic opportunities, including investing in our business, making strategic acquisitions and strengthening our financial position.

We calculate free cash flow as cash flow from operating activities less purchases of property and equipment and capitalized internal-use software development costs, over a trailing twelve-month period. Because quarters are not uniform in terms of cash usage, we believe a trailing twelve-month view provides the best understanding of the underlying trends of the business.

The following table presents our free cash flow for the years ended December 31, 2018, 2017 and 2016:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Free cash flow	\$ (5,488)	\$ 21,143	\$ (5,681)

For more information about free cash flow, including the limitations of such measure, and a reconciliation to operating cash flow, see Item 6, "Selected Financial Data" included in Part II of this Annual Report on Form 10-K.

### **Components of Results of Operations**

#### **Net Revenue**

We generate substantially all of our net revenue through the sale of paid tickets on our platform. Our fee structure typically consists of a fixed fee and a percentage of the price of each ticket sold by a creator. Net revenue is recognized as tickets are sold. Net revenue excludes sales taxes and value added taxes (VAT) and is presented net of estimated customer refunds, chargebacks and amortization of creator signing fees.

We also generate a small portion of our net revenue from complementary solutions, such as day-of-event on-site product and services, web presence development and branding, software solutions to manage event venue administration and marketing services, that we provide to creators. These complementary solutions represented less than five percent of our net revenue in the aggregate in each of the years ended December 31, 2018, 2017 and 2016.

We treat net revenue and paid tickets from an acquired business after the one-year anniversary of the completion of such acquisition as being transacted on the Eventbrite platform. For example, the acquisition of Ticketfly closed on September 1, 2017, and as such, we considered any net revenue and paid tickets transacted on the Ticketfly platform on or after September 1, 2018 as being net revenue and paid tickets on the Eventbrite platform.

#### **Cost of Net Revenue**

Cost of net revenue consists primarily of payment processing fees, expenses associated with the operation and maintenance of our platform, including website hosting fees and platform infrastructure costs, amortization of capitalized software development costs, onsite operations costs and allocated customer support costs. Cost of net revenue also includes the amortization expense related to our acquired developed technology assets. We expect to continue to incur amortization expense related to our acquired developed technology assets through the end of 2018 for prior acquisitions. We may incur such expense related to future acquisitions in future periods. We expect cost of revenue as a percentage of revenue to fluctuate in the near- to mid-term primarily as a result of our geographical revenue mix. Our payment processing costs for credit and debit card payments are generally lower outside of the United States due to a number of factors, including lower card network fees and lower cost alternative payment networks. Consequently, if we grow more rapidly internationally than in the United States, we expect that our payment processing costs will decline as a percentage of revenue. Thus, in the long-term, we expect cost of revenue to grow in absolute dollars but decrease as a percentage of revenue.

#### **Operating Expenses**

Operating expenses consist of product development, sales, marketing and support and general and administrative expenses. Direct and indirect personnel costs, including stock-based compensation expense, are the most significant component of operating expenses. We also include sublease income as a reduction of our operating expenses.

*Product development.* Product development expenses consist primarily of costs associated with our employees in product development and product engineering activities. We expect our product development expenses to continue to increase in absolute dollars over time. In the near-term, we anticipate our product development expenses will increase as a percentage of net revenue as we focus our product development efforts on enhancing, improving and expanding the capabilities of our platform. We expect that we will continue to invest in building employee and system infrastructure to enhance and support development of new technologies and to integrate acquired businesses and technologies. We expect that the addition of our Madrid and Vancouver creative hubs in 2018, resulting from the Ticketea and Picatic acquisitions, respectively, will contribute to higher product development expenses in absolute dollars and as a percentage of revenue in the near-term, but over the long-term, we anticipate that it will decrease as a percentage of net revenue as our revenue grows and as we continue to grow our development staff in lower cost markets.

*Sales, marketing and support.* Sales, marketing and support expenses consist primarily of costs associated with our employees involved in selling and marketing our products, public relations and communication activities, marketing programs, travel and customer support costs associated with free events on our platform. For our sales teams, this also includes commissions. We also classify certain organizer related expenses, such as refunds of the ticket price paid by us on behalf of a creator as sales, marketing and support expense. Sales, marketing and support expenses are driven by investments to grow and retain creators and attendees on our platform. We expect sales, marketing and support expenses to increase in absolute dollars over time. In the near-term, we anticipate sales, marketing and support expenses will fluctuate as a percentage of net revenue, but over the long-term we anticipate that it will decrease as a percentage of net revenue as we expect to see continued growth in net revenue generated from creators that signed up with us through our efficient customer acquisition channels, such as word of mouth referrals, converting free creators to paid creators and converting attendees into creators. We spend a comparatively small portion of our sales, marketing and support costs on these customer acquisition channels. We believe that, in the long-term, our sales, marketing and support expenses will decrease as a percentage of net revenue as we continue to drive sales through these efficient customer acquisition channels.

*General and administrative.* General and administrative expenses consist of personnel costs for finance, accounting, legal, risk, human resources and administrative personnel. It also includes professional fees for legal, accounting, finance, human resources and other corporate matters. Our general and administrative expenses currently include two large non-compensation items: (i) amortization of acquired customer relationship and trade names assets and (ii) reserves for sales tax and VAT accrued on behalf of creators. Our general and administrative expenses have increased on an actual dollar basis over time and we expect general and administrative expenses to continue to increase in absolute dollars over time, however, we do anticipate general and administrative expenses will fluctuate as a percentage of net revenue as we expect to incur additional expenses to support our growth as we mature as a publicly-traded company and as we scale our business.

#### ***Interest Expense***

Interest expense relates to our build-to-suit lease financing obligation and outstanding debt.

As a result of our build-to-suit lease accounting, a portion of our cash rent payments related to our San Francisco office are classified as interest expense for GAAP reporting purposes. We reported interest expense of \$3.4 million, \$3.5 million and \$3.5 million for each of the years ended December 31, 2018, 2017 and 2016 related to build-to-suit accounting.

Other outstanding debt has been historically related to acquisitions, either as part of consideration or to finance cash consideration for an acquisition. In January 2017, we issued \$7.5 million in promissory notes in connection with the ticketscript acquisition. These promissory notes plus accrued interest were fully repaid in August 2017. In September 2017, we issued \$50.0 million subordinated convertible notes in connection with the Ticketfly acquisition. Also, in September 2017, we borrowed \$30.0 million under the First WTI Loan Facility. The subordinated convertible notes were repaid in March 2018 at a discount to issuance, funded in part by an additional draw of \$30.0 million against our First WTI Loan Facility. We drew an additional \$15.0 million under the Second WTI Loan Facility in May 2018. The amounts borrowed under the WTI Loan Facilities were fully repaid in September 2018 and the underlying agreements were terminated. Also in September 2018, we borrowed \$75.0 million in New Term Loans under our Credit Agreement.

#### ***Change in Fair Value of Redeemable Convertible Preferred Stock Warrant Liability***

The redeemable convertible preferred stock warrant is classified as a liability on our consolidated balance sheet and remeasured to fair value at each balance sheet date with the corresponding charge recorded as a change in fair value of redeemable convertible preferred stock warrant liability on the consolidated statements of operations. In connection with our IPO, all warrants were automatically exercised for no consideration, thus we will not have a redeemable convertible preferred stock warrant liability in future periods subject to fair value adjustment.

**Loss on debt extinguishment**

Loss on debt extinguishment consists of amounts recorded related to our accounting for the retirement of our debt obligations.

**Other Income (Expense), Net**

Other income (expense), net consists of interest income, foreign exchange rate remeasurement gains and losses recorded from consolidating our subsidiaries each period-end and changes in fair value of the term loan embedded derivatives.

**Income Tax Provision (Benefit)**

Income tax provision (benefit) consists primarily of U.S. federal and state income taxes and income taxes in certain foreign jurisdictions in which we conduct business. The differences in the tax provision and benefit for the periods presented and the U.S. federal statutory rate is primarily due to foreign taxes in profitable jurisdictions and the recording of a full valuation allowance on our deferred tax assets and certain foreign losses which benefit from rates lower than the U.S. federal statutory rate. We apply the discrete method provided in ASC 740 to calculate our interim tax provision.

**Results of Operations**

The results of operations presented below should be reviewed in conjunction with the consolidated financial statements and notes included elsewhere in this Annual Report. The following tables set forth our consolidated results of operations data and such data as a percentage of net revenue for the periods presented:

	Year Ended December 31,		
	2018	2017	2016
(in thousands)			
<b>Consolidated Statements of Operations</b>			
Net revenue	\$ 291,611	\$ 201,597	\$ 133,499
Cost of net revenue	120,653	81,667	55,689
Gross profit	170,958	119,930	77,810
Operating expenses:			
Product development	46,071	30,608	22,723
Sales, marketing and support	69,780	55,170	48,391
General and administrative	93,782	67,559	41,749
Total operating expenses	209,633	153,337	112,863
Loss from operations	(38,675)	(33,407)	(35,053)
Interest expense	(11,295)	(6,462)	(3,513)
Change in fair value of redeemable convertible preferred stock warrant liability	(9,591)	(2,200)	—
Loss on debt extinguishment	(178)	—	—
Other income (expense), net	(3,189)	3,509	(1,695)
Loss before provision for (benefit from) income taxes	(62,928)	(38,560)	(40,261)
Income tax provision (benefit)	1,150	(13)	131
Net loss	\$ (64,078)	\$ (38,547)	\$ (40,392)

	Year Ended December 31,		
	2018	2017	2016
<b>Consolidated Statements of Operations, as a percentage of net revenue</b>			
Net revenue	100.0 %	100.0 %	100.0 %
Cost of net revenue	41.4	40.5	41.7
Gross profit	58.6	59.5	58.3
Operating expenses:			
Product development	15.8	15.2	17.0
Sales, marketing and support	23.9	27.4	36.2
General and administrative	32.2	33.5	31.3
Total operating expenses	71.9	76.1	84.5
Loss from operations	(13.3)	(16.6)	(26.3)
Interest expense	(3.9)	(3.2)	(2.6)
Change in fair value of redeemable convertible preferred stock warrant liability	(3.3)	(1.1)	—
Loss on debt extinguishment	(0.1)	—	—
Other income (expense), net	(1.1)	1.7	(1.3)
Loss before provision for (benefit from) income taxes	(21.6)	(19.1)	(30.2)
Income tax provision (benefit)	0.4	—	0.1
Net loss	(22.0)%	(19.1)%	(30.3)%

### Comparison of 2018 and 2017

#### Net revenue

	Year Ended December 31,		Change	
	2018	2017	\$	%
(in thousands, except percentages)				
Net revenue	\$ 291,611	\$ 201,597	\$ 90,014	44.7%

The increase in net revenue during 2018 compared to 2017 was driven primarily by growth in paid ticket volume, which increased by 37% during 2018 compared to 2017, from 71.0 million to 97.3 million. We measure acquired revenue as revenue generated from an acquired business in the first twelve months subsequent to the acquisition date. Acquired revenue increased to \$36.0 million in 2018 compared to \$27.5 million in 2017, driven by paid ticket volume growth from acquired businesses. Our revenue growth was strengthened by the impact of our packages launch in the fourth quarter of 2017 and by our successful migration of clients from acquired platforms to the Eventbrite platform.

Net revenue per paid ticket increased during 2018 compared to 2017 from \$2.84 per paid ticket to \$3.00 per paid ticket. This was driven by the launch of pricing packages in our self sign-on channels, improvements in fees per ticket in our sales channels and the impact of acquired businesses.

Cost of net revenue

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Cost of net revenue	\$ 120,653	\$ 81,667	\$ 38,986	47.7%
Percentage of total net revenue	41.4%	40.5%		
Gross margin	58.6%	59.5%		

The increase in cost of net revenue during 2018 compared to 2017 was primarily due to an increase in payment processing costs of \$20.7 million driven by our paid ticket growth. Additionally, there was an increase in amortization of acquired developed technology of \$6.8 million, primarily resulting from the Ticketfly acquisition, and increases in platform operations costs of \$3.1 million, onsite operations costs of \$3.1 million and allocated customer support costs of \$2.8 million. The Ticketfly acquired developed technology asset was fully amortized in the fourth quarter of 2018, which will benefit our gross margin moving forward.

Operating expense

Product development

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Product development	\$ 46,071	\$ 30,608	\$ 15,463	50.5%
Percentage of total net revenue	15.8%	15.2%		

The increase in product development expense during 2018 compared to 2017 was primarily due to increased personnel costs of \$14.2 million, including \$2.6 million of stock-based compensation, resulting from our ongoing hiring efforts and an increase in headcount as a result of the Ticketfly, Ticketea and Picatic acquisitions.

Sales, marketing and support

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Sales, marketing and support	\$ 69,780	\$ 55,170	\$ 14,610	26.5%
Percentage of total net revenue	23.9%	27.4%		

The increase in sales, marketing and support expenses during 2018 compared to 2017 was primarily due to increased personnel-related expenses of \$13.9 million, including \$1.4 million of stock-based compensation, driven by higher headcount. There was also an increase of \$1.9 million in creator related expenses. These increases were partially offset by lower direct marketing spend in 2018 compared to 2017.

General and administrative

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
General and administrative	\$ 93,782	\$ 67,559	\$ 26,223	38.8%
Percentage of total net revenue	32.2%	33.5%		

The increase in general and administrative expenses during 2018 compared to 2017 was a result of several factors. Personnel costs increased by \$25.8 million, including \$14.8 million of stock-based compensation, driven by increased headcount during 2018 compared to 2017. Amortization of acquired intangible assets increased \$6.3 million primarily stemming from the Ticketfly acquisition. Contractor costs increased \$2.2 million primarily for accounting services. These increases were partially offset by a decrease of \$14.1 million from the reversal of sales tax reserves due to cumulative reserve remeasurements in the year ended December 31, 2018. We also recorded \$6.6 million related to insurance proceeds to be received from the Ticketfly cyber incident as a reduction of expense in the year ended December 31, 2018.

Interest expense

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Interest expense	\$ (11,295)	\$ (6,462)	\$ (4,833)	74.8%
Percentage of total net revenue	(3.9)%	(3.2)%		

The increase in interest expense during 2018 compared to 2017 was driven by higher amounts of interest bearing debt that was outstanding related to the WTI loan facilities and the JPM syndicate loan.

Change in fair value of redeemable convertible preferred stock warrant liability

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Change in fair value of redeemable convertible preferred stock warrant liability	\$ (9,591)	\$ (2,200)	\$ (7,391)	336.0%
Percentage of total net revenue	(3.3)%	(1.1)%		

The change in fair value of our redeemable convertible preferred stock warrant liability during 2018 compared to 2017 was due to a higher increase in the underlying fair value of our redeemable convertible preferred stock from January 1, 2018 to September 20, 2018 compared to June 1, 2017 to December 31, 2017. In connection with our IPO, the redeemable convertible preferred stock warrants were automatically converted into shares of our Class B common stock.

Loss on debt extinguishment

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Loss on debt extinguishment	\$ (178)	\$ —	\$ (178)	*
Percentage of total net revenue	(0.1)%	—%		

\* Not meaningful

The loss on debt extinguishment recorded in the year ended December 31, 2018 was due to a gain of \$17.0 million related to the extinguishment of the Pandora promissory notes offset by a loss of \$17.2 million related to the retirement all outstanding debt under the WTI Loan Facilities. We retired no debt in 2017.

Other income (expense), net

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Other income (expense), net	\$ (3,189)	\$ 3,509	\$ (6,698)	(190.9)%
Percentage of total net revenue	(1.1)%	1.7%		

The decrease in other income (expense), net during 2018 compared to 2017 was driven by foreign currency rate measurement fluctuations. We recognized foreign currency rate measurement gains during 2017 as a result of the weakening of the U.S. dollar compared to the currencies with which we operate and process transactions. We recognized foreign currency rate measurement losses during 2018 as a result of the overall strengthening of the U.S. dollar compared to the currencies with which we operate and process transactions. Partially offsetting these losses, we recognized a gain on the change in fair value of the term loan embedded derivative of \$2.1 million in the year ended December 31, 2018.

Income tax provision (benefit)

	Year Ended December 31,		Change	
	2018	2017	\$	%
	(in thousands, except percentages)			
Income tax provision (benefit)	\$ 1,150	\$ (13)	\$ 1,163	*
Percentage of total net revenue	0.4%	—%		

\* Not meaningful

The provision for income taxes increased \$1.2 million in 2018 compared to 2017 and was primarily attributable to changes in our jurisdictional mix of earnings and tax amortization on indefinite-lived intangible assets recorded in connection with the Ticketfly acquisition, which was completed in September 2017.

Comparison of 2017 and 2016

Net revenue

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
Net revenue	\$ 201,597	\$ 133,499	\$ 68,098	51.0%

The increase in net revenue during 2017 compared to 2016 was driven primarily by growth in paid ticket volume, which increased by 59.4% during 2017, from 44.6 million to 71.0 million in part due to ticket volume from acquired companies. Net revenue increased \$27.5 million as a result of the Ticketfly and ticketscript acquisitions, which were completed in September 2017 and January 2017, respectively, and the remaining \$40.6 million of growth was due to paid ticket growth on the Eventbrite platform. While net revenue and paid tickets increased year-over-year, net revenue per paid ticket decreased from \$3.00 in 2016 to \$2.84 in 2017. This decrease was driven by our pricing adjustments made in certain markets, which resulted in additional paid ticket volume, as well as an increase in the proportion of lower price tickets as our fees are partially based on the price of the tickets that creators sell to their events.

Cost of net revenue

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
Cost of net revenue	\$ 81,667	\$ 55,689	\$ 25,978	46.6%
Percentage of total net revenue	40.5%	41.7%		
Gross margin	59.5%	58.3%		

The increase in cost of net revenue during 2017 compared to 2016 was primarily due to an increase in payment processing costs of \$17.0 million driven by paid ticket growth on the Eventbrite platform and paid ticket volume from acquired businesses, and increased amortization of acquired developed technology of \$4.6 million, resulting from the Ticketfly and ticketscript acquisitions. We also incurred increases in platform operational costs, onsite operations costs and allocated customer support costs.

Operating expenses

Product development

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
Product development	\$ 30,608	\$ 22,723	\$ 7,885	34.7%
Percentage of total net revenue	15.2%	17.0%		

The increase in product development expense during 2017 compared to 2016 was primarily due to increased personnel costs of \$8.0 million, resulting from organic hiring efforts and an increase in headcount as a result of the Ticketfly and ticketscript acquisitions.

Sales, marketing and support

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
Sales, marketing and support	\$ 55,170	\$ 48,391	\$ 6,779	14.0%
Percentage of total net revenue	27.4%	36.2%		

The increase in sales, marketing and support expenses during 2017 compared to 2016 was driven by increased personnel-related expenses of \$7.4 million, driven by higher headcount, offset by lower professional services costs, creator related expenses and advertising spend as we leveraged our low-cost customer acquisition channels, such as word of mouth referrals, converting free creators to paid creators and converting attendees into creators.

General and administrative

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
General and administrative	\$ 67,559	\$ 41,749	\$ 25,810	61.8%
Percentage of total net revenue	33.5%	31.3%		

The increase in general and administrative expenses during 2017 compared to 2016 was a result of several factors. Third-party legal, finance, tax and business development costs increased \$5.2 million, driven by acquisitions we completed in 2017 as well as costs incurred as we prepared to become a publicly-traded company. We also incurred direct and indirect acquisitions-related expenses of \$7.3 million related to the Ticketfly and ticketscript acquisitions. The increase was also attributable to higher depreciation and amortization of \$5.7 million, of which \$4.8 million related to acquired intangible assets. There was also an increase in accrued sales taxes and VAT of \$4.8 million driven by higher paid ticket volume in 2017 compared to 2016.

Interest expense

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
Interest expense	\$ (6,462)	\$ (3,513)	\$ (2,949)	83.9%
Percentage of total net revenue	(3.2)%	(2.6)%		

The increase in interest expense during 2017 compared to 2016 was entirely driven interest bearing debt that was outstanding during 2017, related to promissory notes issued in connection with acquisitions and the term-debt draw under our WTI credit facilities. We did not have any outstanding debt prior to 2017. The interest expense recorded in 2016 is entirely related to our build-to-suit lease accounting for our office lease in San Francisco, California.

*Change in fair value of redeemable convertible preferred stock warrant liability*

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
Change in fair value of redeemable convertible preferred stock warrant liability	\$ (2,200)	\$ —	\$ 2,200	*
Percentage of total net revenue	(1.1)%	—%		

\* Not meaningful

The change in fair value of our redeemable convertible preferred stock warrant liability in 2017 was due to an increase in the underlying fair value of our redeemable convertible preferred stock. We did not have any redeemable convertible preferred stock warrants outstanding in 2016.

*Other income (expense), net*

	Year Ended December 31,		Change	
	2017	2016	\$	%
	(in thousands, except percentages)			
Other income (expense), net	\$ 3,509	\$ (1,695)	\$ 5,204	*
Percentage of total net revenue	1.7%	(1.3)%		

\* Not meaningful

The increase in other income (expense), net during 2017 compared to 2016 was driven by foreign currency rate measurement fluctuations. We recognized foreign currency rate measurement losses during 2016 as a result of an overall strengthening U.S. dollar compared to the currencies in which we operate and process transactions. During 2017, we recognized foreign currency rate measurement gains as a result of an overall weakening U.S. dollar compared to the currencies in which we operate and process transactions.

## Quarterly Results of Operations Data

The following tables set forth our unaudited quarterly statements of operations data for each of the eight quarters in the period ended December 31, 2018. The information for each quarter has been prepared on a basis consistent with our audited consolidated financial statements included in this Annual Report on Form 10-K, and, in the opinion of management, includes all adjustments, which consist only of normal recurring adjustments, necessary for the fair statement of the results of operations for these periods. This data should be read in conjunction with our audited consolidated financial statements and related notes included in this Annual Report on Form 10-K. These quarterly results of operations are not necessarily indicative of the results we may achieve in any future period.

	Three Months Ended							
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
(in thousands)								
<b>Consolidated Statements of Operations</b>								
Net revenue	\$ 43,351	\$ 44,802	\$ 50,749	\$ 62,695	\$ 74,526	\$ 67,542	\$ 73,628	\$ 75,915
Cost of net revenue <sup>(1)</sup>	17,157	18,145	20,993	25,372	28,084	29,863	31,477	31,229
Gross profit	26,194	26,657	29,756	37,323	46,442	37,679	42,151	44,686
Operating expenses <sup>(1)</sup> :								
Product development	5,458	6,023	9,351	9,776	8,834	10,981	12,856	13,400
Sales, marketing and support	11,039	12,132	14,351	17,648	17,538	18,085	17,428	16,729
General and administrative	13,112	13,434	16,479	24,534	23,161	21,833	24,921	23,867
Total operating expenses	29,609	31,589	40,181	51,958	49,533	50,899	55,205	53,996
Loss from operations	(3,415)	(4,932)	(10,425)	(14,635)	(3,091)	(13,220)	(13,054)	(9,310)
Interest expense	(965)	(993)	(1,674)	(2,830)	(2,909)	(3,190)	(3,300)	(1,896)
Change in fair value of redeemable convertible preferred stock warrant liability	—	—	(1,404)	(796)	(1,321)	(4,750)	(3,520)	—
Gain (loss) on debt extinguishment	—	—	—	—	16,995	—	(17,173)	—
Other income (expense), net	641	1,263	1,606	(1)	(281)	(3,013)	1,414	(1,309)
Income (loss) before provision for (benefit from) income taxes	(3,739)	(4,662)	(11,897)	(18,262)	9,393	(24,173)	(35,633)	(12,515)
Income tax provision (benefit)	(18)	(37)	(40)	82	370	430	(117)	467
Net income (loss)	\$ (3,721)	\$ (4,625)	\$ (11,857)	\$ (18,344)	\$ 9,023	\$ (24,603)	\$ (35,516)	\$ (12,982)

(1) Amounts include stock-based compensation expense as follows:

	Three Months Ended							
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
(in thousands)								
Cost of net revenue	\$ 32	\$ 33	\$ 35	\$ 100	\$ 53	\$ 71	\$ 154	\$ 151
Product development	402	433	463	1,113	601	747	2,497	1,968
Sales, marketing and support	310	463	406	1,184	714	864	1,151	841
General and administrative	1,061	1,027	1,042	2,754	1,492	3,566	11,247	4,114
Total stock-based compensation	\$ 1,805	\$ 1,956	\$ 1,946	\$ 5,151	\$ 2,860	\$ 5,248	\$ 15,049	\$ 7,074

	Three Months Ended							
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
<b>Percentage of Net Revenue</b>								
Net revenue	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %
Cost of net revenue	39.6	40.5	41.4	40.5	37.7	44.2	42.8	41.1
Gross profit	60.4	59.5	58.6	59.5	62.3	55.8	57.2	58.9
Operating expenses:								
Product development	12.6	13.4	18.4	15.6	11.9	16.3	17.5	17.7
Sales, marketing and support	25.5	27.1	28.3	28.1	23.5	26.8	23.7	22.0
General and administrative	30.2	30.0	32.5	39.1	31.1	32.3	33.8	31.4
Total operating expenses	68.3	70.5	79.2	82.9	66.5	75.4	75.0	71.1
Loss from operations	(7.9)	(11.0)	(20.5)	(23.3)	(4.1)	(19.6)	(17.7)	(12.3)
Interest expense	(2.2)	(2.2)	(3.3)	(4.5)	(3.9)	(4.7)	(4.5)	(2.5)
Change in fair value of redeemable convertible preferred stock warrant liability	—	—	(2.8)	(1.3)	(1.8)	(7.0)	(4.8)	—
Gain (loss) on debt extinguishment	—	—	—	—	22.8	—	(23.3)	—
Other income (expense), net	1.5	2.8	3.2	—	(0.4)	(4.5)	1.9	(1.7)
Income (loss) before provision for (benefit from) income taxes	(8.6)	(10.4)	(23.4)	(29.1)	12.6	(35.8)	(48.4)	(16.5)
Income tax provision (benefit)	—	(0.1)	(0.1)	0.1	0.5	0.6	(0.2)	0.6
Net income (loss)	(8.6)%	(10.3)%	(23.3)%	(29.2)%	12.1 %	(36.4)%	(48.2)%	(17.1)%

The following table presents our paid ticket volume for each of the periods indicated:

	Three Months Ended							
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
(in thousands)								
Paid Tickets	14,669	15,605	18,074	22,698	23,598	23,099	23,896	26,702

The following table presents a reconciliation of net income (loss) to Adjusted EBITDA for each of the periods indicated:

	Three Months Ended							
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
(in thousands)								
Net income (loss)	\$ (3,721)	\$ (4,625)	\$ (11,857)	\$ (18,344)	\$ 9,023	\$ (24,603)	\$ (35,516)	\$ (12,982)
Add:								
Depreciation and amortization	2,775	3,186	5,090	8,367	8,202	8,580	8,830	8,996
Stock-based compensation	1,805	1,956	1,946	5,151	2,860	5,248	15,049	7,074
Interest expense	965	993	1,674	2,830	2,909	3,190	3,300	1,896
Change in fair value of redeemable convertible preferred stock warrant liability	—	—	1,404	796	1,321	4,750	3,520	—
(Gain) loss on debt extinguishment	—	—	—	—	(16,995)	—	17,173	—
Direct and indirect acquisition related costs	1,097	1,228	4,406	606	823	622	611	545
Other income (expense), net	(641)	(1,263)	(1,606)	1	281	3,013	(1,414)	1,309
Income tax provision (benefit)	(18)	(37)	(40)	82	370	430	(117)	467
Adjusted EBITDA	\$ 2,262	\$ 1,438	\$ 1,017	\$ (511)	\$ 8,794	\$ 1,230	\$ 11,436	\$ 7,305

The following table presents a reconciliation of free cash flow, which is computed on a trailing twelve-month basis, from net cash provided by operating activities for each of the periods indicated:

	Twelve Months Ended							
	March 31, 2017	June 30, 2017	September 30, 2017	December 31, 2017	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018
	(in thousands)							
Net cash provided by operating activities	\$ 20,754	\$ 17,268	\$ 42,794	\$ 29,821	\$ 38,977	\$ 24,554	\$ 6,148	\$ 7,162
Purchases of property and equipment and capitalized internal-use software development costs	(8,790)	(8,716)	(8,414)	(8,678)	(9,703)	(11,392)	(12,369)	(12,650)
Free cash flow	\$ 11,964	\$ 8,552	\$ 34,380	\$ 21,143	\$ 29,274	\$ 13,162	\$ (6,221)	\$ (5,488)

## Quarterly Trends

### Net revenue

Our quarterly net revenue increased sequentially for all periods presented, except the second quarter of 2018, primarily due to increases in paid ticket volume, including the impact of our acquisitions. Historically, excluding the impact of acquired businesses, we have experienced a higher increase in sequential net revenue growth in the first quarter of a year compared to the sequential net revenue growth in other quarters of that year. We acquired Ticketscript in the first quarter of 2017 and Ticketfly in the third quarter of 2018. The decrease in quarterly net revenue in the second quarter of 2018 was a result of the contra-revenue amount of \$6.3 million which we recognized related to the Ticketfly cyber incident.

### Cost of net revenue

Our quarterly cost of net revenue increased for all periods presented, except the fourth quarter of 2018, primarily due to increases in payment processing costs resulting from our paid ticket volume growth.

### Operating expenses

Our operating expenses increased for all periods presented, except for the first and fourth quarters of 2018, primarily due to increases in compensation and benefits driven by increases in headcount. In the fourth quarter of 2017, we recognized higher stock-based compensation expense across all operating expense categories as a result of the immediate vesting of certain awards granted to employees hired in connection with the Ticketfly acquisition, which was the primary driver of the decrease in operating expenses from the fourth quarter of 2017 to the first quarter of 2018. In the third quarter of 2018, we recognized \$6.9 million in stock-based compensation expense related to the vesting of a stock award as a result of our IPO, which was the primary driver of the decrease in operating expenses from the third quarter of 2018 to the fourth quarter of 2018.

## Liquidity and Capital Resources

As of December 31, 2018, we had cash of \$437.9 million and funds receivable of \$58.7 million. Our cash includes bank deposits held by financial institutions and is held for working capital purposes. Our funds receivable represents cash-in-transit from credit card processors that is received to our bank accounts within five business days of the underlying ticket transaction. Collectively, our cash and funds receivable balances represent a mix of cash that belongs to us and cash that is due to the creator. The amounts due to creators, which was \$272.2 million as of December 31, 2018, are captioned on our consolidated balance sheets as accounts payable, creators.

We also make payments to creators to provide the creator with short-term liquidity in advance of ticket sales. These are classified as creator advances, net, on our consolidated balance sheets. Creator advances are recovered by us as tickets are sold by the respective creator, and are expected to be recovered within 12 months of the payment date. We maintain an allowance for estimated creator advances that are not recoverable and nets this against the balance shown in assets. Creator advances, net was \$21.3 million and \$17.6 million as of December 31, 2018 and 2017, respectively. Creator advances that are not expected to be recovered within 12 months are classified as creator advances, noncurrent. Such balances were \$1.9 million and \$2.4 million as of December 31, 2018 and 2017, respectively.

In September 2018, upon the completion of our IPO, we received aggregate proceeds of \$246.0 million, net of underwriter discounts and commissions, before deducting offering costs of \$5.5 million, net of reimbursements.

Since our inception, and prior to our IPO, we financed our operations and capital expenditures primarily through the issuance of unregistered redeemable convertible preferred stock and common stock, cash flows generated by operations and issuances of debt.

In September 2018, we entered into the New Credit Facilities. The New Term Loans were fully funded in September 2018 and we received cash proceeds of \$73.6 million, net of arrangement fees of \$1.1 million and upfront fees of \$0.3 million. We have made no draw on the revolving credit line as of December 31, 2018.

The New Term Loans amortizes at a rate of 7.5% per annum for the first two years of the New Credit Facilities, 10.0% per annum for the third and fourth years and the first three quarters of the fifth year of the New Credit Facilities, with the balance due at maturity. The New Term Loans and the New Revolving Credit Facility are each expected to mature on the fifth anniversary of the effectiveness of the New Credit Facilities. The New Revolving Credit Facility has a commitment fee, which currently accrues at 0.40% on the daily unused amount of the aggregate revolving commitments of the lenders.

Borrowings under the New Credit Facilities bear interest at a rate equal to an applicable margin between 2.25% and 2.75% in the case of eurocurrency loans or between 1.25% and 1.75% in the case of base rate loans, in each case determined on a quarterly basis based on our consolidated total leverage ratio, plus, at our option, either a base rate or a eurocurrency rate calculated in a customary manner.

The New Credit Facilities contain customary conditions to borrowing, events of default, and covenants. Financial covenants include maintaining a (i) maximum total leverage ratio; (ii) minimum consolidated interest coverage ratio; and (iii) minimum liquidity ratio. These financial covenants will first be tested for the three months ending December 31, 2018.

We believe that our existing cash, together with cash generated from operations and amounts available under our New Revolving Credit Facility, will be sufficient to meet our anticipated cash needs for at least the next 12 months. However, our liquidity assumptions may prove to be incorrect, and we could exhaust our available financial resources sooner than we currently expect. We may seek to raise additional funds at any time through debt, equity and equity-linked arrangements.

As of December 31, 2018, approximately 37.1% of our cash was held outside of the United States, which was held primarily on behalf of, and to be remitted to, creators and to fund our foreign operations. We do not expect to incur significant taxes related to these amounts.

## Cash Flows

Our cash flow activities were as follows for the periods presented:

	Year Ended December 31,		
	2018	2017	2016
	(in thousands)		
Net cash provided by (used in):			
Operating activities	\$ 7,162	\$ 29,821	\$ 2,785
Investing activities	(39)	(140,652)	(10,159)
Financing activities	240,056	159,514	2,325
Net increase (decrease) in cash and restricted cash	<u>\$ 247,179</u>	<u>\$ 48,683</u>	<u>\$ (5,049)</u>

## **Comparison of Years Ended December 31, 2018, 2017 and 2016**

### ***Cash Flows from Operating Activities***

The net cash provided by operating activities of \$7.2 million for the year ended December 31, 2018 was due primarily to a net loss of \$64.1 million with adjustments for depreciation and amortization of \$34.6 million, stock-based compensation expense of \$30.2 million, amortization of creator signing fees of \$7.1 million, change in fair value of redeemable convertible preferred stock warrant liability of \$9.6 million and a change in fair value of term loan embedded derivatives of \$2.1 million. Additionally, there was an increase in accounts payable to creators of \$24.5 million due to increases in paid tickets, an increase in other accrued liabilities of \$4.3 million, partially offset by a decrease in accrued taxes of \$9.4 million, an increase in creator signing fees, net of \$16.0 million and an increase in creator advances, net of \$5.3 million. The increases in creator signing fees, net, and creator advances, net, are due to increases in our sales contracting with creators.

The net cash provided by operating activities of \$29.8 million for the year ended December 31, 2017 was due primarily to a net loss of \$38.5 million with adjustments for depreciation and amortization of \$19.4 million, stock-based compensation expense of \$10.9 million and amortization of creator signing fees of \$4.3 million. Additionally, there was an increase in accounts payable to creators of \$52.8 million due to increases in paid tickets, an increase in accrued taxes of \$10.7 million, partially offset by an increase in funds receivable of \$18.1 million, increases in creator signing fees, net of \$8.6 million and creator advances, net of \$5.8 million. The increases in creator signing fees, net, and creator advances, net, are due to increases in our sales contracting with creators.

The net cash provided by operating activities of \$2.8 million for the year ended December 31, 2016 was due primarily to a net loss of \$40.4 million with adjustments for depreciation and amortization of \$7.6 million, stock-based compensation expense of \$8.5 million and amortization of creator signing fees of \$2.7 million. Additionally, there was an increase in accounts payable to creators of \$37.1 million due to increases in paid tickets, an increase in accrued taxes of \$3.7 million, partially offset by an increase in funds receivable of \$9.9 million, increases in creator signing fees, net of \$6.0 million and creator advances, net of \$4.6 million. The increases in creator signing fees, net, and creator advances, net, are due to increases in our sales contracting with creators.

### ***Cash Flows from Investing Activities***

The net cash used in investing activities of \$39 thousand for the year ended December 31, 2018 was due to net cash provided from acquisitions of \$12.6 million, driven by net cash acquired from Ticketea of \$13.9 million, partially offset by capitalized software development costs of \$7.2 million and purchases of property and equipment of \$5.4 million.

The net cash used in investing activities of \$140.7 million for the year ended December 31, 2017 was due to \$132.0 million net cash paid for the acquisitions of ticketscript and Ticketfly, capitalized software development costs of \$6.1 million and \$2.5 million paid for purchases of property and equipment.

The net cash used in investing activities of \$10.2 million for the year ended December 31, 2016 was due to \$1.7 million net cash paid for the acquisitions of ticketscript and Ticketfly, capitalized software development costs of \$5.5 million and \$3.0 million paid for purchases of property and equipment.

### ***Cash Flows from Financing Activities***

The net cash provided by financing activities of \$240.1 million during the year ended December 31, 2018 was due primarily to \$241.0 million in aggregate proceeds from the completion of our IPO, net of underwriters' discounts and offering costs, \$118.6 million in proceeds from term loans and \$8.1 million in proceeds from exercise of stock options. These inflows were offset by \$111.1 million in principal payments on our debt obligations, \$6.8 million in prepayment penalties resulting from the extinguishment of our WTI Loan Facilities and \$9.0 million in taxes paid related to the net share settlement of equity awards.

The net cash provided by financing activities totaled \$159.5 million during the year ended December 31, 2017 and was driven by \$133.9 million received related to the issuance of our Series G redeemable convertible preferred stock, net of issuance costs, \$30.0 million in proceeds from drawing funds under our First WTI Loan Facility, \$2.3 million excess tax benefit from stock-based compensation awards, \$1.8 million cash proceeds from stock option exercises, partially offset by principal payments on debt obligations of \$7.8 million.

The net cash provided by financing activities totaled \$2.3 million during the year ended December 31, 2016 was due to, \$2.9 million cash proceeds from stock option exercises.

### Concentrations of Credit Risk

As of December 31, 2018 and December 31, 2017, there were no customers that represented 10% or more of our accounts receivable balance. There were no customers that individually exceeded 10% of our net revenue during the years ended December 31, 2018 and 2017.

### Contractual Obligations and Commitments

Our principal commitments consist of debt, capital commitments to creators, rental payments under our build-to-suit lease, operating leases, purchase commitments and capital leases. The following table summarizes our commitments to settle contractual obligations as of December 31, 2018 :

	Payments due by Period				
	Total	Less than 1 year	Between 1-3 years	Between 3-5 years	More Than 5 Years
	(in thousands)				
Term loan	\$ 73,594	\$ 5,625	\$ 14,063	\$ 53,906	\$ —
Future creator signing fees and creator advances	12,311	8,328	3,964	19	—
Build-to-suit lease obligation	13,318	5,604	7,714	—	—
Operating leases	13,675	2,514	4,230	3,161	3,770
Sublease income	(9,173)	(4,003)	(5,170)	—	—
Purchase commitments	7,500	3,500	4,000	—	—
Total	\$ 111,225	\$ 21,568	\$ 28,801	\$ 57,086	\$ 3,770

### Term Loans

In September 2018, we fully repaid the WTI Loan Facilities and extinguished the existing debt for a total cash payment of \$81.6 million. As of December 31, 2018, there are no amounts outstanding under the WTI Loan Facilities and all underlying agreements have been terminated.

In September 2018, we entered into the New Credit Facilities. The New Term Loans were fully funded in September 2018 and we received cash proceeds of \$73.6 million, net of arrangement fees of \$1.1 million and upfront fees of \$0.3 million. We have made no draw on the revolving credit line as of December 31, 2018.

The New Term Loans amortizes at a rate of 7.5% per annum for the first two years of the New Credit Facilities, 10.0% per annum for the third and fourth years and the first three quarters of the fifth year of the New Credit Facilities, with the balance due at maturity. The New Term Loans and the New Revolving Credit Facility are each expected to mature on the fifth anniversary of the effectiveness of the New Credit Facilities.

### Lease Commitments

We have entered into various non-cancelable leases for certain offices with contractual lease periods expiring between 2018 and 2023.

In 2014, we undertook a series of structural improvements to the floors that we occupied in our corporate headquarters in San Francisco. As a result of the requirement to fund construction costs and due to certain structural improvements that were made by us, we were considered the deemed owner of the leased floors for accounting purposes. Due to the presence of a standby letter of credit as a security deposit, we were deemed to have continuing involvement after the construction period. As such, we accounted for this arrangement as owned real estate. Legally, we do not own the floors that we have leased in the building, the property owner owns the floors. However, accounting rules require that we record an imputed financing obligation for our obligation to the legal owners as well as an asset for the fair value of the leased floors. Under these accounting rules, our monthly rental payments are allocated to (1) interest expense, (2) ground rent expense and (3) a reduction of the principal of the imputed financing obligation. We recorded interest expense related to this financing obligation for each of the years ended December 31, 2018 and 2017. The lease financing obligation was \$28.5 million and \$29.5 million as of December 31, 2018 and 2017, respectively, and the net book value of the asset as of those dates was \$ 28.4 million and \$ 29.2 million, respectively. See Note 9 to our consolidated financial statements for additional details.

In May 2018, we entered into a ten year lease for office space in Cork, Ireland. Monthly rent payments are due beginning in January 2019 and will total approximately \$0.4 million per year and are included in the table above. The lease expires in 2028.

***Off-Balance Sheet Arrangements***

We do not currently have any off-balance sheet arrangements and did not have any such arrangements during 2017 or during the year ended December 31, 2018 .

**Critical Accounting Policies and Estimates**

Our discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with GAAP. GAAP requires us to make certain estimates and judgments that affect the amounts reported in our consolidated financial statements related disclosures. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. We evaluate our estimates and assumptions on an ongoing basis and our actual results could differ from these estimates. There have been no material changes to our critical accounting policies and significant judgments as compared to the critical accounting policies and estimates disclosed in the Prospectus.

***Recent Accounting Pronouncements***

Refer to Note 2 of our Notes to our Consolidated Financial Statements included in Part II, Item 8, "Financial Statements and Supplementary Data" of this Annual Report on Form 10-K for more information.

## **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

### **Interest Rate Sensitivity**

Interest expense related to our outstanding debt as of December 31, 2018 is related to fixed rate debt and interest expense related to the build-to-suit lease and is not sensitive to movements in interest rates. A 10% increase or decrease in interest rates would not have a material effect on our interest expense.

### **Foreign Currency Risk**

Many of our event organizers live or operate outside the United States, and therefore we have significant ticket sales denominated in foreign currencies, most notably the British Pound, Euro, Canadian Dollar, Australian Dollar, Brazilian Real and Argentinian Peso. If currency exchange rates remain at current levels, currency translation could continue to negatively affect net revenue growth for events that are not listed in U.S. dollars and could also reduce the demand for U.S. dollar denominated events from attendees outside of the United States. Because the functional currency of our foreign subsidiaries is the U.S. dollar, fluctuations due to changes in currency exchange rates cause us to recognize transaction gains and losses in our statement of operations. A 10% increase or decrease in current exchange rates would not have a material impact on our consolidated results of operations.

**Item 8. Financial Statements and Supplementary Data**

**Eventbrite, Inc.  
Index to Consolidated Financial Statements**

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The supplementary financial information required by this Item 8, is included in Part II, Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, under the caption "Quarterly Results of Operations Data," which is incorporated herein by reference.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Stockholders of Eventbrite Inc.

***Opinion on the Financial Statements***

We have audited the accompanying consolidated balance sheets of Eventbrite Inc. and its subsidiaries (the "Company") as of December 31, 2018 and 2017, and the related consolidated statements of operations, of redeemable convertible preferred stock and stockholders' equity (deficit) and of cash flows for each of the three years in the period ended December 31, 2018, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/PricewaterhouseCoopers LLP

San Jose, California  
March 7, 2019

We have served as the Company's auditor since 2014

**EVENTBRITE, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
*(In thousands, except share and per share data)*

	December 31,	
	2018	2017
<b>Assets</b>		
Current assets		
Cash and cash equivalents	\$ 437,892	\$ 188,986
Funds receivable	58,697	51,639
Accounts receivable, net	4,069	2,885
Creator signing fees, net	7,324	4,235
Creator advances, net	21,255	17,641
Prepaid expenses and other current assets	16,467	10,662
Total current assets	545,704	276,048
Property, plant and equipment, net	44,219	42,492
Goodwill	170,560	158,766
Acquired intangible assets, net	59,973	79,541
Restricted cash	1,508	3,235
Creator signing fees, noncurrent	9,681	6,186
Creator advances, noncurrent	1,887	2,435
Other assets	3,352	2,134
Total assets	\$ 836,884	\$ 570,837
<b>Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)</b>		
Current liabilities		
Accounts payable, creators	\$ 272,201	\$ 228,007
Accounts payable, trade	1,028	1,481
Accrued compensation and benefits	5,586	3,535
Accrued taxes	8,028	2,615
Current portion of term loans	5,635	—
Other accrued liabilities	15,726	10,544
Total current liabilities	308,204	246,182
Build-to-suit lease financing obligation	28,510	29,494
Accrued taxes	15,691	30,047
Redeemable convertible preferred stock warrant liability	—	7,271
Promissory note	—	51,082
Term loans	67,087	26,669
Other liabilities	2,170	1,888
Total liabilities	421,662	392,633
Commitments and contingencies (Note 9)		
Redeemable convertible preferred stock, \$0.00001 par value; no shares authorized, issued or outstanding as of December 31, 2018; 42,452,188 shares authorized, 41,628,207 shares issued and outstanding, \$401,372 liquidation preference as of December 31, 2017	—	334,018
Stockholders' equity (deficit):		
Preferred stock, \$0.00001 par value; 100,000,000 shares authorized, no shares issued or outstanding as of December 31, 2018 and 2017	—	—
Common stock, \$0.00001 par value; 1,100,000,000 shares authorized, 78,546,874 shares issued and 78,358,394 shares outstanding as of December 31, 2018; 92,057,771 shares authorized, 20,961,921 shares issued and 20,773,441 shares outstanding as of December 31, 2017	—	—
Treasury stock at cost, 188,480 shares as of December 31, 2018 and 2017	(488)	(488)
Additional paid-in capital	718,405	83,291
Accumulated deficit	(302,695)	(238,617)
Total stockholders' equity (deficit)	415,222	(155,814)
Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)	\$ 836,884	\$ 570,837

*(See accompanying Notes to Consolidated Financial Statements)*

**EVENTBRITE, INC.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

*(in thousands, except per share data)*

	Year Ended December 31,		
	2018	2017	2016
Net revenue	\$ 291,611	\$ 201,597	\$ 133,499
Cost of net revenue <sup>(1)</sup>	120,653	81,667	55,689
Gross profit	170,958	119,930	77,810
Operating expenses <sup>(1)</sup> :			
Product development	46,071	30,608	22,723
Sales, marketing and support	69,780	55,170	48,391
General and administrative	93,782	67,559	41,749
Total operating expenses	209,633	153,337	112,863
Loss from operations	(38,675)	(33,407)	(35,053)
Interest expense	(11,295)	(6,462)	(3,513)
Change in fair value of redeemable convertible preferred stock warrant liability	(9,591)	(2,200)	—
Loss on debt extinguishment	(178)	—	—
Other income (expense), net	(3,189)	3,509	(1,695)
Loss before provision for (benefit from) income taxes	(62,928)	(38,560)	(40,261)
Income tax provision (benefit)	1,150	(13)	131
Net loss	\$ (64,078)	\$ (38,547)	\$ (40,392)
Net loss per share, basic and diluted	\$ (1.71)	\$ (1.98)	\$ (2.48)
Weighted-average number of shares outstanding used to compute net loss per share, basic and diluted	37,540	19,500	16,291

(1) Amounts includes stock-based compensation as follows:

	Year Ended December 31,		
	2018	2017	2016
Cost of net revenue	\$ 429	\$ 200	\$ 134
Product development	5,813	2,411	2,020
Sales, marketing and support	3,570	2,364	1,767
General and administrative	20,419	5,883	4,610
Total stock-based compensation	\$ 30,231	\$ 10,858	\$ 8,531

*(See accompanying Notes to Consolidated Financial Statements)*

EVENTBRITE, INC.

Consolidated Statements of Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)

(in thousands, except share data)

	Redeemable Convertible Preferred Stock		Common Stock-Class A		Common Stock-Class B		Treasury Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount			
January 1, 2016	33,446,250	\$ 200,082	—	\$ —	16,022,200	\$ —	(188,480)	\$ (488)	\$ 40,153	\$ (159,678)	\$ (120,013)
Issuance of common stock upon exercise of stock options	—	—	—	—	599,180	—	—	—	1,439	—	1,439
Issuance of common stock for acquisitions	—	—	—	—	72,000	—	—	—	478	—	478
Vesting of early exercised options	—	—	—	—	—	—	—	—	305	—	305
Stock-based compensation	—	—	—	—	—	—	—	—	9,099	—	9,099
Net loss	—	—	—	—	—	—	—	—	—	(40,392)	(40,392)
December 31, 2016	33,446,250	200,080	—	—	16,693,380	—	(188,480)	(488)	51,474	(200,070)	(149,084)
Issuance of Series G redeemable convertible preferred stock at \$16.3836 per share, net of issuance costs of \$0.1 million	8,181,957	133,936	—	—	—	—	—	—	—	—	—
Issuance of common stock upon exercise of stock options and warrants	—	—	—	—	1,401,870	—	—	—	1,767	—	1,767
Issuance of common stock for acquisitions	—	—	—	—	2,678,189	—	—	—	18,243	—	18,243
Vesting of early exercised options	—	—	—	—	—	—	—	—	366	—	366
Stock-based compensation	—	—	—	—	—	—	—	—	11,441	—	11,441
Net loss	—	—	—	—	—	—	—	—	—	(38,547)	(38,547)
Balance at December 31, 2017	41,628,207	334,018	—	—	20,773,441	—	(188,480)	(488)	83,291	(238,617)	(155,814)
Issuance of common stock in connection with the initial public offering, net of underwriting discounts and commissions	—	—	11,500,000	—	—	—	—	—	245,985	—	245,985
Costs related to initial public offering	—	—	—	—	—	—	—	—	(5,450)	—	(5,450)
Conversion of redeemable convertible preferred stock in connection with initial public offering	(41,628,207)	(334,018)	—	—	42,188,624	—	—	—	334,018	—	334,018
Automatic conversion of warrants in connection with initial public offering	—	—	—	—	997,193	—	—	—	21,465	—	21,465
Issuance of common stock for settlement of RSUs	—	—	—	—	802,900	—	—	—	—	—	—
Shares withheld related to net share settlement	—	—	—	—	(391,874)	—	—	—	(9,013)	—	(9,013)
Issuance of common stock upon exercise of stock options	—	—	—	—	1,727,899	—	—	—	8,108	—	8,108
Issuance of common stock for acquisitions	—	—	—	—	757,218	—	—	—	8,832	—	8,832
Issuance of restricted stock awards	—	—	2,993	—	—	—	—	—	—	—	—
Vesting of early exercised stock options	—	—	—	—	—	—	—	—	366	—	366
Stock-based compensation	—	—	—	—	—	—	—	—	30,803	—	30,803
Net loss	—	—	—	—	—	—	—	—	—	(64,078)	(64,078)
Balance at December 31, 2018	—	\$ —	11,502,993	\$ —	66,855,401	\$ —	(188,480)	\$ (488)	\$ 718,405	\$ (302,695)	\$ 415,222

(See accompanying Notes to Consolidated Financial Statements)

**EVENTBRITE, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(in thousands)*

	Year Ended December 31,		
	2018	2017	2016
<b>Cash flows from operating activities</b>			
Net loss	\$ (64,078)	\$ (38,547)	\$ (40,392)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	34,608	19,418	7,639
Amortization of creator signing fees	7,086	4,314	2,737
Accretion of term loan	1,718	752	—
Loss on debt extinguishment	178	—	—
Change in fair value of redeemable convertible preferred stock warrant liability	9,591	2,200	—
Change in fair value of term loan embedded derivatives	(2,119)	—	—
Stock-based compensation	30,231	10,858	8,531
Impairment of long-lived assets	3,425	2,715	1,795
Provision for bad debt and creator advances	2,742	921	910
Loss on disposal of fixed assets	99	1,271	20
Deferred income taxes	103	(400)	(58)
Excess tax benefit from stock-based compensation awards	—	(2,258)	—
Changes in operating assets and liabilities, net of impact of acquisitions:			
Accounts receivable	(2,092)	(775)	(1,364)
Funds receivable	(6,810)	(18,148)	(9,862)
Creator signing fees, net	(15,973)	(8,600)	(5,980)
Creator advances, net	(5,308)	(5,782)	(4,636)
Prepaid expenses and other current assets	(5,594)	(4,347)	(1,890)
Other assets	(1,643)	668	(307)
Accounts payable, creators	24,523	52,836	37,109
Accounts payable, trade	(507)	386	245
Accrued compensation and benefits	1,791	(333)	1
Accrued taxes	5,039	3,640	(1,253)
Other accrued liabilities	4,256	693	3,939
Accrued taxes, noncurrent	(14,458)	7,027	4,957
Other liabilities	354	1,312	644
Net cash provided by operating activities	7,162	29,821	2,785
<b>Cash flows from investing activities</b>			
Purchases of property and equipment	(5,418)	(2,536)	(2,983)
Capitalized internal-use software development costs	(7,232)	(6,142)	(5,483)
Acquisitions, net of cash acquired	12,611	(131,974)	(1,693)
Net cash used in investing activities	(39)	(140,652)	(10,159)

**EVENTBRITE, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (continued)**  
*(in thousands)*

	<b>Year Ended December 31,</b>		
	<b>2018</b>	<b>2017</b>	<b>2016</b>
<b>Cash flows from financing activities</b>			
Proceeds from initial public offering, net of underwriters' discounts and commissions and offering costs, net of reimbursements	240,965	—	—
Proceeds from exercise of stock options	8,108	1,767	2,903
Excess tax benefit from stock-based compensation awards	—	2,258	—
Taxes paid related to net share settlement of equity awards	(9,013)	—	—
Proceeds from issuance of redeemable convertible preferred stock, net	—	133,936	—
Proceeds from term loans	118,578	30,000	—
Principal payments on debt obligations	(111,071)	(7,788)	—
Prepayment penalties on debt extinguishment	(6,803)	—	—
Payments on capital lease obligations	(78)	(249)	(358)
Payments on lease financing obligations	(630)	(410)	(220)
Net cash provided by financing activities	<u>240,056</u>	<u>159,514</u>	<u>2,325</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	247,179	48,683	(5,049)
<b>Cash, cash equivalents and restricted cash</b>			
Beginning of period	192,221	143,538	148,587
End of period	<u>\$ 439,400</u>	<u>\$ 192,221</u>	<u>\$ 143,538</u>
<b>Supplemental cash flow data</b>			
Interest paid	\$ 7,588	\$ 868	\$ —
Income taxes paid, net of refunds	202	144	78
<b>Non-cash investing and financing activities</b>			
Vesting of early exercised stock options	366	366	305
Issuance of shares of common stock for acquisitions	8,832	18,243	478
Promissory notes issued in connection with acquisitions	—	57,500	—
Conversion of redeemable convertible preferred stock in connection with initial public offering	21,465	—	—
Issuance of redeemable convertible preferred stock warrants in connection with loan facilities and term loan	4,603	5,071	—
Deferred offering costs included in accounts payable, trade and other accrued liabilities	430	—	—

*(See accompanying Notes to Consolidated Financial Statements)*

## EVENTBRITE, INC.

### Notes to the Consolidated Financial Statements

#### 1. Organization

##### Description of business

Eventbrite, Inc. (Eventbrite or the Company) has built a powerful, broad technology platform to enable creators to solve many challenges associated with creating live experiences. The Company's platform integrates components needed to seamlessly plan, promote and produce live events, thereby allowing creators to reduce friction and costs, increase reach and drive ticket sales.

##### Initial Public Offering

In September 2018, the Company completed its initial public offering (IPO) in which the Company issued and sold 11,500,000 shares of Class A common stock at a public offering price of \$23.00 per share, which included 1,500,000 shares sold pursuant to the exercise by the underwriters' option to purchase additional shares. The Company received aggregate net proceeds of \$246.0 million from the IPO, net of underwriter discounts and commissions, before deducting offering costs of \$5.5 million, net of reimbursements.

Immediately prior to the closing of the IPO, (i) all shares of common stock then outstanding were reclassified as Class B Common Stock, (ii) 41,628,207 shares of redeemable convertible preferred stock outstanding converted into 42,188,624 shares of Class B common stock (including additional shares issued upon conversion of our Series G redeemable convertible preferred stock based on the IPO price of \$23.00 per share) and (iii) warrants to purchase 933,269 shares of our Series G redeemable convertible preferred stock automatically exercised into 997,193 shares of Class B common stock. See Note 11 and Note 12 for additional details.

#### 2. Significant Accounting Policies

##### Basis of Presentation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) and include the accounts of the Company and its wholly owned subsidiaries. All intercompany transactions and accounts have been eliminated.

##### Use of Estimates

In order to conform with U.S. GAAP, the Company is required to make certain estimates, judgments and assumptions when preparing its consolidated financial statements. These estimates, judgments and assumptions affect the reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reported periods. These estimates include, but are not limited to, the recoverability of creator signing fees and creator advances, the capitalization and estimated useful life of internal-use software, certain assumptions used in the valuation of equity awards, assumptions used in determining the fair value of the redeemable convertible preferred stock warrant liability prior to the IPO, fair value of the term loan derivative liability, assumptions used in determining the fair value of business combinations, the allowance for doubtful accounts, indirect tax reserves and contra-revenue amounts related to fraudulent events, customer disputed transactions and refunds. The Company evaluates these estimates on an ongoing basis. Actual results could differ from those estimates and such differences could be material to the Company's consolidated financial statements.

##### Emerging Growth Company Status

As an emerging growth company (EGC), the Jump-start Our Business Start-ups Act (JOBS Act), allows the Company to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are made applicable to private companies. The Company has elected to use this extended transition period under the JOBS Act. As a result, the Company's financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective dates for new or revised accounting standards that are applicable to other public companies.

## Comprehensive Loss

For all periods presented, comprehensive loss equaled net loss. Therefore, the consolidated statements of comprehensive loss have been omitted from the consolidated financial statements.

## Segment Information

The Company's Chief Executive Officer (CEO) and Chief Financial Officer (CFO) make up the chief operating decision maker function. This function reviews financial information presented on a consolidated basis for purposes of allocating resources and evaluating the Company's financial performance. Additionally, there are no segment managers or other individuals that are held accountable for results below the consolidated level. Accordingly, the Company has determined that it operates as a single reportable and operating segment.

## Revenue Recognition

Revenue primarily consists of service fees and payment-processing fees (Eventbrite fees) recognized at the time a ticket for an event is sold and processed. The Company's customers are event creators who are selling tickets for events using the Company's platform.

The creator has the choice of whether to use Eventbrite Payment Processing (EPP) or to use a third-party payment processor, referred to as Facilitated Payment Processing (FPP). Under the EPP option, the Company is the merchant of record and is responsible for processing the transaction and collecting the face value of the ticket and all associated fees at the time the ticket is sold. The Company is also responsible for remitting these amounts collected, less the Company's fees, to the creators. Under the FPP option, Eventbrite is not responsible for processing the transaction or collecting the face value of the ticket and associated fees. In this case, the Company invoices the creator for all of the Company's fees.

The determination of whether the Company acts as a principal or an agent in a transaction is based on an evaluation of whether the Company has the substantial risks and rewards of ownership under the terms of an arrangement. The Company determined the creator is the primary obligor in a ticketing transaction as the creator is responsible for providing the event for which a ticket is sold and is the party responsible for providing a refund if the event is canceled. The Company's service provides a platform for the creator and event attendee to transact and to facilitate payment processing of that transaction. The amount that the Company earns for this service is fixed. For the payment processing service, the Company determined that it is the primary obligor because it is acting as the principal in providing the service and has latitude in setting the price of the service. Based on management's assessment, the Company records revenue on a net basis related to its ticketing service and on a gross basis related to its payment processing service.

The Company's revenue is derived from its service fees and payment processing fees and is recognized as tickets for an event are sold and processed since the Company believes that is when all the following conditions are met:

- There is persuasive evidence of an arrangement;
- The service has been provided to the creator;
- The collection of the fees is reasonably assured; and
- The amount of fees to be paid is fixed or determinable.

Revenue is presented net of indirect taxes, value-added taxes, creator royalties and reserves for customer refunds, payment chargebacks and estimated uncollectible amounts. If an event is cancelled by a creator, then any obligations to provide refunds to event attendees are the responsibility of that creator. If a creator is unwilling or unable to fulfill their refund obligations, the Company may, at its discretion, provide attendee refunds. Revenue is also presented net of the amortization of creator signing fees. The benefit the Company receives by securing exclusive ticketing and payment processing rights with certain creators from these fees is inseparable from the customer relationship with the creator and accordingly these fees are recorded as a reduction of revenue.

## Cost of Revenue

Cost of revenue consists primarily of payment processing fees, platform and website hosting fees and operational costs, amortization of acquired developed technology, amortization of capitalized internal-use software development costs, field operations costs and allocated customer support costs.

### Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents includes bank deposits and money market funds held with financial institutions. Cash and cash equivalents balances include the face value of tickets sold on behalf of creators and their share of service charges, which amounts are to be remitted to the creators. Such balances were \$217.4 million and \$179.5 million as of December 31, 2018 and 2017, respectively. Although creator cash is legally unrestricted, the Company does not utilize creator cash for its own financing or investing activities as the amounts are payable to creators on a regular basis. These amounts due to creators are included in accounts payable, creators on the consolidated balance sheets. The Company also considers all highly liquid investments, including money market funds with an original maturity of three months or less at the date of purchase, to be cash equivalents.

The Company has issued letters of credit under lease agreements which have been collateralized with cash. This cash is classified as noncurrent restricted cash on the consolidated balance sheets based on the term of the underlying lease. The following table provides a reconciliation of cash and restricted cash reported within the consolidated balance sheets that sum to the total of the same amounts shown in the consolidated statements of cash flows (in thousands):

	December 31,		
	2018	2017	2016
Cash and cash equivalents	\$ 437,892	\$ 188,986	\$ 139,538
Restricted cash	1,508	3,235	4,000
Total cash, cash equivalents and restricted cash	<u>\$ 439,400</u>	<u>\$ 192,221</u>	<u>\$ 143,538</u>

### Funds Receivable

Funds receivable represents cash-in-transit from third-party payment processors that is received by the Company within approximately five business days from the date of the underlying ticketing transaction. The funds receivable balances include the face value of tickets sold on behalf of creators and their share of service charges, which amounts are to be remitted to the creators. Such amounts were \$54.8 million and \$48.5 million as of December 31, 2018 and 2017, respectively.

### Accounts Receivable, Net

Accounts receivable, net is comprised of invoiced amounts to creators who use a third-party facilitated payment processor (FPP). For customer accounts receivable balances related to FPP, the Company records accounts receivable at the invoiced amount, net of a reserve to provide for potentially uncollectible amounts.

In evaluating the Company's ability to collect outstanding receivable balances, the Company considers various factors including the age of the balance, the creditworthiness of the customer and the customer's current financial condition. Accounts receivable deemed uncollectible are charged against the allowance for doubtful accounts when identified.

### Property, Plant and Equipment, Net

Property, plant and equipment, including assets acquired through capital leases, are stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method over the estimated useful lives of assets. Maintenance and repair costs are charged to expense as incurred. The estimated useful lives of the Company's property, plant and equipment are as follows:

	Estimated Useful Life
Building and improvements	30 years
Furniture and fixtures	3-5 years
Computers and computer equipment	1-2 years
Computer software	2-3 years
Capitalized internal-use software development costs	2 years
Leasehold improvements	Shorter of estimated useful life or remaining lease term

## **Fair Value Measurements**

The Company measures its financial assets and liabilities at fair value at each reporting date using a fair value hierarchy that requires the Company to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's classification within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Three levels of inputs may be used to measure fair value:

Level 1 – Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 – Other inputs that are directly or indirectly observable in the marketplace.

Level 3 – Unobservable inputs that are supported by little or no market activity.

The Company's money market funds, funds receivable, accounts receivable, accounts payable, other current liabilities and debt approximate their fair value. All of these financial assets and liabilities are Level 1, except for debt, which is Level 2. There are no other Level 1 or Level 2 assets or liabilities recorded at December 31, 2018 and 2017 .

The Company measures the redeemable convertible preferred stock warrant liability (as discussed in Note 11) and term loan derivative asset (as discussed in Note 10) at fair value on a recurring basis and determined these are Level 3 financial assets and liabilities, respectively, in the fair value hierarchy.

The fair value of the redeemable convertible preferred stock warrants was estimated using a hybrid between a probability-weighted expected return method (PWERM) and option pricing model (OPM), estimating the probability weighted value across multiple scenarios, while using an OPM to estimate the allocation of value within one or more of these scenarios. Under a PWERM, the value of the Company's various equity securities was estimated based upon an analysis of future values for the Company assuming various future outcomes, including two IPO scenarios and two scenarios contemplating the continued operation of the Company as a privately held enterprise. Guideline public company multiples were used to value the Company under the IPO scenarios. The discounted cash flow method was used to value the Company under the staying private scenarios. Share value for each class of security was based upon the probability-weighted present value of expected future investment returns, considering each of these possible future outcomes, as well as the rights of each share class.

The significant unobservable inputs into the valuation model used to estimate the fair value of the redeemable convertible preferred stock warrants include the timing of potential events (IPO) and their probability of occurring, the selection of guideline public company multiples, a discount for the lack of marketability of the preferred and common stock, the projected future cash flows, and the discount rate used to calculate the present-value of the estimated equity value allocated to each share class.

The significant unobservable inputs into the valuation model used to estimate the fair value of the term loan derivative asset include the timing of potential events (primarily the IPO), probability of exercise and the discount rate used to calculate the present value of discounted cash flows.

Generally, changes in the fair value of the underlying redeemable convertible preferred stock would result in a directionally similar impact to the fair value of the redeemable convertible preferred stock warrant liability.

There were no transfers of financial assets or liabilities into or out of Level 1, Level 2 or Level 3 for the years ended December 31, 2018 and 2017 .

## **Leases**

The Company leases office space and certain computer equipment under noncancelable lease agreements which are accounted for as operating leases. Rent expense is recorded on a straight-line basis over the lease term. If a lease provides for fixed escalations of the minimum rental payments, the difference between the straight-line rent charged to expense and the amount payable under the lease is recognized as deferred rent.

The Company considers the nature of renovations and the Company's involvement during the construction period for leased office space to determine if it should be considered the owner of the construction project during the construction period. If the Company determines that it is the owner of the construction project, it is required to capitalize the fair value of the building as well as the construction costs incurred on its consolidated balance sheet along with a corresponding liability (build-to-suit accounting). Upon occupancy for build-to-suit leases, the Company assesses whether the circumstances qualify for sales recognition under the sale-leaseback accounting guidance. If the lease meets the sale-leaseback criteria, the Company will remove the asset and related financial obligation from the consolidated balance sheet and treat the building lease as an operating lease. If upon completion of construction, the project does not meet the sale-leaseback criteria, the leased property will continue to be treated as a build-to-suit lease asset and financing obligation for financial reporting purposes.

#### **Internal-Use Software Development Costs**

The Company capitalizes certain costs associated with website and application development and software developed or obtained for internal use. Costs incurred in the preliminary stages of development are expensed as incurred. Once software has reached the end of the preliminary project stage, internal and external costs, if direct and incremental, are capitalized until the software is substantially complete and ready for its intended use, including stock-based compensation and other employee benefit costs. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Capitalized costs are included in property and equipment, net in the consolidated balance sheet.

Capitalized internal-use software and website development costs are amortized on a straight-line basis over their estimated useful life, which is two years. Amortization expense is recorded in cost of revenue within the consolidated statements of operations. Maintenance and training costs are charged to expense as incurred and included in operating expenses.

#### **Business Combinations**

The Company allocates the fair value of purchase consideration to the tangible assets acquired, liabilities assumed and intangible assets acquired based on their estimated fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. Such valuations require management to make significant estimates and assumptions, especially with respect to intangible assets. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired users, acquired technology, trade names from a market participant perspective, useful lives and discount rates. Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. During the measurement period, which is one year from the acquisition date, the Company may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.

#### **Goodwill and Acquired Intangible Assets, Net**

##### *Goodwill*

Goodwill represents the excess of the aggregate fair value of the consideration transferred in a business combination over the fair value of the assets acquired, net of liabilities assumed. Goodwill is not amortized but the Company evaluates goodwill impairment of its single reporting unit annually on the first day of the fourth quarter, or more frequently if events or changes in circumstances indicate the goodwill may be impaired.

Events or changes in circumstances which could trigger an impairment review include significant changes in the manner of the Company's use of the acquired assets or the strategy for the Company's overall business, significant negative industry or economic trends, significant underperformance relative to historical or projected future results of operations, a significant adverse change in the business climate, an adverse action or assessment by a regulator, unanticipated competition or a loss of key personnel. The Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the reporting unit is less than its carrying amount. If, after assessing the totality of events or circumstances, an entity determines it is not more likely than not that the fair value of the reporting unit is less than its carrying amount, then additional impairment testing is not required. However, if an entity concludes otherwise, then it is required to perform the first of a two-step impairment test.

The first step involves comparing the estimated fair value of the reporting unit with its respective book value, including goodwill. If the estimated fair value exceeds book value, goodwill is considered not to be impaired and no additional steps are necessary. If, however, the fair value of the reporting unit is less than book value, then a second step is required that compares the carrying amount of the goodwill with its implied fair value. The estimate of implied fair value of goodwill may require valuations of certain internally-generated and unrecognized intangible and tangible net assets. If the carrying amount of goodwill exceeds the implied fair value of the goodwill, an impairment loss is recognized in an amount equal to the excess.

During the years ended December 31, 2018 and 2017, the Company assessed qualitative factors and determined additional impairment testing was not required, therefore no goodwill impairment charges have been recorded during these periods.

#### *Acquired Intangible Assets, Net*

Acquired intangible assets, net consists of identifiable intangible assets such as developed technology, customer relationships, and trade names resulting from the Company's acquisitions. Acquired intangible assets are recorded at fair value on the date of acquisition and amortized over their estimated economic lives following the pattern in which the economic benefits of the assets will be consumed, determined to be straight-line. Acquired intangible assets are presented net of accumulated amortization in the consolidated balance sheet.

The Company evaluates the recoverability of its intangible assets for potential impairment whenever events or circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying amounts to the future undiscounted cash flows the assets are expected to generate. If such review indicates that the carrying amount of intangible assets is not recoverable, the carrying amount of such assets is reduced to the fair value.

#### **Creator Signing Fees, Net**

Creator signing fees, net represent contractual amounts paid to creators pursuant to event ticketing and payment processing agreements. Creator signing fees are additional incentives paid by the Company to secure exclusive ticketing and payment processing rights with certain creators. These payments are amortized over the life of the contract to which they relate on a straight-line basis. Creator signing fees are presented net of reserves and allowances for potentially unrecoverable amounts on the consolidated balance sheets. Amortization of creator signing fees is recorded as a reduction of revenue in the consolidated statements of operations.

#### **Creator Advances, Net**

Creator advances, net represent contractual amounts paid to creators pursuant to event ticketing and payment processing agreements. Creator advances provide the creator with funds in advance of the event and are subsequently recovered by withholding amounts due to the Company from the sale of tickets until the creator advance has been fully recovered. Creator advances are presented net of reserves and allowances for potentially unrecoverable amounts on the consolidated balance sheets.

#### **Impairment of Long-Lived Assets**

The carrying amounts of long-lived assets, including property and equipment, capitalized internal-use software, creator signing fees, creator advances and acquisition-related intangible assets, are periodically reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of these assets may not be recoverable or that the useful life is shorter than originally estimated. Recoverability of assets to be held and used is measured by comparing the carrying amount of an asset to future undiscounted net cash flows the asset is expected to generate over its remaining life.

If the asset is considered to be impaired, the amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset. If the useful life is shorter than originally estimated, the Company amortizes the remaining carrying value over the revised shorter useful life.

#### **Accounts Payable, Creators**

Accounts payable, creators consists of unremitted ticket sale proceeds, net of Eventbrite service fees and applicable taxes. Amounts are remitted to creators within five business days subsequent to the completion of the related event. In certain situations, at the request of the creator, the Company may remit ticket sale proceeds in advance of the related event.

**Advertising**

Advertising costs are charged to expense as incurred. The costs of developing advertising creative and trade show expenses are initially deferred and charged to expense in the period in which the advertising is displayed or the period the trade show occurs. Advertising expenses were \$1.6 million , \$1.9 million and \$2.1 million for the years ended December 31, 2018 , 2017 and 2016 , respectively.

**Stock-Based Compensation Expense**

Stock-based compensation expense to employees is measured based on the grant-date fair value of the awards and recognized in the consolidated statements of operations over the period during which the employee is required to perform services in exchange for the award (the vesting period of the award).

The Company estimates the fair value of stock options granted using the Black-Scholes option pricing model. The Company measures the fair value of RSUs based on the fair value of the underlying shares on the date of grant. Compensation expense is recognized over the vesting period of the applicable award using the straight-line method. The Company estimates forfeitures in order to calculate the stock-based compensation expense.

Compensation expense for nonemployee stock options is calculated using the Black-Scholes option pricing model and is recorded as the options vest. Options subject to vesting are revalued periodically over the service period, which is the same as the vesting period.

**Deferred Offering Costs**

Deferred offering costs, which consist of direct incremental legal, consulting, banking and accounting fees relating to anticipated equity offerings, are capitalized and offset against proceeds upon the consummation of the offerings within stockholders' equity. The Company incurred \$5.5 million of deferred offering costs in connection with its IPO, which are recorded within stockholders' equity as a reduction of the IPO proceeds.

**Income Taxes**

The Company records income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the consolidated financial statements or tax returns. Deferred tax assets and liabilities are measured using enacted tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. Valuation allowances are provided when necessary to reduce deferred tax assets to the amount expected to be realized.

The Company recognizes tax benefits from uncertain tax positions if it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. Although the Company believes it has adequately provided for its uncertain tax positions, the Company can provide no assurance that the final tax outcome of these matters will not be materially different. The Company adjusts these allowances when facts and circumstances change, such as the closing of a tax audit or the refinement of an estimate. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made and could have a material impact on the Company's consolidated financial statements.

**Foreign Currency Remeasurement**

The functional currency of the Company's international subsidiaries is the U.S. dollar. Accordingly, monetary balance sheet accounts are remeasured using exchange rates in effect at the balance sheet dates and non-monetary items are remeasured at historical exchange rates. Revenue and expenses are remeasured at the average exchange rates for the period. Foreign currency remeasurement and transaction gains and losses are included in other income (expense), net in the consolidated statements of operations. The Company recorded foreign currency rate remeasurement losses of \$6.5 million , foreign currency rate remeasurement gains of \$3.1 million and foreign currency rate remeasurement losses of \$2.0 million during the years ended December 31, 2018 , 2017 and 2016 , respectively.

## Concentrations of Risk

Financial instruments potentially exposing the Company to concentrations of credit risk consist primarily of cash, funds receivable, accounts receivable, payments to creators and creator advance payouts. The Company holds its cash with high-credit-quality financial institutions; however, the Company maintains balances in excess of the FDIC insurance limits. The Company does not require their customers to provide collateral to support accounts receivable and maintains an allowance for accounts receivable balances that are doubtful of collection.

As of December 31, 2018 and 2017, there were no customers that represented 10% or more of the Company's accounts receivable balance and there were no customers that individually exceeded 10% of the Company's net revenue for any of the years ended December 31, 2018, 2017 and 2016, respectively.

## Redeemable Convertible Preferred Stock Warrants

Freestanding warrants to purchase shares of redeemable convertible preferred stock are classified as liabilities on the consolidated balance sheets at their estimated fair value because the underlying shares of redeemable convertible preferred stock are contingently redeemable and, therefore, may obligate the Company to transfer assets at some point in the future. Such warrants are recorded at fair value upon issuance and remeasured to fair value at each reporting period through the consolidated statements of operations. The Company adjusts the redeemable convertible preferred stock warrant liability for changes in estimated fair value until the earlier of the exercise or expiration or the completion of a sale of the Company or an IPO. Upon the completion of the Company's IPO in September 2018, all of the Company's outstanding warrants to purchase shares of redeemable convertible preferred stock were automatically exercised into shares of the Company's Class B common stock.

## Net Loss Per Share

The Company follows the two-class method when computing net loss per common share when shares are issued that meet the definition of participating securities. The two-class method determines net income (loss) per common share for each class of common stock and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The two-class method requires income available to common stockholders for the period to be allocated between common stock and participating securities based upon their respective rights to receive dividends as if all income for the period had been distributed. The Company's redeemable convertible preferred stock contractually entitles the holders of such shares to participate in dividends but does not contractually require the holders of such shares to participate in the Company's losses. For periods in which the Company reports net losses, diluted net loss per share is the same as basic net loss per share because potentially dilutive common shares are not assumed to have been issued if their effect is anti-dilutive.

## Recently Adopted Accounting Pronouncements

The Company adopted ASU No. 2016-09, Compensation—Stock Compensation (Topic 718) beginning January 1, 2018. The Company has elected to continue to estimate expected forfeitures as awards are granted. Additionally, the Company will prospectively present excess tax benefits as an operating activity on the consolidated statement of cash flows. The Company recognized the previously unrecognized excess tax benefits using the modified retrospective transition method, which did not result in a cumulative-effect adjustment to the opening balance of accumulated deficit in 2018 given the Company's valuation allowance position. Without the valuation allowance, the Company's deferred tax assets would have increased by \$3.4 million.

The Company adopted ASU 2016-15, Statement of Cash Flows (Topic 230): Clarifying the Classification of Certain Cash Receipts and Cash Payments beginning January 1, 2018 using a retrospective approach. This standard applies to the Company's reporting requirements in the recording of debt prepayment and debt extinguishment and has been reflected in the consolidated financial statements.

## Recently Issued Accounting Pronouncements

In January 2017, the FASB issued ASU 2017-04, *Intangibles—Goodwill and Other (Topic 350) : Simplifying the Test for Goodwill Impairment*, which eliminates the requirement to calculate the implied fair value of goodwill to measure a goodwill impairment charge. This standard is effective for public business entities for the annual or any interim goodwill impairment tests in fiscal years beginning after December 15, 2019. All other entities should adopt this update for the annual or any interim goodwill impairment tests in fiscal years beginning after December 15, 2021. Early adoption is permitted. This standard will apply to the Company's reporting requirements in performing goodwill impairment testing and the Company plans to adopt this standard January 1, 2019. The Company does not anticipate the adoption of this standard will have a material impact on its consolidated financial statements.

In January 2017, the FASB issued ASU 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*, which clarifies the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions or disposals of assets or businesses. This standard is effective for public business entities for annual periods beginning after December 15, 2017, including interim periods within those periods. For all other entities, this standard is effective for annual periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. The impact to the Company's consolidated financial statements will depend on the facts and circumstances of any specific future transactions.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* which requires lessees to put most leases on their balance sheets but recognize expenses on their income statement and eliminates the real estate-specific provisions for all entities. The guidance is effective for public business entities for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. For all other entities, the amendments to the standard are effective for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020. The Company intends to adopt this standard beginning January 1, 2020 and is currently evaluating the effect that implementation of this standard will have on its consolidated financial statements upon adoption.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* and *Other Assets and Deferred Costs—Contracts with Customers (Subtopic 340-40)*, which will supersede nearly all existing revenue recognition guidance. The core principle behind this standard is that an entity should recognize revenue to depict the transfer of promised goods and services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for delivering those goods and services. To achieve this core principle, the ASU provides a model, which involves a five-step process that includes identifying the contract with the customer, identifying the performance obligations in the contract, determining the transaction price, allocating the transaction prices to the performance obligations in the contract, and recognizing revenue when (or as) the entity satisfies the performance obligations. The standard also provides guidance on the recognition of costs related to obtaining customer contracts.

This standard permits adoption either by using a full retrospective approach, in which all comparative periods are presented in accordance with the new standard, or a modified retrospective approach with the cumulative effect of initially applying the new standard recognized at the date of initial application and providing certain additional disclosures. For public business entities, this standard is effective for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period. For all other entities, this standard is effective for annual reporting periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. Early application is permitted for annual periods beginning after December 15, 2016. The Company has elected to adopt this standard as of January 1, 2019 using the full retrospective approach and does not expect the adoption of this standard to have a material impact on its consolidated financial statements.

### **3. Acquisitions**

#### **2018 Acquisitions**

In August 2018, the Company acquired Picatic e-Ticket Inc. (Picatic), a Canadian ticketing company. The Company acquired Picatic primarily to bolster its engineering staff and enhance its ticketing solutions. The acquisition of Picatic has been accounted for as a business combination. The acquisition date fair value of the consideration transferred was \$2.9 million, which consisted of \$1.3 million in cash and 81 thousand shares of the Company's common stock. Acquisition costs directly related to the Picatic transaction were \$0.3 million and are included in general and administrative expenses in the consolidated statements of operations for the year ended December 31, 2018.

The total purchase price of the Picatic acquisition was allocated to the assets acquired and liabilities assumed based on their fair value as of the acquisition date. The excess of the purchase price over the net assets acquired was recorded as goodwill. The goodwill recorded in connection with the Picatic acquisition is not deductible for tax purposes and is attributable to the assembled workforce and synergies from the future growth and strategic advantages in the ticketing industry.

In April 2018, the Company acquired Ticketea S.L. (Ticketea), a leading Spanish ticketing provider. The Company acquired Ticketea in order to enhance its ticketing solutions and expand in the Spanish market. The acquisition of Ticketea has been accounted for as a business combination. The acquisition date fair value of the consideration transferred was \$11.4 million, which consisted of \$3.6 million in cash and 0.7 million shares of the Company's common stock. Of the 0.7 million shares, 0.1 million shares are being held in escrow for adjustments related to working capital requirements and breaches of representations, warranties and covenants. These escrowed shares will be released approximately 18 months from the acquisition date, net of any adjustments. Acquisition costs directly related to the Ticketea transaction were \$0.5 million and are

included in general and administrative expenses in the consolidated statement of operations for the year ended December 31, 2018 .

The total purchase price of the Ticketea acquisition was allocated to the assets acquired and liabilities assumed based on their fair value as of the acquisition date. The excess of the purchase price over the net assets acquired was recorded as goodwill. The goodwill recorded in connection with the Ticketea acquisition is not deductible for tax purposes and is attributable to the assembled workforce and synergies from the future growth and strategic advantages in the ticketing industry.

The following table summarizes the estimated fair values of the assets acquired and liabilities assumed as of the respective acquisition dates (in thousands):

	Picatic	Ticketea	Total
Cash	\$ 160	\$ 17,852	\$ 18,012
Funds and accounts receivable	10	1,058	1,068
Creator advances	—	532	532
Prepaid expenses and other current assets	87	127	214
Property and equipment	—	42	42
Other noncurrent assets	—	28	28
Accounts payable, creators	—	(19,671)	(19,671)
Other current liabilities	(121)	(628)	(749)
Intangible assets	507	3,094	3,601
Goodwill	2,219	8,937	11,156
Total purchase price	\$ 2,862	\$ 11,371	\$ 14,233

The following table sets forth the components of identifiable intangible assets acquired (in thousands) and their estimated useful lives as of the date of acquisition (in years):

	Picatic	Estimated useful life	Ticketea	Estimated useful life
Customer relationships	\$ 507	2.5	\$ 2,475	5.0
Developed technology	—		619	1.0
Total acquired intangible assets	\$ 507		\$ 3,094	

The amount of net revenue from the Picatic and Ticketea acquisitions included in the consolidated statements of operations for the year ended December 31, 2018 was \$3.7 million .

#### 2017 Acquisitions

In September 2017, the Company acquired 100% of the outstanding equity of Ticketfly, LLC (Ticketfly), a San Francisco based subsidiary of a publicly-held company. The Company acquired Ticketfly in order to expand the Company's solutions for music-related events. The acquisition of Ticketfly has been accounted for as a business combination . The acquisition date fair value of the consideration transferred was \$201.1 million , which consisted of \$151.1 million in cash and \$50.0 million in Convertible Promissory Notes (Promissory Note), which were paid and issued, respectively, at the closing of the transaction. The Promissory Note had a five year maturity from the date of issuance and bore interest at a rate of 6.5% per annum. Acquisition costs related to the Ticketfly transaction were \$0.5 million and are included in general and administrative expenses in the consolidated statements of operations for the year ended December 31, 2017.

In March 2018, the Company reached an agreement with the seller of Ticketfly to repay the Promissory Note. The face value of \$50.0 million was settled in full for \$34.7 million which represented \$33.0 million of principal and \$1.7 million of accrued interest. The Company recognized a gain of \$17.0 million resulting from the extinguishment of the Promissory Note in the consolidated statements of operations for the year ended December 31, 2018 . As discussed in Note 10, the Company recorded a net loss on debt extinguishment of \$0.2 million for the year ended December 31, 2018 .

In January 2017, the Company acquired 100% of the outstanding equity of TSTM Group Limited (ticketscript), a privately-held Dutch ticketing company with operations throughout Europe. The Company acquired ticketscript in order to enhance its ticketing solutions. The acquisition of ticketscript has been accounted for as a business combination. The acquisition date fair value of the consideration transferred was \$33.4 million, which consisted of \$7.7 million in cash, \$7.5 million in promissory notes, 2.7 million shares of the Company's common stock and options to purchase 0.3 million shares of Eventbrite common stock. These promissory notes were allowed to be prepaid at any time and the Company repaid these promissory notes in full, including accrued interest, in August 2017. Acquisition costs related to the ticketscript transaction were \$1.2 million and are included in general and administrative expenses in the consolidated statements of operations. The Company retained certain former ticketscript employees under Eventbrite employment contracts and issued options to purchase an aggregate of 0.3 million shares of common stock in connection with those employment contracts. These options vest over time and compensation expense will be recorded over the associated service period.

The total purchase prices of the Ticketfly and ticketscript acquisitions were allocated to the assets acquired and liabilities assumed based on their fair value as of the acquisition date. The excess of the purchase price over the net assets acquired was recorded as goodwill. The goodwill recorded in connection with the Ticketfly acquisition is deductible for tax purposes, while the goodwill recorded in connection with ticketscript is not. Goodwill is attributable to the assembled workforce and synergies from the future growth and strategic advantages in the ticketing industry.

The following table summarizes the fair values of the assets acquired and liabilities assumed as of the respective acquisition dates (in thousands):

	Ticketfly	ticketscript	Total
Cash and restricted cash	\$ 23,339	\$ 3,492	\$ 26,831
Funds and accounts receivable	4,263	4,208	8,471
Creator advances	8,567	—	8,567
Prepaid expenses and other current assets	1,213	242	1,455
Property and equipment	2,619	425	3,044
Other noncurrent assets	15	238	253
Accounts payable, creators	(29,909)	(7,950)	(37,859)
Other current liabilities	(2,138)	(836)	(2,974)
Accrued taxes	(6,179)	(1,799)	(7,978)
Deferred tax liabilities	—	(2,401)	(2,401)
Intangible assets	76,300	11,800	88,100
Goodwill	123,011	26,030	149,041
Total purchase price	<u>\$ 201,101</u>	<u>\$ 33,449</u>	<u>\$ 234,550</u>

The following table sets forth the components of identifiable intangible assets acquired (in thousands) and their estimated useful lives as of the date of acquisition (in years):

	Ticketfly	Estimated useful life	ticketscript	Estimated useful life
Customer relationships	\$ 60,500	8.0	\$ 10,600	5.0
Developed technology	14,500	1.3	1,100	1.0
Trademark	1,300	1.3	100	1.0
Total acquired intangible assets	<u>\$ 76,300</u>		<u>\$ 11,800</u>	

The following unaudited pro forma information presents the combined results of operations as if the Ticketfly acquisition had been completed on January 1, 2016, the beginning of the comparable prior annual reporting period. The pro forma results include the adjustments for amortization associated with the acquired intangible assets, interest expense on new debt, stock-based compensation and the inclusion of \$0.5 million of non-recurring acquisition costs. The pro forma results do not reflect any cost saving synergies from operating efficiencies of the effect of the incremental costs incurred in integrating the companies. Accordingly, these pro forma results are presented for informational purpose only and are not necessarily indicative of what the actual results of operations of the combined company would have been if the acquisition had occurred at the beginning of the period presented, nor are they indicative of future results of operations (in thousands):

	Year Ended	
	December 31, 2017	
Net revenue	\$	235,096
Net loss		(199,222)

Pro forma information for the Ticketea, Picatic and ticketscript acquisitions is not presented as it is not material.

#### 4. Goodwill and Acquired Intangible Assets, Net

The changes in the carrying amounts of goodwill was as follows (in thousands):

January 1, 2017	\$	9,725
Additions from acquisitions		149,041
At December 31, 2017		158,766
Additions from acquisitions		11,023
Measurement period and other adjustments		771
At December 31, 2018	\$	170,560

Acquired intangible assets consisted of the following as of the dates indicated (in thousands):

	December 31, 2017			Weighted-average remaining useful life (years)
	Cost	Accumulated Amortization	Net Book Value	
Developed technology	\$ 18,477	\$ 6,679	\$ 11,798	1.0
Customer relationships	71,502	4,743	66,759	7.2
Tradenames	1,600	616	984	1.0
Acquired intangible assets, net	\$ 91,579	\$ 12,038	\$ 79,541	

	December 31, 2018			Weighted-average remaining useful life (years)
	Cost	Accumulated Amortization	Net Book Value	
Developed technology	\$ 19,096	\$ 18,628	\$ 468	0.8
Customer relationships	74,484	14,979	59,505	6.2
Tradenames	1,600	1,600	—	0.0
Acquired intangible assets, net	\$ 95,180	\$ 35,207	\$ 59,973	

The Company recorded amortization expense related to acquired intangible assets as follows (in thousands):

	Year Ended December 31,		
	2018	2017	2016
Cost of net revenue	\$ 11,834	\$ 5,083	\$ 470
General and administrative	11,334	5,160	157
Total amortization of acquired intangible assets	\$ 23,168	\$ 10,243	\$ 627

As of December 31, 2018, the total expected future amortization expense of acquired intangible assets by year is as follows (in thousands):

2019	\$ 10,825
2020	10,443
2021	10,197
2022	8,202
Thereafter	20,306
Acquired intangible assets, net	\$ 59,973

#### 5. Accounts Receivable, Net

Accounts receivable, net is comprised of invoiced amounts to customers who use FPP for payment processing as well as other invoiced amounts. The following table summarizes the Company's accounts receivable balance (in thousands):

	December 31,		
	2018	2017	2016
Accounts receivable, customers	\$ 5,651	\$ 4,682	\$ 3,081
Allowance for doubtful accounts	(1,582)	(1,797)	(1,099)
Accounts receivable, net	\$ 4,069	\$ 2,885	\$ 1,982

#### 6. Creator Signing Fees, Net

Creator signing fees are additional incentives paid by the Company to secure exclusive ticketing and payment processing rights with certain creators. As of December 31, 2018, these payments are being amortized over a weighted-average remaining contract life of 3.3 years on a straight-line basis. Amortization of creator signing fees is recorded as a reduction of revenue in the consolidated statements of operations and totaled \$7.1 million, \$4.3 million and \$2.7 million for the years ended December 31, 2018, 2017 and 2016, respectively. The following table summarizes the activity in creator signing fees (in thousands):

	December 31,	
	2018	2017
Balance, beginning of period	\$ 10,421	\$ 6,906
Creator signing fees paid	15,973	8,552
Amortization of creator signing fees	(7,086)	(4,314)
Write-offs and other adjustments	(2,303)	(723)
Balance, end of period	\$ 17,005	\$ 10,421
Creator signing fees, net	\$ 7,324	\$ 4,235
Creator signing fees, noncurrent	9,681	6,186

## 7. Creator Advances, Net

Creator advances provide the creator with funds in advance of the event and are subsequently recovered by withholding amounts due to the Company from the sale of tickets for the event until the creator payment has been fully recovered. The following table summarizes the activity in creator advances for the periods indicated (in thousands):

	December 31,	
	2018	2017
Balance, beginning of period	\$ 20,076	\$ 7,583
Acquired with Ticketfly transaction	—	8,567
Acquired with Ticketea transaction	532	—
Creator advances paid	21,466	14,701
Creator advances recouped	(16,158)	(8,681)
Write-offs and other adjustments	(2,774)	(2,094)
Balance, end of period	<u>\$ 23,142</u>	<u>\$ 20,076</u>
Creator advances, net	\$ 21,255	\$ 17,641
Creator advances, noncurrent	1,887	2,435

## 8. Property, Plant and Equipment, Net

Property, plant and equipment, net consisted of the following as of the dates indicated (in thousands):

	December 31,	
	2018	2017
Building and improvements	\$ 33,277	\$ 33,277
Capitalized internal-use software development costs	35,201	27,392
Furniture and fixtures	3,557	3,206
Computers and computer equipment	11,676	9,716
Leasehold improvements	5,084	2,950
	88,795	76,541
Less: Accumulated depreciation and amortization	(44,576)	(34,049)
Property, plant and equipment, net	<u>\$ 44,219</u>	<u>\$ 42,492</u>

Depreciation expense, excluding the amortization of capitalized internal-use software development costs, totaled \$5.2 million, \$4.1 million and \$2.6 million for the years ended December 31, 2018, 2017, and 2016 respectively.

The Company recorded the following amounts related to capitalized internal-use software development costs during the periods indicated (in thousands):

	Year Ended December 31,		
	2018	2017	2016
Internal-use software development costs capitalized during the period	\$ 7,809	\$ 6,725	\$ 6,050
Amortization of capitalized internal-use software	6,240	5,102	4,458
Impairments of capitalized internal-use software	—	88	490

Stock-based compensation expense included in capitalized internal-use software development costs was \$0.6 million for each of the years ended December 31, 2018, 2017 and 2016.

## 9. Commitments and Contingencies

### Operating Leases

The Company leases office space under various noncancelable operating leases that expire at various dates through 2028. Rent expense from operating leases totaled \$3.0 million, \$2.1 million and \$1.5 million for the years ended December 31, 2018, 2017 and 2016, respectively. The Company also recognized sublease income of \$3.6 million, \$3.1 million and \$3.2 million for the years ended December 31, 2018, 2017 and 2016, respectively.

### Build-to-Suit Lease

In December 2013, the Company executed a lease for 97,624 square feet of office space in San Francisco, California. The initial lease term is seven years with an option to renew for an additional three years, and the leased space represents two floors in a seven-floor building. The lease provided for a \$6.4 million tenant improvement reimbursement allowance, which the Company utilized in 2014. In order for the facility to meet the Company's operating specifications, both the landlord and the Company made structural changes as part of the improvement of the building, and as a result, the Company has concluded that it is the deemed partial owner of the building (for accounting purposes only) during the construction period. Accordingly, at lease inception, the Company recorded an asset of \$22.3 million, representing its estimate of the fair market value of the leased space, and a corresponding lease financing obligation on the consolidated balance sheets.

Upon completion of construction, the Company evaluated the derecognition of the asset and liability as a sale-leaseback transaction. The Company concluded it did not meet the provisions needed for sale-leaseback accounting, and thus the lease is being accounted for as a financing obligation. Lease payments are allocated to (1) a reduction of the principal financing obligation; (2) imputed interest expense; and (3) land lease expense (which is considered an operating lease) representing an imputed cost to lease the underlying land of the facility. In addition, the underlying building asset is being depreciated over the building's estimated useful life of 30 years. At the conclusion of the lease term, the Company will derecognize both the net book values of the asset and financing obligation.

Land lease expense was \$0.9 million for each of the years ended December 31, 2018, 2017 and 2016. Interest expense related to the Company's build-to-suit lease was \$3.4 million, \$3.5 million and \$3.5 million for each of the years ended December 31, 2018, 2017 and 2016, respectively.

As of December 31, 2018, the future minimum lease payments and sublease rental payments under noncancelable leases are as follows (in thousands):

	Build-to-Suit Lease	Operating Leases	Sublease Income	Total
2019	\$ 5,604	\$ 2,514	\$ (4,003)	\$ 4,115
2020	5,772	2,360	(4,003)	4,129
2021	1,942	1,870	(1,167)	2,645
2022	—	1,678	—	1,678
2023	—	1,483	—	1,483
Thereafter	—	3,770	—	3,770
Total minimum payments (income)	13,318	13,675	(9,173)	17,820
Less: Amount representing interest and taxes	(7,564)	—	—	(7,564)
Total	\$ 5,754	\$ 13,675	\$ (9,173)	\$ 10,256

In May 2018, the Company entered into a ten-year operating lease for its office space in Cork, Ireland. The lease expires in 2028. Monthly rent payments, which are included in the table above, are due beginning in January 2019 and total \$0.4 million per year.

## Letters of Credit

The Company has issued letters of credit under lease and other agreements, which have been collateralized with cash. This cash is classified as noncurrent restricted cash on the consolidated balance sheets based on the term of the underlying agreements. As of December 31, 2018, the Company had an outstanding letter of credit for \$1.0 million related to its leased office space in San Francisco, California. In connection with the Ticketfly acquisition, the Company acquired a lease for which there was a letter of credit for \$0.8 million. This letter of credit was terminated and the related restricted cash became unrestricted in the year ended December 31, 2018 as the underlying lease was terminated.

## Creator Signing Fees and Creator Advances

Creator signing fees and creator advances represent contractual amounts paid in advance to customers pursuant to event ticketing and payment processing agreements. Certain of the Company's contracts include terms where future payments to creators are committed to as part of the overall ticketing arrangement. The following table presents, by year, the future creator payments committed to under contract but not yet paid as of December 31, 2018 (in thousands):

2019	\$	8,328
2020		3,578
2021		386
2022		19
2023 and thereafter		—
	\$	<u>12,311</u>

## Litigation and Loss Contingencies

The Company accrues estimates for resolution of legal and other contingencies when losses are probable and estimable. From time to time, the Company may become a party to litigation and subject to claims incident to the ordinary course of business, including intellectual property claims, labor and employment claims, and threatened claims, breach of contract claims, tax and other matters. The Company currently has no material pending litigation.

The Company is currently under audit in certain domestic jurisdictions with regard to indirect tax matters. The Company establishes reserves for indirect tax matters when it determines that the likelihood of a loss is probable, and the loss is reasonably estimable. Accordingly, the Company has established a reserve for the potential settlement of issues related to sales and other indirect taxes in the amount of \$ 19.2 million and \$28.9 million as of December 31, 2018 and 2017, respectively. These amounts, which represent management's best estimates of its potential liability, include potential interest and penalties of \$ 1.2 million and \$ 3.5 million as of December 31, 2018 and 2017, respectively.

In June 2018, the Company publicly announced that a criminal was able to penetrate the Ticketfly website and steal certain consumer data, including names, email addresses, shipping addresses, billing addresses and phone numbers. For a short time, the Company disabled the Ticketfly platform to contain the risk of the cyber incident, which disabled ticket sales through Ticketfly during that period. Because of this incident, the Company has incurred costs related to responding to and remediating this incident and has suffered a loss of revenue for the period during which the Ticketfly platform was disabled. During the year ended December 31, 2018, the Company recorded an amount of \$7.0 million for costs associated with this incident, of which \$6.7 million was recorded as a reduction to net revenue and \$0.3 million was recorded as an operating expense. This amount represents the Company's best estimate of the total amount of creator accommodations to be made as a result of the incident. The Company also recorded \$6.6 million related to insurance proceeds to be received from the Ticketfly incident as a reduction in general and administrative expenses in the year ended December 31, 2018. Such proceeds are a partial reimbursement for accommodations to creators which are recorded as contra revenue. As of December 31, 2018, the Company had a remaining liability balance of \$0.3 million related to future accommodation payments and a \$0.6 million receivable for insurance proceeds.

The Company does not believe that any ultimate liability resulting from any of these matters will have a material adverse effect on its business, consolidated financial position, results of operations or liquidity. However, the outcome of these matters is inherently uncertain. Therefore, if one or more of these matters were resolved against the Company for amounts in excess of management's expectations, the Company's financial statements, including in a particular reporting period in which any such outcome becomes probable and estimable, could be materially adversely affected.

## Indemnifications

In the ordinary course of business, the Company enters into contractual arrangements under which the Company agrees to provide indemnification of varying scope and terms to business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of the breach of such agreements, intellectual property infringement claims made by third parties, and other liabilities relating to or arising from the Company's online ticketing platform or the Company's acts or omissions. In these circumstances, payment may be conditional on the other party making a claim pursuant to the procedures specified in the particular contract. Further, the Company's obligations under these agreements may be limited in terms of time and/or amount, and in some instances, the Company may have recourse against third parties for certain payments. In addition, the Company has indemnification agreements with its directors and executive officers that require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors or officers. The terms of such obligations vary.

## 10. Term Loans and Debt

Term loans consisted of the following at the dates indicated (in thousands):

	December 31,	
	2018	2017
Outstanding principal balance and accrued interest	\$ 73,594	\$ 29,704
Less: Unamortized discount and debt issuance costs	(872)	(3,035)
Total term loans	\$ 72,722	\$ 26,669
Current portion of term loans	\$ 5,635	\$ —
Term loans	67,087	26,669

The Company entered into a loan and security agreement with, and issued warrants to purchase shares of redeemable convertible preferred stock to Western Technology Investments (WTI) in June 2017 (First WTI Loan Facility), which provided for a secured credit facility of up to \$60.0 million of term debt. The First WTI Loan Facility contained customary events of default. In September 2017, the Company borrowed \$30.0 million as a term loan under the facility with a maturity date of February 2022 which bore interest at 11.5% annually (effective interest rate of 15.9% ). Monthly payments of interest were due for the first 24 months and equal monthly installments of principal and interest were due for 30 months thereafter. The loan could be prepaid at any time for an amount equal to the outstanding balance plus accrued interest, plus an amount equal to all scheduled but unpaid payments of interest that would have accrued and been payable through the maturity date.

In March 2018, the Company borrowed an additional \$30.0 million under the First WTI Loan Facility with a maturity date of September 2022, which bore interest at 11.75% annually (effective interest rate of 14.8% ). Monthly payments of interest were due for the first 24 months and equal monthly installments of principal and interest were due for 30 months thereafter.

In May 2018, the Company entered into a second loan and security agreement with WTI (Second WTI Loan Facility, and together with the First WTI Loan Facility, the WTI Loan Facilities) and issued additional warrants to purchase shares of Series G redeemable convertible preferred stock. The secured credit facility provided up to \$15.0 million of term debt, which the Company borrowed in full as a term loan under the facility in May 2018. This debt bore interest at 12.0% annually (effective interest rate of 14.7% ) and had a maturity date of November 2022. Monthly payments of interest were due for the first 24 months and equal monthly installments of principal and interest were due for 30 months thereafter. The WTI Loan Facilities were collateralized by substantially all of the Company's assets and intellectual property rights.

The Second WTI Loan Facility included a contingent prepayment feature under which if the Company consummated a qualified public offering within the first 24 months of the term loan and the Company prepaid the term loan in conjunction with the qualified public offering, the Company would be required to prepay the outstanding contractual balance plus accrued interest within fifteen days of the consummation of a qualified public offering plus an additional amount equal to 50% of all interest that would have been incurred through the end of first 24 months of the loan. In connection with the Second WTI Loan Facility, the Company modified the terms of the First WTI Loan Facility so that the \$30.0 million borrowed in March 2018 under the First WTI Loan Facility would be subject to the same contingent prepayment feature in the event of a qualified public offering that is included in the Second WTI Loan Facility.

The Company determined that these contingent prepayment features under the WTI term loans are embedded derivative assets, requiring bifurcation and separate accounting. These embedded derivatives initially had a fair value of \$2.1 million as determined in May 2018 and immediately prior to the Company's repayment of the WTI debt (discussed below), the fair value of the embedded derivatives was determined to be \$4.2 million. During the year ended December 31, 2018, the Company recorded the \$2.1 million change in fair value of the term loan embedded derivatives in other income (expense), net on the consolidated statements of operations.

In September 2018, five days after the completion of the IPO, the Company exercised its prepayment option and fully repaid all amounts outstanding under the WTI Loan Facilities. The Company made a total cash payment of \$81.6 million, consisting of \$74.2 million of contractual principal and \$7.4 million in prepayment penalties. The carrying value of the WTI Loan Facilities at the time of retirement was \$68.7 million. This is less than the contractual principal paid to retire the debt due to (i) the fair value of the redeemable convertible preferred stock warrants that were issued in connection with the WTI Loan Facilities, which was bifurcated and accounted for as a discount to the face value of the WTI debt; and (ii) the fair value of the term loan embedded derivative which was bifurcated and accounted for as a premium to the face value of the WTI debt. In connection with the retirement of the WTI Loan Facilities, the Company recorded a loss on debt extinguishment of \$17.2 million. Refer to Note 3 for discussion of the Company's gain on debt extinguishment recorded in connection with the retirement of the Promissory Note, resulting in a total net loss on debt extinguishment of \$0.2 million for the year ended December 31, 2018. As of December 31, 2018, there are no amounts outstanding under the WTI Loan Facilities and all underlying agreements have been terminated.

In September 2018, the Company entered into a senior secured credit facility with a syndicate of banks consisting of \$75.0 million aggregate principal amount of term loans (the New Term Loans) and a \$75.0 million revolving credit facility (the New Revolving Credit Facility, and together with the New Term Loans, the New Credit Facilities). The New Term Loans were fully funded in September 2018 and the Company received cash proceeds of \$73.6 million, net of arrangement fees of \$1.1 million and upfront fees of \$0.3 million. The Company has made no draw on the New Revolving Credit Facility as of December 31, 2018.

The New Term Loans amortize at a rate of 7.5% per annum for the first two years of the New Credit Facilities, 10.0% per annum for the third and fourth years and the first three quarters of the fifth year of the New Credit Facilities, with the balance due at maturity. The New Term Loans and the New Revolving Credit Facility are each expected to mature on the fifth anniversary of the effectiveness of the New Credit Facilities. The New Revolving Credit Facility has a commitment fee, which currently accrues at 0.40% on the daily unused amount of the aggregate revolving commitments of the lenders.

All outstanding amounts under the New Credit Facilities bear interest, at the Company's options, at (i) a reserve adjusted LIBO Rate plus a margin between 2.25% and 2.75% or (ii) a base rate plus a margin between 1.25% and 1.75%, in each case determined on a quarterly basis based on the Company's consolidated total leverage ratio. The current annual interest rate for the New Term Loans is 4.88% as of December 31, 2018.

The New Credit Facilities contain customary conditions to borrowing, events of default, and covenants. Financial covenants include maintaining a (i) maximum consolidated total leverage ratio; (ii) minimum consolidated interest coverage ratio; and (iii) minimum liquidity ratio. The Company was in compliance with all debt covenants as of December 31, 2018.

As of December 31, 2018, the contractual principal payments for the New Term Loans for the next five years are as follows (in thousands):

2019	\$	5,625
2020		6,563
2021		7,500
2022		7,500
2023		46,406
Total	\$	<u>73,594</u>

## 11. Redeemable Convertible Preferred Stock Warrants

In connection with the First WTI Loan Facility and the Second WTI Loan Facility discussed in Note 10, the Company issued warrants to WTI to purchase shares of our Series G redeemable convertible preferred stock. The preferred stock warrants became exercisable into 411,991 shares of Series G redeemable convertible preferred stock when the First WTI Loan Facility was executed in June 2017. In September 2017, the redeemable convertible preferred stock warrants became exercisable into an additional 205,995 shares of Series G redeemable convertible preferred stock when the Company borrowed \$30.0 million under the First WTI Loan Facility. In March 2018, as a result of the Company borrowing the remaining \$30.0 million under the First WTI Loan Facility, the Series G redeemable convertible preferred stock warrants became exercisable into an additional 205,995 shares of Series G redeemable convertible preferred stock. In May 2018, the Company issued additional warrants which were exercisable into 109,288 shares of Series G redeemable convertible preferred stock. The exercise price of all of the Series G redeemable convertible preferred stock warrants was \$16.3836 per share and the redeemable convertible preferred stock warrants had an expiration date ten years from the date of issuance. In September 2018, in connection with our IPO, the redeemable convertible preferred stock warrants were automatically exercised into shares of Class B common stock and the related liability was reclassified to additional paid-in capital.

Refer to Note 2 for discussion of the significant inputs used to determine the fair value of the redeemable convertible preferred stock warrants. The following table represents the changes in the liability relating to the redeemable convertible preferred stock warrants (in thousands):

Balance as of January 1, 2017	\$	—
Issuances		5,071
Change in fair value		2,200
Balance as of December 31, 2017		7,271
Issuances		4,603
Change in fair value		9,591
Automatic conversion in connection with initial public offering		(21,465)
Balance as of December 31, 2018	\$	—

## 12. Stockholders' Equity

### Redeemable Convertible Preferred Stock

Immediately prior to the closing of the Company's IPO, 41,628,207 shares of outstanding redeemable convertible preferred stock converted into 42,188,624 shares of Class B common stock (including additional shares issuable upon conversion of our Series G redeemable convertible preferred stock based on the IPO price of \$23.00 per share). Further, outstanding warrants to purchase 933,269 shares of our Series G redeemable convertible preferred stock automatically exercised into 997,193 shares of Class B common stock based on the IPO price of \$23.00 per share.

### Common Stock

#### 2004 and 2010 Stock Option Plans

In 2004, the board of directors and shareholders of the Company authorized and ratified the 2004 Stock Plan (2004 Plan), as amended. The 2004 Plan allows for the issuance of incentive stock options (ISOs), non-statutory stock options (NSOs) and stock purchase rights. The 2004 Plan states the maximum aggregate number of shares that may be subject to options or stock purchase rights and sold under the plan is 6,000,000 shares.

In 2010, the board of directors and shareholders of the Company authorized and ratified the 2010 Stock Plan (2010 Plan), as amended. The 2010 Plan allows for the issuance of ISOs, NSOs and stock purchase rights. The 2010 Plan states the maximum aggregate number of shares that may be subject to options or stock purchase rights and sold under the plan is 30,663,761 shares.

### 2018 Stock Option and Incentive plan

In August 2018, the 2018 Stock Option and Incentive Plan (2018 Plan) was adopted by the board of directors and approved by the shareholders and became effective in connection with the IPO. The 2018 Plan replaces the 2010 Plan as the board of directors has determined not to make additional awards under the 2010 Plan. The 2010 Plan will continue to govern outstanding equity awards granted thereunder. We initially reserved 7.7 million shares of Class A common stock for the issuance of awards under the 2018 Plan and 7.2 million shares of Class A common stock are reserved as of December 31, 2018.

Under the 2018 Plan, the Company's board of directors has authorized two classes of common stock, Class A and Class B. Holders of Class A common stock are entitled to one vote per share and holders of Class B common stock are entitled to ten votes per share. The Company's common stock has no preferences or privileges and is not redeemable. Holders of Class A and Class B common stock are entitled to dividends, if and when declared, by the Company's board of directors. The 2018 Plan allows for the granting of options, stock appreciation rights, restricted stock and RSUs, unrestricted stock awards, dividend equivalent rights and cash-based awards.

As of December 31, 2018, there were 22,012,597 options issued and outstanding and 10,867,313 shares available for issuance under the 2004 Plan, 2010 Plan and 2018 Plan (collectively, the Plans).

Beginning January 1, 2019, and each January 1 thereafter, the number of shares of stock reserved and available for issuance under the 2018 Plan will cumulatively increase by five percent of the number of shares of Class A and Class B common stock outstanding on the immediately preceding December 31, or a lesser number of shares as approved by the board of directors.

Stock options granted typically vest over a four -year period from the date of grant. Options awarded under the Plans may be granted at an exercise price per share not less than the fair value at the date of grant and are exercisable up to ten years. Stock option activity under the Plans is as follows:

	Outstanding options	Weighted-average exercise price	Weighted-average remaining contractual term (years)	Aggregate intrinsic value (thousands)
Balance as of December 31, 2016	13,669,181	\$ 4.60	5.9	\$ 26,710
Granted	7,332,168	7.06		
Exercised	(1,376,872)	1.24		7,600
Cancelled	(923,210)	6.14		
Balance as of December 31, 2017	18,701,267	5.73	7.3	29,728
Granted	6,824,057	12.68		
Exercised	(1,727,899)	4.69		16,816
Cancelled	(1,784,828)	7.19		
Balance as of December 31, 2018	22,012,597	7.85	7.1	439,382
Vested and exercisable as of December 31, 2017	10,731,138	4.72	5.5	28,112
Vested and expected to vest as of December 31, 2017	17,781,271	5.65	6.8	29,978
Vested and exercisable as of December 31, 2018	12,462,693	5.75	5.6	274,883
Vested and expected to vest as of December 31, 2018	20,926,797	7.69	7.0	421,047

### 2018 Employee Stock Purchase plan

In August 2018, the board of directors adopted, and stockholders approved, the 2018 Employee Stock Purchase Plan ("ESPP"). A total of 1,534,500 shares of the Company's Class A common stock have been initially authorized for issuance under the 2018 ESPP. Subject to any plan limitations, the 2018 ESPP allows eligible employees to contribute, through payroll deductions, up to 15% of their earnings for the purchase of the Company's Class A common stock at a discounted price per share. Except for the initial offering period, the ESPP provides for separate six-month offering periods. The initial offering period will run from September 20, 2018 through May 31, 2019. Unless otherwise determined by the board of directors, the Company's Class A common stock will be purchased for the accounts of employees participating in the ESPP at a price per share that is the lesser of (1) 85% of the fair market value of the Company's Class A common stock on the first trading day of the offering period, which for the initial offering period is the price at which shares of the Company's Class A common stock were first sold to the public, or (2) 85% of the fair market value of the Company's Class A common stock on the last trading

day of the offering period. During the year ended December 31, 2018, no shares of Class A common stock were purchased under the 2018 ESPP. The total expense related to the 2018 ESPP for year ended December 31, 2018 was \$0.4 million.

Beginning January 1, 2019 and each January 1 thereafter, the number of shares of Class A common stock reserved and available for issuance under the ESPP will be cumulatively increased by the lesser of (1) 1,534,500 shares of Class A common stock, (2) one percent of the number of shares of Class B common stock of the Company outstanding on the immediately preceding December 31 or (3) a lesser number of shares of Class A common stock as determined by the board of directors.

#### Common Stock Subject to Repurchase

The 2010 Plan and the Company's stock option agreement allow for the early exercise of stock options for certain individuals, as determined by the board of directors. Common stock purchased pursuant to an early exercise of stock options is not deemed to be outstanding for accounting purposes until those shares vest. The consideration received for an exercise of an option is considered to be a deposit of the exercise price and the related dollar amount is recorded as a liability. Upon termination of service, the Company may, at their discretion, repurchase unvested shares acquired through early exercise of stock options at a price equal to the price per share paid upon the exercise of such options. The Company includes unvested shares subject to repurchase in the number of shares of common stock outstanding.

At December 31, 2018 and December 31, 2017, outstanding common stock included 55,537 and 103,133 shares, respectively, subject to repurchase related to stock options early exercised and unvested. The Company had a liability of \$0.4 million and \$0.8 million as of December 31, 2018 and 2017, respectively, related to early exercises of stock options. The liability is reclassified into stockholders' equity as the awards vest.

#### Stock-based Compensation Expense

All stock-based awards to employees and members of the Company's board of directors are measured based on the grant date fair value of the awards and recognized in the consolidated statements of operations over the period during which the employee is required to perform services in exchange for the award (the vesting period of the award). The Company estimates the fair value of stock options granted using the Black-Scholes option pricing model and records stock-based compensation expense for service-based equity awards using the straight-line attribution method.

The following range of assumptions were used to estimate the fair value of stock options granted to employees:

	Year Ended December 31,		
	2018	2017	2016
Expected dividend yield	—	—	—
Expected volatility	43.5 - 48.2%	40.7 - 57.1%	57.6 - 62.8%
Risk-free interest rate	2.96 - 3.09%	1.92 - 2.1%	1.14 - 1.93%
Expected term (years)	5.28 - 6.08	5.02 - 6.08	6.02 - 6.08

The weighted-average fair value of stock options granted was \$8.16, \$ 3.25 and \$4.06 for the year ended December 31, 2018, 2017 and 2016, respectively. As of December 31, 2018 and 2017, the total unrecognized stock-based compensation related to unvested options outstanding was \$51.3 million and \$23.7 million, respectively, to be recognized over a weighted-average period of 2.73 years and 2.68 years, respectively.

The following range of assumptions were used to estimate the purchase rights granted under the 2018 ESPP on the first day of the offering period:

	Year Ended December 31, 2018
Expected dividend yield	—
Expected volatility	48.52%
Risk-free interest rate	2.37%
Expected term (years)	0.69

## Restricted Stock Units

In 2011, the Company granted 802,900 shares of restricted stock units (RSUs) to one of its executive officers. The RSUs would fully vest upon the occurrence of a qualifying event, defined as a change of control or initial public offering of the Company under the Securities Act of 1933, as amended, within six years of the grant date. There is no time or service condition. On November 3, 2017, the Restricted Stock Unit Agreement was amended to modify the expiration date of November 9, 2017 to December 31, 2017. These RSUs expired on December 31, 2017 and on January 1, 2018, the Company granted RSUs with identical terms and conditions to the same executive officer with an expiration date of December 31, 2024. The Company completed its IPO in September 2018 and satisfied the performance condition. The Company recognized \$6.9 million of stock-based compensation expense, based on the fair value of the award when it was granted, which is included in general and administrative expenses for the year ended December 31, 2018.

In May 2018, the Company granted a total of 230,000 shares of RSUs. These RSUs have both a service and performance condition. The service condition is satisfied by continued employment with the Company and these shares will lapse over a period of four years. The performance condition is the occurrence of a qualifying event, defined as a change of control or initial public offering of the Company under the Securities Act of 1933, as amended, within 10 years of the grant date. The performance condition has been satisfied due to the IPO taking place in September 2018 and the Company began recognizing expense for these awards. As of December 31, 2018, the Company has recognized \$ 0.4 million of stock-based compensation expense related to these RSUs.

Restricted stock activity for the year ended December 31, 2018 is presented as follows:

	Outstanding RSUs and RSAs	Weighted-average grant date fair value per share	Weighted- average remaining contractual term (years)	Aggregate intrinsic value (thousands)
Balance at December 31, 2017	802,900	\$ 8.65		
Vested	(805,893)			
Awarded	686,072	16.09		
Cancelled	(8,799)	31.79		
Balance at December 31, 2018	674,280	24.75	1.9	\$ 18,752
Vested and expected to vest as of December 31, 2018	532,623	24.80	1.7	14,812

The Company recognized \$8.7 million of stock-based compensation expense related to RSUs during the year ended December 31, 2018, and as of that date, the total unrecognized stock-based compensation related to RSUs outstanding was \$12.3 million and will be recognized over a weighted-average period of 3.56 years.

## Sales of the Company's Stock

In May 2018, employees and former employees of the Company sold an aggregate of 1.3 million shares of the Company's common stock to entities affiliated with an existing investor at a purchase price of \$13.12 per share, for an aggregate purchase price of \$17.2 million. The purchase price was in excess of the fair value of such shares. As a result, during the year ended December 31, 2018, the Company recorded the excess of the purchase price above fair value of \$2.2 million as compensation expense.

## 13. Net Loss Per Share

The Company calculates basic and diluted net loss per share attributable to common stockholders in conformity with the two-class method required for companies with participating securities. The Company considered all series of redeemable convertible preferred stock to have been participating securities as the holders were entitled to receive non-cumulative dividends on a pari passu basis in the event that a dividend was paid on common stock. Under the two-class method, the net loss attributable to common stockholders is not allocated to the redeemable convertible preferred stock as the holders of redeemable convertible preferred stock do not have a contractual obligation to share in losses.

Under the two-class method, basic net loss per share attributable to common stockholders is calculated by dividing the net loss by the weighted-average number of shares of common stock outstanding during the period, less shares subject to repurchase. Diluted net loss per share attributable to common stockholders is computed by giving effect to all potentially

dilutive common stock equivalents outstanding for the period. For purposes of this calculation, redeemable convertible preferred stock, stock options to purchase common stock, early exercised stock options, and warrants to purchase redeemable convertible preferred stock and common stock are considered common shares equivalents, but have been excluded from the calculation of diluted net loss per share attributable to common stockholders as their effect is anti-dilutive. Basic and diluted net loss per share was the same for each period presented, as the inclusion of all potential common shares outstanding would have been anti-dilutive.

The rights, including the liquidation and dividend rights, of the holders of Class A and Class B common stock are identical, except with respect to voting. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis and the resulting net loss per share attributed to common stockholders will, therefore, be the same for both Class A and Class B common stock on an individual or combined basis.

The following table sets forth the computation of basic and diluted net loss per share (in thousands, except per share data):

	Year Ended December 31,		
	2018	2017	2016
Net loss	\$ (64,078)	\$ (38,547)	\$ (40,392)
Weighted-average shares used in computing net loss per share, basic and diluted	37,540	19,500	16,291
Net loss per share, basic and diluted	\$ (1.71)	\$ (1.98)	\$ (2.48)

The following outstanding shares of potentially dilutive securities were excluded from the computation of diluted net loss per share because including them would have had an anti-dilutive effect (in thousands):

	December 31,		
	2018	2017	2016
Redeemable convertible preferred stock (on an if-converted basis)	—	41,628	33,446
Stock-options to purchase common stock	22,013	18,701	13,709
Redeemable convertible preferred stock warrants	—	618	—
Restricted stock units	686	803	803
Early exercised options	56	115	151
Total	22,755	61,865	48,109

#### 14. Income Taxes

Loss before the provision for (benefit from) income taxes consisted of the following for the periods indicated (in thousands):

	Year Ended December 31,		
	2018	2017	2016
Domestic	\$ (50,133)	\$ (31,681)	\$ (37,901)
International	(12,795)	(6,879)	(2,360)
Total	\$ (62,928)	\$ (38,560)	\$ (40,261)

The components of the Company's income tax provision (benefit) were as follows for the periods indicated (in thousands):

	Year Ended December 31,		
	2018	2017	2016
<b>Current tax expense</b>			
Federal	\$ 234	\$ —	\$ —
State	(10)	109	19
Foreign	823	278	170
Total current tax expense	1,047	387	189
<b>Deferred tax expense (benefit)</b>			
Federal	317	99	15
State	153	55	1
Foreign	(367)	(554)	(74)
Total deferred tax expense (benefit)	103	(400)	(58)
Total income tax provision (benefit)	\$ 1,150	\$ (13)	\$ 131

The reconciliation of the Federal statutory income tax provision to the Company's effective income tax provision is as follows for the periods indicated (in thousands):

	Year Ended December 31,		
	2018	2017	2016
Federal tax benefit at statutory rate	\$ (13,298)	\$ (13,147)	\$ (13,733)
State tax	(10)	2,009	20
Foreign rate differential	1,315	2,513	1,125
Non-deductible permanent items	4,129	1,142	693
Stock-based compensation	(1,178)	1,950	2,184
Tax credits	(922)	(1,702)	—
Change in valuation allowance	11,114	(14,653)	9,842
Tax Act-revaluation of deferred taxes	—	21,875	—
Total	\$ 1,150	\$ (13)	\$ 131

On December 22, 2017, the Tax Act was enacted into law in the United States. The Tax Act significantly revises U.S. corporate income tax law by, among other things, lowering U.S. corporate income tax rates from 35% to 21%, implementing a territorial tax system, and imposing a one-time transition tax on deemed repatriated earnings of non-U.S. subsidiaries.

The U.S. tax law changes will not have a significant impact on the Company's tax expense in the short-term due to the Company's large net operating loss and tax credit carryovers and associated valuation allowance. The Tax Act's new international rules, including Global Intangible Low-Taxed Income (GILTI), Foreign Derived Intangible Income (FDII), and Base Erosion Anti-Avoidance Tax (BEAT) are effective beginning in 2018. For 2018, the Company has included the effects of the Tax Act in its financial statements and concluded the impact was not material.

Regarding the new GILTI tax rules, the Company is required to make an accounting policy election to either treat taxes due on future GILTI inclusions in U.S. taxable income as a current period expense when incurred or reflect such portion of the future GILTI inclusions in U.S. taxable income that relate to existing basis differences in the Company's current measurement of deferred taxes. The Company has made a policy election to treat GILTI taxes as a current period expense.

Pursuant to SEC Staff Accounting Bulletin (SAB) 118 (regarding the application of ASC 740, *Income Taxes (ASC 740)* associated with the enactment of the Tax Act), the Company believes its accounting under ASC 740 for the provisions of the Tax Act is now complete.

The Company's deferred tax assets and liabilities as of the dates indicated were as follows (in thousands):

	Year Ended December 31,	
	2018	2017
Deferred tax assets:		
Net operating losses	\$ 50,154	\$ 39,970
Accrual and reserves	7,725	7,845
Tax credit carry-forward	8,503	6,683
Stock-based compensation	5,944	3,642
Depreciation and amortization	4,735	2,593
Total deferred tax assets	77,061	60,733
Valuation allowance	(75,436)	(58,748)
Net deferred tax assets	1,625	1,985
Deferred tax liabilities:		
Depreciation and amortization	(3,665)	(3,925)
Net deferred taxes	\$ (2,040)	\$ (1,940)

The Company regularly assesses the realizability of its deferred tax assets and establishes a valuation allowance if it is more-likely-than-not that some portion of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Due to the Company's history of net operating losses, the Company believes it is more likely than not that the vast majority of its federal, state, and certain foreign deferred tax assets will not be realized as of December 31, 2018 and December 31, 2017. The total valuation allowance recorded as of December 31, 2018, 2017 and 2016 was \$75.4 million, \$58.7 million and \$59.8 million, respectively. The activity in the Company's deferred tax asset valuation allowance for the periods indicated was as follows (in thousands):

	Year Ended December 31,		
	2018	2017	2016
Balance, beginning of period	\$ 58,748	\$ 59,806	\$ 48,390
Charged to costs and expenses	13,243	—	11,416
Charged to other accounts	3,445	—	—
Deductions	—	(1,058)	—
Balance, end of period	\$ 75,436	\$ 58,748	\$ 59,806

As of December 31, 2018 and 2017, the Company has net operating loss carryforwards for federal income tax purposes of \$140.6 million and \$135.9 million, respectively, available to reduce future taxable income. The federal net operating loss carryforwards will begin to expire, if not utilized, in 2025. In addition, the Company has \$49.6 million and \$46.0 million of net operating loss carryforwards available to reduce future taxable income for California state income tax purposes for year ended December 31, 2018 and 2017, respectively. The state net operating loss carryforwards will begin to expire, if not utilized, in 2023. The federal and state net operating loss carryforwards are subject to various annual limitations under Section 382 of the Internal Revenue Code and similar state provisions.

As of December 31, 2018, the Company had Federal and California Research and Development Credits of \$7.8 million and \$6.6 million, respectively. The Federal Research and Development Credits will begin to expire, if not utilized, in 2031. The California Research and Development Credits do not expire as it has an indefinite life. As of December 31, 2018 and 2017, the Company had California EZ Hiring Tax Credits of \$2.2 million. The California Hiring Tax Credits will begin to expire, if not utilized, in 2019.

As of December 31, 2018, 2017 and 2016, the Company had unrecognized tax benefits of \$7.2 million, \$5.5 million and zero, respectively, which would not affect the effective tax rate because of the Company's valuation allowance position. A reconciliation of the unrecognized tax benefit for the periods indicated is as follows (in thousands):

Balance as of December 31, 2016	\$	—
Gross amount of increases in unrecognized tax benefits for tax positions taken in current year		1,526
Gross amount of increases in unrecognized tax benefits for tax positions taken in prior period		3,970
Balance as of December 31, 2017		5,496
Gross amount of increases in unrecognized tax benefits for tax positions taken in current year		1,744
Gross amount of decreases in unrecognized tax benefits for tax positions taken in prior period		—
Balance as of December 31, 2018	\$	7,240

The Company classifies uncertain tax positions as non-current income tax liabilities unless expected to be paid within one year or otherwise directly related to an existing deferred tax asset, in which case the uncertain tax position is recorded net of the asset on the consolidated balance sheet. As of December 31, 2018, \$7.2 million of the Company's gross unrecognized tax benefits were recorded as a reduction of the related deferred tax assets.

The Company's policy is to recognize interest and penalties accrued on any unrecognized tax benefits as a component of its provision for income taxes. The amount of interest and penalties accrued as of December 31, 2017 and 2018 was zero.

The Company does not anticipate that its total unrecognized tax benefits will significantly change due to settlement of examination or the expiration of statute of limitations during the next 12 months.

The Company files income tax returns in the U.S. federal jurisdiction as well as many U.S. states and certain foreign jurisdictions. Material jurisdictions where the Company is subject to potential examination include the United States, United Kingdom and Netherlands. The Company is subject to examination in these jurisdictions for all years since 2006. Fiscal years outside the normal statute of limitation remain open to audit due to tax attributes generated in the early years which have been carried forward and may be audited in subsequent years when utilized. The Company is not currently under examination for income taxes in any jurisdiction.

## 15. Geographic Information

The following table presents the Company's total net revenue by geography based on the currency of the underlying transaction (in thousands):

	Year Ended December 31,		
	2018	2017	2016
United States	\$ 211,705	\$ 141,118	\$ 97,454
International	79,906	60,479	36,045
Total net revenue	\$ 291,611	\$ 201,597	\$ 133,499

No individual country included in the International line above represents more than 10% of the total consolidated net revenue for any of the periods presented. Substantially all of the Company's long-lived assets are located in the United States.

**Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosures**

None.

**Item 9A. Controls and Procedures****Evaluation of Disclosure Controls and Procedures**

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)), as of the end of December 31, 2018. Based on such evaluation, our principal executive officer and principal financial officer have concluded that as of such date, our disclosure controls and procedures were effective at a reasonable assurance level.

**Management's Report on Internal Control Over Financial Reporting**

This Annual Report on Form 10-K does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of our independent registered public accounting firm as permitted in this transition period under the rules of the SEC for newly public companies.

**Changes in Internal Control Over Financial Reporting**

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(d) and 15d-15(d) under the Exchange Act) that occurred during the fiscal quarter ended December 31, 2018 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**Inherent Limitations on Effectiveness of Disclosure Controls and Procedures**

Our management, including our principal executive officer and principal financial officer, do not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Due to inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

**Item 9B. Other Information**

None.

## PART III

### **Item 10. Directors, Executive Officers and Corporate Governance**

The information required by this item will be set forth in our definitive proxy statement to be filed with the Securities and Exchange Commission not later than 120 days after the end of our fiscal year ended December 31, 2018 in connection with our 2019 annual meeting of stockholders (the Proxy Statement), and is incorporated herein by reference.

### **Codes of Business Conduct and Ethics**

Our board of directors has adopted a Code of Business Conduct and Ethics that applies to all officers, directors and employees, which is available on our website at ([investor.eventbrite.com](http://investor.eventbrite.com)) under "Corporate Governance." We intend to satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding amendments to, or waiver from, a provision of our Code of Business Conduct and Ethics and by posting such information on the website address and location specified above.

### **Item 11. Executive Compensation**

The information required by this item will be set forth in the Proxy Statement and is incorporated herein by reference.

### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The information required by this item will be set forth in the Proxy Statement and is incorporated herein by reference.

### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

The information required by this item will be set forth in the Proxy Statement and is incorporated herein by reference.

### **Item 14. Principal Accounting Fees and Services**

The information required by this item will be set forth in the Proxy Statement and is incorporated herein by reference.

## PART IV

### Item 15. Exhibits and Financial Statement Schedules

(a)The following documents are filed as part of this report:

#### 1. Financial Statements

See Index to Financial Statements at Item 8 herein.

#### 2. Financial Statement Schedules

Schedules not listed above have been omitted because they are not required, not applicable, or the required information is otherwise included.

#### 3. Exhibits

The exhibits listed below are filed as part of this Annual Report on Form 10-K or are incorporated herein by reference, in each case as indicated below.

### Exhibit Index

Exhibit Number	Description of Exhibits	Incorporated by Reference		
		Form	Exhibit Number	Date Filed
<a href="#">2.1</a>	<a href="#">Membership Interest Purchase Agreement, dated June 9, 2017 by and among Eventbrite, Inc., Pandora Media, Inc. and Ticketfly, LLC.</a>	S-1	2.1	August 23, 2018
<a href="#">2.2</a>	<a href="#">Amendment No. 1 to Membership Interest Purchase Agreement, dated June 9, 2017 by and among Eventbrite, Inc., Pandora Media, Inc. and Ticketfly, LLC, dated September 1, 2017.</a>	S-1	2.2	August 23, 2018
<a href="#">2.3</a>	<a href="#">Amendment No. 2 to Membership Interest Purchase Agreement, dated June 9, 2017 by and among Eventbrite, Inc., Pandora Media, Inc., and Ticketfly, LLC, dated March 30, 2018.</a>	S-1	2.3	August 23, 2018
<a href="#">3.2</a>	<a href="#">Amended and Restated Certificate of Incorporation.</a>	S-1/A	3.2	August 28, 2018
<a href="#">3.4</a>	<a href="#">Amended and Restated Bylaws.</a>	S-1/A	3.4	August 28, 2018
<a href="#">4.1</a>	<a href="#">Form of Class A Common Stock Certificate.</a>	S-1/A	4.1	September 7, 2018
<a href="#">4.2</a>	<a href="#">Amended and Restated Investors' Rights Agreement, dated August 30, 2017, by and among the Registrant and certain of its stockholders.</a>	S-1	4.2	August 23, 2018

<a href="#"><u>10.1</u></a>	<a href="#"><u>Lease for 155 5th Street, San Francisco, CA, dated December 6, 2013, by and between the Registrant and University of the Pacific, as amended.</u></a>	S-1	10.1	August 23, 2018
<a href="#"><u>10.2</u></a>	<a href="#"><u>Loan and Security Agreement, dated June 30, 2017, by and among the Registrant, Venture Lending &amp; Leasing VII, Inc. and Venture Lending &amp; Leasing VIII, Inc., as supplemented.</u></a>	S-1	10.2	August 23, 2018
<a href="#"><u>10.3</u></a>	<a href="#"><u>Loan and Security Agreement, dated May 29, 2018, between the Registrant and Venture Lending &amp; Leasing VIII, Inc., as supplemented.</u></a>	S-1	10.3	August 23, 2018
<a href="#"><u>10.4</u></a> #	<a href="#"><u>Senior Executive Cash Incentive Bonus Plan.</u></a>	S-1	10.4	August 23, 2018
<a href="#"><u>10.5</u></a> #	<a href="#"><u>Non-Employee Director Compensation Policy.</u></a>	S-1	10.5	August 23, 2018
<a href="#"><u>10.6</u></a> #	<a href="#"><u>Andrew Dreskin's 2018 Executive Bonus Plan.</u></a>			
<a href="#"><u>10.7</u></a> #	<a href="#"><u>Eventbrite, Inc. (f/k/a Mollyguard Corporation) 2004 Stock Plan, as amended, and forms of agreements thereunder.</u></a>	S-1	10.7	August 23, 2018
<a href="#"><u>10.8</u></a> #	<a href="#"><u>Eventbrite, Inc. 2010 Stock Plan, as amended, and forms of agreements thereunder.</u></a>	S-1/A	10.8	August 28, 2018
<a href="#"><u>10.9</u></a> #	<a href="#"><u>Eventbrite, Inc. 2018 Stock Option and Incentive Plan and forms of agreements thereunder.</u></a>			
<a href="#"><u>10.10</u></a> #	<a href="#"><u>Eventbrite, Inc. 2018 Employee Stock Purchase Plan.</u></a>	S-1	10.10	August 23, 2018
<a href="#"><u>10.11</u></a> #	<a href="#"><u>Form of Indemnification Agreement, between the Registrant and each of its directors.</u></a>	S-1	10.11	August 23, 2018
<a href="#"><u>10.12</u></a> #	<a href="#"><u>Employment Offer Letter, dated September 15, 2017, as amended, between the Registrant and Andrew Dreskin.</u></a>	S-1	10.22	August 23, 2018
<a href="#"><u>10.13</u></a> #	<a href="#"><u>Promotion Letter, dated April 21, 2016, between the Registrant and Julia Hartz.</u></a>	S-1	10.13	August 23, 2018
<a href="#"><u>10.14</u></a> #	<a href="#"><u>Offer Letter, dated November 30, 2005, between Mollyguard Corporation and Julia (Steen) Hartz.</u></a>	S-1	10.14	August 23, 2018
<a href="#"><u>10.15</u></a> #	<a href="#"><u>Offer Letter, dated April 15, 2013, between the Registrant and Randy Befumo.</u></a>	S-1	10.15	August 23, 2018
<a href="#"><u>10.16</u></a> #	<a href="#"><u>Promotion Letter, dated January 13, 2016, between the Registrant and Matthew Rosenberg.</u></a>	S-1	10.16	August 23, 2018
<a href="#"><u>10.17</u></a> #	<a href="#"><u>Offer Letter, dated August 20, 2012, between the Registrant and Matthew Rosenberg.</u></a>	S-1	10.17	August 23, 2018
<a href="#"><u>10.18</u></a> #	<a href="#"><u>Form of Executive Severance and Change in Control Agreement between the Registrant and each of its executives.</u></a>	S-1/A	10.18	August 28, 2018
<a href="#"><u>10.19</u></a>	<a href="#"><u>Warrant to Purchase Shares of Preferred Stock of the Registrant issued to Venture Lending &amp; Leasing VII, LLC, dated June 30, 2017.</u></a>	S-1	10.19	August 23, 2018
<a href="#"><u>10.20</u></a>	<a href="#"><u>Warrant to Purchase Shares of Preferred Stock of the Registrant issued to Venture Lending &amp; Leasing VIII, LLC, dated June 30, 2017.</u></a>	S-1	10.20	August 23, 2018
<a href="#"><u>10.21</u></a>	<a href="#"><u>Warrant to Purchase Shares of Preferred Stock of the Registrant issued to Venture Lending &amp; Leasing VIII, LLC, dated May 29, 2018.</u></a>	S-1	10.21	August 23, 2018
<a href="#"><u>10.22</u></a> #	<a href="#"><u>Restricted Stock Unit Agreement, dated January 1, 2018, between the Registrant and Kevin Hartz.</u></a>	S-1	10.22	August 23, 2018
<a href="#"><u>10.23</u></a> #	<a href="#"><u>Non-Employee Directors' Deferred Compensation Program.</u></a>	S-1/A	10.23	September 7, 2018

<a href="#">10.24</a> #	<a href="#">Offer letter, dated July 17, 2017, between the Registrant and Omer Cohen.</a>	S-1/A	10.24	September 7, 2018
<a href="#">10.25.1</a>	<a href="#">Convertible Subordinated Promissory Note, dated as of September 1, 2017, by the Registrant in favor of Pandora Media, Inc.</a>	S-1/A	10.25.1	September 6, 2018
<a href="#">10.25.2</a>	<a href="#">Cancellation of Promissory Note, dated as of March 30, 2018, by Pandora Media, Inc.</a>	S-1/A	10.25.2	September 6, 2018
<a href="#">10.26</a>	<a href="#">Credit Agreement, dated as of September 27, 2018, among Eventbrite, Inc., as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.</a>	8-K	10.1	October 1, 2018
<a href="#">10.27</a> #	<a href="#">Offer letter, dated October 26, 2015, between the Registrant and Samantha Harnett.</a>			
<a href="#">10.28</a> #	<a href="#">Offer letter, dated November 5, 2018, between the Registrant and Deborah Sharkey.</a>			
<a href="#">10.29</a> #	<a href="#">Offer letter, dated December 23, 2017, between the Registrant and Brian Irving.</a>			
<a href="#">10.30</a> #	<a href="#">Offer letter, dated March 1, 2012, between the Registrant and Patrick Poels.</a>			
<a href="#">10.31</a> #	<a href="#">Offer letter, dated January 15, 2019, between the Registrant and Shane Crehan.</a>	8-K	10.1	January 23, 2019
<a href="#">21.1</a>	<a href="#">Subsidiaries of the Registrant.</a>			
<a href="#">23.1</a>	<a href="#">Consent of PricewaterhouseCoopers LLP.</a>			
<a href="#">24.1</a>	<a href="#">Power of Attorney (contained on signature page hereto)</a>			
<a href="#">31.1</a>	<a href="#">Certification of the Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			
<a href="#">31.2</a>	<a href="#">Certification of the Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>			
<a href="#">32.1</a> *	<a href="#">Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>			
101.INS	XBRL Instance Document			
101.SCH	XBRL Taxonomy Extension Schema Document			
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document			
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document			
101.LAB	XBRL Taxonomy Extension Label Linkbase Document			
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document			

\*The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Annual Report on Form 10-K and will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates it by reference.

# Indicates management contract or compensatory plan, contract or agreement.

**Item 16. Form 10-K Summary**

None.

### Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

March 7, 2019

**Eventbrite, Inc.**

By: /s/ Julia Hartz

**Julia Hartz**

Chief Executive Officer

### POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Julia Hartz, Randy Befumo and Samantha Harnett, and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his or her substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Julia Hartz</u> <b>Julia Hartz</b>	Chief Executive Officer and Director (Principal Executive Officer)	March 7, 2019
<u>/s/ Randy Befumo</u> <b>Randy Befumo</b>	Chief Financial Officer (Principal Financial Officer)	March 7, 2019
<u>/s/ Shane Crehan</u> <b>Shane Crehan</b>	Chief Accounting Officer (Principal Accounting Officer)	March 7, 2019
<u>/s/ Katherine August de-Wilde</u> <b>Katherine August de-Wilde</b>	Director	March 7, 2019
<u>/s/ Roelof Botha</u> <b>Roelof Botha</b>	Lead Independent Director	March 7, 2019
<u>/s/ Andrew Dreskin</u> <b>Andrew Dreskin</b>	President of Music and Director	March 7, 2019
<u>/s/ Kevin Hartz</u> <b>Kevin Hartz</b>	Chairman and Director	March 7, 2019
<u>/s/ Jane Lauder</u> <b>Jane Lauder</b>	Director	March 7, 2019
<u>/s/ Sean P. Moriarty</u> <b>Sean P. Moriarty</b>	Director	March 7, 2019
<u>/s/ Lorrie M. Norrington</u> <b>Lorrie M. Norrington</b>	Director	March 7, 2019
<u>/s/ Helen Riley</u> <b>Helen Riley</b>	Director	March 7, 2019
<u>/s/ Steffan C. Tomlinson</u> <b>Steffan C. Tomlinson</b>	Director	March 7, 2019

## Andrew Dreskin's Executive Bonus Plan

- 1. Plan.**  
Andrew Dreskin's Executive Bonus Plan (hereinafter referred to as the "Bonus Plan") governs Eventbrite's (or "Company") bonus payments to Andrew Dreskin ("Participant"). The "Plan Period" is set forth in Exhibit A, but will generally run from January 1 through December 31 of the applicable calendar year. Bonus payments will be made within 30 days of the end of the Plan Period.
- 2. Eligibility.**  
To be eligible to participate in the Bonus Plan, Participant must sign the participation notice, attached as Exhibit A.
- 3. Plan Administration.**  
The Bonus Plan will be administered by the Company's Chief People Officer and Chief Executive Officer, in consultation with the Compensation Committee of the Company's Board of Directors ("Administrators"). The Administrators shall have sole authority and discretion to interpret the Bonus Plan and to make or eliminate any rules and procedures for administration. Any determination by the Administrators will be final and binding on Participant. The Administrators may, in their sole discretion, add to, amend, or discontinue the Bonus Plan, at any time, with notice. In addition, Administrators reserve the unilateral right to terminate Participant's participation in the Bonus Plan at any time, or reduce bonus payments based on Participant's individual performance.
- 4. Termination of Employment.**  
Bonus payments earned in the Plan Period will be prorated upon Participant's termination of employment. Nothing in this Bonus Plan shall change the "at will" nature of the Participant's service to the Company.
- 5. Leaves of Absence.**  
Participant may continue to be eligible to participate in the Bonus Plan during an approved leave of absence at the Administrator's sole discretion, provided that the bonus payments may be prorated accordingly.
- 6. Advance Payments.**  
The Company will make advance payments in the amount set forth in Exhibit A (the "Advance Payment") and true-up Participant within 30 days of the end of the Plan Period. If Participant is paid any amount in excess of bonuses earned under this Bonus Plan, including but not limited to as a result of Advance Payments (the "Overpayment"), Participant is obligated to repay the amount of such Overpayment in full to the Company within 30 days following notice by the Company of such Overpayment and authorizes the Company to deduct any Overpayment against any and all amounts otherwise owed by the Company to Participant. Termination of employment and/or expiration of the Plan Period shall not in any way limit or terminate Participant's liability to repay Overpayments.
- 7. Taxes.**  
All payments under the Bonus Plan will be recognized as compensation of Participant in the year paid for taxable income purposes. All payments under the Bonus Plan will be subject to withholding for required income and other applicable taxes or deductions.
- 8. Rights and Limitations.**  
Except to the extent provided herein, this Bonus Plan supersedes any and all prior compensation policies, plans or understandings regarding bonus payments to Participant. Nothing in the Bonus Plan may be construed to give Participant any right to be paid any amount other than under the terms of the Bonus Plan. Any rights accruing to Participant under the Bonus Plan shall be solely those of Participant and may not be assigned or transferred. Nothing contained in the Bonus Plan, and no action taken pursuant to the provisions hereof, will create or be construed to create a trust of any kind, a pledge, or a fiduciary relationship between the Company and Participant or any other person. Nothing herein will be construed to require the Company to maintain any fund or to segregate any amount for Participant's benefit. The Bonus Plan is provided at the discretion of the Company and is not a contractual entitlement. To the extent Participant holds any rights by virtue of an award under the Bonus Plan, such right shall be no greater than the right of an unsecured general creditor of the Company or any of its subsidiaries. Any compensation provided under the Bonus Plan is not an acquired right or entitlement. Participation in the Bonus Plan one year does not imply future participation in this or any other Bonus Plan. Nothing in this Bonus Plan shall be construed to limit the rights of Participant under the Company's benefit plans, programs or policies.
- 9. Proprietary Information; Dispute Resolution.**  
Participant is expected to comply with all applicable proprietary information and confidentiality obligations according to the terms of local policies and his employment agreement. Furthermore, to the extent the Participant has entered into a Dispute Resolution Agreement with the Company, the Participant agrees by signing below that any and all controversies, claims, or disputes arising

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out of or relating to the Plan shall be covered by and subject to final and binding arbitration under such Dispute Resolution Agreement and the Participant is expected to and agrees by signing below to comply with the terms of such agreement. To the extent the Participant has not entered into a Dispute Resolution Agreement, the Bonus Plan shall be construed in accordance with and governed by the laws of the State of California, without regard to principles of conflict of laws of such state, and the parties hereby consent to the jurisdiction of the Superior Court of San Francisco and the United States District Court for the Northern District of California.

10. **Section 409A.**

The provisions regarding all payments to be made hereunder shall be interpreted in such a manner that all such payments either comply with Section 409A of the Internal Revenue Code (hereinafter "Code") or are exempt from the requirements of Section 409A of the Code as "short-term deferrals." The Company makes no representation or warranty and shall have no liability to Participant or any other person if any payments under any provisions of this Bonus Plan are determined to constitute deferred compensation under Section 409A of the Code that are subject to the 20 percent tax under Section 409A of the Code.

11. **Enforceability.**

If any portion or provision of this Bonus Plan shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Bonus Plan, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Bonus Plan shall be valid and enforceable to the fullest extent permitted by law.

12. **Waiver.**

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Bonus Plan, or the waiver by any party of any breach of this Bonus Plan, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

13. **Notices.**

Any notices, requests, demands, and other communications provided for by this Bonus Plan shall be sufficient if in writing and delivered in person, electronically or by certified mail.

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**Exhibit A**  
**Participation Notice**

Dear Mr. Dreskin,

Eventbrite (the "Company") is pleased to invite you to participate in the Company's Executive Bonus Plan (the "Bonus Plan") in accordance with the terms of this letter and the Bonus Plan with respect to the plan period running from January 1 through December 31, 2018 (the "Plan Period").

Your Bonus Payout shall be as set forth in Addendum A. The terms of the Bonus Plan are detailed in the copy of the Bonus Plan that has been provided to you, and those terms are incorporated in and made a part this letter. This letter (and addendums) and the Bonus Plan constitute the entire agreement between you and the Company with respect to the subject matter hereof and supersede in all respects any and all prior agreements (oral or written) between you and the Company concerning such subject matter. In the event of a conflict between the terms of this letter and the terms of the Bonus Plan, the terms of the Bonus Plan shall govern your bonus.

**I acknowledge that I have received and read a copy of the Bonus Plan, Exhibit A and its addendums in their entirety and agree to the terms and conditions of the Bonus Plan. I understand that the Company may amend, supplement, supersede, or terminate the Bonus Plan at any time in its sole discretion. In addition, I understand that my agreeing to the terms of the Bonus Plan is a condition of my earning bonuses under the Bonus Plan.**

<b>EMPLOYEE SIGNATURE</b>  /s/ Andrew Dreskin	<b>DATE</b>  2018-08-23
<b>Chief People Officer</b>  /s/ Omar Cohen	<b>DATE</b>  2018-08-23

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#### **Addendum A**

For Participant to earn a payout pursuant to this Bonus Plan, the Company must achieve at least 70% retention of 2017 Ticketfly customers during the Plan Period. Participant's bonus will increase with the percentage of retained Gross Ticket Fees ("GTF") based on a linear calculation, as set forth in Addendum B.

The Bonus Payout shall be calculated by the Administrators in their sole discretion as follows:  $\text{Target Bonus} \times (\text{Retained GTF} \div \text{Target Retained GTF})$ , where:

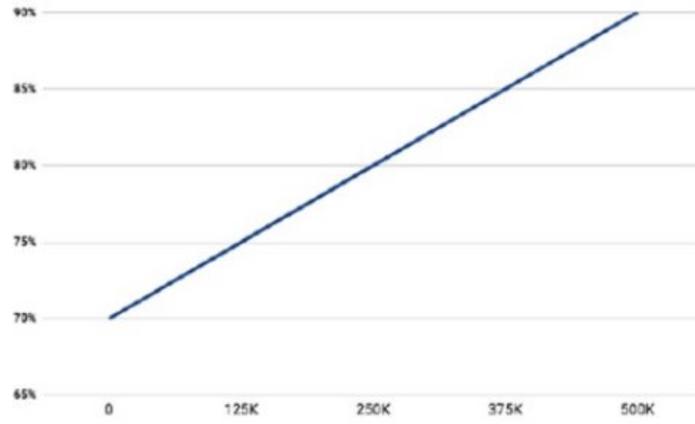
- Target Bonus: \$500,000, achieved upon 90% retention of 2017 Ticketfly customers. Participant's Bonus Payout is capped at Target.
- Retained GTF: 2018 GTF derived from customers that sold tickets on the Ticketfly platform in 2017.
- Target Retained GTF: \$50,000,000, calculated as 90% of Ticketfly's 2017 eligible GTF less customers purchased by a third party, those filing for Chapter 11 bankruptcy, and those the Company elects not to renew for economic reasons, and GTF for the following customers: Black Rock City, Toronto Festival of Beer, JFL Northwest.

Pursuant to the terms and conditions set forth in the Bonus Plan, the Company will make Advance Payments in the amount of \$100,000 per quarter.

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Addendum B

Bonus Payout vs. % Retained GTF



## EVENTBRITE, INC.

## 2018 STOCK OPTION AND INCENTIVE PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Eventbrite, Inc. 2018 Stock Option and Incentive Plan (the "Plan"). The purpose of the Plan is to encourage and enable the officers, employees, Non-Employee Directors and Consultants of Eventbrite, Inc. (the "Company") and its Affiliates upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its businesses to acquire a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company's welfare will assure a closer identification of their interests with those of the Company and its stockholders, thereby stimulating their efforts on the Company's behalf and strengthening their desire to remain with the Company.

The following terms shall be defined as set forth below:

"*Act*" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"*Administrator*" means either the Board or the compensation committee of the Board or a similar committee performing the functions of the compensation committee and which is comprised of not less than two Non-Employee Directors who are independent.

"*Affiliate*" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the Act. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

"*Award*" or "*Awards*," except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Units, Restricted Stock Awards, Unrestricted Stock Awards, Cash-Based Awards, and Dividend Equivalent Rights.

"*Award Certificate*" means a written or electronic document setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Certificate is subject to the terms and conditions of the Plan.

"*Board*" means the Board of Directors of the Company.

"*Cash-Based Award*" means an Award entitling the recipient to receive a cash-denominated payment.

"*Code*" means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

"*Consultant*" means a consultant or adviser who provides *bona fide* services to the Company or an Affiliate as an independent contractor and who qualifies as a consultant or adviser under Instruction A.1.(a)(1) of Form S-8 under the Act.

"*Dividend Equivalent Right*" means an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other award to which it relates) if such shares had been issued to and held by the grantee.

"*Effective Date*" means the date on which the Plan becomes effective as set forth in Section 21.

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“*Exchange Act*” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

“*Fair Market Value*” of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator; provided, however, that if the Stock is listed on the National Association of Securities Dealers Automated Quotation System (“NASDAQ”), NASDAQ Global Market, The New York Stock Exchange or another national securities exchange or traded on any established market, the determination shall be made by reference to market quotations. If there are no market quotations for such date, the determination shall be made by reference to the last date preceding such date for which there are market quotations; provided further, however, that if the date for which Fair Market Value is determined is the Registration Date, the Fair Market Value shall be the “Price to the Public” (or equivalent) set forth on the cover page for the final prospectus relating to the Company’s initial public offering.

“*Incentive Stock Option*” means any Stock Option designated and qualified as an “incentive stock option” as defined in Section 422 of the Code.

“*Non-Employee Director*” means a member of the Board who is not also an employee of the Company or any Subsidiary.

“*Non-Qualified Stock Option*” means any Stock Option that is not an Incentive Stock Option.

“*Option*” or “*Stock Option*” means any option to purchase shares of Stock granted pursuant to Section 5.

“*Registration Date*” means the date upon which the registration statement on Form S-1 that is filed by the Company with respect to its initial public offering is declared effective by the United States Securities and Exchange Commission.

“*Restricted Shares*” means the shares of Stock underlying a Restricted Stock Award that remain subject to a risk of forfeiture or the Company’s right of repurchase.

“*Restricted Stock Award*” means an Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant.

“*Restricted Stock Units*” means an Award of stock units subject to such restrictions and conditions as the Administrator may determine at the time of grant.

“*Sale Event*” shall mean (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company’s outstanding voting power and aggregate outstanding stock (Class A and Class B common stock) immediately prior to such transaction do not own a majority of the outstanding voting power and aggregate outstanding stock (Class A and Class B common stock) or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the Stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company’s outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company.

“*Sale Price*” means the value as determined by the Administrator of the consideration payable, or otherwise to be received by stockholders, per share of Stock pursuant to a Sale Event.

“*Section 409A*” means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

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“*Stock*” means the Class A Common Stock, par value \$0.00001 per share, of the Company, subject to adjustments pursuant to Section 3.

“*Stock Appreciation Right*” means an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate) having a value equal to the excess of the Fair Market Value of the Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

“*Subsidiary*” means any corporation or other entity (other than the Company) in which the Company has at least a 50 percent interest, either directly or indirectly.

“*Ten Percent Owner*” means an employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation.

“*Unrestricted Stock Award*” means an Award of shares of Stock free of any restrictions.

## SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Administrator.

(b) Powers of Administrator. The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards, Cash-Based Awards, and Dividend Equivalent Rights, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of shares of Stock to be covered by any Award;

(iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the forms of Award Certificates;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) subject to the provisions of Section 5(c), to extend at any time the period in which Stock Options may be exercised; and

(vii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and Plan grantees.

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(c) Delegation of Authority to Grant Awards. Subject to applicable law, the Administrator, in its discretion, may delegate to a committee consisting of one or more officers of the Company all or part of the Administrator's authority and duties with respect to the granting of Awards to individuals who are (i) not subject to the reporting and other provisions of Section 16 of the Exchange Act and (ii) not members of the delegated committee. Any such delegation by the Administrator shall include a limitation as to the amount of Stock underlying Awards that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price and the vesting criteria. The Administrator may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Administrator's delegate or delegates that were consistent with the terms of the Plan.

(d) Award Certificate. Awards under the Plan shall be evidenced by Award Certificates that set forth the terms, conditions and limitations for each Award which may include, without limitation, the term of an Award and the provisions applicable in the event employment or service terminates.

(e) Indemnification. Neither the Board nor the Administrator, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Administrator (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles or bylaws or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(f) Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and its Subsidiaries operate or have employees or other individuals eligible for Awards, the Administrator, in its sole discretion, shall have the power and authority to: (i) determine which Affiliates shall be covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Administrator determines such actions to be necessary or advisable; provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Administrator determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code, or any other applicable United States governing statute or law. Notwithstanding the foregoing, the Company reserves the right to unilaterally amend this Plan to facilitate compliance with existing or adopted applicable ordinances, laws, rules or regulations ("Laws") (even if such Laws have not yet taken effect).

### SECTION 3 STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be [10% of outstanding Class A and Class B common stock] shares (the "Initial Limit"), subject to adjustment as provided in Section 3(c), plus on January 1, 2019 and each January 1 thereafter, the number of shares of Stock reserved and available for issuance under the Plan shall be cumulatively increased by 5 percent of the number of shares of Class A and Class B common stock issued and outstanding on the immediately preceding December 31, or such lesser number of shares as approved by the Administrator (the "Annual Increase"). Subject to such overall limitation, the maximum aggregate number of shares of Stock that may be issued in the form of Incentive Stock Options shall not exceed the Initial Limit cumulatively increased on January 1, 2019 and on each January 1 thereafter by the lesser of the Annual Increase for such year or [insert fixed number] shares of Stock, subject in all cases to adjustment as provided in Section 3(c). For purposes of this limitation, the shares of Stock underlying any Awards that are forfeited, canceled, held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding, reacquired by the Company prior to vesting, satisfied without the issuance of Stock or otherwise terminated (other than by exercise) shall be added back to the shares of Stock

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available for issuance under the Plan and, to the extent permitted under Section 422 of the Code and the regulations promulgated thereunder, the shares of Stock that may be issued as Incentive Stock Options. In the event the Company repurchases shares of Stock on the open market, such shares shall not be added to the shares of Stock available for issuance under the Plan. Subject to such overall limitations, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company.

(b) Maximum Awards to Non-Employee Directors. Notwithstanding anything to the contrary in this Plan, the value of all Awards awarded under this Plan and all other cash compensation paid by the Company to any Non-Employee Director in any calendar year shall not exceed \$750,000; provided, however, that such amount shall be \$1,000,000 for the calendar year in which the applicable Non-Employee Director is initially elected or appointed to the Board. For the purpose of this limitation, the value of any Award shall be its grant date fair value, as determined in accordance with ASC 718 or successor provision but excluding the impact of estimated forfeitures related to service-based vesting provisions.

(c) Changes in Stock. Subject to Section 3(e) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation, sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, including the maximum number of shares that may be issued in the form of Incentive Stock Options, (ii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per share subject to each outstanding Restricted Stock Award, and (iv) the exercise price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of Stock Options and Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The Administrator shall also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. The adjustment by the Administrator shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

(d) Mergers and Other Transactions. In the case of and subject to the consummation of a Sale Event, the parties thereto may cause the assumption or continuation of Awards theretofore granted by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree. To the extent the parties to such Sale Event do not provide for the assumption, continuation or substitution of Awards, upon the effective time of the Sale Event, the Plan and all outstanding Awards granted hereunder shall terminate. In such case, except as may be otherwise provided in the relevant Award Certificate, all Options and Stock Appreciation Rights that are not exercisable immediately prior to the effective time of the Sale Event shall become fully exercisable as of the effective time of the Sale Event, all other Awards with time-based vesting, conditions or restrictions shall become fully vested and nonforfeitable as of the effective time of the Sale Event, and all Awards with conditions and restrictions relating to the attainment of performance goals may become vested and nonforfeitable in connection with a Sale Event in the Administrator's discretion or to the extent specified in the relevant Award Certificate. In the event of such termination, (i) the Company shall have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding Options and Stock Appreciation Rights, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the Sale Price multiplied by the number of shares of Stock subject to outstanding Options and Stock Appreciation Rights (to the extent then exercisable at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding Options and Stock Appreciation Rights (provided that, in the case of an Option or Stock

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Appreciation Right with an exercise price equal to or less than the Sale Price, such Option or Stock Appreciation Right shall be cancelled for no consideration); or (ii) each grantee shall be permitted, within a specified period of time prior to the consummation of the Sale Event as determined by the Administrator, to exercise all outstanding Options and Stock Appreciation Rights (to the extent then exercisable) held by such grantee. The Company shall also have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding other Awards in an amount equal to the Sale Price multiplied by the number of vested shares of Stock under such Awards.

#### SECTION 4. ELIGIBILITY

Grantees under the Plan will be such employees, Non-Employee Directors and Consultants of the Company and its Affiliates as are selected from time to time by the Administrator in its sole discretion; provided that Awards may not be granted to employees, Directors and Consultants who are providing services only to any "parent" of the Company, as such term is defined in Rule 405 of the Act, unless (i) the stock underlying the Awards is treated as "service recipient stock" under Section 409A or (ii) the Company, in consultation with its legal counsel, has determined that such Awards are exempt from or otherwise comply with Section 409A.

#### SECTION 5. STOCK OPTIONS

(a) Award of Stock Options. The Administrator may grant Stock Options under the Plan. Any Stock Option granted under the Plan shall be in such form as the Administrator may from time to time approve.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a "subsidiary corporation" within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

Stock Options granted pursuant to this Section 5 shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable. If the Administrator so determines, Stock Options may be granted in lieu of cash compensation at the optionee's election, subject to such terms and conditions as the Administrator may establish.

(b) Exercise Price. The exercise price per share for the Stock covered by a Stock Option granted pursuant to this Section 5 shall be determined by the Administrator at the time of grant but shall not be less than 100 percent of the Fair Market Value on the date of grant. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the option price of such Incentive Stock Option shall be not less than 110 percent of the Fair Market Value on the date of grant. Notwithstanding the foregoing, Stock Options may be granted with an exercise price per share that is less than 100 percent of the Fair Market Value on the date of grant (i) pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code or (ii) to individuals who are not subject to U.S. income tax.

(c) Option Term. The term of each Stock Option shall be fixed by the Administrator, but no Stock Option shall be exercisable more than ten years after the date the Stock Option is granted. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option shall be no more than five years from the date of grant.

(d) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as shall be determined by the Administrator at or after the grant date. The Award Agreement may permit an optionee to exercise all or a portion of a Stock Option immediately at grant; provided that the Shares issued upon such exercise shall be subject to restrictions and a vesting schedule identical to the vesting schedule of the related Stock Option, such Shares shall be deemed to be Restricted Stock for purposes of the Plan, and the optionee may be required to enter into an additional or new Award Agreement as a condition to exercise of such Stock Option. The Administrator may at any time accelerate the exercisability of all or any portion

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of any Stock Option. An optionee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(e) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written or electronic notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods except to the extent otherwise provided in the Option Award Certificate:

(i) In cash, by certified or bank check or other instrument acceptable to the Administrator;

(ii) Through the delivery (or attestation to the ownership following such procedures as the Company may prescribe) of shares of Stock that are not then subject to restrictions under any Company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(iii) By the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Company shall prescribe as a condition of such payment procedure; or

(iv) With respect to Stock Options that are not Incentive Stock Options, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. The transfer to the optionee on the records of the Company or of the transfer agent of the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the optionee (or a purchaser acting in his stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Option Award Certificate or applicable provisions of laws (including the satisfaction of any withholding taxes that the Company is obligated to withhold with respect to the optionee). In the event an optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the optionee upon the exercise of the Stock Option shall be net of the number of attested shares. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the exercise of Stock Options, such as a system using an internet website or interactive voice response, then the paperless exercise of Stock Options may be permitted through the use of such an automated system.

(f) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by an optionee during any calendar year shall not exceed \$100,000. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

#### SECTION 6. STOCK APPRECIATION RIGHTS

(a) Award of Stock Appreciation Rights. The Administrator may grant Stock Appreciation Rights under the Plan. A Stock Appreciation Right is an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate) having a value equal to the excess of the Fair Market Value of a share of Stock on the date of exercise over the exercise price of the Stock Appreciation

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Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

(b) Exercise Price of Stock Appreciation Rights. The exercise price of a Stock Appreciation Right shall not be less than 100 percent of the Fair Market Value of the Stock on the date of grant.

(c) Grant and Exercise of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option granted pursuant to Section 5 of the Plan.

(d) Terms and Conditions of Stock Appreciation Rights. Stock Appreciation Rights shall be subject to such terms and conditions as shall be determined on the date of grant by the Administrator. The term of a Stock Appreciation Right may not exceed ten years. The terms and conditions of each such Award shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees.

#### SECTION 7. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Administrator may grant Restricted Stock Awards under the Plan. A Restricted Stock Award is any Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Shares and receipt of dividends; provided that if the lapse of restrictions with respect to the Restricted Stock Award is tied to the attainment of performance goals, any dividends paid by the Company during the performance period shall accrue and shall not be paid to the grantee until and to the extent the performance goals are met with respect to the Restricted Stock Award. Unless the Administrator shall otherwise determine, (i) uncertificated Restricted Shares shall be accompanied by a notation on the records of the Company or the transfer agent to the effect that they are subject to forfeiture until such Restricted Shares are vested as provided in Section 7(d) below, and (ii) certificated Restricted Shares shall remain in the possession of the Company until such Restricted Shares are vested as provided in Section 7(d) below, and the grantee shall be required, as a condition of the grant, to deliver to the Company such instruments of transfer as the Administrator may prescribe.

(c) Restrictions. Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award Certificate. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 15 below, in writing after the Award is issued, if a grantee's employment (or other service relationship) with the Company and its Subsidiaries terminates for any reason, any Restricted Shares that have not vested at the time of termination shall automatically and without any requirement of notice to such grantee from or other action by or on behalf of, the Company be deemed to have been reacquired by the Company at its original purchase price (if any) from such grantee or such grantee's legal representative simultaneously with such termination of employment (or other service relationship), and thereafter shall cease to represent any ownership of the Company by the grantee or rights of the grantee as a stockholder. Following such deemed reacquisition of Restricted Shares that are represented by physical certificates, a grantee shall surrender such certificates to the Company upon request without consideration.

(d) Vesting of Restricted Shares. The Administrator at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Restricted Shares and the Company's right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the shares on which all restrictions have lapsed shall no longer be Restricted Shares and shall be deemed "vested."

#### SECTION 8. RESTRICTED STOCK UNITS

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(a) Nature of Restricted Stock Units. The Administrator may grant Restricted Stock Units under the Plan. A Restricted Stock Unit is an Award of stock units that may be settled in shares of Stock (or cash, to the extent explicitly provided for in the Award Certificate) upon the satisfaction of such restrictions and conditions at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees. Except in the case of Restricted Stock Units with a deferred settlement date that complies with Section 409A, at the end of the vesting period, the Restricted Stock Units, to the extent vested, shall be settled in the form of shares of Stock. Restricted Stock Units with deferred settlement dates are subject to Section 409A and shall contain such additional terms and conditions as the Administrator shall determine in its sole discretion in order to comply with the requirements of Section 409A.

(b) Election to Receive Restricted Stock Units in Lieu of Compensation. The Administrator may, in its sole discretion, permit a grantee to elect to receive a portion of future cash compensation otherwise due to such grantee in the form of an award of Restricted Stock Units. Any such election shall be made in writing and shall be delivered to the Company no later than the date specified by the Administrator and in accordance with Section 409A and such other rules and procedures established by the Administrator. Any such future cash compensation that the grantee elects to defer shall be converted to a fixed number of Restricted Stock Units based on the Fair Market Value of Stock on the date the compensation would otherwise have been paid to the grantee if such payment had not been deferred as provided herein. The Administrator shall have the sole right to determine whether and under what circumstances to permit such elections and to impose such limitations and other terms and conditions thereon as the Administrator deems appropriate. Any Restricted Stock Units that are elected to be received in lieu of cash compensation shall be fully vested, unless otherwise provided in the Award Certificate.

(c) Rights as a Stockholder. A grantee shall have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units; provided, however, that the grantee may be credited with Dividend Equivalent Rights with respect to the stock units underlying his Restricted Stock Units, subject to the provisions of Section 11 and such terms and conditions as the Administrator may determine.

(d) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 15 below, in writing after the Award is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason, as determined by the Administrator or Company in their sole discretion.

#### SECTION 9. UNRESTRICTED STOCK AWARDS

Grant or Sale of Unrestricted Stock. The Administrator may grant (or sell at par value or such higher purchase price determined by the Administrator) an Unrestricted Stock Award under the Plan. An Unrestricted Stock Award is an Award pursuant to which the grantee may receive shares of Stock free of any restrictions under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

#### SECTION 10. CASH-BASED AWARDS

Grant of Cash-Based Awards. The Administrator may grant Cash-Based Awards under the Plan. A Cash-Based Award is an Award that entitles the grantee to a payment in cash upon the attainment of specified performance goals. The Administrator shall determine the maximum duration of the Cash-Based Award, the amount of cash to which the Cash-Based Award pertains, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Administrator shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula or payment ranges as determined by the Administrator. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash.

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SECTION 11. DIVIDEND EQUIVALENT RIGHTS

(a) Dividend Equivalent Rights. The Administrator may grant Dividend Equivalent Rights under the Plan. A Dividend Equivalent Right is an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other Award to which it relates) if such shares had been issued to the grantee. A Dividend Equivalent Right may be granted hereunder to any grantee as a component of an Award of Restricted Stock Units or as a freestanding Award. The terms and conditions of Dividend Equivalent Rights shall be specified in the Award Certificate. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may be deemed to be reinvested in additional shares of Stock, which may thereafter accrue additional equivalents. Any such reinvestment shall be at Fair Market Value on the date of reinvestment or such other price as may then apply under a dividend reinvestment plan sponsored by the Company, if any. Dividend Equivalent Rights may be settled in cash or shares of Stock or a combination thereof, in a single installment or installments. A Dividend Equivalent Right granted as a component of an Award of Restricted Stock Units shall provide that such Dividend Equivalent Right shall be settled only upon settlement or payment of, or lapse of restrictions on, such other Award, and that such Dividend Equivalent Right shall expire or be forfeited or annulled under the same conditions as such other Award.

(b) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 15 below, in writing after the Award is issued, a grantee's rights in all Dividend Equivalent Rights shall automatically terminate upon the grantee's termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason, as determined by the Administrator or Company in their sole discretion.

SECTION 12. TRANSFERABILITY OF AWARDS

(a) Transferability. Except as provided in Section 14(b) below, during a grantee's lifetime, his or her Awards shall be exercisable only by the grantee, or by the grantee's legal representative or guardian in the event of the grantee's incapacity. No Awards shall be sold, assigned, transferred or otherwise encumbered or disposed of by a grantee other than by will or by the laws of descent and distribution or pursuant to a domestic relations order. No Awards shall be subject, in whole or in part, to attachment, execution, or levy of any kind, and any purported transfer in violation hereof shall be null and void.

(b) Administrator Action. Notwithstanding Section 14(a), the Administrator, in its discretion, may provide either in the Award Certificate regarding a given Award or by subsequent written approval that the grantee (who is an employee or director) may transfer his or her Non-Qualified Stock Options to his or her immediate family members, to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award. In no event may an Award be transferred by a grantee for value.

(c) Family Member. For purposes of Section 14(b), "family member" shall mean a grantee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the grantee's household (other than a tenant of the grantee), a trust in which these persons (or the grantee) have more than 50 percent of the beneficial interest, a foundation in which these persons (or the grantee) control the management of assets, and any other entity in which these persons (or the grantee) own more than 50 percent of the voting interests.

(d) Designation of Beneficiary. To the extent permitted by the Company, each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Administrator and shall not be effective until received by the Administrator. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

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SECTION 13. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the grantee for tax purposes, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, any Federal, state, local, or foreign taxes of any kind required by law to be withheld by the Company with respect to such income. The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee or to satisfy all applicable withholding obligations by any other method of withholding that the Company and its Subsidiaries deem appropriate. The Company's obligation to deliver evidence of book entry (or stock certificates) to any grantee is subject to and conditioned on all applicable tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Company's required tax withholding obligation may be satisfied, in whole or in part, by the Company withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate fair market value (as of the date the withholding is determined) that would satisfy the withholding amount due; provided, however, that the amount withheld does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment. The Administrator may also require Awards to be subject to mandatory share withholding up to the required withholding amount. The required tax withholding obligation may also be satisfied, in whole or in part, by an arrangement whereby a certain number of shares of Stock issued pursuant to any Award are immediately sold and proceeds from such sale are remitted to the Company in an amount that would satisfy the withholding amount due.

SECTION 14. SECTION 409A AWARDS

To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any 409A Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 15. TERMINATION OF EMPLOYMENT, TRANSFER, LEAVE OF ABSENCE, ETC.

(a) Termination of Employment. If the grantee's employer ceases to be a Subsidiary, the grantee shall be deemed to have terminated employment for purposes of the Plan.

(b) For purposes of the Plan, the following events shall not be deemed a termination of employment:

(i) a transfer to the employment of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or

(ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

SECTION 16. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no

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such action shall adversely affect rights under any outstanding Award without the holder's consent. The Administrator is specifically authorized to exercise its discretion to reduce the exercise price of outstanding Stock Options or Stock Appreciation Rights or effect the repricing of such Awards through cancellation and re-grants. To the extent required under the rules of any securities exchange or market system on which the Stock is listed, or to the extent determined by the Administrator to be required by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code, Plan amendments shall be subject to approval by the Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 18 shall limit the Administrator's authority to take any action permitted pursuant to Section 3(d).

#### SECTION 17. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator shall otherwise expressly determine in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

#### SECTION 18. GENERAL PROVISIONS

(a) No Distribution. The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

(b) Issuance of Stock. To the extent certificated, stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company. Uncertificated Stock shall be deemed delivered for all purposes when the Company or a Stock transfer agent of the Company shall have given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records). Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any evidence of book entry or certificates evidencing shares of Stock pursuant to the exercise or settlement of any Award, unless and until the Administrator has determined, with advice of counsel (to the extent the Administrator deems such advice necessary or advisable), that the issuance and delivery is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the shares of Stock are listed, quoted or traded. Any Stock issued pursuant to the Plan shall be subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with federal, state or foreign jurisdiction, securities or other laws, rules and quotation system on which the Stock is listed, quoted or traded. The Administrator may place legends on any Stock certificate or notations on any book entry to reference restrictions applicable to the Stock. In addition to the terms and conditions provided herein, the Administrator may require that an individual make such reasonable covenants, agreements, and representations as the Administrator, in its discretion, deems necessary or advisable in order to comply with any such laws, regulations, or requirements. The Administrator shall have the right to require any individual to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Administrator.

(c) Stockholder Rights. Until Stock is deemed delivered in accordance with Section 18(b), no right to vote or receive dividends or any other rights of a stockholder will exist with respect to shares of Stock to be issued in connection with an Award, notwithstanding the exercise of a Stock Option or any other action by the grantee with respect to an Award.

(d) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and

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such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not create a right of employment, will not be interpreted as forming or amending an employment or service contract with the Company or any Subsidiary, do not confer upon any employee any right to continued employment with the Company or any Subsidiary and shall not interfere with the ability of the Company or any Subsidiary, as applicable, to terminate a grantee's employment or service relationship.

(e) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policies and procedures, as in effect from time to time.

(f) Clawback Policy. Awards under the Plan shall be subject to the Company's clawback policy, as in effect from time to time.

SECTION 19. EFFECTIVE DATE OF PLAN

This Plan shall become effective upon the date immediately preceding the Registration Date following stockholder approval in accordance with applicable state law, the Company's bylaws and articles of incorporation, and applicable stock exchange rules. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the Effective Date and no grants of Incentive Stock Options may be made hereunder after the tenth anniversary of the date the Plan is approved by the Board.

SECTION 20. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the State of California, applied without regard to conflict of law principles.

DATE APPROVED BY BOARD OF DIRECTORS: August 22, 2018

DATE APPROVED BY STOCKHOLDERS: September 6, 2018

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Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the Administrator; or (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; or (iv) a combination of (i), (ii) and (iii) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

3. Termination of Employment. If the Optionee's employment by the Company or a Subsidiary (as defined in the Plan) is terminated, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's employment terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of death shall terminate immediately and be of no further force or effect.

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(b) Termination Due to Disability. If the Optionee's employment terminates by reason of the Optionee's disability (as determined by the Administrator), any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of such termination of employment, may thereafter be exercised by the Optionee for a period of 12 months from the date of disability or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of disability shall terminate immediately and be of no further force or effect.

(c) Termination for Cause. If the Optionee's employment terminates for Cause, any portion of this Stock Option outstanding on such date shall terminate immediately and be of no further force and effect. For purposes hereof, "Cause" shall mean, unless otherwise provided in an employment agreement between the Company and the Optionee, a determination by the Administrator that the Optionee shall be dismissed as a result of (i) any material breach by the Optionee of any agreement between the Optionee and the Company; (ii) the conviction of, indictment for or plea of nolo contendere by the Optionee to a felony or a crime involving moral turpitude; or (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the Optionee of the Optionee's duties to the Company.

(d) Other Termination. If the Optionee's employment terminates for any reason other than the Optionee's death, the Optionee's disability, or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of termination, for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of termination shall terminate immediately and be of no further force or effect. The Administrator's determination of the reason for termination of the Optionee's employment shall be conclusive and binding on the Optionee and his or her representatives or legatees.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. Status of the Stock Option. This Stock Option is intended to qualify as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), but the Company does not represent or warrant that this Stock Option qualifies as such. The Optionee should consult with his or her own tax advisors regarding the tax effects of this Stock Option and the requirements necessary to obtain favorable income tax treatment under Section 422 of the Code, including, but not limited to, holding period requirements. To the extent any portion of this Stock Option does not so qualify as an "incentive stock option," such portion shall be deemed to be a non-qualified stock option. If the Optionee intends to dispose or does dispose (whether by sale, gift, transfer or otherwise) of any Option Shares within the one-year period beginning on the date after the transfer of such shares to him or her, or within the two-year period beginning on the day after the grant of this Stock Option, he or she will so notify the Company within 30 days after such disposition.

7. Tax Withholding. The Optionee shall, not later than the date as of which the exercise of this Stock Option becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the minimum required tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Optionee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the minimum withholding amount due.

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8. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Optionee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Optionee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Optionee's Signature

Optionee's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**RESTRICTED STOCK AWARD AGREEMENT  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

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Name of Grantee: \_\_\_\_\_

No. of Shares: \_\_\_\_\_

Grant Date: \_\_\_\_\_

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan (the "Plan") as amended through the date hereof, Eventbrite, Inc. (the "Company") hereby grants a Restricted Stock Award (an "Award") to the Grantee named above. Upon acceptance of this Award, the Grantee shall receive the number of shares of Class A Common Stock, par value \$0.00001 per share (the "Stock") of the Company specified above, subject to the restrictions and conditions set forth herein and in the Plan. The Company acknowledges the receipt from the Grantee of consideration with respect to the par value of the Stock in the form of cash, past or future services rendered to the Company by the Grantee or such other form of consideration as is acceptable to the Administrator.

1. Award. The shares of Restricted Stock awarded hereunder shall be issued and held by the Company's transfer agent in book entry form, and the Grantee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have all the rights of a stockholder with respect to such shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified in Paragraph 2 below. The Grantee shall (i) sign and deliver to the Company a copy of this Award Agreement and (ii) deliver to the Company a stock power endorsed in blank.

2. Restrictions and Conditions.

(a) Any book entries for the shares of Restricted Stock granted herein shall bear an appropriate legend, as determined by the Administrator in its sole discretion, to the effect that such shares are subject to restrictions as set forth herein and in the Plan.

(b) Shares of Restricted Stock granted herein may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of by the Grantee prior to vesting.

(c) If the Grantee's employment with the Company and its Subsidiaries is voluntarily or involuntarily terminated for any reason (including death) prior to vesting of shares of Restricted Stock granted herein, all shares of Restricted Stock shall immediately and automatically be forfeited and returned to the Company.

3. Vesting of Restricted Stock. The restrictions and conditions in Paragraph 2 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an employee of the Company or a Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 2 shall lapse only with respect to the number of shares of Restricted Stock specified as vested on such date.

Incremental Number of Shares Vested	Vesting Date
_____ ( ___ %)	_____
_____ ( ___ %)	_____
_____ ( ___ %)	_____
_____ ( ___ %)	_____
_____ ( ___ %)	_____

Subsequent to such Vesting Date or Dates, the shares of Stock on which all restrictions and conditions have lapsed shall no longer be deemed Restricted Stock. The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 3.

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4. Dividends. Dividends on shares of Restricted Stock shall be paid currently to the Grantee.
5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.
6. Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.
7. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. Except in the case where an election is made pursuant to Paragraph 8 below, the Company shall have the authority to cause the required minimum tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued or released by the transfer agent a number of shares of Stock with an aggregate Fair Market Value that would satisfy the minimum withholding amount due.
8. Election Under Section 83(b). The Grantee and the Company hereby agree that the Grantee may, within 30 days following the Grant Date of this Award, file with the Internal Revenue Service and the Company an election under Section 83(b) of the Internal Revenue Code. In the event the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regard to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election.
9. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.
10. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.
11. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.
12. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

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By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

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Grantee's Signature

Grantee's name and address:

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**EXHIBIT C**

**RESTRICTED STOCK UNIT AWARD AGREEMENT  
FOR COMPANY EMPLOYEES  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee:

No. of Restricted Stock Units:

Grant Date:

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Class A Common Stock, par value \$0.00001 per share (the "Stock") of the Company.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an employee of the Company or a Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

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Incremental Number of Restricted Stock Units Vested	Vesting Date
_____ ( ___%)	_____
_____ ( ___%)	_____
_____ ( ___%)	_____
_____ ( ___%)	_____

The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

3. Termination of Employment. If the Grantee's employment with the Company and its Subsidiaries terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Tax Withholding. The Grantee shall, not later than the date as of which the receipt of this Award becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required minimum tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Grantee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

7. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

8. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the

Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

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Grantee's Signature

Grantee's name and address:

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**EXHIBIT D**

**RESTRICTED STOCK UNIT AWARD AGREEMENT  
FOR CONSULTANTS  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee:

No. of Restricted Stock Units:

Grant Date:

Vesting Commencement Date:

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Class A Common Stock, par value \$0.00001 per share (the "Stock") of the Company.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains in a service relationship as a Consultant with the Company or a Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

Incremental Number of Restricted Stock Units Vested	Vesting Date
_____ ( ___ %)	_____
_____ ( ___ %)	_____
_____ ( ___ %)	_____
_____ ( ___ %)	_____

The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

3. Termination of Service Relationship as a Consultant. If the Grantee's service relationship with the Company or a Subsidiary as a Consultant terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

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4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.
5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.
6. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.
7. No Obligation to Continue Service Relationship. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Grantee in a service relationship with the Company or a Subsidiary and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the service relationship of the Grantee at any time.
8. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.
9. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.
10. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

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The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

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Grantee's Signature

Grantee's name and address:

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EXHIBIT E

**RESTRICTED STOCK UNIT AWARD AGREEMENT  
FOR NON-EMPLOYEE DIRECTORS  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee:

No. of Restricted Stock Units:

Grant Date:

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Class A Common Stock, par value \$0.00001 per share (the "Stock") of the Company.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains in service as a member of the Board on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

Incremental Number of Restricted Stock Units Vested	Vesting Date
_____ ( %)	_____
_____ ( %)	_____
_____ ( %)	_____
_____ ( %)	_____

In the event of a Sale Event, 100% of the Restricted Stock Units shall become vested immediately prior to the consummation of such Sale Event. The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

3. Termination of Service as a Director. If the Grantee's service as a member of the Board terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

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4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.
5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.
6. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.
7. No Obligation to Continue as a Director. Neither the Plan nor this Award confers upon the Grantee any rights with respect to continuance as a Director.
8. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.
9. Tax Withholding. In the event that the Company is required to withhold taxes from the Grantee for taxable compensation relating to the issuance of shares of Stock in connection with this Award, unless otherwise approved by the Company, the Grantee shall, not later than the date as of which the transfer of shares of Stock pursuant to this Award becomes a taxable event for U.S. Federal income tax or other applicable withholding tax purposes, pay to the Company or make arrangements satisfactory to the Committee for payment of any Federal, state, local, non U.S., or other taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required minimum tax withholding amount to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Grantee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.
10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.
11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_  
Title:

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The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

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Grantee's Signature

Grantee's name and address:

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2. Manner of Exercise.

(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the Administrator; (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or (v) a combination of (i), (ii), (iii) and (iv) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

3. Termination of Employment. If the Optionee's employment by the Company or a Subsidiary (as defined in the Plan) is terminated, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

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(a) Termination Due to Death. If the Optionee's employment terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of death shall terminate immediately and be of no further force or effect.

(b) Termination Due to Disability. If the Optionee's employment terminates by reason of the Optionee's disability (as determined by the Administrator), any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of such termination of employment, may thereafter be exercised by the Optionee for a period of 12 months from the date of disability or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of disability shall terminate immediately and be of no further force or effect.

(c) Termination for Cause. If the Optionee's employment terminates for Cause, any portion of this Stock Option outstanding on such date shall terminate immediately and be of no further force and effect. For purposes hereof, "Cause" shall mean, unless otherwise provided in an employment agreement between the Company and the Optionee, a determination by the Administrator that the Optionee shall be dismissed as a result of (i) any material breach by the Optionee of any agreement between the Optionee and the Company; (ii) the conviction of, indictment for or plea of nolo contendere by the Optionee to a felony or a crime involving moral turpitude; or (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the Optionee of the Optionee's duties to the Company.

(d) Other Termination. If the Optionee's employment terminates for any reason other than the Optionee's death, the Optionee's disability or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of termination, for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of termination shall terminate immediately and be of no further force or effect. The Administrator's determination of the reason for termination of the Optionee's employment shall be conclusive and binding on the Optionee and his or her representatives or legatees.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. Tax Withholding. The Optionee shall, not later than the date as of which the exercise of this Stock Option becomes a taxable event for Federal income tax purposes, pay to the Company or make arrangements satisfactory to the Administrator for payment of any Federal, state, and local taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the minimum required tax withholding obligation to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Optionee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the minimum withholding amount due.

7. No Obligation to Continue Employment. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Optionee in employment and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Optionee at any time.

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8. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

9. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

10. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Optionee's Signature

Optionee's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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EXHIBIT G

**NON-QUALIFIED STOCK OPTION AGREEMENT  
FOR CONSULTANTS  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Optionee: \_\_\_\_\_

No. of Option Shares: \_\_\_\_\_

Option Exercise Price per Share: \$ \_\_\_\_\_  
[FMV on Grant Date]

Grant Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_  
[No more than 10 years]

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants to the Optionee named above an option (the "Stock Option") to purchase on or prior to the Expiration Date specified above all or part of the number of shares of Class A Common Stock, par value \$0.00001 per share (the "Stock"), of the Company specified above at the Option Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan. This Stock Option is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended.

1. Exercisability Schedule. No portion of this Stock Option may be exercised until such portion shall have become exercisable. Except as set forth below, and subject to the discretion of the Administrator (as defined in Section 2 of the Plan) to accelerate the exercisability schedule hereunder, this Stock Option shall be exercisable with respect to the following number of Option Shares on the dates indicated so long as the Optionee remains in a service relationship as a Consultant with the Company or a Subsidiary on such dates:

Incremental Number of Option Shares Exercisable	Exercisability Date
_____ ( ___ %)	
_____ ( ___ %)	
_____ ( ___ %)	
_____ ( ___ %)	
_____ ( ___ %)	

Once exercisable, this Stock Option shall continue to be exercisable at any time or times prior to the close of business on the Expiration Date, subject to the provisions hereof and of the Plan.

2. Manner of Exercise.

(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the

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Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the Administrator; (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or (v) a combination of (i), (ii), (iii) and (iv) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

3. Termination of Service Relationship as a Consultant. If the Optionee ceases to be a Consultant with the Company or a Subsidiary, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's service relationship as a Consultant with the Company or a Subsidiary terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier. Any

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portion of this Stock Option that is not exercisable on the date of death shall terminate immediately and be of no further force or effect.

(b) Termination Due to Disability. If the Optionee's service relationship as a Consultant with the Company or a Subsidiary terminates by reason of the Optionee's disability (as determined by the Administrator), any portion of this Stock Option outstanding on such date, to the extent exercisable on the date of such termination, may thereafter be exercised by the Optionee for a period of 12 months from the date of disability or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of disability shall terminate immediately and be of no further force or effect.

(c) Termination for Cause. If the Optionee's service relationship as a Consultant with the Company or a Subsidiary terminates for Cause, any portion of this Stock Option outstanding on such date shall terminate immediately and be of no further force and effect. For purposes hereof, "Cause" shall mean, unless otherwise provided in a consulting or other service agreement between the Company and the Optionee, a determination by the Administrator that the Optionee shall be dismissed as a result of (i) any material breach by the Optionee of any agreement between the Optionee and the Company; (ii) the conviction of, indictment for or plea of nolo contendere by the Optionee to a felony or a crime involving moral turpitude; or (iii) any material misconduct or willful and deliberate non-performance (other than by reason of disability) by the Optionee of the Optionee's duties to the Company.

(d) Other Termination. If the Optionee's service relationship as a Consultant with the Company or a Subsidiary terminates for any reason other than the Optionee's death, the Optionee's disability or Cause, and unless otherwise determined by the Administrator, any portion of this Stock Option outstanding on such date may be exercised, to the extent exercisable on the date of termination, for a period of three months from the date of termination or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of termination shall terminate immediately and be of no further force or effect.

The Administrator's determination of the reason for termination of the Optionee's service relationship as a Consultant with the Company or a Subsidiary shall be conclusive and binding on the Optionee and his or her representatives or legatees.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. No Obligation to Continue Service Relationship. Neither the Company nor any Subsidiary is obligated by or as a result of the Plan or this Agreement to continue the Optionee in a service relationship with the Company or a Subsidiary and neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the service relationship of the Optionee at any time.

7. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

8. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that

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is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

9. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Optionee's Signature

Optionee's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT H**

**NON-QUALIFIED STOCK OPTION AGREEMENT  
FOR NON-EMPLOYEE DIRECTORS  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Optionee:

No. of Option Shares:

Option Exercise Price per Share: \$ \_\_\_\_\_  
[FMV on Grant Date]

Grant Date:

Expiration Date:  
[No more than 10 years]

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants to the Optionee named above, who is a Director of the Company but is not an employee of the Company, an option (the "Stock Option") to purchase on or prior to the Expiration Date specified above all or part of the number of shares of Class A Common Stock, par value \$0.00001 per share (the "Stock"), of the Company specified above at the Option Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan. This Stock Option is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended.

1. Exercisability Schedule. No portion of this Stock Option may be exercised until such portion shall have become exercisable. Except as set forth below, and subject to the discretion of the Administrator (as defined in Section 2 of the Plan) to accelerate the exercisability schedule hereunder, this Stock Option shall be exercisable with respect to the following number of Option Shares on the dates indicated so long as the Optionee remains in service as a member of the Board on such dates:

Incremental Number of Option Shares Exercisable	Exercisability Date
_____ (___%)	_____
_____ (___%)	_____
_____ (___%)	_____
_____ (___%)	_____
_____ (___%)	_____

Once exercisable, this Stock Option shall continue to be exercisable at any time or times prior to the close of business on the Expiration Date, subject to the provisions hereof and of the Plan.

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2. Manner of Exercise.

(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) through the delivery (or attestation to the ownership) of shares of Stock that have been purchased by the Optionee on the open market or that are beneficially owned by the Optionee and are not then subject to any restrictions under any Company plan and that otherwise satisfy any holding periods as may be required by the Administrator; (iii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iv) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or (v) a combination of (i), (ii), (iii) and (iv) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein or in the Plan or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations. In the event the Optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the Optionee upon the exercise of the Stock Option shall be net of the Shares attested to.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

3. Termination as Director. If the Optionee ceases to be a Director of the Company, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's service as a Director terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent exercisable on the date

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of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of 12 months from the date of death or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date of death shall terminate immediately and be of no further force or effect.

(b) Other Termination. If the Optionee ceases to be a Director for any reason other than the Optionee's death, any portion of this Stock Option outstanding on such date may be exercised, to the extent exercisable on the date the Optionee ceased to be a Director, for a period of six months from the date the Optionee ceased to be a Director or until the Expiration Date, if earlier. Any portion of this Stock Option that is not exercisable on the date the Optionee ceases to be a Director shall terminate immediately and be of no further force or effect.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. No Obligation to Continue as a Director. Neither the Plan nor this Stock Option confers upon the Optionee any rights with respect to continuance as a Director.

7. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

8. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

9. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

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The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

—  
Optionee's Signature

Optionee's name and address:

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**EXHIBIT I**

**EARLY EXERCISABLE  
NON-QUALIFIED STOCK OPTION AGREEMENT  
FOR NON-EMPLOYEE DIRECTORS  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Optionee: \_\_\_\_\_

No. of Option Shares: \_\_\_\_\_

Option Exercise Price per Share: \$ \_\_\_\_\_  
[FMV on Grant Date]

Grant Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_  
[No more than 10 years]

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants to the Optionee named above, who is a Director of the Company but is not an employee of the Company, an option (the "Stock Option") to purchase on or prior to the Expiration Date specified above all or part of the number of shares of Class A Common Stock, par value \$0.00001 per share (the "Stock"), of the Company specified above at the Option Exercise Price per Share specified above subject to the terms and conditions set forth herein and in the Plan. This Stock Option is not intended to be an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended.

1. Vesting Schedule. This Stock Option shall be immediately exercisable, regardless of whether the Option Shares are vested. Except as set forth below, and subject to the discretion of the Administrator (as defined in Section 2 of the Plan) to accelerate the vesting schedule hereunder, all Option Shares shall initially be unvested and this Stock Option shall vest with respect to the following number of Option Shares on the dates indicated so long as the Optionee remains in service as a member of the Board on such dates:

Incremental Number of Option Shares Vesting	Vesting Date
_____ ( ___%)	_____
_____ ( ___%)	_____
_____ ( ___%)	_____
_____ ( ___%)	_____
_____ ( ___%)	_____

Subject to the Optionee's continuous service as a member of the Board through the consummation of a Sale Event, 100% of the then-unvested Option Shares shall become vested immediately prior to the consummation of such Sale Event.

2. Manner of Exercise.

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(a) The Optionee may exercise this Stock Option only in the following manner: from time to time on or prior to the Expiration Date of this Stock Option, the Optionee may give written notice to the Administrator of his or her election to purchase some or all of the Option Shares purchasable at the time of such notice. This notice shall specify the number of Option Shares to be purchased. To the extent this Stock Option is only partially exercised, such exercise shall first be with respect to the Option Shares, if any, that have previously vested, and then with respect to the Option Shares that will next vest, with the Option Shares that vest at the latest date being exercised last. In the event the Optionee exercises a portion of this Stock Option with respect to Option Shares that have not vested, the Optionee shall also deliver a Restricted Stock Agreement covering such unvested Option Shares in substantially the form attached hereto as Appendix A (the "Restricted Stock Agreement") with the same vesting schedule for such Option Shares as set forth for such Option Shares herein.

Payment of the purchase price for the Option Shares may be made by one or more of the following methods: (i) in cash, by certified or bank check or other instrument acceptable to the Administrator; (ii) by the Optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the option purchase price, provided that in the event the Optionee chooses to pay the option purchase price as so provided, the Optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure; (iii) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or (iv) a combination of (i), (ii), and (iii) above. Payment instruments will be received subject to collection.

The transfer to the Optionee on the records of the Company or of the transfer agent of the Option Shares will be contingent upon (i) the Company's receipt from the Optionee of the full purchase price for the Option Shares, as set forth above, (ii) the fulfillment of any other requirements contained herein, in the Plan, the Restricted Stock Agreement, or in any other agreement or provision of laws, and (iii) the receipt by the Company of any agreement, statement or other evidence that the Company may require to satisfy itself that the issuance of Stock to be purchased pursuant to the exercise of Stock Options under the Plan and any subsequent resale of the shares of Stock will be in compliance with applicable laws and regulations.

(b) The shares of Stock purchased upon exercise of this Stock Option shall be transferred to the Optionee on the records of the Company or of the transfer agent upon compliance to the satisfaction of the Administrator with all requirements under applicable laws or regulations in connection with such transfer and with the requirements hereof and of the Plan. The determination of the Administrator as to such compliance shall be final and binding on the Optionee. The Optionee shall not be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Stock subject to this Stock Option unless and until this Stock Option shall have been exercised pursuant to the terms hereof, the Company or the transfer agent shall have transferred the shares to the Optionee, and the Optionee's name shall have been entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have full voting, dividend and other ownership rights with respect to such shares of Stock, subject to the terms of the Restricted Stock Agreement, if applicable. In the event the Optionee exercises a portion of this Stock Option with respect to Option Shares that have not vested, the shares of Restricted Stock under the Restricted Stock Agreement shall be issued and held by the Company's transfer agent in book entry form, and the Optionee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Optionee shall have all the rights of a stockholder with respect to such Restricted Shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified in Paragraph 2 of the Restricted Stock Agreement.

(c) The minimum number of shares with respect to which this Stock Option may be exercised at any one time shall be 100 shares, unless the number of shares with respect to which this Stock Option is being exercised is the total number of shares subject to exercise under this Stock Option at the time.

(d) Notwithstanding any other provision hereof or of the Plan, no portion of this Stock Option shall be exercisable after the Expiration Date hereof.

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3. Termination as Director. If the Optionee ceases to be a Director of the Company, the period within which to exercise the Stock Option may be subject to earlier termination as set forth below.

(a) Termination Due to Death. If the Optionee's service as a Director terminates by reason of the Optionee's death, any portion of this Stock Option outstanding on such date, to the extent vested on the date of death, may thereafter be exercised by the Optionee's legal representative or legatee for a period of **12** months from the date of death or until the Expiration Date, if earlier. Any portion of this Stock Option that is not vested on the date of death shall terminate immediately and be of no further force or effect.

(b) Other Termination. If the Optionee ceases to be a Director for any reason other than the Optionee's death, any portion of this Stock Option outstanding on such date may be exercised, to the extent vested on the date the Optionee ceased to be a Director, for a period of **six** months from the date the Optionee ceased to be a Director or until the Expiration Date, if earlier. Any portion of this Stock Option that is not vested on the date the Optionee ceases to be a Director shall terminate immediately and be of no further force or effect.

4. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Stock Option shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

5. Transferability. This Agreement is personal to the Optionee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution. This Stock Option is exercisable, during the Optionee's lifetime, only by the Optionee, and thereafter, only by the Optionee's legal representative or legatee.

6. Restrictions on Transfer of Shares. The Option Shares acquired upon exercise of the Stock Option shall be subject to certain transfer restrictions and other limitations including, without limitation, the provisions contained in Section 12 of the Plan and, if applicable, the Restricted Stock Agreement. Furthermore, upon the date that Optionee ceases to be a Director of the Company, the Company or its assigns shall have the right and option to repurchase from Optionee such Option Shares subject to the Restricted Stock Agreement (if any) that are still unvested and subject to a risk of forfeiture as of the date that Optionee ceases to be a Director of the Company. Such repurchase right may be exercised by the Company within six months following the date of such cessation of service as a Director of the Company. The repurchase price shall be the lower of the original Option Exercise Price per Share paid by the Optionee, subject to adjustment as provided in Section 3(c) of the Plan, or the current Fair Market Value of such Option Shares as of the date the Company elects to exercise its repurchase rights.

7. No Obligation to Continue as a Director. Neither the Plan nor this Stock Option confers upon the Optionee any rights with respect to continuance as a Director.

8. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Stock Option and supersedes all prior agreements and discussions between the parties concerning such subject matter.

9. Tax Withholding. In the event that the Company is required to withhold taxes from the Optionee for taxable compensation relating to the issuance of shares of Stock in connection with this Award, unless otherwise approved by the Company, the Optionee shall, not later than the date as of which the transfer of shares of Stock pursuant to this Award becomes a taxable event for U.S. Federal income tax or other applicable withholding tax purposes, pay to the Company or make arrangements satisfactory to the Committee for payment of any Federal, state, local, non U.S., or other taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required minimum tax withholding amount to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Optionee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

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10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Optionee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Optionee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Optionee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Optionee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Optionee's Signature

Optionee's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**RESTRICTED STOCK AGREEMENT FOR EARLY EXERCISE OPTIONS  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

All capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Early Exercisable Non-Qualified Stock Option Agreement for Non-Employee Directors (the "Option Agreement") between Eventbrite, Inc. (the "Company") and (the "Grantee") for shares of Stock of the Company with a Grant Date of , 20 under the Eventbrite, Inc. 2018 Stock Option and Incentive Plan (the "Plan").

1. Purchase and Sale of Stock. The Company hereby sells to the Grantee and the Grantee hereby purchases from the Company, on , 20 , shares of Restricted Stock for the aggregate Option Exercise Price for the Option Shares so purchased. The shares of Restricted Stock purchased hereunder shall be issued and held by the Company's transfer agent in book entry form, and the Grantee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have all the rights of a stockholder with respect to such shares, including voting and dividend rights, subject, however, to the restrictions and conditions specified in Paragraph 2 below. The Grantee shall (i) sign and deliver to the Company a copy of this Agreement and (ii) deliver to the Company a stock power endorsed in blank.

2. Restrictions and Conditions.

(a) Any book entries for the shares of Restricted Stock purchased herein shall bear an appropriate legend, as determined by the Administrator in its sole discretion, to the effect that such shares are subject to restrictions as set forth herein and in the Plan.

(b) Shares of Restricted Stock purchased herein may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of by the Grantee prior to vesting.

(c) If the Grantee's service as a member of the Board of the Company is voluntarily or involuntarily terminated for any reason (including death) prior to vesting of shares of Restricted Stock purchased herein, all shares of Restricted Stock shall immediately and automatically be forfeited and returned to the Company.

3. Vesting of Restricted Stock. The restrictions and conditions in Paragraph 2 of this Agreement shall lapse on the Vesting Date or Dates specified in the Vesting Schedule set forth in the Option Agreement.

Subsequent to such Vesting Date or Dates, the shares of Stock on which all restrictions and conditions have lapsed shall no longer be deemed Restricted Stock. The Administrator may at any time accelerate the vesting of the Restricted Stock.

4. Dividends. Dividends on shares of Restricted Stock shall be paid currently to the Grantee.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, the Restricted Stock and this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Transferability. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

7. Election Under Section 83(b). The Grantee and the Company hereby agree that the Grantee may, within 30 days of the date of exercise of the Option Shares, file with the Internal Revenue Service and the Company

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an election under Section 83(b) of the Internal Revenue Code. In the event the Grantee makes such an election, he or she agrees to provide a copy of the election to the Company. The Grantee acknowledges that he or she is responsible for obtaining the advice of his or her tax advisors with regard to the Section 83(b) election and that he or she is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with regard to such election. A sample Section 83(b) election is attached to this Agreement as Exhibit A.

8. No Obligation to Continue as a Director. Neither the Plan nor this Agreement confers upon the Grantee any rights with respect to continuance as a Director.

9. Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grantee's Signature

Grantee's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT A**  
**Section 83(b) Election**

The undersigned hereby elects pursuant to §83(b) of the Internal Revenue Code of 1986, as amended, to include in gross income as compensation for services the excess (if any) of the fair market value of the shares described below over the amount paid for those shares.

1. The name, taxpayer identification number, address of the undersigned, and the taxable year for which this election is being made are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

Taxable Year: Calendar Year 20\_\_

2. The property which is the subject of this election is [number of unvested shares] shares of common stock of Eventbrite, Inc.

3. The property was transferred to the undersigned on [date of purchase/transfer].

4. The property is subject to the following restrictions:

The Shares will be subject to restrictions on transfer and risk of forfeiture upon termination of service relationship and in certain other events.

5. The fair market value of the property at time of transfer (determined without regard to any restrictions other than nonlapse restrictions as defined in §1.83-3(h) of the Income Tax Regulations) is \$[current FMV] per share x [number of unvested shares] shares = \$ \_\_\_\_.

6. For the property transferred, the undersigned paid \$[exercise price] per share x [number of unvested shares] shares = \$ \_\_\_\_.

7. The amount to include in gross income is \$[amount reported in Item 5 minus the amount reported in Item 6].

The undersigned taxpayer will file this election with the Internal Revenue Service Office with which the taxpayer files his or her annual income tax return not later than 30 days after the date of transfer of the property, at the IRS address listed for the taxpayer's state under "Are you not including a check or money order . . ." given in *Where Do You File* in the Instructions for Form 1040 and the Instructions for Form 1040A (which information can also be found at: <https://www.irs.gov/uac/where-to-file-addresses-for-taxpayers-and-tax-professionals>). A copy of the election will also be furnished to the person for whom the services were performed. The undersigned is the person performing services in connection with which the property was transferred.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Taxpayer

EXHIBIT J

**RESTRICTED STOCK UNIT AWARD AGREEMENT (DEFERRED)  
FOR NON-EMPLOYEE DIRECTORS  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee: \_\_\_\_\_  
No. of Restricted Stock Units: \_\_\_\_\_  
Grant Date: \_\_\_\_\_

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Class A Common Stock, par value \$[ \_\_\_\_\_ ] per share (the "Stock") of the Company. Reference is also made to the Rules and Conditions for the Eventbrite, Inc. Non-Employee Directors' Deferred Compensation Program (the "Program") and the Grantee's deferral election thereunder.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains in service as a member of the Board on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

Incremental Number of Restricted Stock Units Vested	Vesting Date
_____ ( ____ %)	_____
_____ ( ____ %)	_____
_____ ( ____ %)	_____
_____ ( ____ %)	_____

In the event of a Sale Event, 100% of the Restricted Stock Units shall become vested immediately prior to the consummation of such Sale Event. The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

3. Termination of Service as a Director. If the Grantee's service as a member of the Board terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

4. Issuance of Shares of Stock. The Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this

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Agreement on such date as specified in the Program in accordance with the terms and conditions of the Program and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan and Program. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan and the Program, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan and the Program, unless a different meaning is specified herein.

6. Section 409A of the Code. This Agreement is intended to be a compliant deferred compensation plan under Section 409A and shall be administered and interpreted in accordance with the requirements of Section 409A. If the Grantee is a specified employee (as defined in Section 409A of the Code) at the time of his or her separation from service and the Restricted Stock Units are settled on account of such separation from service, then the settlement shall be delayed for six months or until the Grantee's death, if earlier, to the extent required to avoid adverse taxation under Section 409A of the Code.

7. No Obligation to Continue as a Director. Neither the Plan nor this Award confers upon the Grantee any rights with respect to continuance as a Director.

8. Integration. This Agreement and the Program (including any elections thereunder) constitute the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

9. Tax Withholding. In the event that the Company is required to withhold taxes from the Grantee for taxable compensation relating to the issuance of shares of Stock in connection with this Award, unless otherwise approved by the Company, the Grantee shall, not later than the date as of which the transfer of shares of Stock pursuant to this Award becomes a taxable event for U.S. Federal income tax or other applicable withholding tax purposes, pay to the Company or make arrangements satisfactory to the Committee for payment of any Federal, state, local, non U.S., or other taxes required by law to be withheld on account of such taxable event. The Company shall have the authority to cause the required minimum tax withholding amount to be satisfied, in whole or in part, by withholding from shares of Stock to be issued to the Grantee a number of shares of Stock with an aggregate Fair Market Value that would satisfy the withholding amount due.

10. Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants, the Company, its subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional data, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Grantee (i) authorizes the Company to collect, process, register and transfer to the Relevant Companies all Relevant Information; (ii) waives any privacy rights the Grantee may have with respect to the Relevant Information; (iii) authorizes the Relevant Companies to store and transmit such information in electronic form; and (iv) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Grantee shall have access to, and the right to change, the Relevant Information. Relevant Information will only be used in accordance with applicable law.

11. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**EVENTBRITE, INC.**

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By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grantee's Signature

Grantee's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT K**

**GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT  
FOR COMPANY EMPLOYEES  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee: \_\_\_\_

No. of Restricted Stock Units: \_\_\_\_

Grant Date: \_\_\_\_

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan") and this Global Restricted Stock Unit Award Agreement, including any country-specific appendix attached hereto (together, the "Agreement"), Eventbrite, Inc. (the "Company") hereby grants an award of the number of Restricted Stock Units listed above (an "Award") to the Grantee named above. Each Restricted Stock Unit shall relate to one share of Class A Common Stock, par value \$ \_\_\_\_\_ per share (the "Stock") of the Company.

1. Restrictions on Transfer of Award. This Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Grantee, and any shares of Stock issuable with respect to the Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (i) the Restricted Stock Units have vested as provided in Paragraph 2 of this Agreement and (ii) shares of Stock have been issued to the Grantee in accordance with the terms of the Plan and this Agreement.

2. Vesting of Restricted Stock Units. The restrictions and conditions of Paragraph 1 of this Agreement shall lapse on the Vesting Date or Dates specified in the following schedule so long as the Grantee remains an employee of the Company or a Subsidiary on such Dates. If a series of Vesting Dates is specified, then the restrictions and conditions in Paragraph 1 shall lapse only with respect to the number of Restricted Stock Units specified as vested on such date.

<u>Incremental Number of Restricted Stock Units Vested</u>	<u>Vesting Date</u>
_____ ( ____ %)	_____
_____ ( ____ %)	_____
_____ ( ____ %)	_____
_____ ( ____ %)	_____

The Administrator may at any time accelerate the vesting schedule specified in this Paragraph 2.

3. Termination of Employment.

(a) If the Grantee's employment or service relationship with the Company and its Subsidiaries terminates for any reason (including death or disability) prior to the satisfaction of the vesting conditions set forth in Paragraph 2 above, any Restricted Stock Units that have not vested as of such date shall automatically and without notice terminate and be forfeited, and neither the Grantee nor any of his or her successors, heirs, assigns, or personal representatives will thereafter have any further rights or interests in such unvested Restricted Stock Units.

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(b) For purposes of the Restricted Stock Units, the Grantee's employment will be considered terminated as of the date the Grantee is no longer actively providing services to the Company or its Subsidiaries (regardless of the reason for such termination and whether or not later found to be invalid or in breach of labor laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, the Grantee's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Grantee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under labor laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any). The Administrator shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Restricted Stock Units (including whether the Grantee may still be considered to be providing services while on a leave of absence).

4. Issuance of Shares of Stock. As soon as practicable following each Vesting Date (but in no event later than two and one-half months after the end of the year in which the Vesting Date occurs), the Company shall issue to the Grantee the number of shares of Stock equal to the aggregate number of Restricted Stock Units that have vested pursuant to Paragraph 2 of this Agreement on such date and the Grantee shall thereafter have all the rights of a stockholder of the Company with respect to such shares.

5. Incorporation of Plan. Notwithstanding anything herein to the contrary, this Agreement shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

6. Tax Withholding.

(a) The Grantee acknowledges that, regardless of any action taken by the Company or, if different, any Subsidiary employing or retaining the Grantee (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of shares of Stock acquired pursuant to such settlement and the receipt of any dividends and/or Dividend Equivalent Rights; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; (ii) withholding from proceeds of the sale of shares of Stock acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization); (iii) withholding from shares of Stock to be issued to the Grantee upon settlement of the Restricted Stock Units, provided, however, that if the Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold in shares of Stock upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (i) and (ii) above; or (iv) any other method of withholding determined by the Company and permitted by applicable law.

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(c) Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates in the Grantee's jurisdiction(s), in which case the Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in shares of Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Stock subject to the vested Restricted Stock Units, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items.

(d) The Grantee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock, or the proceeds of the sale of shares of Stock, if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

7. **Section 409A of the Code.** This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the Award are exempt from the requirements of Section 409A of the Code as "short-term deferrals" as described in Section 409A of the Code.

8. **No Obligation to Continue Employment.** The grant of the Restricted Stock Units shall not be interpreted as forming or amending an employment contract with the Company or any Subsidiary (including the Employer), and shall not be construed as giving the Grantee the right to be retained in the employ of, or to continue providing services to, the Company or any Subsidiary (including the Employer). Neither the Plan nor this Agreement shall interfere in any way with the right of the Company or any Subsidiary to terminate the employment of the Grantee at any time.

9. **Integration.** This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

10. **Data Privacy Consent.** *By accepting the Restricted Stock Units via the Company's acceptance procedure, the Grantee is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described herein.*

(a) **Declaration of Consent.** *The Grantee understands that he or she needs to review the following information about the processing of the Grantee's personal data by or on behalf of the Company, the Employer and/or any Subsidiary as described in the Agreement and any other Restricted Stock Unit grant materials (the "Personal Data") and declare his or her consent. As regards the processing of the Grantee's Personal Data in connection with the Plan and the Agreement, the Grantee understands that the Company is the controller of the Grantee's Personal Data.*

(b) **Data Processing and Legal Basis.** *The Company collects, uses and otherwise processes Personal Data about the Grantee for the purposes of allocating shares of Stock and implementing, administering and managing the Plan. The Grantee understands that this Personal Data may include, without limitation, the Grantee's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company or its Subsidiaries, details of all Restricted Stock Units or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor. The legal basis for the processing of the Grantee's Personal Data will be the Grantee's consent.*

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(c) Stock Plan Administration Service Providers. The Grantee understands that the Company transfers the Grantee's Personal Data, or parts thereof, to E\*TRADE (and its affiliated companies), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Grantee's Personal Data with such different service provider that serves the Company in a similar manner. The Grantee understands and acknowledges that the Company's service provider will open an account for the Grantee to receive and trade shares of Stock acquired under the Plan and that the Grantee will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of the Grantee's ability to participate in the Plan.

(d) International Data Transfers. The Grantee understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan, such as the Company's service providers, are based in the United States. If the Grantee is located outside the United States, the Grantee understands and acknowledges that the Grantee's country has enacted data privacy laws that are different from the laws of the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. Otherwise, transfers of personal data from the EU to the United States can be made on the basis of Standard Contractual Clauses approved by the European Commission or other appropriate safeguards permissible under applicable law. If the Grantee is located in the EU or EEA, the Company may receive, process and transfer the Grantee's Personal Data onward to third-party service providers solely on the basis of appropriate data transfer agreements or other appropriate safeguards permissible under applicable law. If applicable, the Grantee understands that the Grantee can ask for a copy of the appropriate data processing agreements underlying the transfer of the Grantee's Personal Data by contacting the Grantee's local human resources representative. The Company's legal basis for the transfer of the Grantee's Personal Data is the Grantee's consent.

(e) Data Retention. The Grantee understands that the Company will use the Grantee's Personal Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, the Grantee understands and acknowledges that the Company's legal basis for the processing of the Grantee's Personal Data would be compliance with the relevant laws or regulations or the pursuit by the Company of respective legitimate interests not outweighed by the Grantee's interests, rights or freedoms. When the Company no longer needs the Grantee's Personal Data for any of the above purposes, the Grantee understands the Company will remove it from its systems.

(f) Voluntariness and Consequences of Denial/Withdrawal of Consent. The Grantee understands that the Grantee's participation in the Plan and the Grantee's consent is purely voluntary. The Grantee may deny or later withdraw the Grantee's consent at any time, with future effect and for any or no reason. If the Grantee denies or later withdraws the Grantee's consent, the Company can no longer offer the Grantee participation in the Plan or offer other awards to the Grantee or administer or maintain such awards and the Grantee would no longer be able to participate in the Plan. The Grantee further understands that denial or withdrawal of the Grantee's consent would not affect the Grantee's status or salary as an employee or the Grantee's career and that the Grantee would merely forfeit the opportunities associated with the Plan.

(g) Data Subject Rights. The Grantee understands that data subject rights regarding the processing of personal data vary depending on the applicable law and that, depending on where the Grantee is based and subject to the conditions set out in the applicable law, the Grantee may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about the Grantee and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about the Grantee that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of the Grantee's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of the Grantee's Personal Data in certain

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situations where the Grantee feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of the Grantee's Personal Data that the Grantee has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or the Grantee's employment and is carried out by automated means. In case of concerns, the Grantee understands that the Grantee may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of, the Grantee's rights the Grantee understands that the Grantee should contact the Grantee's local human resources representative.

(h) Alternate Basis and Additional Consents. Finally, the Grantee understands that the Company may rely on a different basis for the processing or transfer of Personal Data in the future and/or request that the Grantee provide another data privacy consent. If applicable, the Grantee agrees that upon request of the Company or the Employer, the Grantee will provide an executed acknowledgement or data privacy consent form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Employer.

11. Nature of Grant. In accepting the grant of Restricted Stock Units, the Grantee acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) the grant of the Restricted Stock Units is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;
  - (c) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;
  - (d) the Grantee is voluntarily participating in the Plan;
  - (e) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
  - (f) unless otherwise agreed with the Company, the Restricted Stock Units and the shares of Stock subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service the Grantee may provide as a director of a Subsidiary;
  - (g) the Restricted Stock Units and any shares of Stock subject to the Restricted Stock Units and the income from and value of same, are not part of normal or expected compensation for purposes of, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;
  - (h) the future value of the shares of Stock underlying the Restricted Stock Units is unknown, indeterminable, and cannot be predicted with certainty;
  - (i) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of the Grantee's employment (for any reason whatsoever, whether or not later found to be invalid or in breach of labor laws in the jurisdiction where the Grantee is employed or the terms of the Grantee's employment agreement, if any);
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(j) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by the Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Stock of the Company; and

(k) neither the Company, the Employer nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Grantee pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any shares of Stock acquired upon settlement.

12. Appendix. If the Grantee resides in a country outside the United States or is otherwise subject to the laws of a country other than the United States, the Restricted Stock Units shall be subject to the additional terms and conditions set forth in any Appendix to this Agreement for the Grantee's country, if any. Moreover, if the Grantee relocates to one of the countries included in the Appendix during the life of the Restricted Stock Units, the terms and conditions for such country shall apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

13. Language. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement. If the Grantee has received this Agreement, or any other documents related to the Restricted Stock Units and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

14. Notices. Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

15. Modifications and Waivers. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Grantee and by an authorized officer of the Company (other than the Grantee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

16. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State, without regard to such state's conflict of laws provisions.

17. Venue. Unless the Grantee and the Company and/or the Employer have agreed otherwise in a separate written alternative dispute resolution agreement, for purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Restricted Stock Units or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, where this grant is made and/or to be performed, and no other courts.

18. Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

19. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Restricted Stock Units and the shares of Stock acquired upon settlement of the Restricted Stock Units, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Grantee to accept any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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20. Electronic Delivery and Acceptance of Documents. The Grantee agrees to accept by email all documents relating to the Company, the Plan or these Restricted Stock Units and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the U.S. Securities and Exchange Commission). The Grantee also agrees that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the electronic acceptance procedure established and maintained by the Company or a third party designated by the Company. If the Company posts these documents on a website, it shall notify the Grantee by email of their availability. The Grantee acknowledges that he or she may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with his or her ability to access the documents. This consent shall remain in effect until the Restricted Stock Units expire or until the Grantee gives the Company written notice that it should deliver paper documents.

21. Insider Trading Restrictions / Market Abuse Laws. By accepting the Restricted Stock Units, the Grantee acknowledges that he or she is bound by all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges that, depending on the Grantee's or his or her broker's country of residence or where the shares of Stock are listed, he or she may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of shares of Stock, rights to shares of Stock ( e.g. , Restricted Stock Units) or rights linked to the value of shares of Stock under the Plan during such times as the Grantee is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy as may be in effect from time to time. The Grantee acknowledges that it is the Grantee's responsibility to comply with any applicable restrictions, and the Grantee should speak to his or her personal advisor on this matter.

22. Foreign Asset/Account, Exchange Control and Tax Reporting. Depending on the Grantee's country, the Grantee may be subject to foreign asset/account, exchange control, tax reporting or other requirements which may affect the Grantee's ability acquire or hold Restricted Stock Units or shares of Stock under the Plan or cash received from participating in the Plan (including dividends and the proceeds arising from the sale of shares of Stock) in a brokerage/bank account outside the Grantee's country. The applicable laws of the Grantee's country may require that he or she report such Restricted Stock Units, shares of Stock, accounts, assets or transactions to the applicable authorities in such country and/or repatriate funds received in connection with the Plan to the Grantee's country within a certain time period or according to certain procedures. The Grantee acknowledges that he or she is responsible for ensuring compliance with any applicable requirements and should consult his or her personal legal advisor to ensure compliance with applicable laws.

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EVENTBRITE, INC.

By: \_\_\_\_\_ Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

By: \_\_\_\_\_ Grantee's Signature

Grantee's name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX**

**GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT  
FOR COMPANY EMPLOYEES  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Capitalized terms used but not defined in this Appendix shall have the same meanings assigned to them in the Plan and/or the Global Restricted Stock Unit Award Agreement.

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Restricted Stock Units if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or the Grantee transfers employment or residency to a different country after the Restricted Stock Units are granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will apply to the Grantee.

***Notifications***

This Appendix also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of February 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information noted herein as the only source of information relating to the consequences of participation in the Plan because the information may be out-of-date at the time the Grantee vests in the Restricted Stock Units or sells any shares of Stock acquired under the Plan.

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In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee is strongly advised to seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment or residency to a different country after the Restricted Stock Units are granted, the notifications contained in this Appendix may not be applicable to the Grantee in the same manner.

## **ARGENTINA**

### ***Terms and Conditions***

Nature of Grant. The following provision supplements Paragraph 11 of the Global Restricted Stock Unit Award Agreement:

In accepting the grant of Restricted Stock Units, the Grantee acknowledges and agrees that the grant of Restricted Stock Units is made by the Company (not the Employer) in its sole discretion and that the value of any Restricted Stock Units or shares of Stock acquired under the Plan shall not constitute salary or wages for any purpose under Argentine law, including the calculation of (i) any labor benefits including, but not limited to, vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, or (ii) any termination or severance indemnities.

If, notwithstanding the foregoing, any benefits awarded under the Plan are considered for purposes of calculating any termination or severance indemnities, the Grantee acknowledges and agrees that such benefits shall accrue no more frequently than on an annual basis.

### ***Notifications***

Securities Law Information. Neither the Restricted Stock Units nor the shares of Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, they have not been and will not be registered with the Argentine Securities Commission ( *Comisión Nacional de Valores* or " *CNV* "). Neither this nor any other offering material related to the Restricted Stock Units nor the underlying shares of Stock may be utilized in connection with any general offering to the public in Argentina. Argentine residents who acquire Restricted Stock Units under the Plan do so according to the terms of a private offering made from outside Argentina.

Exchange Control Information. Please note that exchange control regulations in Argentina are subject to frequent change. The Grantee is solely responsible for complying with any and all Argentine currency exchange restrictions, approvals and reporting requirements in connection with the Grantee's participation in the Plan. The Grantee should consult with the Grantee's personal legal advisor to ensure compliance with the applicable requirements.

Foreign Asset / Account Reporting Information. Argentine residents must report any shares of Stock they may hold on December 31st of each year on their annual tax return for that year. Argentine residents should consult with their personal tax advisor to ensure compliance with all applicable reporting requirements.

## **AUSTRALIA**

### ***Notifications***

Securities Law Information. The offer of the Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, ASIC Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of Restricted Stock Units to Australian Resident Employees, a copy of which is attached to the end of this section for Australia as Annex 1.

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Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “Act”) applies (subject to the conditions in that Act).

**ANNEX 1**

***OFFER DOCUMENT***

**EVENTBRITE, INC. 2018 STOCK OPTION  
AND INCENTIVE PLAN**

**OFFER OF RESTRICTED STOCK UNITS  
TO AUSTRALIAN RESIDENT EMPLOYEES**

The Company is pleased to provide the Grantee with this offer to participate in the Plan. This offer sets out information regarding the grant of Restricted Stock Units to Australian resident employees of the Company and its Subsidiaries. This offer is provided by the Company to ensure compliance of the Plan with Australian Securities and Investments Commission (“ASIC”) Class Order 14/1000 and relevant provisions of the Corporations Act 2001.

In addition to the information set out in the Agreement, the Grantee is also being provided with copies of the following documents:

1. The Plan;
2. The Plan Prospectus; and
3. Employee Information Supplement for Australia

(collectively, the “Additional Documents”).

The Additional Documents provide further information to help the Grantee make an informed investment decision about participating in the Plan. Neither the Plan nor the Plan Prospectus is a prospectus for the purposes of the Corporations Act 2001.

The Grantee should not rely upon any oral statements made in relation to this offer. The Grantee should rely only upon the statements contained in the Agreement and the Additional Documents when considering participation in the Plan.

**Securities Law Notification**

Investment in shares of Stock involves a degree of risk. Grantees who elect to participate in the Plan should monitor their participation and consider all risk factors relevant to the acquisition of shares of Stock under the Plan as set out in the Agreement and the Additional Documents.

The information contained in this offer is general information only. It is not advice or information that takes into account the Grantee’s objectives, financial situation and needs.

The Grantee should consider obtaining his or her own financial product advice from an independent person who is licensed by ASIC to give advice about participation in the Plan.

**Additional Risk Factors for Australian Residents**

The Grantee should have regard to risk factors relevant to investment in securities generally and, in particular, to the holding of shares of Stock. For example, the price at which the shares of Stock are traded on the New York Stock Exchange may increase or decrease due to a number of factors. There is no guarantee that the price of the shares of

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Stock will increase. Factors which may affect the price of the shares of Stock include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.

In addition, the Grantee should be aware that the Australian dollar value of any shares of Stock acquired pursuant to the Award will be affected by the U.S. dollar/Australian dollar exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.

**Common Stock**

Common Stock of a U.S. corporation is analogous to ordinary shares of an Australian corporation. Each holder of a share of Stock is entitled to one vote for each share of Stock held.

Dividends may be paid on the shares of Stock out of any funds of the Company legally available for dividends at the discretion of the Board.

The Stock is traded on the New York Stock Exchange in the United States of America under the symbol "EB."

The shares of Stock are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.

**Ascertaining the Market Price of Shares**

The Grantee may ascertain the current market price of the Stock as traded on the New York Stock Exchange at <http://www.nyse.com> under the symbol "EB." The Australian dollar equivalent of that price can be obtained at:

<http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

*This is not a prediction of what the market price of the Stock will be on any applicable Vesting Date or when shares of Stock are issued to the Grantee or at any other time or of the applicable exchange rate at such time.*

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## **BELGIUM**

### ***Notifications***

Foreign Asset/Account Reporting Information. The Grantee must report any securities ( e.g. , shares of Stock acquired under the Plan) or bank or brokerage accounts opened and maintained outside Belgium on the Grantee's annual tax return. In a separate report, the Grantee is required to report to the National Bank of Belgium the details of such accounts opened and maintained outside Belgium. This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be), under the Kredietcentrales / Centrales des crédits caption.

## **BRAZIL**

### ***Terms and Conditions***

Nature of Grant. This provision supplements Paragraph 11 of the Global Restricted Stock Unit Award Agreement:

By accepting the grant of the Restricted Stock Units, the Grantee acknowledges that (i) the Grantee is making an investment decision, (ii) the Restricted Stock Units will only vest if the vesting conditions are met and any necessary services are rendered by the Grantee over the applicable vesting period, and (iii) the value of the underlying shares of Stock is not fixed and may increase or decrease without compensation to the Grantee.

Further, the Grantee acknowledges and agrees that, for all legal purposes, (i) any benefits the Grantee acquires under the Plan are unrelated to his or her employment or service, (ii) the Plan is not a part of the terms and conditions of the Grantee's employment or service, and (iii) the Grantee's income from participation in the Plan, if any, is not part of his or her remuneration from employment or service.

Compliance with Law. The Grantee must comply with applicable Brazilian laws and is responsible for paying any and all applicable taxes associated with the Restricted Stock Units, the receipt of any dividends, the payment of any Dividend Equivalent Rights and the sale of shares of Stock acquired under the Plan.

### ***Notifications***

Foreign Asset/Account Reporting Information. A Grantee resident or domiciled in Brazil will be required to submit an annual declaration of assets and rights held outside Brazil, including any shares of Stock acquired under the Plan, to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US\$100,000. More frequent reporting is required if the aggregate value of such assets and rights exceeds US\$100,000,000.

Tax on Financial Transactions. The repatriation of proceeds from the sale of shares of Stock or the payment of any dividends or Dividend Equivalent Rights into Brazil and the conversion of such amounts into Brazilian currency may be subject to the Tax on Financial Transactions. *The Grantee should consult with his or her personal tax advisor for additional details.*

## **CANADA**

### ***Terms and Conditions***

Award Payable Only in Shares. Notwithstanding anything to the contrary in Section 8(a) of the Plan, the Restricted Stock Units shall be paid in shares of Stock only and do not provide the Grantee with any right to receive a cash payment.

Termination of Service. The following provision replaces Paragraph 3(b) of the Global Restricted Stock Unit Award Agreement:

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For purposes of the Restricted Stock Units, the date of the Grantee's termination of employment shall be the date that is the earliest of (i) the date on which the Grantee's employment is terminated, (ii) the date that the Grantee receives notice of termination of the Grantee's employment, or (iii) the date the Grantee is no longer actively providing services to the Company or any Subsidiary, regardless of any notice period or period of pay in lieu of such notice required under applicable employment laws in the jurisdiction where the Grantee is employed or providing services (including, but not limited to statutory law, regulatory law and/or common law) or the terms of the Grantee's employment agreement, if any. The Administrator shall have the exclusive discretion to determine when the Grantee is no longer actively providing services for purposes of the Restricted Stock Units (including whether the Grantee may still be considered to be providing services while on a leave of absence).

*The following terms and conditions apply to employees resident in Quebec:*

**Language.** The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.*

**Data Privacy.** The Grantee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or non-professional, involved in the administration and operation of the Plan. The Grantee further authorizes the Company and any Subsidiary and the Administrator to disclose and discuss the Plan with their advisors and to record all relevant information and keep such information in the Grantee's employee file.

#### **Notifications**

**Securities Law Information.** The Grantee is permitted to sell shares of Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided the resale of shares of Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the Stock is listed. The Stock is currently listed on the NYSE.

**Foreign Asset/Account Reporting Information.** Canadian residents are required to report any foreign specified property held outside Canada (including Restricted Stock Units and shares of Stock acquired under the Plan) annually on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C\$100,000 at any time during the year. Thus, if the C\$100,000 cost threshold is exceeded by other foreign specified property held by the individual, Restricted Stock Units must be reported (generally at a nil cost). For purposes of such reporting, shares of Stock acquired under the Plan may be reported at their adjusted cost bases. The adjusted cost basis of a share of Stock is generally equal to the fair market value of such share at the time of acquisition; however, if the Grantee owns other shares of Stock ( e.g. , acquired under other circumstances or at another time), the adjusted cost basis may have to be averaged with the adjusted cost bases of the other shares of Stock. *The Grantee should consult his or her personal legal advisor to ensure compliance with applicable reporting obligations.*

#### **GERMANY**

##### **Notifications**

**Exchange Control Information.** German residents must electronically report cross-border payments in excess of €12,500 to the German Federal Bank ( *Bundesbank* ) on a monthly basis. In case of payments in connection with securities (including any Dividend Equivalent Rights and proceeds realized upon the sale of shares of Stock or the receipt of any dividends), the report must be made by the 5th day of the month following the month in which the

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payment was received. The form of report (“*Allgemeines Meldeportal Statistik*”) can be accessed via the Bundesbank’s website ([www.bundesbank.de](http://www.bundesbank.de)). *The Grantee should consult his or her personal advisor to ensure compliance with applicable reporting obligations.*

**Foreign Asset/Account Reporting Information.** If the Grantee’s acquisition of shares of Stock under the Plan leads to a so-called qualified participation at any point during the calendar year, the Grantee will need to report the acquisition when the Grantee files his or her tax return for the relevant year. A qualified participation is attained if (i) the value of the shares of Stock acquired exceeds €150,000 or (ii) in the unlikely event the Grantee holds shares of Stock exceeding 10% of the total capital of the Company.

## **IRELAND**

There are no country-specific provisions.

## **NETHERLANDS**

There are no country-specific provisions.

## **NEW ZEALAND**

### ***Notifications***

**WARNING:** This is an offer of rights to receive shares of Stock underlying the Restricted Stock Units. The shares of Stock, if issued, give the Grantee a stake in the ownership of the Company. The Grantee may receive a return if dividends are paid on the shares of Stock.

If the Company runs into financial difficulties and is wound up, the Grantee will be paid only after all creditors and holders of preferred shares have been paid. The Grantee may lose some or all of his or her investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, the Grantee may not be given all the information usually required. The Grantee will also have fewer other legal protections for this investment.

The Grantee should ask questions, read all documents carefully, and seek independent financial advice before committing himself or herself.

The shares of Stock are quoted or approved for trading on the NYSE. This means that, if the Grantee vests in Restricted Stock Units and shares of Stock are issued to the Grantee, the Grantee can sell his or her investment on the NYSE if there are buyers for it. If the Grantee sells his or her investment, the price he or she receives may vary depending on factors such as the financial condition of the Company. The Grantee may receive less than the full amount that he or she paid for it, if anything.

For information on risk factors impacting the Company’s business that may affect the value of the shares of Stock, the Grantee should refer to the risk factors discussion in the Company’s annual and quarterly reports, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on the Company’s intranet.

For more details on the terms and conditions of the Restricted Stock Units, please refer to the Agreement, the Plan and the prospectus which can be obtained free of charge on request via email to [stock@eventbrite.com](mailto:stock@eventbrite.com).

As noted above, the Grantee should carefully read the materials provided before making a decision whether to participate in the Plan. The Grantee should also contact his or her tax advisor for specific information concerning Grantee’s personal tax situation with regard to Plan participation.

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## SPAIN

### *Terms and Conditions*

Nature of Grant. This provision supplements Paragraph 11 of the Global Restricted Stock Unit Award Agreement:

In accepting the grant of Restricted Stock Units, the Grantee consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan. The Grantee understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Restricted Stock Units under the Plan to individuals who may be employees of the Company or any Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Subsidiary. Consequently, the Grantee understands that the Restricted Stock Units are granted on the assumption and condition that the Restricted Stock Units and the shares of Stock issued upon settlement of the Restricted Stock Units shall not become a part of any employment contract (either with the Company or Subsidiary) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever.

As a condition of the grant of the Restricted Stock Units, unless otherwise provided in the Agreement or by the Company, the Grantee's termination of employment for any reason will automatically result in the forfeiture and loss of the shares of Stock subject to the unvested portion of the Restricted Stock Units. In particular, and without limitation to the provisions of the Plan, the Grantee understands and agrees that any unvested portion of the Restricted Stock Units as of the date of the Grantee's termination of employment will be cancelled without entitlement to the underlying shares of Stock or to any amount as indemnification if the Grantee terminates employment by reason of, including, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause (*i.e.*, subject to a "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, and/or Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.

Finally, the Grantee understands that this grant would not be made to the Grantee but for the assumptions and conditions referred to herein; thus, the Grantee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Restricted Stock Units shall be null and void.

### *Notifications*

Securities Law Information. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement and the Plan have not been nor will they be registered with the Comisión Nacional del Mercado de Valores (the Spanish securities regulator), and none of these documents constitutes a public offering prospectus.

Exchange Control Information. The Grantee must declare the acquisition, ownership and disposition of shares of Stock to the Dirección General de Comercio Internacional e Inversiones (the "DGCI") of the Ministry of Economy and Competitiveness for statistical purposes. Generally, the declaration must be filed in January for shares of Stock acquired or disposed of during the prior year and/or for shares of Stock owned as of December 31 of the prior year; however, if the value of the shares of Stock acquired under the Plan or the amount of the sale proceeds exceeds €1,502,530 (or if the Grantee holds 10% or more of the share capital of the Company), the declaration must be filed within one month of the acquisition or disposition, as applicable.

In addition, the Grantee may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Stock made to the

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Grantee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

Foreign Asset/Account Reporting Information. The Grantee may be subject to certain tax reporting requirements with respect to assets or rights that the Grantee holds outside Spain, including bank accounts, securities and real estate if the aggregate value for each particular category of assets exceeds €50,000 as of December 31 each year. Unvested awards (e.g., Restricted Stock Units) are not considered assets or rights for purposes of this reporting requirement. If applicable, the Grantee must report the assets on Form 720 by no later than March 31 following the end of the relevant year. After the rights and/or assets are initially reported, the reporting obligation will only apply if the value of previously-reported rights or assets increases by more than €20,000 as of each subsequent December 31 and/or if the Grantee disposes of previously-reported rights or assets. *The Grantee should consult his or her personal advisor to ensure compliance with applicable reporting obligations.*

## **UNITED KINGDOM**

### ***Terms and Conditions***

Responsibility for Taxes. The following provisions supplement Paragraph 6 of the Global Restricted Stock Unit Award Agreement:

Without limitation to Paragraph 6 of this Agreement, the Grantee agrees that the Grantee is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or, if different, the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Grantee also agrees to indemnify and keep indemnified the Company or the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Grantee's behalf.

Notwithstanding the foregoing, if the Grantee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. In such case, if the amount of any income tax due is not collected from or paid by the Grantee within 90 days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income taxes may constitute a benefit to the Grantee on which additional income tax and national insurance contributions ("NICs") may be payable. The Grantee will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which the Company or the Employer may recover from the Grantee by any of the means referred to in Paragraph 6 of this Agreement.

Joint Election for Transfer of Liability for Employer National Insurance Contributions. As a condition of the Grantee's participation in the Plan, the Grantee agrees to accept liability for any secondary Class 1 NICs which may be payable by the Employer in connection with any event giving rise to Tax-Related Items in relation to the Restricted Stock Units (the "Employer NICs"). Without prejudice to the foregoing, the Grantee agrees to execute a joint election with the Company or the Employer (a "Joint Election"), the form of such Joint Election being formally approved by HMRC, and any other consent or elections required to accomplish the transfer of the Employer NICs to the Grantee. The Grantee further agrees to execute such other elections as may be required by any successor to the Company and/or the Employer for the purpose of continuing the effectiveness of the Grantee's Joint Election. The Grantee further agrees that the Company and/or the Employer may collect the Employer NICs from the Grantee by any of the means set forth in Paragraph 6 of this Agreement. The Grantee must enter into the Joint Election attached to this Appendix concurrent with the acceptance of this Agreement.

If the Grantee does not enter into a Joint Election prior to the Vesting Date, the Grantee will not be entitled to vest in his or her Restricted Stock Units and no shares of Stock will be issued to the Grantee in respect of the Plan, without any liability to the Company or the Employer.

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**Important Note on the Election to Transfer Employer National Insurance Contributions**

As a condition of the Grantee's participation in the Plan, the Grantee is required to enter into an election to transfer to the Grantee any liability for employer's secondary Class 1 National Insurance Contributions ("Employer's NICs") that may arise in connection with the Grantee's participation in the Plan (the "Election").

By entering into the Election:

- the Grantee agrees that any Employer's NICs liability that may arise in connection with the Grantee's participation in the Plan will be transferred to the Grantee;
- the Grantee authorises the Employer and the Company to recover an amount sufficient to cover this liability by such methods including, but not limited to, deductions from the Grantee's salary or other payments due or the sale of sufficient shares of Stock acquired pursuant to the Grantee's Restricted Stock Units; and
- the Grantee acknowledges that even if the Grantee has clicked on the "ACCEPT" box where indicated, the Company or the Employer may still require the Grantee to sign a paper copy of this Election (or a substantially similar form) if the Company or the Employer determines such is necessary to give effect to the Election.

Clicking on the "ACCEPT" box indicates the Grantee's acceptance of the Election. The Grantee should read the terms of the Election carefully before accepting the Election.

The Grantee should print and keep a copy of the Election for his or her records.

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**Joint Election for Transfer of Liability for**

**Employer National Insurance Contributions to Employee**

**Election To Transfer the Employer's National Insurance Liability to the Employee**

*This Election is between :*

- A. The individual who has obtained authorised access to this Election (the “ **Employee** ”), who is employed by one of the employing companies listed in the attached schedule (the “ **Employer** ”) and who is eligible to receive restricted stock units (the “ **Restricted Stock Units** ”) pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan (the “ **Plan** ”), and
- B. Eventbrite, Inc., with its registered office at 155 5th St, 7th Floor, San Francisco, CA 94103 (the “ **Company** ”), which may grant Restricted Stock Units under the Plan and is entering into this Election on behalf of the Employer.

1. **Introduction**

1.1 This Election relates to all Restricted Stock Units granted to the Employee under the Plan on or after August 22, 2018 up to the termination date of the Plan.

1.2 In this Election the following words and phrases have the following meanings:

- (a) “ **Chargeable Event** ” means any event giving rise to Relevant Employment Income.
  - (b) “ **ITEPA** ” means the Income Tax (Earnings and Pensions) Act 2003.
  - (c) “ **Relevant Employment Income** ” from Restricted Stock Units on which Employer's National Insurance Contributions becomes due is defined as:
    - (i) an amount that counts as employment income of the earner under section 426 ITEPA (restricted securities: charge on certain post-acquisition events);
    - (ii) an amount that counts as employment income of the earner under section 438 of ITEPA (convertible securities: charge on certain post-acquisition events); or
    - (iii) any gain that is treated as remuneration derived from the earner's employment by virtue of section 4(4)(a) SSCBA, including without limitation:
      - (A) the acquisition of securities pursuant to the Restricted Stock Units (within the meaning of section 477(3)(a) of ITEPA);
      - (B) the assignment (if applicable) or release of the Restricted Stock Units in return for consideration (within the meaning of section 477(3)(b) of ITEPA);
      - (C) the receipt of a benefit in connection with the Restricted Stock Units, other than a benefit within (i) or (ii) above (within the meaning of section 477(3)(c) of ITEPA).
  - (d) “ **SSCBA** ” means the Social Security Contributions and Benefits Act 1992.
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- 1.3 This Election relates to the Employer's secondary Class 1 National Insurance Contributions (the " **Employer's Liability** ") which may arise in respect of Relevant Employment Income in respect of the Restricted Stock Units pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.
- 1.4 This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA, or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.
- 1.5 This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).

2. **The Election**

The Employee and the Company jointly elect that the entire liability of the Employer to pay the Employer's Liability that arises on any Relevant Employment Income is hereby transferred to the Employee. The Employee understands that, by electronically accepting this Election, he or she will become personally liable for the Employer's Liability covered by this Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 of the SSCBA.

3. **Payment of the Employer's Liability**

- 3.1 The Employee hereby authorises the Company and/or the Employer to collect the Employer's Liability in respect of any Relevant Employment Income from the Employee at any time after the Chargeable Event:
- (i) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Chargeable Event; and/or
  - (ii) directly from the Employee by payment in cash or cleared funds; and/or
  - (iii) by arranging, on behalf of the Employee, for the sale of some of the securities which the Employee is entitled to receive in respect of the Restricted Stock Units, the proceeds from which must be delivered to the Employer in sufficient time for payment to be made to Her Majesty's Revenue & Customs (" **HMRC** ") by the due date; and/or
  - (iv) where the proceeds of the gain are to be paid through a third party, the Employee will authorize that party to withhold an amount from the payment or to sell some of the securities which the Employee is entitled to receive in respect of the Restricted Stock Units, such amount to be paid in sufficient time to enable the Company and/or the Employer to make payment to HMRC by the due date; and/or
  - (v) by any other means specified in the applicable Restricted Stock Unit agreement entered into between the Employee and the Company.
- 3.2 The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities to the Employee in respect of the Restricted Stock Units until full payment of the Employer's Liability is received.
- 3.3 The Company agrees to procure the remittance by the Employer of the Employer's Liability to HMRC on behalf of the Employee within 14 days after the end of the UK tax month during which the
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Chargeable Event occurs (or within 17 days after the end of the UK tax month during which the Chargeable Event occurs if payments are made electronically).

4. **Duration of Election**

- 4.1 The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer's Liability becomes due.
- 4.2 Any reference to the Company and/or the Employer shall include that entity's successors in title and assigns as permitted in accordance with the terms of the Plan and relevant award agreement. This Election will continue in effect in respect of any awards which replace the Restricted Stock Units in circumstances where section 483 of ITEPA applies.
- 4.3 This Election will continue in effect until the earliest of the following:
- (i) the date on which the Employee and the Company agree in writing that it should cease to have effect;
  - (ii) the date on which the Company serves written notice on the Employee terminating its effect;
  - (iii) the date on which HMRC withdraws approval of this Election; or
  - (iv) the date on which, after due payment of the Employer's Liability in respect of the entirety of the Restricted Stock Units to which this Election relates or could relate, the Election ceases to have effect in accordance with its own terms.
- 4.4 This Election will continue in force regardless of whether the Employee ceases to be an employee of the Employer.

**Acceptance by the Employee**

**The Employee acknowledges that, by clicking on the "ACCEPT" box, the Employee agrees to be bound by the terms of this Election.**

**Acceptance by the Company**

**The Company acknowledges that, by signing this Election or arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.**

Signature for and on  
behalf of the Company

Position

Date

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**Schedule of Employer Companies**

The employing company to which this Election relates is:

Name	Eventbrite UK Limited
Registered Office:	90 High Holborn, London WC1V 6XX, United Kingdom
Company Registration Number:	7644044
Corporation Tax Reference:	623 70711 10736
PAYE Reference:	475/LA60186

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**UNITED STATES**

There are no country-specific terms and conditions.

**EXHIBIT L**

**GLOBAL UNRESTRICTED STOCK AWARD AGREEMENT  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Name of Grantee: \_\_\_

No. of Restricted Stock Units: \_\_\_

Grant Date: \_\_\_

Pursuant to the Eventbrite, Inc. 2018 Stock Option and Incentive Plan as amended through the date hereof (the "Plan"), Eventbrite, Inc. (the "Company") hereby grants an Unrestricted Stock Award (an "Award") to the Grantee named above. Upon issuance of this Award, the Grantee shall receive the number of shares of Class A Common Stock, par value \$0.00001 per share (the "Stock") of the Company specified above, subject to the restrictions and conditions set forth herein and in the Plan. The Company acknowledges the receipt from the Grantee of consideration with respect to the par value of the Stock in the form of past or future services rendered to the Company by the Grantee or such other form of consideration as is acceptable to the Administrator.

Award. The shares of Stock awarded hereunder shall be issued and held by the Company's transfer agent in book entry form, and the Grantee's name shall be entered as the stockholder of record on the books of the Company. Thereupon, the Grantee shall have all the rights of a stockholder with respect to such shares including voting and dividend rights, subject, however, to the restrictions and conditions specified in Paragraph 3 below. The Grantee shall sign and deliver to the Company a copy of this Award Agreement.

Incorporation of Plan. Notwithstanding anything herein to the contrary, this Award shall be subject to and governed by all the terms and conditions of the Plan, including the powers of the Administrator set forth in Section 2(b) of the Plan. Capitalized terms in this Agreement shall have the meaning specified in the Plan, unless a different meaning is specified herein.

Transferability.

This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

Grantee shall not sell or otherwise transfer or dispose of any shares subject to the Award (including, without limitation, pursuant to Rule 144 under the Securities Act) held by him or her for 14 days after the Grant Date.

Integration. This Agreement constitutes the entire agreement between the parties with respect to this Award and supersedes all prior agreements and discussions between the parties concerning such subject matter.

Tax Withholding.

The Grantee acknowledges that, regardless of any action taken by the Company or, if different, any Subsidiary employing or retaining the Grantee (the "Employer"), the ultimate liability for all income tax, social

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insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to the Grantee's participation in the Plan and legally applicable to the Grantee ("Tax-Related Items"), is and remains the Grantee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Grantee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant of the Award and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Grantee is subject to Tax-Related Items in more than one jurisdiction, the Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Grantee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Grantee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (i) withholding from the Grantee's wages or other cash compensation paid to the Grantee by the Company and/or the Employer; (ii) withholding from proceeds of the sale of shares of Stock subject to the Award either through a voluntary sale or through a mandatory sale arranged by the Company (on the Grantee's behalf pursuant to this authorization); (iii) withholding from shares of Stock to be issued to the Grantee in connection with the Award, provided, however, that if the Grantee is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold in shares of Stock upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (i) and (ii) above; or (iv) any other method of withholding determined by the Company and permitted by applicable law.

Depending on the withholding method, the Company and/or the Employer may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates in the Grantee's jurisdiction(s), in which case the Grantee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in shares of Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Stock, for tax purposes, the Grantee is deemed to have been issued the full number of shares of Stock subject to the Award, notwithstanding that a number of the shares of Stock are held back solely for the purpose of paying the Tax-Related Items.

The Grantee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Grantee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Stock, or the proceeds of the sale of shares of Stock, if the Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

**Data Privacy Consent.** *By accepting the Award via the Company's acceptance procedure, the Grantee is declaring that he or she agrees with the data processing practices described herein and consents to the collection, processing and use of Personal Data (as defined below) by the Company and the transfer of Personal Data to the recipients mentioned herein, including recipients located in countries which do not adduce an adequate level of protection from a European (or other non-U.S.) data protection law perspective, for the purposes described herein.*

**Declaration of Consent.** *The Grantee understands that he or she needs to review the following information about the processing of the Grantee's personal data by or on behalf of the Company, the Employer and/or any Subsidiary as described in the Agreement and any other Award materials (the "Personal Data") and declare his or her consent. As regards the processing of the Grantee's Personal Data in connection with the Plan and the Agreement, the Grantee understands that the Company is the controller of the Grantee's Personal Data.*

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**Data Processing and Legal Basis.** The Company collects, uses and otherwise processes Personal Data about the Grantee for the purposes of allocating shares of Stock and implementing, administering and managing the Plan. The Grantee understands that this Personal Data may include, without limitation, the Grantee's name, home address and telephone number, email address, date of birth, social insurance number, passport number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company or its Subsidiaries, details of all Awards or any other entitlement to shares of stock or equivalent benefits awarded, canceled, exercised, vested, unvested or outstanding in the Grantee's favor. The legal basis for the processing of the Grantee's Personal Data will be the Grantee's consent.

**Stock Plan Administration Service Providers.** The Grantee understands that the Company transfers the Grantee's Personal Data, or parts thereof, to E\*TRADE (and its affiliated companies), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Grantee's Personal Data with such different service provider that serves the Company in a similar manner. The Grantee understands and acknowledges that the Company's service provider will open an account for the Grantee to receive and trade shares of Stock acquired under the Plan and that the Grantee will be asked to agree on separate terms and data processing practices with the service provider, which is a condition of the Grantee's ability to participate in the Plan.

**International Data Transfers.** The Grantee understands that the Company and, as of the date hereof, any third parties assisting in the implementation, administration and management of the Plan, such as the Company's service providers, are based in the United States. If the Grantee is located outside the United States, the Grantee understands and acknowledges that the Grantee's country has enacted data privacy laws that are different from the laws of the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies solely if and to the extent that companies self-certify and remain self-certified under the EU/U.S. Privacy Shield program. Otherwise, transfers of personal data from the EU to the United States can be made on the basis of Standard Contractual Clauses approved by the European Commission or other appropriate safeguards permissible under applicable law. If the Grantee is located in the EU or EEA, the Company may receive, process and transfer the Grantee's Personal Data onward to third-party service providers solely on the basis of appropriate data transfer agreements or other appropriate safeguards permissible under applicable law. If applicable, the Grantee understands that the Grantee can ask for a copy of the appropriate data processing agreements underlying the transfer of the Grantee's Personal Data by contacting the Grantee's local human resources representative. The Company's legal basis for the transfer of the Grantee's Personal Data is the Grantee's consent.

**Data Retention.** The Grantee understands that the Company will use the Grantee's Personal Data only as long as is necessary to implement, administer and manage the Grantee's participation in the Plan, or to comply with legal or regulatory obligations, including under tax and securities laws. In the latter case, the Grantee understands and acknowledges that the Company's legal basis for the processing of the Grantee's Personal Data would be compliance with the relevant laws or regulations or the pursuit by the Company of respective legitimate interests not outweighed by the Grantee's interests, rights or freedoms. When the Company no longer needs the Grantee's Personal Data for any of the above purposes, the Grantee understands the Company will remove it from its systems.

**Voluntariness and Consequences of Denial/Withdrawal of Consent.** The Grantee understands that the Grantee's participation in the Plan and the Grantee's consent is purely voluntary. The Grantee may deny or later withdraw the Grantee's consent at any time, with future effect and for any or no reason. If the Grantee denies or later withdraws the Grantee's consent, the Company can no longer offer the Grantee participation in the Plan or offer other awards to the Grantee or administer or maintain such awards and the Grantee would no longer be able to participate in the Plan. The Grantee further understands that denial or withdrawal of the Grantee's consent would not affect the Grantee's status or salary as an employee or the Grantee's career and that the Grantee would merely forfeit the opportunities associated with the Plan.

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**Data Subject Rights.** *The Grantee understands that data subject rights regarding the processing of personal data vary depending on the applicable law and that, depending on where the Grantee is based and subject to the conditions set out in the applicable law, the Grantee may have, without limitation, the rights to (i) inquire whether and what kind of Personal Data the Company holds about the Grantee and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data about the Grantee that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing, processed based on withdrawn consent, processed for legitimate interests that, in the context of the Grantee's objection, do not prove to be compelling, or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of the Grantee's Personal Data in certain situations where the Grantee feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, and to (vi) request portability of the Grantee's Personal Data that the Grantee has actively or passively provided to the Company (which does not include data derived or inferred from the collected data), where the processing of such Personal Data is based on consent or the Grantee's employment and is carried out by automated means. In case of concerns, the Grantee understands that the Grantee may also have the right to lodge a complaint with the competent local data protection authority. Further, to receive clarification of, or to exercise any of, the Grantee's rights the Grantee understands that the Grantee should contact the Grantee's local human resources representative.*

**Alternate Basis and Additional Consents.** *Finally, the Grantee understands that the Company may rely on a different basis for the processing or transfer of Personal Data in the future and/or request that the Grantee provide another data privacy consent. If applicable, the Grantee agrees that upon request of the Company or the Employer, the Grantee will provide an executed acknowledgement or data privacy consent form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from the Grantee for the purpose of administering the Grantee's participation in the Plan in compliance with the data privacy laws in the Grantee's country, either now or in the future. The Grantee understands and agrees that he or she will not be able to participate in the Plan if he or she fails to provide any such consent or agreement requested by the Company and/or the Employer.*

**Notices.** Notices hereunder shall be mailed or delivered to the Company at its principal place of business and shall be mailed or delivered to the Grantee at the address on file with the Company or, in either case, at such other address as one party may subsequently furnish to the other party in writing.

**Nature of Grant.** In accepting the grant of the Award, the Grantee acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted in the past;
  - (c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;
  - (d) the Grantee is voluntarily participating in the Plan;
  - (e) the Award and any shares of Stock subject to the Award, and the income from and value of same, are not intended to replace any pension rights or compensation;
  - (f) the Award and any shares of Stock subject to the Award, and the income from and value of same, are not part of normal or expected compensation for purposes of, including, without limitation, calculating
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any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar mandatory payments;

(g) the future value of the shares of Stock underlying the Award is unknown, indeterminable, and cannot be predicted with certainty;

(h) unless otherwise provided in the Plan or by the Company in its discretion, the Award and the benefits evidenced by the Agreement do not create any entitlement to have the Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of Stock of the Company; and

(i) neither the Company, the Employer nor any Subsidiary shall be liable for any foreign exchange rate fluctuation between the Grantee's local currency and the United States Dollar that may affect the value of the Award or of any amounts due to the Grantee pursuant to the issuance of shares of Stock or the subsequent sale of any shares of Stock acquired under the Plan.

Appendix. If the Grantee resides in a country outside the United States or is otherwise subject to the laws of a country other than the United States, the Award shall be subject to the additional terms and conditions set forth in any Appendix to this Agreement for the Grantee's country, if any. Moreover, if the Grantee relocates to one of the countries included in the Appendix during the life of the Award, the terms and conditions for such country shall apply to the Grantee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons.

Language. The Grantee acknowledges that he or she is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Grantee to understand the terms and conditions of this Agreement. If the Grantee has received this Agreement, or any other documents related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

Modifications and Waivers. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Grantee and by an authorized officer of the Company (other than the Grantee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State, without regard to such state's conflict of laws provisions.

Venue. Unless the Grantee and the Company and/or the Employer have agreed otherwise in a separate written alternative dispute resolution agreement, for purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Award or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Francisco County, California, or the federal courts for the United States for the Northern District of California, where this grant is made and/or to be performed, and no other courts.

Severability. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Electronic Delivery and Acceptance of Documents. The Grantee agrees to accept by email all documents relating to the Company, the Plan or the Award and all other documents that the Company is required to deliver to its security holders (including, without limitation, disclosures that may be required by the U.S. Securities and Exchange Commission). The Grantee also agrees that the Company may deliver these documents by posting them on a

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website maintained by the Company or by a third party under contract with the Company. The Grantee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the electronic acceptance procedure established and maintained by the Company or a third party designated by the Company. If the Company posts these documents on a website, it shall notify the Grantee by email of their availability. The Grantee acknowledges that he or she may incur costs in connection with electronic delivery, including the cost of accessing the internet and printing fees, and that an interruption of internet access may interfere with his or her ability to access the documents. This consent shall remain in effect until the Award expires or until the Grantee gives the Company written notice that it should deliver paper documents.

Insider Trading Restrictions / Market Abuse Laws. By accepting the Award, the Grantee acknowledges that he or she is bound by all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges that, depending on the Grantee's or his or her broker's country of residence or where the shares of Stock are listed, he or she may be subject to insider trading restrictions and/or market abuse laws which may affect the Grantee's ability to accept, acquire, sell or otherwise dispose of shares of Stock, rights to shares of Stock or rights linked to the value of shares of Stock under the Plan during such times as the Grantee is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Grantee placed before the Grantee possessed inside information. Furthermore, the Grantee could be prohibited from (i) disclosing the inside information to any third party, which may include fellow employees and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy as may be in effect from time to time. The Grantee acknowledges that it is the Grantee's responsibility to comply with any applicable restrictions, and the Grantee should speak to his or her personal advisor on this matter.

Foreign Asset/Account, Exchange Control and Tax Reporting. Depending on the Grantee's country, the Grantee may be subject to foreign asset/account, exchange control, tax reporting or other requirements which may affect the Grantee's ability acquire or hold shares of Stock under the Plan or cash received from participating in the Plan (including dividends and the proceeds arising from the sale of shares of Stock) in a brokerage/bank account outside the Grantee's country. The applicable laws of the Grantee's country may require that he or she report such shares of Stock, accounts, assets or transactions to the applicable authorities in such country and/or repatriate funds received in connection with the Plan to the Grantee's country within a certain time period or according to certain procedures. The Grantee acknowledges that he or she is responsible for ensuring compliance with any applicable requirements and should consult his or her personal legal advisor to ensure compliance with applicable laws.

**EVENTBRITE, INC.**

By: \_\_\_\_\_  
Title:

The foregoing Agreement is hereby accepted and the terms and conditions thereof hereby agreed to by the undersigned. Electronic acceptance of this Agreement pursuant to the Company's instructions to the Grantee (including through an online acceptance process) is acceptable.

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Dated: \_\_\_\_\_

—  
Grantee's Signature

Grantee's name and address:

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**APPENDIX**

**GLOBAL UNRESTRICTED STOCK AWARD AGREEMENT  
UNDER THE EVENTBRITE, INC.  
2018 STOCK OPTION AND INCENTIVE PLAN**

Capitalized terms used but not defined in this Appendix shall have the same meanings assigned to them in the Plan and/or the Global Unrestricted Stock Award Agreement.

***Terms and Conditions***

This Appendix includes additional terms and conditions that govern the Award if the Grantee works and/or resides in one of the countries listed below. If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or the Grantee transfers employment or residency to a different country after the Award is granted, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will apply to the Grantee.

***Notifications***

This Appendix also includes information regarding certain other issues of which the Grantee should be aware with respect to the Grantee's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Grantee not rely on the information noted herein as the only source of information relating to the consequences of participation in the Plan because the information may be out-of-date at the time the Grantee receives or sells any shares of Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Grantee's particular situation. As a result, the Company is not in a position to assure the Grantee of any particular result. Accordingly, the Grantee should seek appropriate professional advice as to how the relevant laws in the Grantee's country may apply to the Grantee's individual situation.

If the Grantee is a citizen or resident of a country other than the one in which the Grantee is currently working and/or residing (or is considered as such for local law purposes), or if the Grantee transfers employment or residency to a different country after the Award is granted, the notifications contained in this Appendix may not be applicable to the Grantee in the same manner.

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## SPAIN

### *Terms and Conditions*

Nature of Grant. This provision supplements Paragraph 8 of the Global Unrestricted Stock Award Agreement:

In accepting the grant of the Award, the Grantee consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan. The Grantee understands that the Company has unilaterally, gratuitously and in its sole discretion decided to grant Awards under the Plan to individuals who may be employees of the Company or any Subsidiary throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Subsidiary. Consequently, the Grantee understands that the Award is granted on the assumption and condition that the Award and the shares of Stock issued shall not become a part of any employment contract (either with the Company or Subsidiary) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever.

### *Notifications*

Securities Law Information. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement and the Plan have not been nor will they be registered with the Comisión Nacional del Mercado de Valores (the Spanish securities regulator), and none of these documents constitutes a public offering prospectus.

Exchange Control Information. The Grantee must declare the acquisition, ownership and disposition of shares of Stock to the Dirección General de Comercio Internacional e Inversiones (the “DGCI”) of the Ministry of Economy and Competitiveness for statistical purposes. Generally, the declaration must be filed in January for shares of Stock acquired or disposed of during the prior year and/or for shares of Stock owned as of December 31 of the prior year; however, if the value of the shares of Stock acquired under the Plan or the amount of the sale proceeds exceeds €1,502,530 (or if the Grantee holds 10% or more of the share capital of the Company), the declaration must be filed within one month of the acquisition or disposition, as applicable.

In addition, the Grantee may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Stock made to the Grantee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

Foreign Asset/Account Reporting Information. The Grantee may be subject to certain tax reporting requirements with respect to assets or rights that the Grantee holds outside Spain, including bank accounts, securities and real estate if the aggregate value for each particular category of assets exceeds €50,000 as of December 31 each year. If applicable, the Grantee must report the assets on Form 720 by no later than March 31 following the end of the relevant year. After the rights and/or assets are initially reported, the reporting obligation will only apply if the value of previously-reported rights or assets increases by more than €20,000 as of each subsequent December 31 and/or if the Grantee disposes of previously-reported rights or assets. *The Grantee should consult his or her personal advisor to ensure compliance with applicable reporting obligations.*



155 5<sup>th</sup> Street  
San Francisco, CA 94103

CONFIDENTIAL INFORMATION

October 26, 2015

Samantha Harnett

125 Palm Dr.

Piedmont, CA 94610

Re: Employment Offer Letter

Dear Samantha Harnett,

It is my pleasure to offer you a position at Eventbrite, Inc. ("Company"), coming on board to assume a primary role in building our business. The details of this offer are as follows:

Position:	<u>VP, General Counsel</u>
Reporting To:	<u>Chief Financial Officer</u>
Base Salary:	<u>\$ 275,000 per annum</u>
Stock Options:	<u>185,000</u>
Start Date:	<u>November 10, 2015</u>

This offer is contingent upon reference checks, background checks, if any, clearance of any conflicts of interest, your execution of the Proprietary Information and Invention Assignment Agreement, and your eligibility to work in the United States. The terms of your new position with the Company are as set forth below:

1. Position. We are very pleased to offer you the position set forth above under "Position" reporting directly to the position set forth above under "Reporting To".
2. Start Date. Subject to fulfillment of the conditions imposed by this letter agreement, you will commence this new position with the Company on the above start date.
3. Proof of Right to Work. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the



United States. Such documentation must be provided to us within three (3) business days of your start date, or your employment relationship with us may be terminated.

4. Compensation.

(a) Base Salary. If you accept this offer, you will receive the base salary listed above, which will be payable in semi-monthly installments on our regular paydays, as in effect from time to time, net of all applicable withholding taxes and deductions.

(b) Benefits. As an employee of the Company, you will be eligible for company benefits as in effect from time to time in accordance with our policies for similarly situated employees.

5. Option to Purchase Common Stock.

(a) General. In connection with the commencement of your employment, the Company will recommend that the Company's Board of Directors grant you an option (the "Option") to purchase the number of shares of the Company's Common Stock set forth under "Stock Options" above ("Shares") under the Company's 2010 Stock Plan, as amended ("Plan"). This Option shall be governed by the terms and conditions of the Plan and the Company's Stock Option Agreement ("Agreement"), including without limitation having an exercise purchase price equal to the fair market value of the Shares on the date of the grant as determined in good faith by the Company's Board of Directors and being subject to the Company's standard new hire vesting schedule. The Shares issued upon the exercise of the Option will be subject to various rights, restrictions and obligations, as provided in the Agreement and Plan. A copy of the Plan and the form of the Agreement are available for your review upon request. The Option will be partially an incentive stock option to the extent allowed by the Plan and applicable law.

(b) Acceleration. In the event that your employment with the Company is terminated by the Company without Cause (as defined below) or you resign your employment for Good Reason (as defined below), in each case within 12 months following a Change in Control (as defined below), then, the remaining unvested Shares subject to the Option will accelerate such that 50% of such remaining unvested Shares will become vested on the date of such termination.

(c) Definitions.

For purposes of this Agreement, "Change in Control" shall mean (i) the consummation of a merger or consolidation of the Company with or into another entity or (ii) sale of all or substantially all of the Company's assets to an unaffiliated third party. The foregoing notwithstanding, the following shall not constitute a Change in Control, (A) a merger or consolidation of the Company, where, immediately after the merger or consolidation a majority of the voting power of the capital stock of the continuing or surviving entity, or any direct or indirect parent corporation of the continuing or surviving entity, will be owned by the persons who were the Company's stockholders immediately prior to the merger or consolidation in substantially the same proportions as their ownership of the voting power of the Company's capital stock immediately prior to the merger or consolidation, (B) an issuance of the Company's capital stock for capital raising purposes, (C) the sale of the Company's capital stock by the Company and/or its stockholders in connection with its initial public offering or as part of Company directed secondary liquidity programs, and (D) a merger effected solely for purposes of reincorporating the Company.

For purposes of this Agreement, "Cause" shall mean (i) your material act of misconduct in connection with the performance of your duties to the Company, including, without limitation, misappropriation of funds or property of the Company or any of its subsidiaries or affiliates; (ii) your



commission of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries or affiliates if you were retained in your position; (iii) your continued non-performance of your duties to the Company 30 days following written notice thereof from the Company; (iv) your breach of any material provisions of any written agreement between you and the Company, including without limitation, the Proprietary Information and Invention Assignment Agreement; (v) your material violation of the Company's written employment policies; or (vi) your failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate.

For purposes of this Agreement, "Good Reason" shall mean the following actions by the Company without your consent, which the Company fails to cure within 30 days following written notice thereof from you and which notice is sent by you within 45 days following the occurrence of such action: (i) a reduction of your base salary of greater than 25%; (ii) a material diminution in your authority, duties, or responsibilities; (iii) a material diminution in the authority, duties, or responsibilities of the supervisor to whom you are required to report; or (iv) a change of more than 50 miles in the geographic location at which you must perform services for the Company. If the Company fails to cure the condition within the 30 day cure period, you must resign employment within 60 days of the end of such cure period in order for such termination to be with "Good Reason".

6. Proprietary Information and Invention Assignment Agreement. Your acceptance of this offer and commencement of employment with the Company is contingent upon your execution of the Company's "Proprietary Information and Invention Assignment Agreement". Signed copies of which must be delivered to an officer of the Company prior to or on your start date.

7. Conflicts of Interest. Your employment pursuant to this offer is contingent upon you having disclosed to the Company any potential conflicts of interest between your past employment and future duties with the Company. By accepting this offer of employment, you are certifying that (i) you are not aware of any impediment to loyal and conscientious employment with the Company, (ii) you have not engaged in any conduct or entered into any agreement that would disqualify you from employment with the Company or in anyway restrict your employment with the Company, and (iii) neither your employment with the Company nor the discharge of your employment duties will violate any agreement that you have executed with a third party.

You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you in connection with your employment with the Company, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice and you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's Chief Executive Officer. By way of illustration, but not limitation you may not (i) accept or perform work of a nature that conflicts or competes in any way with the business, products or services of the Company, or causes you or has potential to cause you to be disloyal; (ii) use any Company resources including, but not limited to, computer hardware and software, telephones, facsimile machines, and copiers, for or in connection with any non-Company work; (iii) perform any non-Company work on Company premises; or (iv) perform any non-Company work during normal business hours. Nothing in this letter agreement will prevent you from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, provided such efforts are not inconsistent with the above principles.



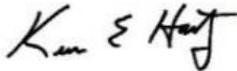
8. At-Will Employment. Notwithstanding any other provision of this letter agreement to the contrary, your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason, with or without cause. No employee or representative of the Company, other than the Chief Executive Officer has the authority to alter the at-will nature of your employment relationship. The Chief Executive Officer can only do so in a written employment agreement that is signed by both the Chief Executive Officer and yourself.

We are delighted to extend you this offer until 5 pm PST on wednesday, October 28 and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter agreement in the space provided below and return it to me, along with a signed and dated copy of the Proprietary Information and Invention Assignment Agreement.

This letter, together with the Proprietary Information and Invention Assignment Agreement, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

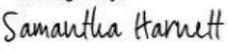
If you have any questions about this offer, please call me. We look forward to a favorable reply and to a rewarding and productive association with you.

Sincerely,



Kevin Hartz, CEO

Agreed and Accepted:

<small>DocuSigned by:</small>  <small>54FD0CED8CA94D2</small>	<u>2015-10-26</u>
_____ Samantha Harnett	_____ Date

Enclosures: Proprietary Information and Invention Assignment Agreement; Arbitration Agreement; Handbook

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EMPLOYEE  
PROPRIETARY INFORMATION AND INVENTION  
ASSIGNMENT AGREEMENT

This Agreement is effective as of the commencement of my employment with Eventbrite, Inc., its subsidiaries and/or affiliates (all of the foregoing together with their successors and assigns being referred to collectively herein as, "Company") and is intended to formalize in writing certain understandings and procedures that have been in effect since the time I was initially employed by Company. In return for my new or continued employment by Company, I acknowledge and agree that:

1. Period of Employment. As used herein, the period of my employment (as well as the definition of "employment," "employed," and words of similar import as used in this Agreement) includes any time in which I may be or have been rendering services to the Company or retained by Company as a consultant or independent contractor.

2. Information Systems. I recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

3. Proprietary Information. My employment creates a relationship of confidence and trust between Company and me with respect to any information:

(a) Applicable or relevant to the business of Company; or

(b) Applicable or relevant to the business of any third party, which may be made known to me by Company or by any third party, or learned by me in the context of my employment.

All of such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all Company Inventions (as defined below), technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, marketing plans and information, and information regarding other employees.

4. Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, its assigns, and/or third parties who provided it to Company, as applicable, and Company, such assigns and/or such third parties, as applicable, shall be the sole owner of all patents, copyrights, works, trade secrets and other rights in connection therewith. I hereby assign to Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company. Notwithstanding the foregoing, it is understood that, (a) this Agreement does not restrict my use of information which is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish (but, for clarity, the foregoing does not grant me a license to any Company intellectual



property), and (b) I may make disclosures of Proprietary Information that are specifically required by law or court order, provided that I have used diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and have notified Company of such proceedings giving it an adequate chance to do the same.

5. Return of Materials. Upon termination of my employment or at the request of Company from time to time before termination, I will deliver to Company all written and tangible material in my possession incorporating the Proprietary Information or otherwise relating to Company's business.

6. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, know-how, designs, works of authorship, maskworks, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works. To the extent allowed by applicable law, for the purposes of this Agreement, the term "Inventions" (and the assignments and licenses under Section 8 below) shall include (and I hereby expressly waive) all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

7. Disclosure of Prior Inventions. I have identified on Attachment A ("Prior Inventions") attached hereto all Inventions relating in any way to Company's business or proposed business which were made by me prior to my employment with Company ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in Attachment A ("Prior Inventions"). If there is no such list on Attachment A ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.

8. Ownership of Company Inventions; License of Prior Inventions. I hereby agree promptly to disclose and describe to Company, and I hereby assign and agree to assign to Company or its designee, my entire right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) in and to all Inventions and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my employment with Company, whether prior to or following the execution of this Agreement, to and only to the fullest extent allowed by applicable law, including California Labor Code Section 2870 ("Company Inventions"). I agree to grant Company or its designees a non-exclusive, royalty free, perpetual, irrevocable, transferable, sublicensable (with rights to sublicense through multiple tiers of distribution), worldwide license to practice all applicable patent, copyright and other intellectual property rights and confidential information relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions, products or services, or which is necessary for the use, reproduction, distribution or other exploitation of any Company Inventions. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions, products or services without Company's prior written consent.

9. Cooperation in Perfecting Rights to Inventions.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist it, at its expense, in obtaining, perfecting, maintaining, defending and enforcing the full benefits, enjoyment, rights and title throughout the world in the



Inventions hereby assigned or licensed to Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, maskworks or other legal proceedings.

(b) In the event that Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, maskworks or other rights with the same legal force and effect as if executed by me.

10. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Company, and I will not disclose to Company, use in the course of my employment, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement, whether written or oral, that will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, that will interfere with my full compliance with this Agreement.

11. Survival. This Agreement (a) shall survive my employment by Company, (b) does not in any way restrict my right or the right of Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of Company, and (d) is binding upon my heirs and legal representatives.

12. Nonassignable Inventions. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not apply to any Invention that qualifies fully as a nonassignable Invention under the provisions of Section 2870 of the California Labor Code (which is attached hereto as Attachment B), and I acknowledge that I have received and reviewed such provisions of the California Labor Code. However, I agree to disclose promptly in writing to Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by Company as to whether or not the Inventions should be the property of Company. Any such information will be received in confidence by Company.

13. No Solicitation. During the term of my employment with Company and for a period of one (1) year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of Company to terminate their employment with Company.

14. No Competition. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

15. Communication to Future Employers. Without disclosing any Proprietary Information, I agree to communicate my obligations under this Agreement to any future employer or potential employer. The Company is entitled to communicate my obligations under this Agreement to any such future employer or potential employer.

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16. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate) and without any requirement to post a bond.

17. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing in accordance with this section.

18. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

19. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

20. Waiver; Delay. The waiver by Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me. No delay by Company in enforcing any of its rights or remedies upon a breach of any provision of this Agreement shall be construed as a waiver of such breach.

21. Assignment. This Agreement is fully assignable by Company, but any purported assignment of rights or delegation of duties under this Agreement by me is void and of no force and effect.

22. Entire Agreement. This Agreement, together with my offer letter agreement to which this Agreement was attached, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both an authorized officer of Company and me. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.



I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

DocuSigned by:  
*Samantha Harnett*  
54ED0CE08CA94D2

Name: Samantha Harnett

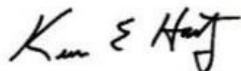
Address: 125 Palm Dr.  
Piedmont, CA 94610

Dated: 2015-10-26

Accepted and Agreed:

Eventbrite  
155 5th Street  
San Francisco, CA 94103

By:



Kevin Hartz

Title: Chief Executive Officer

Dated: October 26, 2015

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Attachment A

PRIOR INVENTIONS

N/A

 <sup>DS</sup>  
St  
Employee  
Initials

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Attachment B

California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

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155 5<sup>th</sup> Street  
San Francisco, CA 94103

CONFIDENTIAL INFORMATION

November 5, 2018

Deborah Sharkey  
203 Los Pinos Drive N  
San Francisco, CA 94127

Re: Employment Offer Letter

Dear Deborah,

It is my pleasure to offer you a position at Eventbrite, Inc. ("Company"), coming on board to assume a primary role in building our business. The details of this offer are as follows:

Position:	Chief Commercial Officer
Reporting To:	Chief Executive Officer
Base Salary:	\$400,000 USD per annum
Retention Bonus:	\$45,000 USD
Equity Award Value	\$3,500,000 USD

Start Date: November 27, 2018

This offer is contingent upon reference checks, background checks, clearance of any conflicts of interest, your execution of the Proprietary Information and Invention Assignment Agreement, and your eligibility to work in the United States. The terms of your new position with the Company are as set forth below:

1. Position. We are very pleased to offer you the position set forth above under "Position" reporting directly to the position set forth above under "Reporting To."
2. Start Date. Subject to fulfillment of the conditions imposed by this letter agreement, you will commence this new position with the Company on the above start date.
3. Proof of Right to Work. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the



United States. Such documentation must be provided to us within three (3) business days of your start date, or your employment relationship with us may be terminated.

4. Compensation.

(a) Base Salary. If you accept this offer, you will receive the base salary listed above, which will be payable in semi-monthly installments on our regular paydays, as in effect from time to time, net of all applicable withholding taxes and deductions.

(b) Bonus. You will be eligible to participate in the Company's Executive Bonus Plan as approved by the Company's Board of Directors for 2019.

(c) Benefits. As an employee of the Company, you will be eligible for company benefits as in effect from time to time in accordance with our policies for similarly situated employees.

(d) Retention Bonus. Subject to your continued employment with the Company on the three month anniversary of your start date, you will earn the bonus listed above. The bonus will be paid in full, net of all applicable withholding taxes and other deductions, on your first regular payday following the expiration of the three-month retention period. Should your employment terminate prior to the three month anniversary of your start date, for any reason, you will not have earned any portion of the retention bonus.

5. Equity Compensation. In connection with the commencement of your employment, the Company will recommend that its board of directors (or a committee thereof) grant you restricted stock units with a value of \$1,750,000 (the "RSUs"), where such value will be converted into a number of restricted stock units based on the average closing market price of the Company's Class A common stock over the 30-day period ending on the last day of the month immediately prior to the month of the grant date. The Company will also recommend that its board of directors (or a committee thereof) grant you an option to purchase shares of Eventbrite's Class A common stock (the "Option"), with a value of \$1,750,000, where such value will be converted into shares based on the grant date "fair value" as determined in accordance with standard accounting assumptions (i.e., the black-scholes value).

The equity compensation shall be governed by the terms and conditions of the Company's 2018 Stock Option and Incentive Plan, as amended ("Plan") and the Company's Restricted Stock Unit and Stock Options Agreements (collectively referred to herein as "RSU and Option Agreements"). A copy of the Plan and the form of the RSU and Option Agreements are available for your review. The shares underlying the RSUs and Option issued upon the settlement of the award will be subject to various rights, restrictions and obligations, as provided in the Plan and the RSU and Option Agreements.

6. Proprietary Information and Invention Assignment Agreement. Your acceptance of this offer and commencement of employment with the Company is contingent upon your execution of the Company's "Proprietary Information and Invention Assignment Agreement," signed copies of which must be delivered to an officer of the Company prior to or on your start date.

7. Conflicts of Interest. Your employment pursuant to this offer is contingent upon you having disclosed to the Company any potential conflicts of interest between your past employment and future duties with the Company. By accepting this offer of employment, you are certifying that (i) you are not aware of any impediment to loyal and conscientious employment with the Company, (ii) you have not engaged in any conduct or entered into any agreement that would disqualify you from employment with the Company or in any way restrict your employment with the Company, and (iii) neither your



employment with the Company nor the discharge of your employment duties will violate any agreement that you have executed with a third party.

You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you in connection with your employment with the Company, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice and you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's Chief Executive Officer. By way of illustration, but not limitation, you may not (i) accept or perform work of a nature that conflicts or competes in any way with the business, products or services of the Company, or causes you or has potential to cause you to be disloyal; (ii) use any Company resources including, but not limited to, computer hardware and software, telephones, facsimile machines, and copiers, for or in connection with any non-Company work; (iii) perform any non-Company work on Company premises; or (iv) perform any non-Company work during normal business hours. Nothing in this letter agreement will prevent you from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, provided such efforts are not inconsistent with the above principles.

8. At-Will Employment. Notwithstanding any other provision of this letter agreement to the contrary, your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason, with or without cause. No employee or representative of the Company, other than the Chief Executive Officer has the authority to alter the at-will nature of your employment relationship. The Chief Executive Officer can only do so in a written employment agreement that is signed by both the Chief Executive Officer and yourself.

We are delighted to extend you this offer until 5 pm PST on November 8, 2018 and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter agreement in the space provided below and return it to me, along with a signed and dated copy of the Proprietary Information and Invention Assignment Agreement.

This letter, together with the Proprietary Information and Invention Assignment Agreement, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

If you have any questions about this offer, please call me. We look forward to a favorable reply and to a rewarding and productive association with you.

Sincerely,



Julia Hartz, CEO

Agreed and Accepted:



DocuSigned by:  
  
9E755F0AF81469  
\_\_\_\_\_  
Deborah Sharkey

2018-11-08  
\_\_\_\_\_  
Date

Enclosures: Proprietary Information and Invention Assignment Agreement; Arbitration Agreement

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## DISPUTE RESOLUTION AGREEMENT (US ONLY)

This Dispute Resolution Agreement is a contract and covers important issues relating to your employment with Eventbrite and the settlement of any disputes that may arise from time to time between you and Eventbrite. You are free to seek assistance from independent advisors of your choice outside Eventbrite or to refrain from doing so if that is your choice.

### 1. How This Agreement Applies

This Agreement applies to any dispute arising out of or related to your employment with Eventbrite, Inc. or one of its affiliates, successor, subsidiaries or parent companies (collectively, "Eventbrite") or termination of employment and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or Eventbrite from utilizing Eventbrite's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by a court or jury trial. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Agreement, including without limitation as to the enforceability, conscionability, revocability, or validity of this Agreement or any portion of this Agreement other than the Class Action Waiver contained in paragraph 6 below.

Except as it otherwise provides, this Agreement also applies, without limitation, to disputes arising out of or related to the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by Eventbrite and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Genetic Information Nondiscrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce.

### 2. Limitations On How This Agreement Applies

This Agreement does not apply to: (i) claims for workers compensation, state disability insurance and unemployment insurance benefits, (ii) disputes which may not be subject to pre-dispute arbitration agreements as provided in the Dodd-Frank Wall Street Reform and Consumer Protection Act, and (iii) claims for which applicable law permits access to an administrative agency notwithstanding the existence of this Agreement and which are then brought before such administrative agency, including without limitation claims or charges brought before the Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlrb.gov](http://www.nlrb.gov)), or the Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative



claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

### 3. Selecting The Arbitrator

The neutral Arbitrator shall be selected by mutual agreement of you and Eventbrite. Unless you and Eventbrite mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the arbitrator by mutual agreement. The location of the arbitration proceeding shall be no more than 45 miles from the place where you last worked for Eventbrite, unless each party to the arbitration agrees in writing otherwise.

### 4. Starting The Arbitration

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to Eventbrite shall be provided to Eventbrite's Legal Department at Eventbrite's then current registered address for the service of process in California. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

### 5. How Arbitration Proceedings Are Conducted

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. At a party's request or on the Arbitrator's own initiative, the Arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing.

### 6. Class Action Waiver

You and Eventbrite agree not to bring any dispute in arbitration on a class basis. Accordingly, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver").

The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, revocable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration.



Although you will not be retaliated against, disciplined or threatened with discipline as a result of exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class action in any forum, Eventbrite may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class action or claim.

#### 7. Paying For The Arbitration

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, you will only pay so much of the arbitration filing fees as you would have paid had you filed a Complaint in a court of law and Eventbrite will pay all remaining administrative and/or hearing fees charged by the Arbitrator.

#### 8. The Arbitration Hearing And Award

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

#### 9. Your Right To Opt Out Of Arbitration

Arbitration is not a mandatory condition of your employment at Eventbrite, and therefore you may submit a form stating that you wish to opt out and not be subject to this Agreement. You must submit a signed and dated statement on a "Dispute Resolution Agreement Opt Out Form" ("Form"), a copy of which is attached to this Agreement and can also be obtained from [hr@eventbrite.com](mailto:hr@eventbrite.com). In order to be effective, the signed and dated Form must be returned to Eventbrite, either (i) by Certified U.S. Mail addressed to Eventbrite Inc., 155 5<sup>th</sup> Street, San Francisco, CA 94103, Attn: HR, or (ii) by email with confirmation of delivery to [hr@eventbrite.com](mailto:hr@eventbrite.com), in each case within 30 days of your signing of this Agreement. If you timely opt out as provided in this paragraph you will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. Should you not opt out of this Agreement within 30 days of your signing of this Agreement, continuing your employment after execution of this Agreement constitutes mutual acceptance of the terms of this Agreement by you and Eventbrite and binding arbitration will be the sole method by which disputes between you and Eventbrite are resolved, except to the extent set forth herein. You have the right to consult with counsel of your choice concerning this Agreement.

#### 10. Non-Retaliation



It is against Eventbrite policy for any employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If you believe that you have been retaliated against by anyone at Eventbrite, you should immediately report this to [hr@eventbrite.com](mailto:hr@eventbrite.com).

#### 11. Enforcement Of This Agreement

This Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. Except as stated in paragraph 6, above, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver is deemed to be unenforceable, you and Eventbrite agree that this Agreement is otherwise silent as to any party's ability to bring a class action in arbitration.

I acknowledge that I have received, read, and understood this Dispute Resolution Agreement, including the Class Action Waiver contained herein. I further acknowledge that I have read and understood my right to opt out of this Agreement, as set forth in Paragraph 9 above.

AGREED:

EMPLOYEE NAME PRINTED: Deborah Sharkey

EMPLOYEE SIGNATURE:

DocuSigned by:  
  
9E755F0AE81469...

Date: 2018-11-08

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DISPUTE RESOLUTION AGREEMENT OPT OUT FORM

I have reviewed the Dispute Resolution Agreement. I elect to opt out of the Dispute Resolution Agreement. I understand that there will be no adverse employment action taken against me as a consequence of that decision. I understand that this signed Dispute Resolution Agreement Opt Out Form must be returned in a timely fashion, as provided in the Dispute Resolution Agreement. The date of its return will be determined by the date of the postmark on the envelope in which the form is mailed. Alternatively, I may email the form to the email address indicated below, and the date of return will be determined by the date delivery of such email is confirmed. By timely returning this signed Dispute Resolution Agreement Opt Out Form, I understand that the Dispute Resolution Agreement will not apply to me.

Date of Signature: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Employee Name Printed: \_\_\_\_\_

This Dispute Resolution Agreement Opt Out Form may be returned to the Human Resources Department either:

(1) via Certified U.S. Mail addressed to Eventbrite Inc., 155 5<sup>th</sup> Street, San Francisco, CA 94103, Attn: HR; OR

(2) via email to [hr@eventbrite.com](mailto:hr@eventbrite.com).

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## PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

This Agreement is effective as of the commencement of my employment with Eventbrite, Inc., its subsidiaries and/or affiliates (all of the foregoing together with their successors and assigns being referred to collectively herein as the "Company") and is intended to formalize in writing certain understandings and procedures that have been in effect since the time I was initially employed by the Company. In return for my new or continued employment by the Company, I acknowledge and agree that:

1. Period of Employment. As used herein, the period of my employment (as well as the definition of "employment," "employed," and words of similar import as used in this Agreement) includes any time in which I may be or have been rendering services to the Company or retained by the Company, including as an intern, consultant or independent contractor.

2. Information Systems. I recognize and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

3. Proprietary Information. I understand that "Proprietary Information" means information the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business, which is not generally known and which the Company wishes to maintain as confidential. Proprietary Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company. Proprietary Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Proprietary Information.

By way of illustration, but not limitation, Proprietary Information includes any and all Company Inventions (as defined below), technical and non-technical information including patent, copyright and trade secret, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Company, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists and identities (including but not limited to customers of the Company on which I called or with which I may become acquainted during the term of my employment), business forecasts, sales and merchandising, marketing plans and information, and information regarding other employees. I understand nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, or working conditions of their employment, as protected by applicable law.

4. Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of the Company, its assigns, and/or third parties who provided it to the Company, as applicable, and the Company, such assigns and/or such third parties, as applicable, shall be the sole owner of all patents, copyrights, works, trade secrets and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in strict confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Notwithstanding the foregoing, it is understood that: (a) this Agreement does not restrict my use of information which is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and



experience to whatever extent and in whatever way I wish (but, for clarity, the foregoing does not grant me a license to any Company intellectual property); and (b) I may make disclosures of Proprietary Information that are specifically required by law or court order, provided that I have used diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and have notified the Company of such proceedings giving it an adequate chance to do the same. I understand my unauthorized use or disclosure of Company Proprietary Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by Company. I also understand my obligations under this Section 4 shall continue after termination of my employment.

5. Return of Materials. Upon termination of my employment, or at the request of the Company from time to time before termination, I will deliver to the Company all Company property, including but not limited to devices and equipment.

6. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, know-how, designs, works of authorship, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works. To the extent allowed by applicable law, for purposes of this Agreement, the term "Inventions" (and the assignments and licenses under Section 8 below) shall include (and I hereby expressly waive) all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

7. Disclosure of Prior Inventions. I have identified on Attachment A ("Prior Inventions") attached hereto all Inventions relating in any way to the Company's business or proposed business which were made by me prior to my employment with the Company ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in Attachment A ("Prior Inventions"). If there is no such list on Attachment A ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.

8. Ownership of Company Inventions; License of Prior Inventions. I hereby agree promptly to disclose and describe to the Company, and I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) in and to all Inventions and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my employment with the Company, whether prior to or following the execution of this Agreement, to and only to the fullest extent allowed by applicable law, including California Labor Code Section 2870 ("Company Inventions"). I agree to grant the Company or its designees a non-exclusive, royalty free, perpetual, irrevocable, transferable, sublicensable (with rights to sublicense through multiple tiers of distribution), worldwide license to practice all applicable patent, copyright and other intellectual property rights and confidential information relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions, products or services, or which is necessary for the use, reproduction, distribution or other exploitation of any Company Inventions. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions, products or services without Company's prior written consent.



9. Cooperation in Perfecting Rights to Inventions.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining, perfecting, maintaining, defending and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned or licensed to the Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, mask works or other legal proceedings.

(b) In the event the Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, mask works or other rights with the same legal force and effect as if executed by me.

10. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of the Company do not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company, and I will not disclose to the Company, use in the course of my employment, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement, whether written or oral, that will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, that will interfere with my full compliance with this Agreement.

11. Survival. This Agreement (a) shall survive my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.

12. Nonassignable Inventions. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not apply to any Invention that qualifies fully as a nonassignable Invention under the provisions of Section 2870 of the California Labor Code (which is attached hereto as Attachment B), and I acknowledge that I have received and reviewed such provisions of the California Labor Code. However, I agree to disclose promptly in writing to the Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions should be the property of the Company. Any such information will be received in confidence by the Company.

13. No Solicitation of Employees. During the term of my employment with the Company and for a period of twelve (12) months thereafter, I will not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

14. No Competition. I agree that during the term of my employment with the Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of the Company, assist any other person or organization



in competing with any business or demonstrably anticipated business of the Company, or engage in any other activities that conflict with my obligations to the Company.

15. No Solicitation of Customers. I agree that for a period of twelve (12) months following my employment with the Company, I will not use any Proprietary Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services, or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

16. Communication to Future Employers. Without disclosing any Proprietary Information, I agree to communicate my obligations under this Agreement to any future employer or potential employer. The Company is entitled to communicate my obligations under this Agreement to any such future employer or potential employer.

17. Termination Certification. Upon termination of my employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided for in this Agreement.

18. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate) and without any requirement to post a bond.

19. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing in accordance with this section.

20. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

21. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

22. Waiver; Delay. The waiver by the Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me. No delay by the Company in enforcing any of its rights or remedies upon a breach of any provision of this Agreement shall be construed as a waiver of such breach.

23. Assignment. This Agreement is fully assignable by the Company, but any purported assignment of rights or delegation of duties under this Agreement by me is void and of no force and effect.



24. Entire Agreement. This Agreement, together with my offer letter agreement to which this Agreement was attached, represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both an authorized officer of the Company and me. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

25. At-Will Employment. I understand and acknowledge that my employment with the Company is for no specified term and constitutes "at-will" employment. I also understand that any representation to the contrary is unauthorized and not valid unless in writing and signed by the CEO of the Company. Accordingly, I acknowledge that my employment relationship may be terminated at any time, with or without good cause or for any or no cause, at my option or at the option of the Company, with or without notice. I further acknowledge that the Company may modify job titles, salaries, and benefits from time to time as it deems necessary.

Signature page follows

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES

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OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Accepted and Agreed:

Eventbrite  
155 5th Street  
San Francisco, CA 94103

By:



Julia Hartz, CEO  
Title: Chief Executive Officer

DocuSigned by:  
By:   
9E733F0AE81469...

Name: Deborah Sharkey

Address: 203 Los Palms Drive San Francisco, CA 94127

Dated: 2018-11-08

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Attachment A

PRIOR INVENTIONS

NA

  
Employee  
Initials

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Attachment B

California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

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Attachment C

EVENTBRITE, INC. TERMINATION CERTIFICATION

This is to certify that Eventbrite, Inc. has previously requested the return and destruction, and I am required to return and destroy, and certify that I have returned and destroyed, all written and tangible material in my possession incorporating Proprietary Information (including but not limited to devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, or other documents or property, or reproductions of any and all aforementioned items belonging to Eventbrite, Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company")), as defined in the Proprietary Information and Invention Assignment Agreement ("PIIAA").

I further certify I have complied with all the terms of the PIIAA signed by me, including but not limited to, the reporting of any inventions (as defined therein) conceived or made by me (solely or jointly with others) as covered by that agreement, and my obligations not to use or disclose Company Proprietary Information (as defined therein) except as necessary in the ordinary course of performing my duties as an employee of the Company.

I further agree that I will comply with my obligation under the Proprietary Information and Invention Assignment Agreement not to use or disclose any trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that, for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

I further agree that, for twelve (12) months from the date of this Certification, I shall not use any Proprietary Information of the Company, as defined under the Proprietary Information and Invention Assignment Agreement, to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Without disclosing any Proprietary Information, I agree to communicate my obligations under the PIIAA to any future employer or potential employer. The Company is entitled to communicate my obligations under this Agreement to any such future employer or potential employer.

After leaving the Company's employment, I will be employed by:





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# Eventbrite

155 5<sup>th</sup> Street  
San Francisco, CA 94103

## CONFIDENTIAL INFORMATION

December 23, 2017

Brian Irving  
251 Missouri Street  
San Francisco CA 94107

Re: Employment Offer Letter

Dear Brian,

It is my pleasure to offer you a position at Eventbrite, Inc. ("Company"), coming on board to assume a primary role in building our business. The details of this offer are as follows:

Position:	Chief Brand Officer
Reporting To:	CEO, Julia Hartz
Base Salary:	\$300,000
Stock Options:	175,000
Start Date:	January 8, 2018

This offer is contingent upon reference checks, background checks, clearance of any conflicts of interest, your execution of the Proprietary Information and Invention Assignment Agreement, and your eligibility to work in the United States. The terms of your new position with the Company are as set forth below:

1. Position. We are very pleased to offer you the position set forth above under "Position" reporting directly to the position set forth above under "Reporting To."
2. Start Date. Subject to fulfillment of the conditions imposed by this letter agreement, you will commence this new position with the Company on the above start date.
3. Proof of Right to Work. For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your start date, or your employment relationship with us may be terminated.
4. Compensation.



(a) **Base Salary.** If you accept this offer, you will receive the base salary listed above, which will be payable in semi-monthly installments on our regular paydays, as in effect from time to time, net of all applicable withholding taxes and deductions.

(b) **Benefits.** As an employee of the Company, you will be eligible for company benefits as in effect from time to time in accordance with our policies for similarly situated employees.

(c) **Bonus.** As an executive of the Company, you will be eligible to participate in any available 2018 executive bonus program as approved by the Board of Directors.

5. Option to Purchase Common Stock.

In connection with the commencement of your employment, the Company will recommend that the Company's Board of Directors grant you an option (the "Option") to purchase the number of shares of the Company's Common Stock set forth under "Stock Options" above ("Shares") under the Company's 2010 Stock Plan, as amended ("Plan"). This Option shall be governed by the terms and conditions of the Plan and the Company's Stock Option Agreement ("Agreement"), including without limitation having an exercise purchase price equal to the fair market value of the Shares on the date of the grant as determined in good faith by the Company's Board of Directors and being subject to the Company's standard new hire vesting schedule. The Shares issued upon the exercise of the Option will be subject to various rights, restrictions and obligations, as provided in the Agreement and Plan. A copy of the Plan and the form of the Agreement are available for your review upon request. The Option will be partially an incentive stock option to the extent allowed by the Plan and applicable law.

6. Proprietary Information and Invention Assignment Agreement. Your acceptance of this offer and commencement of employment with the Company is contingent upon your execution of the Company's "Proprietary Information and Invention Assignment Agreement," signed copies of which must be delivered to an officer of the Company prior to or on your start date.

7. Conflicts of Interest. Your employment pursuant to this offer is contingent upon you having disclosed to the Company any potential conflicts of interest between your past employment and future duties with the Company. By accepting this offer of employment, you are certifying that (i) you are not aware of any impediment to loyal and conscientious employment with the Company, (ii) you have not engaged in any conduct or entered into any agreement that would disqualify you from employment with the Company or in anyway restrict your employment with the Company, and (iii) neither your employment with the Company nor the discharge of your employment duties will violate any agreement that you have executed with a third party.

You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you in connection with your employment with the Company, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice and you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's Chief Executive Officer. By way of illustration, but not limitation you may not (i) accept or perform work of a nature that conflicts or competes in any way with the business, products or services of the Company, or causes you or has potential to cause you to be disloyal; (ii) use any Company resources including, but not limited to, computer hardware and software, telephones, facsimile machines, and copiers, for or in connection with any non-Company work; (iii) perform any non-Company work on



Company premises; or (iv) perform any non-Company work during normal business hours. Nothing in this letter agreement will prevent you from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, provided such efforts are not inconsistent with the above principles.

8. At-Will Employment. Notwithstanding any other provision of this letter agreement to the contrary, your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason, with or without cause. No employee or representative of the Company, other than the Chief Executive Officer has the authority to alter the at-will nature of your employment relationship. The Chief Executive Officer can only do so in a written employment agreement that is signed by both the Chief Executive Officer and yourself.

We are delighted to extend you this offer until 5 pm PST on January 1, 2018 and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter agreement in the space provided below and return it to me, along with a signed and dated copy of the Proprietary Information and Invention Assignment Agreement.

This letter, together with the Proprietary Information and Invention Assignment Agreement and Executive Severance and Change in Control Agreement, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

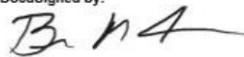
If you have any questions about this offer, please call me. We look forward to a favorable reply and to a rewarding and productive association with you.

Sincerely,



Julia Hartz, CEO

Agreed and Accepted:

DocuSigned by:  
  
562A24CB6F0E415...  
Brian Irving

2017-12-29  
Date

Enclosures: Proprietary Information and Invention Assignment Agreement; Executive Severance and Change in Control Agreement; Arbitration Agreement

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## PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

This Agreement is effective as of the commencement of my employment with Eventbrite, Inc., its subsidiaries and/or affiliates (all of the foregoing together with their successors and assigns being referred to collectively herein as the "Company") and is intended to formalize in writing certain understandings and procedures that have been in effect since the time I was initially employed by the Company. In return for my new or continued employment by the Company, I acknowledge and agree that:

1. Period of Employment. As used herein, the period of my employment (as well as the definition of "employment," "employed," and words of similar import as used in this Agreement) includes any time in which I may be or have been rendering services to the Company or retained by the Company as a consultant or independent contractor.

2. Information Systems. I recognize and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

3. Proprietary Information. I understand that "Proprietary Information" means information the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business, which is not generally known and which the Company wishes to maintain as confidential. Proprietary Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company. Proprietary Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Proprietary Information.

By way of illustration, but not limitation, Proprietary Information includes any and all Company Inventions (as defined below), technical and non-technical information including patent, copyright and trade secret, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Company, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists and identities (including but not limited to customers of the Company on which I called or with which I may become acquainted during the term of my employment), business forecasts, sales and merchandising, marketing plans and information, and information regarding other employees. I understand nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, or working conditions of their employment, as protected by applicable law.

4. Non-disclosure of Proprietary Information. All Proprietary Information is the sole property of the Company, its assigns, and/or third parties who provided it to the Company, as applicable, and the Company, such assigns and/or such third parties, as applicable, shall be the sole owner of all patents, copyrights, works, trade secrets and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in strict confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Notwithstanding the foregoing, it is understood that: (a) this Agreement does not restrict my use of information which is generally known in

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the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish (but, for clarity, the foregoing does not grant me a license to any Company intellectual property); and (b) I may make disclosures of Proprietary Information that are specifically required by law or court order, provided that I have used diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and have notified the Company of such proceedings giving it an adequate chance to do the same. I understand my unauthorized use or disclosure of Company Proprietary Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by Company. I also understand my obligations under this Section 4 shall continue after termination of my employment.

5. Return of Materials. Upon termination of my employment, or at the request of the Company from time to time before termination, I will deliver to the Company all Company property, including but not limited to devices and equipment.

6. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, know-how, designs, works of authorship, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works. To the extent allowed by applicable law, for purposes of this Agreement, the term "Inventions" (and the assignments and licenses under Section 8 below) shall include (and I hereby expressly waive) all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

7. Disclosure of Prior Inventions. I have identified on Attachment A ("Prior Inventions") attached hereto all Inventions relating in any way to the Company's business or proposed business which were made by me prior to my employment with the Company ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in Attachment A ("Prior Inventions"). If there is no such list on Attachment A ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.

8. Ownership of Company Inventions; License of Prior Inventions. I hereby agree promptly to disclose and describe to the Company, and I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) in and to all Inventions and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my employment with the Company, whether prior to or following the execution of this Agreement, to and only to the fullest extent allowed by applicable law, including California Labor Code Section 2870 ("Company Inventions"). I agree to grant the Company or its designees a non-exclusive, royalty free, perpetual, irrevocable, transferable, sublicensable (with rights to sublicense through multiple tiers of distribution), worldwide license to practice all applicable patent, copyright and other intellectual property rights and confidential information relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions, products or services, or which is necessary for the use, reproduction, distribution or other exploitation of any Company Inventions. Notwithstanding the foregoing, I agree that I will not

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incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions, products or services without Company's prior written consent.

9. Cooperation in Perfecting Rights to Inventions.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining, perfecting, maintaining, defending and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned or licensed to the Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, mask works or other legal proceedings.

(b) In the event the Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, mask works or other rights with the same legal force and effect as if executed by me.

10. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of the Company do not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company, and I will not disclose to the Company, use in the course of my employment, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement, whether written or oral, that will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, that will interfere with my full compliance with this Agreement.

11. Survival. This Agreement (a) shall survive my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.

12. Non-assignable Inventions. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not apply to any Invention that qualifies fully as a non-assignable Invention under the provisions of Section 2870 of the California Labor Code (which is attached hereto as Attachment B), and I acknowledge that I have received and reviewed such provisions of the California Labor Code. However, I agree to disclose promptly in writing to the Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by the Company as to whether or not the Inventions should be the property of Company. Any such information will be received in confidence by the Company.

13. No Solicitation of Employees. During the term of my employment with the Company and for a period of twelve (12) months thereafter, I will not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

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14. No Competition. I agree that during the term of my employment with the Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of the Company, assist any other person or organization in competing with any business or demonstrably anticipated business of the Company, or engage in any other activities that conflict with my obligations to the Company.

15. No Solicitation of Customers. I agree that for a period of twelve (12) months following my employment with the Company, I will not use any Proprietary Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services, or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

16. Communication to Future Employers. Without disclosing any Proprietary Information, I agree to communicate my obligations under this Agreement to any future employer or potential employer. The Company is entitled to communicate my obligations under this Agreement to any such future employer or potential employer.

17. Termination Certification. Upon termination of my employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided for in this Agreement.

18. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate) and without any requirement to post a bond.

19. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing in accordance with this section.

20. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

21. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

22. Waiver; Delay. The waiver by the Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me. No delay by the Company in enforcing any of its rights or remedies upon a breach of any provision of this Agreement shall be construed as a waiver of such breach.

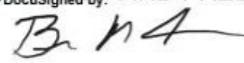
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23. Assignment. This Agreement is fully assignable by the Company, but any purported assignment of rights or delegation of duties under this Agreement by me is void and of no force and effect.

24. Entire Agreement. This Agreement, together with my offer letter agreement to which this Agreement was attached, represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both an authorized officer of the Company and me. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

25. At-Will Employment. I understand and acknowledge that my employment with the Company is for no specified term and constitutes "at-will" employment. I also understand that any representation to the contrary is unauthorized and not valid unless in writing and signed by the CEO of the Company. Accordingly, I acknowledge that my employment relationship may be terminated at any time, with or without good cause or for any or no cause, at my option or at the option of the Company, with or without notice. I further acknowledge that the Company may modify job titles, salaries, and benefits from time to time as it deems necessary.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

DocuSigned by:  
  
562A24CB6F0E415...

Name: Brian Irving

Address: 251 Missouri Street, San Francisco CA 94107

Dated: 2017-12-29

Accepted and Agreed:

Eventbrite  
155 5th Street  
San Francisco, CA 94103

By:



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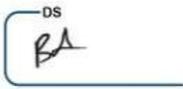
Julia Hartz, CEO  
Title: Chief Executive Officer  
Dated: 2017-12-29

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Attachment A

PRIOR INVENTIONS

None

A DocuSign signature box containing the handwritten initials "BA". The box is a rounded rectangle with a small "ds" logo in the top left corner. A horizontal line extends from the bottom right of the box.

Employee  
Initials

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Attachment B

California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

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Attachment C

EVENTBRITE, INC. TERMINATION CERTIFICATION

This is to certify I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, or other documents or property, or reproductions of any and all aforementioned items belonging to Eventbrite, Inc., its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify I have complied with all the terms of the Company's Proprietary Information and Invention Assignment Agreement signed by me, including but not limited to, the reporting of any inventions (as defined therein) conceived or made by me (solely or jointly with others) as covered by that agreement, and my obligations not to use or disclose Company Proprietary Information (as defined therein) except as necessary in the ordinary course of performing my duties as an employee of the Company.

I further agree that I will comply with my obligation under the Proprietary Information and Invention Assignment Agreement not to use or disclose any trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that, for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

I further agree that, for twelve (12) months from the date of this Certification, I shall not use any Proprietary Information of the Company, as defined under the Proprietary Information and Invention Assignment Agreement, to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

After leaving the Company's employment, I will be employed

by: \_\_\_\_\_ in the position

of: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Name of Employee

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## EXECUTIVE SEVERANCE AND CHANGE IN CONTROL AGREEMENT

This Executive Severance and Change in Control Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Eventbrite, Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Executive").

WHEREAS, the Company and the Executive desire to enter into this Agreement, effective \_\_\_\_\_ (the "Effective Date"), in order to, among other things, provide for certain severance benefits upon a termination of employment both in connection with a change of control of the company and in connection with certain events not involving a change in control of the Company.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements of the parties herein contained, the parties hereto agree as follows:

1. Purpose and Term.

(a) Purpose. The Compensation Committee of the Board of Directors of the Company (the "Board") has determined that appropriate steps should be taken to provide the Executive with competitive compensation and benefits arrangements in the event his or her employment is involuntarily terminated under certain circumstances. Nothing in this Agreement shall be construed as creating an express or implied contract of employment; and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company, any successor to the Company or any successor of any business of the Company.

(b) Term. The terms of this Agreement shall commence on the Effective Date and shall continue until and including the third anniversary of the Effective Date unless earlier terminated as provided herein or extended as described in this paragraph (the "Initial Term"). The Initial Term shall be renewed automatically for periods of one year (each, an "Extended Term") commencing at the third anniversary of the Effective Date and each subsequent anniversary thereof, unless written notice of non-renewal is given by the Company not less than 60 days prior to the end of the Initial Term or any Extended Term. As used herein, "Term" shall include the Initial Term and any Extended Term, but the Term shall end upon any termination of the Executive's employment with the Company as provided herein. Notwithstanding the foregoing, in the event a Change in Control (as defined in Section 5(b)) occurs during the Initial Term or any Extended Term, the Term shall be extended until 12 months after the Change in Control.

2. Severance Benefits Not in Connection with a Change in Control. If, during the Term, the Executive's employment is terminated by the Company for any reason other than for Cause, Disability or death, subject to the Executive signing a separation and release agreement containing, among other provisions, a general release of claims in favor of the Company and related persons and entities, confidentiality, return of property and non-disparagement, in a form and manner satisfactory to the Company (the "Separation Agreement and Release"), and the

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Separation Agreement and Release becoming irrevocable, all within 60 days after the earlier of (i) the Date of Termination or (ii) the date the Executive is provided with the Separation Agreement and Release (the "60-day Period"), the Executive shall be entitled to the following:

(a) The Company shall pay the Executive a lump sum in cash in an amount equal to six (6) months of the Executive's then current base salary.

(b) If the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company shall pay to the Executive a monthly cash payment for 6 months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company.

(c) The amounts payable under this Section 2 shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid in the second calendar year by the last day of such 60-day period.

3. Change in Control Severance Benefits. The provisions of this Section 3 are intended to assure and encourage in advance the Executive's continued attention and dedication to his or her assigned duties and his or her objectivity during the pendency and after the occurrence of a Change in Control. These provisions shall apply in lieu of, and expressly supersede, the provisions of Section 2 regarding severance pay and benefits upon a termination of employment, if such termination of employment occurs within 3 months before or 12 months after the occurrence of the first event constituting a Change in Control. These provisions shall terminate and be of no further force or effect beginning 12 months after the occurrence of a Change in Control (provided that any obligation to satisfy payment obligations thereafter shall remain in effect until all such payments are made).

(a) Change in Control Benefits. If, during the Term, upon or within 3 months before or 12 months after a Change in Control, the Executive's employment is terminated by the Company for any reason other than for Cause, Disability or death, or if the Executive terminates his or her employment for Good Reason (each a "Terminating Event"), then, subject to the signing of the Separation Agreement and Release by the Executive and the Separation Agreement and Release becoming irrevocable, all within 60 days after the Date of Termination:

(i) the Company shall pay the Executive a lump sum in cash in an amount equal to twelve (12) months of the Executive's base salary in effect on the date of the Terminating Event (or the Executive's annual base salary in effect immediately prior to the Change in Control, if higher);

(ii) all equity awards held by the Executive shall immediately accelerate and become fully vested, exercisable (if applicable) and nonforfeitable;

(iii) if the Executive was participating in the Company's group health plan immediately prior to the Date of Termination and elects COBRA health

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continuation, then the Company shall pay to the Executive a monthly cash payment for 12 months or the Executive's COBRA health continuation period, whichever ends earlier, in an amount equal to the monthly employer contribution that the Company would have made to provide health insurance to the Executive if the Executive had remained employed by the Company; and

(iv) the amounts payable under this Section 3(a) shall be paid or commence to be paid within 60 days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, such payment shall be paid in the second calendar year by the last day of such 60-day period.

4. Additional Limitation under Section 280G.

(a) Anything in this Agreement to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, calculated in a manner consistent with Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then the Aggregate Payments shall be reduced (but not below zero) so that the sum of all of the Aggregate Payments shall be \$1.00 less than the amount at which the Executive becomes subject to the excise tax imposed by Section 4999 of the Code; provided that such reduction shall only occur if it would result in the Executive receiving a higher After Tax Amount (as defined below) than the Executive would receive if the Aggregate Payments were not subject to such reduction. In such event, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Section 4, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Executive as a result of the Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.



(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 4(a) shall be made by a nationally recognized accounting firm selected by the Company (the "Accounting Firm") with the Executive's consent, which will not be unreasonably withheld. The Accounting Firm shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the Date of Termination, if applicable, or at such earlier time as is reasonably requested by the Company or the Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

5. Definitions. For purposes hereof, the following terms shall have the meanings set forth below:

(a) "Cause" shall mean:

(i) the Executive's material act of misconduct in connection with the performance of the Executive's duties to the Company; or

(ii) the Executive's commission of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct that would reasonably be expected to result in material injury or reputational harm to the Company or any of its subsidiaries or affiliates if the Executive were retained in the Executive's position; or

(iii) the Executive's continued non-performance of the Executive's duties to the Company 30 days following written notice thereof from the Company; or

(iv) the Executive's breach of any material provisions of any written agreement between the Executive and the Company, including without limitation, the Proprietary Information and Invention Assignment Agreement; or

(v) the Executive's material violation of the Company's written employment policies; or

(vi) the Executive's failure to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate.

(b) "Change in Control" shall mean any of the following:

(i) any "person," as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Act") (other than the Company, any of its subsidiaries, or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its subsidiaries), together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 50 percent or more of the combined voting power of the Company's then



outstanding securities having the right to vote in an election of the Board (“Voting Securities”) (in such case other than as a result of an acquisition of securities directly from the Company); or

(ii) the consummation of (A) any consolidation or merger of the Company where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate more than 50 percent of the voting shares of the Company issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), or (B) any sale or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company.

Notwithstanding the foregoing, a “Change in Control” shall not be deemed to have occurred for purposes of the foregoing clause (b)(i) solely as the result of an acquisition of securities by the Company that, by reducing the number of shares of Voting Securities outstanding, increases the proportionate number of shares of Voting Securities beneficially owned by any person to 50 percent or more of the combined voting power of all then outstanding Voting Securities; provided, however, that if any person referred to in this sentence shall thereafter become the beneficial owner of any additional shares of Voting Securities (other than pursuant to a stock split, stock dividend, or similar transaction or as a result of an acquisition of securities directly from the Company) and immediately thereafter beneficially owns 50 percent or more of the combined voting power of all then outstanding Voting Securities, then a “Change in Control” shall be deemed to have occurred for purposes of the foregoing clause (b)(i).

(c) “Date of Termination” shall mean: (i) if the Executive’s employment is terminated by the Company without Cause, the date set forth on the Notice of Termination; and (ii) if the Executive’s employment is terminated by the Executive with Good Reason, the date set forth on the Notice of Termination after the end of the Cure Period. Notwithstanding the foregoing, in the event that the Executive gives a Notice of Termination to the Company, the Company may unilaterally accelerate the Date of Termination and such acceleration shall not result in a separate termination by the Company for purposes of this Agreement.

(d) “Disability” shall mean that if, as a result of the Executive’s incapacity due to physical or mental illness, the Executive shall have been absent from his or her duties to the Company on a full-time basis for 180 calendar days in the aggregate in any 12 month period.

(e) “Good Reason” shall mean the Executive has complied with the “Good Reason Process” (hereinafter defined) following the occurrence of any of the following events without the Executive’s consent:

(i) a material reduction in the Executive’s base salary except for ~~across-the-board~~ salary reductions based on the Company’s financial performance similarly affecting all or substantially all senior management employees of the Company; or



- (ii) a material diminution in the Executive's authority, duties, or responsibilities; or
- (iii) a material diminution in the authority, duties, or responsibilities of the supervisor to whom the Executive is required to report; or
- (iv) a change of more than 50 miles in the geographic location in which the Executive must perform services for the Company.

(f) "Good Reason Process" shall mean that (1) the Executive reasonably determines in good faith that a "Good Reason" condition has occurred; (2) the Executive notifies the Company in writing of the first occurrence of the Good Reason condition within 45 days of the first occurrence of such condition; (3) the Executive cooperates in good faith with the Company's efforts, for a period not less than 30 days following such notice (the "Cure Period"), to remedy the condition; (4) notwithstanding such efforts, the Good Reason condition continues to exist; and (5) the Executive terminates his or her employment within 60 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(g) "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon. Any termination of the Executive's employment by the Company or any such termination by the Executive hereunder shall be communicated by written Notice of Termination to the other party hereto.

6. Executive's Covenant. The Executive has entered into a Proprietary Information and Invention Assignment Agreement with the Company dated on or before the Executive's commencement of employment with the Company (the "Restrictive Covenant Agreement"), which is incorporated herein by reference and survives the termination or expiration of this Agreement. In consideration of the benefits received under this Agreement, the Executive hereby reconfirms his or her obligations under the Restrictive Covenant Agreement in all respects, and understands that violation of the Executive's obligations under the Restrictive Covenant Agreement will result in forfeiture of severance benefits under this Agreement. The Executive understands that nothing contained in this Agreement or any other agreement limits the Executive's ability to communicate with any federal, state or local governmental agency or commission, including to provide documents or other information to a governmental agency, without notice to the Company. The Executive also understands that nothing in this Agreement or any other agreement limits the Executive's ability to share compensation information concerning the Executive or others, except that this does not permit the Executive to disclose compensation information concerning others that the Executive obtains because the Executive's job responsibilities require or allow access to such information. The Executive understands that pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.



7. Termination. This Agreement shall terminate upon the earliest of (a) the termination by the Company of the employment of the Executive for Cause or the failure by the Executive to perform his or her full-time duties with the Company by reason of his or her death or Disability, (b) the resignation or termination of the Executive's employment by the Executive without Good Reason, or (c) at the end of the then current Term following delivery of a notice of non-renewal under Section 1(b) herein (subject to the terms of such Section 1(b)).

8. Section 409A.

(a) Anything in this Agreement to the contrary notwithstanding, if at the time of the Executive's separation from service within the meaning of Section 409A of the Code, the Company determines that the Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Executive becomes entitled to under this Agreement on account of the Executive's separation from service would be considered deferred compensation otherwise subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Executive's separation from service, or (B) the Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(c) To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Executive's termination of employment, then such payments or benefits shall be payable only upon the Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner



so that all payments hereunder comply with Section 409A of the Code. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(e) The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

9. Litigation and Regulatory Cooperation. During and after the Executive's employment, the Executive shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company in connection with any investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. Any cooperation pursuant to this Section 9 is subject to the Company's obligation to reimburse the Executive for any reasonable expenses incurred during activities performed at the Company's request pursuant to this Section 9, subject to the same standards and procedures as apply to business expense reimbursements pursuant to the Company's Travel and Expense reimbursement policy.

10. Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise and any other claims based on any statute) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in San Francisco, California in accordance with the Employment Arbitration Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section 10 shall be specifically enforceable. Notwithstanding the foregoing, this Section 10 shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or a preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Section 10.



11. Consent to Jurisdiction. To the extent that any court action is permitted consistent with or to enforce Section 10 of this Agreement, the parties hereby consent to the jurisdiction of the Superior Court of the State of California and the United States District Court for the Northern District of California. Accordingly, with respect to any such court action, the Executive (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process.

12. Integration. This Agreement, together with the additional agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning such subject matter, including, without limitation, the provisions of the Employment Offer Letter, dated as of July 17, 2017, by and between the Executive and the Company, regarding the acceleration of the Executive's option award.

13. Effect on Other Plans. An election by the Executive to resign for Good Reason under the provisions of this Agreement shall not be deemed a voluntary termination of employment by the Executive for the purpose of interpreting the provisions of any of the Company's benefit plans, programs or policies. Nothing in this Agreement shall be construed to limit the rights of the Executive under the Company's benefit plans, programs or policies except that the Executive shall have no rights to any severance benefits under any Company severance pay plan.

14. Withholding. All payments made by the Company to the Executive under this Agreement shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

15. Successor to the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal representatives, executors, administrators, heirs, distributees, devisees and legatees.

16. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained herein.

18. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this



Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

19. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company or, in the case of the Company, at its main offices, attention of the Chief Executive Officer.

20. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

21. Governing Law. This is a California contract and shall be construed under and be governed in all respects by the laws of the State of California, without giving effect to the conflict of laws principles of such State.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

23. Successor to Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company expressly to assume and agree to perform this Agreement to the same extent that the Company would be required to perform it if no succession had taken place. Failure of the Company to obtain an assumption of this Agreement at or prior to the effectiveness of any succession shall be a material breach of this Agreement.

24. Gender Neutral. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument by the Company by its duly authorized officer, and by the Executive, as of the date first above written.

EVENTBRITE, INC.

By: \_\_\_\_\_  
Julia Hartz  
Chief Executive Officer

\_\_\_\_\_  
Executive

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## DISPUTE RESOLUTION AGREEMENT (US ONLY)

This Dispute Resolution Agreement is a contract and covers important issues relating to your employment with Eventbrite and the settlement of any disputes that may arise from time to time between you and Eventbrite. You are free to seek assistance from independent advisors of your choice outside Eventbrite or to refrain from doing so if that is your choice.

### 1. How This Agreement Applies

This Agreement applies to any dispute arising out of or related to your employment with Eventbrite, Inc. or one of its affiliates, successor, subsidiaries or parent companies (collectively, "Eventbrite") or termination of employment and survives after the employment relationship terminates. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or Eventbrite from utilizing Eventbrite's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for such procedures.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by a court or jury trial. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Agreement, including without limitation as to the enforceability, conscionability, revocability, or validity of this Agreement or any portion of this Agreement other than the Class Action Waiver contained in paragraph 6 below.

Except as it otherwise provides, this Agreement also applies, without limitation, to disputes arising out of or related to the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by Eventbrite and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Genetic Information Nondiscrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims.

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and evidences a transaction involving commerce.

### 2. Limitations On How This Agreement Applies

This Agreement does not apply to: (i) claims for workers compensation, state disability insurance and unemployment insurance benefits, (ii) disputes which may not be subject to pre-dispute arbitration agreements as provided in the Dodd-Frank Wall Street Reform and Consumer Protection Act, and (iii) claims for which applicable law permits access to an administrative agency notwithstanding the existence of this Agreement and which are then brought before such administrative agency, including without limitation claims or charges brought before the Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), or the Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

### 3. Selecting The Arbitrator



The neutral Arbitrator shall be selected by mutual agreement of you and Eventbrite. Unless you and Eventbrite mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the arbitrator by mutual agreement. The location of the arbitration proceeding shall be no more than 45 miles from the place where you last worked for Eventbrite, unless each party to the arbitration agrees in writing otherwise.

#### 4. Starting The Arbitration

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to Eventbrite shall be provided to Eventbrite's Legal Department at Eventbrite's then current registered address for the service of process in California. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

#### 5. How Arbitration Proceedings Are Conducted

In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. At a party's request or on the Arbitrator's own initiative, the Arbitrator may subpoena witnesses or documents for discovery purposes or for the arbitration hearing.

#### 6. Class Action Waiver

You and Eventbrite agree not to bring any dispute in arbitration on a class basis. Accordingly, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver").

The Class Action Waiver shall be severable from this Agreement in the event it is found unenforceable. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, revocable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure the individual action proceeds in arbitration.

Although you will not be retaliated against, disciplined or threatened with discipline as a result of exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class action in any forum, Eventbrite may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class action or claim.

#### 7. Paying For The Arbitration

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party



may later be entitled under applicable law. However, you will only pay so much of the arbitration filing fees as you would have paid had you filed a Complaint in a court of law and Eventbrite will pay all remaining administrative and/or hearing fees charged by the Arbitrator.

#### 8. The Arbitration Hearing And Award

The parties will arbitrate their dispute before the Arbitrator, who shall confer with the parties regarding the conduct of the hearing and resolve any disputes the parties may have in that regard. Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Agreement. The Arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

#### 9. Your Right To Opt Out Of Arbitration

Arbitration is not a mandatory condition of your employment at Eventbrite, and therefore you may submit a form stating that you wish to opt out and not be subject to this Agreement. You must submit a signed and dated statement on a "Dispute Resolution Agreement Opt Out Form" ("Form"), a copy of which is attached to this Agreement and can also be obtained from [hr@eventbrite.com](mailto:hr@eventbrite.com). In order to be effective, the signed and dated Form must be returned to Eventbrite, either (i) by Certified U.S. Mail addressed to Eventbrite Inc., 155 5<sup>th</sup> Street, San Francisco, CA 94103, Attn: HR, or (ii) by email with confirmation of delivery to [hr@eventbrite.com](mailto:hr@eventbrite.com), in each case within 30 days of your signing of this Agreement. If you timely opt out as provided in this paragraph you will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. Should you not opt out of this Agreement within 30 days of your signing of this Agreement, continuing your employment after execution of this Agreement constitutes mutual acceptance of the terms of this Agreement by you and Eventbrite and binding arbitration will be the sole method by which disputes between you and Eventbrite are resolved, except to the extent set forth herein. You have the right to consult with counsel of your choice concerning this Agreement.

#### 10. Non-Retaliation

It is against Eventbrite policy for any employee to be subject to retaliation if he or she exercises his or her right to assert claims under this Agreement. If you believe that you have been retaliated against by anyone at Eventbrite, you should immediately report this to [hr@eventbrite.com](mailto:hr@eventbrite.com).

#### 11. Enforcement Of This Agreement

This Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. Except as stated in paragraph 6, above, in the event any portion of this Agreement is deemed unenforceable, the remainder of this Agreement will be enforceable. If the Class Action Waiver is deemed to be unenforceable, you and Eventbrite agree that this Agreement is otherwise silent as to any party's ability to bring a class action in arbitration.

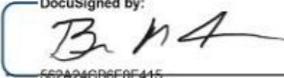
I acknowledge that I have received, read, and understood this Dispute Resolution Agreement, including the Class Action Waiver contained herein. I further acknowledge that I have read and



understood my right to opt out of this Agreement, as set forth in Paragraph 9 above.

AGREED:

EMPLOYEE NAME PRINTED Brian Irving

EMPLOYEE SIGNATURE  DocuSigned by:  
662A240B6F0E415...

Date: 2017-12-29

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DISPUTE RESOLUTION AGREEMENT OPT OUT FORM

I have reviewed the Dispute Resolution Agreement. I elect to opt out of the Dispute Resolution Agreement. I understand that there will be no adverse employment action taken against me as a consequence of that decision. I understand that this signed Dispute Resolution Agreement Opt Out Form must be returned in a timely fashion, as provided in the Dispute Resolution Agreement. The date of its return will be determined by the date of the postmark on the envelope in which the form is mailed. Alternatively, I may email the form to the email address indicated below, and the date of return will be determined by the date delivery of such email is confirmed. By timely returning this signed Dispute Resolution Agreement Opt Out Form, I understand that the Dispute Resolution Agreement will not apply to me.

Date of Signature: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Employee Name Printed: \_\_\_\_\_

This Dispute Resolution Agreement Opt Out Form may be returned to the Human Resources Department either:

(1) via Certified U.S. Mail addressed to Eventbrite Inc., 155 5<sup>th</sup> Street, San Francisco, CA 94103, Attn: HR; OR

(2) via email to [hr@eventbrite.com](mailto:hr@eventbrite.com).

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651 Brannan St., Suite 110  
San Francisco, CA 94107

**CONFIDENTIAL INFORMATION**

March 1, 2012

Pat Poels  
3238 E Juanita Avenue  
Mesa, AZ 85204

Re: Employment Offer Letter

Dear Pat,

It is my pleasure to offer you a position at Eventbrite, Inc. ("Company"), coming on board to assume a primary role in building our business. The details of this offer are as follows:

**Position: VP of Engineering**

**Reporting To: CEO**

**Base Salary: \$200,000**

**Stock Options: 180,000**

**Start Date: March 2, 2012**

This offer is contingent upon reference checks, clearance of any conflicts of interest, your execution of the Proprietary Information and Invention Assignment Agreement, and your eligibility to work in the United States. The terms of your new position with the Company are as set forth below:

1. **Position.** We are very pleased to offer you the position set forth above under "Position" reporting directly to the position set forth above under "Reporting To".
2. **Start Date.** Subject to fulfillment of the conditions imposed by this letter agreement, you will commence this new position with the Company on the above start date.
3. **Proof of Right to Work.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your start date, or your employment relationship with us may be terminated.

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4. Compensation. (a) Salary. If you accept this offer, you will receive the salary listed above, payable in semi-monthly installments on our regular paydays, as in effect from time to time. (b) Benefits. As an employee of the Company, you will be eligible for company benefits as in effect from time to time (which currently include medical, dental, vision insurance, optional participation in an HSA program, and a monthly transportation stipend) in accordance with our policies for similarly situated employees. (c) Paid Time Off. You will be entitled to fifteen (15) days of paid time off per year, accruing on a monthly basis according to the Company's policy, to use for vacation, personal illness, and family illness.

5. Option to Purchase Common Stock. In connection with the commencement of your employment, the Company will recommend that the Board of Directors grant you an option to purchase shares of the Company's Common Stock as stated above ("Shares") under the Company's 2010 Stock Plan, as amended ("Plan"). This Option shall be governed by the terms and conditions of the Plan and the Company's Stock Option Agreement ("Agreement"), including without limitation having an exercise purchase price equal to the fair market value on the date of the grant as determined in good faith by the Board of Directors of the Company. The Shares issued upon the exercise of the option will be subject to various rights, restrictions and obligations, as provided in the Agreement and Plan. A copy of the Plan and the form of the Agreement are available for your review upon request. The option will be an incentive stock option to the extent allowed by the Plan and applicable law.

6. Proprietary Information and Invention Assignment Agreement. Your acceptance of this offer and commencement of employment with the Company is contingent upon your execution of the Company's "Proprietary Information and Invention Assignment Agreement". Signed copies of which must be delivered to an officer of the Company prior to or on your start date.

7. Conflicts of Interest. Your employment pursuant to this offer is contingent upon you having disclosed to the Company any potential conflicts of interest between your past employment and future duties with the Company. By accepting this offer of employment, you are certifying that (i) you are not aware of any impediment to loyal and conscientious employment with the Company, (ii) you have not engaged in any conduct or entered into any agreement that would disqualify you from employment with the Company or in anyway restrict your employment with the Company, and (iii) neither your employment with the Company nor the discharge of your employment duties will violate any agreement that you have executed with a third party.

You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you in connection with your employment with the Company, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice and you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's Chief Executive Officer. By way of illustration, but not limitation you may not (i) accept or perform work of a nature that conflicts or competes in any way with the business, products or services of the Company, or causes you or has potential to cause you to be disloyal; (ii) use any Company resources including, but not limited to, computer hardware and software, telephones, facsimile machines, and copiers, for or in connection with any non-Company work; (iii) perform any non-Company work on Company premises; or (iv) perform any non-Company work during



normal business hours. Nothing in this letter agreement will prevent you from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, provided such efforts are not inconsistent with the above principles.

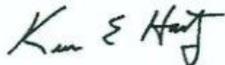
8. At-Will Employment. Notwithstanding any other provision of this letter agreement to the contrary, your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason, with or without cause. No employee or representative of the Company, other than the Chief Executive Officer has the authority to alter the at-will nature of your employment relationship. The Chief Executive Officer can only do so in a written employment agreement that is signed by both the Chief Executive Officer and yourself.

We are delighted to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter agreement in the space provided below and return it to me, along with a signed and dated copy of the Proprietary Information and Invention Assignment Agreement.

This letter, together with the Proprietary Information and Invention Assignment Agreement, sets forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.

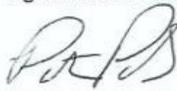
If you have any questions about this offer, please call me. We look forward to a favorable reply and to a rewarding and productive association with you.

Sincerely,



Kevin Hartz, CEO

Agreed and Accepted:



Pat Poels

Date

3-2-2012

Enclosures: Proprietary Information and Invention Assignment Agreement



EMPLOYEE  
PROPRIETARY INFORMATION AND INVENTION  
ASSIGNMENT AGREEMENT

This Agreement is effective as of the commencement of my employment with Eventbrite, Inc., its subsidiaries and/or affiliates (all of the foregoing together with their successors and assigns being referred to collectively herein as, "Company") and is intended to formalize in writing certain understandings and procedures that have been in effect since the time I was initially employed by Company. In return for my new or continued employment by Company, I acknowledge and agree that:

1. Period of Employment. As used herein, the period of my employment (as well as the definition of "employment," "employed," and words of similar import as used in this Agreement) includes any time in which I may be or have been rendering services to the Company or retained by Company as a consultant or independent contractor.

2. Information Systems. I recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

3. Proprietary Information. My employment creates a relationship of confidence and trust between Company and me with respect to any information:

(a) Applicable or relevant to the business of Company; or

(b) Applicable or relevant to the business of any third party, which may be made known to me by Company or by any third party, or learned by me in the context of my employment.

All of such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all Company Inventions (as defined below), technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, marketing plans and information, and information regarding other employees.

4. Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, its assigns, and/or third parties who provided it to Company, as applicable, and Company, such assigns and/or such third parties, as applicable, shall be the sole owner of all patents, copyrights, works, trade secrets and other rights in connection therewith. I hereby assign to Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company. Notwithstanding the foregoing, it is understood that, (a) this Agreement does



not restrict my use of information which is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish (but, for clarity, the foregoing does not grant me a license to any Company intellectual property), and (b) I may make disclosures of Proprietary Information that are specifically required by law or court order, provided that I have used diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and have notified Company of such proceedings giving it an adequate chance to do the same.

5. Return of Materials. Upon termination of my employment or at the request of Company from time to time before termination, I will deliver to Company all written and tangible material in my possession incorporating the Proprietary Information or otherwise relating to Company's business.

6. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, know-how, designs, works of authorship, maskworks, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works. To the extent allowed by applicable law, for the purposes of this Agreement, the term "Inventions" (and the assignments and licenses under Section 8 below) shall include (and I hereby expressly waive) all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

7. Disclosure of Prior Inventions. I have identified on Attachment A ("Prior Inventions") attached hereto all Inventions relating in any way to Company's business or proposed business which were made by me prior to my employment with Company ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in Attachment A ("Prior Inventions"). If there is no such list on Attachment A ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.

8. Ownership of Company Inventions; License of Prior Inventions. I hereby agree promptly to disclose and describe to Company, and I hereby assign and agree to assign to Company or its designee, my entire right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) in and to all Inventions and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my employment with Company, whether prior to or following the execution of this Agreement, to and only to the fullest extent allowed by applicable law, including California Labor Code Section 2870 ("Company Inventions"). I agree to grant Company or its designees a non-exclusive, royalty free, perpetual, irrevocable, transferable, sublicensable (with rights to sublicense through multiple tiers of distribution), worldwide license to practice all applicable patent, copyright and other intellectual property rights and confidential information relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions, products or services, or which is necessary for the use, reproduction, distribution or other exploitation of any Company Inventions. Notwithstanding the foregoing, I agree that I will not



incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions, products or services without Company's prior written consent.

9. Cooperation in Perfecting Rights to Inventions.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist it, at its expense, in obtaining, perfecting, maintaining, defending and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned or licensed to Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, maskworks or other legal proceedings.

(b) In the event that Company is unable for any reason to secure my signature to any document required to apply for or execute any patent, copyright, mask work or other applications with respect to any Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, maskworks or other rights with the same legal force and effect as if executed by me.

10. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with Company, and I will not disclose to Company, use in the course of my employment, or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement, whether written or oral, that will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, that will interfere with my full compliance with this Agreement.

11. Survival. This Agreement (a) shall survive my employment by Company, (b) does not in any way restrict my right or the right of Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of Company, and (d) is binding upon my heirs and legal representatives.

12. Nonassignable Inventions. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not apply to any Invention that qualifies fully as a nonassignable Invention under the provisions of Section 2870 of the California Labor Code (which is attached hereto as Attachment B), and I acknowledge that I have received and reviewed such provisions of the California Labor Code. However, I agree to disclose promptly in writing to Company all Inventions made or conceived by me during the term of my employment, whether or not I believe such Inventions are subject to this Agreement, to permit a determination by Company as to whether or not the Inventions should be the property of Company. Any such information will be received in confidence by Company.

13. No Solicitation. During the term of my employment with Company and for a period of one (1) year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of Company to terminate their employment with Company.



14. No Competition. I agree that during the term of my employment with Company (whether or not during business hours), I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

15. Communication to Future Employers. Without disclosing any Proprietary Information, I agree to communicate my obligations under this Agreement to any future employer or potential employer. The Company is entitled to communicate my obligations under this Agreement to any such future employer or potential employer.

16. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate) and without any requirement to post a bond.

17. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing in accordance with this section.

18. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

19. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

20. Waiver; Delay. The waiver by Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me. No delay by Company in enforcing any of its rights or remedies upon a breach of any provision of this Agreement shall be construed as a waiver of such breach.

21. Assignment. This Agreement is fully assignable by Company, but any purported assignment of rights or delegation of duties under this Agreement by me is void and of no force and effect.

22. Entire Agreement. This Agreement, together with my offer letter agreement to which this Agreement was attached, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both an authorized officer of Company and me. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

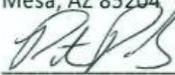






I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Pat Poels  
3238 E Juanita Avenue  
Mesa, AZ 85204



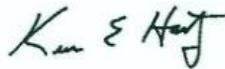
Pat Poels  
VP of Engineering

Dated: 3-2-2012

Accepted and Agreed:

Eventbrite  
651 Brannan St., Suite 110  
San Francisco, CA 94107

By:



\_\_\_\_\_  
Kevin Hartz

Title: Chief Executive Officer

Dated: March 1, 2012



Attachment A

PRIOR INVENTIONS

None

PP  
Employee  
Initials



Attachment B

California Labor Code Section 2870. Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.





**Subsidiaries of Registrant**

<b><u>Name of Subsidiary</u></b>	<b><u>Jurisdiction of Organization</u></b>
Eventbrite UK Limited	United Kingdom
Eventbrite International, Inc.	Delaware
Lanyrd Limited	United Kingdom
Ticketfly LLC	Delaware
Eventbrite FR SAS	France
TSTM Group Limited	United Kingdom
Eventbrite Operations (IE) Limited	Ireland
Eventbrite Singapore Pte. Ltd.	Singapore
Eventioz Holdings, Inc.	Delaware
Eventioz, Inc.	Delaware
Eventbrite DE GmbH	Germany
Ticketfly Canada Services, Inc.	Canada
Eventbrite NL BV	Netherlands
ticketscript Limited	United Kingdom
Eventbrite ES SL	Spain
Eventbrite BE BVBA	Belgium
Eventbrite Hong Kong Limited	Hong Kong
Eventbrite Mexico Payment Processing S. DE R.L. DE C.V.	Mexico
Eventbrite NZ	New Zealand
Eventbrite AU Pty Limited	Australia
Eventbrite Canada, Inc.	Canada
Picatic E-Ticket Inc.	Canada
Jordiparc S.A.	Uruguay
Eventbrite Brasil Gestao De Eventos Ltda	Brazil
Eventbrite Argentina S.A.	Argentina
Eventioz Chile SPA	Chile
ticketscript GmbH	Germany
Ticketea S.L.	Spain
Ticketea Ltd	United Kingdom

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-227433) of Eventbrite, Inc. of our report dated March 7, 2019 relating to the financial statements, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP  
San Jose, California  
March 7, 2019

**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF  
THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002**

I, Julia Hartz, certify that:

1. I have reviewed this annual report on Form 10-K of Eventbrite, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a—15(e) and 15d—15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 7, 2019

/s/ Julia Hartz

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Julia Hartz

Chief Executive Officer

*(Principal Executive Officer)*

**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF  
THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002**

I, Randy Befumo, certify that:

1. I have reviewed this annual report on Form 10-K of Eventbrite, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a—15(e) and 15d—15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 7, 2019

/s/ Randy Befumo

\_\_\_\_\_

Randy Befumo

Chief Financial Officer

*(Principal Financial Officer)*

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Julia Hartz, Chief Executive Officer of Eventbrite, Inc. (the "Company"), and Randy Befumo, Chief Financial Officer of the Company, each hereby certifies that, to the best of his or her knowledge:

1. The Company's annual report on Form 10-K for the year ended December 31, 2018, to which this Certification is attached as Exhibit 32.1 (the "Annual Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 7, 2019

/s/ Julia Hartz

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Julia Hartz  
Chief Executive Officer  
*(Principal Executive Officer)*

/s/ Randy Befumo

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Randy Befumo  
Chief Financial Officer  
*(Principal Financial Officer)*