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Transaction ID 80062201
Case No. 2026-0045-PAF

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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| JUNIPER INTERNATIONAL LLC and YAO HAI, on behalf of themselves and all other similarly situated stockholders of EVENTBRITE, INC.,<br><br>Plaintiffs,<br>v.<br><br>EVENTBRITE, INC., JULIA HARTZ, HELEN RILEY, PILAR MANCHÓN, SEAN MORIARTY, NAOMI WHEELESS, JANE LAUDER, APRIL UNDERWOOD, KATHERINE AUGUST-DEWILDE, KEVIN HARTZ, BENDING SPOONS US, INC., KEVIN EARNEST HARTZ & JULIA D. HARTZ AS TRUSTEES FOR THE HARTZ FAMILY REVOCABLE TRUST DATED 12/4/2008, and DIVESH MAKAN AS TRUSTEE FOR THE HARTZ 2008 IRREVOCABLE TRUST DATED SEPTEMBER 15, 2008,<br><br>Defendants. | C.A. No. 2026-0045-PAF |

**STIPULATION AND [PROPOSED] ORDER GOVERNING PLAINTIFFS' COUNSEL'S AWARD OF ATTORNEYS' FEES AND EXPENSES, NOTICE OF MOOTNESS FEE AND CLOSING THE ACTION**

WHEREAS, on December 1, 2025, Eventbrite, Inc. ("Eventbrite" or the "Company") entered into an agreement to be acquired by Bending Spoons US Inc. ("Bending Spoons"), a Delaware corporation and a wholly owned indirect subsidiary of privately held Bending Spoons S.p.A., an Italian joint-stock company that acquires and manages a variety of technology assets, for $4.50 per share in cash (the "Merger").

WHEREAS, concurrently with the signing of the Agreement and Plan of Merger (the "Merger Agreement"), the Company's founder and Chief Executive Officer, Julia Hartz ("Hartz"), and her affiliates, her husband (Kevin Hartz), and trust entities benefitting her and her husband (collectively, the "Hartz Parties"), entered into a voting and support agreement with Bending Spoons (the "Voting Agreement");

WHEREAS, on January 12, 2026, Plaintiffs Juniper International LLC and Yao Hai, on behalf of themselves and all other similarly situated stockholders of Eventbrite, filed their complaint (the "Complaint") initiating the above-captioned action (the "Action"). The Complaint alleges that the entry and delivery of the Voting Agreement constituted a "Transfer" under Eventbrite's Amended and Restated Certificate of Incorporation (the "Charter"), which allegedly triggered the automatic conversion of the Hartz Parties' high-vote Class B shares into single-vote Class A shares (the "Alleged Automatic Conversion"). Plaintiffs further allege that despite the Alleged Automatic Conversion of the Company's Class B shares, the Company is treating the Class B shares as still being outstanding and able to be voted in the Merger vote;

WHEREAS, concurrently with filing the Complaint, Plaintiffs filed a motion for expedited proceedings (the "Expedition Motion");

WHEREAS, on January 15, 2026, Eventbrite and other defendants filed an opposition to the Expedition Motion and, on January 16, 2026, Plaintiffs filed their reply;

WHEREAS, on January 20, 2026, after a telephonic oral argument on the Expedition Motion, the Court granted the Expedition Motion;

WHEREAS, on January 22, 2026, the Court entered a scheduling order requiring Plaintiffs to file a Motion for Preliminary Injunction on or before January 28, 2026 and scheduling a hearing on Plaintiffs' Motion for Preliminary Injunction for February 12, 2026 (the "Preliminary Injunction Hearing");

WHEREAS, on January 28, 2026, the parties entered into a stipulation concerning disclosure of the Alleged Automatic Conversion (the "Disclosure Stipulation") which provided, among other things, that if the Merger Agreement was approved at the Special Meeting (as defined below) by the affirmative vote of a majority of the voting power of the Company's outstanding shares entitled to vote at such meeting, as tabulated by assuming that Plaintiffs' Alleged Automatic Conversion (as defined in the Disclosure Stipulation) occurred on December 1, 2025, then Plaintiffs would dismiss their Alleged Automatic Conversion claim as moot (and withdraw their request for injunctive relief) and not seek an injunction to prevent the Merger from closing on the basis of the Alleged Automatic Conversion claim or on the basis of any other claim;

WHEREAS, on February 27, 2026, the Company held a special meeting at which the stockholders voted on the Merger Agreement (the "Special Meeting") where the Merger Agreement was approved by the requisite vote of the Company's stockholders, assuming the Alleged Automatic Conversion had not occurred on December 1, 2025. Additionally and separately, the Merger Agreement was approved by the requisite vote of the Company's stockholders, assuming the Alleged Automatic Conversion had occurred on December 1, 2025. (Eventbrite, Inc., Current Report, Form 8-K (March 2, 2026) ("Form 8-K"));

WHEREAS, pursuant to the Disclosure Stipulation, Plaintiffs reviewed the voting results on the Merger Agreement and determined that the disclosures made by the Company and provided to Plaintiffs showed that the Merger Agreement was approved by the requisite vote of the Company's stockholders, assuming the Alleged Automatic Conversion had occurred (Form 8-K);

WHEREAS, Defendants deny that there has been any violation of the Charter based on the decision to enter into, or any aspect of, the Voting Agreement, or that any Alleged Automatic Conversion occurred. Defendants further deny that any material facts concerning the Voting Agreement or related proxy disclosures were misleading or omitted, and deny that any claim asserted in the Complaint is or was ever meritorious. The Defendants otherwise reserve all rights, claims, arguments and defenses;

WHEREAS, on March 6, 2026, the Court entered the stipulated Order dismissing the Action as moot and retaining jurisdiction to determine Plaintiffs' counsel's application for an award of attorneys' fees and expenses (the "Dismissal Order");

WHEREAS, following arms'-length negotiations, the parties agreed to fully resolve Plaintiffs' counsel's claim for an award of attorneys' fees and expenses with a payment to Plaintiffs' counsel that the Company makes and/or causes to be made, on behalf of all Defendants, of $1,375,000 (the "Mootness Fee");

WHEREAS, the Court has not and will not pass judgment on the payment of the Mootness Fee; and

WHEREAS, the parties shall disclose the agreement to pay the Mootness Fee in the manner set forth below (the "Notice");

**NOW, THEREFORE, IT IS STIPULATED AND AGREED** by the parties, through their undersigned counsel,[1] subject to the approval of the Court, that:

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[1] Defendants Julia Hartz; Kevin Hartz; Kevin Earnest Hartz & Julia D. Hartz as Trustees for the Hartz Family Revocable Trust Dated 12/4/2008; and Divesh Makan as Trustee for the Hartz 2008 Irrevocable Trust Dated September 15, 2008, have agreed to be bound by the terms of this Stipulation.

1. Within ten (10) business days of the entry of this Order, (a) Defendants shall include a disclosure substantially similar to that annexed hereto as Exhibit A to be (i) published once in the Investor's Business Daily and (ii) posted to the Company's website for a period of 30 calendar days; and (b) Plaintiffs shall include a disclosure substantially similar to that annexed hereto as Exhibit A to be posted on the website of Labaton Keller Sucharow LLP ("Labaton") for a period of 30 calendar days. The cost of the publication of the Notice in Investor's Business Daily and posting of the Notice to the Company website shall be paid by the Company. The cost of posting the Notice to Labaton's website shall be paid by Plaintiffs.

2. Within five (5) business days of disseminating the Notice, the parties shall file affidavits (the "Affidavits") with the Court stating that the parties have complied with Paragraph 1.

3. Within thirty (30) calendar days of the later of (i) the Court entering this Order or (ii) the provision by Plaintiffs' counsel of a Form W-9 and wiring instructions to the Company, the Company shall pay or cause to be paid to Plaintiffs' counsel the Mootness Fee, by electronic transfer to an account designated by Plaintiffs' counsel, in full and complete satisfaction of Plaintiffs' and Plaintiffs' counsel's claim for attorneys' fees and expenses in connection with the Action. Upon receipt of such payment, Plaintiffs and Plaintiffs' counsel shall be deemed to have fully and completely released all Defendants, and each of their respective subsidiaries,

affiliates, parents, divisions, directors, officers, employees, predecessors and successors, managers, equity holders, beneficiaries, members, any related persons or entities, insurers, trustees, administrators, representatives and fiduciaries, successors, assigns and agents, from all claims for attorneys' fees and expenses in connection with the Action.

4. Upon the filing of the Affidavits, the Register in Chancery is directed to close the Action on the docket for all purposes. The Court will no longer retain jurisdiction over the Action for any purpose.

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Dated: July 17, 2026

SO ORDERED, this ____ day of ________________, 2026

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Vice Chancellor Paul A. Fioravanti, Jr.

This document constitutes a ruling of the court and should be treated as such.

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| **Court:** | DE Court of Chancery Civil Action |
| **Judge:** | Paul A Fioravanti |
| **File & Serve Transaction ID:** | 80060005 |
| **Current Date:** | Jul 17, 2026 |
| **Case Number:** | 2026-0045-PAF |
| **Case Name:** | Juniper International LLC v. Eventbrite, Inc., et al. |
| **Court Authorizer:** | Paul A Fioravanti Jr |

**/s/ Judge Paul A Fioravanti Jr**