

**DEROGATION LETTER  
IN RESPECT OF INITIAL ENFORCEMENT ORDERS ISSUED  
PURSUANT TO SECTION 72(2) ENTERPRISE ACT 2002**

Please note that [§<] indicates figures or text which have been deleted at the request of the parties for reasons of commercial confidentiality.

Consent under section 72(3C) of the Enterprise Act 2002 to certain actions for the purposes of the Initial Enforcement Order made by the Competition and Markets Authority ('CMA') on 7 February 2020.

**Completed acquisition by PUG LLC of StubHub, Inc., StubHub (UK) Limited, StubHub Europe S.à.r.l., StubHub India Private Limited, StubHub International Limited, StubHub Taiwan Co., Ltd., StubHub GmbH, and Todoentradas, S.L.**

We refer to your submissions of 11, 12, 13 and 17 March 2020 requesting that the CMA consent to derogations from the Initial Enforcement Order of 7 February 2020 (the "**Initial Order**"). The terms defined in the Initial Order have the same meaning in this letter.

Under the Initial Order, save for written consent by the CMA, Pugnacious Endeavors, Inc., ("**viagogo**") and PUG LLC ("**PUG**") are required to hold separate the viagogo business from the StubHub business and refrain from taking any action which might prejudice a reference under section 22 of the Act or impede the taking of any remedial action following such a reference.

After due consideration of your request for derogations from the Initial Order, based on the information received from you and in the particular circumstances of this case, viagogo, PUG and StubHub may carry out the following actions, in respect of the specific paragraphs.

**1. Paragraph 7(l) of the Initial Order**

The Parties submit that [§<]. In order to ensure the ongoing viability of the StubHub business and the viagogo business, and notwithstanding the derogations already in place, the Parties are requesting CMA consent to share strictly necessary commercially sensitive information with each other.

Based on the Parties' submissions, the CMA understands that [§<]. Given the extraordinary circumstances existing at this time, the purpose of this derogation is to enable each Party to receive information on cash flow (including cash flow projections), payments, including future payments and exposures to assist them in understanding [§<].

1. The CMA consents to a derogation from paragraphs 7(l) of the IEO for:

- (a) certain members of the viagogo management team (as listed in Annex 1), to have discussions and exchange information with certain members of the StubHub management team (as listed in Annex 1), in relation to the [X]. These discussions and exchanges of information will only include matters relating to liquidity, cash flow, operating expenditure and capital expenditure and in particular the matters set out in Annex 2; and
  - (b) as deemed appropriate by viagogo management, and subject to review by the CMA, reports and updates may be provided to viagogo shareholders and investors in relation to the information described in (a) above.
2. The CMA consents to a derogation from paragraphs 7(l) of the Initial Order, strictly on the basis that:
- (a) the information shared would be limited to that strictly necessary for the purposes of understanding [X]
  - (b) all personnel listed in Annex 1 receiving information under this derogation shall enter into a confidentiality undertaking in a form to be approved by the CMA;
  - (c) this derogation only relates to information sharing and does not allow any integration of the viagogo and StubHub businesses or any changes to the operation or functioning of the StubHub business or the viagogo business;
  - (d) should viagogo consider that further action is necessary in order to protect the ongoing viability of the StubHub business or the viagogo business it shall seek an appropriate derogation from the CMA;
  - (e) information will only be shared with the personnel listed in Annex 1 to this derogation letter, which can only be amended with written consent from the CMA (including via email);
  - (f) the personnel listed in Annex 1 must not share the information received under this derogation with any other individual at either business who are not listed in Annex 1, or consult with any other individual at either business who are not listed in Annex 1 in relation to the information received under this derogation.
  - (g) the Parties will keep a record of all information shared in accordance with this derogation, such record to be made available to the CMA on request; and
  - (h) firewalls and/or other ring-fencing measures will be put in place to prevent any individuals who are not listed in Annex 1 from accessing the information shared in accordance with this derogation; and should the Merger ultimately be prohibited, viagogo and StubHub will ensure that any confidential information received from each other for the purposes of this derogation will be returned or destroyed, except to the extent that record retention is required by law or regulation.

Yours sincerely

Susan Zhuang  
Assistant Director, Mergers  
17 March 2020

## **Annex 1 – Authorised personnel**

<b>Company</b>	<b>Name</b>	<b>Title</b>
viagogo	[REDACTED]	[REDACTED]
viagogo	[REDACTED]	[REDACTED]
StubHub	[REDACTED]	[REDACTED]
StubHub	[REDACTED]	[REDACTED]

## **Annex 2 – StubHub matters**

- Payments made by StubHub to [REDACTED];
- Existing current and long-term liabilities on StubHub balance sheet;
- StubHub policies related to inflow and outflow of cash;
- StubHub financial data required to build a granular cash forecasting model [REDACTED];
- Real time StubHub incoming cash flows broken out by category; and
- Real time StubHub outgoing cash flows broken out by vendor.