

JFDI GmbH • Company Registration Number: FN 375833 x • Eschenbachgasse 11/12, 1010 Wien • UID Nr.: ATU67137779 • andreas@pioneers.io • +43 (650) 5013792

COOPERATION AGREEMENT

between

Slovak Business Agency

Organization ID No : 30845301 Miletičova 23, 82109 Bratislava, Slovakia

and

Pioneers - JFDI GmbH

Eschenbachgasse 11/12 1010 Wien, Austria

For clarity purposes, JFDI GmbH, shall be hereinafter referred to as "Pioneers" and the partner company "Slovak Business Agency", shall be hereinafter referred to as "partner" or "SBA".

PREAMBLE

Pioneers is the exclusive organizer of the following events: Pioneers Festival as well as various national and international startups events. Pioneers shall be working in cooperation with SBA from 28th to 29th of May 2015 in connection with the Pioneers Festival 2015.

Description for **Pioneers Festival** (May 26th to 29th in Vienna):

- The #1 Event for the International tech startup community -

Vienna, Austria is the beautiful, stunning place where 2,500 international people will gather at the Hofburg Imperial Palace to experience the #1 event for the European startup world.

From the 28th to the 29th of May 2015, Pioneers goes beyond expectations to celebrate entrepreneurship and innovative technology. 2,500 international pioneers and future trailblazers will gather at the Hofburg Imperial Palace, for the Pioneers Festival. Besides several exceptional side events, more than sixty world-class, international speakers will split up between following main tracks:

- The "Arena": this is the main conference room where new topics and trends are discussed in an entertaining setting.
- The "Academy": Here are organized sessions with educational focus. Speakers teach attendees hard knock skills, know-how and techniques that boost every early stage startup to the next level.

www.Pioneers.io IBAN: AT892011182013028500/ BIC: GIBAATWWXXX (ERSTE Bank)



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- The "Spotlight" Track and Master Classes: Within these special slots, selected partners organize deep-diving sessions in specific topics. The topics and the format (discussion, keynote, workshop, etc.) are defined by partners themselves and generate high quality content for a targeted audience (registration required) in an interactive setting (50 to 120 min slot, limited to 180 200 participants for spotlight sessions and 40 for master classes).
- The "True Economy Forum" (29.05.2015, organized through STARTeurope): This is a special Academy for managers and corporate executives who are eager to learn more about investment in new technologies, creativity and about how to successfully cooperate with startups. Several keynotes, workshops, a podium discussion as well as a guided tour to the startups at Pioneers Festival will show corporates and industry leaders how to engage with startups in order to become more innovative. Networking possibilities will allow for establishing valuable connections.

§ 1 OBLIGATIONS OF PIONEERS TO SBA

- a. <u>Advertisement placing</u>: Pioneers shall integrate SBA as "**Network Partner**" (including its logo and description) on the following platforms:
 - (1) Homepage (pioneers.io/festival2015/partners) and individual subsite-page for SBA
 - (2) Printing material: Venue banners (up to 8) and festival booklet (3.000 booklets)
 - (3) Within the official Pioneers Festival event app

b. Tickets:

- (1) **8 Festival Passes** for SBA team (valid for Festival Days 28th and 29th May). *All Ticket codes* shall be given to partner after signing the contract. *All Participants must be registered on or before the 18th of May 2015.*
- (2) **4 Investor Tickets** for SBA (valid for Investors Day on 27th of May and Festival on Days 28th and 29th May). *All Ticket codes shall be given to partner after signing the contract. All Participants must be registered on or before the 18th of May 2015.*
- (3) **40 Pioneers Tickets for Startups** All Ticket codes shall be given to partner after signing the contract. All Participants must be registered on or before the 18th of May 2015.
- c. <u>Booth Space</u>: During the Festival Days (28th-29th May) SBA gets the possibility to operate a booth (24m²). This exposition area will be the access point for startups, media and investors to interact with SBA and the 10 Slovak startups (5 per day) SBA has decided to present during the Festival. SBA is responsible for all necessary operational and personal costs necessary to



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operate the booth. Pioneers ensures electrical, carpet and tables and internet connectivity so as costs for the backdrop wall. Logos and names of startups should be communicated as soon as possible to Pioneers after contract is signed to enable the booth production.

d. <u>Advertisement material(s) / Gadgets</u> can be distributed by SBA and the presented Startups during Festival Days.

§ 2 EXCLUSIVITY

This contract does not include any exclusivity.

§ 3 OBLIGATIONS OF CLIENT TO PIONEERS

- (1) Payment: SBA agrees to pay Pioneers the net amount of EUR 19.990,- (excl. VAT).
- (2) Timing of payment: All payments shall be made within fourteen (14) days after contract has been signed and after the receipt of Pioneers' invoice.

After signing the contract SBA sends a short description and its logo (for print purpose and digital usage) to Pioneers.

§ 4 TERMINATION OF CONTRACT

This contract is only valid for the above-mentioned event and the above mentioned time frame.

The contract can be 'extraordinarily terminated' in the event whereby the behavior of one of the contractual parties makes a good cooperation between the parties impossible.

The following events are not solely exclusive to other 'types of events' where this 'extraordinary termination' can apply.

- (1) One contractual party continues to violate its contractual duties after a written notice has been given.
- (2) One contractual party expresses publically, negative or inflammatory comments or statements about the other contractual party, surrounding an organized event(s), company(s) or partner company and or specific project(s) of the other. In addition, this applies to the cooperation under this contract, and any other agreed upon contract(s), between the named parties stated herein.



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§ 5 CONFIDENTIALITY

The contractual parties will generally only exchange non-confidential information. Should there be the necessity of an exchange of confidential information, both parties agree to sign a Non-disclosure agreement (NDA), before any information is shared.

§ 6 ADDITIONAL TERMS

- (1) Changes, amendments, add-ons, and the unlikely termination of this contract can only be enforced by written notification. To clarify further, both parties agree that at no time shall the 'written notification' clause stated above be waived.
- (2) This contract shall be enforceable upon the signature of both contractual parties.
- (3) Jurisdiction: Both parties agree that, in the unlikely event of any legal proceedings made or taken against the other, all legal proceedings and rules of law shall be governed only by the Country of Austria and the courts located in Vienna.
- (4) If there are any points, terms or conditions stated in this contract, which are deemed to be invalid, or inexecutable, the rest of the remaining contractual points, terms or conditions, shall be considered untouched and legally enforceable. In place of the inexecutable, or invalid points, terms or conditions, both parties agree that they will be changed into those points that 'would have been chosen' and/or closest to the points initially wanted. If there are gaps, or important missing points within this agreement, then both parties agree that they will be changed into those points that 'would have been chosen' and/or closest to the points initially wanted.

Vienna, date:	Bratislava, date:
JFDI GmbH / Pioneers	Slovak Business Agency