

## Cooperation Agreement

### **between the parties:**

German Startups Service & Event GmbH  
c/o Bundesverband Deutsche Startups e.V.  
represented by the Managing Directors Florian Nöll and Sascha Schubert  
Schiffbauerdamm 40  
10117 Berlin  
IBAN: DE94100900002566626007  
BIC: BEVODEBB  
VAT: DE299831865

**- hereafter referred to as „BVDS“ -**

**and**

Slovak Business Agency  
represented by Branislav Šafárik, Director General  
Mileticova 23  
821 09 Bratislava 2  
Slovak Republic  
Organization ID No.: 308 45 301  
IBAN: SK8102000000001693241062  
BIC: SUBASKBX

**- hereafter referred to as „SBA“ -**

## **Preamble**

- (1) The German Startups Association (Bundesverband Deutsche Startups e.V.) is the sole organizer of the unique event "Growth Company Forum 2015" in Berlin. BVDS is the subsidiary company of the German Startups Association which is organizing events solely on behalf of the German Startups Association.
- (2) BVDS shall be working in cooperation with SBA on October 15th, 2015 for the Growth Company Forum in Berlin. The Growth Company Forum is an interactive half-day conference featuring keynotes from industry experts and other leaders, presentations by growth companies, startup pitches, and networking opportunities aimed at identifying the current limits and possibilities of growth funding in Germany.

For the conference program as of September 24th, 2015 – for updates see [www.growthcompanyforum.de](http://www.growthcompanyforum.de)

October 15th, 2015, 13:00-21:00

At ESMT European School of Management and Technology, Am Schlossplatz 1, 10178 Berlin

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|-------|--|
| 13:00 | Registration   |
| 14:00 | Welcome  |
| 14:10 | Keynote by Andrej Kiska, President of the Slovak Republic  |
|       | Growth company presentations by Jan Thiel, Deputy CEO, Auctionata, & Tamaz Georgadze, CEO, SavingGlobal  |
|       | Startup pitches #1-3   |
| 15:45 | Networking break, individual meetings  |
| 16:30 | Keynote by Ken Morse, Chairman & CEO, Entrepreneurship Ventures Inc.   |
|       | "Critical Success Factors for young Berlin-based Tech Firms in Achieving Sustainable Global Growth - What's Hot, and What's Not"               |
|       | Startup pitches #4-6   |
|       | Growth company presentations by Maximilian Tayenthal, Founder & CFO, Number 26, & Felix Schulte, Founder and General Manager Germany, NewStore |
| 18:00 | Keynote followed by VC pitches and networking reception  |
| 21:00 | End of event   |

## **§ 1 Obligation of BVDS to SBA**

- (1) BVDS agrees to consider the applications of Slovak startups, which are joining the delegation of the President of the Slovak Republic in the startup pitches.
- (2) BVDS provides 30 tickets for the Slovak startups which are joining Slovak delegation, each valued 100,00 EUR plus VAT. All ticket codes shall be given to SBA after receiving the list of SBA participants not later than October 7th, 2015.
- (1) BVDS provides space for the SBA to display materials of advertisement at the event site. The parties will reach an agreement previous to the event about concrete range of advertising materials. The materials should not in any way distract the visitor from the main event. All material have to fulfill a high quality standard. The materials shall be set up and dismantled by the SBA.
- (3) BVDS will invite 6-7 representatives of the German startup-ecosystem to attend the pre-conference lunch organized by the Slovak Embassy.

## **§ 2 Exclusivity**

This contract does not include any exclusivity.

## **§ 3 Obligations of SBA to BVDS**

- (1) SBA in order to participate in the event Growth Company Forum 2015 as stated herein agrees to provide to BVDS the amount of EUR 3.000 plus 19% VAT.
- (2) The payment shall be made after the contract has been signed and after the receipt of the invoice within 2 weeks.

## **§ 4 Termination of Contract**

This contract is only valid for the particular event and time frame stated above. The contract can be "extraordinarily terminated" before the event whereby the behavior of one of the contractual parties makes a good cooperation between the parties impossible.

## **§ 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 before any information is shared.

## **§ 6 Limitation of Liability**

- (1) Each Party shall be fully liable for intent and gross negligence as well as for damages resulting from injury to life, body or health.
- (2) In case of ordinary or slight negligence, each Party shall be liable only for breaches of a material contractual obligation.
- (3) To the extent permitted by law:
  - a. No Party shall be liable for any lack of commercial success, lost profits and indirect damages and
  - b. Liability in accordance with the above clauses shall be limited to the typical, foreseeable damages.

## **§ 7 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) 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 Federal Republic of Germany and the courts of Berlin.
- (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

change the term into those points that would have been intended. 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 intended.

**Signature Slovak Business Agency**

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Place/Date

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Slovak Business Agency  
Branislav Šafárik  
Director General

**Signature BVDS**

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Place/Date

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BVDS  
Florian Nöll  
Managing Director

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Ort/ Datum

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BVDS  
Sascha Schubert  
Managing Director