



SLUSH 2019 PARTNERSHIP AGREEMENT NOV-88, 2019 - 08-24

THIS PARTNERSHIP AGREEMENT (the Agreement)

Parties

(1) **Slush Oy**

Business ID: 2554151-6

Address: Pursimiehenkatu 29-31 F 316, 00150 Helsinki, Finland

E-mail: partners@slush.org

hereinafter referred to as "Slush"; and

(2) **Agency for Science, Innovation and Technology of Lithuania - MITA**

Business ID: 188730854

Address: A. Goštauto str. 12-219, LT-01108 Vilnius, Lithuania

VAT number: N/A

E-mail for invoices: info@mita.lt / erikas.jankauskas@mita.lt

hereinafter referred to as the "Partner"

(1) – (2) hereinafter referred to jointly as the "Parties" and each separately a "Party".

1. Agreement content

Slush Oy organizes Europe's leading startup, technology and venture capital conference – Slush (hereinafter referred to as the "Event") – organized for small and medium -sized growth enterprises and the world's leading angel and venture capital investors. Via this agreement, Partner agrees to be a partner of the Event. The partnership is focused around Partner's brand visibility and presence at the Event.

This Agreement is subject to the Slush Partnership Terms and Conditions (Attachment 1) and defines Slush's obligations to the Partner, the Partners obligations to Slush, intellectual property and contact persons. Upon signing this Agreement, the Parties agree on the content of this Agreement and three (3) attachments:

1. Slush Partnership Terms and Conditions
2. Slush Siipi guidelines for Partners
3. Slush Brand Guidelines for Partners

In case of discrepancy between the terms of this Agreement and the terms contained in the attachments specified above, the terms of this Agreement shall have priority. The attachments shall apply in the numerical order as listed above.

Both Parties should go through each attachment carefully before agreeing to this agreement.





2. Slush's obligations

- 2.1. Slush will produce a high-quality startup and technology conference in Helsinki aiming at 20.000+ attendees from over 100 countries.
- 2.2. Slush provides the Partner with a side-event package during the Event, including:
 - Reservation for Siipi 204 on 21st Nov (Day 1), during 17:30-20:30
 - Slush side event status & visibility in our online and digital surfaces
 - Hand-picked invitations to relevant Slush attendees with interest towards partner's event theme
 - Additional services, such as catering or technical set ups can be ordered separately from Messukeskus conference center within reasonable time prior to the event.
- 2.3. Slush Passes provided to the Partner:
 - 2.3.1. Slush provides the Partner with a package of Slush Passes:
 - 4 x Attendee Pass, á 650€ (regular price 814€)
 - 6 x Startup Pass, á 290€ (regular price 359€)Ticket package value EUR 4,340 excluding VAT.
 - 2.3.2. Slush Partnership Terms and Conditions contain specific rules related to the use of the Slush Passes, attending to the Event etc.
 - 2.3.3. In a situation where a person not listed as an attendee by the Partner is seen using Slush badge or wristband assigned to a different person by the Partner, the person using another person's pass shall be removed from the event.
- 2.4. Supporting partner visibility online and on digital surfaces inside the event venue.

3. Partner's obligations

- 3.1. **Payment.** The Partner shall pay to Slush the following amount in one (1) tranche:
EUR 10,040 excluding VAT. Applicable VAT will be added to the invoice.
Payment term is 45 days net from the date of the invoice. Interest on arrears shall be 7.5 %.
- 3.2. The Partner agrees to register all Slush Passes included in this Agreement by Nov 1 at the latest.

4. Intellectual property

- 4.1. This Agreement shall not be construed as giving the Partner any ownership of any intellectual property of Slush, including the Slush brand, the Slush logo, media content produced by Slush, the Slush matchmaking tool or the matchmaking data.





- 4.2. The Partner shall have no right to register or apply for registration for any names or marks related to Slush, its name, brand or product or event names. The Partner shall refrain from taking measures that are apt to endanger the value, goodwill or reputation of the Slush brand or intellectual property of Slush.
- 4.3. Partner's use of the Slush logo shall always require a prior written consent from Slush. Should Slush approve certain use of the Slush logo by the Partner, the Partner shall always ensure that the use of the logo strictly follows the *Slush Brand Guidelines for Partners* (as Attachment 3).
- 4.4. This Agreement shall not be construed as giving any ownership of any intellectual property of the Partner to Slush. The Partner grants to Slush a right to use the Partner's name and logo in Slush marketing and public relation materials as well as on digital surfaces inside the Event area. Should the Partner have guidelines for the use of Partner name and logo, the guidelines shall be delivered to Slush in writing at the latest on Oct 4.

5. Term and Termination

- 5.1. This Agreement becomes valid and binding upon the signing by both Parties.
- 5.2. This Agreement shall terminate without a separate notice after the obligations under this contract have been fulfilled.

6. Data Protection

- 6.1. If, during the term of this Agreement, either Party processes personal data on behalf of the other Party, the Parties undertake to enter into a separate data processing agreement regarding such processing as required under the EU General Data Protection Regulation and other applicable data protection laws.

7. Confidentiality

- 7.1. Each Party undertakes to preserve the confidentiality of any such information or materials disclosed to them by the other Party that are marked as confidential or that can otherwise be regarded as confidential, including any information relating to fees and payments payable under this Agreement (together the "Confidential Information"). Except with the prior written approval of the disclosing Party, the receiving Party shall:
 - refrain from using Confidential Information for any purpose other than the performance of their obligations under this Agreement;
 - take adequate measures to protect the confidentiality of the Confidential Information and to prevent unauthorized access to it. The minimum acceptable level of protection shall correspond to the level of protection the receiving party exercises in regard to their own confidential information; and



- upon the termination of this Agreement, destroy or return any Confidential Information received from the other Party still in their possession as requested by the disclosing Party.

7.2. The confidentiality obligation set out above shall continue in force for a period of five (5) years after the termination of this Agreement.

8. Contact persons

Slush Oy

Rasmus Halme
phone: +358 400 837654
e-mail: rasmus.halme@slush.org

Partner

Laura Guobužaitė
phone: +370 686 52097
e-mail: laura.guobuzaitė@mita.lt

Signature page to follow.

9. Counterparts and signatures

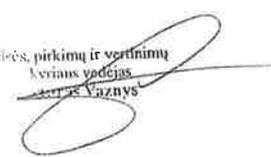
This Agreement has been made in two (2) identical counterparts, one (1) for each Party. Delivery of an executed counterpart of a signature page to this Agreement by email or electronic signature shall be effective as delivery of a manually executed counterpart of this Agreement.

SLUSH OY**Agency for Science, Innovation and
Technology of Lithuania - MITA**

Rasmus Halme
Head of Partnerships
Date:
Helsinki, Finland



Kęstutis Šetkus
Director
Date: 2015-08-11
Vilnius, Lithuania



Veles, pirkimų ir vertinimų
Vyriaus vadybas
Kęstutis Šetkus