

<p><b>L.D. REFLECT FESTIVAL LTD</b></p> <p>Represented by: Dusan Duffek Position: Managing Director</p> <p>Registered seat at: 47 Riga Fereou, 3091 Limassol, Cyprus ("<b>Reflect Festival</b>") VAT ID: CY10389649I</p>	<p><b>Venture to Future Fund, a.s.</b></p> <p>Represented by: Matej Říha Position: Chairman of the Board</p> <p>Registered seat at: Grösslingová 44 Bratislava - mestská časť Staré Mesto 811 09 VAT ID: SK2121001894</p>
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**Agreement of cooperation between Reflect Festival and Venture to Future Fund, a.s.**

This agreement of cooperation ("**Agreement**") is made and entered into as of the 17th of May 2024 ("**Effective Date**") by and between:

L.D. REFLECT FESTIVAL LTD, a company duly incorporated under the Laws of Cyprus with registered office at 47 Riga Fereou, 3091 Limassol, CYPRUS (hereinafter referred to as the "**Event Organiser**");

and

**Venture to Future Fund, a.s.** a company duly incorporated under the Laws of Slovakia with registered office at Grösslingová 44, Bratislava - mestská časť Staré Mesto 811 09 (hereinafter referred to as the "**Partner**");

The Event Organiser and the **Partner** are hereinafter referred to individually as "Party" and collectively as "Parties".

As part of this Agreement, the **Partner** agrees to provide financial support to the Event (as defined below) subject to the terms and conditions laid out in this Agreement.

**1. Scope**

The **Partner** agrees to enter into the Agreement with the Event Organiser for the following event:

**Beach Dollar Blue** on 29 May 2024, at Gazebo Mare, Limassol 3014, Cyprus (the "**Event**").

**2. Agreement Term**

The Agreement shall take effect on the date of signature and shall remain effective until the 29th of May 2024 unless terminated in accordance with the provisions under paragraph 7 of this Agreement.

### 3. Sponsor Fee

Subject to the provisions of this Agreement and to the Event Organiser performing its obligations hereunder and in consideration of the rights granted by the Event Organiser to the **Partner**, the **Partner** agrees to pay a fee of **EUR 5,000 excl. VAT ("Fee")** to the Event Organiser.

**The full amount is due upon the signing of this Agreement.**

The **Partner** agrees to pay a respective VAT amount (nineteen per cent (19%)) if applicable. The Event Organiser shall issue an invoice to the **Partner** in line with the aforementioned and subject to issuance of such invoice; the **Partner** shall be obliged to make the payment **within two (2) weeks after formally receiving the invoice.**

### 4. Co-operation Agreement Terms

**4.1 Partner's Rights.** The Event Organiser agrees to grant to the **Partner** the following rights, **per onsite conference**:

#### **Speaking Opportunity**

- Participation of a representative of your company in the panel discussion
- More exposure through speaking-related promotion
- Content creation of the speaking session. Video & Photos

#### **Digital Exposure**

- Company logo displayed on Beach Dollar Blue's website
- Company logo displayed on after-movie videos

#### **Onsite Exposure**

- Company logo on onsite banners
- Company Logo on stage screens

#### **Impact**

- Possibility to bring up to 5 portfolio companies to Beach Dollar Blue and its private gathering called Founders Summit

### 5. Confidential Information and Data Protection

Both Parties undertake to treat any data or information received from the other Party in the context of or pursuant to the Agreement and these terms and conditions in a confidential manner, and neither to convey or disclose such data or information to third parties nor to use it for purposes other than for the performance of the Agreement, except for the purpose of disclosure required by law, regulation or professional standards or by any rule or requirement of any regulatory authority with which the Parties are bound to comply. This shall include but not be limited to the obligation to ensure, as far as technically feasible according to state-of-the-art technology, that no unauthorised third party can access any such data or information through network and/or database online access. This obligation of confidentiality shall not apply to information, which is proven to be general public knowledge or which, through no action on the part of the recipient, becomes public knowledge. The Event Organiser undertakes to process all personal data in accordance with the General Data Protection Regulation (GDPR) EU 2016/679 and local law L.125

(l)/2018, as amended from time to time. The Partner may publish this Agreement in whole in the Central Registry of Contracts in order to entry this Agreement into force.

## 6. Termination

7.1 Either Party reserves the right to terminate the Agreement with immediate effect - and without liability to the other Party - by giving written notice, if:

- a. The other Party defaults in the due performance of any obligation under the Agreement and the defaulting Party has not remedied such default within fourteen (14) days of receiving a written notice of that default by the non-defaulting Party but at the latest on the day of the Event; or
- b. A Party suffers the making of an administration order or has a receiver (including an administrative receiver) or manager appointed of the whole or any part of its assets or if an order is made or a resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction) or a notice is issued convening a meeting of its creditors which materially affects its financial condition or ability to fully perform all of its obligations hereunder; or
- c. Either Party becomes aware of any circumstances in relation to the other Party which might, in the reasonable opinion of the terminating Party, damage the reputation of the terminating Party or its related companies; or
- d. A Party ceases or threatens to cease to carry on business.

7.2 In case of termination of this Agreement, each Party shall return to the other Party all property material of the other Party and shall cease using the rights granted under this Agreement

## 7. Liability, insurance, accident protection

The Event Organiser is liable without limit for fraudulent misrepresentation or gross negligence as well as for culpable violation of material contractual obligations. IN NO EVENT SHALL THE EVENT ORGANISER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY THE **Partner** TO EVENT ORGANISER UNDER THIS AGREEMENT. The Event Organiser accepts no personal or property liability whatsoever in relation to the **Partner** and those commissioned by the **Partner** or acting for the **Partner**. This applies in particular to loss, theft or damage to goods and property brought in by the **Partner** including but not limited to, the stand equipment, laptops, promotional material, personal belongings, no matter whether it arises before, during or after the Event. The **Partner** is liable for harm to persons or damage to property caused by the **Partner**, those commissioned by the **Partner** or acting for the **Partner**. **Partner's** are recommended with the utmost urgency to take out event insurance.

## 8. Force Majeure

9.1 In case performance of any terms or provisions hereof shall be delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, acts of war (whether war is declared or not), embargoes, public disturbance, insurrections, riots, civil commotions, strike, lockouts or other labour disturbances, labour dispute, fire, explosion, storm, flood, earthquake, epidemic, pandemic, shortage of necessary equipment,

materials or labour, or restrictions thereon or limitations upon the use thereof, delays in transportation, act of God or act of terrorism, or acts, omissions or delays in acting by any governmental authority, in each case, that is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent, or for any other reason which is not within the reasonable control of such Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent (each, a "Force Majeure Event"), then, upon prompt written notice stating the date and extent of such interference and the cause thereof by such Party to the other Party, such Party shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no liability shall attach against either Party on account thereof; provided, however, that the Party whose performance is interfered with promptly resumes the required performance upon the cessation of the Force Majeure Event or its effects. No Party shall be excused from performance if such Party fails to use commercially reasonable efforts to remedy the situation and remove the cause & effects of the Force Majeure event.

9.2 Notwithstanding anything to the contrary in this Agreement, if, due to a Force Majeure Event, the Event cannot take place on the arranged dates and needs to be postponed, then the Event will be postponed and take place on a date communicated by the Event Organiser to the **Partner**, and the **Partner** shall be allowed to a refund of any payment made under this Agreement pursuant to the termination provisions under clause 7.2. If, due to a Force Majeure Event the Event cannot be postponed for a date communicated by the Event Organiser to the **Partner**, then all Fees payable to the Event Organiser by the **Partner** under this Agreement shall be returned to the **Partner** in full, within fifteen (15) business days from the date the Event Organiser has informed the **Partner** in writing about such inability to postpone for a date communicated by the Event Organiser to the **Partner**.

## 9. Anti-bribery and anti-corruption

The **Partner** is not acting improperly and complies with relevant anti-bribery and anti-corruption legislation applicable in Cyprus and the European Union and with **Partner's** internal anti-bribery and anti-corruption policies. The Event Organizer confirms that it too complies with relevant anti-bribery and anti-corruption applicable legislation in Cyprus and European Union and acknowledges that in case it comes to either Party's attention that the other Party is acting improperly and/or does not comply with anti-bribery and anti-corruption applicable legislation, the parties have an obligation to report such instances to any relevant authority.

## 10. Intellectual Property and Licences

The Event Organiser grants the **Partner** a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, worldwide royalty-free licence to use any of the artwork on the Event's sites (the "Event Organiser Intellectual Property Rights") for the purpose of promoting the Event and linking to the Event's sites. The **Partner** grants the Event Organiser a limited, non-exclusive, worldwide, royalty-free, perpetual and irrevocable licence and perpetual licence to use the **Partner's** trade names, trademarks, logos, designs and company description (collectively "Sponsors Intellectual Property Rights"), in the Event material both at the location where the Event will physically take place and on the Event's sites, online forums and social media platform accounts of the Event Organiser as well as in any medium of advertising, marketing materials and/or promotional goods available/ distributed solely in conjunction with the Event and in accordance with the Sponsor's usage guidelines that must be communicated to the Event Organiser by the **Partner** at any given time. The Event Organiser and the **Partner** agree

that this Agreement does not transfer any intellectual property rights owned by a Party to the other Party and each Party retains ownership of its intellectual property rights.

## **11. Picture and sound recordings**

The Event Organiser shall have the right to have produced photographs, drawings and film and video recordings of the happenings at the Event and to use them for advertising, promotion or press releases without the **Partner** being able to raise objections against this for whatever reasons and the **Partner** hereby provides a limited non-revocable license. The same applies to recordings produced directly by the press or television with the consent of the Event Organiser. For the purpose of the Event, an agreement has been reached with the press and TV companies whereby filming and photography of event happenings, participants, stands and exhibited products at the event is permitted. These recordings are subject to the copyright law regarding works of art and photography (rights to ones' own images) and they can be used free of charge for purposes of advertising and promotion for and by the Event Organiser.

## **12. Notice**

Any notice, approval or consent that may be or is required to be given by either Party according to the terms of this Agreement shall be made in writing and should be delivered or transmitted to the intended recipient's address as specified above or such other address as each Party may notify to the other for this purpose from time to time. Correspondence may also be in electronic form and the e-mail addresses of the Parties may be communicated between them at any time.

## **13. Relationship of Parties**

The relationship between the Parties shall at all times be that of independent contractors with a mere Event Organiser / **Partner** relationship and nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees.

## **14. Amendment**

This Agreement may not be modified or amended or supplemented except by a written instrument signed by the Parties herein. Any such modification or amendment or supplement duly executed by the Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

## **15. Applicable Law**

The present Agreement shall be governed, interpreted and construed in accordance with the laws of the Republic of Cyprus without regard to principles of conflict of laws provisions thereof. Each of the Parties irrevocably consents to the exclusive jurisdiction of the applicable courts in the Republic of Cyprus for any matter or dispute arising out of or relating to this Agreement.

## **16. Execution and entry into force**

This Agreement may be executed in one or more counterparts and via facsimile or e-mail, each of which shall be deemed an original and all of which together shall be deemed to constitute one agreement.

This Agreement shall entry into force on the day following the day of its publication in the Central Registry of Contracts. The Partner shall procure publication of this Agreement in the Central Registry of Contracts in due time after it is signed by all the Parties.

**IN WITNESS WHEREOF** the Parties hereto have set hereunto their signatures on the day and year first hereinabove written.

<b>Event Organiser</b>	<b>Partner</b>
<b>L.D. REFLECT FESTIVAL LTD</b>  ----- Name: Dusan Duffek Position: Managing Director Date: 17th May 2024	<b>Venture to Future Fund, a.s.</b>  ----- Name: Matej Říha Position: Chairman of the Board Date: 17th May 2024