



NATIONAL PARTNER AGREEMENT

CZECH

(Country)

Between Business and Investment Development Agency CzechInvest

(National Partner)

and Creative Business Cup Foundation (CVR-nr. 38445863)

(Hereinafter referred to as "CBC")

This Collaboration Agreement is effective as of the date of signature by both CBC and the National Partner organization. CBC and National Partner are individually referred to herein as a "Party" and collectively as the "Parties".

Main contact for CBC:

Name: xxxxxxxxxx

Title: Project Coordinator

Telephone: xxxxxxxxxx

Email: xxxxxxxxxxxx

Skype User Name: xxxxxxxxxxxx

Address: Creative Business Cup, Gl. Kongevej 11,
1610 Copenhagen V, Denmark

SIGNATURE FOR CBC FOUNDATION:

Rasmus Wiinstedt Tscherning

Managing Director

Date:

Main contact for National Partner:

Name: xxxxxxxxxx

Title: Project Manager

Telephone: xxxxxxxxxx

Email: xxxxxxxxxx

Skype User Name: xxxxxxxxxx

Address: Štěpánská 15, Praha 2, 120 00, Czech
Republic

SIGNATURE FOR NATIONAL PARTNER:

Silvana Jirotková

General Director

Date:



1. Purpose of the Partnership

Creative Business Cup (“CBC”) is a global movement supported by investors, media, corporations, policy makers, governments and creative startups from all over the world. We celebrate and champion the creative industries – a unique tribe of innovative disruptors aiming to change the world and impact the global economy. We do this through highly inclusive startup competition throughout the year and around the globe. The focus is solely on the creative sectors.

National Partners are integral components of CBC. They are part of the global Creative Business Network, which also consists of entrepreneurs, networking organizations, educational and governmental institutions, accelerators and incubators, all having a desire to help startups generate opportunities within the creative community on an international scale.

A key role of National Partners is to present the annual Creative Business Cup National Competition. The winning startup of each National Competition (hereof the “National Winner”) compete in the CBC Global Finals, vying to win the title of “World’s Best Creative Startup.”

2. National Partner’s Roles and Responsibilities

2.1 National Partner’s primary role is to successfully host the CBC National Competition (within the time frame provided by CBC), in accordance with CBC guidelines including:

- Secure funds to cover all costs to send the National Winner to the CBC Global Finals in Copenhagen (flight to and from Copenhagen, accommodation during the Global Finals, local transportation, meals etc.)
- Use the YouNoodle competition management platform for all aspects of the National Competition and related activities, including:
 - Monitoring and evaluating startup applications in real time
 - Assigning jurors to the screening process
 - Ensuring all startup applications are uploaded to the platform (in English) within given deadlines
- Collaborate with other National Partners on screening startup applications
- Find a minimum of fifteen (15) professional startup companies to participate in the National Competition and ensure each are aligned with CBC’s competition criteria
- Compose a jury of at least three (3) creative industries experts responsible for selecting the National Winner, and ensure jurors are familiarized with using the YouNoodle platform’s screening tool
- Ensure a seat in the jury in the National Competition for potential use by a CBC-assigned Jury Member, or sponsor
- Secure an appropriate venue that includes a stage for pitching and a separate room for the jury process
- Promote the competition nationally, including within the startup ecosystem
- Follow CBC Branding and Promotion Guidelines, including those set forth in **Annex 1** attached hereto
- Ensure your event is aligned with CBC competition- and judging criteria
- Be active on Slack - Creative Business Network, an online workspace for all National Partners (<https://cbnetpartner.slack.com>)
 - Communicate with the CBC Team and other National Partners
 - Keep up to date with news, deadlines and announcements
 - Find all relevant material relating to your activities as National Partner
- Include a photo wall or rollup(s) with sponsor logos and ensure signage for CBC and sponsors are displayed prominently at the event
- Create outreach and buzz about CBC during the event by communicating social media handle(s) to attendees
- Provide event attendees with the opportunity to opt-in on newsletters and to follow CBC on social media
- Coordinate with CBC to ensure the Danish consulate and/or an embassy representative are informed and invited to the National Competition at least eight (8) weeks in advance
- Announce the National Winner of the National Competition and provide all relevant winner information to CBC



- Provide photographs and/or video from the event, headcount and press cuttings to CBC within one week after the event
- Ensure the National Winner's information and business concept is uploaded to YouNoodle CBC Global Finals form prior to given deadlines. Startups who will not upload their business concept within the given deadline are not eligible to take part in the global pitching competition.
- If possible, send a National Partner representative to attend the CBC Global Finals. All associated costs must be covered by National Partner.
- Assist the National Winner with travel and visa arrangements
- Attend to all other post-competition matters as reasonably requested by CBC
- Share all posts related to the National Partner's competition with CBC staff, for distribution to other partners and for inclusion on CBC's website
- Before, during and after the CBC Global Finals, post content from the event (including tweets, other posts and press material specific to the finalists) and keep CBC apprised of posting activities
- Oversee that all other aspects of the National Competition event and related event activities follow all CBC guidelines and requirements

3. Support from CBC

3.1 In supporting National Partner, CBC's role includes:

- Assist National Partner in successfully hosting the National Competition, including providing tools to run the local event and information on how to guide the startups to prepare for both the National Competition and Global Finals
- Promote the National Competition, including through CBC's website, newsletter and social media
- Provide branding and promotional support, including press material, pre-event branding and on-site signage information
- Provide guidance on preparing for and running the National Competition
- Present CBC webinars exclusively for National Partners and National Winners aimed at knowledge sharing, opportunity enhancement and use of the Creative Business Network. Webinar topics will include common questions of National Partners regarding the CBC event.
- Promote the competition to the creative industries, potential participants and stakeholders in National Partner's country
- Give National Partner one (1) all-access ticket to the CBC Global Finals
- Provide National Partner with the opportunity to meet, network, collaborate and explore opportunities with other National Partners on a local, regional and global scale
- Give general guidance and advice (i.e. information on travel visa applications, etc.)
- Provide National Partner with publicity and exposure, including:
 - On CBC Social Media platforms (Facebook, Instagram, Twitter, LinkedIn etc.)
 - Placing National Partner's organizational name, logo and link on the CBC website

3.2 In supporting National Partner's competition, CBC will provide to the National Winner:

- Two (2) tickets to the CBC Global Finals event including access to social events and selected receptions
- Exposure and networking opportunities on an international scale
- A space to showcase the startup's product/service during the CBC Global Finals
- The opportunity to apply to participate in other CBC competitions (via YouNoodle), which are held during the CBC Global Finals and throughout the year during CBC Regional and Sectorial events
- Opportunities to meet and connect with like-minded entrepreneurs and the ability to become part of a global online network



4. General Terms and Conditions

- 4.1 Party Contact Information.** The key representative from each of CBC and National Partner for purposes of all communications are stated on the first page of this agreement.
- 4.2 No Authority.** National Partner may not enter into agreements binding CBC (or its affiliates) or in any way commit CBC to third parties without CBC's express written approval and shall not purport to have such authority.
- 4.3 Costs and Expenses.** National Partner is responsible for all costs and expenses it may incur for all activities related to its participation in CBC's Creative Business Cup event and including as described in this Agreement, unless otherwise set forth in a writing signed by both Parties.
- 4.4 Assignment.** National Partner may not assign to third parties, in whole or in part, any of the obligations, responsibilities or rights (including with respect to CBC's intellectual property) set forth in this Agreement without CBC's written approval.
- 4.5 Binding Nature of Agreement.** The Parties agree their obligations hereunder are legally binding.
- 4.6 Duration and Termination.**
- 4.6.1** This Agreement is effective as of the date set forth on the first page.
- 4.6.2** Given the Parties' expectation that National Partner's CBC event will continue in future years (on an annual basis), this Agreement shall remain in effect unless and until properly terminated as set forth herein.
- 4.6.3** Within sixty (60) days after each annual Global Finals event, the Parties will evaluate their relationship and determine whether this Agreement shall remain in effect for purposes of the next year's CBC event and Global Finals. Either Party may give notice to the other Party of termination of this Agreement at any time during the sixty (60) day evaluation period. Absent such notice from either Party within this time frame, the Agreement will continue in full force and effect.
- 4.6.4** CBC may terminate this Agreement at any time for cause due to breach of the Agreement upon providing to National Partner sixty (60) days' written notice, which notice shall be delivered by hand or by certified mail to National Partner at the address listed herein and which shall state, in detail, the reason for such termination. In the event National Partner satisfactorily cures said breach to the satisfaction of CBC the Agreement will remain in full force and effect and the termination notice shall be effectively rescinded.
- 4.6.5** If the Agreement has not been terminated under this Article, all obligations, roles and responsibilities set forth herein as well as any event updates provided by CBC to National Partner shall be applicable to all future annual CBC national competitions with National Partner.
- 4.6.6** Upon termination of this Agreement, each Party shall, unless it has consent in writing to do otherwise, abide by all provisions which survive the termination of the Agreement, including those pertaining to confidentiality, Intellectual Property and dispute resolution.
- 4.7 Compliance with Laws and Regulations.** Each Party warrants that, in the performance of this Agreement, it will comply with all relevant laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of this Agreement and to the performance of the obligations hereunder.



- 4.8 Mutual Indemnification and Limitation of Liability.** Each Party agrees to indemnify and hold the other Party (and the other Party’s employees, consultants, agents, volunteers, members, officers, directors, successors and assignees) harmless from and against any and all claims, demands, actions, proceedings, damages, and losses which are alleged, brought against, incurred or suffered by the other Party or third parties relating to this Agreement unless caused by the gross negligence or intentional misconduct of the other Party.
- 4.9 Force Majeure.** The Parties shall not be liable for any failure to perform under this Agreement when such failure is due to causes beyond that Party’s reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, the date of delivery or time for performance will be extended by a period of time reasonably necessary as the Parties will agree in writing. If the delay remains in effect for a period in excess of thirty (30) days, either Party may, but is not required to, terminate this Agreement immediately upon written notice to the other Parties.
- 4.10 Code of Conduct.** Neither Party shall do, by action or omission, anything which may damage the credibility, reputation and integrity of the other Party, and shall act in a professional manner when dealing with third parties relating to this Agreement. This provision shall survive the termination of this Agreement.
- 4.11 Intellectual Property of CBC.**
- 4.11.1 CBC’s Sole Ownership Rights.** National Partner acknowledges and agrees that CBC has exclusive ownership of all intellectual property in and to the “Creative Business Cup” name (and its acronym), as well as all trademarks, service marks, logos, brand names, trade dress, and domain names associated with all Creative Business Cup events and activities (collectively, the “CBC IP” or the “IP”).
- 4.11.2 CBC IP Guidelines.** National Partner agrees to follow all guidelines and information provided by CBC pertaining to use of the CBC IP, which may include information on branding, use of the CBC logo, extent to which National and Global Competitions should be promoted, use of social media and similar subjects. National Partner may not alter, distort, animate or otherwise change the CBC IP, including the CBC logo, without CBC’s express written permission. To the extent National Partner is unclear about any matter related to use of the CBC IP, it agrees to immediately contact CBC for further information and clarification.
- 4.11.3 Limited, Revocable License.** Subject to the terms set forth herein, National Partner is hereby granted a non-exclusive, non-transferable, limited and revocable license to use the CBC IP, for the limited purpose of advertising, promoting and hosting the Creative Business Cup and Global Finals events and provided such use is consistent with CBC’s requirements and guidelines. National Partner expressly acknowledges that it acquires no ownership right, title or interest in or to the CBC IP (or any derivations thereof including those created for purposes of National Partner’s competition) under this Agreement or otherwise. If requested by CBC, National Partner agrees to execute all documents and do all acts as may be reasonably requested by CBC to establish or confirm CBC’s sole ownership rights in and to the CBC IP.
- 4.11.4 Ownership of New Intellectual Property (“New IP”).** In the event the Parties, collectively or individually, create new IP for purposes of this Agreement, CBC shall own all such New IP unless otherwise agreed in writing. This provision includes, but is not limited to, adapting, customizing, localizing or translating existing CBC IP materials.
- 4.11.5 Limitation on IP Registration.** National Partner shall not, at any time, register or attempt to register with any governmental entity in any country or internationally any right in or to any of the CBC IP or any new or existing intellectual property that contains the name “Creative Business Cup” or “CBC”, or that is confusingly similar to CBC’s IP. National Partner further agrees it shall at no time file any claim to share an interest or nonrevocable license to use any of the CBC IP.



- 4.11.6 Goodwill.** National Partner acknowledges the value of the good will associated with the CBC IP and agrees that all such goodwill has and will continue to inure exclusively to the benefit of CBC.
- 4.11.7 Termination of Rights.** Upon the expiration or termination of this Agreement for any reason, all rights of National Partner in and to the CBC IP (including the revocable license described herein), shall terminate and immediately revert to CBC, and National Partner shall immediately cease its use of CBC IP for any purpose. If requested, National Partner shall immediately return to CBC all tangible materials relating to the CBC IP.
- 4.12 Governing Law.** This Agreement, and all negotiations and legal agreements executed with National Partner relating thereto, as well as all non-contractual disputes or claims shall be governed by, and construed in accordance with, the Law of Denmark.
- 4.13 Dispute Resolution.** In the event a dispute arises out of or in connection with this Agreement, the Parties will make a good faith effort to resolve the matter, which, if mutually agreed, could include non-binding mediation. If the dispute cannot be settled, it may be submitted by either Party to a Denmark court with the appropriate jurisdiction over the matter.