

B2B GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of ATAIRU s.r.o., company ID No: 288 19 420, with its registered office at Točitá 1902/36, Krč, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 214603, form an integral part of the agreement which ATAIRU concludes with its customers using a registration form available at www.atairu.com or on an individual basis.

Contact Details of ATAIRU:

ATAIRU s.r.o.

Točitá 1902/36
140 00 Prague 4 – Krč
the Czech Republic
Company ID No.: 28819420
VAT No.: CZ28819420
Phone: +420732226535
e-mail: legal@atairu.com

Basic Definitions:

ATAIRU	means the ATAIRU s.r.o. company, company ID No.: 288 19 420, with its registered office at Točitá 1902/36, Krč, 140 00 Prague 4, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 214603;
Offer	means an offer of the Workshop, Programme and related services sent by ATAIRU to the Customer; the Offer usually includes: description of services, Fee, Date; the Offer is part of the Agreement unless otherwise specified therein;
Terms and Conditions	mean these General Terms and Conditions;
Fee	is the amount which the Customer must pay to ATAIRU for its services;
Programme	consists of a pre-agreed number of consecutive Workshops, individual consultations, ATAIRU TV and other interactions subject to an agreement which take place following a pre-agreed schedule (Dates);
Agreement	means an agreement on provisions of services between the Customer and ATAIRU based on accepting the order by ATAIRU which then provides the Customer with services specified therein – Workshop, Programme and related services;
Parties	means ATAIRU and Customer;
Participant	means a natural person participating in the Programme or Workshop;
Date	is a binding date on which the Workshop or the Programme takes place;
Website	is ATAIRU's website at www.atairu.com ;
Workshop	means training or consultation ordered by the Customer individually or as part of a Programme;

Customer is a legal or natural person – an entrepreneur who concludes an Agreement with ATAIRU for the purpose of conducting Workshops for individual Participants; the Customer and the Participant may be the same person.

1. Introductory Provisions

- 1.1. These ATAIRU Terms and Conditions govern mutual rights and obligations of the Parties arising from the Agreement in connection with individual Programmes and Workshops for corporate Customers.
- 1.2. In the event of a conflict between the Terms and Conditions and the Agreement, the provisions in the Agreement will prevail. In the event of a conflict between the Offer and the Agreement, the provisions in the Agreement will prevail.
- 1.3. These General Terms and Conditions are drawn up in Czech and governed by Czech law, in particular by Act No. 89/2012 Sb., Civil Code. Any disputes between the Parties will always be resolved by the court with the subject-matter and local jurisdiction based on ATAIRU's registered office.
- 1.4. ATAIRU is entitled to modify or supplement these Terms and Conditions. The amendment will be announced on the Website, and ATAIRU will send the new version of the Terms and Conditions to the Customer via e-mail. If the Customer does not exercise the right to terminate the Agreement within 14 days, it is deemed to agree with the new version of the Terms and Conditions. The notice of termination may be sent via e-mail.
- 1.5. Should any provision of the Terms and Conditions be or become invalid or ineffective, such invalid provision will be replaced by a provision that comes as close as possible to the meaning of the invalid provision. The invalidity or ineffectiveness of one provision will not affect the validity of the remaining provisions.
- 1.6. ATAIRU processes the Customer's and Participant's personal data. Further information on how ATAIRU processes these data is available [here](#) (hereinafter the "**Information on Personal Data Processing**").

2. Registering for Programme or Workshop

- 2.1. Workshops, Programmes and related services are always tailored to the Customer's needs; ATAIRU will send the exact contents and description of services to the Customer as part of the Offer. If the Customer expresses its interest in concluding the Agreement, ATAIRU will provide the Customer with more detailed information and a template of a binding service order to the specified e-mail address. The order becomes binding when it is sent back to ATAIRU; it is considered a proposal to conclude the Agreement and it is not possible to withdraw from it unilaterally.
- 2.2. By sending the order, the Customer declares to be acquainted with the Information on Personal Data Processing and these Terms and Conditions, which takes into consideration, and will inform the Participant thereof.
- 2.3. The Customer is obliged to check the accuracy and completeness of the data provided in the order; ATAIRU is not liable for any incorrect or incomplete data provided and is entitled to assume the data provided are correct and up-to-date.
- 2.4. ATAIRU reserves the right to decide on accepting the order, confirming the registration and concluding the Agreement at its own discretion.
- 2.5. After accepting the order, the confirmation of the order will be sent to the Customer to the e-mail address specified in the order. Until such time, ATAIRU is not obliged to provide any

performance. The Agreement is concluded between the Parties upon sending the order confirmation.

If the Date of the Programme or Workshop is not specified in the order, ATAIRU will notify the Customer via e-mail, and both Parties will arrange the Date according to their current availability and needs. ATAIRU is entitled to withdraw from the Agreement if it is not possible to arrange the Date with the Customer or if the Customer does not provide sufficient cooperation when arranging the Date.

3. Fee and Other Costs

- 3.1. By sending the order, the Customer confirms that it is aware of the Fee for the Workshop or Programme specified in the Offer. The Fee does not include VAT. ATAIRU is a VAT payer.
- 3.2. If the Fee specified includes an obvious error, ATAIRU is not obliged to conclude the Agreement with the Customer with such Fee, and if the Agreement has already been concluded, it may withdraw from it.
- 3.3. After concluding the Agreement, ATAIRU will send an invoice – a tax document – for the amount of 30% of the Fee to the Customer via e-mail. The invoice maturity is 14 days from the date of its issuance at the latest or by the Date, provided such Date occurs earlier than the 14 days from the issuance of the invoice. The Fee may be paid by non-cash transfer to the ATAIRU's bank account.
- 3.4. ATAIRU will issue the invoice – tax document – for the remaining part of the Fee (i) after the end of the individual Workshop ordered by the Customer, or (ii) whenever during the Programme pursuant to the mutual agreement with the Customer, and will send it to the Customer via e-mail. If the Parties cannot reach an agreement on the date of the issuance of the invoice – tax document - pursuant to the point (ii) hereinabove, ATAIRU shall determine such date. An exception constitutes a case where the Customer cancels the Date – see Article 5 of the Terms and Conditions. The invoice maturity is 14 days from the date of its issuance at the latest.
- 3.5. Any part of the Fee or other payment paid in connection with the Agreement is deemed as paid at the time it is credited to the ATAIRU's account.
- 3.6. In case of defaults on any of the payments, ATAIRU is entitled to claim contractual interest on late payment in the amount of 0.1% of the amount owed for each even only started day of the Customer's default. ATAIRU is also entitled to withdraw from the Agreement at its own discretion, whereby the Participant's registration for the Programme or Workshop expires.
- 3.7. The Customer is entitled to request ATAIRU to split the Fee into several payments. However, there is no legal claim to provide multiple instalments.
- 3.8. The amount of the Fee includes the preparation and performance of the Programme, Workshop, consultations and related materials. Detailed contents of the Programme or Workshop is provided in the Offer.
- 3.9. The Fee is non-refundable. In justified cases, the Customer may request ATAIRU to refund a proportionate amount of the Fee. However, there is no legal claim to refund any part of the Fee.
- 3.10. In the event the Customer has special requirements for the location or time of the Workshop, ATAIRU may incur additional costs, such as rental of premises, refreshments, accommodation of ATAIRU lecturers or their transport to the Workshop venue. These costs are not included in the Fee and will be invoiced to the Customer in excess of the Fee by ATAIRU or a third party. The Parties will always agree on the maximum amount of these costs in excess of the Fee

prior to the given Date via e-mail. Any potential general or third party cancellation policy may apply.

4. Workshops and Cooperation

- 4.1. ATAIRU reserves the right to change the Date, venue or lecturer of the Workshop, even during the Programme. ATAIRU will notify the Customer of such changes in time, either via e-mail or by phone. These changes do not entitle the Customer to withdraw from the Agreement or to terminate it, nor do they affect the amount of the Fee.
- 4.2. The Participants acknowledge that the duration of the Workshops may be documented with photographs for ATAIRU's reporting needs. If a Participant does not wish to be photographed, it must inform the lecturer or the photographer before the Workshop. If the photographs are used for marketing purposes, the Participants will be asked for their consent.
- 4.3. The Participants are obliged to arrive at the Workshop on time at the Date of the Workshop and not to disrupt the course of the Workshop in any way.
- 4.4. The Participants and the Customer are obliged to cooperate with ATAIRU, to provide any necessary cooperation and notify ATAIRU of any information necessary for the provisions of services as determined by ATAIRU.
- 4.5. At the Workshop venue, the Participants are obliged to observe the visiting rules and to act in such a way as not to do any damage to property or health. The Participant acknowledges that the Workshop does not need to be held in the ATAIRU's premises and that ATAIRU is not liable for items brought or left at the Workshop venue.
- 4.6. Any violation of these Terms and Conditions by the Participant or Customer may constitute a reason for disqualifying the Participant from a further participation in the Workshop or Programme. In such a case, the Customer is not entitled to claim a refund of any part of the Fee.
- 4.7. ATAIRU is not liable for any misinterpretation of information or knowledge communicated to the Customer or Participants.
- 4.8. The Parties are obliged to:
 - a) provide mutual cooperation, if necessary;
 - b) inform one another about any facts material to the performance of the Agreement, including potential obstacles to their performance;
 - c) proceed in the performance of the Agreement so as not to damage the good reputation of the other Party or cause damage to the other Party;
 - d) in case of a change in the address for delivery of documents or in the contact, banking or other details relevant to the performance of the Agreement, inform the other Party about such changes without undue delay. If the relevant Party fails to do so, it will be liable for any inability to deliver any documents or make payments or contact.

5. Cancellation Policy, Impossibility to Hold Workshop and Programme

- 5.1. In the event the Workshops, Programmes or other related services are impossible to hold in person, the Parties agree that the Workshops and Programme will be provided in an online form and such change does not affect the amount of the Fee.
- 5.2. If the Customer requests a change in the Date of the Workshop or a change of a Workshop within the Programme less than 3 weeks before the respective Date, it will notify ATAIRU via e-mail and in such case ATAIRU is entitled to charge the administrative fee beyond the Fee to

the Customer in the amount of CZK 2000 for each started hour of the coordination works, which must be done pursuant to the requested change. The final amount of the administrative fee shall be invoiced to the Customer on the basis of the invoice – tax document, the part of which shall be the report of actually done hours of the coordination works, which shall not exceed the amount of 5 hours in aggregate. Such invoice shall be mature 14 days from its issuance at the latest.

- 5.3. If the notice pursuant to Article 5.2 hereinabove is delivered to ATAIRU more than 3 weeks before the Date, the Parties arrange a substitute Date; if one Workshop from the Programme is postponed in this manner, the Parties will agree on whether to postpone the Dates of the other Workshops within the Programme as well.
- 5.4. If the Customer requires a change of the topic, the structure and/or the form of the individual Workshop and/or the Programme, it is obliged to inform ATAIRU about such requirement via e-mail and ATAIRU is entitled to revised the Offer accordingly, especially the amount of the preparation costs within the Fee, as a consequence of the additional costs of ATAIRU following such Customer's requirement. The new revised Offer shall be sent to the Customer by ATAIRU via e-mail without undue delay after the delivery of the requirement pursuant to the previous sentence. For the avoidance of doubts the Parties hereby agree that in such case the invoice – tax document - for the remaining part of the Fee pursuant to Article 3.4 hereinabove shall be issued by ATAIRU on the basis of the Fee in accordance with the new revised Offer.
- 5.5. If the Customer requests to cancel the Workshop or the Programme without arranging a substitute Date, ATAIRU is entitled to claim a contractual penalty to be paid by the Customer. The Customer will notify ATAIRU of its request to cancel the Workshop or Program via e-mail. The amount of contractual penalties (cancellation fees) is as follows:
 - a) in the event this notification is delivered to ATAIRU earlier than 14 days before the Date, ATAIRU is entitled to claim contractual penalty from the Customer in the amount of 30% of the Fee;
 - b) in the event this notification is delivered to ATAIRU between 13-7 days before the Date, ATAIRU is entitled to claim contractual penalty from the Customer in the amount of 50% of the Fee;
 - c) in the event this notification is delivered to ATAIRU in 6 or fewer days before the Date, ATAIRU is entitled to claim contractual penalty from the Customer in the amount of 80% of the Fee;whereas ATAIRU is entitled to retain the already paid Fees or part of the Fees as a cancellation fee (to be offset as a contractual penalty).
- 5.6. The contractual penalty is due within 15 days of receipt of the written request for the payment of the contractual penalty by the Customer on the ATAIRU's bank account specified in the notice unless the Parties agree otherwise.
- 5.7. The agreement on or payment of the contractual penalty is without prejudice to the right to claim compensation in full.
- 5.8. If ATAIRU is unable to provide its services and hold the Workshops and Programmes for force majeure reasons (including restrictions protecting public health), ATAIRU is not deemed in default with the performance under the Agreement and is not liable to the Customer or Participant for any damage caused by non-provision of services and the Parties undertake to agree on a new Date and substitute the provision of services. The Customer is not entitled to withdraw from or terminate the Agreement due to failure to provide services for force majeure reasons and any change in the Date does not affect the amount of the Fee.

6. Warranty Complaints

- 6.1. If the Customer believes that the Workshop, Programme or related services provided have a defect, it is entitled to claim warranty complaint via e-mail, which must include details on the Customer, ATAIRU, services provided, source of the defect and request for the warranty complaint settlement.
- 6.2. The Customer is not entitled to be reimbursed for any costs associated with the warranty complaint.
- 6.3. The reason for the complaint cannot be the fact that the Workshop, Programme or related services provided do not correspond to the subjective expectations of the Customer or Participant.

7. Confidentiality

- 7.1. Any terms and conditions of the Agreement, including the information and materials associated therewith, are confidential by nature without having to be explicitly labelled as such and neither of the Parties to the Agreement is authorised to divulge this information to any third parties without the consent of the other Party to the Agreement, with the exception of those cases where the provision of the information is required by the legal regulations or by the appropriate authorities or if this involves information which is already publicly available.
- 7.2. ATAIRU especially considers confidential information to constitute all information associated with services provided; furthermore, this also involves any information on employees, clients and business partners of both Parties; description of technological procedures, know-how and information on methods, activities and work procedures of the Parties; the Parties' pricing policy; all the communications and negotiations between the Parties, which they are interested in keeping, including any negotiations and communications prior to the conclusion of the Agreement; the existence of any negotiations between the Parties and the contents and results of said negotiations; any personal data according to the applicable legal regulations; any specifications, plans, drawings, models, samples, data, computer programs, software or documentation in any form, no matter whether in tangible form or presented orally; any information which is subject to banking secrecy and data secrecy in compliance with the laws of the Czech Republic; any information received from an entity other than the other Party, provided any such information constitutes confidential information in line with the Terms and Conditions or the Agreement, including those cases where the entity in question has not been bound to maintain the confidentiality of the information by a Party to the Agreement.
- 7.3. The aforementioned obligation will not affect the authorisation of the Parties to provide access to any information concerning the Agreement and all other associated information and materials to their expert consultants, with whom the Parties will consult with regard to the conclusion and performance of this Agreement, and to their employees or other contractual partners, whose agency they will use to realise the subject of this Agreement, provided they have bound any such entities to maintain confidentiality to at least the same extent as that contained in the Terms and Conditions and the Agreement and the Parties will notify the other Party, upon its written request, thereof (divulging confidential information to third parties) in writing no later than within five days together with providing identification details of the third party in question. Any disclosure to such persons may occur only to the extent necessary to fulfil the purpose subject to the Agreement.
- 7.4. The Parties are obliged to secure the confidentiality of all confidential information and to prevent the abuse thereof through the use of sufficient technical, personnel, administrative, legal and other ways and means.

- 7.5. No breach of confidentiality will be considered to have occurred in line with the Terms and Conditions, if a Party acquires the consent of the other Party to provide access to the information or if the provision of access to said information arises on the basis of the Terms and Conditions or the Agreement.

8. Licence

- 8.1. If, during the provision of services, especially within the Workshops and Programmes, a work is created in the sense of Act No. 121/2000 Sb., on Copyright and Related Rights and on Amendment to Certain Acts (the Copyright Act) (hereinafter the “**Work**”) and unless agreed otherwise by the Parties, ATAIRU grants the Customer and Participant at the time of payment of the Fee a non-exclusive license exclusively for the use of the Work only for its internal needs. This authorisation does not include sharing or publishing the Work in a way other than the purpose of the Work implies or sublicense, sell or otherwise commercially use the Work.

In Prague, on 6th October 2021