

ORDER FORM

Order number: K2021-172

Česká zemědělská univerzita v Praze (hereinafter the “**Customer**”), with headquarters in Kamýcká 129, 165 00, Praha – Suchbát Trade Register number or VAT number CZ60460709, represented in this case by Ing. Jakub Kleindienst

ORDER FORM AND DEFINITION

This Order Form is an integral and substantial part of the Terms of Service and constitutes a valid and binding proposal of the Customer to purchase the Services from Ladybird. Ladybird reserves the right to accept or reject such proposal.

Any definition in capital letter contained in this Order Form, shall have the same meaning as the definition in capital letters defined in the Terms of Service part of the Agreement.

SERVICES

The Customer requests Ladybird to provide the following Services:

To promote Postgraduate Programs Czech University of Life Sciences
Target: Concentrate in western Europe and LatAm + Brazil + North America
Areas NOT to target:

- India
- Russia
- Eastern Europe
- North Africa



<p>Starter 3 Months 1,950eur <u>€650/month</u></p>
<p>Digital Marketing Mix:</p> <ul style="list-style-type: none"> • Email sendings • Microsite - Landing page • Social Media Posts
<p>Guaranteed Monthly Outcome: 25-30 qualified leads</p>

Length of campaign: September 2021 to December 2021

FEES AND TERMS OF PAYMENT

The Customer shall pay to Ladybird, as compensation of the Services rendered, the following fees:

- **Total: 1.950 EUR**
 - Transfer Payment at 60 days from invoice

Place, Date and signature: _____

Pursuant to and for the purposes of articles. 1341 and 1342 the Customer declares to have read the following sections of the Terms and Conditions: 4 (fees), 7 Representations and Warranties, 9 DISCLAIMER, 10 Proprietary Rights; Confidentiality, 11 Indemnification, 12 Limitation of Liability, 13 Governing Law; Competent Court; Dispute resolution, 17 Waiver of breach.

Date and signature: _____

DOCSITY.COM MARKETING AGREEMENT GENERAL TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING ANY SERVICES DESCRIBED HEREWITH (“**SERVICES**”) FROM LADYBIRD S.R.L., WITH REGISTERED OFFICE IN TURIN, VIA LEONARDO DA VINCI, 16, VAT NO. 10816460017 (“**LADYBIRD**”). THE “SERVICES” MEANS ALL SERVICES PROVIDED BY LADYBIRD PURSUANT TO AN ORDER FORM.YOUR SIGNATURE TO THESE TERMS AND CONDITIONS CONSTITUTES (1) YOUR REPRESENTATION AND ACKNOWLEDGEMENT THAT YOU HAVE THE AUTHORITY TO BIND, AND ARE HEREBY BINDING, Česká zemědělská univerzita v Praze (“**CUSTOMER**”), AND (2) CUSTOMER’S ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS.

These Terms and Conditions (the “**Terms and Conditions**” or “**Agreement**”) constitute a binding agreement between the customer of Ladybird (the “**Customer**”) and Ladybird governing Ladybird’s performance of the Services.

1. About Docsity.com

Ladybird is the creator and owner of the digital business model (“**Docsity Business**”) operating through the website www.docsity.com (“**Docsity Website**”) and is the owner or licensor of any and all intellectual property rights related to the Docsity Business and to the content of Docsity Website (“**Docsity Content**”), including “**Docsity**” tradename and trademark (“**Docsity Trademarks**”) as reproduced in Docsity Website, as well as controller of any personal data relating the users (“**Docsity Users**”) of Docsity Website or Webinar or Virtual Open Days organized by Docsity through Docsity Website or other digital platforms (“**Docsity Webinars**”);

2. About marketing through Docsity and Webinars

Among its Services, Ladybird provides marketing and promotion of third party businesses. Ladybird manages one of the largest online students’ communities in Italy, Spain, Latin America, Brazil and Russia, with a growing business worldwide.

The Customer wishes to promote its image, brand reputation and awareness through the Docsity Business and among the online students’ community managed by Ladybird.

Ladybird agrees to perform and the Customer agrees to purchase the specific Services set forth on Marketing Services order form (the “**Order Form**”) which shall be executed by an authorized representative of each Party.

The Order Form is available both on line or off-line as attachment of these Terms and Conditions and forms an integral part of this Agreement. Once the Parties accept the Order Form, both via ordinary signature, digital signature, or electronic signature through the dedicated box in the on-line or off-line forms, both Ladybird and the Customer (both the “**Parties**” and each the “**Party**”) are bound to the terms and conditions of the Agreement.

3. Marketing and Promotional Services

Ladybird shall provide to the Customer the Marketing and Promotional Services listed and better detailed on the Order Form.

Among Marketing and Promotional Services, Ladybird might include email marketing campaigns to Docsity Users containing promotional material of the Customer. Any email for marketing and promotional purposes to Docsity Users shall be sent by Ladybird, through its email marketing platforms, but the company name displayed as “sender” in such emails can appear as the name of the Customer.

4. Fees

The fees applicable to the Marketing and Promotional Services are agreed in the Order Form (the “**Fees**”).

The Fees shall be payable in advance, within 30 days from invoicing, or as otherwise agreed in the Order Form, via bank wire transfer at the current account specified by Ladybird in the invoice.

The Customer agrees to pay the fees set forth on the Order Form for the Services. The fees are exclusive of any applicable tax, duty or other claim that the Customer may be subject to due to the obligation to pay the fees set forth in the Order Form. The Customer shall pay the amount of the fees set forth in the Order Form in full to Ladybird. Each payment is due within the term specified in the Order Form or, if not specified, within the terms specified in the 2nd paragraph of this Art. 4. The prices will be based on EUR value as per the Order Form date. Ladybird will charge interest on late payments in accordance with EU Directive no. 2011/7/EU, dated 16 February, 2011, available [here](#). The Customer will be responsible for all collection costs and attorney fees if it is necessary to pursue collection efforts to collect on an account. Ladybird reserves the right to suspend the Services until the Customer’s account is brought current or terminate the Services and these Terms and Conditions if any fee is delinquent, as provided below.

In the event that the Customer fails to pay any invoice by the applicable due date, and unless otherwise specified, Ladybird may terminate the Services and these Terms and Conditions upon two (2) weeks’ prior written notice, provided the Customer does not pay all amounts due within such period.

5. Term

The Marketing and Promotional Services shall be provided for a period agreed in the Order Form (the “**Term**”). Ladybird may terminate this Agreement at any time, in case of Customers’ failure to pay the fees set forth in this Agreement or in the Order Form, in case of Customers’ failure to provide Customer Materials (as defined in Article 6 below) within the set deadlines set forth in this Agreement or in case of any Customer’s breach of the provisions set forth in this Agreement, upon two (2) weeks’ prior written notice. In case of early termination by Ladybird, the Customer is entitled to a refund of fees paid for the remainder of the Term (if any). The Customer may terminate

this Agreement in case of any breach by Ladybird of the provisions set forth in this Agreement. In case of early termination he shall be bound to pay the full Fees agreed as per art. 4 above.

6. Advertising materials and placement of advertising

In order to provide Marketing and Promotional Services to the Customer, the Customer agrees to transmit, upload or otherwise provide to Ladybird, via email or such other method as is designated by Ladybird, on or before the 1st day after acceptance of this Agreement, advertising, logos, brands, trademarks, contents and other materials (“**Customer Materials**”) to be used by Ladybird in connection with Ladybird’s obligations under these Terms and Conditions. Customer Materials includes, but is not limited to, any and all data, images, videos, sounds, text, captions, and other things embodied therein, in any form, media or technology, provided by the Customer to Ladybird. Ladybird has the right and option to approve, in its absolute discretion, the content of any Customer Materials. Ladybird reserves the right to reject any Customer Materials, or remove any Customer Materials from the Marketing and Promotional Services, if it finds that such materials do not meet its advertising specifications, are objectionable to Ladybird in any way, or contain false, misleading or illegal information or any vulgar or pornographic content, or for any other reason; if Ladybird rejects or removes any Customer Materials, Ladybird will notify the Customer. LADYBIRD SHALL HAVE NO LIABILITY, AT LAW OR IN EQUITY, FOR FAILING TO PLACE OR FOR REMOVING ANY CUSTOMER MATERIALS EXCEPT FOR THE RETURN OF ANY UNUSED PREPAID FEES, WITHIN THE LIMITS SET IN ART. 5, PARAGRAPH THIRD ABOVE.

Ladybird shall make, in its sole discretion, all decisions concerning placement of the Customer’s advertisement on the Docsity Website, on Webinars or on any other promotional material chosen by Ladybird.

In consideration of the above, Customer grants Ladybird a worldwide, free, license to use Customer Materials in order to provide the Services, until the termination of this Agreement.

Customer grants Ladybird the right to display the name and logos of the Customer in any media in order to promote Ladybird’s portfolio of clients. Such a right will continue also after termination of the Agreement. Customer may revoke such permission at any time.

Subject to the limitations contained in paragraph 1 of this Section, Customer grants to Ladybird a worldwide non-exclusive, non-assignable and non-transferable, fully paid license to use Customer Materials solely in connection with providing the Services

7. Representations and Warranties

The Customer represents and warrants that: (1) any Customer Materials provided hereunder are non-confidential and non-proprietary, and may be treated as such by Ladybird; and (2) Customer has all rights necessary to grant Ladybird the rights granted herein, including the right to display the Customer Materials on the Docsity Website, on the Webinars or in general to the public viewing and use (by Ladybird and others), and that the use of the Customer Materials as contemplated by this Agreement will not infringe, misappropriate or violate any intellectual property rights, moral rights, privacy rights, publicity rights or any other right of any third party. Ladybird will have no obligation to prosecute infringement of any intellectual property, privacy or other rights in the Customer Materials.

The Customer hereby waives any and all claims against Ladybird for any alleged or actual infringements of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with Ladybird’s use, dissemination and publication of the Customer Materials.

8. Ladybird’s collection and use of information about Users

Personally identifiable information (“PII”) is data that can be used to identify or contact a single person. Ladybird takes the security of personal information seriously, and uses security certified computer systems with limited access housed in facilities using physical security measures. Ladybird shall ensure that it has in place appropriate technical and organizational safeguards against unauthorized or unlawful processing, loss, destruction, disclosure and/or damage to PII. We communicate our privacy and security guidelines to Ladybird employees and strictly enforce privacy safeguards within the company. While no data transmission over the Internet is 100% secure from intrusion, we have used and will continue to use commercially reasonable efforts to ensure the protection of personal information.

In order to provide some of the Services (including, but not limited to Marketing and Promotional Services), Ladybird will collect, use and store personal information from users who participate to the Webinars, use Docsity Website or in general are part of the Docsity Business (“**Users**”), as well as other information submitted to or acquired by Ladybird regarding the Users and their use of Docsity Website. Ladybird may use this information to provide and improve our Services and content, for loss prevention and anti-fraud purposes, and for selected marketing purposes.

LADYBIRD CANNOT TRANSFER TO ANY THIRD PARTY, INCLUDING THE CUSTOMER, ANY PERSONAL DATA OF THE USER, SAVE AS OTHERWISE EXPRESSLY AUTHORIZED BY THE USER. THEREFORE THE CUSTOMER MAY NOT HAVE ACCESS TO ANY PERSONAL DATA OF THE USER, INCLUDING EMAIL ADDRESS IF THE USER HAS NOT EXPRESSLY AUTHORIZED LADYBIRD TO THE TRANSFER OF HIS PERSONAL DATA FOR MARKETING PURPOSES. FOR ANY FURTHER INFORMATION ABOUT LADYBIRD PRIVACY POLICY, PLEASE VISIT AVAILABLE [HERE](#).

9. DISCLAIMER

Regardless of which Services the Customer has purchased, Ladybird does not guarantee, unless otherwise specified in writing, any given number of Users, enquiries, entries of data, entries or transfer of personal information or other information, communication, impressions or

other form of measurable traffic to the Customer's pages, nor any amount of open rates, click rates, or response rates for direct email marketing. Ladybird reserves the right to delay an order if the Customer does not provide the proper materials with correct formatting and information.

Ladybird will use its reasonable efforts to make its Services, including but not limited to its databases, enquiry forms, scripts of any kind, communication tools, management tools, statistic overviews, customization tools, support services, websites, and the subscription Users' to the Webinars, fully operable, functional and available for use and, if part of the Services, available through the World Wide Web. However, technical problems such as temporary non-availability of individual parts of the Services or the short-term unavailability of all Services itself must be expected and shall not constitute breach of these Terms and Conditions. Ladybird is not responsible for periodic downtime, any loss or destruction of data or information, temporary loss of operability or functionality or items beyond Ladybird's control, which is a normal part of Internet business. Access to parts or all of the Services may be restricted from time to time to allow for repairs, maintenance or updating. Ladybird is not responsible for any lack of functionality that is due to the Customer's equipment (including device, internet connection, operating system or settings and software). Ladybird reserves the right to change functionality and content offered under the Services on an ongoing basis.

10. Proprietary Rights; Confidentiality

All rights, including without limitation intellectual property rights (including without limitation copyrights, trademarks, trade secrets, and patents) and other proprietary rights, in the content on the Docsity Website or other website owned or managed by Ladybird, (including without limitation text, scripts, design, functionality, related documentation, end-user interfaces, many of the individual features, captions, articles, information, images, photos, and other Services, information, services and materials) or any other materials provided by Ladybird (collectively, the "**Content**") are the property of Ladybird or their respective holders unless indicated otherwise. Ladybird retains all rights in the individual pages and their components, and collective works available related to the Content. The Content is protected by state, federal, international and worldwide intellectual property laws and treaty provisions, and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, except as otherwise agreed by Ladybird in writing. Docsity Website, Docsity logos and names displayed on or otherwise associated with the Docsity Business are trademarks and the property of Ladybird. All other names and trademarks on the Sites are the property of their respective holders. The Customer shall not modify, license, publish, participate in the licensing or sale of, create derivative works of, or in any way exploit any of the Content or other property interests of Ladybird, in whole or in part, unless expressly authorized in writing to do so by Ladybird.

The Parties acknowledge that, in the course of the performance of this Agreement, they may obtain Confidential Information from the other party. Each party agrees to hold the other's Confidential Information in confidence and to use it solely for the purposes contemplated herein and agrees further that the Confidential Information shall not be used for any other purpose nor disclosed to any third party without the prior written consent of the disclosing party. Each party agrees it shall apply at least the same level of confidential treatment to the other party's Confidential Information as it does to its own Confidential Information.

The parties may disclose the Confidential Information to their respective officers, directors, employees, attorneys, subsidiaries and affiliates working in connection with the purpose for which the Confidential Information is disclosed but only to the extent necessary to carry out that purpose and subject to all requirements of confidentiality set forth in this Agreement.

The obligations under this Agreement shall not apply to information that is at any time: (a) already known to the receiving party at the time it is disclosed to the receiving party; (b) publicly known through no improper action or inaction by the receiving party and is readily available by the actions of a person other than the receiving party; (c) rightfully received from a third party without restriction on disclosure and without breach of this Agreement; (d) independently developed by the receiving party; (e) approved for release by written authorisation of the party disclosing the Confidential Information; or (f) disclosed pursuant to a requirement of a governmental agency or of law, provided, however, that, to the extent viable under the circumstances, the party subject to the disclosure requirement has notified the disclosing party in advance of such disclosure (save where such notification would be in breach of applicable law) and the disclosing party has had an opportunity to seek a protective order or other appropriate remedy and the party subject to the disclosure requirement has reasonably cooperated with such efforts; and provided further, however, that the receiving party furnish only that portion of the Confidential Information that is legally required to be so disclosed.

Promptly upon receipt of a written request from the disclosing party, the receiving party agrees to return or destroy, at the receiving party's option, any written, printed or other materials embodying such Confidential Information and/or materials, including all copies or excerpts thereof, given to or acquired by the receiving party in connection with this Agreement. The receiving party shall not directly or indirectly disclose to the public or to any non-essential person and/or entity any of the terms of this Agreement without prior approval, unless otherwise required to do so by any law established by any government with applicable jurisdiction.

11. Indemnification

The Customer will indemnify, defend and hold Ladybird, its parents, subsidiaries, affiliates and their respective members, directors, officers, employees, and agents harmless from and against any claims, suits, threats, demands, settlements, and actions, causes of action, liabilities, and obligations (including Ladybird's reasonable attorneys' fees, including any arising from the enforcement of this provision) arising from, incurred as a result of, or in any manner related to (1) Customer's breach of these Terms and Conditions; (2) Customer's unauthorized, unlawful, fraudulent, or abusive use of the Services, Sites and/or the Content; or (3) the unauthorized, unlawful, fraudulent, or abusive use of the Marketing and Promotional Services by any person through the Customer's username.

12. Limitation of Liability

EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ANY CLAIM, LOSS, HARM OR DAMAGE, SHALL UNDER NO CIRCUMSTANCES EXCEED THE AMOUNTS PAID BY THE CUSTOMER TO LADYBIRD IN THE THREE (3) MONTHS PRIOR TO THE INITIATION OF THE CLAIM. THE CUSTOMER AND LADYBIRD AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN THE CUSTOMER AND LADYBIRD. THE CUSTOMER ACKNOWLEDGES THAT ABSENT THE CUSTOMER'S AGREEMENT TO THIS LIMITATION OF LIABILITY, LADYBIRD WOULD NOT PROVIDE ACCESS TO THE SERVICES, SITE AND/OR CONTENT TO THE CUSTOMER. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IN SUCH CASES, PARTY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

13. Governing Law; Competent Court; Dispute resolution

This Agreement shall be governed and interpreted under the laws of Italy, and any and all disputes and legal actions hereto shall be exclusively settled by the Court of Turin.

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. If, after attempting in good faith to resolve the dispute, the Parties are unable to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration. All the disputes arising out of or related to the present Agreement, shall be settled by arbitration under the Rules of the "International Chamber of Arbitration of Milan available at <http://www.camera-arbitrale.it/en/Arbitration/Arbitration+Rules.php?id=64> (the Rules), by a sole arbitrator, appointed in accordance with the Rules. The Arbitral Tribunal shall decide ex aequo et bono. The seat of the arbitration shall be Milan. the language of the arbitration shall be English.

14. Entire agreement

These Terms and Conditions contain the entire agreement between the Customer and Ladybird relating to the subject matter hereof, and supersede any prior oral or written communications relating thereto, except for any written exceptions from or amendments to these Terms and Conditions that have been expressly and clearly stated in writing in the "Special arrangements" section of the Order Form upon order and clearly accepted by Ladybird in writing.

15. Survival

Sections 4, 7, 9, 10, 11, 12, 13, 15, 17 and 22 of these Terms and Conditions shall survive the expiration or termination of these Terms and Conditions for any reason whatsoever.

16. Assignment

Ladybird may assign this Contract and the related Terms and Conditions, in whole or in part, with Customer's prior written consent. In the event of a reorganization, merger, or sale, including sale of business and sale of part of the business, Ladybird may transfer, or subcontract or sub-license, any and all of its rights and obligations, including but not limited to personal information and other information Ladybird collects, to another legal entity, provided the Customer's legal rights are not prejudiced. The Customer may not transfer the Customer's rights or obligations under these Terms and Conditions without Ladybird's prior written permission. Any attempt by either Party to transfer its rights or obligations under these Terms and Conditions shall be null and void.

17. Waiver of breach

Any failure to enforce any term or provision of these Terms and Conditions shall not be deemed a waiver of that or any other breach of that or any other term or provision of these Terms and Conditions. In addition, any failure to enforce any term or provision of these Terms and Conditions shall not constitute a waiver of a future breach of that or any other term or provision of these Terms and Conditions.

18. Force majeure

Neither Party shall be liable for any failure to perform its obligations under these Terms and Conditions as a result of strikes, pandemic, lockouts, calamities, acts of God, the loss or destruction of data, the deletion or corruption of storage media, power failures, natural phenomena, riots, acts of vandalism, acts or omissions of civil or military authority, war, terrorism or any other event beyond the Party's control.

19. Headings

The headings of articles and sections contained in these Terms and Conditions are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.

20. Invalidity

To the extent that any portion of these Terms and Conditions is held to be invalid or unenforceable, it shall be construed to meet the mutual intent of the parties as closely as possible. All remaining provisions and/or portions thereof shall remain in full force and effect.

21. Updates

Ladybird reserves the right to update these Terms and Conditions at any time by reasonable notice. The Customer's continued use of the

Services following changes means that the Customer accepts and agrees to the changes.

22. Notice

The Customer agrees that, where Ladybird is required to provide the Customer with notice under these Terms and Conditions, acceptable and sufficient forms of notice include, but are not limited to, the following:

- e-mail to the most recent e-mail address that the Customer has provided to Ladybird, regardless of the current status of that e-mail address;
- written communication delivered by first class mail to the most recent physical address that the Customer has provided to Ladybird, regardless of the current status of that physical address;
- such other methods of communication as the Customer specifically requests in writing that Ladybird use.

Ladybird shall have sole discretion to select which of the above methods of notice that it shall use, and shall not be required to use more than one of these methods to provide notice. The Customer accepts sole responsibility for providing Ladybird with notice of changes to the Customer's physical address and/or e-mail address.

Customer may send to Ladybird any notice relating the Contract at the following addresses:

Via email: sales@docsiy.com
Via registered letter: Via Leonardo da Vinci 16, 10126, Torino
Via PEC: ladybirdsrl@legalmail.it

Any notice shall be considered received by Ladybird at the date in which a proof of receipt is released by Ladybird.