



**Air Navigation Services
of the Czech Republic**

Training Agreement

concluded pursuant to Article 1746, paragraph 2 of the Act No 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**")

(hereinafter referred to as the "**Agreement**")

1. Parties

Air Navigation Services of the Czech Republic (ANS CR),

A state enterprise incorporated under the laws of the Czech Republic,
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,
Company Identification Number: 49710371
VAT Identification Number: CZ699004742
IBAN: CZ1203001712800000088153
SWIFT code: CEKOCZPP

Registered in the Commercial Register administered by the Municipal Court in Prague,
Section A, Insert 10771,
Represented by: Mr. Radovan Okenka, Executive Director of ATM Finance Unit

(hereinafter referred to as the "**Service Provider**")

and

[REDACTED]

(hereinafter referred to as the "Client")

each individually referred to as a „Party“ or collectively as the „Parties“.

2. Preamble

WHEREAS:

- A. The Client is the statutorily established [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
- and
- B. The Service Provider is the state enterprise responsible for Air Navigation Services of the Czech Republic.

Now therefore the parties have agreed as follows:

3. Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement shall have the following meanings:

- 3.1.1. "Course" shall mean a training program within the scope defined in Annexes 1 - 3 hereto;
- 3.1.2. "Performance" shall mean the Course realization performed in accordance with the conditions of this Agreement;
- 3.1.3. "Student" shall mean staff of the Client selected for the purpose of attending the Course;
- 3.1.4. "Instructor" shall mean a qualified professional provided by the Service Provider performing/lecturing the Course up to the required professional standards.

4. Subject of the Agreement

The Service Provider hereby undertakes to hold for the Client Courses described below:

- 4.1.1. "OPERATIONAL SUPERVISOR COURSE (SUP)" 1x
- 4.1.2. "APS AND ACS VECTORIZING AND SPEEDCONTROL COURSE (VSC)" 1x
- 4.1.3. "LOW VISIBILITY PROCEDURES COURSE (LVP)" 1x

The Course duration shall be:

- 4.1.4. SUP - five (5) days
- 4.1.5. VSC - ten (10) days

4.1.6.LVP - five (5) days

The total number of Students in each course shall be [REDACTED]

The specific dates of the Courses will be agreed by email between the Parties' following contact persons:

[REDACTED]

The Detailed specification, scope and agenda of each Course shall be provided in the Course Program as approved by the Client. The Course Program constitutes Annexes No. 1, 2 and 3 hereto and shall form an integral part of this Agreement.

The Service Provider shall provide qualified Instructors, training materials, appropriate classrooms and aids necessary for the performance of this Agreement. The Course shall be provided in English language.

The Service Provider shall provide the Students with Course completion certificates confirming their qualification upon completion of the Course after taking qualification exams. Certificates awarded shall accompany examination results (assessment form of the training accomplishment).

5. Venue of Performance

The venue of Performance shall be the ANS CR Training Centre, K Letišti 934/2, Prague 6, 160 08, Václav Havel Airport Prague, Czech Republic or in case of on-line training the premises of Client or Client's participants.

6. Price

The price of the Performance shall be:

[REDACTED]

[REDACTED]

The agreed sum shall include all costs of the Agreement, all Course materials distributed and used for the Performance of this Agreement and travel costs between the airport and the accommodation facility only upon arrival and departure. The price for accommodation as described in Article [REDACTED] of this Agreement is included in final sum.

The agreed sum shall be binding on both Parties. Any changes in the scope of the Course and the prices shall be made in writing only through a written addendum signed by authorised representatives of both Parties.

7. Terms of payment

Following confirmation of the date for each course, the agreed price of each Course shall be paid after submission of an invoice issued by the Service Provider upon completion of each Course after submitting of final Student evaluation report.

The invoice shall be paid within forty five (45) calendar days from the day of submission of each invoice by the Service Provider. The invoice shall be paid in Euro to the below indicated bank details:

Account NO./Code: 8815280/0300
IBAN: CZ12 0300 1712 8000 0008 8153
BANK: ČSOB SWIFT code: CEKOCZPP

The invoice shall be considered paid by the Client on the day the monetary amount is credited to the Service Provider's account.

8. Rights and obligations of the Parties

Client

- 8.1.1. The Client guarantees that the Students have the level of knowledge necessary for the attendance of the Course, including sufficient English language skills.
- 8.1.2. The Client undertakes to send the Students to the Service Provider's Training Centre, i.e. to the Czech Republic.

8.1.3. The Client guarantees that the Students shall have knowledge of the ANS CR – CANI HOTEL HOUSE RULES (Annex no. 5 to this Agreement).

Service Provider

8.1.4. The Service Provider undertakes to abide by the Course agenda in the scope specified in Annexes No. 1, 2 and 3 hereto.

8.1.5. The Service Provider undertakes to perform the Course in English and to provide the Students with appropriate training materials in English.

8.1.6. The Service Provider shall only use qualified Instructors for the Course with established professional qualifications based on required and applicable national and international standards.

8.1.7. The Service Provider shall evaluate the Students both during and at the end of the Course and present the results of such evaluation to the Client. The Service Provider is entitled to recommend that a Student should be dismissed from the Course. The Service Provider shall provide a written final evaluation report no later than 15 days from the completion of the Course.

8.1.8. The Service Provider shall not alter the agreed scope and agenda of the Course, as specified in Annexes No. 1, 2 and 3 hereto, without the Client's prior written consent. The Service Provider does not guarantee the degree to which the Course completion will be recognised in individual countries and what scope of the Student's qualification will be accepted with regard to individual countries' legislation.

8.1.9. The Service Provider shall not bear any responsibility for Students' necessary insurance relating to their stay and studies in the Czech Republic, or for any costs that may arise in connection with injuries or damages caused by the Students, or appropriate health insurance in the event of illness or injury, but will provide necessary support and assistance if will be requested by Students.

9. Conventional fines and default interest

Should the Service Provider fail to meet the binding deadlines set forth herein, the Service Provider shall pay a conventional fine equalling ten percent (10%) of the agreed sum of each course, which is impacted by the fail on the side of the Provider. Should the Service Provider fail to comply with the agreed agenda of the Course as specified in Annexes 1-3 hereto, the Service Provider shall pay a conventional fine equalling fifteen percent (15%) of the agreed sum of each course, which is impacted by the fail on the side of the Provider.

Should the Client fail to meet its obligation to ensure the presence of Students' for the Course in terms of schedule of the Course program, the Client shall pay the Service Provider a conventional fine equalling fifteen percent (15%) of the agreed sum of each course, which is impacted by the fail on the side of the Client.

Should the Client default in the payment of an invoice, the Client shall pay the Service Provider a default interest equalling 0.05% of the unpaid amount for every new day of default.

The Client acknowledges that the breach of the CANI Hotel House Rules (Annex No. 5 to this Agreement) by the Students and related contractual penalties are carried by the Client.

The obliged Party shall pay the conventional fines set forth herein regardless of whether any damage is inflicted upon the other Party in this connection and if so, the amount of such damage; any such damage may be claimed independently.

10. Evaluation of Students and suspension proposal

The Service Provider is entitled to give the Client a recommendation that a Student should be dismissed from the Course, if the Instructor finds the Student unfit to perform a qualified activity associated with the Course completion.

The Service Provider shall provide a final Student evaluation report upon completion of the Course and provide each Student with Course completion certificate.

11. Force Majeure

For the purposes of this Agreement, the term Force Majeure applies to earthquake, storm, floods, epidemic diseases, pandemic, fire, war, terrorism, actions taken by civilian and military authorities, government restrictions,, lay-offs, civil riots and, generally, any obstacles that are beyond the Parties' control and that could not be anticipated upon the execution (signature) hereof.

Neither of the Parties shall be liable for failure to perform this Agreement due to a Force Majeure event. However, this provision shall only be applicable for the duration of such an event.

The Party affected by the Force Majeure event shall furnish evidence of Force Majeure as soon as reasonably possible. The affected Party shall inform the other Party of the Force Majeure event and shall provide reasonable information for verification thereof.

Should a Force Majeure situation/status last more than two months, either of the Parties hereto shall be entitled to withdraw from the Agreement upon providing the other Party with fourteen (14) days written notice and without any further liability for payments or compensation.

12. Confidentiality

The Parties shall consider any disclosed business information confidential. The other Party shall not disclose such information to any third party or use it in contradiction with the purpose thereof otherwise it shall be held liable for any damage caused by unauthorized disclosure of such information. The obligation to keep all acquired information confidential shall last also after the termination of the contract-based relationship.

13. Copyright

The Service Provider is an authorised holder of copyright to all training materials used within the Performance and provided to the Students. The training materials shall not be further distributed without the Service Provider's prior written consent.

All fees relating to the copyright and the ownership or use of trademarks used during the Course are considered included in the agreed price.

Should a third party claim any copyright infringement the Party that has infringed such rights shall pay all the costs associated therewith.

14. Disputes

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity therefore, which cannot be settled by Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic. The Parties hereby agree that a court of Service Provider's registered office shall be considered appropriate.

The language to be used in trial and award shall be Czech.

This Agreement is governed by Czech law.

15. Agreement termination

Should either of the Parties wish to cancel any Course before it starts, the Party is entitled to withdraw from the Agreement by means of a written notice on the Course cancellation delivered to the other Party not later than fourteen (14) calendar days prior to the Course beginning. If the time remaining until the scheduled beginning is shorter, the cancelling Party shall pay a cancellation fee (conventional fine) equalling thirty (30%) of the agreed sum of the Agreement. No conventional fine shall be applicable in case of force majeure circumstances.

Should one of the Parties fails to perform its obligation under this Agreement during the term of agreement, the other Party shall be entitled to withdraw from the Agreement as of the date of delivery of a written notice of withdrawal. The non-breaching Party shall be entitled to damages and costs caused by the other Party's breach.

Either Party can terminate this agreement by giving 30 (thirty) days notice in advance.

16. Final provisions

Any amendments and alterations of the Agreement may only be made in writing, upon agreement of both Parties, and signed by authorised representatives of both Parties hereto.

All taxes, including bank charges, relating to this Agreement shall be borne by each Party on its territory.

Both Parties hereto declare the respective articles hereof are sufficient in terms of conditions necessary for the establishment of a contract-based relationship and that they have made the Agreement of their free will, not under disadvantageous conditions for either of the Parties.

The Agreement has been made in two (2) original copies in English language, of which each Party shall receive one copy.

The Agreement shall become valid on the date of its signature by both Parties and effective on the day of its announcement in the Register of Contracts and shall remain in force until fulfilment of obligations under present Agreement.

Publication. Client acknowledges that Service Provider is obliged to publish this Agreement pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Client also acknowledges that the Service Provider is obliged to provide information pursuant to the Act No. 106/1999 Coll. on Free Access to Information, as amended. When this Contract is published in the Register of Contracts, in particular

the following information contained in this Agreement shall not be provided: Client's identification details, details of Parties' contact persons, signatures on the Agreement and also trade secret within the sense of § 504 Civil Code as further specified in Article 0 of this Agreement.

Trade Secret. Trade secret, within the sense of § 504 of the Civil Code, means in connection with this Agreement: price and Annexes 1, 2, 3, 4, and 5. For this reason, price and Annexes 1, 2, 3, 4, and 5 will not be published according to Article 0 of this Agreement.

17. Annexes

The following Annexes shall form integral parts of this Agreement:

- 17.1.1. Annex No 1 – SUP Course Program
- 17.1.2. Annex No 2 – VSC Course Program
- 17.1.3. Annex No 3 – LVP Course Program
- 17.1.4. Annex No 4 – Student Participation Chart
- 17.1.5. Annex No 5 – CANI House Rules

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

In Jenec on 01-03-2024

For and on Behalf of:

AIR NAVIGATION SERVICES OF THE CZECH

Designation: Executive Director of Finance Unit

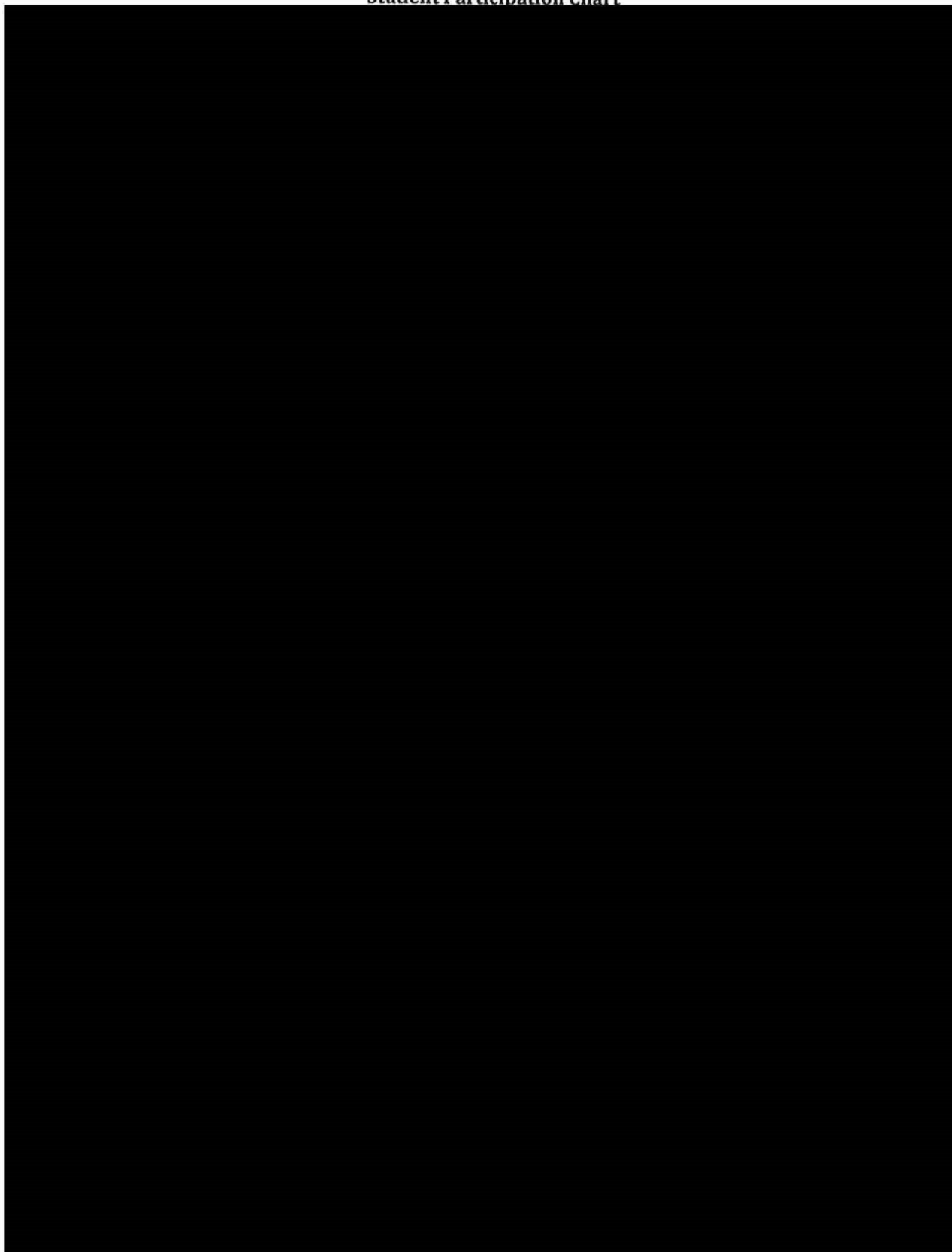
ANNEX No 1-3
Course Programs

evidenční číslo smlouvy ŘLP ČR, s.p.:XXX/2022/PS/048

evidenční číslo prodávajícího:

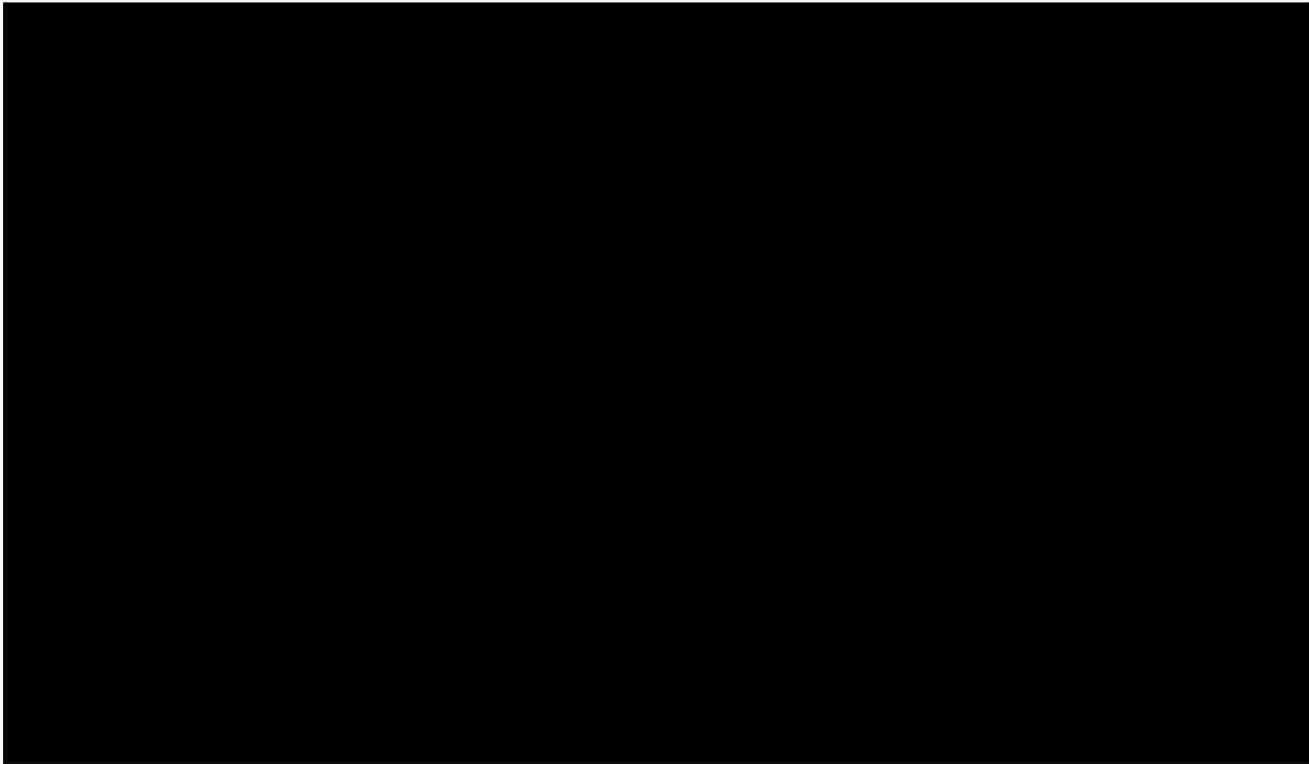
ANNEX No 4

Student Participation Chart



evidenční číslo smlouvy ŘLP ČR, s.p.:XXX/2022/PS/048

evidenční číslo prodávajícího:



evidenční číslo smlouvy ŘLP ČR, s.p.:XXX/2022/PS/048

evidenční číslo prodávajícího:

ANNEX No 5

CANI House Rules