

TERMS AND CONDITIONS OF CONSULTANCY SERVICES

These terms and conditions ("Agreement") govern the provision of consultancy services ("Services") by Zuzana Konupkova a consultant operating under Immanency, spol. s r.o. IC 054 19 182 (registered office: Korunní 2569/108, 101 00, Prague 10, Czech Republic), to clients ("Clients"). By engaging the Services, the Clients agree to be bound by the terms herein.

Scope of Services

The Consultant shall provide consultancy services as agreed upon. Specific details, deliverables, and timelines will be outlined in a separate agreement or proposal.

Services may include business optimization, work-life balance enhancement, and company optimization as required.

Initial Consultation

An initial consultation of up to 1 hour is provided without charge.

Fees & Payment

The consultancy services will typically be charged based on one of the two following methods:

- **Hourly Rate:** The Consultant will charge for the services based on an hourly rate. This rate and any associated expenses will be specified in a separate agreement or proposal. Prepaid hours are used in blocks of 15 minutes and remain valid for 12 calendar months. After this period, they shall be forfeited without the right to a refund. Unscheduled telephone consultations are billed for each started 15-minute block.
- **Fixed Project Fee:** For some services, the Consultant and the Client may agree on a fixed price for the entire service. The details and the full scope of these services will be outlined in a separate agreement or proposal.

Services are invoiced based on the agreed-upon method. An advance payment of at least 50% of the projected order value or fixed fee is required upon order placement and issuance of an advance invoice.

Unused prepaid hours, applicable in the hourly rate method, can be cancelled with a cancellation fee of 50%.

Payment terms, for either method, shall be defined in a separate agreement or invoice. Unless stated otherwise, payment is due within 10 days from the date of invoice.

Consultation Process

Consultations may be conducted in person or via telephone, based on prior agreement. Unscheduled telephone/First consultations are billed for each started 15-minute block.

Invoiced Hours

Invoiced hours cover analytical and summarizing emails, document analysis, document preparation, and travel expenses (agreed in advance based on travel duration and location). Only actual worked hours, as tracked, are billed.

Travel Allowances

For international assignments requiring travel, the Clients shall be responsible for reimbursing the Consultant for all travel-related expenses, including but not limited to transportation, accommodation, meals, and visa application fees. The specific travel expenses and reimbursement terms shall be agreed upon in writing between the parties prior to the commencement of travel.

Confidentiality & Data Protection

The Consultant shall treat all client information confidentially. No client information dissemination will occur without client approval unless mandated by law. Documents are securely stored on GDPR-compliant OneDrive for Business.

Freedom to Cooperate

The Consultant retains the right to freely cooperate, collaborate, and engage with any individual, organization, or entity during the term of this Agreement and beyond. The Clients acknowledge and agree that they cannot impose any restrictions or limitations on the Consultant's ability to provide services to other parties, regardless of whether these parties are competitors or operate within the same industry or market.

Ownership of Work Product

Upon full payment, all intellectual property rights in any work created or developed by the Consultant during the service provision shall belong to the Clients, unless otherwise stipulated in writing.

Termination of Cooperation

The Consultant reserves the right to terminate this Agreement with a written notice in case of significant deviation from their values, pre-agreed conditions, or any unfair practices. Either party may terminate the Agreement upon 30 days' written notice in case of the other party's material breach.

Governing Law & Jurisdiction

This Agreement is governed by the laws of the Czech Republic. Any arising disputes shall be subject exclusively to the Czech courts.

Exceptions, Amendments, and Special Conditions

Exceptions and special conditions can only be mutually agreed upon. Any amendments or waivers to this Agreement must be written and signed by both parties.

Severability

Should any provision of this Agreement be deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in effect.

Entire Agreement

This Agreement represents the entire understanding between the parties, superseding all prior agreements, representations, or understandings, be they oral or written.

By engaging the Services, the Clients confirm they have read, understood, and accepted these terms and conditions.

These terms and conditions take effect 1. January 2022