

## **Purchase Order**

Order No.: 4500872477

Contact person/Telephone/Mobile:

## Supplier:

The Sports Network Inc.
Exploration Production Inc.
9 Channel Nine Court
SCABOROUGH,ONTARIO M1S 4B5
CANADA

## Client:

Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, CR Established by Czech Act No. 483/1991 Coll., on Czech Television

Not registered in the Czech Commercial Register Bank Connection: Česká spořitelna, a.s., Praha 4 Bank account: CZ75 0800 0000 0000 0169 8412 ID No.: 00027383 VAT ID No.: CZ00027383

SWIFT (BIC) Code: GIBACZPX

Supplier's No. in Client's database: 202587

Number of this order, title and number of the programme/project shall be quoted on all invoices and correspondence.

The place of performance will be determined by the Client.

The Client hereby orders the following:

Currency: USD

Entry	Goods/Service Ordered amo	_	Title/Specification No. of programme/project Price per unit Date/Period of supply Price of entry excl. VAT
1	2199.		OST.NÁKL.PROD./OST.DROBNÁ SPOTŘEBA 21847129116/1201
2	1 2199.	Service	OST.NÁKL.PROD./OST.DROBNÁ SPOTŘEBA 21847129116/1202
3	1 2199.	Service	OST.NÁKL.PROD./OST.DROBNÁ SPOTŘEBA 21847129116/1203
4	1 2199.	Service	OST.NÁKL.PROD./OST.DROBNÁ SPOTŘEBA 21847129116/1204
	1	Service	

The total price is a sum of the prices of the above supplies (entries) and excl. VAT amounts to:

The Client reserves the right not to use up the above ordered amount of the supplies, whereas the Supplier expressly agrees with that. The parties agree that the Supplier will provide the Client with the ordered supplies only in the extent determined by Client's orders. The parties further agree that the Supplier is entitled to the price in the amount corresponding to a real extent of its duly provided supplies.

The Client shall pay the price on the invoice issued by the Supplier following the provision of supplies. The Supplier shall invoice either the total price, or a price of each supply separately.

The Supplier shall send the invoice to the Client within 3 business days of providing supplies. An invoice shall be payable within 30 days of the day of its delivery to the Client, by cashless transfer to the account specified by the Supplier on the invoice.

The Supplier undertakes to specify its tax domicile on all invoices. A Supplier whose registered office is in the European Union also undertakes to specify its valid VAT number on all invoices. The Supplier undertakes to supply the Client with an original document on its tax domicile and also declares that it is the beneficial owner of the income resulting herefrom. Income of the Supplier is subject to income tax withholding in the territory of the Czech Republic based on the relevant double taxation agreement concluded between the Czech Republic and the country in which the Supplier has its registered office.

If an invoice does not contain requirements stipulated by law and/or this Agreement and/or contains incorrect and/or incomplete information, the Client is entitled to return such invoice to the Supplier for correction, and may do so repeatedly. In such case the payment period stops running and a new due date is calculated from the day of delivery of a properly corrected invoice to the Client.

Should the Supplier make use of the option of sending the Client an invoice by e-mail, it shall send it in "PDF" format from its e-mail e-mail address: faktury@ceskatelevize.cz. The day of delivery of an invoice to the Client is the day of delivery to Client's e-mail add

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Client's h is also



## Purchase Order Order No.: 4500872477 Contact person/Telephone/Mobile: Total net item value USD

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regarded as consent to the use of this form of communication. The same method of electronic delivery is used in the event an invoice does not contain the stipulated requirements and/or contains incorrect and/or incomplete information, and also in the event of sending a corrected invoice.

In the event that the Supplier (in the case of a Supplier that is a legal entity, any individual who performs obligations hereunder) creates any copyrighted work or artistic performance for the Client through creative activity based hereon ("work"), or in the event that the subject matter hereof is a supply of the work, the Supplier hereby grants the Client, at the moment of supply, an exclusive authorisation to use the work or any of its parts in all manners of use, for the entire duration of the economic rights to the work and without any other restriction, specifically without territorial, language, technology, quantity, format or purpose of use restrictions, all in original form or following processing, reworking or other change, independently or in a group with or in connection with another copyrighted work or elements, or for use (including placement in) audiovisual works (i.e. as a work used audiovisually) or other audiovisual recording or copyrighted work, or for use (including placement in) an audio recording or other material; the Supplier further grants the Client permissions (i) to complete, process, transform or otherwise change the work or any of its parts, (ii) to combine the work or any of its parts with any copyrighted work or element, (iii) to include the work or any of its parts in any audiovisual work or other audiovisual recording or copyrighted work or file, audio recording or other material, and (iv) to make audiovisual or audio recordings, including dubbing and subtitles, all without making changes or after completion, or after processing, reworking or other changes to the work or any of its parts (the Client is entitled to use these permissions itself or through a third party), where the Supplier grants the Client an exclusive authorisation to make further use of such work or any of its parts to the extent of this paragraph, and further also grants the Client a permission to publicly present the work or any of its parts and agrees that the Client is not obligated (when publicly presenting and subsequently using the work or its parts) to present the name of its author and (as the case may be) also the business or other name of a Supplier that is a legal entity (all above hereinafter referred to as the "licence"). It is agreed that the fee for the provision of the licence is already included in the above price and amounts to its 30 %. The Parties affirmatively represent that with regard to the purpose hereof, which is a cooperation related to the preparation, production and/or distribution of Client's programme content, where the Client incurs significant costs, the licence is not, with regard to Client's legitimate interests, granted for the entire duration of the economic rights to the work without serious reason. The Client is entitled, but not obligated to make use of the licence. The Client is not obligated to provide the Supplier with a free reproduction of the work. The Client is entitled to grant the authorisations and permissions that are part of the licence to a third party in full or in part, including authorisation for further provision (in full or in part). The Client is also entitled to assign the authorisations that are part of the licence to a third party in full or in part, including authorisation for further assignment (in full or in part). The Supplier warrantees that it is entitled to grant the licence to the Client to the extent agreed in this paragraph. The Supplier is liable that the work will be free of any legal defects and third party legal claims. If the Client incurs damage and/or other detriment due to a legal defect and/or a legal claim of a third party in relation to the work, the Supplier shall compensate the Client for such detriment without undue delay.

Legal relations not expressly set out hereby shall be governed by the laws of the Czech Republic. Any disputes between the parties shall primarily be resolved by amicable settlement, however, if there is no amicable settlement in a dispute, such dispute shall be settled by the competent courts of the Czech Republic.

It is hereby agreed that rights and obligations, which (as the case may be) have arisen from performance of obligations within the subject-matter of this Agreement in the period before it came into effect, shall be replaced by rights and obligations arising from this Agreement. The performance of obligations within the subject-matter of this Agreement in the period before it came into effect shall be regarded as performance in accordance with this Agreement, and the rights and obligations, which have arisen from such performance, shall be governed by this Agreement.

Should this Agreement be subject to an obligation to make its contents public pursuant to the laws of the Czech Republic, the Client is entitled to make this Agreement public pursuant to Czech law, whereas information in this Agreement highlighted in yellow (if any) shall be redacted (blackened out; e.g. on the grounds of trade secrets).

This Purchase Order (i.e. the Client's contract offer) cannot be accepted with any changes and/or other amendments.

Czech Television

Supplier

The Sports Network Inc.

Name: Ing. Jiří Ponikelský

Position: výkonný ředitel ČT sport

Place: Praha

Place:

Date: