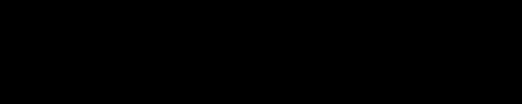


**Purchase Order (PO)**

Purchase Order Number/Date:

4500880921 / 20.03.2019

Contact person/Telephone/Mobile phone:


**Supplier:**

Registered Office:

Korn Ferry s.r.o.

Hvězdova 1716/2b

140 00 Praha 4

VAT ID No.: CZ03430839

Telephone/Mobile phone:


**Client:**

Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, CR

Established by the Act No. 483/1991 Coll., on Czech Television

Not registered in the Czech Commercial Register

Represented by: Ing. David Břinčil

Bank Connection: Česká spořitelna, a.s., Praha 4

Bank Account No.: GB61BARC2078988249

ID No.: 00027383 VAT ID No.: CZ00027383

SWIFT (BIC) Code: GIBACZPX

Thereinafter referred to as "The Client"

The Supplier's No. in the Client's system: 142508

Thereinafter referred to as "The Supplier"

Invoice to: Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4

Please quote the Purchase Order No. and the Invoiced Item No. in all invoices and related correspondence. In case of missing Purchase Order No. the invoice could not be processed and it will be returned to the Supplier. Please consider this Purchase Order as binding and confirm it by 20.03.2019 at the latest. Referring to your Quotation we would like to order the following:

Delivery date: 20.03.2019

Place of the Services Provision: Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, Czech Republic

The Requested Time of the Services Provision: 25.03.2019 - 30.09.2019

Currency: CZK

| Item | Service            | Specification                           | The Program No./Title |
|------|--------------------|---|-----------------------|
|      | The Ordered Amount | Unit                                    | The Unit Price        |
|      |                    |   | The Item price        |
| 1    | 900132             | Job Evaluation for 66 managerial roles. |                       |
|      | 1                  | Service                                 | 400.000,00            |
|      |                    |   | 400.000,00.           |

Total net item price excl. VAT tax:

400.000,00

This Short Form Agreement (the #Agreement#) dated [MONTH DAY], 2019 (the #Effective Date#), is between Korn Ferry s.r.o., with an office at Hvězdova 1716/2b, Praha 4, 140 00 (#KFHG#) and Česká televize a Czech government institution with an office at Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4 Client#. The attached General Terms and Conditions are incorporated into this Agreement by reference.

**Project Overview.**

Job Evaluation for 66 managerial roles.

**Project Details.**

KFHG will have a discussion with Česká televize institution and evaluate their managerial jobs.

**Deliverables.**

Individual results of the grading &amp; calibration workshop for approval of the results and individual matrix of the jobs.

THIS AGREEMENT DOES NOT INCLUDE A LICENSE TO KFHG'S INTELLECTUAL PROPERTY. USE OF KFHG'S INTELLECTUAL PROPERTY REQUIRES THE EXECUTION OF A SEPARATE INTELLECTUAL PROPERTY LICENSE AGREEMENT.

Professional Fees, Expenses and Taxes.

**Purchase Order (PO)**

Purchase Order Number/Date:

4500880921 / 20.03.2019

Contact person/Telephone/Mobile phone:



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Registered Office:

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Hvězdova 1716/2b

140 00 Praha 4

Total net item value CZK 400.000,00

# The professional fees for the Services are CZK 400.000. All professional fees are non-contingent and non-refundable unless specifically stated otherwise in this Agreement. Professional fees will be billed after the delivery of the project. Invoices are due upon 30 days.

# Direct out-of-pocket expenses including travel, lodging, and video-conferencing, will be billed on a monthly basis as incurred.  
# KFHG assesses an administrative charge equal to twelve percent (12%) of professional fees.

Rescheduling or Cancelling. KFHG will schedule and commit personnel and resources to provide the Services. KFHG understands that Client's business conditions may change; however, rescheduling or cancelling on short notice impacts KFHG's business and its ability to provide outstanding service to all of its clients. Client may reschedule or cancel the provision of Services by paying the following fees in addition to the associated fees for any Services rendered. These fees are reflective of the lost bookings for KFHG for the time scheduled for the team leader, team members and other resources, and are not penalties.

1. If rescheduling or cancelling more than 20 business days before the scheduled program, meeting or session, Client will pay the Actual Expenses (defined below) Incurred as a result of the rescheduling or cancellation.
2. If rescheduling or cancelling 20 or fewer business days before the scheduled program, meeting or session, cancellation/rescheduling fees will be calculated based on the number of business days# notice provided as shown in the table below, plus Actual Expenses Incurred.

Length of Program: Less than 1 day 1-2 days 3-5 days

Notice from client (business days)

Length of Program: Less than 1 day 1-2 days 3-5 days

Notice from client (business days)

16-20 0 0 25%

11-15 0 25% 50%

6-10 0 50% 75%

3-5 50% 75% 75%

Less than 2 100% 100% 100%

#Actual Expenses# means the amounts KFHG pays to others in anticipation of the Services (e.g., hotels, airlines) that KFHG cannot recover on its termination of the bookings. KFHG will invoice Client for any additional penalties or fees incurred due to changes or cancellations. KFHG will charge Client for costs incurred for any materials KFHG prepares (e.g., for events, workshops, meetings) if the engagement is not rescheduled within two months of the original date.

Invoices will be sent to the following address:

Company: [TO BE COMPLETED] Address: [TO BE COMPLETED] Address: [TO BE COMPLETED] Attn (Name, Title): [TO BE COMPLETED] Email, Phone: [TO BE COMPLETED]

Accounts Payable Contact:

Company: [TO BE COMPLETED] Address: [TO BE COMPLETED] Address: [TO BE COMPLETED] Attn (Name, Title): [TO BE COMPLETED] Email, Phone: [TO BE COMPLETED]

Purchase Order Number (Check the appropriate box):



### Purchase Order (PO)

Purchase Order Number/Date:

4500880921 / 20.03.2019

Contact person/Telephone/Mobile phone:



Supplier:

Registered Office:

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Hvězdova 1716/2b

140 00 Praha 4

Total net item value CZK 400.000,00

0 PO Number required on invoice. PO # \_\_\_\_\_

0 PO Number not required on invoice.

#### GENERAL TERMS AND CONDITIONS

1. **KFHG's Responsibilities.** KFHG will perform the Services in a competent and professional manner and in accordance with generally acceptable industry standards. KFHG may remove and replace any of its resources performing the Services; any resource removed will be replaced by a resource of comparable training and experience.

2. **Client's Responsibilities.** Client will timely provide KFHG with the documentation, information, access to its personnel and the cooperation KFHG reasonably requires to provide the Services. Client will not use the Services, New Materials, or KFHG Materials (defined below) as the sole basis on which it determines whether to take any employment action relating to any of its employees or candidates (including the hiring or termination of such employees or candidates).

#### 3. Taxes.

a. Client will be responsible for all applicable taxes (excluding taxes imposed on KFHG's net income) imposed by any taxing or governmental authority, whether designated as value-added (VAT), good and services (GST), sales, use, or other similar taxes, including any penalties or interest thereon (together #Transaction Taxes#) now in effect or hereafter imposed or based upon or resulting from the fees arising pursuant to this Agreement. If Client is exempt from Transaction Taxes, Client must inform KFHG of its exemption and provide to KFHG complete and proper documentation evidencing the exemption.

b. If Client is required by applicable law to deduct or withhold taxes from any payment due to KFHG, Client will: (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) within sixty (60) days of payment, deliver to KFHG original documentation or a certified copy evidencing remittance of withheld tax. If Client does not provide evidence of payment of withheld taxes, Client will reimburse KFHG for the tax withheld from payment to KFHG. Client will comply with all applicable law, including income tax treaties and protocols, in determining the amount of tax to withhold.

#### 4. Representations and Warranties.

a. Each party represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization, and has full power and authority to perform all of its obligations under this Agreement; (ii) the person executing this Agreement on its behalf is duly authorized and empowered to bind the party to this Agreement; and (iii) it will comply with all applicable laws in connection with this Agreement. Without limiting the generality of (iii), Client will comply with all applicable laws, rules, regulations, and administrative requirements with respect to its activities pursuant to this Agreement, including the use, transfer, or provision of access to the Services and work product. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including the U.K. Bribery Act, the U.S. Foreign Corrupt Practices Act, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to Client. Client further represents and warrants that: (iv) it has provided the required notices and obtained all necessary rights and consents in order to provide an individual's personal information, including sensitive information, to KFHG for the purposes stated in this Agreement; and (v) the transfer to and use by KFHG of such information does not violate any applicable laws or rights of any third party.

b. U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons (#SDN#) List

i. Client represents and warrants that Client and its affiliates: (a) are not owned or controlled by any individual or entity subject to any sanctions administered or enforced by the United States, including the SDN List and Sectoral Sanctions Identifications List, the United Nations Security Council, the European Union and the relevant sanctions authorities of each of its member states, including the United Kingdom's HM Treasury, or other relevant sanctions authority; and (b) are not located, organized, or resident in Cuba, Iran, North Korea, Sudan, Syria, or the Crimea Region of Ukraine, or owned or controlled by any individual, entity or government in those countries, and (c) will not use the Services or work product in connection with any business



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Total net item value CZK 400.000,00

activities in those countries or regions. Any breach of this representation is a material breach of this Agreement and is grounds for immediate termination.

ii. The Services and work product are subject to U.S. sanctions laws and may not be provided to any party listed on the SDN List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or in countries or regions subject to U.S. comprehensive sanctions programs (currently Cuba, Iran, North Korea, Sudan, Syria, and the Crimea Region of Ukraine). Client will not use, transfer, or provide access to the Services or work product, including tools and intellectual property (a) to any SDN or (b) in (or for the benefit of individuals or entities from) U.S. sanctioned countries or regions. Any breach of this section is a material breach of this Agreement and is grounds for immediate termination.

c. KFHG DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. Intellectual Property.**

a. Client retains ownership of all materials, and the intellectual property rights in those materials, provided to KFHG by or on behalf of Client (#Client Materials#). Subject to Section 5.b., Client will also own copies of reports and analyses KFHG delivers to Client under this Agreement (#New Materials#). Client may use the New Materials in the form provided for its internal purposes only; Client may not use the New Materials for any other purpose or permit any other person, firm or entity to use the New Materials.

b. The performance of the Services and creation of the New Materials will require the use of KFHG's materials and methodologies that are considered proprietary, copyright, patent, and trade secret materials (#KFHG Materials#). KFHG Materials include methodologies, preexisting programs, instruments, models, proprietary information, patents, registered and unregistered trademarks, trade names, trade secrets, copyrights, prototypes, inventions, algorithms, designs, compilations, computer software programs, tools, databases, evaluation guides, report forms, scoring guides, scoring algorithms, scoring instructions, scoring software and norms. KFHG may customize, modify, translate, or expand KFHG Materials to apply to Client's unique requirements (collectively, a #Customization#). Any Customization will be KFHG Materials. KFHG owns KFHG Materials at all times. KFHG reserves all rights not expressly granted under this Agreement. Licenses to KFHG Materials must be procured through a separate license agreement. This Agreement will not be construed as a license to copy, modify, create derivative works from, publish, disclose or otherwise use KFHG Materials. Client will not download, copy, publish, disclose, create derivative works of, disassemble, decompile or otherwise attempt to reverse engineer KFHG Materials, nor will Client permit any other person to do so. Client will be liable for all violations of these restrictions by its employees, subcontractors, or agent.

c. If a Customization includes Client Materials, Client grants to KFHG a non-exclusive, limited, non-transferable license to use the Client Materials solely in connection with the Customization. Client represents and warrants that it has all the necessary rights to include the Client Materials in the Customization.

**6. Confidential Information.**

a. One party ("Discloser") may disclose Confidential Information to the other party ("Recipient") in connection with this Agreement. #Confidential Information# means all oral or written information concerning a party, including the party's business and business activities (past, present and future), financial information, technical information, customer information, intellectual property, methodologies, strategies, plans, documents, drawings, designs, tools, models, inventions, and patent disclosures, whether or not marked or identified as #confidential# that may be obtained from any source as a result of this Agreement. Confidential Information does not include information, technical data, or know-how that: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) was lawfully in Recipient's possession or known by it prior to its receipt from Discloser; (iii) was rightfully disclosed to Recipient by another person without restriction; (iv) Recipient independently develops without use of Discloser's Confidential Information; or (v) Discloser approves in writing for release.

b. Recipient will not use any Confidential Information it receives from Discloser for any purpose other than to perform its obligations under this Agreement. Recipient will not disclose any Discloser Confidential Information to third parties or to its employees, other than employees or third parties who are required to have the Confidential Information to perform obligations under this Agreement and who are bound by confidentiality terms substantially similar to those in this Section. Recipient and

**Purchase Order (PO)**

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Discloser will each be responsible for any breach of this Agreement by its representatives. Recipient will protect Confidential Information from disclosure to others using the same degree of care it uses to protect its own confidential information, but in any case no less than a commercially reasonable degree of care. If Recipient is required by law, regulations, or court order to disclose any of Discloser's Confidential Information, Recipient, where legally allowed, will promptly notify Discloser in writing prior to making any disclosure. Discloser may, at its sole expense, seek a protective order or other appropriate remedy from the proper authority.

c. Upon request, Recipient will destroy Discloser's Confidential Information in its possession, but Recipient may: (i) retain copies of Confidential Information that it is required to retain by law or regulation; (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product; and (iii) store copies made as part of routine back up of its information technology systems but the Confidential Information must continue to be handled in accordance with this Section.

7. Raw Data. KFHG will not disclose to Client the raw data, including personal information, KFHG collects in providing the Services, and upon which the New Materials will be based (the #Raw Data#). KFHG will use Raw Data only to provide the Services as specified in this Agreement or as otherwise instructed and permitted by Client. The parties agree that the Services include archiving and using the Raw Data for research, studies, development, benchmarking, statistics, analytics, and to develop, improve, and enhance KFHG's products and services. Raw Data will be handled and used in accordance with KFHG's Global Privacy Policy, which is available on KFHG's website and incorporated into this Agreement by reference.

8. Indemnification. Client will indemnify and defend KFHG, its parent, affiliates, and their respective directors, officers, partners, employees, shareholders and agents and their respective successors and permitted assigns, from and against all third party suits, claims, actions, and proceedings and all related liabilities, losses, judgments, damages, costs and expenses (including interest, penalties, fines, legal fees and other litigation expenses) that are or are alleged to arise from: (a) Client's decision to take any employment action with regard to any individual identified, evaluated, assessed, or coached by KFHG; or (b) KFHG's use of Client Materials.

9. Limitations of Liability. NEITHER PARTY WILL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY TYPE, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION, RELATING TO THIS AGREEMENT. KFHG'S MAXIMUM TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT TO KFHG UNDER THIS AGREEMENT. THIS SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF THE PARTY KNOWS THAT THESE DAMAGES MIGHT OCCUR.

10. Assignment. Neither party may sell, assign, or transfer this Agreement, without the other party's written consent, except no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, but the assignment must be limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon KFHG, Client and their respective successors and permitted assigns.

11. Governing Law. This Agreement will in all respects be governed by and construed in accordance with the laws of England & Wales, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. The parties disclaim the applicability of the United Nations' Convention on the International Sale of Goods.

12. Non Waiver. Neither party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. Either party's waiver of any default by either party will not be deemed a continuing waiver, but will apply solely to the instance to which that waiver is directed.

13. Severability; Interpretation. Every provision of this Agreement will be construed, to the extent possible, to be valid and enforceable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.



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14. No Third Party Beneficiary Rights. This Agreement is not intended to be for the benefit of any person other than Client and KFHG. No other person, including any candidates or prospective candidates, will be considered third party beneficiaries of, or otherwise entitled to, any rights or benefits arising in connection with this Agreement.

15. Force Majeure. With the exception of a party's obligation to make payments properly due to the other party, neither party will be considered in default as a result of its delay or failure to perform its obligations under this Agreement when the delay or failure arises out of causes beyond that party's reasonable control. Causes may include acts of God or a public enemy, acts of the state or the government in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party claiming a force majeure event to excuse its performance.

16. Jury Trial Waiver. Each party irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any dispute related to this Agreement.

17. Entire Agreement; Conflicts. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. The parties will not be bound by any representation, promise, or condition not expressly set forth in this Agreement, including any provision contained in any Client purchase order. Client has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement. This Agreement may not be modified or amended except by a writing signed by the party against whom the same is sought to be enforced.

18. Miscellaneous. No provision of this Agreement will be construed against or interpreted to the disadvantage of any party because that party has or is deemed to have drafted the provision. All section headings and captions are for the parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning of this Agreement. When used in this Agreement, "including" means "including without limitation." This Agreement may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together constitute a single instrument. Either party may terminate this Agreement immediately if: (i) a party is in breach, the non-breaching party has provided the breaching party with a written notice and the breaching party has failed to cure the breach within thirty (30) days of its receipt of notice; or (ii) the other party enters into bankruptcy proceedings, becomes insolvent, or there is an appointment of a receiver for the benefit of creditors, or cessation of business. Except as expressly provided in this Agreement, all remedies available to either party for breach of this Agreement or at law or in equity are cumulative and may be exercised concurrently or separately. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive.

**PAYMENT CONDITIONS:**

The Supplier shall issue either (i) the invoice for the total price or (ii) the invoices for the individual items' prices. VAT will be reverse charged.

The stated prices are the most highly admissible and include all costs of the Supplier associated with the performance of the subject-matter of the PO. The Client shall pay the price(s) to the Supplier pursuant to a tax document - invoice (hereinafter as "the invoice") issued by the Supplier until 14 days since the proper delivery of goods. The Client shall not provide any advance payment. 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 parties agree that the day an invoiced amount is debited to Client's account shall be regarded as the day an invoice is paid.

The invoice must contain all the essentials stated for invoices by the relevant act valid in a country of the Supplier's registered office.

Both Client and Supplier hereby agree that the Supplier is entitled to submit electronic invoices (tax documents) via e-mail. Such invoices shall be submitted in PDF format from the Supplier's e-mail address to the following Client's e-mail address: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz). Date of the invoice's delivery to the Client's mailbox shall be deemed to be the day of invoice's delivery to the Client, which shall be also deemed to represent the consent to use electronic invoices.

The Supplier is kindly requested to attach the original tax domicile certificate to the invoice to enable drawing of tax benefits according to a double tax treaty between the Czech Republic and the country of the Supplier's residence.

If Supplier is a VAT payer, then increases the price of VAT, and state such increased price on the invoice.

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The Supplier - a VAT payer undertakes to state on invoices (tax documents) only the account published by the tax administrator in a manner allowing remote access within the meaning of Act No. 235/2004 Coll., on Value Added Tax as amended ("VAT Act"), i.e. in the Register of VAT Payers. In the event that the Supplier fails to state such account on the Invoice (tax document), the Client is entitled, at its sole discretion, to pay the Supplier the price either (i) to the account published by the tax administrator in a manner allowing remote access within the meaning of the VAT Act, or (ii) to the account stated on the Invoice (tax document), where, in both of these cases, the Client is at the same time entitled to proceed in accordance with the following sentence: If the Client proceeds to do so, its contractual obligation to pay the price and the amount of VAT to the Supplier shall cease to exist. The Client is entitled, at its sole discretion, to pay VAT on the taxable supply in accordance herewith on behalf of the Supplier directly to the tax administrator within the meaning of the VAT Act (i.e. to the account of the tax administrator); if the Client proceeds to do so, its contractual obligation to pay the amount of VAT to the Supplier shall cease to exist.

**GUARANTEE:**

The Supplier provides the quality guarantee of the goods as well as the guarantee for the quality of all its parts. The Supplier also guarantees that the goods shall be new, fully functional, eligible for the usage towards the arranged (usual) purpose and that the goods shall maintain the arranged (usual) qualities and it shall be completely without defects. The guarantee period shall start to run since the proper takeover of the goods and takes 24 months.

**SANCTIONS:**

In case of the late Supplier's goods delivery the Client reserves the right to claim the interest on late payment amounting to 0.5 % (in words: half a per cent) from the total price per every commenced day of this delay.

In case of the late Client's payment with the Invoice the Supplier reserves the right to claim the interest on late payment amounting to 0.03 % (in words: three hundredths per cent) from the debt on Invoice not fully paid when due per every commenced day of this delay.

In every single case of the late Supplier's repair of goods (start of the repair or the defect's removal) the Client reserves the right to claim the penalty amounting to 0.5 % (in words: half a per cent) from the net purchase price per every commenced day of this delay.

The maturity of all the penalties is 15 (fifteen) calendar days since the delivery of an Invoice issued for a penalty to another party.

The Supplier is not entitled to set any further penalties against the Client. The rights of the Client and the Supplier for damages beyond the penalties according to relevant provisions of the Civil Code remain unaffected.

**OTHER PROVISIONS:**

The Supplier is not entitled to change or complement the PO's wording in any way - in particular to add further penalties to the PO's wording or to add other provisions, unless it is allowed by these commercial terms. Should the Supplier attach its general commercial terms to the PO, the Supplier would acknowledge and by accepting the offer would agree that any penalties, withdrawal from the PO and other provisions deteriorating the Client's position comparing to these commercial terms or terms stated in the Civil Code, are invalid. In case of the contradiction between the Supplier's general commercial terms added to the PO's wording and commercial terms stated in the PO the latter terms take precedence.

During the performance of the PO's subject-matter the Supplier undertakes not to allow the performance of illegal work defined in the § 5 (letter e) of the Act No. 435/2004 Coll. on Employment, as amended.

The commercial relations between the Client and the Supplier not governed by the PO shall be regulated in accordance with the laws of the Czech Republic, especially the Civil Code.

All disputes, which may arise out of or in connection with the PO, shall be primarily settled in friendly understanding and negotiations. However if such friendly settlement cannot be arrived within a reasonable time after the occurrence of the dispute, both Client and the Supplier agree that, according to § 89a of the Act No. 99/1983 Coll., The Civil Procedure Code, the Prague 4 District Court, respectively the Prague Municipal court shall be the court having local jurisdiction. For preventing any potential questions, both Client and the Supplier agree that said disputes shall be referred to the exclusive jurisdiction of the Czech courts.

The Supplier, as an assignor, is obliged not to transfer its rights and obligations arising from the PO or its part to a third person.

Should any information in this Agreement be highlighted in yellow, the parties mutually agree that such information shall be redacted (blackened out) pursuant to the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws - hereinafter as the "Act on Registration of Agreements"). Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. Only the Client shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 30 days commencing upon its execution. Provided that the Client does not make this Agreement public within this time period, either Party shall be authorized to make this Agreement public pursuant to the Act on Registration of Agreements.

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.

**Purchase Order (PO)**

Purchase Order Number/Date:

4500880921 / 20.03.2019

Contact person/Telephone/Mobile phone:



Supplier:

Registered Office:  
Korn Ferry s.r.o.  
Hvězdova 1716/2b  
140 00 Praha 4

Total net item value CZK 400.000,00

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

Date 22.3.2019

Date 22.03.2019

Czech Television \_\_\_\_\_  
Ing. David Břinčl

The Supplier \_\_\_\_\_  
Korn Ferry s.r.o.