



4500782811

Purchase Order

Order No./Date:

4500782811 / 24.03.2017

Contact person/Telephone/Mobile:

Supplier:

SA ATLANTIC MEDIA

AMP VISUAL TV

7 Allée Titouan Lamazou

ALL TITOUAN LAMAZOU

85340 OLLONNE-SUR-MER

FRANCE

ID No.:

VAT ID No.: FR25335310348

Registration in public reg./other DB: CS60010 Olonne sur Mer

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

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

Bank account: CZ60 0800 0000 0000 0169 8682

ID No.: 00027383 VAT ID No.: CZ00027383

SWIFT (BIC) Code: GIBACZPX

Supplier's No. in Client's database: 203620

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: EUR

Entry	Goods/Services Ordered amount	Unit	Title/Specification Price per unit	Date/Period of supply	No. of programme/project Price of entry excl. VAT
1		1	Programme		25.750,00

The total price is a sum of the prices of the above supplies (entries) and excl. VAT amounts to: **25.750,00**

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 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.

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 Supplier shall deliver the invoice to the Client within 3 business days of providing supplies.

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

It is agreed that if the Supplier makes use of the option of sending the Client an invoice by e-mail, it shall send it in "PDF" format from its e-mail address to Client's 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 address, which is also 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 the sending of corrected

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FRANCE

Total net item value EUR **25.750,00**

Invoices.

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 warrants 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.

Should any information in this Contract 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 Contract public pursuant to the Act on Registration of Agreements within the time period of 80 days commencing upon its execution. Provided that the Client does not make this Contract public within this time period, either Party shall be authorized to make this Contract public pursuant to the Act on Registration of Agreements.

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

Czech Television

Supplier

Name:

Name:

Position:

Position:

Place: Praha

Place:

Date:

Date:

28.3.2017

28/03/17

SA ATLANTIC MEDIA
85340 OLONNE-SUR-MER
FRANCE

Head of RF department

Gennevilliers, France