

Purchase Order

Purchase Order (PO) number/Date:

4500794620 / 12.06.2017

Contact person/Telephone/Mobile phone:

Supplier:

Registered Office:

Ftrack AB

c/o SUP46

REGERINGSGATAN 65 3TR

SE-111 56 STOCKHOLM

SWEDEN

VAT ID No.: SE556881376901

Client:

Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, CR Thereinafter referred to as "The Supplier"

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

Not registered in the Czech Commercial Register

Represented by:

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

Thereinafter referred to as "The Client"

The Supplier's No. in the Client's system: 204556

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 15.06.2017 at the latest.

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: _____ Currency: USD

Item	Service	Unit	Specification	The Program No./Title
	The Ordered Amount		The Unit Price	The item price
1	900124 (8.6.2017-8.6.2018)		sw FTRACK - for 25 users	
	25	Service	228,00	5.700,00

The total price composed of the single items' sum is:

5.700,00

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

PAYMENT CONDITIONS:

The stated prices are the most highly admissible and include all costs of the Supplier associated with the provision of the services stated in the PO.

Client with its seat within EU is obliged to issue an invoice with valid VAT number.

Total payable is subject to the taxation according to Agreement for the avoidance of double taxation between Czech republic and the country of registered offices of the supplier.

Supplier is obliged to deliver original tax domicile certificate. The Supplier certifies that the tax domicile is Sweden.

The Client shall pay the price to the Supplier pursuant to a tax document - invoice (thereinafter as "the invoice") issued by the Supplier until 14 days since the provision of the performance and delivered to the Client's address stated in the header of the PO.

The maturity of the invoice is 30 days from its delivery to the Client. Should the invoice shall not contain the stated essentials or it shall contain incorrect or incomplete data, the Client would be entitled to return the invoice to the Supplier to be corrected or completed - also repeatedly. In that case, the running of the invoice's maturity date shall be interrupted and it shall be counted again from the moment of a corrected or completed invoice's delivery to the Client.

Both Client and Supplier hereby agree that the Supplier is entitled to submit electronic invoices (tax documents) by 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.

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.

GUARANTEE:

The Supplier provides the quality guarantee of the provided performance as well as the guarantee for the quality of all its parts. The length of the guarantee period is set to 24 months since the services' performance.

The Supplier affirms and guarantees that the Client is entitled to use software (SW) which creates the part of the performance in the way and extent necessary for the usual usage of this SW and a fee for this entitlement is included in the price of the performance.

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Total net item value USD 5.700,00

In purpose to exclude any potential doubts, the Supplier hereby affirms that by the usage of the provided performance the Client shall not breach entitled interests of holders and executors of copyrights and related right pursuant to the Act No. 121/2000 Coll. on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws (Copyright Act), as amended. Should entitled claims of third persons be raised against the Client, the Supplier would be entitled to settle these claims and to reimburse all the actual incurred expenses connected with the assertion of the claims.

SANCTIONS:

In case of the late Supplier's provision of services 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.

The maturity of all contractual penalties is 15 (fifteen) calendar days since the delivery of an invoice issued for a contractual penalty to another contractual 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 contractual 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 contractual 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 contractual 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. 99/1963 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.

Should any information in this Order 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 Order public within this time period, either Party shall be authorized to make this Order public pursuant to the Act on Registration of Agreements.

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.

The offer's acceptance (the PO's confirmation) with postscript or deviation is excluded.

The following attachments create the undivided part of the PO:

Date

14.6.2017

Date

Czech Television

The Supplier

Rosenlundsgatan 36
S-118 53 Stockholm, Sweden