

**SMLOUVA NA POSKYTNUTÍ TV PRÁV
ŠPANĚLSKÝ BASKETBAL 2025/2026**

POSKYTOVATEL:

Pragosport, a.s.

Na Ořechovce 579/6, 162 00 Praha 6

IČ: 18628010

DIČ: CZ18628010

Česká republika

zapsaná v obchodním rejstříku u Městského soudu
v Praze, oddíl B., vložka 755

bankovní spojení: KB 27-1554150267/0100

zastoupená: Jaroslav Vacek, členem představenstva

NABYVATEL:

Česká televizezřízená na základě zákona č. 483/1991 Sb., o České
televizi

nezapisuje se do obchodního rejstříku

se sídlem Kavčí Hory

140 07 Praha 4

Česká republika

IČ: 00027383

DIČ: CZ00027383

bankovní spojení:

Česká spořitelna, a.s., č.ú. 1698682/0800

zastoupená: Jiří Ponikelský, ředitel divize Sport

TITUL (AKCE):

1/ španělská basketbalová liga Liga Endesa 2025/26**2/ Copa del Rey + Super Copa 2025/26****3/ sestřihové pořady** specifikované v Příloze č.1

POSKYTOVANÁ PRÁVA:

poskytovatel poskytuje nabyvateli touto smlouvou televizní práva kvýše popsanému titulu, to je přístup kTV signálu v místě konání akce pro živé vysílání nebo vysílání ze záznamu na programech České televize šířených terestricky, kabelově a satelitně, IPTV, HbbTV a dále na webových stránkách ČT a v internetových aplikacích, které jsou tzv. geo-blokované.

Detailní rozsah práv je uveden v Příloze č. 1.

Práva na odvysílání titulů jsou poskytována pro přenosy jednotlivých zápasů pro dané území a jazyk.

Všechna ostatní práva, která nejsou výslovně popsána výše v prvním odstavci článku nazvaného „POSKYTOVANÁ PRÁVA“ resp. v následující příloze, zůstávají zcela v dispozici poskytovatele.

ÚZEMÍ: Česká republika

JAZYK: čeština

ČAS, NA KTERÝ JSOU PRÁVA POSKYTOVÁNA: práva jsou poskytována ode dne konání prvního zápasu dané sezóny. Délka období, na něž jsou práva poskytována, je specifikována v příloze č. 1.

CENA ZA POSKYTNUTÍ PRÁV: je [REDAKCE] - EUR (slovy [REDAKCE] bez DPH

PLATBA: v EUR na základě faktury/daňového dokladu vystaveného Poskytovatelem s následujícími splatnostmi a DUZP:

Částka	Splatnost	DUZP
[REDAKCE] - Euro bez DPH	k 1.11.2025	1.10.2025
[REDAKCE] - Euro bez DPH	k 1.2.2026	2.1.2026

Veškeré částky budou uhrazeny v EUR. Pro přepočítání bude použit pevný kurz Pragosportu (kurz ČNB platný k 31.12. roku předcházejícího jednotlivé fakturaci).

Veškeré platby dle této Smlouvy budou činěny výlučně bezhotovostním převodem na bankovní účet uvedený v záhlaví této Smlouvy. Jakákoli platba dle této Smlouvy se považuje za uhrazenou připsáním celé příslušné částky na bankovní účet. Sjedná se, že využije-li poskytovatel možnosti zaslat fakturu elektronickou poštou, je povinen ji zaslat v PDF formátu ze své e-mailové adresy na e-mailovou adresu nabyvatele [REDAKCE]@eskatelevize.cz. Za den doručení faktury nabyvateli se považuje den doručení na e-mailovou adresu nabyvatele, což je zároveň považováno za souhlas s využitím této formy komunikace. Stejný způsob elektronického doručení se použije i v případě, nebude-li faktura obsahovat stanovené náležitosti nebo v ní nebudou správně uvedeny údaje, a také v případě zaslání opravných faktur.

V případě, že je poskytovatel plátcem DPH, musí faktura, kterou vystaví, splňovat náležitosti daňového dokladu (dále jen „faktura“) podle zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů (dále jen „zákon o DPH“). V případech, kdy může nabyvateli vzniknout ručení za nezaplacenou DPH ve smyslu zákona o DPH, je nabyvatel bez dalšího oprávněn odvést za poskytovatele DPH z fakturované ceny plnění přímo příslušnému správci daně ve smyslu zákona o DPH (tj. na účet správce daně). Tímto postupem zanikne nabyvateli jeho smluvní závazek zaplatit poskytovateli částku odpovídající DPH. O takové úhradě bude nabyvatel informovat poskytovatele bez zbytečného odkladu, nejpozději do dvou pracovních dnů od jejího provedení.

Smluvní strany se dohodly, že informace, které jsou v této smlouvě označeny žlutou barvou, se považují za důvěrné (např. z důvodu obchodního tajemství) a žádná ze smluvních stran není bez předchozího písemného souhlasu druhé smluvní strany oprávněna tyto informace sdělovat třetím osobám, a to ani po ukončení plnění této smlouvy či ukončení této smlouvy, s výjimkou informací: (i) které nabyvatel sám v obvyklém rozsahu sděluje třetím osobám v souvislosti s přípravou, výrobou, distribucí a/nebo propagací svého programového obsahu, k němuž se vztahuje tato smlouva, a/nebo v souvislosti se svou propagací; (ii) které smluvní strana poskytne nebo uveřejní na základě právního

předpisu; a (iii) které smluvní strana poskytne svým odborným poradcům a/nebo jiným spolupracovníkům vázaným zákonnou a/nebo smluvní povinností mlčenlivosti. Tato smlouva bude nabyvatelem uveřejněna postupem podle zákona s tím, že informace označené žlutou barvou budou znečitelněny.

Technické náklady: satelitní náklady jsou zahrnuty v ceně poskytovaných práv. Jakékoliv další náklady (např. na komentátorské pozice, unilaterál) si bude nabyvatel hradit nad rámec této smlouvy.

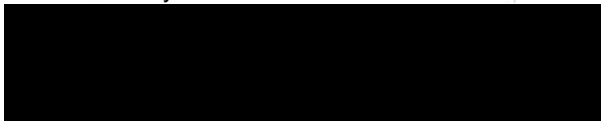
Nedílnou součástí této smlouvy je příloha č.1 - Rozsah práv.

Tato smlouva je vyhotovena ve 2 písemných vyhotoveních, z nichž jedno obdrží ČT, jedno Poskytovatel. Případné ujednání stran o změně této smlouvy vyžaduje písemnou formu.

Platnost a účinnost této smlouvy nastává dnem podpisu v pořadí druhou smluvní stranou.

V Praze dne*YZZ ZZ*.....

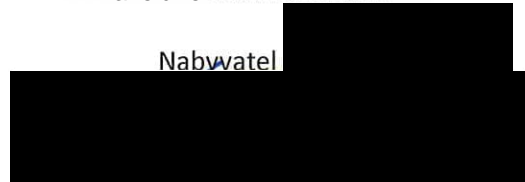
Poskytovatel



Pragosport, a.s.
Jaroslav Vacek
člen představenstva

V Praze dne*16. 1. 2016*.....

Nabyvatel



Česká televize
Jiří Ponikelský
ředitel divize Sport

Příloha č. 1 - Rozsah práv

PARTICULAR CONDITIONS

- (A) PROGRAMS:**
1. All games of ACB Competitions produced by or on behalf of ACB and/or their respective designees, per season 2025-26 (each a "Season") which shall include all the official competitions (currently Liga Endesa, Copa del Rey and Supercopa) for each Season of the Term.
 2. All post-game highlights video per as might be produced by or on behalf of Licensor during the Term.
 3. One (1) official ACB magazine program per week with competitions and per each Season during the Term, provided that such programs are produced by Licensor, and/or their respective designees.
- (B) TERRITORY:** Czech Republic ("**Territory**").
- Licensee shall ensure that the transmission of the Programs is securely encrypted and geoblocked, and effective digital rights management system is always implemented to prevent such transmissions from being intelligibly received outside the Territory.
- (C) LANGUAGE:** Czech ("**Language**").
- (D) MEDIA RIGHTS:** Without prejudice to Reserved Rights below, the Licensor grants to Licensee in the terms agreed in the Agreement the unlimited and irrevocable right to telecast, exhibit and otherwise use and exploit the Programs, in whole or in part, with unlimited replay and highlight rights, in and throughout the Territory for the entire Term on a live and/or delayed basis, linear and/or non-linear transmission, in the Language by any and all audio-visual transmission media technologies or means ("**Media Rights**").
- The Rights for the Game are granted exclusively, the Rights for highlights and ACB magazine non-exclusively.
- (E) BROADCAST OBLIGATION:** Licensee will use best efforts to broadcast on a live or near-live (within twenty-four (24) hours of the conclusion of the Event) basis a minimum of one (1) game per week during regular season and playoffs and commits to broadcast all games during semifinals and finals, plus the Copa del Rey & Supercopa finals across the Territory.
- If Licensee ceases broadcasting permanently (which shall be considered when five consecutive rounds are accumulated without any broadcast), the Licensor will have the power to terminate the Contract. In case this cancellation occurred, Licensor will be entitled to be paid proportionally up to the moment

of said incidence based on the total price of the current season, and under the same principle, must return to the Licensee any payment in excess of this amount that would have been advanced.

(F) RESERVED AND SPECIAL RIGHTS:



(G) TERM.: From the first day of the 2025-26 ACB Season, until last official day of the 2025-26 ACB Season, ("Term").

(H) TECHNICAL COSTS: All costs and operational expenses concerning the ACB Programs broadcast in the Territory (the "Technical Costs") other than the streaming delivery or the satellite signal delivery from Europe (e.g. downlink/signal reception costs, FTP file transfer, signal transfer to tapes, tape materials, down-conversion of the HD feed into SD feed, additional play-outs, feed customization, highlights editing, or similar) are not included in the License Fees and shall be at Licensee's charge who will pay it by wire transfer to the bank account indicated in Licensor's invoices.

(I) PROGRAM DELIVERY: All the games will be available by streaming (currently with RTMP, RST and HLS protocols). Additionally, a minimum of two games per round (or one when a round has a unique game) will be available by satellite delivery on a satellite visible in Europe. However, Licensor shall be entitled to change the delivery point and method if is previously agreed with the Licensee

The Licensee is responsible for the proper execution of the obligations assumed in the Agreement, respecting the rights of intellectual property, industrial and registered trademark of ACB, using the brands, images, logos and / or products of ACB with the sole purpose of complying with obligations provided in the Agreement.

It is absolutely forbidden to use the brands, images, logos and / or products owned by ACB and/or ACEB for purposes or in a different manner from is stipulated in the Agreement, as well as to grant its use to third Parties without the express written authorization of ACEB.

It is also absolutely prohibited any use of the brands, images, logos and / or products owned by ACB clubs, since these are their rightful owners and the Agreement does not include its assignment.

The use of intellectual, industrial and trademark rights in a different manner as is established in the Agreement will be cause for early termination thereof, without prejudice to the legal actions of the injured party in defense of its rights, in accordance with the applicable legislation.

7. Data Property. It is also absolutely prohibited any use of the Live Streams to collect any data or statistics relating to the Competitions for their use in connection with betting industry, as well as authorizing or permitting any third party to do the same.
8. Disclaimer. Each party shall hold the other party and its affiliates, and each entities' directors, officers, employees and agents harmless from and against all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any breach of its obligations, warranties or representations hereunder the Agreement.
9. Assignment. Neither Party may assign, transfer and/or subrogate either fully or partially, or in any other way, the rights and obligations deriving from this agreement to any third party without the prior, express, written consent of the other Party.
10. Suspension. (i) If any payment is not made by Licensee within fifteen (15) days from the due payment dates under the Agreement or (ii) if Licensor or the right holder determine(s) that Licensee's transmissions would or might infringe upon the rights of third Parties, violate applicable laws or resolution of a court of law or other ruling of any governmental authority, or subject Licensor or right holder to liability, Licensor shall have the right to suspend delivery of the Programs under the Agreement without prejudice to the right to terminate the Agreement according to the termination Clause or to any further remedy available to Licensor.
11. Early Termination Events. The Agreement may be terminated by either party upon written notice to the other party, without prejudice to its other rights and remedies hereunder, if the other party has made: (i) a breach of any of the terms and conditions of the Agreement, which is incapable of remedy or, if capable of remedy, is not remedied within fifteen (15) days of receipt of written notice from the other party specifying the breach and the steps required to remedy the same; and/or (ii) any act of bankruptcy or entering into any arrangement or compromise with its creditors or it has been necessary to apply any laws relating to bankruptcy or insolvency (involuntary or otherwise).
12. Early Termination Effects. In the event of this Agreement being howsoever terminated, all rights granted to Licensee hereunder shall revert immediately to Licensor and may be granted by Licensor to third parties. In such event, Licensee shall also perform (or procure the performance of) all further acts and duties to deliver (or procure the execution and delivery of) any further documents as may be required by Licensor in order to give effect to or conduct any sale, assignment, license or novation of

The feed will be produced and delivered to Licensee in High Definition (HD).

(J) PROGRAM FORMÁT: Each Program shall feature a full-length game formatted to include a 1st half, halftime, 2nd half and all overtime.

GENERAL CONDITIONS

1. Information and Reporting Obligation. Licensee agrees to provide to Licensor within 72 hours, upon request, and, in any case, by the end of each Season during the Term, the following Information: (a) specification of all Programs actually broadcast by Licensee; (b) details of all such broadcasts (name of channels, broadcast platforms, scheduling dates and times, kind of broadcast such as free or pay, live or delayed); and (c) other Information such as audience/ viewership figures, for the Programs, viewer share market penetration (in % and in number of individuals subscribers for the Programs), usage statistics and other data and Information as Licensor may reasonably request for the Programs, as is relied upon in the ordinary course of business.
2. Games and Competitions. Licensee acknowledges and accepts ACEB is the worldwide legitimate owner of ACB Competitions' broadcasting rights, thus ACEB is the only responsible for the schedule of both ACB games and ACB Competitions at its own discretion (e.g. the fixture, list, dates and kick-off times, team's number, competition system as well as matches selection and scheduling) and shall retain full control over the format and features of ACB Games, Events and Competitions, including all sponsorship, advertising and promotion in relation therewith. Accordingly, timeslots set out in this agreement (if any) are indicative only.
3. Programs Modifications. Licensee shall be entitled to edit, add to and delete content from the Programs, with the sole purpose of (a) adding voice-overs, graphics and subtitles in the Language; (b) as required by local laws and regulations; (c) as needed for censorship purposes; and (d) insert commercial breaks and local advertising; provided always that any alteration or modification does not alter the content so substantially as to be detrimental to the Programs.
4. Advertising. Licensee shall have the right to exploit advertising in the Territory, making TV advertising before, during (in accordance with the abovementioned clause, it could exclusively happen in the quarters-time and in the half-time commercial breaks) and after the transmission of the Programs in accordance with the standard practices of the industry and subject to applicable local laws and regulations, provided that no advertisement may involve the commercial exploitation of the image of players, coaches or directors of clubs participating in the competition.
5. Ownership. Subject to the rights granted to Licensee herein and unless indicated otherwise herein, Licensor shall be, for all purposes, the owner of all rights in and to the Programs, and all elements thereof, and shall have the undivided right, title and interest therein, including, without limitation, all copyrights thereto. Licensee shall retain in its entirety, and Licensor hereby disclaims in its entirety, all rights in and to all revenues and profits derived directly and/or indirectly from the exploitation of the Programs consistent with the concrete rights granted herein during the Term of the Agreement.
6. Intellectual and Industrial Property. Licensee acknowledges ACB and/or ACEB are the owners of the intellectual, industrial and trademark property rights over the ACB Competitions, whatever the commercial name they may have at any time.

These rights have full legal protection by being registered in the corresponding Intellectual Property and Marks Offices in the name of ACB and/or ACEB.

the rights. In addition, in the event of this Agreement being terminated by Licensor due to Licensee's default or insolvency, without prejudice for any other damage Licensor may claim, Licensor shall have the right to recover any and all monies that would be payable by Licensee on the basis of this Agreement, less the amounts (if any) received by Licensor from any third party to which Licensor would grant a license to the programs hereof after termination.

13. Representations and Warranties. Each party unconditionally represents and warrants to the other party that: (i) they have full authority and capacity to sign and execute the Agreement and to perform all their respective obligations, except for those expressly stated in the Agreement in opposite sense; (ii) they will not enter into any agreement inconsistent with the terms of the Agreement; (iii) they will comply with all applicable laws and regulations with respect to the performance of its obligations under the Agreement; and that (iv) they will do nothing to interfere with or impair the other party's rights.

Licensor represents and warrants that: (i) it has acquired all necessary licenses, clearances, releases or permissions with respect to the Programs and Licensee's exhibition thereof; (ii) any exercise by Licensee of the rights contained in the Agreement will not infringe or violate the rights of any person and/or entity, including, without limitation, any rights of copyright or trademarks or any other rights whatsoever; (iii) it has paid any and all necessary fees required in connection with the Programs; and (iv) there are no actions, suits or proceedings pending or, to the best Licensor's knowledge, threatened against Licensor before any court, tribunal or governmental body, agency or authority which may adversely affect Licensor's ability to perform its obligations hereunder.

Licensee warrants and undertakes to comply with the terms and conditions set out in the Agreement which: (i) it holds and shall hold all necessary national licenses, authorizations and permissions to operate directly or through its subsidiary, affiliated companies or third companies throughout the License Period and throughout the Territory; (ii) undertake to broadcast the ACB Games live or non-live and more generally to broadcast all ACB Programs made available by Licensor throughout the Territory; (iii) accepts and understands that any additional elements possibly inserted to edit, augment or otherwise adapt the ACB Programs in conformity and within the limits set out under the Particular and General Conditions shall not infringe or result in conflict with any applicable law, provision or regulation, including without limitation local applicable laws and regulations relating to the television coverage of sport designated events of major importance to public audience; (iv) will be responsible for obtaining the licenses, consents and permissions necessary for inserting any such additional elements, and shall be solely responsible for any payments due to third Parties regarding such additional elements; (v) while exercising the rights hereunder commits to not jeopardize any broadcast made by third Parties in the Territory as a result of the exploitation or the assignment made by ACB or basketball clubs to any such third Parties on the basis of the Reserved Rights; and (vi) pledges to do nothing to interfere with or impair ACB's rights hereunder.

14. Agreement modification. Any variation, amendment or novation of this Agreement will not be valid, nor applicable, unless it is set out in writing and signed by both parties, stating their express and irrevocable consent to be bound in other different terms from those set out in the Agreement.

In this regard, the Parties may, by mutual agreement, subscribe as many extensions of this Agreement as they deem appropriate, being able to agree through them the extension of the term of the conditions in this Agreement, or its modification, within the terms both Parties wish to, as long as they reflect the new agreement in writing, and signed.

15. Severance. This Agreement and any document mentioned therein constitutes the entire Agreement between the parties and supersedes all previous discussions, correspondence, negotiations, agreements, understandings and agreements between them.

If any provision of this Agreement is found by jurisdiction to be invalid, illegal or unenforceable, the validity and enforceability of the other provisions of this agreement shall not be affected.

If a provision of this Agreement is found illegal, invalid or unenforceable, the provision shall be replaced and reinstated by other responding to the spirit and purpose of the replaced one/s, in accordance with the law and/or the enforceable regulations.

16. Confidentiality. Each party undertakes to the other that it will not at any time hereafter use, divulge or communicate to any person, except to its professional advisors or as may be required by law or any legal authority or regulatory body, any Confidential Information concerning the business or affairs of the other party, or of any Affiliate of the other party, which may have or may in the future come to its knowledge, and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any such Confidential Information concerning such matters.

17. Compliance with Laws. Both Parties shall not (directly or indirectly) pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; any sub-contractor or supplier or any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation.