

## PRICING SCHEDULE

**Subscriber:** Česká Národní Banka  
**Address:** Na Pøfkopi 28, Praha, 115 03  
**Billing Email Address:** marek.sestak@cnb.cz  
**Sales Representative:** Darya Sorokina  
**Internal Contract Number of the Master Subscription Agreement:** 00006674.0  
**Effective Date of the Master Subscription Agreement:** January 01, 2011

**Internal Contract Number of this Pricing Schedule:** 01000844.0  
**Commencement Date of this Pricing Schedule:** January 01, 2021  
**Initial Term of this Pricing Schedule:** January 01, 2021 through December 31, 2021

Notwithstanding anything to the contrary in the Agreement or the Attachment, this Pricing Schedule shall not automatically renew and, along with Subscriber's access to the Services subscribed to hereunder, shall terminate upon the expiration of the Initial Term.

### 1. CONTRACT DESCRIPTION FOR SERVICE: RatingsDirect

Authorized Unit/License Type: Authorized Department(s)  
Description of Authorized Sites/Depts: Risk Management and Transactions Support Department  
Delivery Method: S&P Website

Commencement Date of Services Attachment: January 01, 2018  
Internal Contract # of Services Attachment: 00838923.0  
Services Attachment Name: Desktop Services Attachment

**Fees: Year 1: EUR 22,640.00**  
**Plus any applicable sales tax, VAT, GST, or similar tax.**

### Additional Terms and Conditions:

1. Notwithstanding anything herein to the contrary, if, during the term of this Pricing Schedule, Subscriber, directly or indirectly, (i) acquires substantially all of the stock or assets of another S&P client, (ii) has substantially all of its stock or assets acquired by another S&P client, or (iii) merges with another S&P client, S&P reserves the right to revise the annual fees payable hereunder by the most recent subscription price payable for the Services by such other S&P client.

For purposes of this section, an entity shall be considered "(an)other S&P client" if: (i) it has been a subscriber to any of the Services provided hereunder, at any time after the announcement and prior to the closing of an acquisition or merger; or (ii) it is an existing subscriber to any of the Services.

Where such other S&P client is an existing subscriber to any of the Services, the licenses for such service(s) (and the fees associated therewith) shall remain in effect until the earlier of the expiration date of such other S&P client license or the expiration date of this Pricing Schedule, whereupon the above stated price adjustment will take place, and such other S&P client shall be included in this Pricing Schedule with the associated usage rights. By way of clarity, the foregoing is not intended to limit or restrict either Party's termination rights set forth in the Agreement or Attachment.

For the avoidance of doubt, any fee revision subject to this Section 1 shall not be deemed an increase in fees and charges for the Services pursuant to the Agreement.

2. S&P may provide Subscriber with additional content/products during a then-current term. Subscriber's access and use of any such additional content/products shall be subject to the terms of this Pricing Schedule, the Attachment and the Agreement. With respect to Services provided via feed/API delivery: (a) such access may be a result of changing delivery methods; (b) if at the end of the then-current term, Subscriber does not subscribe to the additional content/products for the renewal term, Subscriber shall (i) cease all use of the additional content/products provided; and (ii) expunge such additional content/products and any portion or copies thereof from all of Subscriber's electronic systems. Subscriber shall certify to S&P in writing that it has fully complied with the foregoing expungement requirement.

3. Portions of the Services may contain content from a Third-party Provider. Accordingly, Subscriber agrees that its access and use of a Third-party Provider's content are subject to such Third-party Provider's additional terms and conditions as set forth on <https://www.spglobal.com/marketintelligence/en/documents/third-party-provider-additional-terms-and-conditions.pdf>, which are incorporated into this Pricing Schedule and made a part hereof.

4. S&P's provision of the Services and Subscriber's access and use of Services are subject to the provisions of the S&P Data Protection Appendix as set forth on <https://www.spglobal.com/marketintelligence/en/documents/Data-Protection-Appendix.pdf>, which are incorporated into this Pricing Schedule and made a part hereof.

**Special Instructions:**

- S&P shall bill the above referenced fees on a(n) annual basis in advance.
- This Pricing Schedule terminates and replaces the following agreement(s) executed between the parties: January 1, 2020 Pricing Schedule (S&P Internal Contract Number 00970072.0).

**Notices.** All notices and other communications under this Pricing Schedule shall be in writing and shall be deemed to have been duly delivered if addressed as follows and is (a) delivered by hand or sent by reputable courier service or registered or certified mail, return receipt requested or (b) sent by e-mail with confirmation of transmission by the transmitting equipment:

If to S&P: S&P Global Market Intelligence, 55 Water Street, New York, NY 10041 Attn: Product Management, with a copy to Legal Department (E-mail: [SPGMI\\_LegalNotices@spglobal.com](mailto:SPGMI_LegalNotices@spglobal.com)).

If to Subscriber: Na Pøikopi 28, Praha, 115 03 Attn: Marek Sestak [marek.sestak@cnb.cz](mailto:marek.sestak@cnb.cz)

**Fees:** Notwithstanding anything to the contrary, the following process shall control for fee increases: Notice of fee increases may be in the form of an invoice or other notification sent via email or regular mail.

**Electronic Agreement "Opt Out":**  Unless any party hereto opts out by checking this box (therefore requiring the original Pricing Schedule be maintained in paper form) the parties agree that the electronic copy of this Pricing Schedule (including the applicable Attachment(s) associated herewith) retained by S&P shall be the "original", written, complete and exclusive statement of this Pricing Schedule (including the applicable Attachment(s) associated herewith). This section shall survive termination of the Pricing Schedule.

Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement or the Attachment. This Pricing Schedule supersedes all previous Pricing Schedules/agreements between the parties with respect to its subject matter. In the event of any conflict between the terms of this Pricing Schedule and those of the Attachment or the Agreement, the terms of this Pricing Schedule shall control with respect to this Pricing Schedule only.

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**S&P Global**  
Market Intelligence

The signatures below are evidence of each party's (including any Affiliates licensed hereunder) agreement to be bound by the terms and conditions of this Pricing Schedule together with those of the Attachment and the Agreement, the terms and conditions of which are incorporated herein by reference as if set forth at length. Where Subscriber is not a party to the Attachment or the Agreement, Subscriber expressly acknowledges and agrees that, by entering into this Pricing Schedule, it shall be bound by, and shall comply in all respects with, the terms and conditions contained in such documents. To the extent Affiliates are licensed hereunder, the Subscriber signing below shall ensure compliance with, and will be liable to S&P in the event of any breach of, the terms hereof by any Affiliates licensed hereunder to the same extent as if such breach were committed by such Subscriber.

Each of the undersigned acknowledges that he/she is authorized to execute this Pricing Schedule on behalf of the respective parties. The parties agree that execution of this document via an electronic signature process shall constitute valid execution hereof.

**ACCEPTED AND AGREED TO BY:**  
Ceská Národní Banka

Signature: [Redacted]  
Date: [Redacted]  
Name: Jan Schmidt / Zdeněk Vrius  
Title: Executive Director / Executive Director  
Email: [Redacted]  
12<sup>v</sup>-11-2020

**S&P Global Market Intelligence LLC**

Signature: [Redacted]  
Date: [Redacted]  
Name: OCT 27 2020  
Title: Christopher Loyd  
Authorized Signer

