



**SUBSCRIPTION AND LICENSE AGREEMENT – ORDER SCHEDULE**

This Order Schedule, entered into by and between Fitch Solutions Limited, a private company incorporated in England and Wales with limited liability (registered number 07984075) whose registered office is at 30 North Colonnade, London, E14 5GN United Kingdom, and includes any successor entity (“Fitch Solutions”) and Czech National Bank (the “Subscriber”), shall become effective upon execution by the parties hereto, and shall be governed by the terms and conditions of the Subscription and License Agreement entered into between Fitch Solutions and Subscriber with an effective date of 1 January 2014 (the “Agreement”). This Order Schedule supersedes the previous Order Schedule[s] entered into by the parties under the Agreement, dated as of 1 January 2020.

**A. Products:**

Year 1	Product(s)	Delivery Method	Designated User(s)
Year 1 (1 January 2021 - 31 December 2021)	Banks: Non-U.S. & Sovereigns: Developed Markets	Fitch Connect Web	3
Year 1 (1 January 2021 - 31 December 2021)	Global Non-Bank Finance	Fitch Connect Web	3
Year 1 (1 January 2021 - 31 December 2021)	U.S. Banks	Fitch Connect Web	3
Year 1 (1 January 2021 - 31 December 2021)	Fitch Connect News - Banks	Fitch Connect Web	3

Product Summary	Subscription Fee
Year 1 (01 January 2021 - 31 December 2021)	€49,765.00

**Total Subscription Fees\***

**€49,765.00**

*\*Subscription Fees are exclusive of VAT or local sales tax or any other applicable taxes*

Subscription Term			
Commencement Date	1 January 2021	End Date	31 December 2021

Additional Information:

General Notes:

Prorated Value:



**B. Subscriber Contact and Billing:**

Primary Subscriber Contact					
Company	Czech National Bank				
Name	Aneliya Kovacheva				
Title		Department	Purchasing		
Street	Na Prikope 28				
City	Prague 1	Country	Czech Republic	Zip/Post Code	CZ-115 03
Email Address	aneliya.kovacheva@cnb.cz				
Telephone	42 (0)22 441 2099	Fax	42 (0)22 441 2312		

Billing Address (if different from above)					
Company					
Name					
Title		Department			
Street					
City		Country		Zip/Post Code	
Email Address					
Telephone		Fax			

Company VAT Number (if applicable): CZ48136450

Additional Billing Instructions:

Tax Information:

**C. License Details:**

**Order Schedule (License) Scope and Restrictions:**

**Fitch Connect Desktop and Excel Add In (if applicable)**

**Location(s):** Prague, Czech Republic

**Department(s):** Risk Management Department

**Designated User(s):** The Subscriber is entitled to the number of Designated User(s), described in Section A: Products, during the Subscription Term. A Designated User is defined as a person, employed by the Subscriber. Divisions, departments, groups, standalone PCs, networks, etc. are not defined as Designated Users. The Subscriber shall provide the name and email address for each Designated User to Fitch Solutions. The Subscriber may substitute Designated Users from time to time by providing written notice to Fitch Solutions of the new user's name and e-mail address; provided that, no more than the number(s) of Designated User(s) set forth above are entitled to use the Subscription. The e-mail address is used in conjunction with the Designated User's username and password to enable a Designated User to gain access to the service. The username and password created by the Designated User, as well as the e-mail





address provided to Fitch Solutions for such Designated User, may only be used by that Designated User and may not be shared with any other employees of the Subscriber or otherwise.

The following practices, inter alia, by the Subscriber, the Designated Users or the Subscriber's employees are deemed to be a misappropriation of Fitch Solutions' intellectual property and a material breach of the Agreement: (1) the sharing of designated usernames, passwords and/or email addresses; (2) the designation of one Designated User in a division, department, group, etc., who accesses the service for other employees in said division, department, group, etc., so that Fitch Solutions does not receive a Designated User fee for each such additional employee accessing the service; and (3) the designation of one user on a standalone PC, whereby employees with access to this standalone PC may access any of the Products, so that Fitch Solutions does not receive a Designated User fee for each such employee accessing the service. The Subscriber shall take all reasonable steps to ensure that only Designated Users access the service.

**Australia:** If any entity based in Australia requires an invoice, such Australian entity shall enter into an Order Schedule with Fitch Australia Pty Ltd.

**China:** If any entity based in China subscribes for credit related products or requires an invoice, such Chinese entity shall enter into an Order Schedule with Fitch Solutions Asia Pte. Ltd.

The Subscription Term shall run from the Commencement Date to the End Date stated above or as otherwise indicated in the Agreement.

By signature of its authorized representatives below the Subscriber accepts the terms of the Agreement, this Order Schedule, the UOSS (if relevant) and Attachment A (if relevant) appended onto this Order Schedule.

**Accepted:**

**Czech National Bank**

By: [Redacted]  
(authorized signature)

Name: Jan Schmidt

Title: Executive Director

Date:

[Redacted]  
Zdeněk Vírns

[Redacted]  
Executive Director

**Fitch Solutions Limited**

By: [Redacted]  
(authorized signature)

Name: Catherine Downhill

Title: Head of Commercial Policy

Date: 03/12/2020

**CNB** ČESKÁ NÁRODNÍ BANKA  
Na Příkopě 28, 115 03 Praha 48

**Please Return To:**  
Fitch Solutions Limited  
30 North Colonnade, London E14 5GN, United Kingdom  
Email : [alina.vasiuk@fitchsolutions.com](mailto:alina.vasiuk@fitchsolutions.com)  
Phone : +49 69 768076 173



**Attachment A for Fitch Connect Subscribers**

Subscriber by its signature on the Order Schedule agrees to the following provisions. Any term used below, but not defined, has the meaning indicated in the Agreement.

**S&P Ratings**

The following provisions apply to use of S&P ratings ("S&P Services"). Subscriber may, as part of and in the ordinary course of its business, internally redistribute (in hard copy or in a non-manipulable electronic format only) on an infrequent, ad-hoc and incidental basis, to other employees of Subscriber, reports, presentations and other publications (individually and collectively, "Materials") that display de minimis amounts (both in terms of the amount of material obtained from the S&P Services and the proportionate amount of such material used within the Materials) of information or data from the S&P Services ("Excerpts") provided that such Excerpts (a) are only supportive and incidental to the substance of the Materials and (b) have no independent commercial value. Subscriber may externally provide Materials, solely in the form of client facing publications (except (i) sell-side fixed income and equity research reports and presentations, and (ii) economist research reports and papers) to prospective customers that contain Excerpts subject to all of the terms and conditions of this paragraph. Subscriber shall include (a) an appropriate credit to S&P as the source of the Excerpt; and (b) in a clear and conspicuous manner, the Disclaimer Notice set forth below on all Materials that contain the Excerpts. For the avoidance of doubt, there shall be no external distribution of the S&P Services by Subscriber in the form of (i) sell-side fixed income and equity research reports and presentations and (ii) economist research reports and papers as provided herein.

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