

S&P Dow Jones Indices

A Division of **S&P Global**

MASTER SUBSCRIPTION AGREEMENT

This **Master Subscription Agreement** ("Agreement") is entered into as of 1st July 2022 (the "Effective Date"), by and between **Česká Národní Banka** ("Client"), a Bank formed under the laws of Czech Republic, with an office located at Na Příkopě 864/28, 115 03 Praha 1 and **S&P OPCO LLC**, a subsidiary of S&P Dow Jones Indices LLC ("SPDJI"), a Delaware limited liability company whose principal office is located at 55 Water Street, New York, NY 10041. For purposes of this Agreement, "S&P" means S&P Opco LLC or that particular affiliate of S&P Dow Jones Indices LLC that publishes and/or distributes the Services (as defined below) and that has entered into a pricing schedule ("Pricing Schedule") as provided herein. Unless specified otherwise, reference to a Pricing Schedule shall include any and all applicable exhibits, appendices and/or schedules incorporated into and made a part thereof. This Agreement and the Pricing Schedule are collectively referred to as the "Contract".

In consideration of the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. **Interpretation.** Unless the context requires otherwise, the following definitions and rules of interpretation apply to this Agreement and related Pricing Schedules:

1.1. **Definitions**

1.1.1. "Affiliate" means an entity either directly or indirectly Controlled by, Controlling or under common Control with the Client named above;

1.1.2. "Authorized User" means an employee of Subscriber authorized by S&P (or by Subscriber's System Administrator as permitted under Section 4.1.3 below) to access the Services;

1.1.3. "Authorized Unit" collectively refers to the entities/items specified in a Pricing Schedule as such (e.g. department, division, business unit, site, terminal/workstation, etc.);

1.1.4. "Control" means having more than fifty percent (50%) equity voting interest or the sole power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise;

1.1.5. "Distributor" means a third-party distributor or vendor that has a current written agreement with S&P permitting distribution of the relevant Service and over whose network or through whose services Subscriber may access the relevant Service;

1.1.6. "Service" means S&P information products, data, services and software identified in the applicable Pricing Schedule related to S&P's index business;

1.1.7. "Subscriber" means the entity or entities (either the Client named above and/or any Affiliate(s)) identified on any Pricing Schedule;

1.1.8. "Third Party Licensor" means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with any Service;

1.1.9. Words importing the singular shall include the plural and vice versa;

1.1.10. Words importing any gender shall include other genders and vice versa;

1.1.11. Words importing natural persons shall include firms, corporations and any other entities recognized by law and vice versa;

1.1.12. References to the word "include" shall mean "including, without limitation" or "including, but not limited to"; and

1.1.13. Headings used are for reference purposes only and shall not affect the interpretation of this Agreement or any of its related Pricing Schedules.

2. **Services.**

2.1. Subject to the terms of this Agreement (as such may be modified by the applicable Pricing Schedule), S&P grants to the Subscriber identified on the Pricing Schedule a non-exclusive, non-transferable, limited license to access and use the Services internally. Subscriber's access to and use of the Services is limited to those

Authorized Units within the Territory as set forth in the relevant Pricing Schedule. The maximum number of Authorized Units through which Subscriber accesses the Services shall not exceed in the aggregate the number of Authorized Units specified on the relevant Pricing Schedule.

2.2. Such access and use may be subject to additional terms and conditions stated in each applicable Pricing Schedule. Each Pricing Schedule executed in accordance herewith shall constitute a separate agreement and, except as expressly set forth therein, shall be subject to the terms and conditions of this Agreement. In the event of any conflict among the terms of this Agreement and any Pricing Schedule, the terms of the Pricing Schedule shall control in the event of a conflict. Except as may be specifically provided for in a Pricing Schedule, any modifications contained in any Pricing Schedule shall not modify this Agreement with respect to any other Pricing Schedule.

2.3. Except as expressly set forth in Section 2.5 and 4.1.3 below or as expressly permitted in a Pricing Schedule, Subscriber shall not: (a) license, sublicense, transfer, sell, resell, publish, reproduce and/or otherwise redistribute the Services or any components thereof in any manner (including as part of Subscriber's intranet or other internal network); (b) provide access to the Services or any portion thereof to any person, firm or entity other than an Authorized Unit; (c) modify, reverse engineer, disassemble, decompile, or database the Services or any software contained therein; or (d) use the Services, in whole or in part, including as part of an Approved Publication (as defined below), in any manner that competes with S&P or its affiliates or could serve as a reasonable substitute for the Service(s) or a portion thereof. In addition, neither Subscriber nor its Authorized Users shall have any right to (i) use the Service, or any part thereof, for the creation, calculation, settlement, maintenance or support of any derivative works, including use of any index or any information related thereto included as part of the Services, including, without limitation, the constituent universe of any index, as (A) the input value or the constituent for the creation, structuring, developing, calculation, maintenance, publication, distribution or any other means to derive or establish a financial index or investment strategy or (B) a component of any product or financial instrument to be developed, issued, traded, sold, marketed and/or promoted by Subscriber, including, without limitation, a security whose capital and/or income value is calculated based on changes in value of any index or is based on or uses as a component thereof any index in whole or in part, including, without limitation, any exchange traded products (ETP) (e.g. exchange traded funds (ETF), exchange traded notes (ETN), etc.), certificates, warrants, contracts for difference (CFD) and other leveraged or similar structured products; or (ii) use or refer to any of S&P or its Third Party Licensors' marks (including, without limitation, any other trademark, trade name or service mark used in commerce by S&P, its affiliates or its Third Party Licensors in association with the indices and/or the Services) in connection with the distribution, marketing or promotion of any product or financial instrument. Subscriber agrees and understands that any uses set forth in this Section 2.3 or not expressly licensed hereunder or in a Pricing Schedule are hereby reserved by S&P and its third party licensors and shall require a separate license agreement from S&P and/or its Third Party Licensors. Any Subscriber interested in obtaining a copy of such a license agreement should contact the S&P client coverage representative named in the applicable Pricing Schedule with a copy to legalsupport@spglobal.com.

2.4. Subscriber shall take all precautions that are reasonably necessary to prevent any unauthorized access, distribution or redistribution of the Services.

2.5. Notwithstanding anything to the contrary in the Agreement, except subject to the restrictions set forth in Sections 2.1 and 2.3 above, Subscriber may, as part of and in the ordinary course of its business, provide and distribute performance reports, fact sheets, presentations, marketing materials, or similar publications (whether print or online) that use and display index values and/or returns ("Index Level Data") from the Services to its clients and prospective clients ("Approved Publications"), subject to all of the following conditions and qualifications:

2.5.1. Subscriber may disclose and/or display index constituents and weights for a maximum of ten percent (10%) of a single index's constituents, not to exceed an aggregate disclosure of twenty (20) constituents on a per Service basis (together with the Index Level Data, collectively, "Authorized Data").

2.5.2. Subscriber shall not allow the Authorized Data included in the Approved Publications to be used by its recipients for any other purpose other than such recipients' internal, non-commercial use and solely in the context of the entire Approved Publication.

2.5.3. Subscriber shall consistently provide clear attribution in connection with any use of any data provided hereunder, and Subscriber shall ensure that the following notice and disclaimer, or any customized version thereof identified herein, is visible in close proximity to the data that Subscriber's clients and/or prospective clients may access:

"The [Insert name of applicable S&P index(es)] ("Index(es)") and associated data are a product of S&P Dow Jones Indices LLC, its affiliates and/or their licensors and has been licensed for use by [Subscriber]. © 20[xx] S&P Dow Jones Indices LLC, its affiliates and/or their licensors. All rights reserved. Redistribution or reproduction in whole or in part are prohibited without written permission of S&P Dow Jones Indices LLC. For more information on any of S&P Dow Jones Indices LLC's indices please visit www.spdji.com. S&P® is a registered trademark of Standard & Poor's Financial Services LLC ("SPFS") and Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"). Neither S&P Dow Jones Indices LLC, SPFS, Dow Jones, their affiliates nor their licensors ("S&P DJI") make any representation or warranty, express or implied, as to the ability of any index to accurately represent the asset class or market sector that it purports to represent and S&P DJI shall have no liability for any errors, omissions, or interruptions of any index or the data included therein."

Subscriber may use other language as may be approved in advance by S&P in writing.

2.5.4. Subscriber shall not charge any fees for the Approved Publications.

2.5.5. Subscriber shall provide S&P with copies of Approved Publications upon S&P's request.

2.5.6. Notwithstanding anything to the contrary, Subscriber acknowledges that nothing in this Section 2.5 shall allow Subscriber to disclose to its clients or prospective clients a majority of or the entire constituent universe of any S&P index (including S&P Shariah Indices, Dow Jones Islamic Market World Index, Dow Jones Sustainability Indices, S&P Kensho Indices, and S&P ESG Indices).

2.6. The Client named above and each Subscriber shall ensure compliance with the terms and conditions of this Agreement and the applicable Pricing Schedule.

3. Modifications/Updates/Enhancements.

3.1. S&P reserves the right to alter, modify or discontinue the Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include addition or withdrawal of features and/or data or changes in instructions and/or documentation.

3.2. So long as Subscriber is not then in default or breach hereunder, S&P will make available to Subscriber, during the term of this Agreement and any applicable Pricing Schedule, updates to the Services provided that such updates are generally made available by S&P at no additional charge to other subscribers.

3.3. S&P may, in its sole discretion, make available enhancements, upgrades and other improvements (individually and collectively, "Enhancements") to the Services for additional fees. Subscriber may choose to receive the same, and upon payment of the applicable fees, such Enhancements shall be deemed to be licensed to Subscriber under the applicable Pricing Schedule, unless a separate Pricing Schedule or other agreement has been entered into between S&P and Subscriber with respect to such Enhancements.

4. Delivery/Access.

4.1. Subscriber may access the Services via the method stated in the applicable Pricing Schedule, and only in accordance with the restrictions set forth therein and/or this Agreement. Authorized Users shall access the Services as follows:

4.1.1. For access via S&P's proprietary web site (e.g., SPICE), S&P will issue one password per Authorized User. Sharing of such user IDs/passwords and simultaneous access via the same user ID/password are prohibited.

4.1.2. For access via Distributor, Distributor shall provide the necessary requirements.

4.1.3. For access via Subscriber's internal network, complete the System Administrator section in the applicable Pricing Schedule, and, with that, Subscriber is granted networking responsibilities and hereby agrees to the following:

4.1.3.1. the designated "System Administrator" in the Pricing Schedule shall be responsible for supporting Authorized Users of the designated Services via Subscriber's internal network, shall ensure compliance with terms and conditions of the Agreement and the Pricing Schedule, and shall communicate with S&P regarding any issues that arise with respect to such. Subscriber will notify S&P in writing within thirty (30) days if a different person assumes these responsibilities.

4.1.3.2. System Administrator shall issue or ensure that each Authorized User is issued his/her own internal user ID/password to access the Services. Subscriber/System Administration shall not permit sharing of such internal user IDs/passwords or simultaneous access via the same user ID/password, and Subscriber shall periodically instruct Authorized Users of their obligations hereunder.

4.1.3.3. S&P makes no representation or warranties, express or implied, as to the performance of the Services in connection with Subscriber's networks.

4.2. Subscriber expressly agrees that receipt of the Services from a Distributor may vary from direct receipt from S&P or its service facilitators. Service updates are generally available daily via S&P's electronic service and/or daily or monthly via select Distributors unless otherwise indicated and as subscribed to in the relevant Pricing Schedule(s). Subject to additional fees, historical data related to the Services may be added by the Subscriber as set forth in the Pricing Schedule(s).

4.3. Certain delivery methods may provide access to data and information that is not included as part of the Service(s) named in and subscribed to under the applicable Pricing Schedule(s), and, in such cases, Subscriber expressly agrees and acknowledges that it shall have no rights to use such data and information under the Agreement or any Pricing Schedule unless Subscriber has the appropriate written agreements from S&P or such other source covering such additional index data products and/or services.

4.4. Subscriber shall hold, and shall ensure that all of its Authorized Users hold, any passwords/user IDs issued in connection with access to the Services in strict confidence, and instruct all Authorized Users of their obligations in this regard. Subscriber shall promptly advise S&P of any actual or threatened unauthorized disclosure or misuse of the Services or any such passwords/user IDs by Subscriber and shall cooperate with S&P in enforcing the restrictions and limitations set forth herein.

5. Term/Termination.

5.1. This Agreement shall commence on the Effective Date and shall continue in effect for as long as any Pricing Schedule entered into pursuant hereto remains in effect. The initial term as it applies to the Services specified in the relevant Pricing Schedule is as set forth in such Pricing Schedule (the "Initial Term") and, unless otherwise specified on the Pricing Schedule(s), shall be automatically extended for successive renewal terms of one (1) year each (each a "Renewal Term") unless either party notifies the other in writing of its decision not to extend the term of such Pricing Schedule at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, as applicable, then in effect.

5.2. In the event of a material breach of the terms or condition of this Agreement or any Pricing Schedule by either party, the other party may terminate the applicable Pricing Schedule by giving thirty (30) days prior written notice thereof; provided, however that such termination shall not take effect if the party in breach cures or corrects the breach within such notice period. S&P shall have the right to terminate this Agreement and all Pricing Schedules in the event that Subscriber is in material breach of the proprietary rights of S&P, its affiliates or their Third Party Licensors.

5.3. Either party may terminate any or all Pricing Schedules upon written notice to the other if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.

5.4. Subscriber's right to receive and use those portions of the Services provided by S&P pursuant to licenses granted to S&P by Third Party Licensors is subject to automatic termination without liability on the part of S&P if such licenses are terminated for any reason. Subscriber acknowledges and agrees that S&P has licensed the rights to use the trademarks, service marks and/or trade names of Dow Jones Trademark Holdings LLC and its affiliates ("Dow Jones") and Standard & Poor's Financial Services LLC ("SPFS"), including the marks "Dow Jones®"

and "S&P", respectively, and also marks associated with indices included in the Services (including, to the extent applicable, the marks "S&P 500®", "S&P MidCap 400®", "S&P SmallCap 600®", "Dow Jones Industrial Average®", "The Dow", "The Dow [number]", "The Global Dow", "DJ" and such other marks identifying the indices licensed hereunder) (collectively, the "Marks") pursuant to separate agreements between S&P and Dow Jones and its affiliates, respectively (each individually and collectively, the "Trademark License Agreement"). Subscriber hereby acknowledges and agrees that any and all rights to use any of the Marks that may be granted in connection with the Agreement or any Pricing Schedule entered thereto, if any, shall terminate automatically in the event of termination of the applicable Trademark License Agreement.

5.5. If S&P determines in its sole, reasonable discretion, to generally discontinue offering or providing the Services or any portion thereof, S&P may terminate that portion of the applicable Pricing Schedule that relates to such discontinued material; in such event, S&P shall provide Subscriber no less than thirty (30) days written notice of such discontinuance and shall have no liability other than to make a prorated refund to Subscriber of any unearned fees prepaid by Subscriber.

5.6. Upon any termination of any Services or Pricing Schedule by either party, Subscriber (a) shall cease all use of the applicable Services; (b) shall expunge such Services and any portion or copies thereof from all of Subscriber's electronic systems, except as otherwise provided in the subsequent subsection 5.6(c) and/or in an applicable Pricing Schedule; and (c) may retain portions of the Services only to the extent necessary for compliance with statutory audit requirements and applicable law or regulations only if such retained portions of the Services are (i) maintained in a restricted, secure, non-testing, non-production, back-up, archival-type environment; (ii) used by Subscriber solely to the extent necessary to respond to investigations and/or audit requests from relevant regulatory agencies; and (iii) not used in any other manner or repurposed (e.g., incorporated into new materials or reports) following termination of the applicable Pricing Schedule. At S&P's request, Subscriber shall certify to S&P in writing that Subscriber has fully complied with the foregoing expungement requirement.

6. **Fees and Charges.**

6.1. As consideration for the rights and licenses granted by S&P under this Agreement and the relevant Pricing Schedule, Subscriber shall pay fees and charges stated in such applicable Pricing Schedule, in U.S. Dollars (unless otherwise stated in the Pricing Schedule), plus all applicable value-added, sales, use and similar taxes, and are due in full within thirty (30) days of the date of S&P's invoice. These fees and charges shall be due and payable by Subscriber to S&P regardless of whether Subscriber exercises the license granted or uses the Services under the Contract. Failure to pay fees and charges when due will result in a late charge at a rate of one percent (1%) per month on all amounts due and not paid within thirty (30) days of the date of S&P's invoice until the time of payment. Subscriber's failure to pay amounts when due constitutes a material breach of this Agreement. In addition to all other rights and remedies available to S&P at law or in equity, S&P also may suspend delivery of the Services or any component thereof for as long as any amount remains unpaid when due. S&P may increase its fees and charges for any Service at any time after the Initial Term as provided in each Pricing Schedule by providing advance written notice (which may be in the form of an invoice) to Subscriber, but S&P shall not increase its fees and charges for each Service subscribed to hereunder more than once during any twelve (12) month period. Subscriber shall have a period of thirty (30) days from receipt of such notice in which to terminate any or all applicable Pricing Schedules (or relevant portions thereof) by providing written notice to S&P. In the event of termination of a Pricing Schedule (or relevant portions thereof) pursuant to this Section 6.1, Subscriber shall be liable for payment of a prorated portion of the annual fees for such Service (based on the rate previously in effect) until the effective date of such termination.

6.2. Where approved by S&P, Subscriber may increase or decrease the number of Authorized Units on or by which the Services are accessed, used, installed or displayed, subject to the entry into a new superseding Pricing Schedule by the parties.

6.3. To the extent required by applicable law, Subscriber shall be entitled to withhold from the fees paid to S&P any withholding taxes provided that (a) Subscriber pays the amount so deducted to the relevant tax authority and (b) Subscriber delivers to S&P an original receipt from the relevant tax authority evidencing the amount withheld. Such receipt shall be furnished at the time such fee is paid to S&P or as soon thereafter as is practicable.

If the withholding rate can be reduced by application of a tax treaty, S&P hereby elects to apply the reduced withholding rate applicable under such tax treaty. If Subscriber requires a special certificate or form from S&P to support the application of such tax treaty, such certificate or form must be requested from S&P at the time of execution of this Agreement or the applicable Pricing Schedule.

6.4. Subscriber shall, during the term of this Agreement, maintain full and accurate records (including applicable data in electronic format) with respect to access to and usage of the Services for the most recent thirty-six (36) months. During the term of this Agreement and for a twenty-four (24) month period thereafter, S&P shall have the right, during normal business hours, upon reasonable notice to Subscriber and subject to Subscriber's reasonable security procedures, to (a) review relevant portions of those records; and (b) review the manner of access to and usage of the Service, in each case to confirm that fees and charges have been accurately determined and that restrictions on use and access have been observed. In connection therewith, Subscriber agrees, at Subscriber's location, to permit S&P or its representatives to review or receive a demonstration of, any network on or by which any portion of the Services are accessed for purposes of establishing compliance with the terms of this Agreement and/or any Pricing Schedule. The costs of any such review shall be borne by S&P unless such review reveals a breach of the terms and conditions of this Agreement by the Subscriber, in which case the costs of such review shall be borne by the Subscriber.

6.5. Without limiting anything set forth in Section 6.4 above, an authorized representative of Subscriber shall, at S&P's request (which shall not be more than once per calendar year), promptly provide a written certification of Subscriber's full compliance with any Authorized Unit terms and any other restrictions set forth in this Agreement and any Pricing Schedule and/or other relevant information, including Subscriber's assets under management. S&P may use information obtained by S&P from its own systems or a Distributor to verify access to and use of the Services by Subscriber. Subscriber agrees to cooperate fully with S&P in reconciling any disparities in Authorized Unit counts revealed by such verification procedure, and Subscriber shall promptly pay S&P or S&P shall credit Subscriber's account, as appropriate, for the prorated difference, if any, between the amount of fees actually charged Subscriber by S&P and the amount that should have been charged.

7. Disclaimer of Warranties and Limitation of Liabilities.

7.1. S&P, ITS AFFILIATES, AND THEIR THIRD PARTY LICENSORS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF. A reference to a particular investment or security, a credit rating or any observation concerning an investment or security provided in the Services is not a recommendation to buy, sell or hold such investment or security or make any other investment decisions and does not address the suitability of any investment or security. The Services should not be relied on and are not a substitute for the skill, judgment and experience of Subscriber, its management, employees, advisors and/or clients in making investment and other business decisions. S&P does not act nor shall be deemed to be acting as a fiduciary in providing the Services. Subscriber understands that performance information (e.g., back-tested index history) that may be included in the Services (and on S&P's website and in other materials that S&P may provide) is not designed to comply with the requirements relating to performance data and presentations under the Investment Company Act of 1940, the Investment Advisers Act of 1940, or other federal or state securities laws or other applicable law. Subscriber assumes sole responsibility for the use of any such performance information, including compliance with all applicable law. NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR ANY COMPONENT THEREOF OR ANY COMMUNICATIONS, INCLUDING ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) OR OUTPUT WITH RESPECT THERETO. NEITHER S&P, ITS AFFILIATES NOR THEIR THIRD PARTY LICENSORS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS IN THE SERVICES. THE SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND SUBSCRIBER'S USE OF THE SERVICES IS AT SUBSCRIBER'S OWN RISK.

7.2. Notwithstanding anything to the contrary in this Agreement or any Pricing Schedule, S&P shall not be responsible or have any liability for (a) the procurement, installation or maintenance of any hardware and/or software on or through which the Services are accessed by Subscriber and its Authorized Users; (b) any communication connections by which the Services are transmitted; (c) the transmission to Subscriber of the Services beyond the point of S&P's or its service facilitator's computer facility, including any delays or interruptions related thereto; or (d) any fees payable by Subscriber for any communications lines to any Distributor or to any other person, firm or entity.

7.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY PRICING SCHEDULE, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES OR THEIR THIRD PARTY LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, TRADING LOSSES, BUSINESS INTERRUPTION LOSSES OR LOST TIME OR GOOD WILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

7.4. NEITHER S&P, ITS AFFILIATES NOR ANY OF THEIR THIRD PARTY LICENSORS SHALL BE LIABLE (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9 BELOW, "INDEMNITY FOR INFRINGEMENT") FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES.

7.5. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF S&P, ITS AFFILIATES, AND THEIR THIRD PARTY LICENSORS IN CONNECTION WITH THE SERVICES AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO S&P UNDER THE APPLICABLE PRICING SCHEDULE FOR THE SERVICE IN QUESTION IN THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN.

7.6. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR EXCLUDE ANY LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

7.7. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT, THE PRICING SCHEDULE AND/OR THE SERVICES MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

8. S&P's Proprietary Rights/Injunctive Relief.

8.1. All proprietary rights (including copyrights, trade secrets, database rights and trademark rights) in the Services (including all ratings and ratings symbology and documentation contained therein) are and shall remain the sole and exclusive property of S&P, its affiliates and their Third Party Licensors. The Services are compiled, prepared, revised, selected and arranged by S&P, its affiliates and their Third Party Licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and the Services constitute the valuable intellectual property of S&P, its affiliates and their Third Party Licensors. Subscriber shall protect the copyrights, trade secrets, database rights, trademarks, and other proprietary rights of S&P, its affiliates, and their Third Party Licensors in the Services, including any contractual, statutory, or common-law rights, during and after the term of this Agreement or of any Pricing Schedule.

8.2. Copying of, use of, access to or distribution of the Services or any information, data or software contained therein in breach of this Agreement and/or the applicable Pricing Schedule shall cause S&P, its affiliates and/or their Third Party Licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. S&P, its affiliates or their Third Party Licensors may enforce the provisions hereof by means of equitable relief (including injunctive relief) in addition to any other rights and remedies that may be available. In the event S&P has reasonable grounds to believe Subscriber is violating the terms and/or conditions set forth in this Agreement and/or the applicable Pricing Schedule, S&P shall have the right to suspend delivery of, or Subscriber's access to, the Services. To the fullest extent permitted by law, the Client named above and each Subscriber shall be jointly and severally liable to and indemnify and defend S&P, its affiliates and their Third Party Licensors from and against any and all costs, claims, damages or liabilities (including reasonable attorneys' fees) arising out of use of the Services by Subscriber or any breach of the Agreement or any Pricing Schedule by Subscriber, except to the extent such claims directly arise from Section 9 below.

8.3. If S&P or Subscriber wishes to use promotional material referring to the other party, its services or marks, the party desiring to use such material shall, before using it, submit such material to the other party for review and written approval, which review and written approval shall be in such party's sole discretion to grant or withhold.

9. **Indemnity for Infringement.** If a third-party claim or litigation is made or brought against Subscriber alleging that S&P's proprietary content in the Services as provided to Subscriber by S&P infringes upon a copyright, database right, trademark or U.S. patent, S&P shall indemnify and defend Subscriber against those damages, liabilities and costs (including reasonable attorneys' fees) that are directly incurred by Subscriber as the result of such third-party claim or litigation, provided, however, that Subscriber's use of the Services is in compliance with the terms and conditions of this Agreement and the applicable Pricing Schedule. This indemnification obligation shall be subject to Subscriber promptly notifying S&P in writing of the claim or the commencement of litigation against it covered by such indemnification (provided Subscriber's failure to do so shall not relieve S&P of its indemnity obligation under this Section 9 except to the extent S&P is prejudiced by such failure) and permitting S&P, at its sole election, to defend or settle such claim or litigation and providing such cooperation as S&P may reasonably require. In the event of a claim of infringement, S&P reserves the right to (a) use reasonable efforts to modify the affected portion of the Services so that it is non-infringing; (b) obtain permission, at S&P's expense, for Subscriber to continue to use such portion; or (c) terminate this Agreement and the applicable Pricing Schedule in exchange for a prorated refund of any fees prepaid by Subscriber for the then-current term as liquidated settlement of any liability other than the foregoing obligation of indemnification.

10. **Third Party Licensors**

10.1. Committee on Uniform Security Identification Procedures of the American Bankers Association ("CUSIP"). Subscriber agrees and acknowledges that the CUSIP database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, Standard & Poor's CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Subscriber in such materials or in any of the information contained therein. Subscriber agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Subscriber agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled. Subscriber agrees that Subscriber shall not publish or distribute in any medium the CUSIP database or any information contained therein or summaries or subsets thereof to any person or entity. Subscriber's only use of the CUSIP numbers and descriptions shall be in connection with the internal trading and settlement of security transactions. Subscriber further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third-party recipient of such materials and is not intended to create and does not serve in any way as a substitute for any products and services distributed by CGS. All use by Subscriber of the CUSIP database and the information contained therein is expressly subject to the disclaimers and limitations set forth in Section 7 above. In the event Subscriber has a direct agreement with CGS, such agreement shall control Subscriber's use of the CUSIP database and/or any information contained therein.

10.2. Subscriber further acknowledges and agrees that, in addition to CUSIP information, the Services may contain Global Industry Classifications Standard (GICS) data, credit ratings, identifiers (e.g. RICs, SEDOLs, etc.), any other classification data and/or other third party data ("Restricted Data") which are provided solely for use in connection with the Services. Except as provided in Section 2.5 above, Subscriber agrees and acknowledges that this Contract does not grant Subscriber any rights to distribute or disseminate any portion of the Restricted Data. Any other use of Restricted Data not expressly granted hereunder will require a separate license agreement with S&P, its affiliates and/or the applicable Third Party Licensor(s). Furthermore, Subscriber agrees, in addition to the foregoing, to comply with any additional restrictions or conditions imposed by Third Party Licensors from time to time on the use, access, storage, distribution or redistribution of such data or information. Subscriber shall, where

applicable, and as required to receive certain portions of the Services, enter into separate agreements with S&P, its affiliates and/or Third Party Licensors, and Subscriber shall comply with any conditions, restrictions or limitations imposed therein. In addition, S&P shall have the right to pass on any additional charges from Third Party Licensors to Subscriber; provided, however, S&P shall use reasonable efforts to provide at least ninety (90) days prior written notice of any such charges, but S&P may not be able to do so if charges are imposed by such Third Party Licensor without giving sufficient time to notify Subscriber in advance.

11. **Change of Control/Assignment.**

11.1. If there is a change in Control of Client or any Subscriber, Client and/or Subscriber, as applicable, shall so inform S&P setting forth the details of such change in Control promptly upon such change in Control or if, permitted by law or applicable regulations, at least forty-five (45) days prior to such change in Control. S&P may at its option, after receipt of such notice, (a) terminate any or all affected Pricing Schedule(s) by providing written notice to Subscriber within the later of thirty (30) days following (i) receipt of such notice of change of Control; or (ii) the date such change of Control occurs; or (b) require the Subscriber to renegotiate any terms of any affected Pricing Schedule(s) for the remainder of the then-current term of each affected Pricing Schedule. For purposes of clarification and in the event of such change in Control, S&P's written consent to an assignment (by operation of law or otherwise) or transfer of this Agreement and/or any Pricing Schedule shall be required as set forth under Section 11.2 below.

11.2. Neither Client nor any Subscriber shall assign or transfer this Agreement or any Pricing Schedule without the prior written consent of S&P and any attempted assignment or transfer shall be null and void. If S&P elects to provide the foregoing consent, any successor-in-interest to the Agreement and/or those affected Pricing Schedules as a result of such assignment or transfer shall assume all rights and obligations of the Client or the Subscriber, as applicable, and shall be responsible for adhering to the terms thereof.

11.3. Subscriber expressly agrees and acknowledges that S&P may assign and/or delegate any of its rights and responsibilities under this Agreement or any Pricing Schedule to an affiliate of S&P without requiring Client's and/or any Subscriber's prior written consent.

12. **Miscellaneous.**

12.1. **Governing Law.** This Agreement and any Pricing Schedule shall be interpreted, construed and enforced in accordance with the laws of the State of New York without giving effect to the conflicts of laws provisions thereof. The parties hereto and their successors and assigns irrevocably consent to the exclusive jurisdiction of any courts located in the State of New York, New York County for the resolution of any disputes arising from or related to this Agreement.

12.2. **Entire Agreement.** This Agreement, together with all Pricing Schedules, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous oral or written agreements, representations, discussions or understandings between the parties with respect to its subject matter.

12.3. **Third Party Beneficiaries.** Subscriber agrees that any affiliate of S&P and any Third Party Licensor, including Dow Jones, may enforce its rights against Subscriber as an intended third party beneficiary of this Agreement and applicable Pricing Schedule(s), even though such entity is not a party to this Agreement and such Pricing Schedule(s).

12.4. **Terms of Agreement as Confidential.** The terms of this Agreement and related Pricing Schedules, and any applicable amendments thereto, shall be protected as confidential information and shall not be disclosed to any third parties; provided however, either party may disclose such terms (a) in summary form in connection with the sale or transfer of substantially all of its assets; (b) as required by applicable law; or (c) to Dow Jones, as may be necessary.

12.5. **Authority and Binding Effect.** Each party warrants that its entry into this Agreement, including any Pricing Schedules, is lawful and does not violate any other agreement to which it is a party. This Agreement, including the related Pricing Schedules, shall be binding upon, shall continue to operate to the benefit of, and shall be enforceable by the parties and their permitted successors and assigns. Except as otherwise expressly permitted

by this Agreement or the related Pricing Schedules, no amendment, including the provisions and terms of any purchase order or other agreement, shall be binding upon the parties unless in writing and signed (either with a handwritten signature or via an electronic signature process) by an authorized representative of the parties.

12.6. Waiver. The failure of a party to insist upon strict compliance with any term or condition of this Agreement, including any Pricing Schedule, on any occasion shall not be construed as a waiver with regard to any subsequent failure to comply with such term or condition. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any term or condition of this Agreement including any Pricing Schedule shall be effective unless agreed to in writing by the party granting the waiver.

12.7. Compliance with Law. Each party shall perform its obligations under this Agreement, including any Pricing Schedule, in compliance with all applicable laws and regulations, now or hereinafter in effect. Nothing in this Agreement including any Pricing Schedule shall be construed to mean that either party is required to take any action contrary to, or prohibited by, or otherwise in violation of any applicable laws or regulations.

12.8. Severability. If any term or condition of this Agreement, including any Pricing Schedule, is found by a court, administrative agency or jurisdiction to be unenforceable, the remaining terms and conditions shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

12.9. Force Majeure. Except for Subscriber's obligation to pay fees under the Contract, neither party shall have responsibility or liability for any delays or interruptions in or failures of its performance under this Agreement including any Pricing Schedule beyond its reasonable control, including, acts of God, acts of governmental authority, fire, acts of war, terrorism, flood, strikes, severe or adverse weather conditions, power failures or communications line or network failures ("Force Majeure Event"). Any party that is subject to a Force Majeure Event shall not be in breach of any Contract provided that: (a) it promptly notifies the other party in writing of the nature and extent of such Force Majeure Event causing its delay or interruption in performance; and (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and (c) it has used all endeavors to mitigate the effect of the Force Majeure Event, to carry out its obligations under each Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably practicable.

12.10. Independent Contractors. Each Subscriber and S&P are independent contractors, and nothing in this Agreement, including any Pricing Schedule, shall be construed or implied to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Neither party is an agent or representative of the other or is authorized to make any warranties or assume or create any other obligations on behalf of the other.

12.11. Counterparts. This Agreement and the related Pricing Schedules may be executed in counterparts, all of which together shall be considered one and the same agreement.

12.12. Survival. Sections 2.3, 5.6, 6, 7, 8, 10, 12, 13, 14 and 15 shall survive any termination or expiration of this Agreement and/or related Pricing Schedules.

13. Notices. Unless specified otherwise in an applicable Pricing Schedule, all notices and other communications under this Agreement 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 Contact as indicated on each applicable Pricing Schedule, with a copy to:
S&P Dow Jones Indices LLC
55 Water Street, New York, NY 10041
Attention: Legal Department
E-mail: legalsupport@spglobal.com

If to Subscriber: Subscriber Contact as indicated on each applicable Pricing Schedule, with a copy to:

14. **Economic Sanctions.** As of the Effective Date of this Agreement and the Commencement Date of each applicable Pricing Schedule: (a) neither Subscriber nor S&P (nor any of the subsidiaries or any director or corporate officer of any of the foregoing entities) is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or other relevant sanctions authority (collectively "Sanctions"); (b) neither Subscriber nor S&P is (i) fifty percent (50%) or more owned or controlled, directly or indirectly, by any person or entity that is the subject of Sanctions, (ii) an agency or instrumentality of, or an entity owned or controlled by, the government of a country that is the subject of territorial Sanctions, or (iii) located, organized, or resident in a country that is the subject of territorial Sanctions; (c) to the best of Subscriber's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Subscriber is the subject of Sanctions; (d) to the best of S&P's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of S&P is the subject of Sanctions; and (e) no S&P products or services will be used for the benefit of the government of a country that is the subject of territorial Sanctions or persons the subject of Sanctions. For so long as this Agreement is in effect, either party will promptly notify the other if any of these circumstances change.

15. **Electronic Agreement.** The parties agree that the electronic copy of this fully executed Agreement retained by S&P shall be the "original", written, complete and exclusive statement of this Agreement. The parties expressly agree that execution of this Agreement via an electronic signature process shall constitute valid execution hereof.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

Česká Národní Banka

S&P OPCO LLC

Signature:

Signature:

Name:

Name:

Jan Schmidt

Zdeněk Vřius

Nashwan Hyder

Title: EXECUTIVE DIRECTOR

EXECUTIVE DIRECTOR

Title:

Global Head of Inside sales

Email:

Date:

7/22/2022

Date:

8. 8. 2022

