

S&P Dow Jones Indices

A Division of **S&P Global**

ORDER SCHEDULE NUMBER 1 INDEX IP

This Order Schedule ("Order Schedule") entered into as of the Commencement Date set forth below by and between S&P (as set forth herein) and Licensee (as set forth below), is issued pursuant to, and incorporates herein, the Master Index License Agreement by and between **Česká Národní Banka** and S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC), a Delaware limited liability company ("S&P"), dated as of the Effective Date set forth below ("Agreement"). Terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement.

Licensee:	<u>Česká Národní Banka</u>		
Effective Date of the Agreement:	<u>1st July 2022</u>	S&P Contract No. of the Agreement:	<u>S00088321.0</u>
S&P Client Coverage Representative:	<u>1st July 2022</u>	S&P Contract No. of this Order Schedule:	<u>S00088322.0</u>
1. Commencement Date:	<u>1st July 2022</u>		
2. Billing Commencement Date (if different from Commencement Date):	_____		
3. Term (§3A of the Agreement):	_____		
(a) Initial Term (from Commencement Date):	<u>6 (Six) Months</u>		
(b) Renewal Term (if not one (1) year):	<u>1 (One) Year</u>		
4. Index/Indices:	<u>See description of the Index/Indices on the attached Exhibit A.</u>		
5. Mark(s):	<u>See description of the Mark(s) on the attached Exhibit A.</u>		
6. Product(s):	<u>See description of the Product(s) on the attached Exhibit B.</u>		
7. Territory (list country/region/global):	<u>Czech Republic</u>		
8. Use and Restrictions on Use:	<u>See Use and Restrictions on Use on the attached Exhibit C.</u>		
9. License Fees:	<u>See License Fees on the attached Exhibit D.</u>		
10. Informational Materials (pursuant to §6 of the Agreement):	<u>S&P Dow Jones Indices</u>		
	<u>Stevan Krusic</u>		
	<u>Bockenheimer Landstrasse 2</u>		

 60306 Frankfurt am Main

Fax (if less than 20 pages and legible after transmission):

Email (if less than 5 mb in attachment size):

Where Informational Materials are not in the English language, Licensee shall also submit an accurate English translation of the same at time of submission. Where S&P's approval pursuant to this Section 10 and Section 6 of the Agreement is with respect to the English translation provided by Licensee, Licensee shall make accurate corresponding changes to versions in other languages. Licensee shall submit to S&P the final version of the approved Informational Material in hard copy within ten (10) days following printing.

Time frame for S&P response:

Forty-eight (48) hours (excluding Saturday, Sunday and New York Stock Exchange Holidays, and calendar holidays of the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET)).

11. Notices (in addition to §12(J) of the Agreement):

Notice to Licensee:

Česká Národní Banka

Na Příkopě 864/28,

115 03 Praha 1

Czech Republic

Attention: XXXXXXXXXX

Notice to S&P:

S&P Opco, LLC

c/o S&P Dow Jones Indices LLC

55 Water Street, 44th Floor

New York, New York 10041

Attention: Chief Commercial Officer

12. Counterparts:

This Order Schedule may be executed in counterparts, all of which together shall be considered one and the same agreement.

13. Electronic Agreement:

The parties agree that the electronic copy of the fully executed Order Schedule retained by S&P shall be the "original", written, complete and exclusive statement of this Order Schedule.

This Order Schedule, including the accompanying Exhibits, supersedes all previous oral or written agreements (including any prior Order Schedules), representations, discussions or understandings between the parties with respect to its subject matter. Each of the undersigned acknowledges that he/she is authorized to execute this Order Schedule on behalf of Licensee and S&P, respectively. The signatures below are evidence of each party's agreement to be bound by the terms and conditions of this Order Schedule and the Agreement, the terms and conditions of which are incorporated herein by reference as if set forth at length. Where Licensee is not a party

to the Agreement, Licensee expressly acknowledges and agrees that, by entering into this Order Schedule, it shall be bound by and shall comply in all respects with the terms and conditions contained in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Order Schedule, the terms of this Order Schedule shall prevail with respect to such conflicting terms.

ČESKÁ NÁRODNÍ BANKA

S&P OPCO, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Jan Schmidt

Zdenek Virius

Nashwan Hyder

Title: _____

Title: _____

EXECUTIVE DIRECTOR

EXECUTIVE DIRECTOR

Global Head of Inside Sales

(Please print)

Email: _____

Date: _____

(Please print)

7/22/2022

(Please print)

Date: _____

8. 8. 2022

(Please print)

S&P

EXHIBIT A

**INDEX/INDICES
MARKS**

Unless expressly stated below, no license is granted to any sub-index including any GICS® level sub-indices such as sector, industry group, industry, or sub-industry indices.

Index/Indices:

S&P 500

S&P/ASX 200

S&P/TSX Composite

Marks:

The name(s) identifying each Index (a trademark of S&P, its affiliates and/or their third party licensors)

Third Party Licensor Trademarks (and respective third party licensor(s)):

S&P® (a registered trademark of S&P Global or its affiliates, an affiliate and third party licensor of S&P)

Dow Jones® (a registered trademark of Dow Jones Trademark Holdings LLC, a third party licensor of S&P)

S&P 500® (a registered trademark of S&P Global or its affiliates, an affiliate and third party licensor of S&P)

The 500™ and US 500 (trademarks of S&P Global or its affiliates, an affiliate and third party licensor of S&P)

ASX® (a registered trademark of ASX Operations Pty Ltd., a third party licensor of S&P)

TSX® (a registered trademark of TSX Inc., a third party licensor of S&P)

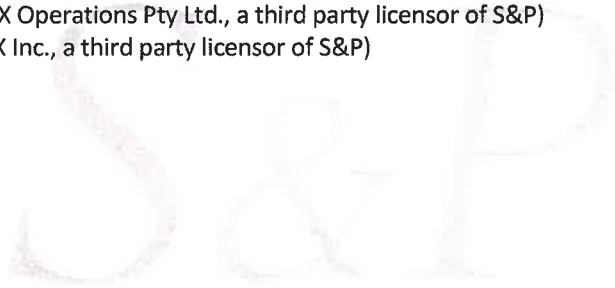


EXHIBIT B**DESCRIPTION OF THE LICENSEE PRODUCT(S)**

Subject to the terms and conditions of this Order Schedule and the Agreement, Licensee is hereby authorized to create the following Product(s):

1. **OTC Options**, meaning agreements, contracts or transactions commonly known to the industry as “options”, “puts” or “calls” and are: (i) customized with terms that are subject to negotiation between the parties; (ii) either executed or traded over-the-counter; (iii) are not cleared and do not involve a clearing organization (e.g. the Options Clearing Corporation or similar entity); (iv) issued by Licensee; and (v) linked to an Index or Indices.
2. **Swaps / Forwards**, meaning agreements, contracts or transactions commonly known to the industry as “swaps” or “forwards” that involve the exchange of cash flows, one or more of which are linked to an Index and have the following characteristics: (i) individually tailored terms that are subject to negotiation between the parties; (ii) do not involve exchange-style offset; (iii) are not cleared and do not involve a clearing organization (e.g. the Options Clearing Corporation or similar entity) or margin system; (iv) are undertaken in conjunction with a line of business; (v) are not marketed to the public; and (vi) are entered into and terminated (whether by sale, assignment, or otherwise) based upon private negotiations.
3. **Privately-Placed Debt Obligations**, meaning debt obligations including notes, bonds, debentures, guaranteed investment contracts, and commercial paper issued by Licensee where the principal of, or interest payable on such debt obligations, or both, is linked to the Index; provided that such debt obligations will be privately placed or sold directly and solely to institutional investors or qualified investors as defined by the applicable governing regulatory body and will not be traded on an Organized Securities Market, except for listings which may be required by such regulatory body. Privately Placed Debt Obligations do not include certificates of deposit or similar instruments that are issued by financial institutions.
4. **Public Debt Obligations** meaning debt obligations including notes, bonds, debentures, guaranteed investment contracts, and commercial paper issued by Licensee where the principal of, or interest payable on such debt obligations, or both, is linked to the Index; provided that such debt obligations shall not be privately placed. Notwithstanding anything to the contrary herein, Public Debt Obligations shall not include Exchange-Traded Notes (as defined below).
5. **Warrants**, meaning indexed instruments issued by Licensee that, in exchange only for the payment to or on behalf of the issuer of a non-refundable cash premium, give the holder the limited right to acquire from the issuer either a fixed quantity of indexed underlying securities against payment of a stated exercise price, or an amount of cash representing the value of the Index above or below a stated level, until a stated expiration date. Warrants shall not include OTC Options.
 - 5.1. **North American Warrants**, meaning Warrants as described in this Section 5 (above), which may be listed or traded on any Organized Securities Market in North America, but excluding those Warrants having both of the following characteristics: (i) a term to maturity of thirty (30) months or less at the time of original issuance; and (ii) U.S. dollar-denominated.
 - 5.2. **Non-North American Warrants**, meaning Warrants as described in this Section 5 (above), which may be listed or traded on any Organized Securities Market outside North America regardless of term to maturity at the time of issuance or currency denomination.

6. **Certificates of Deposits or CDs**, meaning publicly-offered certificates of deposit whereby the percentage return on investment is linked to performance of the Index.

7. **Exclusions:**

7.1. In no event may any Product constitute a futures contract, or an option on a futures contract as determined by S&P in its sole discretion.

7.2. Unless expressly set forth above, in no event may any Product be listed, executed or traded on an Organized Securities Market (as defined below).

8. **Definitions; Interpretation.**

8.1. An "Exchange-Traded Fund" or "ETF" means an open-ended pooled investment vehicle, unit trust, investment company or other collective or commingled investment vehicle that has the following characteristics: (i) it issues, sells and redeems blocks of shares, units or other interests, which blocks are sometimes referred to as "creation units"; (ii) the shares, units or similar interests thereof are listed or traded on an Organized Securities Market; and (iii) the investment objective thereof is, and at all times remains, to own a basket of securities and/or other financial instruments, such as futures, options, forward contracts and other derivative contracts in an attempt to track the performance of the securities represented by an Index. As used herein, the term "ETF" excludes, without limitation, ETNs, indexed warrants, indexed debt instruments, options, futures contracts or other derivative contracts based on the value of ETF shares or on an underlying Index, or other securities or index-linked contracts that are traded on Organized Securities Markets but that are not pooled investment vehicles.

8.2. "Exchange-Traded Notes" or "ETNs" means any notes or similar instruments issued by an underwriting bank that: (i) are linked to the performance of the Index; (ii) are listed or traded on any Organized Securities Market; (iii) have a maturity period of more than one year; (iv) may or may not provide for interest or other payments prior to maturity; and (v) may be redeemed at the option of the holder thereof at a value based on or derived from, at the time of redemption, the performance of such underlying Index.

8.3. "North American" means within the territories of the United States, Canada, Mexico, the Caribbean Islands and Bermuda.

8.4. An "Organized Securities Market" means any broker dealer, automated quotation system of a registered securities association, exchange, or other entity or organization located in any part of the world that (i) is subject to regulation as an exchange under applicable laws, rules or regulations of its jurisdiction; or (ii) acts in an exchange-like capacity, with or without a recognized status or formal exemptive or no-action relief from the applicable government or regulatory authority in its jurisdiction, by virtue of it, as principal or agent, acting on a regular basis as an intermediary between buyers and sellers, or constituting, maintaining or providing a market place or facilities for bringing together buyers and sellers or for otherwise performing the functions commonly provided by an exchange; through the medium or with the assistance of which Financial Instruments (as defined herein) are offered, traded, listed, purchased, sold, crossed, exchanged, or cleared. "Financial Instruments" means commodities, securities, and derivatives of all types, including, without limitation, stocks and other equity instruments, bonds and other debt instruments, commodities and futures, forwards, swaps, and options that derive their value from bonds, equities, commodities or indices thereof.

EXHIBIT C**USE AND RESTRICTIONS ON USE**

1. **Sub-Advisory Services.** Licensee shall not use the Index or Marks to perform any sub-advisory services for any third party under this Order Schedule without S&P's prior written consent. If S&P provides such consent, then Licensee shall provide S&P with a list of such third parties along with any usage reports as required under Exhibit D attached hereto.
2. **Index Data.** Licensee agrees and acknowledges that the provision of Index related data (e.g. index levels, index constituents, constituent weights, etc.) to Licensee will be contracted under and governed by the relevant S&P data license agreement (the "MSA"), which is separate from this Agreement and Order Schedule, and separate fees may be payable by Licensee to S&P or its affiliates under the MSA. S&P distributes Index data directly to its clients via FTP and via third party vendors. Certain third party vendors charge S&P to distribute Index data on their platform. Licensee agrees and acknowledges that such charges may be passed through to Licensee if S&P distributes Index data via such vendor at Licensee's direction. Any such charges as of the Commencement Date are set forth in Exhibit D.
3. **Post-Termination Use of Printed Materials.** Upon termination of this Order Schedule pursuant to Section 3A of Agreement and provided S&P's agreement(s) with the applicable third party licensor(s) permits, Licensee may continue to utilize any previously printed Informational Materials which contain the Marks for a period of ninety (90) days following such termination. This paragraph shall survive termination of this Order Schedule.
4. **Products Outstanding Post-Termination.** Upon termination of this Order Schedule pursuant to Section 3A of Agreement and provided S&P's agreement(s) with the applicable third party licensor(s) permits, any Product(s) (except Indexed Funds and any Product with a maturity period of more than ten years) outstanding on such termination date may continue to be outstanding, transferred, liquidated, terminated, expire, and/or mature in accordance with their respective terms, and Licensee may continue to use the Index and Marks in connection with such outstanding Product(s) during such post-termination period. Licensee shall cease all other use of the Index and the Marks and Licensee is prohibited from marketing or otherwise promoting the Product(s) in question. The foregoing is subject to Licensee's compliance with all other terms and conditions contained in the Agreement and this Order Schedule (including Licensee's continued payment of fees). Licensee shall notify S&P in writing of all Products outstanding within thirty (30) days following termination of the applicable Order Schedule; thereafter, Licensee shall notify S&P in writing of termination of the applicable Product(s) within thirty (30) days of termination of such Product(s). This paragraph shall survive the termination of this Order Schedule.

EXHIBIT D**FEES**

1. **License Fees.** Licensee shall pay to S&P the following fees:

The fee waiver set forth herein is contingent on the license to S&P U.S. index (Service Code 1000) and S&P/ASX index (1005) provided pursuant to, and delivered via Bloomberg and SFTP in accordance with, the Pricing Schedule dated as of 1st of July 2022 (S&P internal contract # S00088298.0) by and between the parties hereto remaining active. Should that Pricing Schedule terminate for any reason, this Order Schedule shall immediately terminate as well.

2. **Distribution Fee:** Not applicable as of the Commencement Date of the Pricing Schedule
Specify vendor: N/A
Specify Index(es): N/A

3. **Reporting.** Licensee shall report to S&P the following details related to each Product within thirty (30) days of the issue date of such Product and quarterly in arrears thereafter: (i) type of Product(s) issued/traded (per the classifications on Exhibit B); (ii) each Index used in relation to the Product; (iii) notional or principal value as of the issue date / average daily assets under management (as applicable); (iv) term to maturity (as applicable); (v) trade/issuance date(s); (vi) as available, Tickers, CUSIP, ISIN, SEDOL numbers and/or other uniform identifier; and (vii) any other information S&P reasonably requires. Licensee shall submit all reports outlined in this Section to S&P in the same manner as Informational Materials as described in Section 6 of the Agreement and Section 10 hereof.

4. **Late Reporting/Payment.** S&P may assess and charge Licensee interest at a rate up to one percent (1%) or the maximum amount allowable under applicable law per month ("Interest Amount") on all amounts due and not paid within the payment period set forth in Section 1 above and/or Section 5 below until the date of Licensee's full payment of all amounts outstanding hereunder until the date of Licensee's full payment of all amounts outstanding hereunder. In addition, to the extent that S&P is unable to invoice Licensee for any amounts due under this Order Schedule as a result of Licensee's failure to timely report as required under Section 3 above, S&P may charge an Interest Amount on all sums due under such delinquent reports which Interest Amount shall apply from the date on which such reports were originally due through the date on which all corresponding fees are paid. Licensee's failure to report and/or pay any amount when due and payable in accordance with the Agreement and this Order Schedule shall constitute a material breach of the Agreement and this Order Schedule.

5. **Payment Terms.** All fees, interest and other payments due to S&P hereunder are payable by Licensee within thirty (30) days of the date of an invoice from S&P and are exclusive of any value-added, sales, use and similar taxes and delivery costs, as applicable.

6. **Confidentiality.** The parties agree that the fees set forth in this Exhibit D shall be considered "Confidential Information" for purposes of Section 12(C) of the Agreement.

7. **Fee Increases.** S&P reserves the right to increase its fees under this Order Schedule effective on the anniversary of the Commencement Date by providing at least sixty (60) days advance written notice to Licensee prior to the expiration of the Term then in effect.

8. **Licensee Billing Contact:**

Attn: Michal Škoda

Tel: +420 224 413 567

Email: Michal.Skoda@cnb.cz

Address: Na Příkopě 864/28, 115 03 Praha 1

S&P

