

**TSX INC.**  
**MARKET DATA SERVICES AGREEMENT**

This agreement (the "Agreement") dated as of the 24 day of November, 2022

between TSX Inc.  
(hereinafter called the "TSX")  
and

CZECH NATIONAL BANK (hereinafter called the "Customer").

Customer Name: CZECH NATIONAL BANK

Customer Address: Na Prikope 864/28

Street

Suite

Prague

City

State/Province

Czech Republic

115 03

Country

Zip/Postal Code

Name and Title of Individual Signing: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address to which invoices and notices will be sent if different from above:

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Street

Suite

City

State/Province

Country

Zip/Postal Code

Name and Title of Billing Contact: [REDACTED]

Telephone Number: [REDACTED] Facsimile Number: \_\_\_\_\_

E-mail: [REDACTED]

WHEREAS TSX Inc. (the "TSX") owns and maintains a series of databases (the "Trading Databases") containing information with respect to the trading of securities listed on TSX and other information concerning financial instruments (collectively, the "Market Data").

AND WHEREAS certain of the Market Data is obtained from third parties, including affiliates of TSX, who provide information to TSX for dissemination by TSX pursuant to the terms of this Agreement (the "Third Party Contributors").

AND WHEREAS subject to the terms and the conditions hereof, TSX is prepared to: licence access to the Trading Databases through systems developed and maintained by TSX and to license the use of the Market Data provided through the facilities of TSX directly or indirectly to one or more Authorized Users appointed by Customer.

In consideration of the premises and agreement herein contained, TSX and Customer agree as follows:

**1. DATA AND TRADING DATABASES COPYRIGHTED**

Customer understands and acknowledges that TSX, and/or each of the applicable Third Party Contributors, has a proprietary interest in the Trading Databases and the Market Data that originates from TSX (or its Third Party Contributors) and that the same is not within the public domain. TSX also asserts *sui generis* rights in the Trading Databases. Any Market Data provided directly or indirectly to the Customer by TSX pursuant to this Agreement is protected by copyright (both on its own and as a compilation) and all other applicable intellectual property rights, and as such, Customer's use of the Market Data is subject to the limitations set out in this Agreement.

**2. FEES**

- a) Customer shall pay to TSX the respective fees set forth in the applicable Exhibit "A" attached. TSX reserves the right to change or alter any pricing structures at any time upon thirty (30) days notice to the Customer and the Customer agrees to pay such other amount as may be specified.
- b) Fees are due and payable within thirty (30) days of the date of invoice. After thirty (30) days, the amount of the invoice shall be subject to interest at the rate of one and one half percent (1.5%) per month on any portion thereof from the date of the invoice until payment is received in full.

**3. DATA NOT GUARANTEED**

- a) No Warranties – With the exception of TSX's WARRANTY of ownership and its respective obligation of indemnification in Section 4(c), infra, the Customer agrees that TSX makes no representations, warranties or conditions, express or implied, with respect to the content of the Trading Databases, or the Market Data furnished to Customer, including, but not limited to, implied warranties or conditions of merchantability, quality and fitness for a particular purpose and those arising by statute or otherwise in law or from the course of dealing or usage of trade.
- b) No Guaranty – TSX does not guarantee the timeliness, sequence, accuracy or completeness of the Market Data contained in the Trading Databases or other market information or messages disseminated by TSX to Customer. TSX will not be liable in any way to Customer or to any other person for:
  - i) any inaccuracy, error or delay in, or omission of, (A) any such Market Data, information or message or (B) the transmission or delivery of any such Market Data, information or message, or
  - ii) any loss or damage arising from or occasioned by (A) any such inaccuracy, error, delay or omission (B) non-performance, or (C) interruption in any such Market Data, information or message, due either to any negligent act or omission by TSX or "force majeure" (i.e. flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communication or power failure, equipment or software malfunction) or any other cause beyond reasonable control of TSX.
- c) Limitation of Liability – TSX's obligations and all of its liability in respect of, arising from or otherwise in connection with this Agreement, whether based in contract, tort (including negligence) or other conduct whatsoever, shall be limited, in the aggregate, to the fees paid by the Customer under this Agreement during the one (1) month period immediately preceding the date that the cause of action arose.

#### 4. TSX WARRANTY

- a) TSX represents, warrants and covenants that it is either the exclusive owner of Market Data and of all intellectual and proprietary rights in Market Data or that it has obtained by grant of license or otherwise the right to furnish receipt of the Market Data to third parties, and has full power and authority to grant the rights granted in this Agreement. Subject to Section 4(d), TSX shall indemnify and hold Customer, its officers, directors, employees and agents harmless from and against any loss, costs, liability and expense including reasonable legal fees, arising out of any breach or claimed breach of this representation, warranty and covenant.
- b) TSX represents, warrants and covenants that Market Data and the use of Market Data as permitted by this Agreement does not and will not infringe upon or violate the proprietary rights of any third party which proprietary rights include, without limitation, patents, copyright, trademarks and trade secrets.
- c) Subject to Section 4(d), TSX shall indemnify, and hold harmless and defend Customer, its officers, directors, employees and agents, against any loss, costs, liability and expense, including reasonable legal fees, for infringement of any proprietary rights of any third party. TSX shall, at its own expense, defend or settle any claim or proceeding brought against Customer by any third party alleging that Market Data or the use of Market Data as permitted by this Agreement constitutes an infringement of any proprietary right, provided that TSX is notified promptly in writing of such claim and is given the opportunity to have sole control for the defence of any action on such claim and all negotiation for its settlement. TSX shall pay all damages and costs awarded against Customer in such action or proceedings, and shall pay reasonable legal fees of Customer, but shall not be responsible for any costs, expenses, or compromises incurred or made by Customer without TSX's prior written consent.
- d) The indemnification obligations in Section 4(a) and (c) in regard to Customer's receipt of or use of Third Party Contributor Data (as defined below) are expressly subject to Customer complying with all terms and conditions applicable to Customer's receipt of or use of the Third Party Contributor Data, including this Agreement and any terms and conditions of the Third Party Contributor.

#### 5. TSX INDEMNITY

The Customer shall indemnify and hold harmless and defend TSX, Third Party Contributors, and their members, directors, managers, officers, employees and agents from and against any and all suits, proceeding at law or in equity, and any or all liability, loss or damage, including reasonable solicitor's fees, arising out of or in connection with any claim made by any person, firm or corporation in respect of delays in providing, errors in, or omissions from any Market Data obtained from TSX, or the transmission or delivery thereof, or the failure to supply any of the said data to the Customer.

#### 6. LICENSE

- a) Subject to the terms and conditions of this Agreement, TSX grants to the Authorized User(s) appointed by Customer in accordance with Exhibit "A" attached, a personal, non-exclusive, non-transferable license (the "License") for the term of this Agreement to use the Market Data, solely for Customer's own internal business purposes.
- b) Without limiting the generality of the foregoing and provided the applicable license fees have been paid by Customer, Authorized User may:
  - i) Store the Market Data in one or more Customer databases accessible by Customer employees contractors, and Application Service Providers (ASP's) identified in the Exhibit "A" attached only;
  - ii) Use and reproduce the Market Data for internal business purposes consistent with this Agreement, including interrogation, retrieval, analysis, manipulation, recompilation, and report preparation;
  - iii) Use and reproduce the Market Data for Customer's own business applications, information, reports, presentations, analytics, formulae, graphs, algorithms and other uses and publications which incorporate, utilize or display Market Data;
  - iv) Subject to the use of proper TSX copyright and other notices specified in subsection 6(d), provide excerpts from the Market Data, in any medium or format (including orally, in writing, electronically or otherwise) to Customer's own clients as part of a report.
- c) Except as specifically permitted by this Agreement, neither Authorized User nor Customer may:

- i) Reproduce or redistribute unprocessed/raw data portions of the Market Data to any third party, or otherwise engage in the systematic retransmission or commercialization of the Market Data;
  - ii) Distribute the Market Data in any form of service for which end users pay periodic or usage based fees for access to the Market Data;
  - iii) Authorize end users to do anything that Customer is not permitted to do under this Agreement; or
  - iv) Use the Market Data in any manner other than as expressly permitted by this Agreement.
- d) In using the Market Data in its reports, Customer shall cause each screen display (if the report is in electronic form) and each copy transferred to an end user to bear TSX's proprietary and copyright notice, with the appropriate year, as set forth below:

Source: TSX © Copyright [Year] TSX Inc. All Rights Reserved.

- e) For the purposes of this Agreement: "Authorized User" means the Customer employee(s) or contractor(s) licensed to use the Market Data as provided in Section 6 hereof, and as described in Exhibit "A" attached, which sets out Customer's subscription level.

#### **7. THIRD PARTY CONTRIBUTOR DATA**

- a) Customer acknowledges and agrees that certain of the Market Data may be provided by Third Party Contributors (the "Third Party Contributor Data").
- b) Customer covenants for the benefit of TSX and each Third Party Contributor, that Customer shall not make any claim, pursue any action or make any demand against any Third Party Contributor in respect of this Agreement or related to the Market Data irrespective of the cause of such claim, action or demand, including but not limited to breach of contract, tort (including negligence), breach of statutory duty or any other legal theory and, for greater certainty, no Third Party Contributor shall be liable for any loss or damage suffered by Customer as a result of any act or failure to act (including wilful misconduct or negligence) by such Third Party Contributor, including any direct, indirect, special, incidental or consequential loss, damage, injury, cost or expense, loss of profits or revenue, failure to realize expected profits, revenue or savings or other commercial or economic loss, damage or injury, even if advised of the possibility of same.
- c) The terms set forth at <https://www.tmxinfoservices.com/terms/third-party> (the "Third Party Contributor Terms") are hereby incorporated by reference into the Agreement. TSX may make changes to the Third Party Contributor Terms from time to time where required by Third Party Contributors or in the reasonable discretion of TSX. Unless otherwise noted by TSX, changes to the Third Party Contributor Terms will become effective 30 days after notice is provided to Customer, except if the changes apply to a new Third Party Contributor, in which case they will be effective immediately after the revised Third Party Contributor Terms are posted to a URL referenced in this Agreement.

#### **8. EFFECTIVE DATE AND TERMINATION**

Upon its execution by each party, this Agreement becomes effective as of the date first above written. This Agreement continues in effect until terminated as provided in this Section 8:

- a) Either Customer or TSX may terminate this Agreement upon not less than ninety (90) days written notice to the other; or
- b) Either Customer or TSX may terminate this Agreement upon thirty (30) days written notice to the other in the event that either party is in breach of any material provision of this Agreement and that such breach has not been cured by the party in default within the thirty (30) day notice period.
- c) In addition to the foregoing termination rights, termination for any reason of TSX's right to distribute any Third Party Contributor Data will terminate this Agreement solely with respect to such Third Party Contributor Data, as at the date that TSX ceases to distribute such Third Party Contributor Data. TSX will provide Customer with such prior written notice as is reasonably practicable of any such termination.
- d) Upon termination of this Agreement for whatever reason, Customer shall immediately cease any and all use of the Market Data and, except to the extent they are required to retain the Market Data under applicable laws or regulations, will destroy all Market Data and any and all copies or extracts thereof and provide TSX with written certification of compliance with this paragraph signed by a senior officer of Customer.

**9. ENTIRE AGREEMENT**

This Agreement, including the terms located at a URL referenced in this Agreement, and all exhibits attached hereto constitutes the entire agreement between TSX and the Customer with respect to licence for access to the Trading Databases and the licenced use of the Market Data and is subject to any permitted changes or alterations of which TSX gives the Customer due notice in accordance with the provisions thereof. After the effective date of the Agreement, TSX may provide an updated URL in place of any URL in this Agreement.

**10. ASSIGNMENTS**

Customer may not assign this Agreement, in whole or in part, without the written consent of TSX. The rights and obligations of TSX hereunder may be assigned by it at any time without the prior written consent of the Customer.

**11. AMENDMENTS**

This Agreement may only be amended by the parties in writing, by an amendment signed by duly authorized representatives of each of the parties.

**12. CONFIDENTIAL INFORMATION**

The terms and conditions of this Agreement will be deemed to be the Confidential Information of each party and, except as required to be disclosed by law, will not be disclosed without the consent of the other party.

**13. NOTICE**

Any notices required or permitted to be given herein shall be given to the parties in writing by overnight courier, registered or certified mail or electronic mail at the addresses set forth in this Agreement or to such addresses as the parties may hereafter substitute by written notice given in the manner prescribed in this Section 13 and shall be deemed to have been received on the business day following the dispatch.

**14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

Accepted By:

CUSTOMER

[Redacted signature area]  
(Authorized signing officer)

Name: Jan Schmidt Zdeněk Víršup  
EXECUTIVE DIRECTOR EXECUTIVE DIRECTOR

Title: \_\_\_\_\_

Date: 16-11-2022

TSX INC.  
EY Tower  
300-100 Adelaide Street West  
Toronto, ON M5H 1S2

By: [Redacted signature area]  
(Authorized signing officer)

Name: Gavin Morris  
(Please print)

Title: Director

Date: 11/24/2022

This agreement is not binding until accepted by TSX Inc.

**ČNB** ČESKÁ NÁRODNÍ BANKA  
Na Příkopě 28, 115 03 Praha 1  
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TMX Exhibit A to the TSX Inc. Market Data Services Agreement for receipt and use of  
S&P/TSX Equity Index Data dated:

November 24, 2022

Between TSX, Inc. and

Czech National Bank

Name of Customer (Company Name)

**Service Address** (location as which Services are received)

Na Prikope 864/28,

Street Address

115 03 Prague 1, Czech Republic

City

State

Postal Code

Country

Contact Name

Phone Number

Fax Number

Email Address

**Billing Address** (if different from above)

Na Prikopě 864/28

Street Address

Prague

115 03

Czech Republic

City

State

Postal Code

Country

Contact Name

Phone Number

Fax Number

Email Address

### 1. Customer Contact Information

Please provide contact information for one **main** contact regarding the Documentation and Service.

Main ☐      Technical ☐      Reporting ☐      Other ☐

[REDACTED]	Financial analyst
First Name	Title

115 03 Prague 1, Czech Republic
Street Address

115 03 Prague 1			Czech Republic
City	State/Prov	Postal Code	Country

[REDACTED]		[REDACTED]
Phone #	Fax #	Email

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### 2. Locations to be covered by this agreement

<input type="checkbox"/> Canada	<input type="checkbox"/> India
<input type="checkbox"/> United States	<input type="checkbox"/> Asia
<input checked="" type="checkbox"/> Europe	<input type="checkbox"/> Other (please specify) _____

### 3. Customer Affiliates

Provide the name and address of each Customer Affiliate which is to be covered by this agreement.

Customer Affiliate(s): (incl. Full Company Name and Address)	Relationship:

#### 4. End User Subscription Options

Index: S&P/TSX Composite Index

Data: End of Day Levels, Constituent & Weight and Index Notice Service

#### Vendors

☒ Bloomberg\_\_\_\_\_

☒ TSX\_\_\_\_\_

#### Additional Terms & Conditions - Type of Data / Use

The data will be used for managing of our CAD equity portfolio. We will passively replicate index S&P/TSX Composite Index (BBG Ticker: SPTSX Index). The data will be used both for trading and internal reporting about the portfolio.

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#### 5. Sedol and Cusip Licensing Requirements

Where the data is provided via TSX, a license must be in place with the LSE and/or S&P in order to receive Sedol and/or Cusip Identifiers in the requested files. Where no license is in place, files without the identifiers will be provided.

SEDOL license in place with LSE*	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
CUSIP License in place with S&P*	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

*\*TMX is required to verify with LSE and S&P to verify a license is in place prior to providing access to the data*

**\*Applicable Fee in CANADIAN Dollars (monthly) for December 2022 & January 2023: \$0.00**  
**\*Applicable Fee in CANADIAN Dollars (monthly) for February 2023 and thereafter: \$3,675.00**

*\*Subject to change per the Terms and Conditions in the TSX Inc. Market Data Services Agreement*

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#### 4. Product Description

Customer may access one or more of the following Products described below. Service updates are generally available daily via TSX's electronic service and/or via select third-party vendors unless otherwise advised.

**(1) Index Fund Support:** TSX's email-based service that provides changes to indices before the effective date of the change. This service includes Index Notices, Quarterly Update file, and the S&P/TSX Index Report.



**(2) S&P/TSX Index File:** The service that updates index-level information related to all Canadian based S&P/TSX Equity Indices, excluding any global indices, on a daily basis.

**(3) S&P/TSX Stock File 1:** The service that updates constituent-level information related to the S&P/TSX Composite Index on a daily basis.

**(4) S&P/TSX Stock File 2:** The service that updates constituent-level information related to the S&P/TSX 60 Index, the S&P/TSX Completion Index, the S&P/TSX SmallCap Index, the S&P/TSX Composite Equal Weight Index, the S&P/TSX 60 Equal Weight Index, the S&P/TSX Equal Weight Diversified Bank Index, S&P/TSX Equal Weight Oil & Gas Index, S&P/TSX Equal Weight Industrials Index and the S&P/TSX Capped Sector Indices, on a daily basis.

**(5) All Files and Notices for S&P/TSX Equity Index Data:** The service that updates index level and constituent-level information related to all the S&P/TSX equity indices on a daily basis. This service also includes access to the Index Notice.

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## **5. Use and Restrictions on Use**

(1) Notwithstanding anything to the contrary in the Agreement or herein, except subject to the restriction included below in (2), Customer may, as part of and in the ordinary course of its internal operations, provide and distribute (orally, in writing, electronically or otherwise) on an infrequent, occasional and incidental basis, to its own clients only and on a no-charge basis only, information, reports, presentations and other publications that utilize and display minor amounts of information or data from the services subscribed to hereunder without prior written consent from and without payment of additional fees to TSX, provided, however: (i) Customer shall give appropriate credit to TSX as the source of the data and information; (ii) Customer includes an appropriate disclaimer of liability on behalf of TSX or its Third-Party Contributors generally in relation to the information and the context from which it is drawn. Customer shall provide TSX with copies of sample materials distributed by Customer upon TSX's request.



(2) Notwithstanding anything to the contrary herein, neither Customer or Customer Affiliates shall use any of the S&P/TSX Indices or any information related thereto as a component of any product or financial instrument or any index to be developed, marketed, maintained, calculated and/or promoted by Customer, including, by way of example and without limitation, any indexed money fund based on any of the S&P/TSX Indices in whole or in part, or to use or refer to any S&P or TSX marks (including, without limitation, "TSX®", "Toronto Stock Exchange®" "Standard & Poor's®", "S&P®") in relation to any S&P /TSX indices in connection with the distribution, marketing or promotion of any product or financial instrument or index. Customer agrees and understands that any such use requires a separate license agreement from S&P.

(3) The Global Industry Classification Standard ("GICS") was developed by and is the exclusive property and a service mark of MSCI Inc. ("MSCI") and Standard & Poor's Financial Services LLC ("S&P"). Neither MSCI, S&P, nor any other party involved in making or compiling the GICS or any GICS classifications makes any express or implied warranties or representations with respect to such standard or classification (or the results to be obtained by the use thereof), and all such parties hereby expressly disclaim all warranties of accuracy, completeness, merchantability and fitness for a particular purpose with respect to any of such standard or classification. Without limiting any of the foregoing, in no event shall MSCI, S&P, any of their affiliates or any third party involved in making or compiling the GICS or any GICS classifications have any liability for any direct, indirect, special, punitive, consequential or any other damages (including lost profits) even if notified of the possibility of such damages.

(4) The S&P/TSX Index data ("Index") is a product of S&P Dow Jones Indices LLC and TSX Inc. and has been licensed for use by Customer. All rights reserved. S&P® is a registered trademark of S&P. Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow

Jones"). TSX® is a registered trademark of TSX Inc. Neither S&P Dow Jones Indices LLC, S&P, Dow Jones, TSX Inc., their affiliates nor their third party licensors 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 none such entities shall have any liability for any errors, omissions, or interruptions of any index or any data related thereto.

For general questions regarding procedures, policies, pricing, etc., please contact TSX Datalinx Services at marketdata@tmx.com or phone 416-947-4778.

Customer Signature:		
Date Completed:	16-11-2022	Name: Jan Schmidt Zdeněk Víršup Title: EXECUTIVE DIRECTOR EXECUTIVE DIRECTOR
TSX Inc Signature:		
Date Completed:	11/24/2022	Name: Gavin Morris Title: Director

**CNB** ČESKÁ NÁRODNÍ BANKA  
Příspěvková organizace  
Mělník 28, 115 03 Praha 1

