

S&P Global
Market Intelligence

PRICING SCHEDULE

Subscriber: Ceská Národní Banka
Address: Na Prikope 28 Prague 1 11503 Czech Republic
Sales Representative: Tamila Mamirova
Internal Contract Number of the Master Subscription Agreement: 00006674.0
Effective Date of the Master Subscription Agreement: January 1, 2011

Internal Contract Number of this Pricing Schedule: 00838922.0
Commencement Date of this Pricing Schedule: January 1, 2018
Initial Term of this Pricing Schedule: January 1, 2018 through December 31, 2018

Notwithstanding anything to the contrary in the Agreement or the Attachment, the following renewal, notice, fee increase and related termination provisions shall control. This Pricing Schedule shall not automatically renew and agreement of the parties shall be required to renew. Such agreement to renew this Pricing Schedule for a further period of one (1) year (or such other period as set forth in a Renewal Invoice (as defined below)) commencing immediately upon expiration of the then-current term of this Pricing Schedule, shall be evidenced by (i) S&P's issuance of an invoice which may include a fee increase (a "Renewal Invoice") and (ii) Subscriber's subsequent payment of such Renewal Invoice.

S&P may send the Renewal Invoice via email or regular mail approximately forty-five (45) days in advance of the expiration of any term. If Subscriber fails to pay the Renewal Invoice by the expiration date of the then-current term of this Pricing Schedule or thirty (30) days following the Renewal Invoice date, whichever is later, then this Pricing Schedule terminates.

Notwithstanding anything to the contrary, during any period that extends beyond the expiration date of the then-current term a) if Subscriber provides written notice to S&P of its intent not to renew the term of this Pricing Schedule (such notice may be sent via e-mail), S&P may suspend delivery of the Services. In such event, Subscriber shall be liable for payment of a prorated portion of the fees for the Services (based on the rate previously in effect) until the effective date of such suspension; and b) Subscriber shall be subject to the terms and conditions of this Pricing Schedule and the Agreement during such period.

1. CONTRACT DESCRIPTION FOR SERVICE: [FOR RENEWALS AND CANCELS ONLY]RD SOVEREIGNS & INTERNATIONAL PF

Authorized Use: User Based
 Service/Product Code: RQV
 Incremental User Rate (Per 12 months period): Failure to state an Incremental User Rate herein does not mean such rate is not in place, but may be set forth in a separate Pricing Schedule or related document.
 Authorized Unit/License Type: Authorized User(s); Authorized Department(s)
 Description of Authorized Sites/Depts: 2 users
 Number of Authorized Units/Users: 2
 Delivery Method: S&P Capital IQ Website, No

 Commencement Date of Services Attachment: January 1, 2018
 Internal Contract # of Services Attachment: 00838923.0
 Services Attachment Name: Desktop Services Attachment

2. CONTRACT DESCRIPTION FOR SERVICE: [FOR RENEWALS AND CANCELS ONLY]RD FINANCIAL INSTITUTIONS (W/ INSURANCE)

Authorized Use: User Based
 Service/Product Code: RQF
 Incremental User Rate (Per 12 months period): Failure to state an Incremental User Rate herein does not mean such rate is not in place, but may be set forth in a separate Pricing Schedule or related document.
 Authorized Unit/License Type: Authorized User(s); Authorized Department(s)
 Description of Authorized Sites/Depts: 2 Users
 Number of Authorized Units/Users: 2
 Delivery Method: S&P Capital IQ Website, No

 Commencement Date of Services Attachment: January 1, 2018

Internal Contract # of Services Attachment: 00838923.0
Services Attachment Name: Desktop Services Attachment

Fees: Year 1:€19,392.37
Plus postage, handling and sales tax, if applicable.

Additional Terms and Conditions:

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

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

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

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

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

3. Notwithstanding anything to the contrary in the Agreement or the applicable Attachment, the following terms shall apply, as relevant, to the Services licensed hereunder:

3.1. Authorized Use:

3.1.1. User Based. If User Based is identified as the Authorized Use, the Services shall be licensed on a per Authorized User basis. The maximum number of Authorized Users through which Subscriber accesses the Services shall not exceed the aggregate number of Authorized Users set forth above.

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

Special Instructions:

- S&P shall bill the above referenced fees on a(n) annual basis in advance.
- This Pricing Schedule terminates and replaces the following agreement(s) executed between the parties: SA, PS.

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

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

If to Subscriber: Na Prikope 28 Prague 1 11503 Czech Republic Attn: Aneliya Kovacheva aneliya.kovacheva@cnb.cz

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

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

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of this Pricing Schedule (including the applicable Attachment(s) associated herewith). This section shall survive termination of the Pricing Schedule.

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

[The remainder of this page is intentionally left blank. Signatures are on the following page.]

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

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

ACCEPTED AND AGREED TO BY:

Ceská Národní Banka

Signature:

Date:

Name:

Title:

Email:

Jan Schmidt

Zdenek Vrusis

Executive Director

Executive Director

S&P Global Market Intelligence

Signature:

Date:


Name:

Title:

DEC 28 2017

Lin Gan

Authorized Signer


Ceska Narodni Banka
Na Prikope 15, 115 03 Praha 1
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**SERVICES ATTACHMENT TO THE MASTER SUBSCRIPTION AGREEMENT
DESKTOP PRODUCTS AND SERVICES**

This Services Attachment (this "Attachment") and the accompanying Pricing Schedule(s) entered into by and between Subscriber and S&P (each as set forth in the accompanying Pricing Schedule), is issued pursuant to and incorporates by this reference the terms and conditions (unless expressly modified herein) set forth in the Master Subscription Agreement with the Effective Date stated below (the "Agreement") by and between the parties to the Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

Commencement Date of this Services Attachment: January 1, 2018

Internal Contract Number of this Services Attachment: 00838923.0

Client under the Master Subscription Agreement: Czech National Bank

Effective Date of the Master Subscription Agreement: January 1, 2011

Internal Contract Number of the Master Subscription Agreement: 00006674.0

1. **Description of Services.** For purposes of this Attachment, all references herein to "Services" shall mean the products and services or any successor or replacement products and services (including any functionality, data, tools and/or capabilities) or any content set or product package a part thereof as more specifically identified in the relevant Pricing Schedule(s).

2. **Use and Restrictions on Use.**

2.1. Except as expressly permitted in this Attachment or in an applicable Pricing Schedule, Authorized Users located in the territory and within the Authorized Unit may access and use the Services internally. Sharing of user IDs/passwords and simultaneous access via the same user ID/password is prohibited. S&P reserves the right to withhold or withdraw a password to any Authorized User of the Services in its sole business judgment.

2.2. Subject to the terms and conditions set forth in this Attachment and unless otherwise set forth in an applicable Pricing Schedule, Subscriber, as part of and in the ordinary course of its internal operations, may provide and distribute on a no-charge basis, to its customers and prospective customers, information, reports, presentations and other publications (individually and collectively, "Subscriber Materials") that display de minimis amounts (both in terms of the amount of material from the Services and the proportionate amount of such material used within the Subscriber Materials) of information or data from the Services ("Excerpts") without prior written consent from and without payment of additional fees to S&P. Notwithstanding the foregoing, any Excerpts that include S&P ratings, credit scores and probability of default content shall a) only be provided in Subscriber Materials on an infrequent, occasional, incidental basis in non-manipulable format only and b) not be used for regulatory reporting. For the avoidance of doubt, Subscriber Materials that contain Excerpts may not be made available via a public website.

2.3. Subscriber shall (a) provide appropriate credit to S&P as the source of the Excerpt and include the following copyright notice "Copyright © 201*, S&P Global Market Intelligence (and its affiliates, as applicable)"; and (b) include in a clear and conspicuous manner, the Disclaimer Notice set forth below (or a substantially similar notice) on behalf of S&P, its affiliates and their suppliers on all Subscriber Materials containing Excerpts. Subscriber shall comply with S&P's reasonable requests to update the Disclaimer Notice. Subscriber shall provide S&P with copies of sample Subscriber Materials that contain Excerpts upon S&P's request. Disclaimer Notice:

"Reproduction of any information, data or material, including ratings ("Content") in any form is prohibited except with the prior written permission of the relevant party. Such party, its affiliates and suppliers ("Content Providers") do not guarantee the accuracy, adequacy, completeness, timeliness or availability of any Content and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such Content. In no event shall Content Providers be liable for any damages, costs, expenses, legal fees, or losses (including lost income or lost profit and opportunity costs) in connection with any use of the Content. A reference to a particular investment or security, a rating or any observation concerning an investment that is part of the Content is not a recommendation to buy, sell or hold such investment or security, does not address the suitability of an investment or security and should not be relied on as investment advice. Credit ratings are statements of opinions and are not statements of fact."

2.4. Subscriber acknowledges and agrees that recipients of Excerpts may not further distribute such Excerpts. In furtherance of the foregoing, Subscriber shall provide S&P reasonable support, which shall include, upon S&P's request, immediately ceasing distribution of Excerpts to any such recipient that has engaged in such further distribution.

2.5. Authorized Users may have the capability to download data and information from the Services for use in accordance with the terms of this Attachment. Each Authorized User may download data and information from the Services to a desktop/computing device used solely for such Authorized User's individual use and not for any centralized, interdepartmental or shared use. Once downloaded to an Authorized User's desktop/computing device, such data or information is prohibited from being uploaded, copied, transferred to, stored or managed in any device, directory, database or other repository that could be shared or can be accessed by others (e.g., the download functionality may not be used to populate master security databases). If such downloads are reasonably deemed by S&P to be excessive, S&P may modify the terms of the license granted hereunder based on such download activity.

2.6. The Services may contain functionality and provide Authorized Users with, among other things, the ability to modify certain data, content and materials from the Services and/or to access certain applications ("Applications") that allow Subscriber to generate output from such use (the "Output"); and Subscriber may otherwise modify data, content or materials from the Services. Subscriber shall ensure that such modified data/content/materials or Output does not identify S&P as the source and shall remove any S&P branding or trademarks in connection with any use thereof. Subscriber acknowledges that any modified data/content/materials, including Output generated from use of the Applications may differ significantly from any product or service of S&P or its affiliates that may appear similar, including, without limitation, credit scores and ratings. Any modified or derived data/content/materials or Output shall be solely for Subscriber's internal use.

2.7. To the extent received via the Services, the following products shall be for internal use only, shall not be modified, and shall not be disseminated or disclosed to any individual who is not an Authorized User hereunder: (a) industry classifications, including Global Industry Classification Standard (GICS) data; (b) Money Market Directory (MMD) data or information; and (c) market data and information provided by exchanges. Subscriber agrees to any additional terms and conditions as may be amended from time to time, as set forth in the Pricing Schedule.

2.8. Authorized Users may access, via hyperlink, RSS feed or other media, additional S&P products or other third party material via the Services. S&P, its affiliates, and their suppliers are not responsible for the content of any such products or material that Subscriber may access via the Service(s) and shall not be subject to any damages or liability arising from Subscriber's access to or use thereof.

2.9. Authorized Users may be given the capability of storing Subscriber information at an S&P computer facility or at a third-party computer facility utilized by S&P. If Subscriber utilizes such storage capability, S&P will use reasonable efforts to provide security consistent with industry standards for such information. While S&P will use reasonable efforts at Subscriber's request to assist in the recreation of Subscriber information, it is the sole responsibility of Subscriber to maintain comprehensive back-up/duplicate files elsewhere and S&P will not have liability for any such loss. Subscriber is prohibited from using any data mining robots or similar data gathering or extraction methods or tools in connection with Subscriber's access or use of the Services.

2.10. Notwithstanding anything in this Attachment or the Agreement to the contrary, Subscriber shall not use the Services, in whole or in part in any manner that competes with S&P or in a manner that would serve as a substitute for a separate license from S&P.

3. **Complete Agreement.** This Attachment and the accompanying Pricing Schedule(s) and Agreement supersede all previous agreements between the parties with respect to the Services specified in the accompanying Pricing Schedule(s) and its subject matter. Where Subscriber and S&P are not parties to the Agreement, Subscriber and S&P, respectively, each expressly acknowledge and agree that, by entering into this Attachment and the accompanying Pricing Schedule, each 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 among the terms of the Agreement, the Attachment or the Pricing Schedule, the terms of the foregoing documents shall control in the following order: the Pricing Schedule, the Attachment and the Agreement.