

**CORPORATE SUBSCRIPTION SITE LICENCE – ORDER FORM**

<b>Start Date</b>	26 <sup>th</sup> March 2018
<b>End Date</b>	25 <sup>th</sup> March 2019
<b>Licensor</b>	<b>Infopro Digital Services Limited</b>
<b>Subscriber</b>	<b>Czech National Bank</b>
<b>Invoicing Contact:</b>	<b>Mr Martin Vitu</b> <b>Czech National Bank</b> <u><a href="mailto:martin.vitu@cnb.cz">martin.vitu@cnb.cz</a></u>
<b>Subscriber contact:</b>	<b>Mr Martin Vitu</b> <b>Czech National Bank</b> <u><a href="mailto:martin.vitu@cnb.cz">martin.vitu@cnb.cz</a></u>
<b>Sales contact at Infopro Digital:</b>	<b><u>Aaraa Javed</u></b> <b>Account Manager</b> <b>Telephone:</b> +44(0)207 316 9016 <b>Email:</b> <u><a href="mailto:Aaraa.javed@infopro-digital.com">Aaraa.javed@infopro-digital.com</a></u> Infopro Digital Limited 28-29 Haymarket   Haymarket House   London   SW1Y 4RX
<b>Agreement Number:</b>	<b>KA004778</b>
<b>Services:</b>	Central Banking Premium – 5 user agreement Risk.net Business – 2 user agreement Risk.net Premium – 1 user agreement
<b>Authorised Users:</b>	User detail to be provided and confirmed by Czech National Bank.
<b>Sites</b>	<i>Czech National Bank – Czech Republic</i>
<b>Annual fee for this licence:</b> <b>Billing dates:</b>	<b>€25,996.90</b>

Infopro Digital Services Limited and the Subscriber agree to this Order form and the Terms and Conditions, a copy of which is attached. Signed:

For Subscriber:

Signed: [Redacted]  
Name: Ing. Zdeněk Víršus Ing. Martin Harold  
Title: executive director director  
Date: 26.3.2018

For: Infopro Digital Services Limited:

Signed: [Redacted]  
Name: AARAA JAVED  
Title: Account Manager  
Date: 18/04/2018

## 1. DEFINITIONS

**You or Your:** The person, firm, corporation or other organisation entering into this agreement with us by accepting these terms. Where the context so requires, You or Your includes your Authorised Users.

**Us, We, or Our:** the company identified as Licensor on the Order.

**Affiliates:** in respect of any person to whom the term Affiliate refers a company, corporation or partnership or other business entity ("entity") which is directly or indirectly controlled by or under substantially common control with or controls (as the case may be) the person so referred to and for this purpose "control" means the power of an entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership, agreement or other document regulating the entity in question) that the entity's affairs are conducted in accordance with its wishes.

**Authorised Users:** those persons listed in the Order or such other persons as are agreed by the parties from time to time.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 6.

**Digital Materials:** the electronic materials described more fully in the Order under 'Services'

**Materials:** the Print Materials and Digital Materials.

**Order:** the order form completed and signed by the parties or other written confirmation setting out the particulars of the subscription We are to provide You.

**Print Materials:** the printed physical materials described more fully in the Order under 'Services'

**Services:** the provision of Materials.

**Subscriber Data:** The data input by you (and anyone authorised by you) for use in conjunction with the Materials.

**Subscription Fee:** The subscription fee for the Services to be provided under this agreement, as specified in our invoice relating to this agreement.

**Subscription Period:** The period in respect of which either (a) a Subscription Fee is payable for the Services, as specified in our invoice relating to this agreement or (b) a free trial is to operate as specified in writing by Us.

**Term:** the period starting from the Start Date and expiring on the End Date as set out in the Order;

**Your Sites:** All sites, offices and locations that you and we have agreed are covered by this agreement and are listed in the Order.

## 2. AUTHORITY AND LICENCE FOR USE OF DIGITAL MATERIALS

2.1 We authorise you and/or your Authorised Users to use the Digital Materials specified in the Order on a non-exclusive basis for the Term for which you agree to pay us the Subscription Fee save insofar as You and We have agreed that the Digital Materials will be provided without charge for a limited trial period in which case the balance of these Terms and Conditions shall be binding.

2.2 The Subscription Fee shall be paid to Us or such Affiliate of Ours as is specified in the Order save insofar as the Order provides that the Subscription Fee may be paid via a third party agent of Yours ("Third Party Agent"). In the event that payment is made via a Third Party Agent You shall indemnify Us and keep Us indemnified against any loss, damage, costs and expenses We suffer or incur as a result of any default by the Third Party Agent in making payment of the Subscription Fee in accordance with the terms of the Order as otherwise set out in this agreement.

2.3 The authorities and licences set out in clause 2.1 above and 3.1 below start when you enter into this agreement and end

- (a) if the Subscription Period expires without your agreeing to renew this agreement on the terms and Subscription Fee then applying; or
- (b) If this agreement is terminated under clause 8.

2.4 You and/Your Authorised Users may:

- (a) Search, view, copy and print out a single copy of material containing Digital Materials for your own use provided that such copies are not made available to any person who is not an Authorised User;
- (b) Access the Digital Materials while away from your principal place of work.

2.5 You shall not:

- (a) Attempt to duplicate, modify, disclose or distribute any portion of the Digital Materials except as expressly permitted in this Agreement and for the avoidance of doubt You may not facilitate the making available of the Digital Materials to anyone who is not an Authorised User; or
- (b) Host the Digital Materials (or any copy or copies thereof) on any server or other device or otherwise provide access to the Digital Materials (or any copy or copies thereof) except as expressly permitted in this Agreement

## 3. AUTHORITY AND LICENCE FOR USE OF PRINT MATERIALS

3.1 We authorise you to use the Print Materials specified in the Order on a non-exclusive basis for the Term or which you agree to pay Us the Subscription Fee save insofar as You and We have agreed that the Print Materials will be provided without charge for a limited trial period in which case the balance of these Terms and Conditions shall be binding.

3.2 You may copy the Print Materials for Your own internal use provided that such copies are not provided to any person who is not an Authorised User;

3.3 You shall not attempt to reproduce or distribute any portion of the Print Materials except as expressly permitted in this Agreement.

## 4. YOUR OBLIGATIONS

4.1 You will take all steps necessary to ensure that Authorised Users comply with the terms of use of the Services in this agreement and do not:

- (a) copy, print out or otherwise reproduce any Materials nor any material relating to part of the Services, except as permitted under this Agreement or authorised by us in writing;
- (b) make any part of the Materials or of the Services available to any third party other than the Authorised Users, except as permitted under this agreement or authorised by us in writing;
- (c) Alter any part of the Materials or Services; or
- (d) Purport to assign or otherwise dispose of your rights under this agreement.

4.2 You will take reasonable steps to ensure that nobody other than Authorised Users accesses the Materials or Services using accounts created with your username and password, including without limitation taking all necessary steps to ensure that no part of the Materials or Services is

accessible to an Authorised User after his or her employment by You ends. You will be required to co-operate with Our reasonable requirements from time to time in this regard.

4.3 You acknowledge and agree that we and our licensors own all intellectual property rights in the Materials. Except as expressly stated to the contrary, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Materials or any related documentation.

4.4 You are responsible for configuring your information technology, computer programs and platform in order to access the Services. Notwithstanding clause 5.2, you should use your own virus protection software.

4.5 In the event that You are unable to access the Digital Materials for a period exceeding 48 hours' duration You must inform Us no later than 7 days thereafter. We are unable to accept any liability in respect of loss and damage arising from any failure to comply with the foregoing requirement.

4.6 We reserve the right to suspend provision of the Services in the event that you fail to make payment of the Subscription Fee in accordance with the relevant invoice. In the event such right is exercised provision of the Services shall be restored on our receipt of full payment of the outstanding Subscription Fee.

4.7 We reserve the right to deploy analytics software to monitor the compliance of You and Your Authorised Users with the terms of this Agreement.

## 5. OUR OBLIGATIONS

5.1 We warrant that you will not infringe any third party intellectual property rights by using the Materials.

5.2 We will take reasonable steps to ensure that any data files we supply to you as part of the Service are virus-free.

5.3 We will use our best endeavours to ensure that Subscriber Data is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, your sole and exclusive remedy shall be that we use our best endeavours to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).

5.4 We will use our best endeavours to ensure that the Services are provided continuously and that access to our website is not interrupted by any event within our control. We will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom business hours.

5.5 We undertake to comply with applicable data protection law from time to time.

## 6. CONFIDENTIALITY

6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) Is or becomes publicly known other than through any act or omission of the receiving party; or

(b) Was in the other party's lawful possession before the disclosure; or

(c) Is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) Is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

6.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

6.3 Each party shall use its best endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed except in accordance with the terms of this agreement.

6.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (except, in our case, those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).

6.5 We acknowledge that the Subscriber Data is your Confidential Information.

6.6 This clause shall survive termination of this agreement, however arising, by two years.

## 7. DATA PROTECTION

The parties warrant that they will comply with the terms of the Data Protection Act 1998 (and any successor legislation).

## 8. ANTI-BRIBERY AND CORRUPTION

8.1 Each party shall comply with the Bribery Act 2010;

8.2 Without limitation to Clause 8.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

8.3 In this Clause 8, the expression 'adequate procedures' will be construed in accordance with the Bribery Act 2010 and documents published under it.

## 9. TAX EVASION FACILITATION PREVENTION

9.1 For the purposes of this Clause 9:

(a) the expressions 'Prevention Procedures', 'UK Tax Evasion Offence' and 'Foreign Tax Evasion Offence' will be construed in accordance with Part 3 of the Criminal Finances Act 2017 ('CFA 2017') and guidance published under it;

(b) Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;

9.2 You will ensure that You will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Us, of a:

(a) Corporate Failure to Prevent Offence;

(b) UK Tax Evasion Offence; or

(c) Foreign Tax Evasion Offence

in connection with the performance of the Services and this Agreement.

9.3 You will not solicit or engage with or take steps to solicit or engage with any person associated with Us to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and this Agreement.

9.4 You will pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by You in connection with the provision of the Services and this Agreement.

9.5 Without prejudice to Clause 9.2, You shall comply with Our Prevention Procedures as notified to You from time to time.

9.6 You warrant and represent that you have not:

(a) been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;

(b) received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or

(c) received any report (including a report from your auditors or any other person) or discovered any evidence suggesting that You have committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

9.7 You must immediately notify Us as soon as You become aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this Clause 9.

## 10. LIABILITY

10.1 This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

(a) Any breach of this agreement;

(b) Any use made by you of the Services or any part of them; and

(c) Any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this agreement.

10.2 Except as expressly and specifically provided in this agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

10.3 Nothing in this agreement excludes our liability:

(a) For death or personal injury caused by our negligence; or

(b) For fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.3 above:

(a) we shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and

(b) our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

10.5 Under this clause, our liability includes that of any Affiliate and our and their respective agents, employees and sub-contractors, you includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Services, whether under this Agreement or other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.

10.6 We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

## 11. TERMINATION

11.1 This agreement will terminate if you are in material breach of any of its terms and if the breach is not remedied within the period of fifteen working days after written notice of it has been given to you.

11.2 On termination of this agreement for any reason:

(a) All licences granted under this agreement shall immediately terminate;

(b) Subject to the exceptions in this sub-clause, you will take reasonable steps to delete the Materials from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of any part of the Materials. You are not required to delete or destroy printouts containing Materials that were made prior to termination, or copies of such printouts;

(c) We may destroy or otherwise dispose of any of the Subscriber Data in our possession unless we receive, no later than ten days after the effective date of the termination or expiry of this agreement, a written request for the delivery to you of a print-out of the then most recent back-up of the Subscriber Data. We shall use reasonable endeavours to deliver the print-out to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by us in delivering such print-out; and

(d) Termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

## 12. GENERAL PROVISIONS

12.1 The rights provided under this agreement are granted to you only, and shall not without our prior written consent be considered granted to any Affiliate of yours. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.

12.2 We may not without Your prior written consent, assign, transfer or charge any of Our rights in this Agreement save in respect of Affiliates of Ours.

12.3 This agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

12.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.5 Any notice to be served pursuant to this Agreement shall be sent by email to the address You advise, or, in Our case to [infopro@subscription.co.uk](mailto:infopro@subscription.co.uk) or such other address as We advise You from time to time.

12.6 This agreement and the Subscription Fee invoice constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it for breach of the agreement shall be for breach of contract under the terms of this agreement.

12.7 English law governs this agreement and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of all claims (including non-contractual claims).

12.8 This Agreement may be executed by electronic signature. You hereby waive any and all rights to dispute the validity, legality or enforceability of such method of execution as evidence of the existence of legal relations pursuant to the Agreement for the purposes of proceedings issued in respect of any of its terms.

### **13. CHANGES TO TERMS AND CONDITIONS**

These terms and conditions were last updated on 2 January 2018.