

SUBSCRIPTION AGREEMENT

CONTRACT DETAILS:

1.	Valid to Date:	
2.	Product:	Trade Finance Analytics
3.	Licensor:	EUROMONEY TRADING LIMITED , a company incorporated in England and Wales (company number 05935420), having its registered office at 8 Bouverie Street, London, UK, EC4Y 8AX doing business as IJGlobal
4.	Subscriber:	Exportní garanční a pojišťovací společnost, a.s.
5.	Subscriber's representative:	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
6.	Minimum subscription term ("Minimum Term"):	<p>From 01.10.2020 (the "Commencement Date") until 30.09.2021</p> <p>Please note: following expiry of the Minimum Term, this Agreement shall renew automatically for further successive renewal periods of 12 months each unless written notice of termination is given by one party to the other at least 90 days before the expiry of the then current term – see paragraph 2 of the attached Standard Terms for further details.</p>
7.	Subscription price ("Fee"):	2475 GBP + VAT
8.	Payment Details:	<p>Individual to whom Euromoney's invoices should be sent: podatelna@egap.cz</p> <p>Legal name of Subscriber's institution to be billed: Exportní garanční a pojišťovací společnost, as., Vodičkova 34/701, Praha 1</p> <p>Billing address of institution:</p> <p>Name and email address of individual paying the invoice (if different from Subscriber's representative): podatelna@egap.z</p> <p>VAT number or TAX ID:</p>

		Subscriber's PO number (if applicable): DIČ: CZ45279314
9.	Authorised Users	3 I specify:
10.	Payment terms:	Euromoney shall raise an invoice in respect of the Fee upon the earlier of the execution of this Agreement or the Commencement Date. Subsequent invoices shall be raised on the anniversary thereof. All invoices shall be payable in full within 30 days of receipt of the invoice by the Subscriber.
11.	Schedule(s):	Schedule 1 – Standard Terms
12.	Exceptional terms:	N/A

1. This agreement (this “**Agreement**”) comprises:
 - (a) these Contract Details;
 - (b) the Schedule(s) specified in Section 11 of these Contract Details.
2. If there is any conflict or ambiguity between these Contract Details and the Standard Terms, these Contract Details shall have priority.

Signed for and on behalf of:
Euromoney Trading Limited

Exportní garanční a pojišťovací společnost, a.s.
Vodičkova 34/7010, Praha 1

Signature:

Name of authorised signatory:

Position:

Date:

Signature:

Name of authorised signatory:

Position:

Date:

SCHEDULE 1

SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

1 Introduction

- 1.1 These terms and conditions (the “**Standard Terms**”), together with the Contract Details and the Schedules, constitute the agreement between the Subscriber and the Licensor (the “**Agreement**”) in relation to your subscription to any Product (“**Subscription**”), whether in print or a digital version.
- 1.2 Please read this Agreement carefully. By accessing the Product, you shall be regarded as having agreed to these Standard Terms. If you do not agree to the terms of this Agreement, you should cancel your Subscription in accordance with paragraph 7.
- 1.3 References in this Agreement to “Euromoney”, “we”, “us” or “our” refer to the Licensor or other Euromoney Institutional Investor PLC group company which is the licensor of the Product.
- 1.4 References in this Agreement to “you”, “your”, or “Subscriber” refer to the subscriber specified in the Contract Details.
- 1.5 References to “group” refer to, in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.
- 1.6 Reference in this Agreement to “Authorised Users” means the employees of the Subscriber who are authorised to access the Subscription.
- 1.7 This Agreement constitutes the entire agreement between you and Euromoney relating to your Subscription and it supersedes all previous communications, representations and arrangements, either written or oral.

2 Commencement and Term

- 2.1 This Agreement shall start on the Commencement Date and shall, subject to early termination in accordance with paragraph 7, continue for the Minimum Term.

- 2.2 Following expiry of the Minimum Term, this Agreement shall renew automatically for further successive renewal periods of 12 months each (a “**Renewal Term**”) unless written notice of termination is given by one party to the other at least 90 days before the expiry of the Minimum Term or the applicable Renewal Term.

- 2.3 Unless written notice of termination is given by you to Euromoney at least 90 days before the expiry of the relevant term, your Subscription shall automatically renew for another year and we shall invoice you for the applicable Fee in accordance with the Contract Details and paragraph 6.

3 Authorised Users

- 3.1 Euromoney shall provide each Authorised User with a unique username and password to access the Product or shall otherwise enable the Authorised Users to access the Product.
- 3.2 The Subscriber shall ensure that each Authorised User is aware of and complies with these Standard Terms.
- 3.3 Authorised Users may not share their registered password or give access to the content in the Products (the “**Content**”) through their password and/or contact details to any other person. Euromoney may cancel or suspend any Authorised User’s access to the Product without any further obligation to the Subscriber if that Authorised User shares his or her password and/or contact details.
- 3.4 The Subscriber shall at all times ensure that its Authorised Users are current employees of the Subscriber. Whenever an individual who is an Authorised User leaves the Subscriber’s employment, the Subscriber shall promptly inform Euromoney, so that Euromoney can disable the login access of such individual.
- 3.5 If the Subscriber wishes additional or substitute Authorised User(s) to have access

to the Product, the Subscriber shall provide Euromoney with:

- (a) the names and business email addresses of such additional or substitute Authorised User(s); and
- (b) the details of any Authorised User(s) whose access to the Product is to be terminated;

and the Subscriber shall pay any applicable additional fee in respect of any additional Authorised Users. No additional fee is payable for substitute Authorised Users. Euromoney shall provide a username and password for each new Authorised User.

4 Usage policy

- 4.1 All of the Content belongs to Euromoney or its licensors who own all intellectual property rights (including copyright and database rights) in the Content and any selection or arrangement of the Content. No intellectual property rights in the Content are transferred to the Subscriber or its Authorised Users. The availability and the Authorised Users' use of the Content is therefore subject to the terms of this Agreement, in particular the restrictions set out in this paragraph 4.
- 4.2 Authorised Users may:
 - (a) access the Content for internal use within the Subscriber's organisation, whether in the print edition or online via a PC, laptop, smartphone, tablet or other mobile device, and store Content on any such device for their personal use;
 - (b) print single copies of articles for their personal use; and
 - (c) share extracts of articles (not exceeding 140 words).
- 4.3 Other than as permitted in paragraph 4.1, Authorised Users may not:
 - (a) copy Content;
 - (b) reproduce, store, retain, copy, provide or distribute any Content to or for the benefit of any affiliates of the Subscriber or any other third parties unless such affiliate or third party has entered into a contract with Euromoney or such use has been authorised in writing by Euromoney;

- (c) use the Content to provide any services which compete with the business of Euromoney or for any other commercial purposes other than in the course of the Subscriber's usual business activities.

- 4.4 Usage of Content which is not permitted under this paragraph 4 constitutes a breach of this Agreement and may also be a breach of copyright law.
- 4.5 If you require rights to use Content beyond those permitted in this paragraph, please contact Euromoney via helpdesk@ijglobal.com to discuss obtaining a licence to grant additional rights of usage.
- 4.6 If, in Euromoney's reasonable opinion, the Subscriber or any Authorised User is abusing the Content or is using the Content in quantities or in such a way which:
 - (a) is beyond reasonable for an individual Authorised User of the Content; and/or
 - (b) significantly impairs other customers' access and/or use of the Content,then Euromoney reserves the right to place restrictions on the Subscriber's use of and/or access to the Content and request that the Subscriber moderates its usage of the Content.
- 4.7 Euromoney may, at its discretion change, remove, suspend or discontinue any aspect of the Product at any time, including the availability of any Content.

5 Privacy Policy and Registration

- 5.1 All information obtained by Euromoney in connection with the Subscription, including information about Authorised Users, shall be used by us in accordance with our privacy policy <https://ijglobal.com/privacy-policy>. Please read this for details of how we may process personal data.
- 5.2 It is anticipated that Authorised Users (or the Subscriber on behalf of its Authorised Users) shall be sharing their personal data with Euromoney in the form of names, work email addresses, login details and passwords, which Euromoney shall hold for the purposes of providing access to the Product in accordance with the Subscription.

- 5.3 The Subscriber must provide Euromoney with complete and accurate information in relation to your Subscription and Authorised Users. It is your responsibility to inform Euromoney of any changes to this information during the term of this Agreement. Euromoney is entitled to rely on the information which you provide to us.
- 5.4 By submitting your subscription details to Euromoney, you are making an application to purchase a Subscription. Euromoney reserves the right to reject your application for any reason.
- 5.5 You are responsible for all use of the Content by any Authorised User or by any person using any Authorised User's password and contact details. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your identity or any payment information, you must notify us immediately by e-mail to helpdesk@ijglobal.com.

6 Payment

- 6.1 Euromoney shall invoice you in accordance with the Contract Details and this paragraph 6.
- 6.2 The Subscriber shall pay each invoice submitted by Euromoney within 30 days of the date of receipt of the invoice.
- 6.3 The Fees are exclusive of amounts in respect of any applicable value added tax ("VAT"). If VAT is chargeable, you shall, on receipt of a valid VAT invoice from Euromoney, pay to Euromoney such additional amounts in respect of VAT as are chargeable on the supply of the Product at the same time as payment is due for the supply of the Product.
- 6.4 If you fail to make a payment due to Euromoney under this Agreement by the due date, then, without limiting Euromoney's remedies under paragraph 4, you shall pay interest on the overdue sum from the due date until payment of the overdue sum at the rate of 4% a year above the Bank of England's base rate from time to time.
- 6.5 All amounts payable by the Subscriber shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
- 6.6 Following expiry of the Minimum Term, Euromoney may increase the applicable Fees for any subsequent term. The amount of such increased fees will be notified to you, in writing, at least 120 days before the anniversary of the Commencement Date. The increased fees shall take effect from such anniversary date and any such revised fees will, at Euromoney's discretion, not be greater than Euromoney's latest standard list prices for the relevant Product(s).

7 Cancellation

- 7.1 You shall have no right to cancel your Subscription or any part of it until the end of the then current term. If you notify us of your intention to cancel, such notice shall therefore only take effect at the end of the then current term, and you shall not be entitled to a refund.
- 7.2 You may notify us that you wish to cancel your Subscription by contacting us:
- (a) by email to helpdesk@ijglobal.com; or
 - (b) by post to IJGlobal, 6-8 Bouverie Street, London, EC4Y 8AX, UK marked for the attention of Dan Sedman.
- 7.3 Euromoney may suspend or terminate your Subscription without further obligation to you if you breach this Agreement. Euromoney may also suspend or terminate your Subscription if it is prevented from providing the Product to you by circumstances beyond its control. If Euromoney terminates your Subscription for any reason (other than for a breach by the Subscriber or its Authorised User(s)) then it shall provide you with a pro rata refund of the Fee already paid by you in respect of the unexpired term of your Subscription.
- 7.4 Upon termination or expiry of this Agreement for any reason, you shall, within 30 days of the Termination Date, delete all Content stored in your possession or under its control, unless otherwise agreed with Euromoney in writing, or unless retention is required by law or for regulatory purposes, in which case you agree that the Content shall only be retained to the extent required under such law or regulation and shall not be used for commercial purposes.

8 Force Majeure

- 8.1 Euromoney shall not be in breach of this Agreement or be otherwise liable if it is prevented, hindered or delayed in providing Content to you or from performing any its obligations under this Agreement if the delay or failure was due to any cause beyond its reasonable control. In such circumstances, Euromoney may suspend Authorised Users' access to the Product.
- 8.2 If Euromoney suspends access for a continuous period of more than 30 days, the Subscriber may terminate this Agreement by giving written notice to Euromoney and Euromoney shall provide the Subscriber as its sole and exclusive remedy with a pro rata refund of any amounts paid in advance that relate to any remaining and unexpired period of the Subscription.

9 Third Party Sites

- 9.1 Digital versions of Products may contain links to other websites or online and mobile services provided by independent third parties, including websites of our advertisers and sponsors ("**Third Party Sites**").
- 9.2 It is your decision whether you purchase or use any third party products or services made available on or via Third Party Sites. Our [privacy policy](https://ijglobal.com/privacy-policy), <https://ijglobal.com/privacy-policy> does not apply to Third Party Sites.
- 9.3 Products contain advertising and sponsorship. Euromoney is not responsible for any error or inaccuracy in any such advertising or sponsorship material.

10 Indemnity

- 10.1 The Subscriber shall indemnify Euromoney (for itself and on behalf of its group companies, directors, employees, and representatives) from and against all liabilities, costs, expenses, damages and losses arising out of or in connection with a third party claim arising as a result of any unauthorized use of the Content by the Subscriber or any Authorised User.
- 10.2 Upon receipt of notice of a claim, action or proceeding in respect of which indemnity may be sought under paragraph 10.1, Euromoney shall promptly notify the Subscriber in writing and shall not settle any

such claim, action or proceeding without the Subscriber's written consent, which shall not be unreasonably withheld. The Subscriber shall at its own expense assume and control the defence of any litigation or proceeding in respect of which indemnity is sought. Euromoney shall provide the Subscriber with such assistance (at the Subscriber's cost) as the Subscriber may reasonably require.

11 Limitation of liability

- 11.1 If Euromoney is in breach of this Agreement, it shall, subject to the limitations of this paragraph 11, be responsible to you for any damages that you incur arising out of your use of the Content and Product(s).
- 11.2 Without prejudice to the remaining provisions of this paragraph 11, the Subscriber agrees that its use of any Content is at its sole risk and acknowledge that each Product is provided "as is" and "as available". Content is made available for your general information and any advice, opinion, statement or other information forming part of the content is not intended for trading or to address its particular requirements. Content should not be relied upon in making (or refraining from making) any specific investment or other decisions. Euromoney makes no representations or warranties and, to the fullest extent allowed by law, excludes all implied warranties (including, but not limited to, warranties of satisfactory quality, title and fitness for a particular purpose) regarding the Content and the Subscriber's use of it.
- 11.3 Nothing in this Agreement shall exclude or limit either party's liability for fraud or intentional unlawful conduct, or death or personal injury resulting from its negligence.
- 11.4 Neither party shall be liable to the other party for any incidental, punitive, indirect, special or consequential damage, loss or expense, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by the other party, or any losses arising from any viruses, worms, "Trojan horses" or similar programs.

11.5 Without prejudice to the limitation of liability provisions above, if the Subscriber incurs any loss, damage or expense arising out of your use of any Content or Product, you agree that Euromoney's liability to you under this Agreement shall be limited to the Fee for the 12 month period preceding the date on which the claim arose.

12 Anti-bribery and corruption

12.1 Each party undertakes that, in connection with this agreement, it:

- (a) has not violated nor is in violation of; and
- (b) shall continue to comply with, any applicable anti-corruption law, statute and regulation, including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act (the "**Anti-bribery Legislation**").

13 Trade Sanctions

13.1 Neither party, nor, so far as it is aware, any agents or other persons acting on its behalf, or any Authorised Users or any other parties accessing the Products from the Subscriber:

- (a) is listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any designated parties list maintained by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity;
- (b) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union, the United Kingdom or any other relevant governmental entity (collectively "**Sanctions**");
- (c) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become

involved with, any such person, government, entity or project; or

- (d) is or ever has been in violation of or subject to an investigation relating to Sanctions.

13.2 Euromoney may terminate the Agreement or place restrictions on Subscriber's use of and/or access to the Content, with immediate effect and without any liability if, in its sole discretion, it determines that the Subscription could cause Euromoney or its affiliates to fail to comply with applicable law, including in circumstances where the transactions or payments contemplated under these Standard Terms are in breach of, or otherwise targeted by, Sanctions or other laws.

14 General

14.1 If Euromoney considers there has been a material change in Customer's organisational structure, including, but not limited to mergers, acquisitions, a significant increase in the number of Authorised Users, the parties agree to enter into good faith negotiations regarding this Agreement and Euromoney may increase the Fee to take into account the increased number of Authorised Users

14.2 Neither the Subscriber nor any Authorised Users may license, assign or transfer any of your rights under this Agreement. Euromoney may assign or transfer any of our rights or obligations under it to any company within the Euromoney Institutional Investor PLC group or to any purchaser of the business and assets of any such group company.

14.3 If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

14.4 Except as expressly provided in this Agreement, a person who is not a party to this Agreement may not enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

15 Choice of Law and Jurisdiction

This Agreement and any dispute or claim (including non-contractual disputes or claims)

arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute which may arise in relation to it whether in contract, tort or otherwise.