
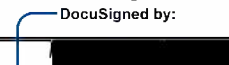


**THE BANKER DATABASE SUBSCRIPTION  
TERM SHEET**

PARTIES	
<b>FT</b>	<b>THE FINANCIAL TIMES LIMITED</b> whose registered office is Bracken House, 1 Friday Street, London EC4M 9BT
<b>CLIENT</b>	Institute of Information Theory and Automation, Czech Academy of Sciences (Ústav teorie informace a automatizace AV ČR, v.v.i.) <div style="background-color: black; width: 150px; height: 15px; margin: 5px 0;"></div> Pod Vodárenskou věží 1143/4, 182 08 Praha 8 Czech Republic  <b>VAT/GST Number:</b> CZ67985556
SERVICES	
<b>Database</b>	The Banker Database
<b>No. of Users</b>	2
<b>Authorised IP Address</b>	n/a
FEES	
	£1,975 per annum payable in advance
OTHER	
<b>Start Date</b>	On signing
<b>Initial Term</b>	A period of one year from the Start Date.
<b>Relationship Managers</b>	FT: <div style="background-color: black; width: 150px; height: 15px; display: inline-block;"></div> Client: <div style="background-color: black; width: 150px; height: 15px; display: inline-block;"></div>
SPECIAL CONDITIONS (if applicable)	
<p>This Term Sheet and the attached Terms and Conditions form the agreement between the parties ("the Agreement"). In the case of conflict or ambiguity between any provision contained in the Term Sheet and any provision contained in the Terms and Conditions, the provisions in this Term Sheet shall take precedence. The Client acknowledges that it has read and agrees to be bound by this Agreement.</p>	
<p>Signed by:   <small>CE542E3D23384B8...</small>  <b>The Financial Times Limited</b>            Name: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div>            Position: President, FT Publications Inc            Date: 01 April 2021</p>	<p>DocuSigned by:   <small>FE4110FFFCE241E...</small>  <b>[full company name] UTIA AV CR, v.v.i.</b>            Name: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div>            Position: postdoc            Date: 01 dubna 2021</p>

## TERMS AND CONDITIONS

### 1 DEFINITIONS

- 1.1 In this Agreement, words and phrases have the meaning given to them in the Term Sheet and this Clause 1:
- "Abstract"** means a non-verbatim summary of an Extract or Extracts;
- "Data Protection Laws"** means any data protection legislation applicable to FT's processing of User Data from time to time, including the General Data Protection Regulation ("GDPR") and the Regulation on Privacy and Electronic Communications.
- "Extract"** means any data or information from the Database.
- "IPRs"** means all present and future copyright, moral rights, database rights, trade mark rights, trade secrets and all related rights and neighbouring rights and any other intellectual property rights of whatsoever nature throughout the world whether or not registered or capable of registration including all renewals and/or extensions thereof.
- "Marks"** means all trade marks, service marks, trade names, logos and other branding (whether registered or not) of FT or its licensors.
- "Privacy Policy"** means FT's current privacy policy available at <http://www.ft.com/servicestools/help/privacy>.
- "Search Results"** the search results obtained through the Client's use of the Database for research purposes.
- "User"** means the Client's staff who have been granted access to the Database by FT in accordance with this Agreement, which the Client shall ensure shall be no more than the maximum number of users specified in the Term Sheet.
- "User Data"** means personal relating to a User as defined in the Data Protection Laws. References to "anonymous data", "processing", "processor" and "controller" are also as defined by the Data Protection Laws.
- 1.2 The headings in this Agreement do not affect its interpretation. Unless the context otherwise requires words importing the singular shall include the plural and vice versa; the words "include" and "including" shall be construed as without limitation; and any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision. This Agreement negates and takes precedence over any Client terms and conditions.

### 2 ACCESS TO DATABASE

- 2.1 Subject to payment of the Fees, FT shall provide the Users with online access to the Database.
- 2.2 If required, the Client shall provide FT with a list of Users to provide access to the Database. If applicable, FT shall provide the Client with a "PIN", "ID" or similar code for the purpose of the Client or individual Users accessing the Database. The Client shall contact FT regarding any change in the identity of Users, including when Users cease to be employed or engaged by the Client.
- 2.3 Client (including its Users) shall keep confidential and shall except as provided for in this Agreement not share with any third party any "PIN", "ID" or similar code (if applicable) that it is provided with to facilitate Users' access to the Database.
- 2.4 The Client shall be responsible for obtaining and maintaining all equipment needed to access and use the Database and all charges related thereto. The Client acknowledges that the speed of the Database will depend upon the Client's own terminals, connection to the Internet and the extent of the Client's use of the Internet.

### 3 USE OF DATABASE AND IPRS

- 3.1 Subject to the terms of this Agreement, FT hereby grants to the Client a non-exclusive, non-transferable, non-sub-licensable licence to allow its Users to use the Database for the purposes set out in clause 3.2.
- 3.2 Subject to clauses 3.3 and 3.4, Users may access the Database and may:
- 3.2.1 print one or more hard copies of the Search Results provided that such copies may not be sold or distributed externally outside of the Client's organisation;
- 3.2.2 download Search Results provided that Client shall not at one time store more than 20% of the contents of the Database;
- 3.2.3 include Extracts and Abstracts in reports produced by Client for internal redistribution within Client's organisation and external redistribution to third parties provided that:
- 3.2.3.1 such Extracts or Abstracts shall constitute no more than 10% of the entire contents of such reports;
- 3.2.3.2 Client shall receive no payment for such reports whether directly or indirectly;
- 3.2.3.3 no Extracts or Abstracts shall be included in any report published on a third party website or publication (whether printed, digital or otherwise) without FT's prior written approval and
- 3.2.3.4 Client shall not permit the redistribution of such reports by third parties.
- 3.2.4 make reference to the Database as a source when making statements to the press; and
- 3.2.5 use the Database for other purposes only with FT's prior written approval.
- 3.3 The Client shall ensure that:
- 3.3.1 it uses all reasonable care and skill in the creation of any Extracts or Abstracts;
- 3.3.2 persons to whom Extracts or Abstracts are made available, are made aware that Extracts or Abstracts may not be copied, redistributed or modified in anyway and the following wording shall appear immediately below each publication:
- 3.3.2.1 of an Extract "Source: The Banker Database, a service from The Financial Times Limited [Year]. All Rights Reserved.;"
- 3.3.2.2 of an Abstract "this summary was produced by [Client name] using data provided by The Banker Database, a service from The Financial Times Limited."
- 3.4 Client shall not:
- 3.4.1 except as expressly permitted in this Agreement, copy, adapt, alter, abridge, modify, translate, archive, syndicate, sell, license, grant or purport to grant any rights in or otherwise make available the Database or Extracts;

- 3.4.2 use any content from the Database within any internal or external database or website or in a manner prejudicial to the reputation or interests of FT or otherwise render it defamatory, inaccurate or illegal; or
- 3.4.3 distort or misrepresent the substance of the Database or any part thereof.
- 3.5 Prior to providing Users with access to the Database, the Client shall ensure that all Users are aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable to the Database and notified to the Client. The Client shall only provide Users with access to the Database via the access method provided by FT and shall not provide access to anyone other than a User.
- 3.6 FT reserves complete freedom in the form and content of the Database and may add to, remove or edit the contents of the Database at any time on a permanent or temporary basis and with or without notice.
- 3.7 FT reserves the right to monitor Database usage by all Users (in terms of volume, frequency or otherwise) during the term of this Agreement for the purpose of (amongst others) ensuring compliance with the terms of this Agreement.
- 3.8 This Agreement does not constitute a sale of the Database or any part of it and except as expressly provided in this Agreement no rights or licences, express or implied, are hereby granted to the Client or its Users in respect of the Database. The Client acknowledges that as between itself and FT, FT (or its licensors) is throughout the world the owner of all IPRs subsisting in the Database. Nothing herein contained shall be construed so as to transfer any IPRs whatsoever in the Database to the Client or its Users.
- 3.9 The Client acknowledges and agrees that: (a) all use of FT's Marks hereunder inures to the benefit of FT; (b) FT's Marks will remain the exclusive property of FT; (c) nothing in this Agreement shall confer upon the Client any right of ownership in FT's Marks; and (d) the Client shall not now or in the future contest the validity of FT's Marks or take any action impairing the rights of FT in its Marks.
- 3.10 The Client shall not remove, shrink or otherwise modify the copyright or any other proprietary notice or any branding or logo of FT (or its licensors) contained in the Database.
- 3.11 In case of unauthorised use of the Database by the Client or a User, FT reserves the right to deny access to the Database to the Client or any User by blocking without prior notification the IP address(es) of the Client or User which are used to access the Database.

### 4 USER DATA

- 4.1 In its processing of User Data, FT shall comply with:
- 4.1.1 the Data Protection Laws; and
- 4.1.2 the Privacy Policy.
- 4.2 For the purposes of the GDPR, FT will process User Data as a controller, such processing of that User Data shall (as between FT and each User) be governed by the Data Protection Laws and the Privacy Policy.
- 4.3 Client acknowledges that Users may be required to register to use the Database. Users will be made aware on registration that the Privacy Policy will apply to the processing of User Data. Users will be given the opportunity to give or withhold consent for marketing and other communication, in accordance with Data Protection Laws.
- 4.4 Where Client provides any details of Users to FT in accordance with clause 2.2 or otherwise, the Client shall be responsible for ensuring it complies with all applicable data protection laws and that FT is able to use those details for the purpose for which the Client provides them.
- 4.5 FT shall not be restricted from using any anonymous data which it may receive because of Users use of the Database.

### 5 WARRANTIES AND LIABILITY

- 5.1 Each party warrants and represents to the other that it has the full power and authority to enter into this Agreement.
- 5.2 FT warrants and represents to the Client that: (a) it has the right to grant the licence provided under this Agreement; and (b) it shall use reasonable care and skill in its provision of access to the Database to the Client under this Agreement.
- 5.3 Each party warrants and represents to the other that: (a) it has and will continue to have full legal authority to control and process User Data and that it will only control and process User Data: (i) in accordance with all applicable data protection laws now existing or hereinafter enacted (and will not cause the other party to breach the same); (ii) in accordance with the terms of this Agreement; and (iii) for the purposes of performing its obligations under this Agreement; and (b) it has in place and undertakes to maintain throughout the Term of this Agreement appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of User Data and adequate security programs and procedures to ensure that unauthorised persons do not have access to any equipment used to process User Data. **Client acknowledges that FT has not obtained the consent of any individuals listed in the Database to receive marketing communications from Client or from any third party.**
- 5.4 It is hereby agreed that except as expressly set out in this Agreement and to the extent permissible by law, all warranties, conditions, representations, terms or undertakings, express or implied, statutory or otherwise are hereby excluded, including but not limited to any related to the accuracy or completeness of the Database.
- 5.5 The Client acknowledges and agrees that the Database is provided "as is" and only for general information and use and is not intended to address particular requirements. In particular, the Database does not constitute any form of advice, recommendation, representation, endorsement or arrangement by FT and is not intended to be relied on in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision. Any information received through the Database, whether or not it is classified as "real time", may have ceased to be current at the time it is received.
- 5.6 The Client acknowledges and agrees that neither FT nor its partners who have been involved in the creation, production or delivery of the Database shall be liable for: a) any indirect, consequential, incidental or special loss or damages whatsoever or

(b) for any loss of profits, revenues, income or goodwill or loss of data or anticipated savings arising from this Agreement, in each case whether reasonably foreseeable or actually foreseen and regardless of the cause of action.

- 5.7 FT shall not have any liability to the Client to the extent such liability arises as a result of a breach of this Agreement by the Client or a breach of any terms of use of the Database by a User.
- 5.8 Neither party excludes or limits its liability for death or personal injury caused by its negligence, for fraud or for fraudulent misrepresentation or for any liability which can not be excluded or limited by law.
- 5.9 Without prejudice to FT's right to payment of Fees owing and subject to clause 5.6, the aggregate liability of either party for any breach of this Agreement or any representation, statement, negligent act or omission arising under or in connection with this Agreement shall be limited to direct damages which in no event shall exceed 150% the aggregate amount of the annual fee payable to FT under this Agreement.
- 5.10 The Client agrees that the limitations and restrictions on liability in this Agreement are reasonable taking into account all of the circumstances in which it is entered into and that they represent terms forming part of a negotiated agreement.
- 5.11 The limitations on liability in Clause 5.9 shall not apply to any infringement of FT's IPRs by the Client (including use of the Database outside the scope of this Agreement).

## 6 PAYMENT

- 6.1 The Client shall pay the Fees as set out in the Term Sheet. If no payment term is specified on the invoice, FT will require payment within 25 days of the date of the FT invoice. Any discount price offered to the Client by FT for the Services shall only apply to invoices which are paid in full within the relevant payment term, otherwise the full price will apply. FT shall be under no obligation to offer a discount price to the Client.
- 6.2 For the avoidance of doubt, failure to fulfil timely payments shall constitute a material breach of this Agreement.
- 6.3 The Fees and all other charges are exclusive of value added tax or any other taxes which are or may be applicable.
- 6.4 All amounts due to be paid to FT under this Agreement shall be paid in full without set-off or counterclaim and free and clear of and without any deduction or withholding for or on account of any present or future taxes, duties, levies, imposts or charges of any nature. If the Client is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Client shall, together with such payment, pay such additional amount as will ensure that FT receives, free and clear of any tax or other deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. The Client shall promptly forward to FT copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.
- 6.5 The parties agree to comply with any applicable double tax treaty with respect of withholding taxes and FT shall comply with all reasonable requests from the Client to file, or to provide the Client with such forms, statements or certificates as shall enable the Client to apply a reduced rate of tax or exemption from tax in accordance with the applicable double tax treaty.

## 7 TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Start Date and will continue in force for the Initial Term unless terminated earlier in accordance with this Agreement. At the expiry of the Initial Term, this Agreement will automatically renew for additional terms of 12 months each unless either party gives at least 30 days' written notice to the other party to terminate with effect from the end of the Initial Term or any additional term.
- 7.2 Either party may terminate this Agreement if: (a) the other party is in material or persistent breach of any of the terms of this Agreement and in the case of a breach capable of remedy having been notified of any such breach has failed to remedy the same within 14 days; or (b) the other party is dissolved or ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or passes a resolution for its winding up or a court of competent jurisdiction shall make an administration order or liquidation order or similar order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due or any analogous event occurs to the other party in any jurisdiction.
- 7.3 FT may terminate this Agreement immediately by notice in writing to the Client if the Client (or any of its shareholders or directors) becomes subject to any Sanction, or continuation of the Agreement would (in the reasonable opinion of FT) expose FT or any of its affiliated companies to any Sanction, where "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Hong Kong, United Kingdom or United States of America.
- 7.4 On the termination or expiry of this Agreement the Client's and its Users' rights to access and use content from the Database shall immediately cease and the Client shall notify its Users that they are no longer entitled to access or use the Database. Client shall delete all copies of content from the Database.
- 7.5 Any termination of this Agreement is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party. Termination of this Agreement shall not relieve the Client of its obligation to pay FT any outstanding Fees.
- 7.6 In any circumstances where FT is entitled to terminate this Agreement, including occasions when the Client fails to pay outstanding fees due, FT may elect by written notice to suspend its provision of access to the Database to the Client and

permission to use or distribute any Extracts or Abstracts without any liability and without any suspension of the Client's payment obligations, until such time as FT is satisfied that the breach is remedied or until FT elects to exercise its right to terminate the Agreement.

## 8 CONFIDENTIALITY

Except as expressly permitted under this Agreement, Each of the parties undertakes to keep confidential all information (written or oral) concerning the business and affairs of the other that it will have obtained or received as a result of the discussion leading up to the entering into, or in the course of the performance of, this Agreement ("Confidential Information") save that which is (a) trivial or obvious; (b) already in its possession other than as a result of a breach of this clause; (c) in the public domain other than as a result of a breach of this clause; (d) required by a government body, a court of competent jurisdiction, or otherwise by law to be disclosed, provided that the disclosing party shall use all reasonable endeavours and act in good faith to consult with the other party wherever practicable before disclosing such information; or (e) for FT's benefit only, is acquired by members of FT's newsgathering or news dissemination operations by persons who are not provided with access to the Confidential Information pursuant to the terms of this Agreement. Each party agrees not to make any announcement regarding this Agreement or the activities associated with it without the prior written consent of the other party.

## 9 FORCE MAJEURE

With the exception of the Client's obligation to pay the Fees, neither party shall be liable for any failure to perform its obligations under this Agreement if such performance is hindered or prevented by any matter beyond the reasonable control of the party whose performance is hindered or prevented (including without limitation by reason of any failure, interruption, or degradation of any third party telecommunications network or system or hardware or the Internet or any part of it) (a "Force Majeure Event"). If a Force Majeure Event continues for more than one month then either party may immediately terminate this Agreement on written notice to the other (provided that the Force Majeure Event is still continuing on the date of that notice).

## 10 GENERAL

- 10.1 This Agreement does not confer any exclusive rights on the Client.
- 10.2 No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.
- 10.3 No failure or delay by either party to exercise any right or remedy under this Agreement or by law will constitute a waiver of that or any other right or remedy. Nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.
- 10.4 Any notice, consent or other communication required to be given hereunder shall be made in writing to the Relationship Manager (and when given by Client copied to FT's General Counsel) at the address set out on the Term Sheet and shall be delivered by hand, sent by first class post or facsimile to the other party and shall be deemed to have been received (if delivered) at the time of the delivery or (if sent by post) 48 hours after posting.
- 10.5 Nothing in this Agreement will be deemed to create a partnership, agency or joint venture between the parties.
- 10.6 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause will limit or exclude any liability for fraud.
- 10.7 If a provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other terms of this Agreement will not be affected. If a provision of this Agreement (or part of any provision) is found to be illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.
- 10.8 This Agreement may not be assigned, licensed, sub-licensed or otherwise transferred by the Client without the prior written consent of FT.
- 10.9 Anyone who is not a direct party to this Agreement will not have any rights to enforce its terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.
- 10.10 This Agreement may be signed in counterparts and all signed copies of this Agreement shall be deemed to be originals of this Agreement. Copies signed by counterparts and sent by email (attaching a scanned copy of the signed hard copy) shall be deemed to be original copies.
- 10.11 Notwithstanding the confidentiality provisions set out in Clause 8, FT may disclose that the Client is a subscriber and may include the Client name on its websites and in any list of clients or marketing materials issued by FT.

## 11 DISPUTES AND GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts, provided that for the exclusive benefit of FT, FT retains the right to bring proceedings against the Client in the applicable courts of the Client's place of business.