

**BLOOMBERG FIRM-WIDE VAULT AGREEMENT**

ACCOUNT NO: 52196  
ORDER NO: 24276403

This Bloomberg VAULT Agreement No. 3041616 (the "Agreement") is by and between BLOOMBERG FINANCE L.P. ("SP") and CESKOMORAVSKA ZARUCNI A ROZVOJOVA BANKA AS ("SR"):

WHEREAS, SR and SP are parties to BLOOMBERG AGREEMENT(S) governing the use of the BLOOMBERG TERMINAL service (collectively, the "Bloomberg Agreement");

WHEREAS, SR has indicated a desire to use the Additional Services (as defined below) to facilitate SR's compliance with its regulatory, internal or other requirements to maintain E-mails (as defined below) for a certain period of time; and

WHEREAS, SP is willing to provide the Additional Services to SR, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SR and SP hereby agree as follows:

FOR THE AVOIDANCE OF DOUBT, SR WILL ONLY BE CHARGED FEES FOR ANY ADDITIONAL SERVICES COVERED BY A SEPARATE ADDENDUM EXECUTED BY THE PARTIES.

**1. Definitions**

- a. "BPS E-mail" shall mean all Records (as defined below) that have been sent to or received from SR or Covered SR Subsidiaries (as defined below) via the BLOOMBERG TERMINAL service before and during the Term (as defined below), including both Older BPS E-mail and Recent BPS E-mail (both as defined below).
- b. "E-mail" shall mean BPS E-mail and Non-BPS E-mail (as defined below).
- c. "Covered SR Subsidiaries" shall mean subsidiaries of SR: (i) that are greater than 50% owned and controlled directly or indirectly by SR (i.e., SR is their parent entity), (ii) that are included in the same SP firm number (the "Firm Number") as SR, (iii) that SR has the authority to legally bind and (iv) whose BPS E-mails are covered by this Agreement. Only Covered SR Subsidiaries may be listed in the E-mail Request Form completed by SR or its designee to request the Additional Services covered by this Agreement and SR or its designee must complete any such E-mail Request Form.
- d. "Non-BPS E-mail" shall mean Records that have been both (i) sent and received other than via the BLOOMBERG TERMINAL service and (ii) provided by SR to SP through such delivery methods as agreed by the parties. For purposes of the definition of Non-BPS E-mail in this Agreement, all such Records shall be deemed to be the Records of SR and to have been provided to SP by SR, regardless of whether SR itself or a third party on behalf of SR, including a subsidiary of SR, actually sends the Records to SP.
- e. "Older BPS E-mail" shall mean Records that have been sent to or received from SR or Covered SR Subsidiaries via the BLOOMBERG TERMINAL service before or during the Term prior to five years before the then-current calendar date. For example, if the then-current calendar date is January 1, 2014, Older BPS E-mail shall include all such BPS E-mail sent or received before and including January 1, 2009. For the avoidance of doubt, Older BPS E-mail shall include E-mail that was previously Recent BPS E-mail once the applicable five-year period for Recent BPS E-mail expires.
- f. "Recent BPS E-mail" shall mean Records that have been sent to or received from SR or Covered SR Subsidiaries via the BLOOMBERG TERMINAL service before or during the Term within the five-year period ending on the then-current calendar date. For example, if the then-current calendar date is January 1, 2014, Recent BPS E-mail shall include all BPS E-mail sent or received after January 1, 2009.
- g. "Records" shall mean e-mails, attachments to e-mails, interactive messages, instant messages, blog postings, electronic chat records and other forms of messages or records as determined by SP from time to time (in each case, including the contents thereto), but shall not include any voice communications transmitted over the BLOOMBERG TERMINAL service of SR or Covered SR Subsidiaries ("VOIP Recordings").

**2. Additional Services**

- a. The "Additional Services" provided pursuant to this Agreement shall include (i) any storing and processing in and transfer to jurisdictions other than your jurisdiction, including the United States, and any disclosure described in paragraph 3(a) by SP or its Affiliated Companies on behalf of SR of (A) Non-BPS E-mail, (B) Recent BPS E-mail and (C) Older BPS E-mail that SR has requested SP to store during the Term as specified in and in accordance with the terms of this Agreement, (ii) any recording, storing or processing in and transfer to jurisdictions other than your jurisdiction, including the United States, by SP or its Affiliated Companies of VOIP Recordings, (iii) the retrieval by SR of E-mail or VOIP Recordings and (iv) specialized E-mail and VOIP Recordings monitoring and display functionalities and access thereto provided by SP. The detailed terms and conditions under which the Additional Services are provided will be governed by the provisions described at BMAI<go>. The term "processing" in



subsections (i) and (ii) above includes, without limitation, data extraction from, classifications to, and indexing of, E-mails and VOIP Recordings, as applicable. The term "Affiliated Companies" shall mean those companies controlling, controlled by or under common control with SP. SP or its Affiliated Companies shall be a data processor, not a data controller, with respect to the E-mail and/or any VOIP Recordings. SR may use the Additional Services solely for its internal business purposes.

- b. The minimum retention period for BPS E-mail shall be five years from the date such BPS E-mail was sent or received via the BLOOMBERG TERMINAL service. SP shall use reasonable efforts to maintain E-mails for the applicable retention period for such E-mail (the "Applicable Retention Period"). SR shall specify to SP and its Affiliated Companies the Applicable Retention Period for all E-mail, through a SP-specified function for BPS E-mail (which may not be shorter than five years for BPS E-mail) and at the time of delivery to SP for Non-BPS E-mail. SR may lengthen the Applicable Retention Period for any E-mail, subject to payment of the appropriate fees to SP, and may shorten the Applicable Retention Period for given E-mail in compliance with SP's then-current procedures in connection therewith. Notwithstanding anything to the contrary regarding storage services provided under this Agreement, with respect to VOIP Recordings, SP or its Affiliated Companies shall store the VOIP Recordings for a period of 60 days after their origination or for any other period specified by SP or its Affiliated Companies from time to time on not less than 30 days' prior written or electronic notice to SR.
- c. During the Term, Administrative Users (as defined below) shall have online access to E-mails, and VOIP Recordings if SP elects to provide online access to VOIP Recordings, covered by this Agreement and stored by SP as part of the Additional Services and shall be able to use online search and retrieval tools and functionality in connection with such access.
- d. An Administrative User may request copies of E-mails from time to time in accordance with the instructions at BMAI<go>. Upon receipt of a request by an Administrative User that is made in accordance with these instructions, SP or its Affiliated Companies shall respond to SR's requests by means of an ftp server or any other technology specified by SP or its Affiliated Companies from time to time. SP may charge its then-standard fees for copies of E-mails. SR may request VOIP Recordings from time to time in accordance with the instructions at BMAI<go> and upon receipt of a request by SR made in accordance with such instructions, SP or its Affiliated Companies shall respond to SR's requests employing any technology selected by SP or its Affiliated Companies from time to time.
- e. SR may not access or use the Additional Services or any portion thereof in any way that SP, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Additional Services or any portion thereof.
- f. SR shall not use any of SP's or its Affiliated Companies' trademarks, trade names or service marks in any manner that creates the impression that such names and marks belong to or are identified with SR or that SR is associated with or licensed by SP or its Affiliated Companies to use such names or marks, and SR acknowledges that it has no ownership rights in or to any of these names or marks.
- g. The Additional Services were developed, compiled, prepared, revised, selected and arranged by SP and others (individually and collectively, "IP Rights Holders") through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of the IP Rights Holders. SR acknowledges and agrees that it has no ownership rights in or to the Additional Services and that no such rights are granted under this Agreement. SR agrees to protect the proprietary rights of the IP Rights Holders during and after the Term. SR shall honor and comply with all written requests made by IP Rights Holders to protect their contractual, statutory and common law rights in the Additional Services with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. SR agrees to notify SP in writing promptly upon becoming aware of any claim that the Additional Services infringe any patent, copyright, trademark or other contractual, statutory or common law rights. The representations in this paragraph 2(g) shall not affect any ownership rights that SR may have in the E-mails or VOIP Recordings.

### 3. Security and Access

- a. Except as otherwise provided in this Agreement, SP shall use E-mail and VOIP Recordings only in connection with providing the Additional Services. SP and its Affiliated Companies may disclose E-mail and VOIP Recordings in compliance with any applicable law, rule, regulation or court order and, if SP determines in its sole good faith judgment that such disclosures are recurring or burdensome on SP or its Affiliated Companies, SP reserves the right to charge SR its then-standard fees in connection therewith. SP and its Affiliated Companies may also disclose E-mail and VOIP Recordings: (i) with SR's or an affiliate of SR's consent, (ii) to an affiliate of SR if SP or its Affiliated Companies determine in their good faith judgment that such disclosure is necessary to provide the Additional Services to SR or to an affiliate of SR, or (iii) to a service provider of SP in connection with providing the Additional Services to SR or to an affiliate of SR, provided that SP shall be responsible for any breach by such service provider of obligations contained herein. SP or its Affiliated Companies shall use reasonable efforts to protect E-mail and VOIP Recordings from misuse, theft, loss or unauthorized disclosure. While SP shall not modify the content of E-mails, SP may modify non-content-related aspects of E-mails in connection with its provision of the Additional Services, such as the format. SP reserves the right periodically to audit and monitor (physically or electronically) the use of the Additional Services to ensure compliance with this Agreement and to maintain and improve the provision of the Additional Services.
- b. SR shall be solely responsible to (i) determine which Non-BPS E-mails it wishes to deliver to SP for inclusion in the Additional Services and (ii) deliver such Non-BPS E-mails to SP via the delivery methods agreed to by the parties pursuant to paragraph 1(d)(ii). SR confirms that all Non-BPS E-mail will be dated accurately and agrees that the Applicable Retention Period for such E-mail will be determined by such date. In addition, SR must specify the Applicable Retention Period for all such Non-BPS E-mails at the time of delivery to SP. SR must notify SP of all e-mail domains and other types of electronic communications for which SR wishes SP to store data. SR shall be solely responsible for monitoring the delivery of Non-BPS E-mails to SP, notifying SP of any delivery failures or outages and confirming that SP has received such Non-BPS E-mails.



Only Non-BPS E-mails actually received by SP from SR in compliance with the previous sentence shall constitute Non-BPS E-mails under this Agreement.

- c. SR may, in accordance with any applicable SP policies (which currently include SR submitting an E-mail Request Form in the form specified by SP), obtain access to the Additional Services for the E-mail and VOIP Recordings of SR and the Covered SR Subsidiaries. SR represents, warrants and covenants that (i) it has and shall at all times maintain the authority, as a data controller if applicable, to access (or to designate one or more Administrative Users to access) the E-mail and VOIP Recordings of SR and the Covered SR Subsidiaries and to use the Additional Services in connection with such E-mail and VOIP Recordings, (ii) each legal entity in the Firm Number other than SR is a subsidiary of SR and (iii) SR shall use the Additional Services only with respect to the E-mail and VOIP Recordings of SR and the E-mail and VOIP Recordings of Covered SR Subsidiaries. SR represents, warrants and covenants that it will cause each Covered SR Subsidiary to be bound by the terms of this Agreement (or a comparable agreement with the applicable Affiliated Company of SP as specified by SP from time to time) as if each had executed such agreement as "SR" and to make SP a third-party beneficiary of such agreement. In addition, SR shall be responsible for and liable to SP for any liability, damages or harm that SP or its Affiliated Companies may incur in connection with access to the E-mail or VOIP Recordings of SR or Covered SR Subsidiaries, or with the use of the Additional Services by or on behalf of Covered SR Subsidiaries (or other SR subsidiaries or affiliates), and SR shall defend, indemnify and hold SP and its Affiliated Companies harmless from all losses, claims, demands, damages, expenses (including attorneys' fees), suits or other actions, or any liability whatsoever from or related to Covered SR Subsidiaries (or other SR subsidiaries or affiliates), their agents, employees or other third parties, incurred by SP in connection with access to E-mail or VOIP Recordings, the Additional Services or this Agreement. SR shall be solely responsible for specifying and maintaining at all times the accuracy of the information that SP maintains regarding which subsidiaries of SR are also Covered SR Subsidiaries. If any Covered SR Subsidiary ceases at any time to be a Covered SR Subsidiary, SR shall immediately notify SP thereof, request the removal of SR's access to such former Covered SR Subsidiary's E-mails and VOIP Recordings and cease its use of the Additional Services with respect to such E-mails and VOIP Recordings. Any Covered SR Subsidiary that desires, other than as an Administrative User of SR, to obtain access to the Additional Services, E-mails or VOIP Recordings must sign its own agreement with SP or its Affiliated Companies to so obtain access.
- d. SR shall be responsible for limiting access to the Additional Services to only those individuals to whom SR wishes SP to grant access. SR shall be fully responsible for all usage and activity of the Additional Services by and through any individual that receives access to the Additional Services through SR.
- e. SR shall, in accordance with SP's procedures as specified from time to time by SP, designate and notify SP of at least one person who has his or her own Bloomberg Anywhere subscription to the BLOOMBERG TERMINAL service to act as an administrator with respect to the Additional Services other than those related to VOIP Recordings (each such person, an "Administrative User"). During any period in which SR does not have an Administrative User, SR acknowledges that certain functionality may not be available and SP may charge SR additional fees in connection with any related Additional Services. SR shall promptly notify SP of any changes to any Administrative User. SR authorizes SP and its Affiliated Companies to accept all directions ("Directions") permitted by SP in connection with the Additional Services and this Agreement from Administrative Users and any SR employee or agents ("Users") that SP or its Affiliated Companies believe in their good faith judgment have authority to bind SR. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, SP or its Affiliated Companies may refuse to implement a Direction if SP or its Affiliated Companies is unsure in its good faith judgment as to whether the person delivering the Direction has the authority to do so.
- f. After the end of the Applicable Retention Period for given E-mails, an Administrative User may give Directions to SP to destroy such E-mails, in which event SP or its Affiliated Companies shall use reasonable efforts to destroy such specified E-mails; provided, however, that SP shall not be required to destroy any Recent BPS E-mail. In addition, after the end of the Applicable Retention Period for given E-mails, SP and its Affiliated Companies shall have no obligation to maintain, and may destroy at its option, any such E-mails. SR understands that upon instructions to destroy such E-mails, it is possible that copies of such E-mails may be retained if (i) the E-mail is a BPS E-mail and the counterparty to such BPS E-mail has not also specified that such BPS E-mail should be destroyed, (ii) the E-mail is a Non-BPS E-mail also provided to SP or its Affiliated Companies and the counterparty to such Non-BPS E-mail has not also specified that such Non-BPS E-mail should be destroyed, (iii) the E-mail is a BPS E-mail for which a Covered SR Subsidiary has separately requested retention on its own behalf pursuant to a separate agreement entered into between the Covered SR Subsidiary as SR and SP or its Affiliated Companies or (iv) SP or its Affiliated Companies determines in its good faith judgment not to destroy such E-mail to comply with applicable laws, rules, regulations or court order.
- g. SR shall keep confidential and not disclose to any third party any reports or memoranda made available by SP or its Affiliated Companies with respect to the system information or security practices of SP or its Affiliated Companies except to the extent SR is legally required to disclose any such reports or memoranda.
- h. SR shall notify SP, either in writing or through online functionality made available by SP, if SR or any Covered SR Subsidiary is a U.S. registered broker-dealer that desires SP to store its E-mail in compliance with the requirements of Rules 17a-4(f) and 17a-4(i) under the Securities Exchange Act of 1934. Upon such notification, (i) SP shall submit to the Securities and Exchange Commission the representation (a "SEC Letter") required pursuant to Rule 17a-4 and (ii) SP's applicable fees as described on the Fee Exhibit annexed hereto (the "Fee Exhibit") shall apply to SR's E-mail.

#### 4. Term and Termination

- a. This Agreement shall be effective from the date it is accepted by SP and shall remain in full force and effect thereafter until the date that is two years after the date that the Additional Services are first provided (the "Term"), unless earlier terminated during the Term or any renewal thereof, as follows: (i) SR may terminate this Agreement at any time for any reason upon not less than 60 days' prior written notice to SP and upon payment of the charges set forth in paragraph 5 of this Agreement, (ii)

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SP may terminate this Agreement upon not less than 60 days' prior written notice to SR if SP determines, in its sole good faith judgment, that it has a good business reason to terminate, including without limitation, concerns about competition or interference with the BLOOMBERG TERMINAL service or the Additional Services and (iii) SP may terminate this Agreement upon 30 days' written notice to SR if SR breaches any of the provisions of this Agreement or the Bloomberg Agreement. This Agreement shall terminate automatically upon the termination of the Bloomberg Agreement. The Term shall be renewed automatically for successive two-year periods unless SR or SP elects not to renew by giving not less than 60 days' prior notice to the other.

- b. SP or its Affiliated Companies reserve the right to modify the Additional Services and policies at any time without prior notice to SR; provided, however, that SP shall give SR not less than 120 days' prior written or electronic notice of any such modification that affects the accuracy of any statements sent to governmental agencies on behalf of SR or SP's ability to enable SR to rely on the Additional Services to satisfy SR's governmental compliance obligations. SP reserves the right to amend the terms of this Agreement at any time upon not less than 120 days' prior written notice to SR.
- c. Upon the termination of this Agreement for any reason, SP and its Affiliated Companies shall have no obligation to maintain and may destroy: (i) any E-mails, after the completion of the 90-day period commencing on the date of termination of this Agreement; provided, however, that no BPS E-mails shall be destroyed during the period of time during which they are Recent BPS E-mails and (ii) any VOIP Recordings immediately upon termination. With respect to E-mails, prior to the expiration of such 90-day period, an Administrative User may request copies of E-mails and/or VOIP Recordings be delivered to SR or a designee and SP shall deliver them as described in paragraph 2(d) hereof. If an Administrative User has requested that any or all Non-BPS E-mails or Older BPS E-mails be destroyed prior to the end of such 90-day period in accordance with paragraph 3(f) hereof, SP or its Affiliated Companies shall provide written confirmation to SR upon destruction of such Non-BPS E-mails or Older BPS E-mails.
- d. During the Term, this Agreement and not the Bloomberg Agreement or any Bloomberg E-mail Message Retrieval and Monitoring Agreement between SP and SR (the "E-mail Agreement") shall apply to BPS E-mail. During the Term, this Agreement and not the Bloomberg Agreement or any VOIP Agreement between SP and SR (the "VOIP Agreement") shall apply to VOIP Recordings. Subject to paragraph 4(c) hereof, after the termination of this Agreement for any reason, the Bloomberg Agreement and any E-mail Agreement shall apply to BPS E-mail and SR must have a then-effective E-mail Agreement with SP to access BPS E-mail or obtain copies of BPS E-mail. Subject to paragraph 4(c) hereof, after the termination of this Agreement for any reason, the Bloomberg Agreement and any VOIP Agreement shall apply to VOIP Recordings and SR must have a then-effective VOIP Recording and Retrieval Agreement with SP to access VOIP Recordings or obtain copies of VOIP Recordings.

#### 5. Fees

- a. SR agrees that, for any of the Additional Services used by SR for which SP charges a fee, SR shall pay SP the applicable fees and charges set forth on the Fee Exhibit, together with (i) any applicable taxes for the Additional Services and (ii) any charge for installation, relocation, removal, supplemental services or any other changes to the Additional Services at SP's then prevailing rates, all of which shall be payable upon presentation of an invoice therefor. SP as of the date of this Agreement only charges a fee for those Additional Services listed on the Fee Exhibit. If this Agreement is renewed for any additional period beyond the initial Term, the applicable fees and charges payable for any such renewal period shall be calculated at the prevailing rates then offered by SP, and the Fee Exhibit shall be considered to be amended accordingly. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing this Agreement. To the extent permitted by law, SP may send and SR agrees to receive invoices via electronic mail.
- b. SR shall be responsible for and shall pay for all costs of communications (including without limitation, network access, bandwidth and circuit costs) and electrical and common carrier equipment charges incurred in connection with the Additional Services.
- c. If SR selects any supplemental services, including without limitation charges for data retrieval or transmission, customizations, integration and on-site deployments, all charges related to such supplemental services shall automatically be charged at SP's then-prevailing rates and SR shall be invoiced accordingly. In addition, SR shall pay all additional applicable fees not described elsewhere in this Agreement for which SR has been given not less than 120 days' prior written or electronic notice. SP or its Affiliated Companies reserve the right, upon not less than 120 days' prior written or electronic notice, to commence charging SR for any of the Additional Services. SR shall pay any sales tax, VAT, GST or similar taxes imposed on any fees or charges under this Agreement.
- d. Upon any termination of this Agreement, SR shall be liable for all amounts payable pursuant to paragraph 5 hereof through the date of termination. If SR terminates this Agreement pursuant to paragraph 4(a)(i) above or SP terminates this Agreement pursuant to paragraph 4(a)(iii) above, SR shall be liable for all fees through the termination date plus a termination charge in an amount equal to 50% of the charges calculated in accordance with this Agreement for the balance of the Term. The Monthly Charge (as defined in the Fee Exhibit) for the purpose of this calculation shall be the average of the monthly charge of the three complete calendar months immediately preceding the month in which notice of termination is delivered; provided, however, that if notice of termination is delivered earlier than 3 months after this Agreement is accepted by SP, then the Monthly Charge for the purpose of this calculation shall be the greater of (i) the average of the monthly charges of the complete calendar month(s) immediately preceding the month in which notice of termination is delivered or (ii) the minimum monthly fee for the applicable Additional Services as of the date notice of termination is delivered.

#### 6. Compliance with Laws and Liability

- a. SR represents, warrants and covenants that SR and the Covered SR Subsidiaries (i) shall, and shall be solely responsible to, comply with all applicable laws, rules and regulations, including but not limited to data privacy, recordkeeping, employment, brokerage and securities laws in connection with the use of the Additional Services, including, where applicable, providing all

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necessary notifications to and securing all necessary authorizations and consents from employees, customers, other users or individuals and regulators and (ii) have all requisite rights to use, and to authorize SP and its Affiliated Companies to provide, the Additional Services for all E-mail and VOIP Recordings covered by this Agreement.

- b. SP AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SERVICES OR RESULTS TO BE ATTAINED BY SR OR OTHERS FROM THE USE OF THE ADDITIONAL SERVICES, AND EACH DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. To the maximum extent permitted by law, SP and its Affiliated Companies shall not be responsible for or have any liability for any injuries or damages caused by delays or interruptions of the Additional Services, from whatever cause (including, without limitation, negligence or otherwise). SP and its Affiliated Companies shall have no liability or responsibility for the security or maintenance of any data input or transmitted by SR. SP, its Affiliated Companies, its and their suppliers and its and their third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages (whether caused by negligence or otherwise) arising in connection with the E-mail, the VOIP Recordings, the Additional Services or this Agreement and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against SR by any other party. SR shall defend, indemnify and hold SP and its Affiliated Companies harmless from all losses, claims, demands, damages, expenses (including attorneys' fees), suits or other actions, or any liability whatsoever arising from the provision by SP or its Affiliated Companies of the Additional Services to SR or SR's use of the Additional Services. To the extent permitted by law, the aggregate liability of SP and its Affiliated Companies arising in connection with the E-mail, the VOIP Recordings, the Additional Services and this Agreement for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the Additional Services during the three months preceding the first loss or damage. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstance beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Additional Services may be brought by SR more than one year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law.
- c. Notwithstanding any limitations contained in paragraph 6(b) to the contrary, SP agrees to indemnify SR and hold it harmless and at SP's expense defend SR against any claim that the Additional Services infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) SR shall promptly notify SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action to which this indemnity relates and (iii) SR shall cooperate in every reasonable way to facilitate such defense. If SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR shall promptly notify SP of such activities.
- d. Monitoring functionalities may not be applied by SR to limit or restrict the general overall availability and use of E-mail functionality on the BLOOMBERG TERMINAL service by SR and its users. SP or its Affiliated Companies shall provide, and SR may use, the monitoring functions only to enforce policies if the specific policies are implemented by SR in a manner that does not discriminate against SP's electronic communications media as compared to SR's electronic communications media.

#### 7. Miscellaneous

- a. SR may assign this Agreement only with the prior written consent of SP. SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an affiliate of SP, which may discharge those responsibilities, obligations and duties on behalf of SP.
- b. SR recognizes that SP, its Affiliated Companies, their suppliers and their affiliated entities (together, the "Covered Entities"), each have rights with respect to the Additional Services, including the software, data, information and other items provided under this Agreement. Paragraph 6(b) of this Agreement shall be for the benefit of the Covered Entities and the respective affiliates, successors, assigns, officers, directors, employees and representatives of the Covered Entities. This Agreement may be varied or terminated without the consent of any third-party beneficiary.
- c. This Agreement, together with the Fee Exhibit, constitutes the entire agreement between the parties as to the subject matter hereof. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving to the maximum extent the rights and commercial expectations of the parties. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto. This Agreement, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form. For inquiries, please contact Bloomberg L.P., operating agent of Bloomberg Finance L.P., at 731 Lexington Avenue, New York, NY 10022, Telephone (212) 850-0001, or any successor operating agent or other party as specified by Bloomberg Finance L.P. from time to time. If there are any inconsistencies between this Agreement and the Bloomberg Agreement with respect to the Additional Services, this Agreement shall govern. Paragraphs 4(c), 6(a)-(c) and 7(d) hereof shall survive the termination of this Agreement and shall continue in full force and effect.
- d. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York regardless of the substantive law that might otherwise govern under applicable choice-of-law principles. The parties hereto, their successors and assigns, agree to submit to the exclusive jurisdiction of the federal and state courts located in New York County, New York in connection with any matters arising out of or relating to this Agreement and waive all objections to the selection of such venue or to such courts' assertion of jurisdiction over the parties regarding such matters, including without limitation on the grounds of forum non conveniens and sovereign immunity.

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Agreed to by:  
**CESKOMORAVSKA ZARUCNI A ROZVOJOVA BANKA AS**  
Company Name

Agreed to by:  
**BLOOMBERG FINANCE L.P.**  
By: **BLOOMBERG (GP) FINANCE LLC,**  
General Partner

Signature (Only authorized signatory, officer, partner or proprietor)

**JIŘÍ JIRÁSEK**

**IVO ŠKRABAL**

Name (Please type or print)

**CHAIRMAN OF THE BOARD**

**MEMBER OF THE BOARD**

Title (Please type or print)

Signature of Authorized Signatory

**11/10/2017**

Date

Date

BLOOMBERG, BLOOMBERG TERMINAL, BLOOMBERG PROFESSIONAL, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG TRADEBOOK, BLOOMBERG BONDTRADER, BLOOMBERG TELEVISION, BLOOMBERG RADIO, BLOOMBERG.COM and BLOOMBERG ANYWHERE are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries. All rights reserved. 6126308.45



**FEE EXHIBIT TO BLOOMBERG VAULT AGREEMENT**

SR shall pay SP fees in connection with the Additional Services under this Agreement, as described in the applicable Addendum to this Agreement (each an "Addendum" and collectively the "Addenda"). Fees shall commence on the date each Addendum is accepted by SP (the "Addendum Effective Date") and shall continue until the end of the then current Term or renewal term as applicable under this Agreement. Additionally, the fees shall be adjusted if other Additional Services are requested by SR after the initial Addendum Effective Date. For purposes of clarification, a partial month shall count as a full month. All monthly fees payable under each Addendum shall be paid on a monthly basis in arrears. All annual fees payable under each Addendum shall be paid on an annual basis in arrears. SP reserves the right to impose or adjust fees for any services provided under this Agreement in accordance with paragraph 5 hereunder. Each of the services described in the Addenda shall be deemed an "Additional Service" under this Agreement.

For purposes of this Agreement, (i) one gigabyte shall mean 1,000,000,000 bytes; and (ii) one terabyte shall mean 1,000 gigabytes. For purposes of calculating the amount payable by SR for any storage extension fees under the Addenda, all applicable SR communication and voice Records will be aggregated. SR shall not be eligible for a refund of any fees for early termination of this Agreement by either SR or SP. All fees hereunder are exclusive of any applicable taxes. All applicable taxes, including, without limitation, sales tax, VAT, GST and similar taxes, shall be in addition to the charges for the Additional Services and shall be the responsibility of SR. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing this Agreement. Any fee increase that is implemented in accordance with the Agreement shall take effect as specified in this Agreement notwithstanding the issuance of a Fee Exhibit setting forth different fees. All amounts displayed on this Agreement are in U.S. dollars.

