

BLOOMBERG TRADEBOOK SINGAPORE PTE LTD MARKET PARTICIPANT AGREEMENT

This Bloomberg Tradebook Singapore Pte Ltd Market Participant Agreement (the "Agreement"), by and between **BLOOMBERG TRADEBOOK SINGAPORE PTE LTD**, a company incorporated in Singapore with company number 200104338R ("**BTSP**"), and **CZECH REPUBLIC - MINISTRY OF FINANCE** ("**Participant**"), is effective as of the date entered below. Capitalised terms used but not defined herein have the meanings given to such terms in the Market Rulebook (as defined below).

1. **Services.** BTSP is authorised and regulated by the Monetary Authority of Singapore (the "MAS") to act as the operator of an organised market (the "Market"). Participant wishes to receive access to certain services in connection with the Market pursuant to this Agreement (the "Services"). BTSP is willing to provide the Services to Participant pursuant to this Agreement. BTSP will provide Participant with access to one or more systems or platforms for the negotiation of Instruments as provided in the Market Rulebook.
2. **Participant's Obligations, Acknowledgments and Consents.**
 - 2.1. Participant shall be bound by and comply with the rules and regulations established by BTSP applicable to the Services contained in the Market Rulebook (as supplemented or amended from time to time in accordance with its terms set forth in the Market Rulebook, the "Market Rulebook"), and acknowledges that Participant has read, understood and will abide by the Market Rulebook. Except as otherwise provided herein, in the event of any conflict between this Agreement and the Market Rulebook, the Market Rulebook shall govern.
 - 2.2. Participant shall pay all applicable access and transactional fees of which Participant has been given prior written or electronic notice, in each case related to the use of the Market by Participant, and any sales tax, VAT, GST or similar taxes imposed on the access and transactional fees.
 - 2.3. Upon the prior written request of BTSP, Participant shall promptly provide to BTSP information about its Authorised Traders or Principals as BTSP deems, in its sole discretion, be necessary to provide the Services.
 - 2.4. Participant shall allow only duly authorised employees and representatives of Participant, previously identified to BTSP, to use the Services.
 - 2.5. Participant acknowledges and agrees that: (a) at no time does BTSP (i) act as a dealer, underwriter, selling group participant, private placement agent, promoter, offeror, marketer or trading counterparty with respect to Instruments regarding which Participant negotiates via the Services, or (ii) review, approve, assess the suitability of or conduct any due diligence on, such Instruments or, the issuers of such Instruments, or any materials posted by any brokers or dealers with respect to such Instruments; and (b) Participant is responsible for its own due diligence on Instruments regarding which Participant negotiates via the Services, for determining the suitability of any transactions entered into using the Services, and for verifying the accuracy of any materials posted by any brokers or dealers with respect to such Instruments.
 - 2.6. Participant agrees that BTSP may disclose any information provided by or relating to Participant, or its Agents, Authorised Traders, Principal or other agents, or trades negotiated by Participant or of its Principals, including the content of this Agreement, to any governmental, regulatory or self-regulatory authority, or to any other person or entity as required by Applicable Law or as necessary to facilitate Participant's use of the Services.
3. **Participant's Representations and Warranties.** Participant hereby represents, warrants and covenants to BTSP, and each time Participant or any of its Authorised Traders enters an order, requests a quote or trade, negotiates or effects a transaction or otherwise uses the Services, Participant shall be deemed by such act to represent, warrant and covenant to BTSP, that:
 - 3.1. Participant (a) and its Authorised Traders are and will be in compliance in all material respects with Applicable Law and (b) has provided and obtained and shall maintain all required notifications or consents (e.g., for the collection, processing, transfer, and disclosure of certain personal information of Authorised Traders, Principals and their respective directors, officers, employees and shareholders as required by Applicable Law or government request or required by BTSP to comply with Applicable Law, BTSP policy and BTSP's internal screening policies including BTSP's performance of its anti-money laundering obligations);
 - 3.2. Participant has all requisite legal authority and capacity to enter into this Agreement and to use the Services on its own behalf and, if applicable, in the name and on behalf of each of its Principals;
 - 3.3. All securities and other financial instruments offered for sale by Participant to any other person or entity via the Market ("Customer") shall comply with the applicable registration requirements of the jurisdiction(s) in which the Customer is located, or fall within an exemption from such registration;
 - 3.4. Participant is solely responsible for complying with any prospectus and offering material delivery requirements applicable to securities and other financial instruments offered for sale by Participant to Customers;

Account:  Agreement: 3165810 Order: 26721488 DT: 2350 Cl: TSP Pg 1 of 4 BTBSPartAgr 11/01/21



ID 5951526

- 3.5. Participant understands that the laws of many jurisdictions require non-resident firms to obtain licenses as financial services providers before soliciting transactions from entities located in such jurisdictions and Participant has obtained all required licenses in the jurisdictions in which Customers are located or falls within an applicable exemption from such registration; and
- 3.6. (a) BTSPL has neither recommended to Participant the counterparty to any trade, nor is BTSPL responsible for any acts or omissions of such counterparty; (b) BTSPL has not recommended, solicited or advised Participant to place any order or engage in any trade; and (c) Participant has made an independent decision to enter such order, enter into such trade or make such other use of the Services, and has determined that such order, trade or other use is appropriate and proper for Participant.
4. **Termination.** Subject to Applicable Law and Chapter 2 (Participants) and the relevant successor provisions of the Market Rulebook, BTSPL or Participant may terminate this Agreement by giving the other prior written notice. The Agreement will be terminated immediately unless otherwise stated in the notice. Termination of this Agreement shall not affect liability accrued as of termination. Paragraphs 2.6 to 7 and 11 shall survive termination of this Agreement and continue in full force and effect.
5. **Limitations of Liabilities; Indemnities.**
- 5.1. BTSPL AND ITS AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY PARTICIPANT OR OTHERS FROM THE USE OF THE SERVICES, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. BTSPL AND ITS AFFILIATES SHALL NOT BE LIABLE FOR TAKING ANY ACTION THEY DETERMINE IS NECESSARY OR DESIRABLE TO COMPLY WITH THEIR GOOD-FAITH UNDERSTANDING OF ANTI-MONEY-LAUNDERING LAWS AND REGULATIONS OR ANY OTHER APPLICABLE LAW. The information and data contained in the Services are derived from sources deemed reliable, but BTSPL, its affiliates and its and their suppliers do not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. To the maximum extent permitted by law, BTSPL and its affiliates shall not be responsible for or have any liability for any injuries or damages caused by the Services or by delays or interruptions of the Services, from whatever cause, and shall not be liable for damages arising from the use of the Services. Participant is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. BTSPL and its affiliates shall have no liability or responsibility for the security or maintenance of any data input by Participant.
- 5.2. BTSPL, its affiliates, 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 the negligence of BTSPL or its affiliates or any of its and their employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this Agreement or the use of the Services and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against Participant by any other party.
- 5.3. BTSPL and its affiliates make no warranties, express or implied, with respect to the Services. To the maximum extent permitted by law, Participant releases BTSPL and its affiliates and its third-party agents from all liability, including, without limitation, for any lost profits, losses, punitive, incidental or consequential damages arising from Participant's use or any use by Participant's Authorised Traders, Agents, customers, clients, Principals or other agents of the Services, including but not limited to any failure of any connection to the Services, regardless of the cause.
- 5.4. Participant shall indemnify, hold harmless and at Participant's expense defend BTSPL and its directors, officers, employees, affiliates and agents, against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with a breach of this Agreement by Participant or the use of the Services by Participant or its Authorised Traders, Agents, customers, clients, Principals or other agents.
- 5.5. Notwithstanding anything to the contrary in this Agreement, to the extent permitted by law, the aggregate liability of BTSPL and its affiliates arising in connection with this Agreement and the Services for damages, regardless of the form of the action, shall not exceed the fees paid by Participant during the three months preceding the first loss or damage (the "Liability Cap") for the Services for the particular Subscription Category or Categories to which the damages relate, and this shall be Participant's exclusive remedy; provided, however, that the Liability Cap shall never be less than US\$5000 nor exceed US\$1 million (the "Annual Maximum Liability Amount"); provided, further, that the Annual Maximum Liability Amount shall limit Participant's aggregate claims in connection with this Agreement and the Services across all Subscription Categories during each calendar year. As used in this Agreement, the "Subscription Categories" are those categories of products and/or billing classifications set forth from time to time in Participant's "rate card" for the Services.
- 5.6. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services may be brought by Participant 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.
- 5.7. Notwithstanding any limitations contained in paragraphs 5.1 through 5.6 to the contrary, BTSPL agrees to indemnify Participant and hold it harmless and at BTSPL's expense defend Participant against any claim that the programs, data, information and other items provided by BTSPL hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided, however, that (a) Participant shall promptly notify BTSPL in writing of the claim, (b) BTSPL shall have sole control of the settlement and defense of any action to which this indemnity relates, (c) Participant shall cooperate in



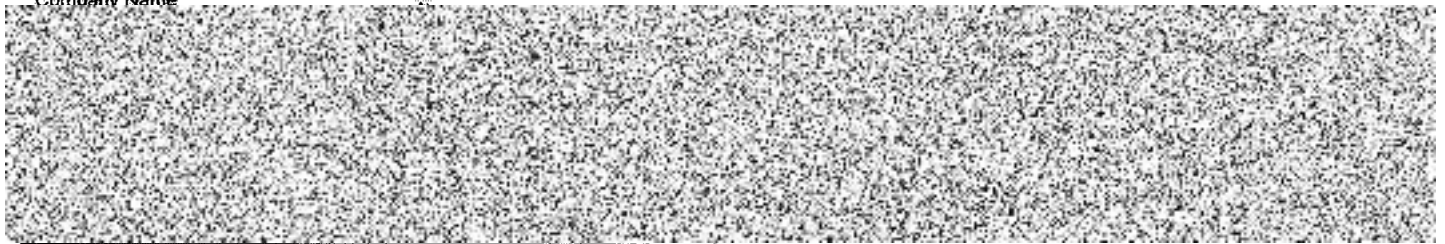
every reasonable way to facilitate such defense, and (d) if Participant becomes aware of any suspected infringement by a third party of any proprietary rights of BTSPL, Participant shall promptly notify BTSPL of such activities.

6. **Proprietary Rights.** BTSPL and/or its affiliates own all intellectual property rights relating to the Services and derivative works created therefrom. Participant acknowledges that the Services, related materials and software were developed, compiled and arranged by BTSPL and its affiliates through expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets. Participant shall not recompile, disassemble, reverse engineer, make or distribute any other form of, or create derivative works from, the Services, or use any of BTSPL's or its affiliates' marks or trade names without prior written consent of BTSPL.
7. **Use of Data; Participant Right to Disclose the Agreement.** Participant hereby grants BTSPL a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, full sublicenseable and freely assignable license to store, use, copy, display, disseminate and create derivative works from: (i) the price and quantity data for each negotiation entered into by Participant or its Principals via the Services and (ii) each bid, offer and/or order provided via the Services by Participant or its Principals (the "Trading Data"); provided, however, that BTSPL shall not, and shall not purport to authorize third parties (including its affiliates) to (1) use the Trading Data to replicate or reverse engineer Participant's trading strategies (except as required by Applicable Law or to comply with BTSPL's regulatory obligations) or (2) sell, retransmit or redistribute Trading Data except (a) to other participants of the Market as necessary to provide the Services; (b) where such Trading Data is anonymized and is not segregated from similar data sourced from other participants of the Market; or (c) as required by Applicable Law, to comply with BTSPL's regulatory obligations or as necessary to provide any services requested by Participant. Nothing in this Agreement or the Market Rulebook shall prevent Participant from using Participant's Trading Data. As required by Applicable Law or as directed by a governmental, regulatory or self-regulatory authority with jurisdiction over Participant or its Principal, Participant may provide this Agreement to any governmental, regulatory or self-regulatory authority or to any other person or entity.
8. **Validity.** If any Agreement provision is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected and each such provision shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties.
9. **Complete Agreement; Construction.** This Agreement is the complete and exclusive statement of the parties' agreements regarding the subject matter hereof and supersedes any oral or written communications, representations or agreements relating thereto. No Agreement changes or waivers shall be binding unless in a writing signed by the parties, except that BTSPL may, with notice to Participant, amend this Agreement for regulatory reasons or to comply with Applicable Law and Participant's use of the Services after such notice shall be deemed Participant's acceptance of the amendment. BTSPL may amend the Market Rulebook in accordance with paragraph 2.1 of this Agreement. This Agreement, including any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail, or other electronic means, including, via a website designated by BTSPL, by completing the procedures specified on that website. Any such electronic mail transmission, or communication via other 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. Participant agrees that it has the ability to store the information delivered to Participant electronically such that it remains accessible to Participant in an unchanged form. Unless the context otherwise requires: (i) forms of the word "include" mean that the inclusion is not limited to the items listed; (ii) "or" is disjunctive but not exclusive; and (iii) words in the singular include the plural, and in the plural include the singular.
10. **Assignment.** Neither BTSPL nor Participant may assign this Agreement, in whole or in part, without the prior written consent of the other party; provided, however, that BTSPL may assign this Agreement, in whole or part, without Participant's consent, to a BTSPL affiliate.
11. **Governing Law.** 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.
12. **Consent to Electronic Delivery.** Participant consents to the provision of information not specifically addressed to Participant and to delivery of all correspondence or communications related to this Agreement or in connection with Participant's use of the Services by e-mail or other electronic means or to a website designated by BTSPL, subject to Applicable Law. Any documents delivered to Participant electronically are deemed to be in "writing."



Agreed to by:
CZECH REPUBLIC - MINISTRY OF FINANCE
Company Name

Agreed to by:
BLOOMBERG TRADEBOOK SINGAPORE PTE LTD



Title (Please type or print)

31.3.2023

4/6/2023

Date

Date

800531644.13

Account:  Agreement: 3165810 Order: 26721488 DT: 2350 Cl: TSP Pg 4 of 4 BTBSPartAgr 11/01/21



ID 5951526