

SUBSCRIPTION ORDER FORM

Commencement Date	01 September 2023
Client Company	Exportní garanční a pojišťovací společnost, a.s.
Client Address	Vodickova 34/701 Prague 1, 111 21 Czech Republic
Client Contact	██████████
Client Contact Email Address	██████████
Billing Company (if different than above)	Exportní garanční a pojišťovací společnost, a.s.
EIU Account Manager	██████████
Order Number	335422
Licensed Products	As listed in Table A
Product Duration	As listed in Table A
Type of Access	Internet
Type of Authentication	Username and Password
Authorized Users	The number of unique users as listed in Table A
License Fee	As listed in Table A
Payment Term	Client shall remit all amounts due within 30 days of the invoice date
License	To access and use the Licensed Products during the Agreement Term (or such shorter period as may be specified in the attachments) for the Permitted Purposes subject to the Terms and Conditions of Access
Agreement Term	From the date it is signed by both parties until expiry of the Product Duration (and, thereafter, subject to the provisions for termination as set out in Terms and Conditions of Access)
PO Number (if required)	
VAT/GST/CNPJ Number (if required)	

TABLE A

LICENSED PRODUCT BREAKDOWN

Licensed Products	Commencement Date	Product Duration (months)	Number of Authorized Users	Number of Geographies	License Fee
EIU Viewpoint Country Analysis Advanced Global	01 September 2023	12	6-10	198	
				Grand Total:	19,000.00 EUR

LICENSED PRODUCT COVERAGE

Licensed Products	Licensed Product Coverage
EIU Viewpoint Country Analysis Advanced Global	Anguilla
EIU Viewpoint Country Analysis Advanced Global	Argentina
EIU Viewpoint Country Analysis Advanced Global	Aruba
EIU Viewpoint Country Analysis Advanced Global	Bahamas
EIU Viewpoint Country Analysis Advanced Global	Barbados
EIU Viewpoint Country Analysis Advanced Global	Belize
EIU Viewpoint Country Analysis Advanced Global	Bermuda
EIU Viewpoint Country Analysis Advanced Global	Bolivia
EIU Viewpoint Country Analysis Advanced Global	Brazil
EIU Viewpoint Country Analysis Advanced Global	British Virgin Islands
EIU Viewpoint Country Analysis Advanced Global	Canada
EIU Viewpoint Country Analysis Advanced Global	Cayman Islands
EIU Viewpoint Country Analysis Advanced Global	Chile
EIU Viewpoint Country Analysis Advanced Global	Colombia
EIU Viewpoint Country Analysis Advanced Global	Costa Rica
EIU Viewpoint Country Analysis Advanced Global	Cuba
EIU Viewpoint Country Analysis Advanced Global	Curacao
EIU Viewpoint Country Analysis Advanced Global	Dominica
EIU Viewpoint Country Analysis Advanced Global	Dominican Republic
EIU Viewpoint Country Analysis Advanced Global	Ecuador
EIU Viewpoint Country Analysis Advanced Global	El Salvador
EIU Viewpoint Country Analysis Advanced Global	Grenada
EIU Viewpoint Country Analysis Advanced Global	Guatemala
EIU Viewpoint Country Analysis Advanced Global	Guyana
EIU Viewpoint Country Analysis Advanced Global	Haiti
EIU Viewpoint Country Analysis Advanced Global	Honduras

EIU Viewpoint Country Analysis Advanced Global	Jamaica
EIU Viewpoint Country Analysis Advanced Global	Mexico
EIU Viewpoint Country Analysis Advanced Global	Montserrat
EIU Viewpoint Country Analysis Advanced Global	Nicaragua
EIU Viewpoint Country Analysis Advanced Global	Panama
EIU Viewpoint Country Analysis Advanced Global	Paraguay
EIU Viewpoint Country Analysis Advanced Global	Peru
EIU Viewpoint Country Analysis Advanced Global	Puerto Rico
EIU Viewpoint Country Analysis Advanced Global	St Lucia
EIU Viewpoint Country Analysis Advanced Global	Suriname
EIU Viewpoint Country Analysis Advanced Global	Uruguay
EIU Viewpoint Country Analysis Advanced Global	Venezuela
EIU Viewpoint Country Analysis Advanced Global	Antigua and Barbuda
EIU Viewpoint Country Analysis Advanced Global	Sint Maarten
EIU Viewpoint Country Analysis Advanced Global	St Kitts and Nevis
EIU Viewpoint Country Analysis Advanced Global	St Vincent & Grenadines
EIU Viewpoint Country Analysis Advanced Global	Trinidad and Tobago
EIU Viewpoint Country Analysis Advanced Global	Turks and Caicos Islands
EIU Viewpoint Country Analysis Advanced Global	United States of America
EIU Viewpoint Country Analysis Advanced Global	Afghanistan
EIU Viewpoint Country Analysis Advanced Global	Australia
EIU Viewpoint Country Analysis Advanced Global	Azerbaijan
EIU Viewpoint Country Analysis Advanced Global	Bangladesh
EIU Viewpoint Country Analysis Advanced Global	Bhutan
EIU Viewpoint Country Analysis Advanced Global	Brunei
EIU Viewpoint Country Analysis Advanced Global	Cambodia
EIU Viewpoint Country Analysis Advanced Global	China
EIU Viewpoint Country Analysis Advanced Global	Fiji
EIU Viewpoint Country Analysis Advanced Global	Hong Kong
EIU Viewpoint Country Analysis Advanced Global	India
EIU Viewpoint Country Analysis Advanced Global	Indonesia
EIU Viewpoint Country Analysis Advanced Global	Japan
EIU Viewpoint Country Analysis Advanced Global	Laos
EIU Viewpoint Country Analysis Advanced Global	Macau
EIU Viewpoint Country Analysis Advanced Global	Malaysia
EIU Viewpoint Country Analysis Advanced Global	Maldives
EIU Viewpoint Country Analysis Advanced Global	Mongolia

EIU Viewpoint Country Analysis Advanced Global	Nepal
EIU Viewpoint Country Analysis Advanced Global	New Caledonia
EIU Viewpoint Country Analysis Advanced Global	New Zealand
EIU Viewpoint Country Analysis Advanced Global	North Korea
EIU Viewpoint Country Analysis Advanced Global	Pakistan
EIU Viewpoint Country Analysis Advanced Global	Papua New Guinea
EIU Viewpoint Country Analysis Advanced Global	Philippines
EIU Viewpoint Country Analysis Advanced Global	Samoa
EIU Viewpoint Country Analysis Advanced Global	Singapore
EIU Viewpoint Country Analysis Advanced Global	Solomon Islands
EIU Viewpoint Country Analysis Advanced Global	South Korea
EIU Viewpoint Country Analysis Advanced Global	Sri Lanka
EIU Viewpoint Country Analysis Advanced Global	Taiwan
EIU Viewpoint Country Analysis Advanced Global	Thailand
EIU Viewpoint Country Analysis Advanced Global	Tonga
EIU Viewpoint Country Analysis Advanced Global	Vanuatu
EIU Viewpoint Country Analysis Advanced Global	Vietnam
EIU Viewpoint Country Analysis Advanced Global	Myanmar
EIU Viewpoint Country Analysis Advanced Global	Timor-Leste
EIU Viewpoint Country Analysis Advanced Global	Albania
EIU Viewpoint Country Analysis Advanced Global	Armenia
EIU Viewpoint Country Analysis Advanced Global	Austria
EIU Viewpoint Country Analysis Advanced Global	Belarus
EIU Viewpoint Country Analysis Advanced Global	Belgium
EIU Viewpoint Country Analysis Advanced Global	Bosnia and Hercegovina
EIU Viewpoint Country Analysis Advanced Global	Bulgaria
EIU Viewpoint Country Analysis Advanced Global	Croatia
EIU Viewpoint Country Analysis Advanced Global	Cyprus
EIU Viewpoint Country Analysis Advanced Global	Czech Republic
EIU Viewpoint Country Analysis Advanced Global	Denmark
EIU Viewpoint Country Analysis Advanced Global	Estonia
EIU Viewpoint Country Analysis Advanced Global	Finland
EIU Viewpoint Country Analysis Advanced Global	France
EIU Viewpoint Country Analysis Advanced Global	Georgia
EIU Viewpoint Country Analysis Advanced Global	Germany
EIU Viewpoint Country Analysis Advanced Global	Greece
EIU Viewpoint Country Analysis Advanced Global	Hungary

EIU Viewpoint Country Analysis Advanced Global	Iceland
EIU Viewpoint Country Analysis Advanced Global	Ireland
EIU Viewpoint Country Analysis Advanced Global	Italy
EIU Viewpoint Country Analysis Advanced Global	Kazakhstan
EIU Viewpoint Country Analysis Advanced Global	Kyrgyz Republic
EIU Viewpoint Country Analysis Advanced Global	Latvia
EIU Viewpoint Country Analysis Advanced Global	Lithuania
EIU Viewpoint Country Analysis Advanced Global	Luxembourg
EIU Viewpoint Country Analysis Advanced Global	Malta
EIU Viewpoint Country Analysis Advanced Global	Moldova
EIU Viewpoint Country Analysis Advanced Global	Montenegro
EIU Viewpoint Country Analysis Advanced Global	Netherlands
EIU Viewpoint Country Analysis Advanced Global	North Macedonia
EIU Viewpoint Country Analysis Advanced Global	Norway
EIU Viewpoint Country Analysis Advanced Global	Poland
EIU Viewpoint Country Analysis Advanced Global	Portugal
EIU Viewpoint Country Analysis Advanced Global	Romania
EIU Viewpoint Country Analysis Advanced Global	Russia
EIU Viewpoint Country Analysis Advanced Global	Serbia
EIU Viewpoint Country Analysis Advanced Global	Slovakia
EIU Viewpoint Country Analysis Advanced Global	Slovenia
EIU Viewpoint Country Analysis Advanced Global	Spain
EIU Viewpoint Country Analysis Advanced Global	Sweden
EIU Viewpoint Country Analysis Advanced Global	Switzerland
EIU Viewpoint Country Analysis Advanced Global	Tajikistan
EIU Viewpoint Country Analysis Advanced Global	Turkey
EIU Viewpoint Country Analysis Advanced Global	Turkmenistan
EIU Viewpoint Country Analysis Advanced Global	Ukraine
EIU Viewpoint Country Analysis Advanced Global	United Kingdom
EIU Viewpoint Country Analysis Advanced Global	Uzbekistan
EIU Viewpoint Country Analysis Advanced Global	Algeria
EIU Viewpoint Country Analysis Advanced Global	Angola
EIU Viewpoint Country Analysis Advanced Global	Bahrain
EIU Viewpoint Country Analysis Advanced Global	Benin
EIU Viewpoint Country Analysis Advanced Global	Botswana
EIU Viewpoint Country Analysis Advanced Global	Burkina Faso
EIU Viewpoint Country Analysis Advanced Global	Burundi

EIU Viewpoint Country Analysis Advanced Global	Cameroon
EIU Viewpoint Country Analysis Advanced Global	Central African Republic
EIU Viewpoint Country Analysis Advanced Global	Chad
EIU Viewpoint Country Analysis Advanced Global	Comoros
EIU Viewpoint Country Analysis Advanced Global	Congo (Brazzaville)
EIU Viewpoint Country Analysis Advanced Global	Cote d'Ivoire
EIU Viewpoint Country Analysis Advanced Global	Djibouti
EIU Viewpoint Country Analysis Advanced Global	Egypt
EIU Viewpoint Country Analysis Advanced Global	Equatorial Guinea
EIU Viewpoint Country Analysis Advanced Global	Eritrea
EIU Viewpoint Country Analysis Advanced Global	Ethiopia
EIU Viewpoint Country Analysis Advanced Global	Gabon
EIU Viewpoint Country Analysis Advanced Global	Ghana
EIU Viewpoint Country Analysis Advanced Global	Guinea
EIU Viewpoint Country Analysis Advanced Global	Guinea-Bissau
EIU Viewpoint Country Analysis Advanced Global	Iran
EIU Viewpoint Country Analysis Advanced Global	Iraq
EIU Viewpoint Country Analysis Advanced Global	Israel
EIU Viewpoint Country Analysis Advanced Global	Jordan
EIU Viewpoint Country Analysis Advanced Global	Kenya
EIU Viewpoint Country Analysis Advanced Global	Kuwait
EIU Viewpoint Country Analysis Advanced Global	Lebanon
EIU Viewpoint Country Analysis Advanced Global	Lesotho
EIU Viewpoint Country Analysis Advanced Global	Liberia
EIU Viewpoint Country Analysis Advanced Global	Libya
EIU Viewpoint Country Analysis Advanced Global	Madagascar
EIU Viewpoint Country Analysis Advanced Global	Malawi
EIU Viewpoint Country Analysis Advanced Global	Mali
EIU Viewpoint Country Analysis Advanced Global	Mauritania
EIU Viewpoint Country Analysis Advanced Global	Namibia
EIU Viewpoint Country Analysis Advanced Global	Mauritius
EIU Viewpoint Country Analysis Advanced Global	Morocco
EIU Viewpoint Country Analysis Advanced Global	Mozambique
EIU Viewpoint Country Analysis Advanced Global	Niger
EIU Viewpoint Country Analysis Advanced Global	Nigeria
EIU Viewpoint Country Analysis Advanced Global	Oman
EIU Viewpoint Country Analysis Advanced Global	Palestine

EIU Viewpoint Country Analysis Advanced Global	Qatar
EIU Viewpoint Country Analysis Advanced Global	Rwanda
EIU Viewpoint Country Analysis Advanced Global	Sao tome & Principe
EIU Viewpoint Country Analysis Advanced Global	Saudi Arabia
EIU Viewpoint Country Analysis Advanced Global	Senegal
EIU Viewpoint Country Analysis Advanced Global	Seychelles
EIU Viewpoint Country Analysis Advanced Global	Sierra Leone
EIU Viewpoint Country Analysis Advanced Global	Somalia
EIU Viewpoint Country Analysis Advanced Global	South Africa
EIU Viewpoint Country Analysis Advanced Global	Togo
EIU Viewpoint Country Analysis Advanced Global	Sudan
EIU Viewpoint Country Analysis Advanced Global	Syria
EIU Viewpoint Country Analysis Advanced Global	Tanzania
EIU Viewpoint Country Analysis Advanced Global	Tunisia
EIU Viewpoint Country Analysis Advanced Global	Uganda
EIU Viewpoint Country Analysis Advanced Global	United Arab Emirates
EIU Viewpoint Country Analysis Advanced Global	Yemen
EIU Viewpoint Country Analysis Advanced Global	Zambia
EIU Viewpoint Country Analysis Advanced Global	Zimbabwe
EIU Viewpoint Country Analysis Advanced Global	Cabo Verde
EIU Viewpoint Country Analysis Advanced Global	Democratic Republic of Congo
EIU Viewpoint Country Analysis Advanced Global	Eswatini
EIU Viewpoint Country Analysis Advanced Global	Gambia
EIU Viewpoint Country Analysis Advanced Global	South Sudan

INVOICE SCHEDULE

Invoice Date	License Fee	Billing Contact	Billing Address
15 August 2023	19,000.00EUR	Accounts Payable	Vodickova 34/701, Prague 1, 111 21, Czech Republic

This Subscription Order Form, together with the Terms and Conditions of Access, attached hereto and incorporated herein, form the Agreement between the Client and "The Economist Intelligence Unit, NA, incorporated ("EIU"), 900 Third Avenue, 16th Floor, New York, NY 10022, U.S.A. By signing this Subscription Order Form, the Client confirms that it agrees to these terms and should it issue a purchase/insertion order or any other purchasing document, whether before or after the date of this Agreement, any terms that may apply to that document will not supersede, amend or form part of this Agreement and will be disregarded, whether or not such document is signed by EIU.

For Client	
Signature (authorized signatory)	
Name	
Title	
Date	
For EIU	
Signature (authorized signatory)	
Name	
Title	
Date	

TERMS AND CONDITIONS OF ACCESS

These terms form part of the agreement between The Economist Intelligence Unit, NA, Incorporated trading as Economist Intelligence, EIU ("EIU") and the client described in the Subscription Order Form, Online Store Order form or where a Licensed Product is purchased from EIU's online store, being the company, academic institution, organization, government, individual, agent, representative or any other variation of accessing the Licensed Products (the "Client"), and refers to words defined below and, where applicable, in the Subscription Order Form.

1.) Definitions

"Agreement" means the Subscription Order Form or online order form (as applicable) together with all attachments and these Terms and Conditions of Access.

"Agreement Term" means unless as otherwise specified in the Subscription Order Form (if applicable) (i) from the Commencement Date for the Product Duration; or (ii) for trial or free access Authorized Users, the duration to which EIU provides access to the Licensed Products, as the case may be.

"API" means an application programming interface whereby the Client may receive certain Licensed Products (subject to availability and to the terms of this Agreement).

"Authorized Users" means:

- the number of users indicated in Table A of the Subscription Order Form that, depending on the Permitted Purposes, reflects either: (i) current employees or (ii) current students and faculty staff, of the Client; or
- any trial users; or
- for prepaid account Clients, any pre-paid store account users that are current employees of Client and permitted to select Licensed Products for use on the basis of funds allocated by Client for this purposes; or
- any users that purchase Licensed Products through the EIU online store; or
- any users that are given free access to the Licensed Products through the Global Forecasting Service website.

in each case as are authorized by EIU to access and use the Licensed Products.

"Commencement Date" means, for each Licensed Product, the first day on which the access to Licensed Products is provided by EIU to Client under this Agreement.

"Intellectual Property Rights" means all past, present, and future right of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works; (ii) trademark and trade name rights, rights to goodwill or to sue for passing off or unfair competition, and similar rights; (iii) trade secret rights; (iv) patents and industrial property rights; (v) other proprietary rights in materials of every kind and nature; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in subsections (i) through (v) of this sentence.

"Intranet" means the Client's internal computer network.

"FTP" means a file transfer protocol whereby EIU may post the Licensed Products or Client may receive the Licensed Products.

"Licensed Products" mean the copyright information of EIU (which, for purposes of this provision, includes its parent company, The Economist Intelligence Unit Limited), as described in Table A, which Authorized Users are permitted to access and use in compliance with the terms of this Agreement.

"Permitted Purpose" means: (i) for 'academic' Clients' (including, but not limited to, universities and schools), educational purposes; and (ii) for 'non-academic Clients' (including, but not limited to, corporations, not-for-profit organisations and governments), ordinary business purposes. References within the Agreement to "ordinary business purposes" mean for the Client's own internal business management and decision-making purposes only.

"Product Duration" means the duration for which Client's Authorized Users are granted access to the Licensed Products.

"Publishers" means EIU and certain of its affiliates, who are the owners of the Licensed Products.

"Site" means, where access is provided through EIU's website (www.eiu.com) or by API or FTP, all software, websites and computer interfaces of EIU used to provide such access.

"Type of Access" means the way in which Client's Authorized User is accessing the Licensed Products.

"Type of Authentication" means the way in which Client's access is being authenticated as valid by EIU.

2.) Scope of License

2.1 *Permitted Uses.* Authorized Users are permitted to print or download reasonable portions of the Licensed Products for the Permitted Purpose only. Where the Permitted Purpose is "ordinary business purposes", Authorized Users may, in the scope of their employment with the Client, on an occasional and irregular basis, provide insubstantial portions of the Licensed Products to non authorized employees of the Client (and solely for Authorized Users of the Licensed Product GIDD, to third parties) or in memoranda, reports and presentations. Where the Permitted Purpose is "educational purposes", Authorized Users may, in the scope of their educational purpose with the Client, on an occasional and irregular basis, provide insubstantial portions of the Licensed Products to other staff and students of the Client or in scholarly works and articles. In all cases these insubstantial portions may only be made available in print or by secure electronic means to a limited number of individuals, and each such portion must include a copyright notice(s) (from EIU and/or the Publishers, as applicable) and an original source attribution, in each case, as such notice and attribution is reasonably acceptable to EIU and in relation to the GIDD Licensed Product the attribution must be "copyright EIU Global Income Distribution Database".

2.2 *Prohibited Uses.* Without limitation to the generality of clause 2.1, neither the Client, nor Authorized Users are permitted, directly or indirectly, to allow any other person to use or share Authorized Users' user names or passwords, nor to allow an unauthorized user to have access to the Site. Any breach of this restriction may result in immediate termination of the Client's (and all Authorized Users') access to the Licensed Products and/or the Site or liability for damages. Except as permitted in clause 2.1 above or by prior written consent of EIU, no portion of the Licensed Products may be reproduced or stored in or transmitted to any other web site, newsgroup, mailing list, or electronic bulletin board, or stored in electronic or print form whatsoever. Any use of the Licensed Products not specifically permitted by this clause 2 including, but not limited to, resale of the Licensed Products or any portion thereof is expressly prohibited. Requests for permission for other uses may be sent to Lisa Hennessey, by email to lisahennessey@eiu.com. Any such requests shall be subject to EIU's sole discretion and, if granted, may be subject to an additional fee.

2.3 *API or FTP Access:* Where the Client is accessing the Licensed Products through API or FTP (having been authorized as such on the Subscription Order Form), the Client shall, within 5 business days after termination of this Agreement, for whatever reason, delete the Licensed Products from any and all systems under its control.

3.) Intellectual Property Protection

All Intellectual Property Rights in and to the contents and design of the Site, and all materials hosted on the Site and/or distributed in conjunction with the Site, including the Licensed Products, are reserved exclusively to the Publishers (which for these purposes may include their suppliers). The Client is not permitted to use or reproduce or allow (for any reason) anyone to use or reproduce any trade marks or other trade names appearing on the Site or in the Licensed Products. The software which operates the Site is proprietary software and the Client is not permitted to use it except as expressly allowed under the terms of this Agreement. Such software may not be copied, reverse engineered, modified or otherwise dealt with by the Client.

4.) License Fee and Payment

EIU (or its nominee) may render an invoice annually in advance to the Client for the amounts due, plus applicable taxes. The Client shall remit all amounts due within thirty (30) days of the invoice date. Payments made after the due date shall be subject to liquidated damages at a rate of equal to the lesser of: (i) prime/base rate + 4%; or the maximum allowed by law. Without prejudice to EIU's other remedies, it shall have the right to suspend the provision of Licensed Products with immediate effect in the case of any overdue payment.

5.) Monitoring and Auditing

EIU reserves the rights: (i) to monitor and record activity on the Site, including access to the Licensed Products; and (ii) no more than once in any twelve month period, to conduct an on-site audit of the Client's business premises upon reasonable advance notice and solely in relation to the Client's compliance with the terms of this Agreement.

6.) Term and Termination

6.1 This Agreement shall continue for the Agreement Term upon expiry of which it shall terminate automatically. For "free access users" and "trial users" EIU shall be free to withdraw or change access to the Licensed Products at any time in its sole discretion. For one-off (non-subscriber) purchases from EIU's online store the permission to use the Licensed Products will last indefinitely unless and until terminated or revoked by EIU.

6.2 Either party may terminate this Agreement in the event the other party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach, in which case the such party will have the right to terminate this Agreement immediately by giving written notice to the party in breach.

6.3 Where a License Fee is payable, such License Fee is subject to annual adjustment upon prior notice given by EIU to the Client. This adjustment shall be at EIU's discretion and may, for example, take into account the Client's past usage trends. EIU will notify the Client of any such adjustment at least thirty (30) days prior to the renewal date, subject to the right of termination described in clause 6.1 (above).

6.4 The rights of termination are in addition to all other rights or remedies of the parties provided in this Agreement or by law. In the event this Agreement is terminated, the Client's (and all Authorized Users') right to access and use the Licensed Products will cease immediately.

7.) No Warranty and Disclaimer of Liability

7.1 EIU MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE LICENSED PRODUCTS AND THE SITE. EIU EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT POSSIBLE UNDER LAW, ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND TITLE. EIU DOES NOT GUARANTEE THE ACCURACY, CONTENT, OR TIMELINESS OF THE LICENSED PRODUCTS.

7.2 IN NO EVENT WILL EIU, ITS AGENTS, LICENSORS OR AFFILIATES BE LIABLE FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF (OR FAILURE TO USE) OR RELIANCE ON THE LICENSED PRODUCTS OR THE SITE, EVEN IF EIU HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE.

7.3 IF EIU IS HELD LIABLE TO THE CLIENT FOR ANY REASON, IN NO EVENT SHALL ANY LIABILITY OF EIU, ITS AFFILIATES, AGENTS AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM OR CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SITE OR THE LICENSED PRODUCTS EXCEED THE AMOUNT THE CLIENT PAID TO EIU UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE DATE SUCH CLAIM OR CLAIMS FIRST AROSE.

8.) Security

8.1 The Client will be solely responsible for the confidentiality of, and solely liable for the use of and access to the Licensed Products and the Site by Authorized Users. The Client agrees to immediately notify EIU if it becomes aware of any loss or theft of any username/password or unauthorized use or access to the Licensed Products, API, FTP or the Site.

8.2 Where the Client is an FTP access subscriber and/or where the Client's Authorized Users access the Licensed Products via the Client's Intranet it: (i) may not frame or link to the Site or Licensed Products in any way that obscures any of EIU's or the other Publishers' copyright, trademark, and/or other proprietary rights notices, or is misleading as to the source of the Site or Licensed Products, or falsely implies a relationship between EIU (or any other Publisher) and the Client or any other third party; (ii) is solely responsible for creating security measures adequate to protect its Intranet from unauthorized access and harm; and (iii) is solely responsible, at its own cost, for obtaining any third party rights, products, or services needed to

configure and operate its electronic delivery systems and the Client's Intranet for use in connection with the Licensed Products.

9.) Force Majeure

EIU, its affiliates, and its information providers shall not be liable or deemed to be in default for any delay or failure in performance or interruption of the delivery of the Licensed Products resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of any Site, API, FTP or any electronic or mechanical equipment or communication lines, telephone or other interconnect problems, supplier problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

10.) Taxes

Other than EIU's income taxes, the Client shall be responsible for the proper payment of all taxes that may be levied or assessed based on the Client's use of the Licensed Products, the Site, or on any payments by the Client to EIU hereunder, including but not limited to withholding taxes. Should withholding tax apply, the Client will be responsible for remitting all applicable withholding tax to the relevant tax authorities without deduction from the fees due to EIU under this Agreement.

11.) Amendment

This Agreement may only be amended or modified by express written consent of both parties hereto.

12.) Miscellaneous

12.1 *Assignment of Agreement.* This Agreement is personal to the parties and the rights and obligations of the parties may not be assigned or otherwise transferred, provided, however, EIU may assign this Agreement to its successors, affiliates or to any entity that acquires all or substantially all of the assets of EIU.

12.2 *Non-Waiver.* No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

12.3 *Notices.* Notices shall be given in writing by letter (for notices to EIU) or, in the case of notices to the Client, by email, or letter as EIU chooses, and shall be sent to the intended recipient's last known place of business (i) for EIU, in New York (for the attention of EIU Contracts Department) and (ii) for the Client, at the Client address or email address for the attention of the Client contact set out in the Subscription Order Form or online order form or otherwise notified to the EIU from time to time. For the purposes of this clause, the correct address details for Client shall be deemed to be those notified to EIU at least 10 days before the date of any notice EIU may give to Client. Such letters shall be deemed received on the date of dispatch if sent by fax or email (or on the following business day, if sent after the recipient's normal business hours) or on the expiry of 2 business days from the date of posting if sent by overnight post.

12.4 *No Joint Venture.* No joint venture, partnership, employment, or agency relationship exists between the Client and EIU as a result of this Agreement or the Client's use of the Licensed Products or the Site.

12.5 *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such shall not render the entire Agreement unenforceable or invalid but rather the Agreement shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

12.6 *Entire Agreement.* This Agreement constitutes the entire agreement between EIU and the Client and any terms implied by law which may be excluded by contract are excluded, save that nothing in this clause excludes liability for fraudulent misrepresentation.

12.7 *Authority.* Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement (and, in the case of the Client, to bind its Authorized Users), and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement ("Authorized Signatory").

12.8 *Confidentiality*. The terms of this Agreement (including the License Fee) shall be treated as confidential by the Client and shall not be disclosed to any third party without the prior written agreement of EIU unless disclosure is required by law or compelled by a court of competent jurisdiction.

12.9 *Changes to the Licensed Products*. EIU Reserves the right to: (i) change the content, presentation, means of delivery and/or access to and/or availability of all or parts of the Licensed Products; and (ii) cease publication of the Licensed Products, at its sole discretion. EIU will strive, where reasonable, to notify Client of more fundamental changes to, or the cessation of, the Licensed Products.

12.10 *Regulatory Affairs*. The sovereign ratings of EIU's Country Risk Service are regulated in accordance with Regulation (EC) No 1060/2009 of 16 September 2009, on credit rating agencies, as amended by Regulation (EU) No. 513/2011 of the European Parliament and of the Council of May 11, 2011. For more details, including the publication schedule for ratings reports, see www.eiu.com/regulatoryaffairs.

13.) Governing Law

This Agreement shall be governed by the laws of the United States of America and New York State, as if the Agreement were a contract wholly entered into and wholly performed within New York State, without reference to the choice of law provisions thereof. Both parties irrevocably agree to submit to the exclusive personal jurisdiction and venue of the federal and state courts presiding in New York, New York, U.S.A and the Client must file any cause of action it may have with respect to this Agreement within one year after the cause of action arose or such cause shall be barred, invalid, and void. EIU may pursue injunctive relief in any court having jurisdiction over such actions.

14.) General Data Protection Regulation (GDPR)

14.1 The parties acknowledge that each will be an independent Data Controller or a Data Processor in order to fulfil their obligations from time to time under the Agreement. Each of the parties warrant and undertake that they will comply with the requirements of applicable data protection laws and regulations from time to time including the Data Protection Act 1998 of the United Kingdom, Regulation (EU) 2016/679 (the General Data Protection Regulation 2016 or "GDPR") and similar regulations in other jurisdictions and that the parties will acquire all third party rights and consents necessary to fulfil its responsibilities under this Agreement (as applicable). Any references herein to Data Controller or Data Processor will have the same meaning as is defined in the GDPR, and such references will apply to each party as the specific circumstances require.

14.2 Further, should the Data Processor receive and/or process Personal Data (as defined below) as part of the services, the Data Controller acknowledges and agrees that such Personal Data of EU citizens may be accessed or sent outside of the European Economic Area in accordance with data processing and security standards.

14.3 The Data Processor acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Data Controller or any part of it ("Personal Data") will constitute confidential and proprietary information of Data Controller and that its use and security is governed by law. Without prejudice to the generality of paragraphs 14.1 and 14.2 above, the Data Processor will therefore treat the Personal Data accordingly and without limitation agrees and warrants that:

- (i) it will keep Personal Data confidential and only process the Personal Data in accordance with and for the purposes set out in, instructions received from time to time from Data Controller persons acting on Data Controller's behalf or Data Controller's employees for the purpose of processing Personal Data under the Agreement;
- (ii) it has and will at all times during the term of this agreement have, appropriate technical and organisational measures in place to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. The Data Processor further agrees and warrants that it will have taken all reasonable steps to ensure: (i) the reliability of any of the Data Processor's staff who will have access to Personal Data and (ii) that Personal Data will only be available to such staff members who need to have access to it and have been trained to a suitable standard for compliance with applicable laws;
- (iii) it will allow Data Controller or its representative access to any relevant premises owned or controlled by the Data Processor on reasonable notice to inspect its procedures, including as described at (ii) above;

- (iv) it will consider all reasonable suggestions which Data Controller may put to the Data Processor to ensure that the level of protection the Data Processor provides for Personal Data is in accordance with these terms and the GDPR;
- (v) it will ensure that the Data Processor and any third parties it uses in accordance with the Agreement have appropriate privacy notices, consents and mechanics to deal with data subject's rights and to process Personal Data in order to perform the services under the Agreement, in each case in accordance with the GDPR and all applicable laws;
- (vi) it will deal promptly and properly with all enquiries from Data Controller relating to its processing or use of the Personal Data;
- (vii) it will notify Data Controller forthwith if a legally binding request for disclosure of the Personal Data is made, or if the subject of any Personal Data ("Data Subject") makes a request for disclosure of the Personal Data or exercises any of a Data Subject's other rights under the GDPR in respect of his/her Personal Data; Data Processor will not respond to any such Data Subject request without the prior written consent of Data Controller;
- (viii) it will, in any of the circumstances in (vii) above co-operate and provide assistance and information as reasonably requested by Data Controller to enable Data Controller to comply with all its obligations under the GDPR;
- (ix) if it sub-contracts to any third party any of its obligations to process Personal Data on behalf of Data Controller, it will only do so after the Data Processor has confirmed who the subcontractor is and Data Controller has had the opportunity (whether or not it exercises that opportunity) to assess-subcontractors technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- (x) on termination of the Agreement or at the earlier request of Data Controller, the Data Processor will return all the Personal Data and copies thereof, whether or not in machine readable form, to Data Controller and/or destroy such Personal Data and certify Data Controller that it has done so, unless legislation imposed on the Data Processor prevents it from doing so. In that case, the Data Processor warrants that it: (i) will maintain the confidentiality of the Personal Data and will not process or use it any more except as instructed by Data Controller, and (ii) will destroy the Personal Data within a reasonable time period after such legislation ceases to prevent such action.