

### SUBSCRIPTION AND LICENSE AGREEMENT - ORDER SCHEDULE

This Order Schedule, entered into by and between Fitch Solutions Group Limited, a private company incorporated in England and Wales with limited liability (registered number 08789939) whose registered office is at 30 North Colonnade, London, E14 5GN United Kingdom, and includes any successor entity ("Fitch Solutions") and Exportni garancni a pojistovaci spolecnost, a.s. (the "Subscriber"), shall become effective upon execution by the parties hereto, and shall be governed by the terms and conditions of the Subscription and License Agreement entered into between Fitch Solutions and Subscriber (d/b/a Export Guarantee & Insurance Corporation) with an effective date of 1 September 2019 (the "Agreement").

#### A. Products:

Year	Product(s)	Delivery Method	Designated User(s)
Year 1	Credit Rating Data - Enhanced - Corporate Finance	as per Use of Service Schedule ("UOSS") dated 1 January 2025	as per Use of Service Schedule ("UOSS") dated 1 January 2025
(1 January 2025 – 31 December 2025)	Fundamental Financial Data - Insurance Companies (100) Fundamental Financial Data – Banks (100)	Web	5

Product Summary	Subscription Fee
Year 1 (1 January 2025 - 31 December 2025)	€14,500.00

Total Subscription Fees\*
Client List Price\*

€14,500.00 €23,426.29

<sup>\*</sup>Subscription Fees are exclusive of VAT or local sales tax or any other applicable taxes

Subscription Term			
<b>Commencement Date</b>	1 January 2025	End Date	31 December 2025

Additional Information:

General Notes:

Prorated Value:

# B. Subscriber Contact and Billing:

Primary Subscriber Contact					
Company	Exportni garancni a pojistovaci spolecnost,a.s.				
Name					
Title	Risk Manager	Department	Underwriting Ris	sk Assessment Depar	tment
Street	Vodickova 34				
City	Prague	Country	Czech Republic	Zip/Post Code	111 21
Email Address					
Telephone		Fax			



Billing Address (if differe	nt from above)		
Company			
Name			
Title	Department		
Street			
City	Country	Zip/Post Code	
Email Address	•		
Telephone	Fax		

#### **Company VAT Number (if applicable):**

Additional Billing Instructions:

Tax Information:

#### C. License Details:

**Order Schedule (License) Scope and Restrictions:** 

Desktop and Excel Add In (if applicable)

Location(s): Czech Republic Department(s): Risk Management

**Designated User(s):** The Subscriber is entitled to the number of Designated User(s), described in Section A: Products, during the Subscription Term. A Designated User is defined as a person, employed by the Subscriber. Divisions, departments, groups, standalone PCs, networks, etc. are **not** defined as Designated Users. The Subscriber shall provide the name and email address for each Designated User to Fitch Solutions. The Subscriber may substitute Designated Users from time to time by providing written notice to Fitch Solutions of the new user's name and e-mail address; provided that, no more than the number(s) of Designated User(s) set forth above are entitled to use the Subscription. The e-mail address is used in conjunction with the Designated User's username and password to enable a Designated User to gain access to the service. The username and password created by the Designated User, as well as the e-mail address provided to Fitch Solutions for such Designated User, may only be used by that Designated User and may not be shared with any other employees of the Subscriber or otherwise.

The following practices, inter alia, by the Subscriber, the Designated Users or the Subscriber's employees are deemed to be a misappropriation of Fitch Solutions' intellectual property and a material breach of the Agreement: (1) the sharing of designated usernames, passwords and/or email addresses; (2) the designation of one Designated User in a division, department, group, etc., who accesses the service for other employees in said division, department, group, etc., so that Fitch Solutions does not receive a Designated User fee for each such additional employee accessing the service; and (3) the designation of one user on a standalone PC, whereby employees with access to this standalone PC may access any of the Products, so that Fitch Solutions does not receive a Designated User fee for each such employee accessing the service. The Subscriber shall take all reasonable steps to ensure that only Designated Users access the service.

**Direct / Third Party Feed or API** 



**Location:** The use of the Product(s) is limited as more particularly described in Section A: Product(s) of this Order Schedule and/or specific Use of Service Schedule (the "UOSS") entered into between Fitch Solutions and the Subscriber as dated on or around the date of this Order Schedule.

**Designated User(s):** The Designated User(s) of the Product are limited as more particularly described in Section A: Product(s) of this Order Schedule and/or specific Use of Service Schedule (the "UOSS") entered into between Fitch Solutions and the Subscriber as dated on or around the date of this Order Schedule.

Use of Service Schedule (UOSS): Any UOSS entered into in connection with this Order Schedule shall be reviewed every two (2) years and updated to ensure that it continues to be fit for purpose and reference. Where there is an update or modification to the scope of the license provided under this Order Schedule or any other Order Schedule(s) between Fitch Solutions and the Subscriber, including any applicable Affiliates, the parties shall as soon as reasonably and commercially possible update and/or renew the UOSS to incorporate any new or relevant provisions.

### **Agreement Amendments:**

To the extent the following amending and/or additional provisions are not already included in the Agreement, they shall be deemed included in the Agreement with effect from the effective date thereof:

Replacement of Section 1.(b) with the following:

(b) Except as specifically allowed under this Agreement, neither Subscriber nor any of its users may: (i) publish, copy, modify, merge, transfer or distribute Fitch Solutions Information or have access to any Fitch Solutions web site; (ii) reverse-engineer, decompile, translate, disassemble or separate the components of Fitch Solutions Information or of any Fitch Solutions web site; (iii) sublicense, rent, sell, lease or otherwise repackage or redistribute Fitch Solutions Information, or access to any Fitch Solutions web site or any part thereof; (iv) input or allow the input of any Fitch Solutions Information into any system or application that employs automated algorithms, machine learning or other artificial intelligence-based methodologies ("AI Platform") to analyze, manipulate or interpret data; (v) allow any Fitch Solutions Information to be used as training data for any AI Platform; or (vi) use Fitch Solutions Information or any Fitch Solutions web site or any part thereof for third-party training, commercial time-sharing or in the operation of a service bureau. Subscriber shall promptly notify Fitch Solutions if either (iv) or (v) of the preceding sentence occurs.

Addition of new section 19 (or otherwise final section if there is already a section 19) to the Agreement:

<u>Mainland China-based users:</u> Should Subscriber from time to time and in compliance with this Agreement make Fitch Solutions Information available to users who are located in mainland China ("MLC Designated User Access"), the Subscriber agrees that any and all such MLC Designated User Access shall be deemed fulfilled and provided to such users by Fitch Solutions' affiliate company, Fitch Solutions Asia Pte Ltd.

All other terms of the Agreement remain unchanged.

Australia: If any entity based in Australia requires an invoice, such Australian entity shall enter into an Order Schedule with Fitch Australia Pty Ltd.

China: If any entity based in China subscribes for credit related products or requires an invoice, such Chinese entity shall enter into an Order Schedule with Fitch Solutions Asia Pte. Ltd.

The Subscription Term shall run from the Commencement Date to the End Date stated above or as otherwise indicated in the Agreement.



By signature of its authorized representatives below the Subscriber accepts the terms of the Agreement, this Order Schedule, the UOSS (if relevant) and Attachment A (if relevant) appended onto this Order Schedule.

Accepted:

Exportni garancni a pojistovaci spolecnost,a.s.	Fitch Solutions Group Limited
By:	By:
Nam	Nam
Title:	Title:
Date:	Date:

# **Please Return To:**

Fitch Solutions Group Limited
30 North Colonnade, London E14 5GN, United Kingdom
Email: kordian.komalski@fitchsolutions.com

Phone: +48 22 103 3018



### **Attachment A for Subscribers**

Subscriber by its signature on the Order Schedule agrees to the following provisions. Any term used below, but not defined, has the meaning indicated in the Agreement.

# **S&P Ratings**

The following provisions apply to use of S&P ratings ("S&P Services"). Subscriber may, as part of and in the ordinary course of its business, internally redistribute (in hard copy or in a non-manipulable electronic format only) on an infrequent, ad-hoc and incidental basis, to other employees of Subscriber, reports, presentations and other publications (individually and collectively, "Materials") that display de minimis amounts (both in terms of the amount of material obtained from the S&P Services and the proportionate amount of such material used within the Materials) of information or data from the S&P Services ("Excerpts") provided that such Excerpts (a) are only supportive and incidental to the substance of the Materials and (b) have no independent commercial value. Subscriber may externally provide Materials, solely in the form of client facing publications (except (i) sell-side fixed income and equity research reports and presentations, and (ii) economist research reports and papers) to prospective customers that contain Excerpts subject to all of the terms and conditions of this paragraph. Subscriber shall include (a) an appropriate credit to S&P as the source of the Excerpt; and (b) in a clear and conspicuous manner, the Disclaimer Notice set forth below on all Materials that contain the Excerpts. For the avoidance of doubt, there shall be no external distribution of the S&P Services by Subscriber in the form of (i) sell-side fixed income and equity research reports and presentations and (ii) economist research reports and papers as provided herein.

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