

SUBSCRIPTION ORDER FORM

Commencement Date	01/09/2025
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)	
EIU Account Manager	██████████
Order Number	350607
Licensed Products	As listed in Table A
Product Duration	As listed in Table A
Type of Access	As listed in Table A
Type of Authentication	As listed in Table A
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 ALICENSED PRODUCT BREAKDOWN

Licensed Products	Commencement Date	Product Duration (months)	Number of Authorized Users	Number of Reports	Type of Access	Type of Authentication	License Fee
EIU Viewpoint Country Analysis Advanced	01/09/2025	■	■	■	Viewpoint	UN/PW	
EIU Viewpoint Financial Risk	01/09/2025	■	■	■	Viewpoint	UN/PW	
						Grand Total	■

LICENSED PRODUCT COVERAGE

Licensed Products	Reports: Licensed Product Coverage
EIU Viewpoint Country Analysis Advanced	Honduras Panama Belize Bhutan Vanuatu Malaysia Bosnia and Hercegovina Kazakhstan Cameroon Switzerland Jordan Algeria Kenya Costa Rica Mexico Paraguay Puerto Rico Trinidad and Tobago Timor-Leste Austria Belgium Maldives Mongolia Cyprus Estonia Singapore Malta Portugal Romania Turkey Bahrain

	Botswana Niger Sierra Leone Cayman Islands Colombia Bahamas Suriname Uruguay Thailand Japan Germany Hungary Ireland Lithuania Montenegro Chad Egypt Slovakia Spain United Kingdom Israel Namibia Nigeria Saudi Arabia Somalia Zimbabwe Eswatini Haiti Peru Tonga Myanmar India New Caledonia Samoa Solomon Islands Guinea Benin Libya Mauritania Mauritius Qatar Seychelles Sudan Cape Verde Gambia Dominican Republic Ecuador Guyana Aruba Barbados Azerbaijan Taiwan China New Zealand Italy Burundi Comoros Serbia Ghana Turkmenistan Uzbekistan Kuwait Lesotho Burkina Faso Rwanda Tunisia United Arab Emirates
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	Cuba Argentina Turks and Caicos Islands Hong Kong Armenia Bulgaria Czech Republic Papua New Guinea France Luxembourg Poland Eritrea Gabon Guinea-Bissau Madagascar Malawi Mali Bermuda Canada Chile Australia Bangladesh Sri Lanka Albania Nepal Denmark Philippines Georgia Greece Norway Djibouti Slovenia Angola Lebanon Togo Uganda United States of America Brunei Brazil El Salvador Guatemala Jamaica Nicaragua Afghanistan Cambodia Fiji Indonesia Belarus Croatia Pakistan Finland Iceland Latvia Netherlands Côte d'Ivoire Equatorial Guinea Ethiopia Sweden Tajikistan Ukraine Iraq Liberia Morocco Mozambique Oman Senegal South Africa
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	<p>Yemen Zambia Moldova Syria Curacao Laos Kyrgyz Republic North Macedonia Tanzania Bolivia South Korea Palestine São Tomé and Príncipe Virgin Islands (British) Venezuela Organisation of Eastern Caribbean States North Korea Iran Vietnam Russia Congo (Democratic Republic) Sint Maarten Macau Central African Republic (CAR) Congo (Brazzaville)</p>
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EIU Viewpoint Financial Risk	<p>Argentina Bolivia Brazil Canada Chile Colombia Costa Rica Cuba Dominican Republic Ecuador El Salvador Guatemala Honduras Jamaica Mexico Nicaragua Panama Paraguay Peru Trinidad and Tobago United States of America Uruguay Venezuela Australia Bangladesh Cambodia China Hong Kong India Indonesia Japan Malaysia Mongolia Myanmar New Zealand Pakistan Papua New Guinea Philippines Singapore North Korea</p>
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	Sri Lanka Taiwan Thailand Vietnam Albania Austria Azerbaijan Belarus Belgium Bosnia and Hercegovina Bulgaria Croatia Cyprus Czech Republic Denmark Estonia Finland France Germany Greece Hungary Iceland Ireland Italy Kazakhstan Latvia Lithuania Luxembourg Malta Moldova Netherlands North Macedonia Norway Poland Portugal Romania Russia Serbia Slovakia Slovenia Spain Sweden Switzerland Turkey Turkmenistan Ukraine United Kingdom Uzbekistan Algeria Angola Bahrain Botswana Cameroon Congo (Brazzaville) Côte d'Ivoire Congo (Democratic Republic) Egypt Equatorial Guinea Ethiopia Gabon Ghana Iran Iraq Israel Jordan Kenya Kuwait
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	Lebanon Libya Malawi Mauritius Morocco Mozambique Namibia Nigeria Oman Qatar Saudi Arabia Senegal Seychelles Sierra Leone South Africa Sudan Syria Tanzania Tunisia Uganda United Arab Emirates Yemen Zambia Zimbabwe South Korea
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INVOICE SCHEDULE

Invoice Date	License Fee	Billing Contact	Billing Address
01/09/2025		Accounts Payable	Vodickova 34/701 Prague 1 11121 CZ

This Subscription Order Form (including Table A), 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. 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 ("**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 or otherwise accessed on the Site, 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 access or receive certain Licensed Products (subject to availability and to the terms of this Agreement).

"Authorized Users" means:

1. the number of users indicated in Table A of the Subscription Order Form that, depending on the Permitted Purposes, reflects either: (i) current employees (and for the avoidance of doubt, not any sub-contractors or external suppliers or partners) or (ii) current students and faculty staff, of the Client (and for the avoidance of doubt, not any commercial or non-educational partner organisations or persons); or
2. any trial users; or

3. 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
 4. any users that purchase Licensed Products through the EIU online store.
- 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 access or 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), 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 the 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, including viewpoint.eiu.com) or by API, FTP, Microsoft Excel add-ins (or similar) or API features, and all other software, websites and computer interfaces of EIU used to provide such access.

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

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

2.) Scope of License

2.1 Permitted Uses.

2.1(A) Where the Permitted Purpose is "ordinary business purposes":

2.1(A)(i) Authorized Users are permitted to print or download reasonable portions of the Licensed Products for this Permitted Purpose.

2.1(A)(ii) Authorized Users may, in the scope of their employment with the Client, on an occasional and irregular basis: (a) provide insubstantial portions of the Licensed Products, or output of any Permitted Internal AI Tools (as defined below), to non-authorized employees of the Client; and (b) include insubstantial portions of the Licensed Products, or output of any Permitted Internal AI Tools, in memoranda, reports and presentations. The permitted insubstantial portions of the Licensed Products 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, in the form of the following notice "(c) [EIU or Publisher name]. [year of publication]. All rights reserved.";

2.1(A)(iii) Authorized Users may in the scope of their employment with the Client, use or apply machine learning and/or artificial intelligence tools, software or products ("AI Tools") to the Licensed Products for the creation and use of internal business analysis, business models or other internal decision-making tools ("Permitted Internal AI Tools") only and provided that, unless agreed with EIU in writing via a separate licence:

- (a) Permitted Internal AI Tools must be developed, improved and trained in a secure, ring-fenced environment such that any underlying third party AI Tools use are not developed, improved or trained using the Licensed Products ("Ring-fenced Environment");
- (b) except as described in (a), Authorized Users must not ingest the Licensed Products in any third party AI Tools;
- (c) Permitted Internal AI Tools are separate from any underlying business models or tools used or part of any external Client products or services; and
- (d) Permitted Internal AI Tools, and any output therefrom, are not shared, sold or otherwise made available to the public or any non-Authorized User.

We offer additional and bespoke licences for AI use. If you would like to discuss these, please email us at [REDACTED].

2.1(A)(iv) Authorized Users may, in the scope of their employment with the Client, use text and data mining tools in respect of the Licensed Products for the creation and use of internal business analysis, business models or other internal decision-making tools ("Permitted TDM") provided that, unless agreed with EIU in writing via a separate licence: (a) the text and data mining tools must not involve the use or training of large language models or have generative artificial intelligence capabilities; or (b) Permitted TDM or the output thereof are not shared, sold or otherwise made available to the public or any non-Authorized User. We offer additional and bespoke licences for text and data mining use described here. If you would like to discuss these, please email us at [REDACTED].

Where a Client wishes to undertake Permitted TDM or create or use Permitted Internal AI Tools, Client must access the Licensed Products through the API.

2.1(B) Where the Permitted Purpose is "educational purposes":

2.1(B)(i) Authorized Users are permitted to print or download reasonable portions of the Licensed Products for this Permitted Purpose.

2.1(B)(ii) Authorized Users may, in the scope of their educational purpose, on an occasional and irregular basis provide insubstantial portions of the Licensed Products, or written output of any Permitted AI Research (as defined below), to other staff and students of the Client or in scholarly works and articles. The permitted insubstantial portions of the Licensed Products may only be made available to staff and students in print or by secure electronic means to a limited number of individuals. In all cases, the permitted insubstantial portions must include a copyright notice(s) (from EIU and/or the Publishers, as applicable) and an original source attribution, in each case, in the form of the following notice "(c) [relevant Publisher name]. [year of publication]. All rights reserved.";

2.1(B)(iii) Authorized Users may, in the scope of their educational purpose with the Client, use or apply machine learning and/or artificial intelligence tools, software or products ("AI Tools") to the Licensed Products for the purpose of undertaking non-public research, training or teaching by or among Authorized Users ("Permitted AI Research") only and provided that, unless agreed with EIU in writing via a separate licence:

- (a) Permitted AI Research involving the development, improvement and/or training of any AI Tools ("AI Research Tools") must be undertaken in a secure, ring-fenced environment such that any underlying third party AI Tools use are not developed, improved or trained using the Licensed Products ("Ring-fenced Environment");
- (b) except as described in (a), Authorized Users must not ingest the Licensed Products in any third party AI Tools; and
- (c) except as permitted in clause 2.1(B)(ii), Permitted AI Research and AI Research Tools (including related methodologies and code) shall not be shared or made available to the public or any non-Authorized Users.

We offer additional and bespoke licences for AI use. If you would like to discuss these, please email us at [REDACTED].

2.1(B)(iv) Subject to any superseding legal or statutory rights, Authorized Users may, in the scope of their scope of their educational purpose, use text and data mining tools in respect of the Licensed Products ("Permitted TDM") provided that, unless agreed with EIU in writing via a separate licence the text and data mining tools must not involve the use or training of large language models or have generative artificial intelligence capabilities. We offer additional and bespoke licences for text and data mining use described here. If you would like to discuss these, please email us at [REDACTED].

Where a Client wishes to undertake Permitted TDM or create or use Permitted Internal AI Tools, Client must access the Licensed Products through the API.

2.2 Prohibited Uses. Neither the Client, nor Authorized Users are permitted, directly or indirectly, to:

- (A) 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;
- (B) remove the copyright or trade mark notice from any copies of the Licensed Products;
- (C) avoid, bypass or override the paywall on the Site except pursuant to a valid Subscription Order Form, Online Store Order form or other contract in respect of a Licensed Product or other EIU product or service; or
- (D) use or permit the use, where by automated means or otherwise, of any software, tool or other device (including, but not limited to, robots, crawlers, spiders or scripts) on the Site, or otherwise on Licensed Products, in order to copy, collect or scrape on the Site or Licensed Products (other than any such use by a public search engine for the sole purpose of providing direct, non-amalgamated links to Licensed Products that do not include any generative or derivative works based on or including Licensed Products);
- (E) except as permitted in accordance with clause 2.1, use artificial intelligence tools, software or models for the purposes of generating text, images or any other material, output or derivative works based on or using the Licensed Product, whether or not in the same or similar style as the Licensed Product;
- (F) except as permitted in accordance with clause 2.1, share, sell or other make available the Licensed Product to anyone except an Authorized User.

Any breach of this clause 2.2 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 website, platform, application or stored in electronic or print form whatsoever.

Any use of the Licensed Products not specifically permitted by this clause 2 is expressly prohibited. Requests for permission for such use (or any other use) may be sent by email to

[REDACTED] Any such requests shall be subject to EIU's sole discretion and, if granted, may be subject to an additional fee.

EIU reserves the right to amend or vary the licence terms in clauses 2.1 and 2.2 by written notice to the Client (such notice may be provided via email to Client).

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 30 business days after termination of this Agreement, for whatever reason, delete the Licensed Products and any derivative materials or tools, software or products containing the Licensed Materials 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

5.1 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 (including, for the avoidance of doubt, the nature, technical specifications, third party involvement in, and use, of any Permitted Internal AI Tools and the use of Licensed Products pursuant to clause 2).

6.) Term and Termination

6.1 This Agreement shall continue for the Agreement Term (Product Duration as set out in Table A) upon expiry of which it shall terminate automatically.

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 sixty (60) days prior to the renewal date, subject to the right of termination described in clause 6.2 (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

Unless otherwise specified, all fees expressed herein are exclusive of sales tax, value-added tax, or any other taxes and duties. The parties shall be responsible for their respective tax obligations, in accordance with applicable laws, and neither Party shall charge the other for such obligations. If any deduction for withholding tax is required by law to be made from any payment under this Agreement and the deduction is made in accordance with the relevant Double Taxation Agreement (if applicable), such Tax shall be borne by EIU. Both parties agree to cooperate in good faith to provide such documents and certifications as are reasonably necessary to minimize and/or recover any such Tax.

11.) Amendment

The Agreement terms and conditions may be updated from time to time by EIU. Where a material change to the Agreement terms is made, EIU will notify the Client.

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.) Data Protection

14. 1 It is agreed that in this section;

"Data Protection Law" means all laws relating to privacy and data protection applicable to a Party including but not limited to (a) the General Data Protection Regulation (EU 2016/679) ("GDPR"); and (b) the UK GDPR (as defined in section 3(10) of the UK Data Protection Act 2018), as well as all laws implementing each of the above, as amended, updated or replaced from time to time.

"Shared Personal Data" means the personal data of Authorised Users to be shared by the Parties in connection to the Agreement.

The following terms "controller", "joint controllers", "data subject", "personal data", "process" and "processing", "SCCs", "supervisory authority" and "third country" shall have the same meanings as ascribed to them under Data Protection Law.

14. 2 The Parties acknowledge that each will be an independent controller in respect of the processing of the other Party's personnel it processes to maintain the business relationship in connection with the Agreement. The Parties also agree that for the purpose of registering and managing subscriber accounts for Authorised Users to access EIU products and services this will be the Shared Personal Data for which the parties are separate and independent controllers, and that each Party shall comply with its obligations under Data Protection Law.

14.3 Where the Client transfers Shared Personal Data to the EIU, it shall ensure that:

14.3.1 There is an appropriate legal basis under Data Protection Law.

14.3.2 If the transfer of Shared Personal Data involves a transfer to a third country for which an applicable adequacy decision does not exist, the SCCs shall be incorporated by reference into the Agreement. The Parties agree that the EIU is the Data Importer and the Client is the Data Exporter.

14.4 Each Party's total liability to the other Party in respect to a breach of this clause shall not exceed £50, 000. Each Party shall indemnify the other Party against all liabilities, costs, expenses, damages and

losses (including professional costs and expenses) suffered or incurred by the other Party arising out of or in connection with any breach of this clause.

14.5 Where the Client is based in China and the Personal Information Protection Law 2021 applies to the data processing of Chinese residents, the EIU may from time to time transfer personal data to secure systems outside China in accordance with business necessity. In these circumstances, the EIU relies on the performance of the Client contract as the relevant lawful basis for these transfers.

Updated March 10, 2025