

MACROBOND

PRODUCT FRAMEWORK AGREEMENT

MACROBOND

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This product framework agreement consists of (i) this main agreement document (the “**Framework Agreement**”); (ii) any executed Order Form(s) (as defined below); and (iii) the applicable Product Specification(s) (as defined below), (the “**Agreement**”) and is made between:

- (1) Macrobond Financial AB, Reg. No. 556740-9817, a limited liability company incorporated under the laws of Sweden, having its registered office at Dockplatsen 1, 211 19 Malmö, Sweden (“**Macrobond**”);
- (2) NATIONAL BANK OF SLOVAKIA, Reg. 30844789, having its registered office at Imricha Karvasa 1,81325 Bratislava, Slovakia (the “**Customer**”).

Each of Macrobond and the Customer is hereinafter referred to as a “**Party**” and, jointly, as the “**Parties**”.

INTRODUCTION

- A. Macrobond was founded in 2008 and provides access to global economic and financial data paired with new ways to search, analyse, chart and publish time series data through a proprietary platform (the “**Macrobond Platform**”). The Macrobond Platform has been developed based on Macrobond’s proprietary software and makes it possible to access Data (as defined below). The Macrobond Platform is accessed through various applications provided by Macrobond, each a “**Macrobond Application**”, as further individually described in the relevant Product Specification (as defined below). An overview is provided as a Schedule if relevant.
- B. In addition to the Macrobond Applications, Macrobond also provides Macrobond Data Feed (as defined below) as further described in the relevant Product Specification. An overview is provided as a Schedule if relevant.
- C. Macrobond also provides certain Services (as defined below) in relation to the use of the Macrobond Applications and the Macrobond Data Feed.
- D. The purpose of this Framework Agreement is to set out the ordering process as well as the general terms and conditions applicable to use and provision of the (i) the Macrobond Applications; (ii) the Macrobond Data Feed; (iii) the Services; and (iv) the Data.
- E. In view of the foregoing, the Parties hereby agree as follows.

1. DEFINITIONS

In the Agreement, capitalised terms shall have the meanings set out below:

Add-On Databases: as defined in Clause 3.3.

Agreement: as defined in the preamble.

Applicable Law: with respect to a person, any law, regulation, judgement, legal principle or other legally binding requirement or rule of any governmental or public authority in any jurisdiction applicable from time to time to such person.

Commencement Date: the date specified in each executed Order Form.

Confidential Information: any and all information (whether communicated orally, in written form or by any other media), including information possible to conclude by receipt of such information, about or relating to a Party's business affairs and services, including confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, which has been provided by a Party or its Representatives to the other Party or that Party's Representatives in connection with the Agreement.

Confidential Information shall not include information which the receiving Party can prove, at the time of disclosure or thereafter (i) is or becomes available in the public domain other than as a result of a disclosure by the receiving Party or its Representatives in breach of Section 12 or other default in connection with Section 12 by the receiving Party or its Representatives; (ii) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; (iii) was, is, or becomes, available to the receiving Party on a non-confidential basis from a source (other than the other Party or its Representatives) which is not known, or reasonably understood by, the receiving Party or its Representatives, to be bound by a confidentiality agreement with the disclosing Party or otherwise prohibited or restricted from disclosing such Confidential Information to the receiving Party; (iv) is independently developed by the receiving Party (without any use or reliance on Confidential Information and to the extent that the information developed does not include, reference to or disclose any Confidential Information); or (v) was agreed by the Parties in writing to not be confidential or allowed to be disclosed.

Customer: as defined in the preamble.

Customer Output: means any charts and reports created by the Customer using the Data or Derived Data in substantial amounts, in the normal course of its business.

Customer Systems: any information technology system or software owned or operated exclusively by the Customer.

Customer User Restrictions: the limitations and restrictions related to the use of the Products, Data and the Customer Output, as set out herein and in the applicable Product Specification(s).

Customer Data: means Customer Output and other information that Named Users generate, compile or modify when using the Products.

Data: any time series or any other data, including any related metadata, included in the Macrobond Platform accessed through the Products.

Data Protection Legislation: all Applicable Laws and regulations relating to the processing of personal data and privacy, including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and where applicable the guidance and codes of practice issued by any relevant data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

Data Provider: a third party from which Macrobond has licensed, received or collected Data or an Add-On Database.

Derived Data: content created from the Data through manipulation, modification, supplementation, enhancement or combination, to the extent such content is altered from the Data in a way that it cannot be used as a replacement or substitute for the Data, does not bear a resemblance to the Data, cannot be identified as originating from the Data and cannot be reversed engineered, disassembled or decompiled to create the Data from which it was produced, and which is not Customer Output.

Documentation: Macrobond's electronic manual including installation instructions for the Products or the Macrobond Software.

Fees: the fees payable by the Customer for the Products and Services, as set out in the applicable Order Form(s).

Framework Agreement: as defined in the preamble.

Initial Term: a period of twelve (12) months commencing on the respective Commencement Date.

Insolvency Event: means any of the following events (in each case within the meaning of Applicable Law) carried out by or affecting a Party, or carried out by another person in relation to that Party (i) becoming insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) initiating any negotiations with any creditors regarding composition or makes or seeks to make a general assignment for the benefit of its creditors; (iii) filing of or having filed against it any petition for its winding-up, company reorganisation or voluntary or involuntary bankruptcy; (iv) applying for, or consenting to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; (v) any event occurring or proceeding being taken with respect to the Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i)-(iv); or (vi) suspending or ceasing, or threatening to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: any intellectual property rights in any jurisdiction, whether registered or not and whether or not possible to register, including but not limited to all patents, utility models, copyright (including in software and neighbouring rights), trademarks, domain names, designs, rights in Confidential Information (including know-how and trade secrets), and any filings or applications related thereto.

IPR Claim: as defined in Clause 14.2.

Macrobond: as defined in the preamble.

Macrobond Application(s): means the different versions of the applications provided by Macrobond from time to time as briefly described in the Introduction and further detailed in the relevant Product Specifications.

Macrobond Data Feed: as briefly described in the Introduction and further detailed in the Product Specification for the Macrobond Data Feed.

Macrobond Platform: as defined in the Introduction A.

Macrobond Software: any software owned and developed by Macrobond and provided by Macrobond to enable the Products to be accessed including any Releases.

Named Users: the individuals listed by the Customer in each Order Form which get access to and may use the relevant Products (wholly or in part), using his/her own unique identifier provided by Macrobond.

Order Form: means any order form(s) for Products in the format provided by Macrobond. An Order Form is provided as a Schedule to this agreement.

Products: means the Macrobond Applications and the Macrobond Data Feed or any other products or services other than the Services provided by Macrobond and specified in an Order Form.

Product Specification: means a description of the features of a Product and specific terms applicable thereto.

Release: generally available upgrades and enhancements to the Products or the Macrobond Software.

Representatives: employees, officers, representatives, financial and legal advisors or sub-contractors of the Parties.

Services: means the services, such as support, maintenance, other technical services and hosting services, provided by Macrobond from time to time in relation to the use of the Products and further described in the relevant Product Specifications.

Term: the Initial Term

Usage Data: without prejudice to the Data Protection legislation, any data relating to the way the Customer uses the Products, including data concerning clickstreams, generic types, messages (including subject headers, senders and recipients), software downloaded, times of sessions and volumes of Data accessed.

Unauthorized use: any use of the Products not expressly authorised by or in breach of the Agreement.

2. ORDER OF PRECEDENCE

In case of conflict or inconsistency between this Framework Agreement, a Product Specification or an Order Form, they shall prevail in the following order: (i) the Order Form; (ii) the Product Specification; and (iii) this Framework Agreement.

3. ORDERING PROCESS , ACCESS TO THE PRODUCTS AND SOFTWARE LICENSE

3.1 By executing Order Forms the Customer's Named Users can get access to and use the Products specified in the relevant Order Form. The Products subject to executed Order Form(s) are further detailed in accompanying Product Specifications setting out the features of, Services provided together with and additional terms applicable to the relevant Product. Upon signature of this Agreement the Parties will thus also execute an Order Form.

For example: Upon signature of this Agreement an Order Form for the Macrobond Application "Macrobond X" is also executed. The Order Form sets out the Named Users that will get access to "Macrobond X", the Commencement Date and Fees payable. An accompanying Product Specification will set out what features that are included in "Macrobond X", what Services that are provided in relation thereto as well as the additional terms applicable thereto.

3.2 The Customer may purchase additional Products and/or add Named Users by submitting additional Order Form(s) to Macrobond, subject to paying additional Fees as set out in such Order Form.

3.3 In addition, Macrobond can also provide so called "add-on databases", being databases from certain third party Data Providers that, from time to time, can be added separately to and accessed through the Macrobond Platform ("**Add-On Databases**") by submitting an Order Form. These may require the Customer to enter into separate agreements with the relevant Data Provider or be subject to additional terms and conditions as specified in the relevant Order Form.

3.4 Macrobond is not under any obligation to accept any additional Order Form(s) other than the Order Form executed in conjunction with this Framework Agreement. All Order Forms shall be signed by Macrobond and the Customer.

3.5 Following the Parties signature of an Order Form, Macrobond shall, during the Term, allow the Named Users to access and use the Products pursuant to the terms of the Agreement.

3.6 Macrobond may, at its sole discretion and at any time, with as much prior notice to the Customer as is reasonably practicable (i) change the name, content, format and/or nature of the Products, the Services or the Data; and/or (ii) change the means of access to the Products. For the avoidance of doubt, the Customer will be notified in writing within a

reasonable time prior to the implementation of any material changes to the Products, the Services or the Data.

3.7 The Agreement shall apply also in relation to any changes, Releases and updates that replace or supplement the Products, the Services, the Macrobond Software or the Data, in whole or in part.

3.8 To the extent required for the Named Users to access and use the Products in accordance with the Agreement, Macrobond grants to the Customer a worldwide, non-exclusive, non-transferable, revocable license during the Term to use, download, copy and store the Macrobond Software.

4. CONNECTION TO THE PRODUCTS

4.1 Macrobond shall use commercially reasonable efforts to connect the Customer Systems to the Products from the Commencement Date set out in the relevant Order Form.

4.2 The Customer shall ensure that the Customer Systems comply with any minimum hardware configuration and software requirements set out in the Documentation or otherwise specified by Macrobond for the purpose of establishing connectivity between the Customer Systems and the Products.

4.3 Each Party shall bear its own costs of establishing connectivity as set out under this Section 4.

5. USE OF THE PRODUCTS AND THE DATA

5.1 The Data accessed through the Products is collected from thousands of primary and third-party Data Providers. Taking into account the nature of the Data and the means for providing the Data, Macrobond disclaims any responsibility or liability for the Data and the use thereof, as further described in the Agreement.

5.2 The Customer acknowledges and agrees that (i) it shall use the Data solely in accordance with this Agreement, including in accordance with the Customer User Restrictions and specific terms set out in the relevant Product Specifications; and (ii) only permit Named Users to access and use (a) the Products and (b) the Data solely for the purpose of creating Derived Data or Customer Output.

5.3 For Add-On Databases the terms and conditions specifically applicable thereto shall govern the use of Data therein.

6. CUSTOMER USER RESTRICTIONS AND REQUIREMENTS

6.1 In addition to the Customer User Restrictions set out in the Product Specifications, the Customer shall abide by the restrictions and requirements on the use of certain Data further described in Clause 6.2 through 6.7 below.

6.2 The Customer may not (i) use the Products to set up recurring, systematic or automated downloading or validation processes, or (ii) use downloading functionality in the Products to

create, enhance or maintain an internal database, feed, system or as a substitute for licensing the Products or any portion of it.

- 6.3 In addition to what is set out in the Product Specifications, certain Data Providers enforce a restriction on the use of Data sourced from such Data Providers for creation of Customer Output. The following website <https://redir.macrobond.com/go/legalDataProviderTermsAndConditions/> includes an updated list of all Data Providers who enforce the aforementioned restriction and the scope of such restrictions. The Customer acknowledges and agrees that the Customer shall keep itself updated on the aforementioned list and shall refrain from using Data sourced from the listed Data Providers in the creation of Customer Output intended for external use.
- 6.4 Derived Data may only be used or accessed by the Named Users, unless otherwise explicitly permitted under this Agreement.
- 6.5 The Customer shall not take any actions, or use Macrobond's trademarks and logos or the Data in any way, which may damage the reputation of Macrobond, the Data Providers, the Products or the Data.
- 6.6 The Customer shall upon any display of the Customer Output credit, wherever technically and commercially feasible, Macrobond, any licensor of Macrobond or the Data Provider specified by Macrobond as the source of the Data.
- 6.7 In addition, for Add-On Databases further Customer User Restrictions may apply.

7. CUSTOMER RESPONSIBILITIES

- 7.1 The Customer acknowledges and agrees that it is fully liable for all acts and/or omissions of the Named Users, and shall ensure that the Named Users comply with the terms and conditions of this Agreement including but not limited to Section 5 and 6.
- 7.2 The Customer is fully liable for all Unauthorized Use of the Products or the Data.
- 7.3 The Customer shall ensure that the Data is kept secure and shall use the best available security practices and systems applicable to the use of the Data to (i) enforce the Customer User Restrictions; and (ii) prevent, and take prompt and proper remedial action against any Unauthorized Use, including access, copying, modification, storage, reproduction, display or distribution of the Data, Derived Data and Customer Output undertaken by the Customer, the Named Users, the Customer's Representatives or a third party which is otherwise within the Customer's control.
- 7.4 The passwords or other security features for the Products must, be kept confidential and not be lent, shared, transferred or otherwise misused.
- 7.5 If the Customer becomes aware of any Unauthorized Use or other misuse of any Data, Derived Data or Customer Output or any security breach in connection with the Agreement that could compromise the security or integrity of the Data or otherwise adversely affect Macrobond, or if the Customer learns or suspects that any password or other security feature has been revealed to or obtained by any person not being a Named User, the Customer shall, at the Customer's expense, promptly notify Macrobond and cooperate with

Macrobond to remedy the issue as soon as reasonably practicable. Macrobond may suspend the Customer's rights under the Agreement until the Unauthorized Use, misuse or security breach or unauthorized disclosure of the password or other security feature is remedied.

- 7.6 The Customer agrees to cooperate with Macrobond's reasonable security investigations. Macrobond may also require the Customer to discontinue the supply of Data, Derived Data or Customer Output to any person (including Named Users) reasonably suspected by Macrobond of any Unauthorized Use.
- 7.7 Macrobond may for security reasons change passwords or other security features on notice to the Customer.
- 7.8 Without prejudice to Macrobond's other rights and remedies specified herein, the Customer shall, in case of Unauthorized Use of the Products, immediately be liable to pay Macrobond (i) an amount equal to the Fees that Macrobond would have charged the Customer from the Commencement Date, had the correct number of Named Users been indicated in the applicable Order Form, to the date of payment by the Customer and (ii) late payment interest at the rate provided for in Clause 15.3 from the Commencement Date to the date of payment by the Customer.

8. CUSTOMER DATA

- 8.1 Macrobond may host and maintain the Customer Data onsite or offsite through third party hosting services as set out in the relevant Product Specification. Macrobond undertakes to establish and maintain reasonable administrative, physical and technical safeguards against the destruction, loss or alteration of any Customer Data under the control of Macrobond. Macrobond shall thereby implement reasonable data backup procedures that perform daily backups of Customer Data. However, Macrobond is not responsible for unintentional loss or destruction of Customer Data.
- 8.2 Macrobond shall ensure that any Customer Data stored on the host systems is stored separately from the data of other customers of Macrobond (whether by means of technical or administrative separation) and is not accessible by third parties without the Customer's prior written consent.
- 8.3 No personal data, as defined in Applicable Law, may be included in Customer Data hosted by Macrobond and the Customer is fully liable for ensuring this.

9. USAGE DATA

All ownership rights to the Usage Data, including to any Intellectual Property Rights therein, generated through the Customer's use of the Products during the Term of this Agreement are and shall remain vested in Macrobond. Macrobond may thus use, store, copy, analyse and otherwise use the Usage Data.

10. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that all Intellectual Property Rights in and to the Products and the Data are the property of Macrobond or its licensors (including Data Providers), as applicable. Nothing in the Agreement shall give the Customer any right, title or interest in or to the Products or the Data other than the right to use the Products and the Data as set out in the Agreement.

11. TRADE COMPLIANCE

11.1 The Customer represents and warrants that it shall (i) comply with all Applicable Laws and regulations, including anti-bribery laws, trade and economic sanctions and export control laws; and (ii) immediately inform Macrobond of any suspected or alleged breach of the foregoing. Following any reasonably suspected breach, Macrobond has the discretionary right to suspend the Customer's access to and use of the Products or terminate the relevant Order Form.

11.2 Notwithstanding any provision of the Agreement to the contrary, Macrobond shall not be obliged to take any action under the Agreement if it believes in good faith that such action may constitute a violation, or contribute to a violation, of any anti-bribery laws, trade or economic sanctions or export control laws.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

Confidentiality

12.1 For the term of the Agreement, and for as long as the Confidential Information remains confidential, each Party shall keep the other Party's Confidential Information strictly confidential and shall not disclose or reveal (directly or indirectly or in whole or in part) or permit to be made available to any third party, except as expressly permitted by this clause, any Confidential Information in any form or manner.

12.2 Further, the Customer shall not use any Confidential Information for any purpose whatsoever, other than for the purposes of using the Products in accordance with the Agreement (whereby the Customer may only make such records or copies on the basis of or relating to the Confidential Information as are reasonably necessary for such purpose).

12.3 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know that Confidential Information, provided that (i) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and (ii) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this Section 12.

12.4 For the avoidance of doubt, the Customer acknowledges that Macrobond's Confidential Information includes (i) the Products and any other materials created or provided by

Macrobond in connection with the Products; (ii) the Data; (iii) the Usage Data; and (iv) the Macrobond Software.

12.5 Disclosure of any Confidential Information shall not constitute a breach of this Section 12 if such disclosure is required by law, regulation, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, a Party gives the other Party as much notice of the disclosure as possible.

12.6 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in the Agreement, are granted to the other Party, or are to be implied from the Agreement.

Announcements

12.7 No Party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, regulation, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

12.8 Notwithstanding the above, Macrobond shall have the right to disclose the Customer's name and include the Customer's name and logo on Macrobond's website and included in marketing material produced and published by or on behalf of Macrobond under the following conditions:

(i) In alphabetical order alongside no less than five (5) customer logos

(ii) In the same proportions as the other logos placing no prominence on the logo.

12.9 The provisions of this Section 12 shall continue to apply following the termination of the Agreement.

13. DATA PROTECTION

Each Party shall comply with applicable Data Protection Legislation. Each Party shall be individually responsible, as a sole data controller, for its own processing of personal data pursuant to and/or in connection with the Agreement. This means that each Party determines the purposes and means for its respective processing of personal data.

14. WARRANTIES AND LIMITATION OF LIABILITY

General

- 14.1 Neither Party excludes or limits liability to the other Party for (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by its negligence; or (iii) any matter in respect of which it would be unlawful for the Parties to exclude liability for, respectively.

IPR Claims

- 14.2 Macrobond warrants that the Macrobond Software does not infringe any third party Intellectual Property Rights and undertakes to defend the Customer from and against any claim or action that the Macrobond Software, infringes any Intellectual Property Right of a third party (“**IPR Claim**”) and shall be responsible for any losses, damages, costs (including all reasonable legal fees) and expenses incurred by or awarded against the Customer as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Customer, the Customer shall (i) give written notice of the IPR Claim to Macrobond as soon as reasonably practicable and, at the request of Macrobond, cease using the Products affected by the IPR Claim; (ii) not make any admission of liability in relation to the IPR Claim without the prior written consent of Macrobond; (iii) at Macrobond's request and expense, allow Macrobond to conduct the defence of the IPR Claim including settlement; (iv) at Macrobond's expense, co-operate and assist to a reasonable extent in Macrobond's defence of the IPR Claim; and (v) in case Macrobond does not request to conduct the defence of the IPR Claim conduct the defence of the IPR Claim in accordance with Macrobond’s reasonable instructions.
- 14.3 Clause 14.2 shall not apply where or to the extent that the IPR Claim in question is attributable to (i) possession, use, development, modification or retention of the Products (wholly or in part) by the Customer other than in accordance with the Agreement; (ii) the Data; (iii) the Customer’s failure to provide a suitable environment for connecting the Customer Systems to the Products as set out in Clause 4; (iv) use of the Products in combination with any data, hardware or software not supplied or specified by Macrobond to the extent that the infringement would have been avoided by the use of the Products not so combined; or (v) use of a non-current Release to the extent that the infringement would have been avoided by the use of the current Release.
- 14.4 If any IPR Claim is made by a third party, or in Macrobond's reasonable opinion is likely to be made, against the Customer, Macrobond may at its sole option and expense (i) procure for the Customer the right to continue using or retaining the Products (wholly or in part) in accordance with the Agreement; (ii) modify the Products (wholly or in part) so that they cease to be infringing; (iii) replace the Products (wholly or in part) with non-infringing items; or (iv) terminate the relevant Order Form immediately by notice in writing to the Customer and, once the Customer has fulfilled clause 16.8(b) in relation to the Products, refund any Fees for the Initial Term paid by the Customer as at the date of termination of the relevant Order Form (less a reasonable sum in respect of the Customer's use of the Products to the date of termination).
- 14.5 Clauses 14.2 to 14.4 constitute the Customer's sole and exclusive remedy and Macrobond's only liability in respect of IPR Claims and are, for the avoidance of doubt, subject to clause 14.11.

The Products and the Services

- 14.6 Macrobond warrants that (i) it has the right to provide to the Customer the right to access and use the Products on the terms set out in the Agreement; (ii) it has the right to provide the Services in relation to the Products; (iii) it has entered into necessary contracts or similar arrangements with the relevant Data Providers in order to be able to provide the Data through the Products; (iv) the Products will perform substantially in accordance with the Product Specifications provided that the Customer uses a current Release and fulfils the applicable hardware and software requirements applicable from time to time.
- 14.7 Macrobond's total aggregate liability, and the Customer's exclusive remedy under the warranty described in Clause 14.6, shall be, at Macrobond's discretion, to use its reasonable endeavours to resolve such performance and/or availability issues or, subject to the Customer fulfilling Clause 16.8(b) in relation to the Products, to refund such amount of the Fees that is proportionate to the defects in the Products, such amount to be determined by Macrobond in its reasonable discretion.
- 14.8 Notwithstanding Clause 14.7, if the defect in the Products pursuant to Clause 14.6 is of a material nature, the Customer shall be entitled to (i) terminate the relevant Order Form provided that the Customer has notified Macrobond of the defect and Macrobond has failed to remedy it within (sixty) 60 calendar days from the date on which Macrobond was notified of the defect; and (ii) a refund of pre-paid Fees on a pro-rated basis for the remaining term of the Initial Term.
- 14.9 Macrobond disclaims all liability for the Products, the Services and the Data and other than as expressly set out in the Agreement, the Products, the Services and the Data are provided on an "as is" and "as available" basis to the Customer without any express or implied warranty, term, condition or representation whatsoever regarding the Products', the Services' or the Data's functionality and accessibility, and specifically disclaims that (i) the Products, the Services or the Data will be uninterrupted, timely, secure, error-free or that any third party content provided will be free of viruses or other harmful components; (ii) the Products will be able to run on the Customer Systems; (iii) the Data is of any particular quality (satisfactory or otherwise), accurate, complete, reliable, secure, useful, fit for any particular purpose with respect to the Products, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise; (iv) the Data provided does not infringe any third party intellectual property rights; or (v) the Data has been tested for use by the Customer or any third party or that the Data will be suitable for or be capable of being used by the Customer or any third party. In relation to the Add-On Databases Macrobond has no liability whatsoever since these are provided directly by third parties via the Macrobond Platform.
- 14.10 Subject to Clause 14.1, Macrobond shall not in any circumstances be liable for any (i) loss (whether direct or indirect) of profits, business, business opportunities, revenue or turnover; (ii) damage to reputation or goodwill; (iii) loss or corruption of data or information; (iv) loss of or damage to any computer hardware or software; (v) loss of anticipated savings or wasted expenditure (including management time); (vi) loss or liability under or in relation to any other contract; (vii) loss caused through any act or omission of a Data Provider; or (viii) indirect, punitive, consequential or special loss or damage, in each case arising out of the

provision of the Products, the Services or the Data or otherwise in connection with the Agreement, even if Macrobond has been advised of the possibility of the same.

- 14.11 Subject to Clause 14.1, Macrobond's total aggregate liability in relation to the Customer under the Agreement, shall in no event exceed an amount equal to one hundred per cent (100%) of the total Fees paid by the Customer to Macrobond during the twelve (12) months preceding the date on which the claim first arose or, if the claim arose during the Initial Term, in respect of the Initial Term. What is set out in this Clause 14.11 is, as applicable, subject to the Customer notifying Macrobond of any claim and allows Macrobond, in its sole discretion, to handle the claim as Macrobond sees fit or adhering to Macrobond's reasonable instructions.

The Customer

- 14.12 The Customer warrants that (i) it has and shall use the skill and knowledge of financial markets and relevant tools or software reasonably held to be necessary for the use and interpretation of the Products and the Data; (ii) it shall be solely responsible, as against Macrobond and any Data Provider, for any opinions, recommendations, forecasts or other conclusions made or actions taken by the Customer, any client of the Customer or any other third party, based (wholly or in part) on the Products and/or the Data; and (iii) it has made appropriate insurance arrangements to cover its business and likely losses it may suffer in connection with the Agreement.
- 14.13 The Customer shall defend, indemnify and hold Macrobond, its suppliers (including any Data Providers), licensors, officers, directors, shareholders, employees and agents, harmless from and against all losses, claims and expenses (including reasonable attorney or legal fees), demands, suits or third party claims brought against Macrobond arising out of or in connection with (i) access to or use of the Products and/or the Data by the Customer or any third party authorized by the Customer other than as set out in the Agreement; (ii) any data or information provided by the Customer to Macrobond (including if Customer Data infringes any third party Intellectual Property Rights or violates Applicable Law); (iii) any decisions or advice arising out of the use of the Products and/or the Data; or (iv) breach of the confidentiality undertaking in Section 12, except to the extent that any such claim has arisen out of or in connection with any gross negligence or wilful misconduct of Macrobond.
- 14.14 Subject to Clause 14.1 and except with respect to liability arising out of Clause 14.13, the Customer, its officers, directors, shareholders, employees, agents, successors or assigns

shall not be liable for any indirect or punitive damages or intangible losses (such as goodwill, etc.).

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17. FORCE MAJEURE

Neither Party shall be in breach of the Agreement nor liable for any delay in performing or failure to perform any of its obligations under the Agreement (save for payment obligations) if such delay or failure results from events, circumstances or causes beyond its reasonable control, including but not limited to war, epidemics, pandemics, riot, strike, lockout, fire, earthquake and flood. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations and shall, as soon as possible, notify the other Party of the occurrence of the event. If the period of delay or non-performance continues for sixty (60) calendar days, the Party not affected may terminate the Agreement by giving ten (10) days' written notice to the affected Party.

18. GENERAL**Notices**

18.1 All notices or other communication given to the Customer under or in connection with the Agreement shall be made in writing and sent to the address set out in the Order Form or any other address or email address that the Customer informs Macrobond of in writing.

18.2 Notices to Macrobond shall be sent b e-mail: notices@macrobond.com.

18.3 Unless actually received earlier, a notice or other communication shall be deemed received by the recipient if (i) delivered by hand; (ii) sent by pre-paid first-class post or other next day delivery service; (iii) sent by courier (with delivery receipt obtained), on the day of delivery thereof if delivered during the recipient's normal business hours which shall be deemed to be 9 am to 5 pm on a day which is not a Saturday, Sunday or a public holiday in the recipient's jurisdiction; or (iv) delivered by e-mail on the day it was dispatched and otherwise at 9 am on the next day which is not a Saturday, Sunday or a public holiday in the recipient's jurisdiction.

Variation

18.4 Except as expressly provided in the Agreement, no modifications, amendments or alterations of the Agreement will be valid or binding for a Party, unless it is in writing and signed by duly authorised Representatives of the Parties.

Waiver

18.5 No failure to exercise, or delay in exercising, any right or remedy provided under the Agreement or by Applicable Law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof. No single or partial exercise of any right or remedy shall prevent the further exercise of that or any other right or remedy.

Entire agreement

18.6 The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements (whether written or oral) relating to its subject matter.

Severability

18.7 If any provision of the Agreement should be invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be replaced with such valid and enforceable provision which comes closest to the intentions of the Parties.

Relationship between the Parties

18.8 The Customer and Macrobond are independent contracting parties and nothing in the Agreement shall be construed as if either Party is acting as an agent of the other Party or

that a partnership or joint venture exist between the Parties. Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

Assignment

- 18.9 The Customer may not assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with, in whole or in part, any of its rights and obligations under the Agreement without the prior written consent of Macrobond.
- 18.10 Macrobond may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with, in whole or in part, any of its rights and obligations under the Agreement without the consent of the Customer.

Third party rights

- 18.11 Except as expressly stated otherwise in the Agreement, the Agreement shall not give rise to any rights for a third party to enforce any term of the Agreement.

19. GOVERNING LAW AND DISPUTE RESOLUTION

- 19.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 19.3 Notwithstanding the above, Macrobond has the right to submit to a court of competent authority and jurisdiction any claim relating to the payment for overdue Fees.
-

This Agreement has been signed in three (3) originals, of which the Customer have received two (2) and Macrobond one (1).

Place:
Date: 14.03.2024

Place:
Date: 14.03.2024

Macrobond Financial AB

NATIONAL BANK OF SLOVAKIA

SCHEDULE 1

PRODUCT SPECIFICATION

The Macrobond Application provides access to a global economic and financial database. It allows Named Users to analyse and visualize data through a user interface.

In addition, the Macrobond Application allows Named Users to connect to internal databases, store in-house data and connect to other tools that the Customer has available on the same Customer System, depending on which Macrobond Application that is subject to the Agreement. Connectivity is possible with data scientist tools such as R, E-views, Python and MATLAB.

Integration with Microsoft Office to download data and update charts is available, as defined for each version of the Macrobond Application set out below.

Content taken from all licenses of the Macrobond Application may not be distributed in raw or derived form to anyone who is not a Named User other than as Customer Output.

The Macrobond Application is available in different version which carry different features as shown below and highlighted in the descriptions.

		Macrobond Core	Macrobond Data+	Macrobond Viewer
Data	Monthly unique time series download			
	Access to 225M+ Time Series			
	Access to PIT data			
	Connection to Bloomberg			
	Excel downloads			
	Connection to internal databases			
Features	Time Series update alerts			
	Library of pre-defined charts			
	Chart editing capabilities			
	Built-in analytics functions			
	Enhanced connections to data science tools			
Service	Access to self-learning materials			
	User training			
	File storage on Macrobond servers			
	User Support			
Add-ons available	Web Publishing capabilities			
	Macrobond Web complementary			
	Render Service			
	Document conversions			
	3rd party premium databases			

Macrobond Core:

Access to all Data (excluding Add-On Databases) available through the Macrobond platform as well as through an add-in in Excel.

Macrobond Data+:

Access to all Data (excluding Add-On Databases) available through the Macrobond Platform as well as through add-ins in Excel and E-views and API's in Matlab, R and Python. Exclusive access to Point in Time data.

Macrobond Viewer:

Access to Customer Output and Derived Data created by Named Users in Macrobond Core or Macrobond Data Scientist. Macrobond Viewer enables Named Users to open, make stylistic changes and use Derived Data to create Customer Output. Access to add-ins in Powerpoint are also available to be able to create and refresh presentations.

SCHEDULE 2

FORM OF ORDER FORM

This is Order Form number 1 to the Framework Agreement entered into between Macrobond Financial AB, Reg. No. 556740-9817 and NATIONAL BANK OF SLOVAKIA, Reg. No. 30844789. Capitalized terms used herein shall have the meaning ascribed to them in the Framework Agreement.

Product	Macrobond Core Licenses as further set out in the attached Product Specification.
Commencement Date	March 15, 2024
Named Users	
Fee(s)	EUR 69 900
Additional Terms	Switching of licenses with onboarding session included for Ad-hoc users. Total Fee(s) is for the period 2024.03.15 - 2025.03.14
..... Date signed Date signed
..... Signed by MacroBond Financial AB Signed by NATIONAL BANK OF SLOVAKIA