

## BLOOMBERG INTEGRATION AND CONNECTIVITY AGREEMENT

This Bloomberg Integration and Connectivity Agreement No. **3206677**, (together with any Schedule(s) of Services hereto, the "Agreement"), is by and between BLOOMBERG FINANCE L.P. ("SP") and **NATIONAL BANK OF SLOVAKIA** ("SR").

### Background

- A. SP or an affiliate of SP and SR are parties to one or more agreements pursuant to which SP or an affiliate of SP provides SP Data and/or SP Products (each as defined below) to SR and/or SR provides User Data (as defined below) to an SP Product (any such agreement, a "License Agreement").
- B. The "Services" shall consist of, and SR is granted a nonexclusive and nontransferable license to use, the products and services made available under this Agreement and any Schedule(s) of Services annexed hereto, which are incorporated herein by reference and which form a part of this Agreement (as they may be amended from time to time in accordance with this Agreement, the "Schedule(s)"), in each case in accordance with the terms set forth herein and in the Schedule(s). For the avoidance of doubt, the Services shall not include any products or services, including without limitation any SP Data, provided under any License Agreement.

### Definitions & Terms and Conditions

- A. "Advanced Connectivity" shall mean functionality made available by SP from time to time to support data connectivity beyond that of flat files.
- B. "Development Materials" shall mean any data, specifications, materials and/or other items made available to SP and/or its affiliates by or on behalf of SR to facilitate provision of the Services.
- C. "Derivatives Add On" shall mean support for derivatives instrument types, as set forth in the applicable Schedule(s), in connection with the Services. Purchasing the Derivatives Add On shall in no way guarantee the availability of products or services related to a particular instrument type under the License Agreements and/or any Third-Party Agreements (as defined below). Derivatives instrument types may not be supported in connection with the Services unless SR subscribes to the Derivatives Add On in connection therewith.
- D. "Enhanced Distribution and Scheduling Policy" shall mean an increased number of data transmissions and data transmission scheduling options and/or availability of certain premium data outputs beyond what SP generally makes available to its customers under the applicable License Agreement for no additional charge under its then-current policies.
- E. "Integration Middleware" shall mean middleware for data transformation, enrichment, mappings, operations, visual interfaces, event processing and such other products and functionality as SP may make available in connection with such middleware, in each case for SR to prepare its own Middleware Customizations (as defined below).
- F. "Integration Package" shall mean (i) Advanced Connectivity, (ii) Enhanced Distribution and Scheduling Policy, (iii) provision and/or support of System Interfaces (as defined below) and/or (iv) any other materials, products and services provided by SP and/or its affiliates in connection with such Integration Package.
- G. "Middleware Customizations" shall mean any customizations prepared by SP and/or its affiliates or SR in connection with the Integration Middleware or other functionality or Services.
- H. "Single System" shall mean provision and/or support of a single System Interface.
- I. "SP Data" shall mean any information or data provided by SP or an affiliate of SP to SR pursuant to a License Agreement.
- J. "SP Product" shall mean any product or service provided by SP or an affiliate of SP to SR pursuant to a License Agreement and to or from which SP has agreed to support distribution of SP Data and/or User Data.
- K. "System" shall mean the application or system, other than the SP Product, that is the basis for a System Interface.
- L. "System Interface" shall mean any interface developed or certified by SP and/or its affiliates.
- M. "User Data" shall mean information or data provided or uploaded by or on behalf of SR to an SP Product, SP and/or an SP affiliate, which, for the avoidance of doubt, shall not include any SP Data.

#### **1. Provision of the Services.**

- (a) Nothing in this Agreement shall supersede any obligations of SR, including any restrictions on SR's use of SP Data, under the applicable License Agreements, or be deemed to grant any additional access or use rights to SP Data beyond those expressly set forth in the applicable License Agreements. If there are any inconsistencies between the terms of this

Agreement and any License Agreement, the terms of the License Agreement shall apply with respect to the applicable SP Product(s) and/or SP Data. This Agreement shall apply only to the Services provided hereunder and not to any SP Data, SP Products or other products or services that SR receives from SP and/or its affiliates. SP Data shall remain subject to the applicable License Agreement and SP may determine not to permit distribution of SP Data in connection with certain SP Products as part of the Services. Use, access and/or processing of SP Data by any third party ("Processing") is subject to agreement by SP and execution of the then-current documents required by SP for Processing, provided that Processing may not be permitted in connection with certain SP Products, SP Data and/or License Agreements. All License Agreements required for use of the relevant SP Data and SP Products must remain in effect in order to use the applicable SP Data and/or SP Products in connection with the Services, and nothing in this Agreement shall be deemed to grant SR any rights to receive, use or guarantee the availability of such SP Data or SP Products. Upon any termination of SR's rights to receive or use any relevant SP Data or SP Products, SP may (1) terminate the Services provided hereunder with respect to the relevant SP Data and SP Products and (2) in its sole discretion and subject to any additional implementation fees that SP may require, which additional fees SR shall pay upon presentation of an invoice therefor, permit SR to substitute alternative SP Data or SP Products. SR agrees that any termination of SR's rights to receive or use any relevant SP Data or SP Product shall in no way limit SR's obligations to pay the amounts set forth in this Agreement and the applicable Schedule(s).

- (b) SR shall, in accordance with SP's procedures as specified from time to time by SP, designate and notify SP of one or more individuals employed by SR to act as an administrator with respect to the Services (each such person, an "Administrative User"). Administrative Users shall be responsible for, inter alia, (i) designating other users authorized to use, access and interact with the Services ("Authorized Users", and together with Administrative Users, "Users"), (ii) designating the Authorized Users' levels of access to and interaction with information, (iii) disabling and deleting Authorized Users, (iv) selecting the appropriate authentication method for Users and (v) completing an authorization form provided by SP. SR shall ensure, and be solely responsible for ensuring, that only personnel of SR who are Users shall use, access or interact with the Services. SR shall promptly notify SP of any changes to any Administrative User in accordance with SP's procedures as specified from time to time by SP. During any period in which SR does not have such an Administrative User, certain functionality may not be available and SP may charge SR additional fees in connection with any related Services.
- (c) The Services are solely and exclusively for use by SR and may not be used for any illegal purpose or in any manner inconsistent with or not expressly permitted by this Agreement and the applicable Schedule(s). SR agrees to use the Services solely for purposes of transferring or transmitting SP Data and User Data (and not any other data) to and/or from, as applicable, one or more SP Products to and/or from, as applicable, one or more System(s) for the internal use and benefit of SR and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity. SR shall not use the Services in any way not specifically authorized by SP or distribute, publish, copy, broadcast, reproduce, port, access, use or otherwise route the Services to any party or person in any way not expressly authorized herein. SP may monitor, either physically or electronically (including remotely), use of the Services.
- (d) SP or its affiliates may make changes, enhancements and upgrades to the Services and related software, materials, guidelines and services from time to time as it deems necessary or desirable and SR shall comply with such changes, enhancements and upgrades within six months of SP's release of such changes, enhancements and upgrades. SR agrees that SP and its affiliates shall not be responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by SR's equipment or arising from SR's use of the Services on such equipment or from SR's failure to make changes, enhancements or upgrades in the manner and timeframe specified by SP or its affiliates. SR accepts that SP reserves the right to adjust any SP mechanism to disable SR's electronic requests or to cease providing Services to SR in order to protect the integrity of SP's network where its operation might be affected by the provision of Services to SR.
- (e) SR agrees to provide assistance, cooperation and Development Materials (and grants SP and its affiliates a license for SP and its affiliates to use the Development Materials) reasonably necessary to enable SP and its affiliates to provide the Services and SP and its affiliates shall have no obligation or responsibility to provide the Services if not so provided.
- (f) SR acknowledges and agrees that: (i) the Services provided under this Agreement were developed, compiled, prepared, revised, selected and arranged by SP and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, creativity, effort and money and constitute valuable intellectual property and trade secrets of SP and such others, (ii) as between SP and SR, title to copyrights and all other intellectual property rights in and to all embodiments and modifications of the Services, including, without limitation, any Middleware Customizations, whether created by SP, SR or otherwise, shall at all times be and remain vested in SP and its affiliates, and SR shall gain no rights to the same, including, without limitation, any Middleware Customizations, other than the license rights granted herein, (iii) if SR is deemed to have any rights in the Services provided under this Agreement, including, without limitation, any Middleware Customizations, it hereby irrevocably assigns to SP and its affiliates all right, title and interest in and to the same and agrees to execute any and all documents and provide all testimony requested by SP to transfer and perfect ownership of all worldwide rights therein to SP or its affiliates and (iv) upon any termination of this Agreement, (1) access to the Services provided under this Agreement, including without limitation all Middleware Customizations, shall terminate immediately and (2) all distributions of data to or from an SP Product shall be subject to SP's then-current policies, which may, among other limitations, restrict the number of connections available to SR without an additional fee. Notwithstanding anything to the contrary in this Agreement, SR may not use or distribute the Services in any manner that does or could compete with the business of SP or SP's affiliates. If SP believes in good faith that SR has violated the preceding sentence, SP may terminate this Agreement and/or one or more Schedules, pursue any and all remedies in respect of such breach and/or require that SR immediately discontinue its receipt and/or use of all or part of the Services.

- (g) SR must obtain and maintain all agreements that may be required by third parties for use of the relevant Systems and System Interfaces ("Third-Party Agreements"). The provision of Systems or System Interfaces that have been certified by SP to SR by a third party (such as System Interfaces, "Certified Third-Party Interfaces") shall be governed by the applicable Third-Party Agreements and nothing in this Agreement shall be deemed to grant SR any rights to receive, use or guarantee the availability of such Systems or Certified Third-Party Interfaces. SR shall notify SP immediately in writing upon any termination of SR's right to (i) use a System or Certified Third-Party Interface and/or (ii) provide SP and its affiliates with any Development Materials. Upon any termination of such SR rights, SP may (1) terminate the Services provided hereunder with respect to the relevant Systems or Certified Third-Party Interfaces and (2) in its sole discretion and subject to any additional implementation fees that SP may require, which additional fees SR shall pay upon presentation of an invoice therefor, permit SR to substitute an alternative System or System Interface for the System or Certified Third-Party Interface subject to such terminated SR rights. Some or all of the functionality provided as part of the Services provided under this Agreement may become unavailable if there are changes to a given System, SR ceases to use a supported version of a given System, an interface or instrument type is no longer available or supported due to the act or omission of a third party or an interface for a given System ceases to be a Certified Third-Party Interface (if applicable) and such unavailability of functionality shall in no way limit SR's obligations to pay the amounts set forth in this Agreement and the applicable Schedule(s).
- (h) SR represents, warrants and covenants to SP and its affiliates and shall be deemed to represent, warrant and covenant to SP and its affiliates each time SR uses the Services, that: (i) SR has all requisite right, power and authority and has obtained all requisite third-party permissions, licenses and consents, and it is not a breach of any agreement to which SR is a party, for SR (or a third party on behalf of SR) to (x) use each System and/or Certified Third-Party Interface as contemplated herein, (y) provide or upload Development Materials and User Data and (z) make User Data available to and/or enable third parties, employees or any other person to receive, access, retrieve and/or use User Data, (ii) the Development Materials and User Data and SP's and/or its affiliates' use of the Development Materials and User Data do not and shall not infringe upon any intellectual property or other proprietary right of any third party and (iii) the User Data does not include information or data sourced or provided by SP or an affiliate of SP. Upon SR's request or at the direction of SR's employees, SP or its affiliates may provide User Data to a third party, employee or other person ("Processing Agent"). SR hereby grants SP and its affiliates, and SP hereby accepts, a non-exclusive, non-transferable worldwide license to transmit such data to the Processing Agent and agrees that such transmission of such data shall not violate any obligation SP or its affiliates owe to SR or its affiliates.
- (i) The Development Materials (and any aspect of the Services dictated by the Development Materials) and User Data shall not be subject to any intellectual property indemnification obligation that SP owes to SR.
- (j) SR agrees that it will not, directly or indirectly, during the effectiveness of this Agreement and for a period of two years following the termination of this Agreement, without the prior written consent of SP, solicit, or cause or authorize to be solicited for employment any persons who, at any point during the effectiveness of this Agreement, were employees of SP or its affiliates involved in providing the Services hereunder, nor will SR solicit or encourage any such persons to terminate their employment relationship with SP or its affiliates; provided, however, that the foregoing provision shall not prevent SR from hiring any employee who responds to a public advertisement placed by SR which such advertisement is not targeted at employees of SP or its affiliates.
- (k) SP shall be an independent contractor, and not an employee, partner or agent of SR, within the meaning of all federal, state and local laws and regulations, including those governing employment insurance, workers' compensation, industrial accident, labor and taxes. SP shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by SR or its subsidiaries or affiliates for the benefit of their employees, including, without limitation (i) any pension or profit-sharing plans or (ii) any plans providing medical, dental, disability or life insurance protection.

## **2. SOFTWARE (if applicable)**

- (a) If access to any locally installed gateway software (the "Software") is provided to SR under this Agreement, the Services shall include the grant to SR of a nonexclusive, nontransferable, non-sublicensable limited license during the effectiveness of the applicable Schedule to use such Software, as it may be modified or enhanced from time to time, in connection with SR's providing or uploading User Data to one or more SP Product(s). The Software may be provided by SP to SR or made available to SR via download. If Software is made available to SR via download, SR agrees that it will only download one (1) copy of such Software. SR may use the Software only (i) in connection with the applicable SP Product(s) (and the license to use the Software shall automatically terminate in the event that SR is no longer licensed by SP to use such SP Product(s)), and (ii) at the Equipment Address set out in the applicable Schedule or such other location as agreed upon by SP and SR in writing (the "User Site"). SP may provide SR with and/or permit SR to download one identical copy of the Software for backup, security and disaster recovery purposes arising in connection with the User Site; provided, however, that SR shall, upon request from SP, provide SP with the address at which such backup copy of the Software is stored or used in writing. SR may not make or download any additional copies of the Software and shall have no other right to any additional copies of the Software under this Agreement unless SR orders additional copies of the Software pursuant to this Agreement. SR agrees that SR will maintain accurate and updated records of the number and location of all copies of the Software and SR will supervise and control use of the Software in accordance with the terms of this Agreement. SR hereby agrees not to use, make available or distribute any gateway developed by SP or its affiliates that is locally installed at an SR or third-party site.
- (b) SR shall be responsible for its operating system hardware and any other licensed third-party software required in connection therewith, as well as maintenance and support of such hardware and software. The Software is expressly provided by SP and

its affiliates for operation on SR's own equipment and are furnished without warranty as to compatibility, fitness or performance with such equipment, and SR shall bear all cost and responsibility for such equipment.

- (c) SR and SP may terminate the license to the Software pursuant to the provisions for termination set forth below in this Agreement. SR acknowledges and agrees that termination of access to Software used in connection with the Services provided hereunder may cause all or part of the functionality of such Services to become unavailable.

### **3. Term and Charges.**

- (a) This Agreement shall be effective from the date it is accepted by SP and shall remain in full force and effect until all Schedules have been terminated, unless earlier terminated in accordance with its terms. Each Schedule shall be effective from the date it is accepted by SP (the "Schedule Effective Date") and shall remain in full force and effect until the date that is two years after commencement of the Services provided thereunder (the "Schedule Term"), unless earlier terminated during the Schedule Term or any renewal thereof in accordance with this Agreement or the applicable Schedule. Each Schedule Term shall automatically renew for successive two-year periods unless SP or SR elects not to renew such Schedule by giving the other party not less than 90 days' written notice prior to the end of the Schedule Term or any renewal thereof. If any Schedule is so renewed for any additional period(s) beyond the initial Schedule Term, the charges payable for each such renewal period shall be calculated at SP's then-prevailing rates for the Services provided under such Schedule and the renewing Schedule shall be considered to be amended accordingly.
- (b) SP shall have the right to terminate this Agreement, any Schedule and/or suspend SR's use of any portion or all of the Services at any time (i) upon SR's breach of this Agreement or any Schedule or (ii) if SR undergoes a Change of Control. A "Change of Control" shall be deemed to have occurred if the entity (or entities) that directly or indirectly own(s) the controlling interest in or control(s) SR, as of the date this Agreement is accepted by SP, no longer own(s) the controlling interest in or otherwise control(s) SR, whether such Change of Control occurs by merger, acquisition, corporate restructuring or otherwise. SR must notify SP in writing within five days of the occurrence of a Change of Control. The Schedule(s) shall terminate upon the termination of this Agreement, but the termination of any given Schedule shall not itself terminate this Agreement unless all Schedule(s) have been terminated. Upon the termination of this Agreement or any Schedule(s) by SP pursuant to this paragraph 3(b), SR will be responsible for the charges set forth in paragraph 3(d).
- (c) SR shall have the right to terminate this Agreement or any Schedule at any time upon not less than 60 days' prior written notice to SP and upon payment of the charges set forth in paragraph 3(d).
- (d) SR shall be liable for all amounts payable pursuant to this Agreement and the applicable Schedule(s) through the date of termination of this Agreement and/or the applicable Schedule(s) and, for each Schedule that is terminated prior to the end of its Schedule Term (or any renewal thereof), a termination charge in an amount equal to 50% of the charges calculated in accordance with this Agreement and such Schedule for the balance of such Schedule Term (or renewal thereof).
- (e) Upon any termination of this Agreement or any Schedule, SP shall have the right to remove any equipment or Software provided as part of the terminated Services at SR's expense and SR shall cease use of all terminated Services.
- (f) SR shall pay SP upon presentation of an invoice all applicable amounts for the Services including without limitation: (i) the amount indicated on the Schedule(s) for the Services (collectively, the "Fee"); and (ii) any applicable taxes, assessments, fees or penalties in respect of the Services. In addition to the fees and charges described in the preceding sentence, SR shall be responsible for and shall pay for all costs of cabling, communications (including, without limitation, network access, bandwidth and circuit costs), electrical and common carrier equipment installation charges incurred in connection with the Services. In addition to the Fee, SR shall reimburse SP for all reasonable, mutually agreed expenses incurred in the performance of the services provided hereunder. Such expenses include, but are not limited to, accommodation, travel, meals, out-of-pocket living expenses while traveling to perform the services provided hereunder, and telephone, facsimile, and similar related communications expenses incurred by SP's or its affiliates' personnel in performance of the services hereunder. SR acknowledges and agrees that SP reserves the right to charge additional fees and/or require an additional subscription for (1) multiple deployments of the same System Interface and/or Integration Middleware, (2) SR devices and/or unique file configurations in excess of those supported by a single deployment of a System Interface and/or Integration Middleware and/or (3) Middleware Customizations prepared by SR in excess of those supported by a single deployment of Integration Middleware. All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services provided hereunder will automatically be charged at SP's prevailing rates and SR will be invoiced accordingly.
- (g) Paragraphs 1(a), 1(d), 1(f)-(k), 2(a)-(c), 3(b)-(e), 3(g), 4, 5, 6 and 8 shall survive the termination of this Agreement for any reason.

### **4. LIABILITY LANGUAGE / REMEDIES**

- (a) SP AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR THE RESULTS TO BE ATTAINED BY SR OR OTHERS FROM THE USE OF THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. To the maximum extent permitted by law, SP, its affiliates, its and their suppliers and its and their third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, (whether caused by negligence or otherwise), arising in connection with the Services, or this Agreement, and shall not be liable for any lost profits, losses or punitive, incidental or consequential

damages or any claim against SR by any other party. SP and its affiliates shall not be responsible for or have any liability for any injuries or damages caused by errors, inaccuracies, omissions or any other failure in, or delays or interruptions of, the Services, from whatever cause, or for the security or maintenance of any data input by SR. SR shall indemnify SP and its affiliates and hold them harmless and at SR's expense defend SP and its affiliates against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with a breach of this Agreement by SR or the use of the Services by SR. To the maximum extent permitted by law, it is agreed that the aggregate liability of SP and its affiliates arising in connection with this Agreement and the Services for damages, regardless of the form of the action, shall not exceed the fees paid under the applicable Schedule for the Services pertaining to such damages during the six months immediately preceding the alleged injury or damage, and that this shall be SR's exclusive remedy. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected, subject to any obligation to indemnify for third-party claims. No action, regardless of form, arising out of or pertaining to this Agreement or any of the Services may be brought by SR more than one (1) year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law. SP and its affiliates shall not be liable for any claim or demand against SR by a third party.

- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SP AND ITS AFFILIATES SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH SR ACCESSES THE SERVICES AND SR SHALL INDEMNIFY SP AND ITS AFFILIATES AND HOLD THEM HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING IN CONNECTION WITH THE USE OF SUCH THIRD-PARTY COMMUNICATIONS NETWORK. To the maximum extent permitted by law, none of SP, its affiliates or its or their suppliers or third-party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the installation, relocation, maintenance, use or removal of the Services. SP and its affiliates are not responsible for the reliability or continued availability of the communication lines and equipment used by SR in accessing the Services.
- (c) Notwithstanding any limitations in paragraph 4(a) to the contrary, SP agrees to indemnify SR and hold it harmless and at SP's expense defend SR against any claim that the Services provided by SP hereunder infringe any copyright, trademark or other intellectual property rights; provided that (i) SR promptly notifies SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) SR cooperates in every reasonable way to facilitate such defense and (iv) if SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR promptly notifies SP of such activities. Notwithstanding anything to the contrary in this paragraph 4(c), SP shall not indemnify SR for any claim to the extent it arises from or in connection with any (w) additions, changes or modifications to the Services, (x) incorporation of the Services into any product or service not provided by SP or its affiliates, (y) use of the Services other than as expressly permitted by this Agreement or (z) third party with which SR or an SR affiliate has a direct agreement.

## **5. Remedies.**

The parties acknowledge that a breach or threatened breach of this Agreement by SR or any of its employees, representatives or affiliates would cause irreparable harm to SP that could not be adequately relieved by monetary damages only. The parties therefore intend and agree that if such breach or threatened breach occurs, SP shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude SP from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. If SP prevails in any such action, SP shall be entitled to recover from SR all reasonable costs, expenses and attorneys' fees incurred in connection therewith.

## **6. Parties.**

SR recognizes that SP, its affiliates, its partners, suppliers and their respective affiliates, each have rights with respect to the Services provided by SP to SR. SR acknowledges and agrees that the provisions of paragraphs 4 and 5 of this Agreement shall be for the benefit of SP, its affiliates, its partners, suppliers, and their respective affiliates, successors and assigns and that the term "SP" as used in such provisions includes SP, its affiliates, its partners, suppliers and their respective affiliates.

## **7. Excluded Jurisdictions, Economic Sanctions and Export Controls**

- (a) Notwithstanding any other provision of this Agreement, SP does not represent that the Services or anything created using the Services are appropriate or available for use in any particular location or for any or all purposes.
- (b) SR represents, warrants and covenants to SP and its affiliates that none of SR or any person who acts on behalf of or at the direction of SR shall use (or enable others to use) the Services or anything created using the Services in connection with activities: (i) relating to nuclear, chemical or biological weapons proliferation, terrorism, corruption, undermining of democratic rights and government, money laundering, tax evasion or human rights violations, or other similarly egregious activities; or (ii) in, or for the benefit of, Syria, Cuba, North Korea, Iran or the non-Ukrainian government controlled areas within the sovereign territory of Ukraine (including without limitation, Crimea) (each, an "Excluded Jurisdiction").
- (c) Notwithstanding any other provision of this Agreement, SP does not represent that the Services or anything created using the Services are appropriate or available for use in any particular location or for any or all purposes. SR represents, warrants and covenants to SP and its affiliates that none of SR or any person who acts on behalf of or at the direction of SR shall use (or enable others to use) the Services or anything created using the Services in connection with activity: (i) in, or for

the benefit of, any country or region with respect to which the United Nations, United States, European Union and/or United Kingdom (the "Sanctioning Authorities") maintains sanctions prohibiting all or substantially all shipment or provision of services, goods, technology or software (a "Sanctioned Jurisdiction"); (ii) to, or for the benefit of, the government of an Excluded Jurisdiction or a Sanctioned Jurisdiction or a person located in or normally resident of an Excluded Jurisdiction or a Sanctioned Jurisdiction; (iii) involving or benefiting a government or person whose assets a Sanctioning Authority has blocked or to which a Sanctioning Authority restricts the shipment or provision of services, goods, technology or software (a "Prohibited Party"); (iv) to the extent applicable, for the purpose of transacting in, providing financing for, or otherwise dealing in prohibited equity or debt of, or extending credit to, persons identified by (or owned or controlled, whether individually or in aggregate, by persons identified by) any Sanctioning Authority as being subject to sanctions prohibiting such activities; or (v) for any purpose that would be prohibited under the economic sanctions of any Sanctioning Authority

- (d) Each time SR receives or uses the Services or anything created using the Services, SR shall be deemed to represent and warrant to SP and its affiliates that none of SR or any person who acts on behalf of or at the direction of SR or any person on whose behalf SR is acting, is: (i) located in, normally a resident of, or the government of, any Excluded Jurisdiction or Sanctioned Jurisdiction; or (ii) a Prohibited Party.

## **8. Miscellaneous.**

- (a) This Agreement, together with the Schedules, is (i) the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto and (ii) not intended to and shall not confer upon any other person any rights or remedies hereunder, except as expressly stated herein. No changes, modifications or waivers regarding this Agreement shall be binding unless they are in writing and signed by SP and SR. The headings in this Agreement are intended for convenience of reference only and shall not affect its interpretation. SR may assign this Agreement only with the prior written consent of SP. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto as expressed herein.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of New York regardless of the substantive law that might otherwise govern under applicable choice-of-law principles. The parties hereto, their successors and assigns, agree to submit to the exclusive jurisdiction of the federal and state courts located in New York County, New York in connection with any matters arising out of or relating to this Agreement and waive all objections to the selection of such venue or to such courts' assertion of jurisdiction over the parties regarding such matters, including without limitation on the grounds of forum non conveniens and sovereign immunity.
- (c) SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an affiliate of SP, which may discharge those responsibilities, obligations and duties on behalf of SP. SP shall have the right to assign this Agreement and/or any Schedules hereto or its rights in connection therewith to any affiliate.
- (d) This Agreement, including any Schedules thereto, and any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form. For inquiries, please contact Bloomberg L.P., operating agent of Bloomberg Finance L.P., at 731 Lexington Avenue, New York, NY 10022, via Telephone: (212) 318-2000 or via the Customer Service Center: <https://service.bloomberg.com>; or any successor operating agent or other party as specified by Bloomberg Finance L.P. from time to time.

Agreed to by:  
**NATIONAL BANK OF SLOVAKIA**  
\_\_\_\_\_  
Company Name

Agreed to by:  
**BLOOMBERG FINANCE L.P.**  
By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

\_\_\_\_\_  
Signature (Duly authorized signatory, officer, partner or proprietor)

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title (Please type or print)  
2025-02-05

\_\_\_\_\_  
Date  
The following are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries: BLOOMBERG, BLOOMBERG ANYWHERE, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG PROFESSIONAL, BLOOMBERG TERMINAL and BLOOMBERG.COM. Absence of any trademark or service mark from this list does not waive Bloomberg's intellectual property rights in that name, mark or logo. All rights reserved. 600782761.2

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
2025-02-05  
Date

**BLOOMBERG INTEGRATION AND CONNECTIVITY SCHEDULE OF SERVICES**

SP: BLOOMBERG FINANCE L.P.  
SR: NATIONAL BANK OF SLOVAKIA  
DEPARTMENT: FX RESERVES MGM

ORDER DATE: 22-Dec-2024

ACCOUNT: 263940  
ORDER: 27519806

EQUIPMENT ADDRESS:  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BILLING ADDRESS:  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

SR CONTACT:

BILLING CONTACT:

SP and SR are parties to a BLOOMBERG INTEGRATION AND CONNECTIVITY AGREEMENT, Number 3206677 (the "Agreement"), which sets forth the terms and conditions under which SP provides to SR the Services described therein. Capitalized terms that are used but not defined herein have the meanings stated in the Agreement.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	ONE TIME CHARGES
	Total		
PO#			

**TERMS AND CONDITIONS**

**1. TERM & CHARGES**

- (a) The Schedule Term is as set forth in the Agreement. SR shall pay SP the fees indicated above (collectively, the "Fee") for the Services. The Fee commences the day the Services provided hereunder commence and, except with respect to any One Time Charges, shall be invoiced quarterly in advance. All amounts displayed on this Schedule are in U.S. dollars. To the extent permitted by law, SP may send and SR agrees to receive invoices via electronic mail. Any Fee increases in accordance with the Agreement shall take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee.
- (b) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services provided hereunder will automatically be charged at SP's prevailing rates and SR will be invoiced accordingly. SP may monitor, either physically or electronically (including remotely), use of the Services. If local dedicated circuits for network access are provided by SP to SR, the charges for such dedicated local circuits are not guaranteed for the Schedule Term. Increases and/or discounts to such charges may be made on ninety (90) days' advance written notice and SR relocations may result in immediate price adjustments for such local circuits. SR may terminate dedicated circuits for network access upon ninety (90) days' advance written notice, provided that SR has installed a replacement approved by SP.
- (c) The charges payable hereunder do not include fees for exchange and third-party information services or applicable taxes. All applicable taxes, including, without limitation, sales tax and VAT, shall be in addition to the charges for the Services and shall be the responsibility of SR. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

**2. ELECTRONIC SIGNATURES**

This Schedule, including any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website.



Any such electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

Agreed to by:  
**NATIONAL BANK OF SLOVAKIA**  
Company Name

Agreed to by:  
**BLOOMBERG FINANCE L.P.**  
By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)  
2025-02-05

Date  
The following are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries: BLOOMBERG, BLOOMBERG ANYWHERE, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG PROFESSIONAL, BLOOMBERG TERMINAL and BLOOMBERG.COM. Absence of any trademark or service mark from this list does not waive Bloomberg's intellectual property rights in that name, mark or logo. All rights reserved.

Signature of Authorized Signatory

2025-02-05

Date  
600080980.15

**BLOOMBERG INTEGRATION AND CONNECTIVITY SCHEDULE OF SERVICES**

SP: **BLOOMBERG FINANCE L.P.**  
SR: **NATIONAL BANK OF SLOVAKIA**  
DEPARTMENT: **FX RESERVES MGM**

ORDER DATE: **22-Dec-2024**

ACCOUNT: **263940**  
ORDER: **27519807**

EQUIPMENT ADDRESS:  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BILLING ADDRESS:  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

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(City) (State/Province) (Postal Code)  
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SR CONTACT:

BILLING CONTACT:

SP and SR are parties to a **BLOOMBERG INTEGRATION AND CONNECTIVITY AGREEMENT**, Number **3206677** (the "Agreement"), which sets forth the terms and conditions under which SP provides to SR the Services described therein. Capitalized terms that are used but not defined herein have the meanings stated in the Agreement.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	ONE TIME CHARGES
Total			
PO#			

**TERMS AND CONDITIONS**

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- The Schedule Term is as set forth in the Agreement. SR shall pay SP the fees indicated above (collectively, the "Fee") for the Services. The Fee commences the day the Services provided hereunder commence and, except with respect to any One Time Charges, shall be invoiced quarterly in advance. All amounts displayed on this Schedule are in U.S. dollars. To the extent permitted by law, SP may send and SR agrees to receive invoices via electronic mail. Any Fee increases in accordance with the Agreement shall take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee.
- All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services provided hereunder will automatically be charged at SP's prevailing rates and SR will be invoiced accordingly. SP may monitor, either physically or electronically (including remotely), use of the Services. If local dedicated circuits for network access are provided by SP to SR, the charges for such dedicated local circuits are not guaranteed for the Schedule Term. Increases and/or discounts to such charges may be made on ninety (90) days' advance written notice and SR relocations may result in immediate price adjustments for such local circuits. SR may terminate dedicated circuits for network access upon ninety (90) days' advance written notice, provided that SR has installed a replacement approved by SP.
- The charges payable hereunder do not include fees for exchange and third-party information services or applicable taxes. All applicable taxes, including, without limitation, sales tax and VAT, shall be in addition to the charges for the Services and shall be the responsibility of SR. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

**2. ELECTRONIC SIGNATURES**

This Schedule, including any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

Agreed to by:

**NATIONAL BANK OF SLOVAKIA**

Company Name

Agreed to by:

**BLOOMBERG FINANCE L.P.**

By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

2025-02-05

Date

Signature of Authorized Signatory

2025-02-05

Date

The following are trademarks and service marks of Bloomberg Finance L.P., a Delaware limited partnership, or its subsidiaries: BLOOMBERG, BLOOMBERG ANYWHERE, BLOOMBERG MARKETS, BLOOMBERG NEWS, BLOOMBERG PROFESSIONAL, BLOOMBERG TERMINAL and BLOOMBERG.COM. Absence of any trademark or service mark from this list does not waive Bloomberg's intellectual property rights in that name, mark or logo. All rights reserved. 600080980.15

**BLOOMBERG ORDER MANAGEMENT SYSTEM ADDENDUM**

ACCOUNT: 263940  
ORDER: 27519806

This Addendum (the "Addendum") to Bloomberg Agreement No. 97632 (the "Bloomberg Agreement") is between **BLOOMBERG FINANCE L.P.** ("Bloomberg") and NATIONAL BANK OF SLOVAKIA ("User"). This Addendum amends and supplements the Bloomberg Agreement with respect to the Additional Services (as defined below).

**Background**

- A.** Bloomberg and User are parties to the Bloomberg Agreement governing use of the BLOOMBERG TERMINAL® service.
- B.** The "Additional Services" shall consist of (i) access, via the BLOOMBERG TERMINAL service, to Bloomberg's Order Management System(s) (the "Trading System(s)") as set forth in the Bloomberg Order Management System Schedule(s) of Services hereto, which are incorporated herein by reference and form part of this Addendum (as they may be amended from time to time, each a "Schedule") and data displayed therein, (ii) certain data licensed under this Addendum by Bloomberg and/or its affiliates for delivery through the Trading Systems' delivery mechanisms(s) made available from time to time (the "Bloomberg Trading System Data"), which "Bloomberg Trading System Data" does not include data provided by Bloomberg and/or its affiliates through other means, including without limitation data provided through the BLOOMBERG TERMINAL service, the Desktop API, Server API, Data License and B-Pipe services (collectively, "Bloomberg Data Services") and (iii) all other services, software, materials, data and equipment provided in connection with this Addendum, including without limitation the Materials (as defined below).
- C.** Capitalized terms that are used but not defined herein shall have the meanings stated in the Bloomberg Agreement.

**Terms and Conditions**

**1. Provision of Additional Services.**

- (a) The Bloomberg Agreement shall apply to the Additional Services and the term "Services" in the Bloomberg Agreement shall include the Additional Services. If there are any inconsistencies between this Addendum and the Bloomberg Agreement with respect to the Additional Services, this Addendum shall apply.
- (b) User shall only use software approved by Bloomberg to transfer or transmit the Bloomberg Trading System Data from a Trading System to User's systems. User shall ensure that: (i) only duly authorized employees of User access and/or use the Additional Services, provided that User may enable third-party users to access a Trading System via the BLOOMBERG TERMINAL service ("Third-Party Users"), in the case of each such employees and Third-Party Users, who satisfy the requirements set forth in paragraph 2(d) hereof; and (ii) each Third-Party User only views, edits and updates positions on the Trading System(s) and does not process orders or trade via any Trading System. User acknowledges and agrees that the trade data, positions, portfolios and other information associated with, entered into or stored in connection with a Trading System may be accessible to such Third-Party Users. Neither Bloomberg nor its affiliates shall have any responsibility or liability for the execution, clearance or settlement of transactions effected by User or any liability for acts or omissions of User's counterparties or agents of such counterparties or liability for or arising out of any such transaction, whether or not executed, cleared or settled.
- (c) Each time User enters an order, effects a transaction or otherwise uses the Additional Services, User shall be deemed to represent, warrant and covenant to Bloomberg and its affiliates that: (i) it has all requisite rights, consents, authorizations and regulatory and legal authority and capacity to (A) enter into and be bound by this Addendum, (B) use the Additional Services and (C) complete any transaction resulting therefrom; (ii) all orders, transactions, enablements, trading and use of the Additional Services complies and shall comply with all applicable laws, rules and regulations, including but not limited to U.S. and non-U.S. national and local securities and financial services laws and laws relating to the trading of commodity interests and the rules and regulations thereunder and all applicable rules of a securities or listed derivatives exchange, self-regulatory organization or similar organization; (iii) if User executes orders on behalf of other persons in the United States, it (A) is registered with the U.S. Securities and Exchange Commission (the "SEC") as a broker-dealer and is a member of the Financial Industry Regulatory Authority, Inc., (B) will comply at all times with the exemption from such registration provided by Rule 15a-6 under the U.S. Securities Exchange Act of 1934 or (C) is otherwise exempted or excepted from such registration; (iv) User understands that the laws of many jurisdictions require non-resident firms to obtain licenses as financial services providers before soliciting transactions from entities located in such jurisdictions; (v) User has obtained all requisite regulatory and legal authority, permission and licenses in the jurisdictions in which any persons on whose behalf it executes orders using the Additional Services are located; (vi) if User uses the Additional Services to enter into a swap or foreign exchange transaction, User is an "eligible contract participant" ("ECP") as defined in the U.S. Commodity Exchange Act and U.S. Commodity Futures Trading Commission regulations and, if applicable, satisfies ECP conditions for foreign exchange transactions; and (vii) User is a sophisticated market participant that is knowledgeable about the securities and interests (including commodity spot, forward or swap transactions and any other commodity interests) traded or processed by use of the Additional Services and understands and is fully capable of independently evaluating the merits, nature and risks of any use of the Additional Services in connection with effecting transactions.

- (d) Bloomberg shall use commercially reasonable efforts to keep confidential the positions of User and User's customers in securities and other interests that User maintains on the Trading System(s) (but not Bloomberg Trading System Data or data provided through Bloomberg Data Services which may be contained in the Trading Systems), provided that this obligation shall not apply to any position that (i) is provided in connection with another service, function or product or agreement between the parties, (ii) User or its affiliates or its or their users generally make available on the BLOOMBERG TERMINAL service or related services or provide to other users of such services in a manner not restricted for viewing only by certain specified recipients, (iii) becomes generally known or available to the public or is disclosed without restriction in published materials, (iv) is known to Bloomberg or its affiliates at the time of disclosure by User, (v) is independently developed by Bloomberg or its affiliates without reference to such information, (vi) Bloomberg or its affiliates obtain from a third party or a source other than User's Trading System(s) which is not known to Bloomberg or its affiliates to be subject to confidentiality or (vii) Bloomberg or its affiliates disclose to comply with any applicable law, rule or regulation, or in response to a subpoena, court order, government request or other legal or administrative process.
- (e) If Bloomberg or its affiliates provide any Materials to User in connection with the Additional Services, User may use such Materials only (i) for its internal business purposes and (ii) internally to develop, modify or test User-Developed Applications (as defined below). User shall not (a) incorporate the Materials or any part thereof into User-Developed Applications or (b) use the Materials in any manner that would, in the case of each of (a) and (b), cause the Materials to become subject to any "open source license" (i.e., a license that creates or purports to create obligations that other software incorporated into, derived from or distributed with the licensed materials be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, or (C) redistributable at no charge). User may use User-Developed Applications only for User's internal business use in accordance with this Addendum. User may not under any circumstances distribute, disclose, transfer or otherwise make available the Materials, any User-Developed Applications or any part thereof, to any third party. Except as expressly permitted in this Addendum, User may not copy, adapt, modify, translate, recompile, decompile, disassemble, reverse engineer, rent, lease, loan, resell or network the Materials or any part thereof or make or distribute, any other form of, or any derivative work created therefrom. "Materials" shall mean any development and other materials that Bloomberg may make available to User from time to time, which may include without limitation: (1) development templates and tools including the files, software, documentation and/or other materials that provide User with the tools to develop, modify, enhance and/or upgrade User-Developed Applications; (2) any other applications, software, files, materials, documentation or other items made available for development purposes or otherwise in connection with the Additional Services; and (3) simulations software. "User-Developed Applications" shall mean applications developed or modified by or on behalf of User that (x) are derived from, contain elements of, or use intellectual property contained in, the Materials or (y) accept the Bloomberg Trading System Data as inputs. If User desires to obtain a limited functionality subscription to the BLOOMBERG TERMINAL service with limited access to data for development and internal monitoring purposes, User must enter into an appropriate agreement with Bloomberg to obtain such development subscription. If User desires to distribute User-Developed Applications to any third party, User must enter into an appropriate third-party developer license with Bloomberg that permits such distribution. If User desires to have a third party develop software or applications on User's behalf, User must ensure that such third party has entered into an appropriate third-party developer license with Bloomberg to obtain the Materials and to authorize such third party to perform such development on User's behalf.
- (f) User acknowledges and agrees that Bloomberg may delegate certain of its responsibilities, obligations and duties under or in connection with this Addendum to a third party or an affiliate of Bloomberg, which may discharge those responsibilities, obligations and duties on behalf of Bloomberg.

## 2. Requirements, Payment for Additional Services.

- (a) User shall pay Bloomberg upon presentation of an invoice all applicable amounts for the Additional Services including without limitation (i) the amount indicated on the Schedule(s) for the Additional Services, (ii) the fees for Operations Access (as defined below) to the Additional Services, (iii) any levies or fees imposed by exchanges or other information services or sources for access to and/or use of data and/or information provided by such services or sources that is included in and/or accessed through the Additional Services (such data and information, collectively, the "Additional Data" and, such levies or fees, as may be changed from time to time, "Additional Data Fees"), (iv) any levies or fees imposed by trading venues or other third parties for access to a trading venue in connection with the Additional Services (as such levies and fees may be changed from time to time) and (v) any applicable taxes, assessments, fees or penalties in respect of the Additional Services. Bloomberg may charge additional fees for certain data fields made available in connection with User's Trading Systems and, if User desires to download and/or use such data fields, User acknowledges and agrees that it may be required to sign additional documentation and shall pay the additional fees specified by Bloomberg from time to time.
- (b) In addition to the fees and charges described in paragraph 2(a) of this Addendum, User shall be responsible for and shall pay for all costs of cabling, communications (including, without limitation, network access, bandwidth and circuit costs), electrical and common carrier equipment installation charges incurred in connection with the Additional Services. User shall obtain all necessary authorizations from providers of Additional Data and shall pay for the Additional Data that User receives through the Additional Services, whether billed by Bloomberg or directly by the providers of Additional Data. User agrees that Additional Data Fees may be charged on the basis of each device, user, application or other factor (as set by such providers of Additional Data) that accesses, is enabled to access, enables access to, or uses the Additional Data and that the basis of charging and amount of the Additional Data Fees may change from time to time.
- (c) If User terminates this Addendum and/or a Schedule pursuant to paragraph 5(d) of this Addendum, or if Bloomberg terminates this Addendum, a Schedule and/or all or part of the Additional Services pursuant to paragraph 5(b) of this Addendum, without limiting any other rights of Bloomberg, User shall be liable for all amounts payable for the terminated Additional Services through the date of termination plus a termination charge in an amount equal to 50% of the charges

calculated in accordance with this Addendum and the Schedule(s) for such terminated Additional Services for the balance of the applicable Schedule Term(s) (as defined below) (or applicable renewal(s) thereof). Upon any termination of this Addendum, a Schedule and/or all or part of the Additional Services, User shall be responsible for any termination charges imposed by the providers of Additional Data.

- (d) Except as expressly permitted herein User shall ensure that each (i) employee of User and (ii) Third-Party User with access to the Trading System has his or her own Bloomberg Anywhere subscription to the BLOOMBERG TERMINAL service. User shall not permit any subscription to the BLOOMBERG TERMINAL service to be shared, switched or replicated between two or more persons or to be used to access any Additional Services simultaneously from two or more devices, computers, workstations or locations. Notwithstanding the first sentence of this paragraph 2(d), User may provide access to a Trading System to (x) a back office employee of User or (y) an assistant to a person who commits capital on behalf of User, in each case who does not have his or her own subscription to the BLOOMBERG TERMINAL service (each such access granted to a back office employee or assistant, an "Operations Access"); provided, however, that (A) Bloomberg may limit the functionality of each Operations Access, (B) each Operations Access shall be assigned to a single back office employee of User or a single assistant to a person who commits capital on behalf of User, in each case approved by Bloomberg, (C) User shall ensure that only the back office employee or assistant approved to use a particular Operations Access shall use such Operations Access, (D) the back office employee or assistant using the Operations Access shall not, and User shall ensure that the back office employee or assistant using the Operations Access does not, commit capital on behalf of User and (E) User pays Bloomberg the then-current fee for each Operations Access.

### **3. Restrictions on Use of Bloomberg Trading System Data.**

- (a) User agrees to use the Bloomberg Trading System Data and Bloomberg Trading System Resultant Data (as defined below) solely for its internal use and benefit and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity, except that User may, as part of and in the ordinary course of its business, use and disseminate a Limited Amount (as defined below) of Bloomberg Trading System Data and Bloomberg Trading System Resultant Data in published reports, whether in print or electronic form, to support the primary business of User in (i) providing research for internal use or to its customers or (ii) making trade proposals (together, "Reports"); provided, however, that User may not use or disseminate Bloomberg Trading System Data or Bloomberg Trading System Resultant Data in any manner that could, in Bloomberg's sole good faith judgment, affect Bloomberg's ability to license Bloomberg Trading System Data or cause the information so used or disseminated to be a source of or substitute for data otherwise available from Bloomberg or its affiliates. In addition, such Reports shall not be part of an automated process of generating reports and such Reports shall not include any Bloomberg Trading System Data or Bloomberg Trading System Resultant Data in a streaming format. "Bloomberg Trading System Resultant Data" shall mean data that is derived from the Bloomberg Trading System Data or that results from User's use of the Bloomberg Trading System Data to carry out calculations, provided that the Bloomberg Trading System Data contained in the Bloomberg Trading System Resultant Data does not, in Bloomberg's sole judgment, remain identifiable and may not be readily extracted. A "Limited Amount" of Bloomberg Trading System Data and Bloomberg Trading System Resultant Data shall mean a limited amount or type of Bloomberg Trading System Data or Bloomberg Trading System Resultant Data that, evaluated quantitatively and/or qualitatively, in Bloomberg's sole judgment, does not affect Bloomberg's or its affiliates' ability to exploit the Bloomberg Trading System Data or the ability of any source of any part of such Bloomberg Trading System Data to exploit such part of the Bloomberg Trading System Data or in each case to realize revenue in connection therewith. In no event will User permit the Bloomberg Trading System Data or Bloomberg Trading System Resultant Data to be used in any way not specifically authorized by Bloomberg or distributed, published, copied, broadcasted, reproduced, ported, accessed, used or otherwise routed to any party or person in any way not expressly authorized herein.
- (b) Notwithstanding anything to the contrary in this Addendum, User agrees to comply with all restrictions and requirements regarding use, display, distribution or as otherwise required by providers of Additional Data, including without limitation any restrictions and requirements set forth on or available as a link from the <EIS> page accessible to User. User agrees that, among other requirements imposed by providers of Additional Data, User may be required to:
- (i) enter into a separate agreement with, receive authorizations and/or approvals from, and/or pay certain fees to, a provider of Additional Data to:
- (A) receive access to such Additional Data from Bloomberg;
- (B) use such Additional Data in applications; and/or
- (C) create and/or distribute Bloomberg Trading System Resultant Data using the Additional Data; and/or
- (ii) provide Bloomberg and/or a provider of Additional Data with reports on User's use of such Additional Data.
- If requested by providers of Additional Data, Bloomberg or its affiliates may provide such Additional Data providers with information regarding User and its use of such Additional Data and Bloomberg Trading System Resultant Data created from or using Additional Data. User agrees that (x) providers of Additional Data may choose at any time to inhibit or prohibit their information from being accessed via the Additional Services and (y) Bloomberg may modify the amount and type of the Bloomberg Trading System Data that it makes available via the Additional Services from time to time in its sole discretion.
- (c) Notwithstanding anything to the contrary in this Addendum except the next sentence, User may not use, transfer, distribute or dispose of the Additional Services, Bloomberg Trading System Data, Bloomberg Trading System Resultant Data or, in each case, any portion thereof in any manner that does or could compete with any business, product or service of Bloomberg or Bloomberg's affiliates. Notwithstanding the previous sentence, if User's use, transfer, distribution or disposition of the Additional Services, Bloomberg Trading System Data or Bloomberg Trading System Resultant Data or, in each case, any portion thereof, violates the prohibitions on competition in the previous sentence (or Bloomberg believes in good faith that the prohibition on competition has been violated) and such violation arises solely because Bloomberg (or its affiliates) has

entered a business (i) in which Bloomberg and its affiliates were not engaged on the initial date of this Addendum and (ii) in which User was engaged on the initial date of this Addendum, then for the remainder of the then-current term of the Schedule (not including renewals) under which Bloomberg provides the items so used, subject to the other restrictions on use applicable thereto, such use shall not be deemed to be a competing use for the purpose of this paragraph.

- (d) The parties expressly agree that the rights granted to User under this Addendum do not include the right to store all or any part of the Bloomberg Trading System Data or Bloomberg Trading System Resultant Data in databases for access by any other party or to distribute any database services containing all or part of such Bloomberg Trading System Data or Bloomberg Trading System Resultant Data. Notwithstanding the prior sentence, User may, for its internal use only, store the Bloomberg Trading System Data and Bloomberg Trading System Resultant Data for the duration of the Schedule Term of the applicable Schedule. User may not use, and may not permit or otherwise facilitate any third party use of, any Bloomberg Trading System Data or Bloomberg Trading System Resultant Data in any way to improve the quality of data (including any data validation or verification) provided in any manner by User, an affiliate of User or any other party to any third party.
- (e) All third-party contributed data included in the Additional Services shall be identified by the name of the third party or as otherwise required from time to time by such contributor and any data included in the Additional Services contributed directly by Bloomberg and/or its affiliates shall be identified as Bloomberg data. All Additional Data shall be displayed by User in accordance with the rules of the relevant provider of Additional Data.
- (f) Upon termination of a Schedule for any reason whatsoever, with respect to the Additional Services provided under such Schedule, User shall immediately cease use of, and promptly delete or purge, any and all Bloomberg Trading System Data, Bloomberg Trading System Resultant Data, Materials and User-Developed Applications, including any copies of the foregoing, from any System(s) (as defined below) User used with the Bloomberg Trading System Data, Bloomberg Trading System Resultant Data, Materials and User-Developed Applications; provided, however, that User need not cease using, purge or delete any User-Developed Applications that are modified so that they do not accept Bloomberg Trading System Data as inputs and are not derived from, contain elements of, or use intellectual property contained in, the Materials. User shall provide Bloomberg with evidence satisfactory to Bloomberg of all such deletions, purges and cessation of use. At any time thereafter, if User finds any Bloomberg Trading System Data, Bloomberg Trading System Resultant Data, Materials or User-Developed Applications on any of its Systems that was not deleted or purged, User shall at that time promptly delete or purge such Bloomberg Trading System Data, Bloomberg Trading System Resultant Data, Materials and User-Developed Applications. Notwithstanding anything to the contrary set forth in this paragraph, upon termination of this Addendum:
  - (i) User shall not be required to delete or purge Reports containing Bloomberg Trading System Data or Bloomberg Trading System Resultant Data that were generated in compliance with paragraph 3(a) hereof before the termination of this Addendum and
  - (ii) User may store or archive Bloomberg Trading System Data and Bloomberg Trading System Resultant Data only as necessary to comply with internal audit and regulatory requirements; provided in each case that User does not otherwise use any Bloomberg Trading System Data or Bloomberg Trading System Resultant Data. "System" shall include without limitation any software, hardware or other electronic equipment or services used by User to receive, store, analyze, manipulate or process the Bloomberg Trading System Data, Bloomberg Trading System Resultant Data, Materials and User-Developed Applications.
- (g) User's and/or its affiliates' use of data and/or information provided by Bloomberg and/or its affiliates pursuant to an agreement for the Bloomberg Data Services shall be governed by the applicable agreement or addendum pursuant to which such data and/or information is licensed and not this Addendum.

#### **4. Limitation of Liability; Disclaimer of Warranties.**

**BLOOMBERG AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ADDITIONAL SERVICES, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLOOMBERG AND ITS AFFILIATES SHALL HAVE NO LIABILITY ARISING IN CONNECTION WITH THIS ADDENDUM, THE ADDITIONAL SERVICES AND/OR USE OF THE ADDITIONAL SERVICES.** In any event, to the extent permitted by law, the maximum liability of Bloomberg and its affiliates under the Bloomberg Agreement, this Addendum or otherwise for all losses arising in connection with this Addendum and/or the Additional Services (whether caused by negligence or otherwise) shall in the aggregate be limited to the fees paid by User under the applicable Schedule for the Additional Services pertaining to such damages during the six months immediately preceding the alleged injury or damage, and this shall be User's exclusive remedy. Any liability of Bloomberg or its affiliates under the Bloomberg Agreement, this Addendum or otherwise arising in connection with this Addendum and/or from the Additional Services shall reduce the amount of Bloomberg's maximum liability under the Bloomberg Agreement. No action, regardless of form, arising out of or pertaining to this Addendum and/or the Additional Services may be brought by User more than one year after the cause of action has accrued. This Addendum shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law. User shall indemnify and hold harmless Bloomberg and its affiliates against any loss, claim or expense (including reasonable attorneys' fees) suffered by Bloomberg as a result of a breach of this Addendum by User or use of the Additional Services.

#### **5. Term and Termination.**

- (a) This Addendum shall be effective from the date it is accepted by Bloomberg. Each Schedule shall be effective from the date it is accepted by Bloomberg (the "Schedule Effective Date") and shall remain in full force and effect until the date that is two years from the billing period start date on the first invoice issued thereunder (the "Schedule Term"), unless earlier terminated during the Schedule Term or any renewal thereof in accordance with this Addendum or the applicable Schedule. Each Schedule Term shall be automatically renewed for successive two-year periods unless either party elects not to renew by giving the other party not less than 90 days' prior written notice. If any Schedule is so renewed for any additional period(s) beyond the initial Schedule Term, the charges payable thereunder for such renewal period(s) shall be calculated at the

prevailing rates then offered by Bloomberg for the Additional Services and the renewing Schedule shall be considered to be amended accordingly.

- (b) Without limiting any other rights of Bloomberg, Bloomberg shall have the right to terminate this Addendum and/or any Schedule and/or suspend use of any portion or all of the Additional Services at any time immediately on notice to User upon User's breach of this Addendum, the Bloomberg Agreement or a Schedule.
- (c) This Addendum shall terminate upon the termination of the Bloomberg Agreement but the termination of this Addendum shall not itself terminate the Bloomberg Agreement. The Schedule(s) shall terminate upon the termination of this Addendum, but the termination of any or all Schedules shall not itself terminate this Addendum. In the event all Schedules have been terminated, either party may terminate this Addendum upon notice to the other party.
- (d) User shall have the right to terminate this Addendum or any Schedule at any time upon not less than 60 days' prior written notice to Bloomberg and upon payment of the charges set forth in paragraph 2(c).
- (e) Paragraphs 1(a), 1(b), 1(d), 1(f), 2(c), 3(f), 3(g), 4, 5(e), 6(c), 7 and 8 shall survive the termination of this Addendum.

#### **6. Additional Rights of Bloomberg.**

- (a) Bloomberg may make changes, enhancements and upgrades to the Additional Services, including without limitation any technical specifications of any aspect thereof, and related software, materials, guidelines and services from time to time as it deems necessary or desirable. User shall comply with and take all reasonable steps to maintain compatibility of the Additional Services following all such changes, enhancements or upgrades within a reasonable period of time. Bloomberg
  - (i) may delete any data provided by Bloomberg and/or its affiliates displayed on the Trading Systems or included in Bloomberg Trading System Data at any time it considers, in its sole good faith judgment, that such data is out of date, (ii) shall determine in its sole discretion (subject to change at any time) the type and quantity of Bloomberg Trading System Data provided pursuant to this Addendum and/or (iii) may interrupt or suspend at any time the display of any data on, or the provision of any data in connection with the Trading System(s) (including Bloomberg Trading System Data), or the offer or sale of any security in connection with the Trading System(s) if it determines, in its sole good faith judgment, that there is a reasonable likelihood such display or provision of data, or offer or sale of a security would violate an applicable law, rule or regulation or a third party's rights. Bloomberg may adjust any Bloomberg mechanism to disable User's electronic requests or to cease providing data to User to protect the integrity of Bloomberg's network where its operation might be affected by such provision of data.
- (b) User shall provide reasonable assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable Bloomberg to provide the Additional Services. User acknowledges that Bloomberg's ability to provide the Additional Services may be adversely affected if User does not provide such assistance. User shall comply with the minimum hardware requirements specified by Bloomberg from time to time.
- (c) User shall allow Bloomberg access to User's premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purpose of installation, inspection, maintenance, repair, relocation and removal of the Additional Services. Bloomberg and its affiliates shall have the right at any time to monitor, either physically or electronically, User's use of the Additional Services. Providers of Additional Data may monitor, either physically or electronically, User's use of applicable Additional Data. User shall allow Bloomberg, its affiliates and providers of Additional Data access to any of User's premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purposes of such monitoring. Upon the request of Bloomberg, an affiliate of Bloomberg or a provider of Additional Data, User shall make a management employee available to assist with such monitoring. In addition, from time to time upon Bloomberg's request, User shall demonstrate to Bloomberg's reasonable satisfaction that User is in full compliance with this Addendum. Upon Bloomberg's request, User shall once a year and at the end of each Schedule Term provide to Bloomberg a certificate signed by User's external or internal auditors or such other authorized person acceptable to Bloomberg confirming that User is in compliance with this Addendum. If User is using the Additional Services in a manner not specifically authorized by this Addendum or User cannot demonstrate its compliance with this Addendum to Bloomberg's reasonable satisfaction, Bloomberg shall have the right to terminate or suspend this Addendum, any Schedule and/or any portion of the Additional Services immediately on notice to User and to pursue any and all remedies in respect of such breach.
- (d) The Additional Services were developed, compiled, prepared, revised, selected and arranged by Bloomberg and others (including certain third-party information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, creativity, effort and money and constitute valuable intellectual property and trade secrets of Bloomberg and such others. As between Bloomberg and User, title to copyrights and other intellectual property rights in the intellectual property and all other embodiments of the Additional Services shall at all times be and remain vested in Bloomberg and User shall not gain any rights to the same. If User is deemed to have any rights to any part of the Additional Services it hereby irrevocably assigns to Bloomberg and its affiliates all right, title and interest in and to the same and agrees to execute any and all documents deemed appropriate by Bloomberg or its affiliates to effect a complete transfer of ownership of all rights worldwide. Bloomberg provides the Additional Services as an independent contractor, not as an employee of User. Nothing in this Addendum is intended to construe the existence of a partnership, joint venture, or agency relationship between User and Bloomberg.

#### **7. Parties.**

User recognizes that (i) Bloomberg, (ii) its affiliates, (iii) the respective partners, suppliers, data contributors, licensors, successors and assigns of Bloomberg and its affiliates, (iv) the respective affiliates and agents of the foregoing entities covered in subparagraph (iii) and (v) the respective officers, directors, employees, representatives, subcontractors, agents and equipment vendors of Bloomberg and its affiliates (collectively the entities set forth in (i)-(v), the "Covered Entities"), each have rights with respect to the Additional Services, including the software, data, information and other items provided by Bloomberg and its



affiliates by reason of User's use of the Additional Services. All representations and warranties made by User, and obligations of User, pursuant to this Addendum and all indemnities by User and limitations of Bloomberg's warranties and liability pursuant to this Addendum shall inure also to the benefit of the Covered Entities and the respective successors and assigns of the Covered Entities. This Addendum may be varied or terminated without the consent of any third-party beneficiary.

8. **Modifications or Waivers; Inquiries.**

The Bloomberg Agreement, this Addendum, together with the Schedule(s), is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Addendum or the Schedules shall be binding unless in writing and executed by the parties. This Addendum, including any Schedules thereto, and any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail, or other electronic means, including via a website designated by Bloomberg by completing the procedures specified on that website. Any such electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. User agrees that it has the ability to store the information delivered to User electronically such that it remains accessible to User in an unchanged form. For inquiries, please contact Bloomberg L.P., operating agent of Bloomberg Finance L.P., at 731 Lexington Avenue, New York, NY 10022, via Telephone: (212) 318-2000 or via the Customer Service Center: <https://service.bloomberg.com>; or any successor operating agent or other party as specified by Bloomberg Finance L.P. from time to time.

Agreed to by:  
**NATIONAL BANK OF SLOVAKIA**  
Company Name

Agreed to by:  
**BLOOMBERG FINANCE L.P.**  
By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

2025-02-05  
Date

Signature of Authorized Signatory

2025-02-05  
Date

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**BLOOMBERG ORDER MANAGEMENT SYSTEM SCHEDULE OF SERVICES**

**BLOOMBERG:** BLOOMBERG FINANCE L.P.  
**USER:** NATIONAL BANK OF SLOVAKIA  
**DEPARTMENT:** FX RESERVES MGM

**ORDER DATE:** 22-Dec-2024

**ACCOUNT:** 263940  
**ORDER:** 27519806

**EQUIPMENT ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia  
**USER CONTACT:**

**BILLING ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia  
**BILLING CONTACT:**

Bloomberg and User are parties to a BLOOMBERG AGREEMENT, Number 97632 (the "Agreement") and the Bloomberg Order Management System Addendum thereto ("OMS Addendum"), which sets forth the terms and conditions under which Bloomberg provides to User the Additional Services described therein. Capitalized terms that are used but not defined herein have the meanings stated in the OMS Addendum.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	ONE TIME CHARGES
Total			
PO#			

**TERMS AND CONDITIONS**

**1. INSTALLATION OF ADDITIONAL SERVICES**

Pursuant to the OMS Addendum, User has requested Bloomberg to provide the Additional Services at the address noted above.

**2. TERMS & CHARGES**

- The Schedule Term is as set forth in the OMS Addendum, provided that, unless terminated earlier on the terms set out in the OMS Addendum, the renewal date of the initial Schedule Term of this Schedule will be two years after the billing period start date on the first invoice issued hereunder. User shall pay Bloomberg (i) the fees indicated above (collectively, the "Fee") for the Additional Services and (ii) any applicable fees for each Operations Access. The Fee commences the day this Schedule is accepted by Bloomberg and shall be invoiced quarterly in advance. All amounts displayed on this Schedule are in U.S. dollars.. To the extent permitted by law, Bloomberg may send and User agrees to receive invoices via electronic mail. As part of the billing process, User agrees to comply with Bloomberg's standard procedures for tax allocation that Bloomberg may implement from time to time, and if User fails to comply with such procedures, User agrees that Bloomberg is entitled to allocate invoices based on the limited information that may be available to Bloomberg relating to the jurisdiction(s) where the Additional Services may be used. Any Fee increases of which User is notified in accordance with the OMS Addendum shall take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee.
- All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Additional Services will automatically be charged at Bloomberg's prevailing rates and User will be invoiced accordingly. If local dedicated circuits for network access are provided by Bloomberg to User, the charges for such dedicated local circuits are not guaranteed for the Term of the OMS Addendum. Increases and/or discounts to such charges may be made on ninety (90) days' advance written notice and User relocations may result in immediate price adjustments for such local circuits. User may terminate dedicated circuits for network access upon ninety (90) days' advance written notice, provided that User has installed a replacement approved by Bloomberg.

- (c) The charges payable hereunder do not include fees for exchange and third-party information services or applicable taxes. All applicable taxes, including, without limitation, sales tax and VAT, GST and similar taxes, shall be in addition to the charges for the Additional Services and shall be the responsibility of User. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the OMS Addendum.
- (d) Bloomberg may charge additional fees for certain data fields made available in User's Trading System(s) and, if User desires to download and/or use such data fields, User acknowledges and agrees that it may be required to sign additional documentation and shall pay the additional fees specified by Bloomberg from time to time.
- (e) By written notice to User, Bloomberg may amend the OMS Addendum (i) to comply with applicable law, (ii) for regulatory reasons, (iii) to add or modify the parties to the OMS Addendum, or (iv) to provide additional services, and User's use of the Additional Services after such notice shall be deemed User's acceptance of the amendment.

### 3. USER'S OBLIGATIONS

- (a) User agrees that it shall be responsible for obtaining any licenses required by a third party in connection with the Additional Services.
- (b) User represents, warrants and covenants to Bloomberg and its affiliates and shall be deemed to represent, warrant and covenant to Bloomberg and its affiliates each time User uses the Additional Services, that (i) User has all requisite right, power and authority and has obtained all requisite permission, licenses and consents, and it is not a breach of any agreement to which User is a party, for User to (x) provide or upload User Data (as defined below) and (y) make User Data available to and/or enable third parties, employees or any other person to receive, access, retrieve and/or use User Data, (ii) the User Data does not contain data or information provided by Bloomberg or an affiliate of Bloomberg and (iii) the User Data does not and shall not infringe upon any intellectual property or other proprietary right of any third party. "User Data" shall mean any data or information provided or uploaded by or on behalf of User to Bloomberg and/or Bloomberg's affiliates in connection with the Trading System.

### 4. EXCLUDED JURISDICTIONS, ECONOMIC SANCTIONS AND EXPORT CONTROLS

- (a) General. Notwithstanding any other provision of this Schedule, Bloomberg does not represent that the Additional Services or anything created using the Additional Services are appropriate or available for use in any particular location or for any or all purposes.
- (b) Jurisdictions Excluded Due to Reputational, Operational and Other Considerations. User represents, warrants and covenants to Bloomberg and its affiliates that none of User or any person who acts on behalf of or at the direction of User shall use (or enable others to use) the Services or anything created using the Services in connection with activities: (i) relating to nuclear, chemical or biological weapons proliferation, terrorism, corruption, undermining of democratic rights and government, money laundering, tax evasion or human rights violations, or other similarly egregious activities; or (ii) in, or for the benefit of, Syria, Cuba, North Korea, Iran or the non-Ukrainian government controlled areas within the sovereign territory of Ukraine (including without limitation, Crimea) (each, an "Excluded Jurisdiction").
- (c) Economic Sanctions and Export Controls. Notwithstanding any other provision of this Schedule, Bloomberg does not represent that the Additional Services or anything created using the Additional Services are appropriate or available for use in any particular location or for any or all purposes. User represents, warrants and covenants to Bloomberg and its affiliates that none of User or any person who acts on behalf of or at the direction of User shall use (or enable others to use) the Services or anything created using the Services in connection with activity: (i) in, or for the benefit of, any country or region with respect to which the United Nations, United States, European Union and/or United Kingdom (the "Sanctioning Authorities") maintains sanctions prohibiting all or substantially all shipment or provision of services, goods, technology or software (a "Sanctioned Jurisdiction"); (ii) to, or for the benefit of, the government of an Excluded Jurisdiction or a Sanctioned Jurisdiction or a person located in or normally resident of an Excluded Jurisdiction or a Sanctioned Jurisdiction; (iii) involving or benefiting a government or person whose assets a Sanctioning Authority has blocked or to which a Sanctioning Authority restricts the shipment or provision of services, goods, technology or software (a "Prohibited Party"); (iv) to the extent applicable, for the purpose of transacting in, providing financing for, or otherwise dealing in prohibited equity or debt of, or extending credit to, persons identified by (or owned or controlled, whether individually or in aggregate, by persons identified by) any Sanctioning Authority as being subject to sanctions prohibiting such activities; or (v) for any purpose that would be prohibited under the economic sanctions of any Sanctioning Authority.
- (d) Each time User receives or uses the Additional Services or anything created using the Additional Services, User shall be deemed to represent and warrant to Bloomberg and its affiliates that none of User or any person who acts on behalf of or at the direction of User or any person on whose behalf User is acting, is: (i) located in, normally a resident of, or the government of, any Excluded Jurisdiction or Sanctioned Jurisdiction; or (ii) a Prohibited Party.

### 5. TEST ORDER MANAGEMENT SYSTEM (if applicable)

- (a) User may elect to receive access via the BLOOMBERG TERMINAL service to a test version of the Trading System(s) indicated above and certain data contained in the BLOOMBERG TERMINAL service that directly relate to the positions of User in securities and other interests maintained by User on such Trading System(s) (collectively, the "Test Additional Services"). User shall not allow any person to use the Test Additional Services other than duly authorized employees of the User. The Test Additional Services shall be used for internal testing purposes only and User shall not, and shall not permit any person to, route orders or trade via the Test Additional Services or any test Trading System.
- (b) If User receives access to the Test Additional Services, (i) the Agreement shall apply to the Test Additional Services and the term "Services" in the Agreement shall include the Test Additional Services and (ii) the OMS Addendum shall apply to the Test Additional Services and the term "Additional Services" in the OMS Addendum shall include the Test Additional Services.

## 6. ELECTRONIC SIGNATURES

This Schedule, including any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail or other electronic means, including via a website designated by Bloomberg by completing the procedures specified on that website. Any such electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. User agrees that it has the ability to store the information delivered to User electronically such that it remains accessible to User in an unchanged form.

Agreed to by:

**NATIONAL BANK OF SLOVAKIA**

Company Name

Agreed to by:

**BLOOMBERG FINANCE L.P.**

By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

2025-02-05

Date

Signature of Authorized Signatory

2025-02-05

Date

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**AIM FEE EXHIBIT TO  
BLOOMBERG ORDER MANAGEMENT SYSTEM SCHEDULE OF SERVICES**

Complexity Driver Caps			
Weighted Instruments	Portfolios	Online Block Trades	Offline Trades

Locations*

\*If at any time the Additional Services are accessed and/or used in connection with more Location(s) (as defined below) than included with User's then-current AIM and then-current subscription(s) for additional Location(s) (if any), then Bloomberg shall have the right to commence charging User for the additional Location subscription(s) applicable to such access and/or use at an annual rate of \$54,800 for each such Location beginning as of the date of such access and/or use.

**Determination Dates.** On each Determination Date (as defined below) Bloomberg shall determine the measurements (via the mechanism(s) utilized by Bloomberg from time to time) for Weighted Instruments (as defined below), Portfolios (as defined below), Online Block Trades (as defined below) and Offline Trades (as defined below) (each, a "Complexity Driver" and, collectively, "Complexity Drivers"). The Additional Services provided under this Schedule include use in connection with the number of Weighted Instruments, Portfolios, Online Block Trades and Offline Trades set forth in this Fee Exhibit. If on a Determination Date the measurements for one or more Complexity Driver(s) exceed the applicable Cap(s) set forth herein, Bloomberg shall have the right to commence charging User its then-prevailing rates with respect to such measurements beginning (x) immediately as of the first Determination Date, (y) as of the First Renewal Date (as defined below) with respect to the second Determination Date and (z) as of the billing period start date covered by the second invoice issued after such Determination Date with respect to each subsequent Determination Date (unless in the case of (y) and (z) such Determination Date is within 12 months of a Material Change (as defined below), in which case such charging may commence immediately as of such Determination Date), and, in each case, this Schedule and User's subscription(s) (including without limitation the related caps and included Locations) shall be deemed to be amended accordingly.

**Material Changes.** A "Material Change" is (in each case, as determined by Bloomberg in its sole discretion) any access to and/or use of the Additional Services in connection with any new desk, division, business line, acquisition, merger or access and/or use by any entity other than User. User shall provide Bloomberg prior written notice of each (I) Material Change (which Material Change remains subject to Bloomberg's consent and execution of any additional agreement(s) required by Bloomberg) and/or (II) change in the Location(s) in connection with which the Additional Services are accessed and/or used. Each such notice related to (I) shall include User's good-faith estimate of what the measurement will be for each Complexity Driver following such Material Change ("Estimated Measurements"). If the Estimated Measurements for one or more Complexity Driver(s) exceed the applicable Cap(s) then-applicable to the Additional Services provided under this Schedule, then Bloomberg shall have the right to commence charging User its then-prevailing rates with respect to such Estimated Measurements, in each case, beginning as of the billing period start date covered by the first invoice issued after the notice provided by User and this Schedule and User's subscription(s) (including without limitation the related caps and included Locations) shall be deemed to be amended accordingly.

If other fees become payable as set forth herein, then Bloomberg shall have the right to recalculate any applicable fees billed in advance to account for such changes and to adjust the invoices for the Additional Services accordingly. User shall pay all fees invoiced hereunder, which shall be included in the "Fee" payable under this Schedule. In the event that multiple AIM database instance(s) are provided as part of the Additional Services hereunder, each instance of an add-on module or service is for use in connection with only one such database instance. To the extent User has credits available in connection with its AIM subscription, User and Bloomberg may agree from time to time that all or part of such credits shall be applied to the fees payable under this Schedule, thereby reducing such fees in the amount of the credit so applied. User agrees to pay all charges under this Schedule remaining after the application of such credits.

**Definitions.**

**"Determination Date"** means (i) the date on which this Fee Exhibit first applies to the Additional Services ("Fee Exhibit Effective Date"), (ii) the date that is five (5) months before the first renewal of the Schedule Term that follows the Fee Exhibit Effective Date (the date of such renewal, the "First Renewal Date"), (iii) 12 months after whichever of (a) March 31 and (b) September 30 is the first to occur after the First Renewal Date and (iv) each subsequent 12-month anniversary of the date specified in (iii).

**"Location"** shall mean each "country" (as defined by Bloomberg's customer account location divisions) in which there are five (5) or more significant users (as determined by Bloomberg in its sole discretion) of the Additional Services provided hereunder. Nothing herein shall guarantee the availability of the Additional Services in a particular location.

**"Offline Trades"** means (i) with respect to the first Determination Date, if the Additional Services under this Schedule were (a) not used prior to the Fee Exhibit Effective Date, User's estimate of Offline Trades accepted by Bloomberg and (b) used prior to the Fee Exhibit Effective Date, shall mean the total number of Trade Records (as defined below) fed into the Additional Services from an external source or a solution of Bloomberg or its affiliates that is not directly integrated with the Additional Services (such external sources include, for example, CMF uploads) during the 12 months prior to and including the date that is five months prior to the Fee Exhibit Effective Date and (ii) with respect to each subsequent Determination Date, the total number of Trade Records fed into the Additional Services from an external source or a solution of Bloomberg or its affiliates that is not directly integrated with the Additional Services (such external sources include, for example, CMF uploads) during the 12 months prior to and including the applicable Determination Date. "Trade Record" shall mean each trade record in connection with which the Additional Services hereunder are used, including each allocation and suballocation.

**"Online Block Trades"** means (i) with respect to the first Determination Date, if the Additional Services under this Schedule were (a) not used prior to the Fee Exhibit Effective Date, User's estimate of Online Block Trades accepted by Bloomberg and (b) used prior to the Fee Exhibit Effective Date, shall mean the total number of Block Trades (as defined below) manually keyed into the Additional Services via an AIM function, resulting from orders staged within the Additional Services and/or sent automatically into the Additional Services from another solution that is directly integrated with the Additional Services during the 12 months prior to and including the date that is five months prior to the Fee Exhibit Effective Date and (ii) with respect to each subsequent Determination Date, the total number of Block Trades manually keyed into the Additional Services via an AIM function, resulting from orders staged within the Additional Services and/or sent automatically into the Additional Services from another solution that is directly integrated with the Additional Services during the 12 months prior to and including the applicable Determination Date. "Block Trade" shall mean each trade in connection with which the Additional Services are used, but not including any allocations or suballocations for a trade.

**"Portfolios"** means (i) with respect to the first Determination Date, if the Additional Services under this Schedule were (a) not used prior to the Fee Exhibit Effective Date, User's estimate of Portfolios accepted by Bloomberg and (b) used prior to the Fee Exhibit Effective Date, the total number of portfolios maintained in and/or used in connection with the Additional Services ("Portfolio Total") on the date that is five months prior to the Fee Exhibit Effective Date, and (ii) with respect to each subsequent Determination Date, the Portfolio Total on each such Determination Date.

**"Weighted Instruments"** means (i) with respect to the first Determination Date, if the Additional Services under this Schedule were (a) not used prior to the Fee Exhibit Effective Date, the number of each category of instrument used in determining the Weighted Instruments for such first Determination Date shall be User's estimate of each category of instrument accepted by Bloomberg and (b) used prior to the Fee Exhibit Effective Date, the number of each category of instrument used in determining the Weighted Instruments shall be the total number of instruments allocated a unique ticker or other identifier in connection with which all or part of the Additional Services provided under this Schedule are used ("Instrument Total") on the date that is five months before the Fee Exhibit Effective Date, and (ii) with respect to each subsequent Determination Date, the Instrument Total on each such Determination Date, in the case of each of (i) and (ii) hereof, with the number of instruments categorized by Bloomberg (in its sole discretion) as non-vanilla multiplied by three (3) and the number of instruments categorized by Bloomberg (in its sole discretion) as complex multiplied by nine (9).

**MODULE AMENDMENT TO BLOOMBERG ORDER MANAGEMENT SYSTEM SCHEDULE OF SERVICES**

**BLOOMBERG:** BLOOMBERG FINANCE L.P.  
**USER:** NATIONAL BANK OF SLOVAKIA  
**DEPARTMENT:** FX RESERVES MGM

**ORDER DATE:** 22-Dec-2024

**ACCOUNT:** 263940  
**ORDER:** 27519807

**EQUIPMENT ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

**USER CONTACT:**

**BILLING ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

**BILLING CONTACT:**

Amendment to that certain Bloomberg Order Management System Schedule of Services entered into by and between Bloomberg and User (the "Schedule"), which sets forth the terms and conditions under which Bloomberg provides to User the Additional Services described therein. Capitalized terms that are used but not defined herein have the meanings stated in the Schedule.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	ONE TIME CHARGES
Total			
PO#			

**TERMS AND CONDITIONS**

**1. INSTALLATION OF ADDITIONAL SERVICES**

Pursuant to the OMS Addendum and the Schedule, User has requested Bloomberg to provide the Additional Services at the stated equipment address (as noted above).

**2. TERMS & CHARGES**

- (a) User represents, warrants and covenants to Bloomberg and its affiliates, and shall be deemed to represent, warrant and covenant to Bloomberg and its affiliates each time User uses the Additional Services, that: (i) User has all requisite right, power and authority and has obtained all requisite third-party permissions, licenses and consents, and it is not a breach of any agreement to which User is a party, for User, or a third party on behalf of User, to (x) provide or upload User Data (as defined below) and (y) make User Data available to and/or enable third parties, employees or any other person to receive, access, retrieve and/or use User Data; (ii) the User Data does not and shall not infringe upon any intellectual property or other proprietary right of any third party; and (iii) the User Data does not contain data or information provided by Bloomberg or an affiliate of Bloomberg. "User Data" shall mean information or data provided or uploaded by or on behalf of User to Bloomberg and/or Bloomberg's affiliates in connection with the Trading System. If, upon User's request or at the direction of User's employees, Bloomberg or its affiliates provide any User Data to a third party, employee or other person, User agrees that such provision of User Data does not violate any confidentiality obligation Bloomberg owes to User.
- (b) This Amendment shall be effective from the date this Amendment is accepted by Bloomberg (the "Effective Date") and shall remain in full force and effect until terminated in accordance with the terms herein. Each party shall have the right to terminate this Amendment at the end of the Schedule Term (or any renewal thereof) for the Schedule by giving the other party not less than 90 days' written notice prior to the end of the Schedule Term or any renewal thereof. Bloomberg shall have the right to terminate or suspend all or part of the Additional Services provided hereunder at any time upon User's breach of this Amendment, the Schedule or the OMS Addendum. User shall have the right to terminate this Amendment at any time upon

not less than 60 days' prior written notice to Bloomberg and upon payment of the charges set forth in this paragraph. This Amendment shall automatically terminate upon any termination of the Schedule, the OMS Addendum or the Agreement. User shall be liable for all amounts payable hereunder through the date of termination of this Amendment and, if this Amendment is terminated prior to the end of the Schedule Term (or any renewal thereof) of the Schedule, a termination charge in an amount equal to 50% of the charges hereunder for the balance of the Schedule Term (or applicable renewal thereof).

- (c) User shall pay Bloomberg the fees indicated herein (collectively, the "Fee") for the Additional Services. The Fee commences on the Effective Date and shall be invoiced quarterly in advance. All amounts displayed on this Amendment are in U.S. dollars. To the extent permitted by law, Bloomberg may send and User agrees to receive invoices via electronic mail. If the Schedule is renewed for any additional period beyond the initial Schedule Term, the charges payable pursuant to this Amendment for such renewal period shall be calculated at the prevailing rates then offered by Bloomberg for the Additional Services and this Amendment shall be considered to be amended accordingly. User and Bloomberg may agree from time to time to apply or remove all or part of any credits available in connection with the Schedule (if any) to or from the fees payable under this Amendment and User agrees to pay the balance of Bloomberg's then-prevailing rates for the services under this Amendment remaining after the application or removal of such credits.
- (d) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Additional Services will automatically be charged at Bloomberg's prevailing rates and User will be invoiced accordingly. If local dedicated circuits for network access are provided by Bloomberg to User, the charges for such dedicated local circuits are not guaranteed for the Term of the OMS Addendum. Increases and/or discounts to such charges may be made on ninety (90) days' advance written notice and User relocations may result in immediate price adjustments for such local circuits. User may terminate dedicated circuits for network access upon ninety (90) days' advance written notice, provided that User has installed a replacement approved by Bloomberg.
- (e) The charges payable hereunder do not include fees for exchange and third-party information services or applicable taxes. All applicable taxes, including, without limitation, sales tax and VAT, GST and similar taxes shall be in addition to the Fee or other charges for the Additional Services and shall be the responsibility of User. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the OMS Addendum.
- (f) By written notice to User, Bloomberg may amend the OMS Addendum (i) to comply with applicable law, (ii) for regulatory reasons, (iii) to add or modify the parties to the OMS Addendum, or (iv) to provide additional services, and User's use of the Additional Services after such notice shall be deemed User's acceptance of the amendment.

### 3. ELECTRONIC SIGNATURES

This Amendment, including any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail, or other electronic means, including via a website designated by Bloomberg by completing the procedures specified on that website. Any such electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. User agrees that it has the ability to store the information delivered to User electronically such that it remains accessible to User in an unchanged form.

Agreed to by:

**NATIONAL BANK OF SLOVAKIA**

Company Name

Agreed to by:

**BLOOMBERG FINANCE L.P.**

By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

\_\_\_\_\_  
Signature (Duly authorized signatory, officer, partner or proprietor)

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title (Please type or print)

2025-02-05

\_\_\_\_\_  
Date

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2025-02-05

\_\_\_\_\_  
Date

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## RECONCILIATION POST TRADE FEE EXHIBIT

The following Caps apply to the Post Trade Reconciliation Package and Post Trade Reconciliation Pkg Addl Conn (if applicable) Post Trade Additional Services hereunder: (collectively, the "Reconciliation Services"):

- I. Reconciliation Services Caps
  - a.
  - b.
- II. The Reconciliation Services provided hereunder include use in connection with the number of Connections (as defined below) set forth in this Post-Trade Fee Exhibit. A "Connection" shall mean a single connection for a single data delivery workflow between the Reconciliation Services and a single data delivery origin or destination supported in connection with such Reconciliation Services (in each case, as determined and agreed to by Bloomberg from time to time). Bloomberg, in its sole discretion, may determine that a given Connection is limited to, or that additional Connection(s) are required to support, a particular desk, workflow (including direction of data delivery) or region.
- III. Nothing herein shall: (i) be deemed to guarantee the availability of or require that all or a particular portion of the Reconciliation Services support a particular desk, workflow or region; and/or (ii) supersede any obligations of User or its affiliates, including any restrictions on use of data provided by Bloomberg or its affiliates, or be deemed to grant any additional access or use rights to such data beyond those expressly set forth in the applicable terms under which such data are licensed (including without limitation in the OMS Addendum and/or Schedule). Use, access and/or processing of data provided by Bloomberg and/or its affiliates by any third party ("Processing") is subject to agreement by Bloomberg and execution of the then-current documents required by Bloomberg for Processing, provided that Processing may not be permitted in connection with certain data. All applicable agreements (whether with User, an affiliate of User or a third party) required by Bloomberg must remain in effect in order to use the Reconciliation Services in connection with certain Connections and/or Processing, and nothing herein shall be deemed to grant User any rights to receive or use or guarantee the availability of specific Connection(s) and/or Processing.
- IV. Notwithstanding anything herein to the contrary, if at any point (i) the AIM Tier applicable under the Schedule exceeds the then-applicable AIM Tier Cap under this Post-Trade Fee Exhibit (an "AIM Tier Increase") and/or (ii) the number of Connections in connection with which the Reconciliation Services hereunder are provided exceeds the then-applicable Connections Cap under this Post-Trade Fee Exhibit (a "Connection Increase"), then Bloomberg shall have the right to charge User its then-prevailing rates applicable to such higher AIM Tier and/or number of Connections beginning as of the first date of such AIM Tier Increase and/or Connection Increase (as applicable) and User's subscriptions, including without limitation the AIM Tier Caps and Connection Caps set forth herein, shall be deemed to be amended accordingly.

**BLOOMBERG TREASURY MANAGEMENT, RISK ANALYTICS AND PORTFOLIO ANALYSIS ADDENDUM**

ACCOUNT: 263940  
ORDER: 27519806

This Addendum (this "Addendum") to Bloomberg Agreement No. **97632** (the "Bloomberg Agreement") is between BLOOMBERG FINANCE L.P. ("Bloomberg") and **NATIONAL BANK OF SLOVAKIA** ("Customer"). This Addendum amends and supplements the Bloomberg Agreement with respect to the Additional Services as defined below.

**Background/Definitions**

- A. Bloomberg and Customer are parties to the Bloomberg Agreement governing use of the BLOOMBERG TERMINAL® service.
- B. "Additional Services" shall mean (i) access via the BLOOMBERG TERMINAL service to certain supplemental treasury management, risk analytics and portfolio analysis functionality provided by Bloomberg and/or its affiliates or third-party licensors and described in the Schedules (as defined below) (as applicable, the "TRP System"), (ii) TRP Analytic Data (as defined below), (iii) Bloomberg TRP System Data (as defined below) and (iv) all other services, software, materials, data and equipment provided in connection with this Addendum, including without limitation the Materials (as defined below).
- C. "Bloomberg TRP System Data" shall mean (i) data provided by Bloomberg and/or its affiliates or third-party licensors through the TRP System, (ii) any data derived, calculated or reformatted by or on behalf of Customer solely from such data identified in (i) above and (iii) TRP Valuation Data (as defined below).
- D. "Customer Data" shall mean data or information that is uploaded to or entered into the TRP System (including Position Data) by or on behalf of Customer.
- E. "Customer-Developed Applications" shall mean applications developed or modified by or on behalf of Customer that (a) are derived from, contain elements of, or use intellectual property contained in, the Materials (as defined below) or (b) accept the Bloomberg TRP System Data or TRP Analytic Data as inputs.
- F. "Customer Systems" shall mean any software, hardware, system or other electronic equipment or services of Customer used to receive, store, analyze, manipulate or process the Bloomberg TRP System Data and/or TRP Analytic Data.
- G. "Limited Amount" shall mean a de minimis amount and/or type of data, in quantity or frequency of distribution or access and/or scope of distribution, as determined in Bloomberg's sole judgment.
- H. "Materials" shall mean any development and other materials that Bloomberg may make available to Customer from time to time for development purposes or otherwise in connection with the Additional Services, which may include without limitation (1) development templates and tools including the files, software, documentation and/or other materials that provide Customer with the tools to develop, modify, enhance and/or upgrade Customer-Developed Applications, (2) any other applications, software, files, materials, documentation or other items and (3) simulations software.
- I. "Permitted User" shall mean an employee of Customer who has a subscription to the BLOOMBERG TERMINAL service and has been authorized by Customer to access the Additional Services.
- J. "Position Data" shall mean position records of Customer uploaded to or entered into the TRP System by or on behalf of Customer.
- K. "Schedules" shall mean the Schedule(s) of Services annexed hereto, which are incorporated herein by reference and form part of this Addendum, as they may be amended from time to time in accordance with this Addendum.
- L. "TRP Analytic Data" shall mean (i) data or information provided through the TRP System that is based on an analysis of Bloomberg TRP System Data and Customer Data and (ii) any data derived or calculated by or on behalf of Customer in whole or in part from such data identified in (i) above. TRP Analytic Data shall not include any Customer Data or Bloomberg TRP System Data.
- M. "TRP Valuation Data" shall mean certain evaluated prices for instruments that are calculated and/or made available by Bloomberg, or its affiliates, to Customer via the TRP System.
- N. Capitalized terms that are used but not defined herein shall have the meanings stated in the Bloomberg Agreement.
- O. If there are any conflicts or inconsistencies among this Addendum, any Schedule(s) and/or the Bloomberg Agreement with respect to the Additional Services, the following order of precedence shall apply: (i) the applicable Schedule, (ii) this Addendum and (iii) the Bloomberg Agreement.

## **Terms and Conditions**

### **1. Provision of Additional Services.**

- (a) The Bloomberg Agreement shall apply to the Additional Services and the term "Services" in the Bloomberg Agreement shall include the Additional Services.
- (b) Except as expressly permitted herein, Customer shall not allow any person to use the Additional Services other than Permitted Users. Customer shall ensure that each Permitted User complies with the terms of this Addendum as though such Permitted User had signed this Addendum as "Customer."
- (c) Each time Customer uses the Additional Services, Customer shall be deemed to represent, warrant and covenant to Bloomberg and its affiliates that (i) it has all requisite regulatory and legal authority to enter into and be bound by this Addendum, (ii) it has all requisite regulatory and legal authority and capacity to use the Additional Services, (iii) Customer's use of the Additional Services complies and shall comply with all applicable laws and regulations, including but not limited to U.S. and non-U.S. national and local securities laws and the rules and regulations thereunder, and all applicable rules and regulations of any self-regulatory organization of which Customer is a member, (iv) Customer is a sophisticated market participant that is knowledgeable about the financial markets and understands and is fully capable of independently evaluating the merits, nature and risks of any use of the Additional Services and (v) if TRP Analytic Data related to derivatives is accessed or received by any person or entity located in the United States (other than a regulatory authority), such person or entity is an "eligible contract participant" ("ECP") as defined in the U.S. Commodity Exchange Act with respect to the class of derivatives to which such TRP Analytic Data relates, except that this restriction shall not apply to distribution of a Report (as defined below) to a customer or prospective customer of Customer (as permitted under this Addendum and the applicable Schedule) provided that such distribution does not constitute commodity trading advice and/or the Report is not provided to any person that intends to use such Report as the basis on which to enter into a derivatives transaction. Furthermore, without limiting the above or representations, warranties and covenants in the Bloomberg Agreement, Customer hereby represents, warrants and covenants to Bloomberg and its affiliates and shall be deemed to represent, warrant and covenant to Bloomberg and its affiliates each time Customer Data is uploaded or entered into the TRP System, that (A) Customer has all requisite right, power and authority and has obtained all requisite permissions, licenses and consents, and it is not a breach of any agreement to which Customer is a party, for (x) Customer Data to be provided and/or uploaded to Bloomberg and/or its affiliates and (y) Customer to make Customer Data available to and/or enable third parties, employees or any other person to receive, access, retrieve and/or use Customer Data, (B) Customer Data does not and shall not infringe upon any intellectual property or other proprietary right of any third party and (C) Customer Data does not contain data or information provided by Bloomberg or an affiliate of Bloomberg in connection with the BLOOMBERG TERMINAL service or any other product or service of Bloomberg or its affiliates. Upon Customer's request, Bloomberg may provide or make Customer Data available to a third party, employee or other person designated by Customer, and, if Bloomberg provides any Customer Data to a third party, employee or other person, Customer agrees that such provision of Customer Data does not violate any confidentiality obligation Bloomberg owes to Customer. Customer Data shall not be subject to any indemnification obligation that Bloomberg owes to Customer under the Bloomberg Agreement.
- (d) If Bloomberg or its affiliates provide any Materials to Customer in connection with the Additional Services, Customer may use such Materials only to develop, modify or test Customer-Developed Applications in accordance with this Addendum. Customer shall not incorporate the Materials or any part thereof into Customer-Developed Applications or use the Materials in any manner that would cause the Materials to become subject to any "open source license" (i.e., a license that creates, or purports to create, obligations that other software incorporated into, derived from or distributed with the licensed materials be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works or (C) redistributable at no charge). Customer may use Materials and Customer-Developed Applications only for Customer's internal business use in accordance with this Addendum. Customer may not under any circumstances distribute, disclose, transfer or otherwise make available the Materials, any Customer-Developed Applications or any part thereof, to any third party. Except as expressly permitted in this Addendum, Customer may not (x) copy, adapt, recompile, decompile, disassemble, reverse engineer, or make or distribute any derivative work created from the Materials, in whole or in part, or (y) modify, adapt, translate, rent, lease, loan, resell or network the Materials, in whole or in part. If Customer desires to have a Customer-Developed Application developed by a third party on Customer's behalf, Customer must ensure that such third party has entered into an appropriate third-party developer license with Bloomberg to obtain the Materials and to authorize such third party to perform such development on Customer's behalf. If Customer desires to obtain a limited functionality subscription to the BLOOMBERG TERMINAL service with limited access to data for development and internal monitoring purposes, Customer must enter into an appropriate agreement with Bloomberg to obtain such development subscription. If Customer desires to distribute Customer-Developed Applications to any third party, Customer must enter into an appropriate third-party developer license with Bloomberg that permits such distribution.
- (e) Customer acknowledges and agrees that Bloomberg may delegate certain of its responsibilities, obligations and duties under or in connection with this Addendum to a third party or an affiliate of Bloomberg, which may discharge those responsibilities, obligations and duties on behalf of Bloomberg.
- (f) Nothing in the Additional Services shall constitute or be construed as an offering of financial instruments or as investment advice or investment recommendations (i.e., recommendations as to whether or not to "buy", "sell", "hold", or to enter or not to enter into any other transaction involving any specific interest or interests) by Bloomberg or its affiliates or a recommendation as to an investment or other strategy by Bloomberg or its affiliates. No aspect of the Additional Services is based on the

consideration of Customer's individual circumstances, and data and other information available via the Additional Services should not be considered as information sufficient upon which to base an investment decision. Bloomberg and its affiliates do not express an opinion on the future or expected value of any security or other interest and do not explicitly or implicitly recommend or suggest an investment strategy of any kind.

- (g) Bloomberg shall keep the Position Data confidential through commercially reasonable means, provided that this obligation shall not apply to any data that (i) is provided in connection with another service, function or product or agreement between the parties, (ii) Customer or its affiliates or its or their users generally make available on the BLOOMBERG TERMINAL service or related services or provide to other users of such services in a manner not restricted for viewing only by certain specified recipients (iii) becomes generally known or available to the public or is disclosed without restriction in published materials, (iv) is known to Bloomberg or its affiliates at the time of disclosure by Customer, (v) Bloomberg or its affiliates obtain from a third party or a source other than the TRP System which is not known to Bloomberg or its affiliates to be subject to confidentiality, (vi) is independently developed by Bloomberg or its affiliates without reference to such information, or (vii) Bloomberg or its affiliates disclose to comply with any applicable law, rule or regulation, or in response to a subpoena, court order, government request or other legal or administrative process.

## **2. Requirements, Payment for Additional Services.**

- (a) Customer shall pay Bloomberg upon presentation of an invoice all applicable amounts for the Additional Services, including without limitation, (i) the amount indicated on the Schedules for the Additional Services, (ii) any levies or fees imposed by exchanges or other information services or sources ("Additional Data Fees") for access to and/or use of data and/or information provided by information services or sources that is included in and/or accessed through the Additional Services (collectively, the "Additional Data") (as such levies and fees may be changed from time to time) and (iii) any applicable taxes, assessments, fees or penalties in respect of the Additional Services. Bloomberg may charge additional fees for certain data fields made available in the TRP System and, if Customer desires to download and/or use such data fields, Customer acknowledges and agrees that it may be required to sign additional documentation and shall pay the additional fees specified by Bloomberg from time to time.
- (b) Customer shall obtain all necessary authorizations from providers of Additional Data and shall pay for the Additional Data that Customer receives through the Additional Services, whether billed by Bloomberg or directly by the providers of Additional Data. Customer acknowledges and agrees that the Additional Data Fees may be charged on the basis of each device, user, application or other factor (as set by such providers of Additional Data) that accesses, is enabled to access, enables access to, or uses the Additional Data and that the basis of charging and amount of the Additional Data Fees may change from time to time. The total fees under this Addendum do not include monthly fees for Additional Data or applicable taxes (which taxes are in addition to the charges for the Additional Services or any Additional Data fees).
- (c) Upon any termination of this Addendum or any Schedule, Customer shall be liable for all amounts payable pursuant to paragraphs 2(a) and 2(b) of this Addendum through the date of termination, including during the month when such termination is effective, and shall also be responsible for any termination charges imposed by providers of Additional Data. If Customer terminates this Addendum and/or any Schedule pursuant to paragraph 5(d) hereof or if Bloomberg terminates this Addendum and/or any Schedule pursuant to paragraph 5(b) hereof, Customer shall be liable for a termination charge as set forth in each terminated Schedule for the balance of the applicable Schedule Term in addition to the amounts described in the immediately preceding sentence and without limiting any of Bloomberg's rights under the Bloomberg Agreement or this Addendum.

## **3. Restrictions on Use.**

- (a) If any Bloomberg TRP System Data is downloaded, exported or otherwise removed from the TRP System, Bloomberg may require Customer to enter into an agreement for Bloomberg's Datalicense product, including one or more schedule(s) thereto, as applicable (together, a "Datalicense Agreement"), and/or an agreement for Bloomberg index constituents data ("Index Agreement"), which Datalicense Agreement or Index Agreement, as applicable, shall apply to such Bloomberg TRP System Data, including the payment of any applicable fees. If there are any inconsistencies between this Addendum and a Datalicense Agreement or Index Agreement with respect to such Bloomberg TRP System Data, such Data License Agreement or Index Agreement shall apply. Except as otherwise provided in this paragraph, (i) Bloomberg TRP System Data does not include data provided by Bloomberg and/or its affiliates through other means, including without limitation data provided through the BLOOMBERG TERMINAL service other than through the TRP System, the Desktop API, Server API, Datalicense, B-Pipe or other trading system feeds (collectively, the "Bloomberg Data Services") and (ii) Customer's use of data and/or information provided by Bloomberg and/or its affiliates through the Bloomberg Data Services shall be governed by the applicable agreement or addendum through which such data and/or information is provided and not this Addendum.
- (b) Customer agrees that the Bloomberg TRP System Data and TRP Analytic Data shall be accessed and used solely by Permitted Users for its internal use and benefit and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or entity; provided that, each Permitted User may, as part of and in the ordinary course of Customer's primary business, disseminate reports, whether in print or electronic form (together, "Reports") containing TRP Analytic Data and not more than a Limited Amount of Bloomberg TRP System Data to (i) employees of Customer, (ii) Customer's customers and prospective customers where such Reports are directly related to the type and extent of the customer relationship between such customer and Customer and (iii) regulatory or government agency responsible for overseeing the Customer's primary business; provided, however, that such Reports may not (A) be publicly disseminated or used as part of marketing presentations and/or advertising materials without the prior written permission of Bloomberg, (B) be distributed as

part of a streaming process or (C) be redistributed for a fee. In no event will Customer permit the Bloomberg TRP System Data or TRP Analytic Data to be used in any way not specifically authorized by Bloomberg or distributed, published, copied, broadcasted, reproduced, ported, accessed, used or otherwise routed to any party or person in any way not expressly authorized herein. Bloomberg may modify the amount and type of the Bloomberg TRP System Data and TRP Analytic Data that it makes available via the Additional Services from time to time in its sole discretion. The dissemination rights set forth in this paragraph 3(b) are subject to the method of access, delivery or transmission determined by Bloomberg, in consultation with Customer. Any use of Bloomberg TRP System Data, TRP Analytic Data or Reports on the BLOOMBERG TERMINAL service (which, for the avoidance of doubt, includes any delivery mechanism(s) to desktop applications) shall be subject to the dissemination restrictions set forth in the Agreement and, if applicable, the Datafeed Addendum thereto.

- (c) Customer may store the Bloomberg TRP System Data and TRP Analytic Data in Customer Systems for its internal use only for the duration of the Schedule Term (as defined below). The parties expressly agree that the rights granted to Customer under this Addendum do not include the right to store all or any part of the Bloomberg TRP System Data or TRP Analytic Data for access by any other party or to distribute any database services containing all or part of such Bloomberg TRP System Data or TRP Analytic Data. Customer may not use the Bloomberg TRP System Data or TRP Analytic Data in any way (i) to improve the quality of data sold or contributed by Customer to any party or (ii) for any automated data validation or verification, except that, subject to paragraphs 3(a)-(d) and 3(f) of this Addendum, Customer may perform automated data validation or verification solely for its internal use in connection with the TRP System.
- (d) Customer agrees to comply with all restrictions and requirements regarding use, display, distribution or as otherwise required by providers of Additional Data (as such restrictions and requirements may change from time to time) with respect to Additional Data, including without limitation any restrictions and requirements set forth on or available as a link from the <EIS> page accessible to Customer, contained in agreements between Customer and providers of Additional Data or otherwise applicable to Customer's use of Additional Data from time to time. Customer acknowledges and agrees that, among other requirements imposed by providers of Additional Data, Customer may be required to:
  - (i) enter into a separate agreement with, receive authorizations and/or approvals from, and/or pay certain fees to, a provider of Additional Data to:
    - (A) receive access to such Additional Data from Bloomberg;
    - (B) use such Additional Data in applications; and/or
    - (C) create and/or distribute resultant data using the Additional Data; and/or
  - (ii) provide Bloomberg and/or a provider of Additional Data with reports on Customer's use of such Additional Data.

Notwithstanding anything to the contrary herein, if requested by providers of Additional Data, Bloomberg or its affiliates may provide such Additional Data providers with information regarding Customer and its use of the Additional Data and resultant data created from or using Additional Data. Customer acknowledges and agrees that providers of Additional Data may choose at any time to inhibit or prohibit their information from being accessed via the Additional Services.

- (e) Notwithstanding anything to the contrary in this Addendum except the next sentence, Customer may not use, transfer, distribute or dispose of the Bloomberg TRP System Data, TRP Analytic Data or any portion thereof in any manner that does or could compete with any business, product or service of Bloomberg or Bloomberg's affiliates. Notwithstanding the previous sentence, if Customer's use, transfer, distribution or disposition of the Bloomberg TRP System Data or TRP Analytic Data, as the case may be, violates the prohibitions on competition in the previous sentence (or Bloomberg believes in good faith that the prohibition on competition has been violated) and such violation arises solely because Bloomberg (or its affiliates) has entered a business (i) in which Bloomberg and its affiliates were not engaged on the initial date of this Addendum and (ii) in which Customer was engaged on the initial date of this Addendum, for the remaining then-current term of this Addendum (not including renewals), such use of the Bloomberg TRP System Data or TRP Analytic Data in such business by Customer, subject to the other restrictions on use set forth in this paragraph and in this Addendum, shall not be deemed to be a competing use for the purpose of this paragraph.
- (f) Customer shall identify all third-party contributed data included in the Additional Services by the name of the third party or as otherwise required from time to time by such contributor and any data included in the Additional Services contributed directly by Bloomberg and/or its affiliates shall be identified as Bloomberg data. Customer shall display all Additional Data in accordance with the rules of the relevant provider of Additional Data.
- (g) Upon termination of this Addendum for any reason whatsoever, Customer shall promptly delete or purge any and all Bloomberg TRP System Data, TRP Analytic Data, Materials and Customer-Developed Applications, including any copies of the foregoing, from any Customer System(s) Customer used with the Bloomberg TRP System Data, TRP Analytic Data, Materials and Customer-Developed Applications and Customer shall immediately cease using the Additional Services and any and all Bloomberg TRP System Data, TRP Analytic Data, Materials and Customer-Developed Applications; provided, however, that Customer need not cease using, purge or delete any Customer-Developed Applications that are modified so that they do not accept Bloomberg TRP System Data or TRP Analytic Data as inputs and are not derived from, contain elements of, or use intellectual property contained in, the Materials. Customer shall provide Bloomberg with evidence satisfactory to Bloomberg of all such deletions, purges and cessation of use. At any time thereafter, if any Bloomberg TRP System Data, TRP Analytic Data, Materials or Customer-Developed Applications are found on any of Customer Systems that was not deleted or purged, Customer shall at that time promptly delete or purge such Bloomberg TRP System Data, TRP

Analytic Data, Materials and Customer-Developed Applications. Notwithstanding anything to the contrary set forth in this paragraph, upon termination of this Addendum (i) Customer shall not be required to delete or purge Reports containing Bloomberg TRP System Data or TRP Analytic Data that were generated in compliance with paragraph 3(b) of this Addendum before the termination of this Addendum and (ii) Customer may store or archive Bloomberg TRP System Data and TRP Analytic Data only as necessary to comply with internal audit and regulatory requirements; provided in each case that Customer does not otherwise use any Bloomberg TRP System Data or TRP Analytic Data.

#### 4. Limitation of Liability; Disclaimer of Warranties.

**BLOOMBERG AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ADDITIONAL SERVICES, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLOOMBERG AND ITS AFFILIATES SHALL HAVE NO RESPONSIBILITY OR LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INJURY OR DAMAGES ARISING IN CONNECTION WITH THIS ADDENDUM, THE ADDITIONAL SERVICES OR CUSTOMER'S USE OF THE ADDITIONAL SERVICES.** In any event, to the extent permitted by law, the maximum liability of Bloomberg and its affiliates under the Bloomberg Agreement, this Addendum or otherwise for all losses (whether caused by negligence or otherwise) arising in connection with this Addendum and/or the Additional Services shall in the aggregate be limited to the fees paid by Customer under the Schedule for the applicable Additional Services during the six months before the first loss or damage. Any liability of Bloomberg or its affiliates under the Bloomberg Agreement, this Addendum or otherwise arising under this Addendum and/or from the Additional Services shall reduce the amount of Bloomberg's maximum liability under the Bloomberg Agreement. No action, regardless of form, arising out of or pertaining to this Addendum and/or the Additional Services may be brought by Customer more than one year after the cause of action has accrued. This Addendum shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law. Customer shall indemnify and hold harmless Bloomberg and its affiliates against any loss, claim or expense (including reasonable attorneys' fees) suffered by Bloomberg as a result of a breach of this Addendum by Customer or use of the Additional Services by Customer.

#### 5. Term and Termination.

- (a) This Addendum shall be effective from the date it is accepted by Bloomberg (the "Effective Date"). Each Schedule shall be effective from the date it is accepted by Bloomberg (the "Schedule Effective Date") and shall remain in full force and effect until the date that is two years thereafter (the "Schedule Term"), unless earlier terminated during the Schedule Term or any renewal thereof in accordance with this Addendum or the applicable Schedule. Each Schedule Term shall be automatically renewed for successive two-year periods unless either party elects not to renew by giving the other party not less than 90 days' prior written notice. If any Schedule is so renewed for any additional period(s) beyond the initial Schedule Term, the charges payable thereunder for such renewal period shall be calculated at the prevailing rates then offered by Bloomberg for the Additional Services and the renewing Schedule shall be considered to be amended accordingly.
- (b) Bloomberg shall have the right to terminate this Addendum, any Schedule and/or suspend Customer's use of any portion or all of the Additional Services at any time upon Customer's breach of any Schedule, this Addendum or the Bloomberg Agreement. Upon the termination of this Addendum by Bloomberg pursuant to this paragraph 5(b), Customer will be responsible for the charges set forth in paragraph 2(c) of this Addendum.
- (c) This Addendum shall terminate upon the termination of the Bloomberg Agreement but the termination of this Addendum shall not itself terminate the Bloomberg Agreement. The Schedules shall terminate upon the termination of this Addendum, but the termination of any or all Schedules shall not itself terminate this Addendum. In the event all Schedules have been terminated, either party may terminate this Addendum upon notice to the other party.
- (d) Customer shall have the right to terminate this Addendum or any Schedule at any time upon not less than 60 days' prior written notice to Bloomberg and upon payment of the charges set forth in paragraph 2(c) of this Addendum.
- (e) Paragraphs 1(a), 1(f)-(g), 2(c), 3(d)-(g), 4, 5(e), 6(c), 7, 8 and 9 shall survive the termination of this Addendum.

#### 6. Additional Rights of Bloomberg.

- (a) Bloomberg may make changes, enhancements and upgrades to the Additional Services and related software, materials, guidelines and services from time to time as it deems necessary or desirable. Customer shall comply with all such changes, enhancements, or upgrades within a reasonable period of time. Bloomberg may at any time or from time to time change the technical specifications of any aspect of the Additional Services and, in such instance, Customer shall take all reasonable steps to maintain compatibility of the Additional Services. Bloomberg (i) may delete any data provided by Bloomberg and/or its affiliates (including Bloomberg TRP System Data and TRP Analytic Data) displayed on the TRP System from the TRP System at any time it considers, in its sole good faith judgment, that such data is out of date, (ii) shall determine in its sole discretion (subject to change at any time) the type and quantity of Bloomberg TRP System Data and TRP Analytic Data provided pursuant to this Addendum and/or (iii) may interrupt or suspend at any time the display of any data on, or the provision of any data to, the TRP System (including Bloomberg TRP System Data and TRP Analytic Data), or any other functionality, if it determines, in its sole good faith judgment, that there is a reasonable likelihood such display or provision of data, or access to such functionality, would violate an applicable law, rule or regulation or a third party's rights. Bloomberg may adjust any Bloomberg mechanism to disable Customer's electronic requests or to cease providing the Bloomberg TRP System Data or TRP Analytic Data to Customer to protect the integrity of Bloomberg's network where its operation might be affected by the provision of the Bloomberg TRP System Data or TRP Analytic Data to Customer under this Addendum.

- (b) Customer shall provide reasonable assistance, cooperation, information, equipment, data, a suitable work environment and resources reasonably necessary to enable Bloomberg to provide the Additional Services. Customer acknowledges that Bloomberg's ability to provide the Additional Services as set forth in this Addendum may be adversely affected if Customer does not provide such assistance. Customer shall comply with the minimum hardware requirements specified by Bloomberg from time to time.
- (c) Customer shall allow Bloomberg access to Customer's premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purpose of installation, inspection, maintenance, repair, relocation and removal of the Additional Services. Bloomberg and its affiliates shall have the right at any time to monitor, either physically or electronically, Customer's compliance with this Addendum, the applicable Schedule and use of the Additional Services, the Bloomberg TRP System Data and the TRP Analytic Data. Providers of Additional Data may monitor, either physically or electronically, Customer's use of applicable Additional Data. Customer shall allow Bloomberg, its affiliates and providers of Additional Data access to any of Customer's premises, computers (including, but not limited to, hardware, software and network services) and personnel at all reasonable times for the purposes of such monitoring. Upon the request of Bloomberg, an affiliate of Bloomberg or a provider of Additional Data, Customer shall make a management employee available to assist with such monitoring. In addition, from time to time upon Bloomberg's request, Customer shall demonstrate to Bloomberg's reasonable satisfaction that Customer and all Permitted Users are in full compliance with this Addendum or the applicable Schedule. Upon Bloomberg's request, Customer shall once a year and at the end of the Schedule Term provide to Bloomberg a certificate signed by Customer's external or internal auditors or such other authorized person acceptable to Bloomberg confirming that Customer and all Permitted Users are in compliance with this Addendum and each applicable Schedule. Customer agrees that if as a result of monitoring or an audit under this paragraph, Customer is shown to be in breach of this Addendum or the applicable Schedule, Customer is using the Additional Services, the Bloomberg TRP System Data or the TRP Analytic Data in a manner not specifically authorized by this Addendum or the applicable Schedule or Customer cannot demonstrate compliance with this Addendum or the applicable Schedule to Bloomberg's reasonable satisfaction, Bloomberg shall have the right to terminate this Addendum, the applicable Schedule(s) and/or any portion of the Additional Services and to pursue any and all remedies in respect of such breach.

## **7. Excluded Jurisdictions, Economic Sanctions and Export Controls.**

- (a) Compliance, Reputational, Operational and Other Considerations. Customer represents, warrants and covenants to Bloomberg and its affiliates that none of Customer or any person who acts on behalf of or at the direction of Customer shall use (or enable others to use) the Additional Services or anything created using the Additional Services in connection with activities: (i) relating to nuclear, chemical or biological weapons proliferation, terrorism, corruption, undermining of democratic rights and government, money laundering, tax evasion or human rights violations, or other similarly egregious activities or (ii) in, or for the benefit of, Crimea, Syria, Cuba, North Korea, or Iran (each, an "Excluded Jurisdiction").
- (b) Economic Sanctions and Export Controls.
  - (i) Notwithstanding any other provision of this Addendum, Bloomberg does not represent that the Additional Services or anything created using the Services are appropriate or available for use in any particular location or for any or all purposes.
  - (ii) Customer represents, warrants and covenants to Bloomberg and its affiliates that none of Customer or any person who acts on behalf of or at the direction of Customer shall use (or enable others to use) the Additional Services or anything created using the Additional Services in connection with activity: (i) in, or for the benefit of, any country or region with respect to which the United Nations, United States, European Union and/or United Kingdom (the "Sanctioning Authorities") maintains sanctions prohibiting all or substantially all shipment or provision of services, goods, technology or software (a "Sanctioned Jurisdiction"); (ii) to, or for the benefit of, the government of an Excluded Jurisdiction or a Sanctioned Jurisdiction or a person located in or normally resident of an Excluded Jurisdiction or a Sanctioned Jurisdiction; (iii) involving or benefiting a government or person whose assets a Sanctioning Authority has blocked or to which a Sanctioning Authority restricts the shipment or provision of services, goods, technology or software (a "Prohibited Party"); (iv) to the extent applicable, for the purpose of transacting in, providing financing for, or otherwise dealing in prohibited equity or debt of, or extending credit to, persons identified by (or owned or controlled, whether individually or in aggregate, by persons identified by) any Sanctioning Authority as being subject to sanctions prohibiting such activities; or (v) for any purpose that would be prohibited under the economic sanctions of any Sanctioning Authority.
  - (iii) Each time Customer receives or uses the Additional Services or anything created using the Additional Services, Customer shall be deemed to represent and warrant to Bloomberg and its affiliates that none of Customer or any person who acts on behalf of or at the direction of Customer or any person on whose behalf Customer is acting, is: (i) located in, normally a resident of, or the government of, any Excluded Jurisdiction or Sanctioned Jurisdiction; or (ii) a Prohibited Party.

## **8. Parties.**

Customer recognizes that (i) Bloomberg, (ii) its affiliates, (iii) the respective partners, suppliers, data contributors, licensors of Bloomberg and its affiliates, (iv) the respective affiliates of the foregoing entities covered in subparagraph (iii) and (v) the respective officers, directors, employees, representatives, subcontractors, agents and equipment vendors of Bloomberg and its affiliates (collectively the entities set forth in (i)-(v), the "Covered Entities"), each have rights with respect to the Additional

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Services, including the software, data, information and other items provided by Bloomberg and its affiliates by reason of Customer's use of the Additional Services. All representations and warranties made by Customer, and obligations of Customer, pursuant to this Addendum and all indemnities by Customer and limitations of Bloomberg's warranties and liability pursuant to this Addendum shall inure also to the benefit of the Covered Entities and the respective successors and assigns of the Covered Entities. This Addendum may be varied or terminated without the consent of any third-party beneficiary.

9. Entire Agreement; Modifications or Waivers; Inquiries

This Addendum, together with the Bloomberg Agreement and the Schedule(s), which are incorporated herein by reference, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Addendum or any Schedule shall be binding unless in writing and executed by the parties. This Addendum, including any Schedules thereto, and modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail, or other electronic means, including via a website designated by Bloomberg by completing the procedures specified on that website. Any such electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Customer agrees that it has the ability to store the information delivered to Customer electronically such that it remains accessible to Customer in an unchanged form. For inquiries, please contact Bloomberg L.P., operating agent of Bloomberg Finance L.P., at 731 Lexington Avenue, New York, NY 10022, via Telephone: (212) 318-2000 or via the Customer Service Center: <https://service.bloomberg.com>; or any successor operating agent or other party as specified by Bloomberg Finance L.P. from time to time.

Agreed to by:  
**NATIONAL BANK OF SLOVAKIA**  
Company Name

Agreed to by:  
**BLOOMBERG FINANCE L.P.**  
By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Signature of Authorized Signatory

Name (Please type or print)

Title (Please type or print)  
2025-02-05

2025-02-05

Date

Date

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**BLOOMBERG PORT ENTERPRISE SCHEDULE OF SERVICES**

**BLOOMBERG:** BLOOMBERG FINANCE L.P.  
**CUSTOMER:** NATIONAL BANK OF SLOVAKIA  
**DEPARTMENT:** FX RESERVES MGM

**ORDER DATE:** 22-Dec-2024

**ACCOUNT No:** 263940  
**ORDER No:** 27519806

**EQUIPMENT ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

**BILLING ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

CUSTOMER CONTACT:

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

BILLING CONTACT:

Bloomberg and Customer are parties to a BLOOMBERG AGREEMENT, Number 97632 (the “Agreement”) and the Bloomberg Treasury Management, Risk Analytics and Portfolio Analysis Addendum thereto (“TRP Addendum”), which sets forth the terms and conditions under which Bloomberg provides the Additional Services described therein. Capitalized terms that are used but not defined herein have the meanings stated in the TRP Addendum.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	ONE TIME CHARGES
Total			
PO#			

Complexity Driver Caps					
Weighted Instruments	Portfolios	Enterprise Reports	Weighted Custom Prices	Weighted Benchmarks	Enterprise Locations*

**TERMS AND CONDITIONS**

**1. Definitions.**

(a) “Bloomberg Benchmark” shall mean an index that is licensed from Bloomberg or an affiliate of Bloomberg.

- (b) **"Custom Price"** shall mean a custom price for a unique instrument that is uploaded to the TRP System by, or on behalf of, Customer. For the avoidance of doubt, each price uploaded for a unique instrument shall be counted as a separate Custom Price (e.g., 2 prices uploaded for the same unique instrument in 2 different pricing sets on a given day shall be counted as 2 Custom Prices). As of any Determination Date, the number of Custom Prices shall be determined based on the total number of Custom Prices uploaded during the prior ninety (90) days divided by the number of days Custom Prices were uploaded during such period.
- (c) **"Desktop Report"** shall mean a Report that is downloaded to a desktop application.
- (d) **"Determination Date"** shall mean (i) the date that is five (5) months before the first renewal of the Schedule Term that follows the Schedule Effective Date (the date of such renewal, the "First Renewal Date"), (ii) 12 months after whichever of (a) March 31 and (b) September 30 is the first to occur after the First Renewal Date and (iii) each subsequent 12-month anniversary of the date specified in (ii).
- (e) **"Instrument"** shall mean a unique instrument in any PORT Enterprise Portfolio (as defined below). As of any Determination Date, the number of Instruments shall be determined based on the total number of unique instruments in any PORT Enterprise Portfolio during the prior ninety (90) days.
- (f) **"IQ Benchmark"** shall mean a custom index created by Customer using Bloomberg's Index Query tool. IQ Benchmarks are only eligible for internal use and cannot be used as an official benchmark, within third party applications, or within customer or publicly disseminated reports.
- (g) **"Location"** shall mean each "country" (as defined by Bloomberg's customer account location divisions) from which Permitted Users use the Additional Services and require support services related to the use of the Additional Services. Nothing herein shall guarantee the availability of the Additional Services in a particular location.
- (h) **"Material Change"** shall mean (in each case, as determined by Bloomberg in its sole discretion) any access to and/or use of the Additional Services in connection with any new desk, division, business line, acquisition, merger or access and/or use by any entity other than Customer.
- (i) **"Material Overage"** shall mean any use of the Additional Services that materially (as determined by Bloomberg in its sole discretion) exceeds the applicable Cap (as defined below) for a Complexity Driver (as defined below).
- (j) **"PORT Desktop Portfolio"** shall mean a portfolio or benchmark uploaded or otherwise entered into the TRP System that is not a PORT Enterprise Portfolio (as defined below).
- (k) **"PORT Enterprise Portfolio"** shall mean a portfolio or benchmark that is identified as an enterprise portfolio or benchmark (i) by a Permitted User via the portfolio administration tool on the Additional Services or (ii) via Bloomberg's upload tool. Only portfolios deemed by a Permitted User to be a PORT Enterprise Portfolio as set forth in (i) or (ii) above can be enabled to run a batch report, or an on-demand report or analytic only available to PORT Enterprise Portfolios.
- (l) **"PORT Enterprise Report"** shall mean (i) a market structure, portfolio contents or index contents Report that includes up to ten (10) portfolios and/or indices and date combinations (i.e., the same portfolio/index calculated for two different dates shall be counted as two portfolios/indices) or (ii) any other portfolio or index analytical Report containing a single portfolio (with the associated benchmark) or index for a single date or date range (as applicable to the type of Report). For the avoidance of doubt, a market structure, portfolio contents or index contents Report may contain more than ten (10) portfolios and/or indices and date combinations, but each multiple of ten (10) portfolios and/or indices and date combinations shall count as a separate PORT Enterprise Report. As of any Determination Date, the number of PORT Enterprise Reports shall be determined based on the average number of daily PORT Enterprise Reports during the prior ninety (90) days.
- (m) **"PORT Portfolio"** shall mean a PORT Desktop Portfolio or PORT Enterprise Portfolio. As of any Determination Date, the number of PORT Portfolios shall be determined based on the total number of unique PORT Portfolios during the prior ninety (90) days.
- (n) **"Weighted Benchmarks"** shall mean the sum of (i) the number of benchmarks categorized by Bloomberg (in its sole discretion) as Bloomberg Benchmarks, (ii) the number of benchmarks categorized by Bloomberg (in its sole discretion) as IQ Benchmarks multiplied by two (2) and (iii) the number of benchmarks categorized by Bloomberg (in its sole discretion) as third-party benchmarks multiplied by five (5). As of any Determination Date, the number of benchmarks shall be determined based on the total number of unique Benchmarks during the prior ninety (90) days.
- (o) **"Weighted Custom Prices"** shall mean the sum of (i) the number of Custom Prices categorized by Bloomberg (in its sole discretion) as vanilla, (ii) the number of Custom Prices categorized by Bloomberg (in its sole discretion) as non-vanilla multiplied by two (2) and (iii) the number of Custom Prices categorized by Bloomberg (in its sole discretion) as complex multiplied by ten (10).
- (p) **"Weighted Instruments"** shall mean the sum of (i) the number of Instruments categorized by Bloomberg (in its sole discretion) as vanilla, (ii) the number of Instruments categorized by Bloomberg (in its sole discretion) as non-vanilla multiplied by four (4) and (iii) the number of Instruments categorized by Bloomberg (in its sole discretion) as complex multiplied by thirty (30).

## 2. TERMS & CHARGES

- (a) The term "TRP System" in the TRP Addendum shall include the materials, products and services provided by Bloomberg and/or its affiliates in connection with this Schedule.
- (b) The Schedule Term is as set forth in the TRP Addendum. Customer shall pay to Bloomberg (i) the fees indicated above as such fees may be increased as set forth below (collectively, the "Fee") for the Additional Services and (ii) any Additional Data Fees, in each case together with any applicable taxes, assessments, fees or penalties in respect of the Additional Services. All amounts displayed on this Schedule are in U.S. dollars. The Fee commences the day this Schedule is accepted by Bloomberg

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and shall be invoiced quarterly in advance. To the extent permitted by law, Bloomberg may send and Customer agrees to receive invoices via electronic mail. Any Fee increases of which Customer is notified in accordance with the TRP Addendum shall take effect as specified notwithstanding the issuance of a Schedule setting forth the then current Fee.

- (c) The Additional Services provided under this Schedule include the daily use in connection with the number of PORT Enterprise Weighted Instruments, PORT Portfolios, PORT Enterprise Reports, Weighted Benchmarks, Weighted Custom Prices, PORT Enterprise Locations and MARS Front-Office Weighted Instruments, if applicable (each, a "Complexity Driver" and, collectively, the "Complexity Drivers") set forth above in the Complexity Drivers Cap table.
- (d) On each Determination Date Bloomberg shall determine the measurements (via the mechanism(s) utilized by Bloomberg from time to time) for each Complexity Driver. If on a Determination Date the measurements for one or more Complexity Driver(s) exceed the applicable limits set forth above in the Complexity Drivers Cap table (each such limit, a "Cap"), Bloomberg shall have the right to commence charging Customer its then-prevailing rates with respect to such measurements beginning (x) as of the First Renewal Date with respect to the first Determination Date and (y) as of the billing period start date covered by the second invoice issued after such Determination Date with respect to each subsequent Determination Date (unless such Determination Date is within 12 months of a Material Change, in which case such charging may commence immediately as of such Determination Date), and, in each case, this Schedule and Customer's subscription(s) (including without limitation the related Caps) shall be deemed to be amended accordingly.
- (e) Customer shall provide Bloomberg prior written notice of each (i) Material Change (which Material Change remains subject to Bloomberg's consent and execution of any additional agreement(s) required by Bloomberg) and/or (ii) change in the Location(s) in connection with which the Additional Services are accessed and/or used. Each such notice related to a Material Change shall include Customer's good-faith estimate of what the measurement will be for each Complexity Driver following such Material Change ("Estimated Measurements"). If the Estimated Measurements for one or more Complexity Driver(s) exceed the applicable Cap(s) then-applicable to the Additional Services provided under this Schedule, then Bloomberg shall have the right to commence charging Customer its then-prevailing rates with respect to such Estimated Measurements, in each case, beginning as of the billing period start date covered by the first invoice issued after the notice provided by Customer and this Schedule and Customer's subscription(s) (including without limitation the related Caps) shall be deemed to be amended accordingly. If other fees become payable as set forth herein, then Bloomberg shall have the right to recalculate any applicable fees billed in advance to account for such changes and to adjust the invoices for the Additional Services accordingly. Customer shall pay all fees invoiced hereunder, which shall be included in the "Fee" payable under this Schedule.
- (f) In the event of a Material Overage with respect to one or more Complexity Driver, Bloomberg shall have the right to commence charging Customer its then-prevailing rates with respect to the highest measurement of usage related to such Complexity Driver(s) beginning as of the billing period start date covered by the first invoice issued after measurement of such Material Overage and this Schedule and Customer's subscription(s) (including without limitation the related Caps) shall be deemed to be amended accordingly.
- (g) Desktop Reports shall not be counted as PORT Enterprise Reports. Any use of Desktop Reports shall be subject to the dissemination restrictions set forth in the Agreement and the Datafeed Addendum thereto (if applicable) and the dissemination and archiving rights set forth in paragraphs 3(b) and 3(c) of the TRP Addendum shall not apply.
- (h) If any Bloomberg TRP System Data is exported or otherwise removed from the TRP System ("Exported TRP System Data"), Customer will be required to enter into an agreement for Bloomberg's Datalicense product, including one or more schedule(s) thereto, as applicable (together, a "Datalicense Agreement"), and/or an agreement for Bloomberg index data ("Index Agreement"), which Datalicense Agreement or Index Agreement, as applicable, shall apply to such Exported TRP System Data, including the payment of any applicable fees. If there are any inconsistencies between this Schedule and a Datalicense Agreement or Index Agreement with respect to Exported TRP System Data, such Datalicense Agreement or Index Agreement shall apply.
- (i) If this Schedule is terminated pursuant to paragraph 5(b) or 5(d) of the TRP Addendum, then Customer shall pay all amounts set forth in paragraph 2(c) of the TRP Addendum through the date of termination in addition to a termination charge equal to 50% of the Fee for the balance of the Schedule Term.
- (j) As part of the billing process, Customer agrees to comply with Bloomberg's standard procedures for tax allocation that Bloomberg may implement from time to time, and if Customer fails to comply with such procedures, Customer agrees that Bloomberg is entitled to allocate invoices based on the limited information available to Bloomberg relating to the jurisdiction(s) where the Additional Services may be used.
- (k) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Additional Services will automatically be charged at Bloomberg's prevailing rates and Customer will be invoiced accordingly.
- (l) The charges payable hereunder do not include fees for exchange and third-party information services or applicable taxes. All applicable taxes, including, without limitation, sales tax, VAT, GST or similar taxes, shall be in addition to the charges for the Additional Services and shall be the responsibility of Customer. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the TRP Addendum.
- (m) If Customer subscribes to BQL for PORT Enterprise, Customer may (i) use the Desktop Delivery Mechanism in connection with the Additional Services to submit customized requests for PORT BQL Data or (ii) use the PORT BQL Managed Services; provided, however, that the number of PORT Enterprise Reports that Customer may generate to access via BQL for PORT

Enterprise shall not exceed fifty percent (50%) of the PORT Enterprise Reports Complexity Driver Cap. PORT BQL Data (other than Customer Data) shall remain subject to the Agreement, the Datafeed Addendum (if applicable), the TRP Addendum and this Schedule. Customer shall not request, download and/or distribute any "real-time" or fee-liable exchange or third-party data from the TRP System via the Desktop Delivery Mechanism or PORT BQL Managed Services. Customer shall ensure that (i) the Desktop Delivery Mechanism is accessed and/or used only by authorized employees of Customer, (ii) each such authorized employee has his or her own Bloomberg Anywhere subscription to the BLOOMBERG TERMINAL® service and is enabled to access the TRP System, (iii) all use of the Desktop Delivery Mechanism or the PORT BQL Data and all other data (other than Customer Data) transmitted through or used in connection with the Desktop Delivery Mechanism complies with the Agreement, the Datafeed Addendum (if applicable), the TRP Addendum and this Schedule, as applicable and (iv) the Desktop Delivery Mechanism is not accessed or used by any third party or in any manner inconsistent with Bloomberg's and its affiliates' policies and practices, or for any illegal purpose or in contravention of any applicable law, rule or regulation. **"Desktop Delivery Mechanism"** shall mean the desktop delivery mechanism(s) made available and/or supported by Bloomberg hereunder from time to time (which includes any delivery mechanism(s) to desktop applications). **"PORT BQL Data"** shall mean TRP Analytic Data provided under this Schedule delivered pursuant to Customer's customized request through the Desktop Delivery Mechanism or PORT BQL Managed Services. **"PORT BQL Managed Services"** shall mean a version of BQL for PORT Enterprise pursuant to which Bloomberg will submit requests for PORT BQL Data to create Reports in the Public Cloud using template(s) provided by Customer and deliver such Reports to Customer as set forth in the TRP Addendum.

- (n) Bloomberg and Customer agree that Bloomberg is not responsible for the operation, performance, maintenance or resilience of any Public Cloud provider's network and/or services (including, without limitation, scheduled or unscheduled downtime or maintenance or any impairment to the Services caused by the Public Cloud service features). Bloomberg may suspend, restrict or terminate the PORT BQL Managed Services in whole or in part and at any time (a) if required or instructed by the relevant Public Cloud provider or (b) in order to comply with applicable laws, regulations and contractual obligations, each as determined in Bloomberg's good faith judgment. **"Public Cloud"** means one of the following cloud computing and storage infrastructure services: Amazon Web Services, Microsoft Azure or Google Cloud. Bloomberg may identify additional public cloud services to be included as "Public Clouds" for purposes of this Schedule from time to time in its sole discretion. Bloomberg shall make available its current list of Public Clouds upon Customer's request.

### 3. ADMINISTRATION

- (a) Customer hereby authorizes the individual identified below or via such other mechanism(s) supported by Bloomberg from time to time to act as an administrator with respect to the Additional Services (each, an "Administrator"). The Administrator shall have the authority to designate the Permitted Users of the Additional Services. Customer shall ensure that each Permitted User has a subscription to the BLOOMBERG TERMINAL® service and is an employee of Customer. Customer shall limit access to the Additional Services to only those Permitted Users to whom Customer wishes Bloomberg to grant access. Customer shall be fully responsible for all use of the Additional Services by and through any individual that receives access to the Additional Services. If at any time a Permitted User is no longer associated with Customer or no longer has a subscription to the BLOOMBERG TERMINAL service, Customer shall immediately terminate such individual's access to the Additional Services.

PORT Enterprise Administrator Table			
UUID	Individual Administrator Name	Corporate Email	Corporate Phone Number

- (b) The Administrator may also have the authority to designate other Administrator(s), set the level of access of such Administrator(s), and/or set the level of access of Permitted Users including, without limitation, the ability to set the level of portfolio and reporting access of such Administrator(s) and/or Permitted Users. Customer may add or remove additional Administrators via the mechanism(s) and/or procedures supported by Bloomberg from time to time.
- (c) Customer represents, warrants and covenants to Bloomberg and its affiliates that: (i) each Administrator has and will maintain the authority to perform the functions of an Administrator with respect to the Additional Services, including the authority to designate Permitted Users, including all obligations and restrictions with respect to the use of the products and/or services ordered; (ii) Customer will be responsible for the acts of the Administrator(s); (iii) the person whose name and signature appears below is duly authorized by all necessary organizational action to appoint Administrators and to execute and deliver this Amendment; and (vi) Customer will notify Bloomberg of any change in the status of any Administrator.

### 4. FORM

This Schedule, including any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail or other electronic means, including via a website designated by Bloomberg by completing the procedures specified on that website. Any such electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Customer agrees that it has the ability to store the information delivered to Customer electronically such that it remains accessible to Customer in an unchanged form.

Agreed to by:  
**NATIONAL BANK OF SLOVAKIA**  
Company Name

Agreed to by:  
**BLOOMBERG FINANCE L.P.**  
By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Signature of Authorized Signatory

Title (Please type or print)

2025-02-05

2025-02-05

Date

Date

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**BLOOMBERG RISK SCHEDULE OF SERVICES**

**BLOOMBERG:** BLOOMBERG FINANCE L.P.  
**CUSTOMER:** NATIONAL BANK OF SLOVAKIA

**ORDER DATE:** 22-Dec-2024

**ACCOUNT No:** 263940

**ORDER No:** 27519806

**EQUIPMENT ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

**BILLING ADDRESS:**  
NATIONAL BANK OF SLOVAKIA  
IMRICHA KARVASA 1

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

BRATISLAVA 813 25  
(City) (State/Province) (Postal Code)  
Slovakia

**CUSTOMER CONTACT:**

**BILLING CONTACT:**

**Bloomberg and Customer are parties to a BLOOMBERG AGREEMENT, Number 97632 (the "Agreement") and the Bloomberg Treasury Management, Risk Analytics and Portfolio Analysis Addendum thereto (the "TRP Addendum"), which sets forth the terms and conditions under which Bloomberg provides the Additional Services described therein. Capitalized terms that are used but not defined herein have the meanings stated in the TRP Addendum.**

Type of Additional Services	Instrument Point Cap	Supplementary Analytics Cap	Report(s) and Frequency Cap	Monthly Unit Price
Total				
PO#				

**TERMS AND CONDITIONS**

**1. Definitions**

- "Instrument" shall mean a unique instrument that is uploaded or entered into the TRP System.
- "Instrument Points" shall mean the sum of (i) the number of Instruments categorized by Bloomberg (in its sole discretion) as vanilla, (ii) the number of Instruments categorized by Bloomberg (in its sole discretion) as non-vanilla multiplied by four (4) and (iii) the number of Instruments categorized by Bloomberg (in its sole discretion) as complex multiplied by thirty (30).
- "Material Change" shall mean any access to and/or use of the Additional Services in connection with any new desk, division, business line, acquisition, merger or access and/or use by any entity other than Customer that will result in an increase in the number of Instrument Points exceeding the maximum number of permitted Instrument Points for any Additional Service.
- "Material Overage" shall mean any use of the Additional Services whereby the number of Instrument Points on which analytics are performed for any Additional Services materially (as determined by Bloomberg in its sole discretion) exceeds the maximum number of Instrument Points permitted for such Additional Services set forth on the table above.

- (e) "Model Documentation" shall mean technical, methodology, calculation and/or model validation documentation related to the Additional Services.
- (f) "Region" shall mean the Americas, Europe (including the Middle East and Africa), and Asia (including Australia, New Zealand and the Pacific Islands) (as applicable) in which there are users (as determined by Bloomberg in its sole discretion).
- (g) "Scenario" shall mean a calculation based on Permitted User-controlled market attributes for a particular Instrument.

## 2. Additional Services

- (a) The term "TRP System" in the TRP Addendum shall include access to the materials, products and services provided by Bloomberg and/or its affiliates in connection with this Bloomberg Risk Schedule of Services (this "Schedule"). The Schedule Term is as set forth in the TRP Addendum.
- (b) If Bloomberg or its affiliates provide any Model Documentation to Customer, Customer shall use such Model Documentation for its internal business purposes only in connection with its evaluation of the Additional Services. Customer shall not distribute, disclose, transfer, or otherwise make available the Model Documentation, or any part thereof, to any third party.
- (c) To receive the materials, products and services provided under this Schedule, Customer is required to subscribe to MARS Pricing Library and pay the MARS Pricing Library Fee corresponding to the maximum number of Instrument Points permitted for any Additional Services hereunder.
- (d) Customer shall be entitled to use MARS Market Risk Standard to: (1) run analytics and disseminate batch Reports on the frequency set forth above for MARS Market Risk on the number of Instruments that have an aggregate Instrument Points value that does not exceed the number of Instrument Points set forth under the "Instrument Point Cap" column on the table above for MARS Market Risk Standard; (2) run up to 300 Scenarios on each unique Instrument (each additional group of 300 Scenarios for that Instrument shall be counted as a separate unique Instrument); and (3) run up to 5,000 Simulations (as defined below) each day for each unique Instrument at no additional cost (each additional band of up to 5,000 Simulations shall be deemed to be an additional unique Instrument for purposes of determining the number of Instruments on which analytics are performed). A "Simulation" shall mean a valuation, which is based on a TRP System-generated set of market inputs, used to calculate analytics.

## 3. Fees and Additional Terms

- (a) Customer shall pay to Bloomberg (i) the fees indicated above (collectively, the "Fee") for the Additional Services and (ii) any Additional Data Fees, in each case together with any applicable taxes, assessments, fees or penalties in respect of the Additional Services.
- (b) If this Schedule is terminated pursuant to paragraph 5(b) or 5(d) of the TRP Addendum, then Customer shall pay all amounts set forth in paragraph 2(c) of the TRP Addendum through the date of termination in addition to a termination charge equal to 50% of the Fee for the balance of the Schedule Term.
- (c) The Fee commences the day this Schedule is accepted by Bloomberg and shall be invoiced quarterly in advance. All amounts displayed on this Schedule are in U.S. dollars. To the extent permitted by law, Bloomberg may send and Customer agrees to receive invoices via electronic mail. As part of the billing process, Customer agrees to comply with Bloomberg's standard procedures for tax allocation that Bloomberg may implement from time to time, and if Customer fails to comply with such procedures, Customer agrees that Bloomberg is entitled to allocate invoices based on the limited information that may be available to Bloomberg relating to the jurisdiction(s) where the Additional Services may be used. Any Fee increases in accordance with paragraph 5(a) of the TRP Addendum shall take effect as specified therein notwithstanding the issuance of a Schedule setting forth the then-current Fee. In addition, Bloomberg shall have the right to notify Customer no less than 60 days prior to the end of each Schedule Term that the Fee for any Additional Service(s) shall be increased during the following Schedule Term based on Customer's use of the Additional Service(s) during the then-current Schedule Term.
- (d) In the event of a Material Overage during a Schedule Quarter with respect to the number of Instrument Points on which analytics are performed for any Additional Services, Bloomberg shall have the right to commence charging Customer its then prevailing rate for such Additional Service (including, if applicable, the related MARS Pricing Library Fee) corresponding to the highest number of Instrument Points used by Customer during such Schedule Quarter and this Schedule and Customer's subscription(s) shall be deemed to be amended accordingly. "Schedule Quarter" shall mean each three-month period throughout the Schedule Term (beginning on the Schedule Effective Date).
- (e) Customer shall provide Bloomberg prior written notice of each Material Change, which Material Change remains subject to Bloomberg's consent. Each such notice related to a Material Change shall include Customer's good faith estimate of the Instrument Points on which analytics will be performed following such Material Change ("Estimated Measurement"). If the Estimated Measurement exceeds the maximum number of permitted Instrument Points for any Additional Services, then Bloomberg shall have the right to commence charging Customer its then-prevailing rates with respect to such Estimated Measurements for such Additional Service (including Pricing Library, if applicable), in each case, beginning as of the billing period start date covered by the first invoice issued after the notice provided by Customer and this Schedule and Customer's subscription(s) shall be deemed to be amended accordingly. If other fees become payable as set forth herein, then Bloomberg shall have the right to recalculate any applicable fees billed in advance to account for such changes and to adjust the invoices

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for the Additional Services accordingly. Customer shall pay all fees invoiced hereunder, which shall be included in the "Fee" payable under this Schedule.

- (f) All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Additional Services, if applicable, will automatically be charged at Bloomberg's prevailing rates and Customer will be invoiced accordingly.
- (g) The charges payable hereunder do not include fees for exchange and third-party information services or applicable taxes. All applicable taxes, including, without limitation, sales tax, VAT, GST or similar taxes, shall be in addition to the Fee or other charges for the Additional Services and shall be the responsibility of Customer. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the TRP Addendum.
- (h) Only Permitted Users in the Region associated with the Equipment Address specified in this Schedule and, if Customer subscribes for additional Regions as set forth above, Permitted Users in such additional Region(s) agreed to by Bloomberg and Customer from time to time shall be permitted to access the Additional Services provided hereunder. Upon each renewal of the Schedule Term of this Schedule, the list of Regions for such renewal period shall be updated according to Bloomberg's then-current prevailing rates and policies and this Schedule shall be deemed to be amended accordingly.
- (i) Notwithstanding anything in the TRP Addendum to the contrary, if Customer is a custodian, prime broker, fund administrator or any other service provider, then Permitted Users may not distribute Reports to Customer's customers or prospective customers without Bloomberg's prior written consent.
- (j) The Additional Services were developed, compiled, prepared, revised, selected and arranged by Bloomberg and others (including certain third-party information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, creativity, effort and money and constitute valuable intellectual property and trade secrets of Bloomberg and such others. As between Bloomberg and Customer, title to copyrights and other intellectual property rights in the intellectual property and all other embodiments of the Additional Services shall at all times be and remain vested in Bloomberg and Customer shall not gain any rights to the same. If Customer is deemed to have any rights to any part of the Additional Services it hereby irrevocably assigns to Bloomberg and its affiliates all right, title and interest in and to the same and agrees to execute any and all documents deemed appropriate by Bloomberg or its affiliates to effect a complete transfer of ownership of all rights worldwide. Bloomberg provides the Additional Services as an independent contractor, not as an employee of Customer. Nothing in the Addendum or this Schedule is intended to construe the existence of a partnership, joint venture, or agency relationship between Customer and Bloomberg. This paragraph 3(j) shall survive termination of this Schedule and/or the TRP Addendum.

#### 4. Form

This Schedule, including any modifications, waivers or notifications relating thereto, may be executed and delivered by electronic mail or other electronic means, including via a website designated by Bloomberg by completing the procedures specified on that website. Any such electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Customer agrees that it has the ability to store the information delivered to Customer electronically such that it remains accessible to Customer in an unchanged form.

Agreed to by:

**NATIONAL BANK OF SLOVAKIA**

Company Name

Agreed to by:

**BLOOMBERG FINANCE L.P.**

By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

Signature (Duly authorized signatory, officer, partner or proprietor)

Name (Please type or print)

Title (Please type or print)

2025-02-05

Date

Signature of Authorized Signatory

2025-02-05

Date

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