



Identifikátor: KUMSX02S3W5L

MORAVSKOSLEZSKÝ KRAJ - IGAŘSKÝ ÚRAK		
ČÍSLO SMLUVY (DODATKU) -5-		
01547	2006	KR 14
poř. číslo	rok	zkr. odb.

**AMENDMENT TO THE
REQUESTED RATING AGREEMENT dated 29. 8. 2006
(as amended)**

made on 2023

between:

(A) Moody's Deutschland GmbH
with its registered office at An der Welle 5, 60322
Frankfurt am Main, Germany
Company Number: HRB 33863

acting through

Moody's Deutschland GmbH, odštěpný závod,
ID No.: 07651341,
registered in the Commercial Register held with the
Municipal Court in Prague, Section A, File No.
78976,
with its registered office at Pernerova 691/42,
Karlín, 186 00 Prague 8, the Czech Republic
("Moody's"),

Moody's became party to the Agreement (as
defined below) by operation of law as a result of (i)
transfer of enterprise of Moody's Central Europe
a.s. as of 1 June 2010, (ii) transfer of enterprise of
company Moody's Investors Service Limited
operating in the Czech Republic through a branch
Moody's Investors Service Limited, organizační
složka, ID no.: 246 56 399, as of 2 January 2015,
and (iii) transfer of enterprise of company
MOODY'S INVESTORS SERVICE EMEA
LIMITED operating in the Czech Republic through
a branch Moody's Investors Service EMEA Limited,
odštěpný závod, ID no.: 030 93 859, as of 29 March
2019

and

(B) Moravskoslezský region,
with its registered office at 28. října 117, 702 18
Ostrava, the Czech Republic,
ID No.: 708 90 692, VAT No. CZ70890692,
represented by prof. Ing. Ivo Vondrák, CSc.,
Governor,
(the "Issuer"; together with Moody's the "Parties"),

(the "Amendment")

WHEREAS

**DODATEK KE
SMLouvĚ O PŘÍDĚLENÍ RATINGU ze dne 29. 8. 2006
ve znění pozdějších**

ze dne 2023

uzavřeny mezi

(A) Moody's Deutschland GmbH,
se sídlem 60322 Frankfurt am Main, An der Welle 5,
Spolková republika Německo,
reg. č.: HRB 33863,

jednající prostřednictvím své organizační složky

Moody's Deutschland GmbH, odštěpný závod,
IČO: 07651341,
zapsané v obchodním rejstříku vedeném Městským
soudem v Praze, oddíl A, vložka 78976,
se sídlem Pernerova 691/42, Karlín, 186 00 Praha
8, Česká republika
("Moody's")

Moody's se stala stranou Smlouvy ze zákona v
důsledku (i) převodu podniku společnosti Moody's
Central Europe a.s., a to k 1. červnu 2010, (ii)
převodu závodu společnosti Moody's Investors
Service Limited podnikající v České Republice
prostřednictvím Moody's Investors Service Limited,
organizační složka, IČO: 246 56 399, a to ke dni 2.
ledna 2015, a (iii) převodu závodu společnosti
MOODY'S INVESTORS SERVICE EMEA
LIMITED, podnikající v České Republice
prostřednictvím Moody's Investors Service EMEA
Limited, odštěpný závod, IČO 030 93 859, a to ke
dni 29.3.2019,

a

(A) Moravskoslezský kraj,
se sídlem 28. října 117, 702 18 Ostrava, Česká
republika,
IČ: 708 90 692, DIČ: CZ70890692,
zastoupený prof. Ing. Ivo Vondrákem, CSc.
hejtmanem
(dále jen "Emitent" a společně se společností
Moody's dále jen "Strany"),

("Dodatek")

VZHLEDEM K TOMU, ŽE:

Prosíme, nezasi/ejte ani nezpřístupňujte tento Dodatek, Smlouvu nebo sazebník žádnému z členu analytického týmu podlejšího se na procesu ratingového hodnocení (včetně manaíeru). Veskere komunikace a dokumenty ve vztahu tomuto Dodatku, Smlouve a sazebníku musí být adresovány oddelení společnosti Moody's pro vztahy s emitenty.

Please do not send or disclose this Amendment, Agreement or the Fee Schedule to any member of the analytic team involved in the rating process (including managers). All communications and documents with respect to this Amendment, Agreement and the Fee Schedule must be addressed to Moody's Issuer Relations team.

- (1) The Parties are party to an agreement for rating services dated on or around 29 August 2006 (such agreement, as may be amended from time to time including by way of an amendment agreement, the "**Agreement**").
- (2) In accordance with Clause 1 of the Agreement and Clause 7 of the Terms, the Issuer has agreed to pay Moody's fees in the amount set out in the appendix to the Agreement designated as Issuer Rating Fee Schedule for Sub sovereigns (the "**Fee Schedule**").
- (3) The Parties intend to modify the Agreement in connection with the amount of the Annual Fee through this Amendment;
- (4) The capitalized terms used and not defined in this Amendment have the meaning given to them in the Agreement

THE PARTIES AGREE as follows:

1. MODIFICATION OF THE AGREEMENT

The Agreement and the Fee Schedule, as amended by previous amendments, shall be modified as follows:

- 1.1 With effect from 1 June 2023, the Fee Schedule shall be replaced by Moody's standard EMEA PPIF PIP SubSov EUR fee schedule (the "**PIP Fee Schedule**"), the current version of which is appended to this Amendment.
- 1.2 Notwithstanding anything to the contrary in the PIP Fee Schedule, the Annual Fee (Public Credit Rating / Private Monitored Rating) (Long-Term & Short-Term Issuer Rating) in respect of the periods commencing (i) 1 June 2023 up to and including 31 May 2024 ("**Year 1**"); (ii) 1 June 2024 up to and including 31 May 2025 ("**Year 2**"); and (iii) 1 June 2025 up to and including 31 May 2026 ("**Year 3**") shall be as follows:

	Annual Fee (€)
Year 1	
Year 2	
Year 3	

- 1.3 For the avoidance of doubt, all other applicable fees shall be as set out in Moody's then current PIP Fee Schedule.

2. GENERAL AND FINAL PROVISIONS

Prosíme, nezasi/ejte ani nezpffstupnujte tento Dodatek, Smlouvu nebo sazebník zadnému z clenu analytického týmu podflejfcího se na procesu ratingového hodnocení (včetně manaíeru). Veskere komunikace a dokumenty ve vztahu tomuto Dodatku, Smlouve a sazebníku musí být adresovány oddelení společnosti Moody's pro vztahy s emitenty.

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- (1) Smluvní strany jsou smluvními stranami smlouvy o ratingových službách ze dne 29. srpna 2006 nebo kolem tohoto data (tato dohoda může být čas od času změněna formou dohody o dodatku, „Dohoda“).
- (2) V souladu s čl. 1 Smlouvy a čl. 7 Podmínek se Emitent zavázal Moody's zaplatit poplatky ve výši stanovené v příloze |Smlouvy nazvané Ratingové poplatky Emitenta – územního samosprávného celku („**Příloha Poplatků**“).
- (3) Strany mají v úmyslu změnit Smlouvu v souvislosti s výší ročního poplatku, a to prostřednictvím tohoto Dodatku;
- (4) Pojmy použité v tomto Dodatku s velkým počátečním písmenem, které nejsou v tomto Dodatku definovány, mají význam, který je jim přidělen ve Smlouvě.

STRANY SE DOHODLY na následujícím:

1. ZMĚNA SMLOUVY

Smlouva a Příloha Poplatků, ve znění pozdějších dodatků, se mění následovně:

- 1.1 S účinností od 1. června 2023 se ruší Příloha Poplatků a je nahrazena aktuálním sazebníkem Moody's pro veřejný sektor EMEA Public Sector Europe PIP EURO („**PIP Sazebník**“), jejíž aktuální znění tvoří přílohou tohoto Dodatku.
- 1.2 Bez ohledu na ustanovení bodu 3.A. PIP Sazebníku (Veřejný úvěrový rating – rating emitenta) bude položka Rating emitenta – poplatek (Dlouhodobý – roční) pro období od (i) 1. června 2023 do 31. května 2024 včetně („**1. rok**“); (ii) 1. června 2024 do 31. května 2025 včetně („**2. rok**“); a od (iii) 1. června 2025 do 31. května 2026 včetně („**3. rok**“) následující:

	Roční poplatek(€)
1. rok	
2. rok	
3. rok	

- 1.3 Pro vyloučení veškerých pochybností se Strany dohodly, že výše všech ostatních poplatků se stanoví automaticky vždy podle v té době aktuálního PIP Sazebníku.

2. USTANOVENÍ SPOLEČNÁ A ZÁVĚREČNÁ

- 2.1. This Amendment becomes valid upon its publication pursuant to the Clause 2.3 of this Amendment following its execution by both Parties.
- 2.2 In case of any discrepancy between the Agreement and this Amendment, this Amendment shall prevail. Save for the modifications expressly made in this Amendment, the Agreement remains unaffected.
- 2.3 This Amendment together with the Agreement shall be published in the register of contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts) and the Issuer shall ensure its publication to the necessary extent required by applicable law. The Agreement shall be published only after its anonymization only to the necessary extent required by applicable law. For avoidance of doubt, Moody's protects as its trade secret the Fee Schedule and the PIP Fee Schedule. Therefore, only the total sum of Moody's remuneration under this Amendment will be published for the purpose of the Act on the Register of Contracts, not the Fee Schedule or the PIP Fee Schedule. Publishing and adjusting the agreement for publication shall be ensured by the Issuer.
- 2.4 This Amendment has been executed in two counterparts of which each of Moody's and the Issuer retain one counterpart. English language version of this Amendment shall prevail.
- 2.5 This Amendment and any contractual or non-contractual obligations arising from or connected to it shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.
- 2.1 Tento Dodatek nabývá účinnosti okamžikem jeho zveřejnění podle článku 2.3 tohoto Dodatku poté, co byla podepsána oběma Stranami.
- 2.2 V případě jakéhokoli rozporu mezi Smlouvou a tímto Dodatkem má přednost tento Dodatek. S výhradou změn výslovně učiněných v tomto Dodatku zůstává Smlouva nedotčena.
- 2.3 Tento Dodatek společně bude společně se Smlouvou uveřejněn v registru smluv podle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv) a její zveřejnění v nezbytném rozsahu požadovaném zákonem zajistí Emitent. Smlouva bude uveřejněna po anonymizaci pouze v nezbytném rozsahu požadovaném zákonem. Pro vyloučení pochybností, společnost Moody's považuje za své obchodní tajemství Přílohu poplatků a PIP Sazebník. Z tohoto důvodu bude pro účely zákona o registru smluv publikována pouze celková částka odměny společnosti Moody's podle Dodatku, nikoli Přílohu poplatků nebo PIP Sazebník. Uveřejnění a úpravu smlouvy pro uveřejnění zajistí Emitent.
- 2.4 Tento Dodatek byl vyhotoven ve dvou stejnopisech, z nichž jak společnost Moody's, tak Emitent obdrží po jednom. Anglické znění tohoto Dodatku má přednost.
- 2.5 Tento Dodatek a jiné smluvní či mimosmluvní závazky, které z něho vyplývají či s ním souvisejí, se budou řídit a vykládat v souladu s anglickým právem a podléhají výhradní příslušnosti anglických soudů.

On/dne 29/5/23 in/v PRAGUE

Moody's Deutschland GmbH (MOODY'S)
acting through

Moody's Deutschland GmbH, odštěpný závod Praha
Moody's Deutschland GmbH
odštěpný závod
Pernerova 691/42, 186 00
Prague 8, Czech Republic
IČO: 27951911, DIČ: CZ27951911

On/dne - 6 .06. 2023 in/v OSTRAVĚ

Moravskoslezský kraj



Prosíme, nezasi/ejte ani nezpřístupujte tento Dodatek, Smlouvu nebo sazebník zadnému z členu analytického týmu podílejícího se na procesu ratingového hodnocení (včetně manažerů). Veskere komunikace a dokumenty ve vztahu tomuto Dodatku, Smlouve a sazebníku musí být adresovány oddělení společnosti Moody's pro vztahy s emitenty.

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Doložka platnosti právního jednání
dle ust. § 23 zákona č. 129/2000 Sb.,
o krajích (krajské zřízení),
ve znění pozdějších předpisů:
Předmět smlouvy byl schválen
usnesením rady kraje č. 68/5122...
ze dne 22. 5. 2023.....



RATING FEE GUIDE

2023 EMEA Sub-Sovereign

SUMMARY OF PER ISSUE PRICING - EUR

Moody's Investors Service (MIS) Customer Commitment

We value you as a customer and seek to provide you with the highest quality of analysis, expertise, professionalism and service.



An experienced team



A clear process



A transparent assessment



A proactive and continuing engagement



Timely research

2023 EMEA PPIF PIP SubSov EUR

1. INITIAL FEES

Type	One-Time Fee
Indicative Rating	
Type	Initial Fee
Public Credit Rating / Private Monitored Rating	
Long-Term & Short-Term Issuer Rating	
Long-Term & Short-Term Medium-Term Note (MTN) Program Rating	
Commercial Paper Rating	

2. MONITORING FEES

Type	Annual Fee
Public Credit Rating / Private Monitored Rating	
Long-Term & Short-Term Issuer Rating	
Long-Term & Short-Term Medium-Term Note (MTN) Program Rating	
Bonds Ratings Only	
Bank Loans Only	
Commercial Paper Rating	

3. ISSUANCE & ACTIVITY FEES

Type	Portion of Each Issuance Tranche	Per Issue Fee
Standard Bond Rating		
Complex Bond Rating		
Type		
Medium-Term Note (MTN) Program / Drawdowns		
Shelf Drawdowns		
Private Placements		
Type		
Bank Loan Rating		
Bank Loan Amendment Fee		

4. OTHER RELATED FEES

Type	Initial Fee	Annual Holding / Refresh Fee
Credit Estimates		
Type		
Break-Up Fee (Prior to Assignment of Rating or RAC)		
Postponed or Cancelled Fee (Termination After Assignment of Ratings)		
Rapid Turnaround Fee		
Rating Agency Conditions (RAC) Fee		
Additional Fee for 3rd Party Service Providers / Out-of-Pocket Expenses		

Taxes

All fees and all relevant caps are exclusive of VAT, GST, HST, Business Tax, Excise Tax, Consumption or other similar sales or use taxes, levies and charges of any kind whatsoever. For US applicants, all fees and relevant caps are exclusive of Federal income tax, State and Local income and capital based tax, Sales and Use taxes, Withholding tax, Business Tax, Excise Tax or all other similar levies, license, permit fees and charges of any kind whatsoever. In the event that Moody's is required by law to invoice for any such tax, levy or charge (an "Invoiced Tax") with respect to Moody's services hereunder, the applicant shall pay Moody's the amount of such Invoiced Tax upon invoice in addition to the invoiced fees. In the event that the fees are consideration for a supply which is subject to any such form of taxation or equivalent, the relevant fees shall be increased to compensate Moody's for any such taxation it is liable to pay or otherwise account for to any tax authority to the extent permissible under relevant law, but the amount of any such increase for taxes will not count towards any of the relevant caps. Where the applicant is responsible for accounting for and paying any VAT, GST, HST, Business Tax, Excise Tax, Consumption or all other similar sales or use taxes, levies, license, permit fees and charges of any kind locally, including those taxes described above as required for US applicants, the fees payable to Moody's will not be affected, being exclusive of such taxes, and the applicant shall pay any and all such taxes directly to the relevant authority.

General

This summary is intended as a guide. For full details of Moody's fees, please refer to the applicable rating application. Moody's reserves the right to vary its standard pricing in certain circumstances in accordance with its pricing policies and procedures. Please contact the Relationship Management Team for further details.

MIS reviews its standard fees at least annually, and our costs are a key driver in our fee setting process. Fee increases and adjustments take into account our investments in personnel, systems, products and/or services to enhance the quality of the service that we deliver to you and the products that we offer. Our standard fees are designed to enable us to treat similar customers in a similar manner and are not linked to the level of the credit rating issued or on any other result or outcome of the work performed.

MIS Global Pricing Programme Eligibility Guidelines

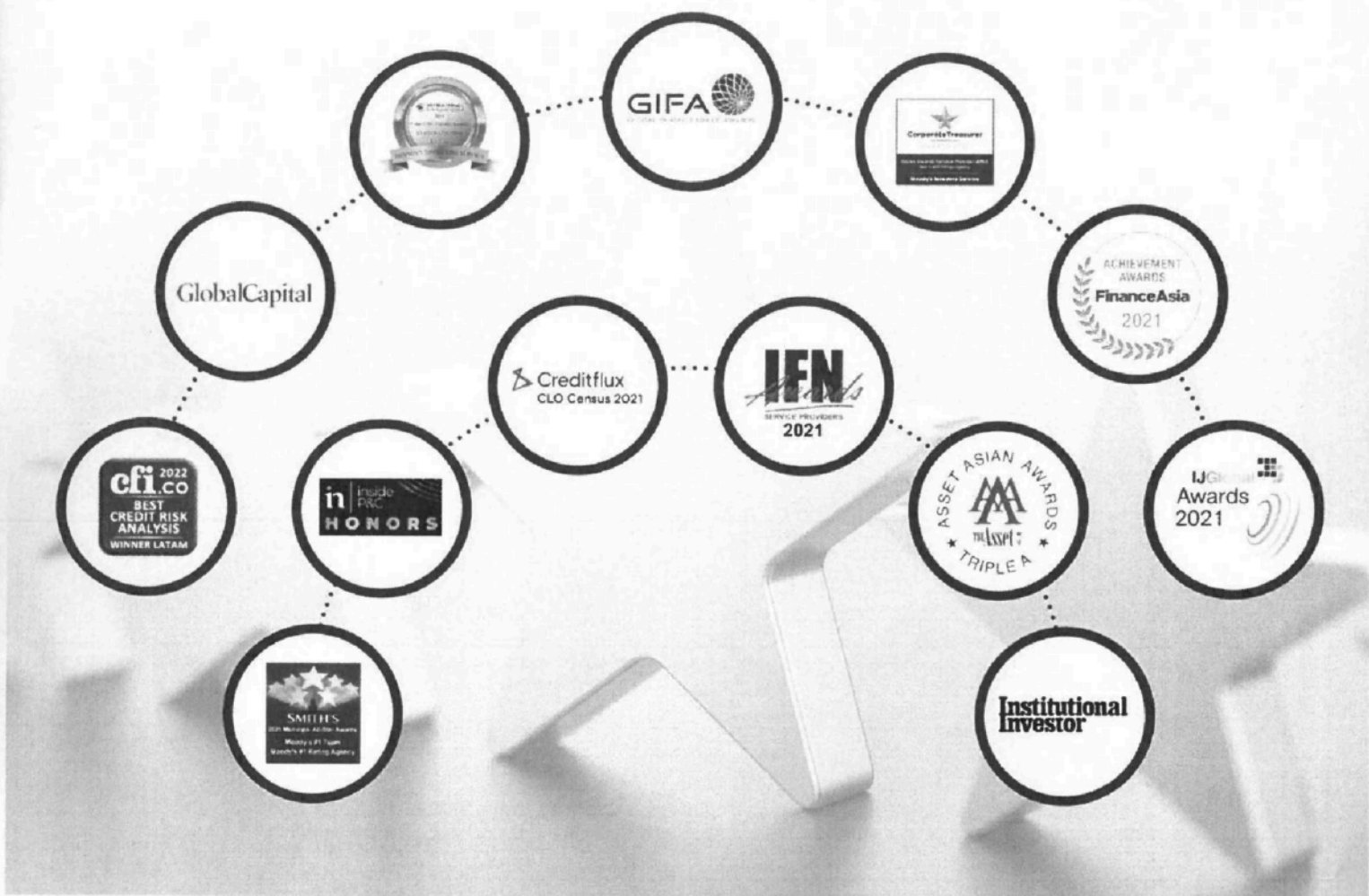
Moody's Investors Service (MIS) offers a Per Issue Pricing (PIP) programme to all new and existing customers for credit rating services. Certain customers* may qualify for other pricing programmes: Frequent Issue Pricing (FIP) or Universal Frequent Issue Pricing (UniFIP). These programmes are available to existing customers with public ratings meeting certain eligibility criteria.

Eligibility criteria to qualify for these pricing programmes include: (1) the issuer has been rated by Moody's for at least 3 years, and (2) minimum volume and frequency of Moody's rated issuance during the last 3 years (for FIP: 4 times and US\$ 4B (or equivalent) per year, for UniFIP: 8 times and US\$ 8B (or equivalent) per year).

Eligibility criteria to continue under these pricing programmes: the issuer has issued any Moody's rated debt over the last 3 years.

Please contact Moody's Relationship Management team for further details.

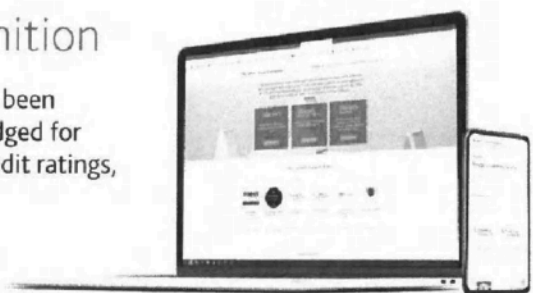
(* Customer refers to an individual issuer or group of issuers that are part of the same billing family. FIP and UniFIP are not available to US Public Finance customers, and these pricing programs do not cover Insurance Financial Strength (ex EMEA FIP), Covered Bonds, Structured Finance or Project Finance Transactions, private ratings or other permissible services.



Awards & Recognition

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To view our awards, please visit awards.moody's.io



Have questions?

Connect with a Relationship Manager to answer your questions about Moody's ratings process.

Please visit moody's.io/contacts-emea

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