

» EQS LEI MANAGER «

Terms and Conditions of EQS Group AG for the Internet Portal <https://www.lei-manager.com>

§ 1 Contractual object

The Legal Entity Identifier (LEI) is a unique identifier for legally independent companies. The LEI is registered by EQS Group AG, in accordance with the requirements of the Global Legal Entity Identifier Foundation (GLEIF), and with the international ISO standard 17442 and the current guidelines of the Financial Stability Board (FSB) and the Regulatory Oversight Committee (ROC). The LEI is accordingly transferred to the Global Legal Entity Identifier System (GLEIS).

The purpose of the LEI procedure is to provide a method for the clear identification of legally independent companies in order to promote transparency in the financial markets and to enable improved risk assessment in the framework of financial transactions.

EQS Group AG assigns LEI identification to legally independent companies at www.lei-manager.com. The EQS LEI Manager also provides a publicly visible and searchable register (LEI register) which lists the LEI identifiers of registered companies.

§ 2 Application and granting of the LEI

In order to apply for an LEI, system registration in the EQS LEI Manager is required. After passing through an authentication process and the conclusion of a service agreement, the LEI service recipient (legal entity/applicant/users) is activated for the LEI application. The documents required for authentication are available for download in the EQS LEI Manager. In accordance with the purpose of the LEI procedure – the clear identification of legally independent companies pursuant to LEI standard ISO 17442 – the EQS LEI service is not intended for natural persons, but only for legally established companies pursuant to LEI standard ISO 17442 (such as corporations and investment funds).

§ 3 Obligation of the LEI service recipient (legal entity/applicant/user)

The LEI service recipient undertakes to (i) provide correct and complete information in accordance with the requirements of the GLEIF, (ii) provide timely notification of any changes that may or may have an actual or potential impact on the LEI or the data of the company in question, as well as to (iii) undergo the annual review and confirmation of the validity of the data (so-called „revalidation“).

In the case of non-successful revalidation, the LEI status is set to „lapsed“. The company can then no longer be LEI listed until a revalidation has been successfully carried out and the LEI has been reactivated and the status has been changed to „issued“.

Each company may have only one LEI. The LEI service recipient hereby undertakes not to apply for another LEI for the same company at another Local Operating Unit (LOU) or at EQS Group AG. The LEI service recipient hereby confirms that the company does not have an LEI and has not requested an LEI elsewhere.

The LEI service recipient undertakes to transmit, confirm or change data in the EQS LEI Manager only through authorised persons. The service recipient is solely responsible for the correctness of data entered in the name of the LEI service recipient using his identification and password. Proof that the person applying for the LEI is entitled to act for the entity shall, if the authorisation is not available from public registers, be carried out by official authentication of the power of attorney.

EQS Group AG will use the data transmitted by the LEI service recipient or its authorised representative as intended and shall pass it on to the GLEIF.

§ 4 Contract conclusion and term of contract / notice period

By submitting an application for an LEI, the LEI service recipient confirms the inclusion of these general terms and conditions in the contract concluded with EQS Group AG for an undefined period. Deviating, contradictory or supplementary general terms and conditions will not form part of this contract, even where knowledge of such exists, unless their validity is expressly agreed in writing by EQS Group.

In the case of a conflict between these general terms and conditions and additional conditions agreed individually between the parties, the additional conditions in individual cases have priority.

The agreement shall terminate automatically if EQS Group AG or the company concerned ceases to exist as an independent legal entity.

The agreement shall terminate automatically, with immediate effect and without any liability of EQS Group AG for damages caused by such a termination at the time at which the agreement, with regard to the appointment of EQS Group AG as LOU with GLEIF, is terminated. EQS Group AG will promptly notify the LEI service recipient in a suitable manner.

The agreement can be terminated by both parties at any time, if (i) the company's LEI is transferred to another LOU or to the GLEIF, (ii) the company loses its status as an independent legal entity, (iii) if the company in question is deprived of an LEI in the course of revalidation because of non-fulfilment of the related conditions.

An extraordinary termination without notice is possible for both parties in the event of a serious or persistent breach of contractual obligations.

§ 5 Challenges by third parties

The LEI service recipient acknowledges and is aware that its LEI and the 'Legal Entity Reference Data' (LE-RD) will be published. He also acknowledges and is aware that the GLEIS provides the possibility that third parties will challenge it if they consider this data to be incorrect.

The LEI service recipient hereby undertakes to immediately react to corresponding notices and inquiries and to immediately verify or correct the allegedly erroneous data.

§ 6 Prices/Payments

For the initial application for an LEI with the EQS LEI Manager, the annual extension of the LEI as well as updates/changes to the legal entity data, the LEI service recipient undertakes to make payments in accordance with the current price list (<https://lei-manager.com/price>). All prices are subject to the statutory value-added tax. Per the GLEIF guidelines, the LEI is issued in accordance with a „cost recovery model“ (see also www.gleif.org). EQS annually assesses whether the prices are cost-effective and reserves the right to adjust these if necessary, but at most once a year.

The payments are due immediately after the application for the respective service and are payable in full for any reason whatsoever, irrespective of the actual term of the LEI.

The LEI service recipient shall be in default, even without a reminder, if he does not pay the due amount within [ten] calendar days from [receipt of invoice]. It is important that this amount is received by EQS Group AG within this period at the account specified in the invoice.

In the event of default, EQS Group AG is entitled to demand interest of 9% above the respective base rate. Further, EQS Group AG also reserves the right to assert a higher charge for damage caused by default.

The LEI service recipient may only offset claims of EQS Group AG with undisputed or legally established counterclaims. The LEI service recipient may only exercise a right of retention if his counterclaim is based on the same contractual relationship. The assignment of claims by the LEI service recipient against EQS Group AG to third parties is excluded.

§ 7 Availability / force majeure

The EQS LEI Manager is used to provide information on the legal identity of legally independent companies for which an LEI has been registered and is also made available to the public by EQS Group AG. The LEI, accessible via the EQS LEI Manager and the corresponding information on this, are designed according to ISO 17442 and the guidelines of the FSB or the ROC as so-called Open Source Data, and can be used freely by the public for information purposes or disclosure. Use of the contents listed in the LEI register for unpaid and unrestricted availability to third parties is therefore permitted for the above-mentioned information without requiring licensing by EQS Group AG. Linking to or integration of the EQS LEI Manager or the presentation of comparable or similar information products to the LEI in internet offers is prohibited without the prior consent of EQS Group AG.

EQS Group AG is striving to make the EQS LEI Manager continuously available as far as technically feasible. However, for technical reasons, there can be no claim to uninterrupted availability of the services of EQS Group AG.

Force majeure and unpredictable events which are not the responsibility of EQS Group AG and which require the hiring or restriction of the operation of the EQS LEI Manager shall, until the time of resolution of the force majeure or unforeseeable event, release EQS Group AG from provision of the EQS LEI Manager. Any deadlines shall be extended during the event described or its persisting effects. Force majeure is the result of fire, strike, lock-out, technical problems such as the computer system (e.g. network breakdown) and other circumstances which are not the responsibility of EQS Group AG. The liability of EQS Group AG is excluded for damages resulting from force majeure or its related events.

§ 8 Supply / guarantee / liability

All information in the EQS LEI Manager is based on the LEI and related information stored in the databases of EQS Group AG and the GLEIF. The provision and reproduction of this information in the EQS LEI Manager takes place with the greatest possible care. However, EQS Group AG cannot provide any guarantee for the continuous, unrestricted compliance with the respective current requirements of the standard, related directives or for the correctness, topicality and completeness of the LEI and related information. As soon as errors are detected in the EQS LEI Manager, they are immediately corrected to the extent possible by EQS Group AG. Further claims shall be excluded. Provision and access to the EQS LEI Manager occurs under exclusion of a guarantee regarding its content. The use made of the available content is the sole responsibility of the respective user.

In the case of wilful intent and gross negligence, including of legal representatives and vicarious agents, EQS Group AG and the LEI service recipient shall be liable in accordance with the statutory provisions. The same applies to damages caused to life, body or health, in case of damages caused by the absence of a guaranteed condition, or in the case of fraudulently concealed defects. In the event of material and property damage negligently caused by EQS Group AG or the LEI service recipient, their legal representatives or vicarious agents, liability shall be restricted to cases of breach of a material contractual obligation, limited to the foreseeable and contract-type damage. Essential contractual obligations are such duties whose fulfilment essentially enables the due and proper execution of a contract and the compliance with which the contractual parties may rely upon. Liability under product liability law remains unaffected. Otherwise, the liability of EQS Group AG and the LEI service recipient is excluded.

§9 Modifications

The EQS LEI Manager as well as all related services are provided by EQS Group AG according to the respective development level taking into account the current requirements of ISO 17442 and the current guidelines of the FSB, the GLEIF and the ROC. The EQS LEI Manager reserves the right to discontinue provision of the EQS LEI Manager (in particular, when the LEI is transferred to the GLEIS system), or to modify the nature, content and scope of the offer as well as the terms and conditions of business of the EQS LEI Manager and adapt them to current requirements.

§10 Recognition of GLEIS

The LEI service recipient hereby confirms that the purpose and mode of operation of the GLEIS are known to him. He further confirms that he has read the documents referred to in this agreement and agrees with their contents.

The LEI service recipient hereby waives the right to assert claims against EQS Group AG that are based on a behaviour to which EQS Group AG has been obligated according to the requirements of the GLEIS or specifically requested by GLEIF.

The LEI service recipient expressly confirms that he/she acknowledges and is aware,

- (i) that an annual payment for the renewal and revalidation of its LEI must be made;
- (ii) that EQS Group AG may be obliged to change the LE-RD even without the consent of the LEI service recipient or the company concerned due to legal or regulatory requirements applicable to the GLEIS, the GLEIF or EQS Group AG;
- (iii) that the award and the annual revalidation and renewal of the LEI allocated to it is subject to conditions laid down by the GLEIS and GLEIF, respectively, which may change from time to time, and published by the GLEIF at www.gleif.org;
- (iv) that the GLEIF reserves the right to require a change of the LEI and the administration to another LOU designated by it, and/or that it may itself permit another LOU to be designated by it without incurring a separate charge;
- (v) that he may demand the change of the LEI and its management from EQS Group AG to another LOU (in which case the terms of the taking over LOU shall replace this agreement) without incurring a separate charge;
- (vi) that the LEI and the LE-RD are transferred from EQS Group AG to the GLEIF and other LOUs and made publicly available within the framework of the GLEIS. LEI and LE-RD may be freely accessed, used and disseminated by anyone within the framework of the terms of use of GLEIS (see Appendix 09a of the Master Agreement, Terms of Use of the GLEIF).

§11 Language version

If business conditions or information on the websites of EQS Group AG are made available in different language versions, the respective German version applies, in particular with regard to the interpretation of the formulations used. Other language versions (translations) are to be understood as a supplementary service of EQS Group AG.

§12 Applicable Law / Legal Domicile

The law of the Federal Republic of Germany exclusively applies. The place of performance and exclusive jurisdiction shall be the registered office of EQS Group AG (Munich).