

## GENERAL TERMS AND CONDITIONS relating to the Legal Entity Identifier (LEI)

### 1. DEFINITIONS

1.1 Capitalised terms have the meanings set out in this Article 1 (*Definitions*):

“**General Terms and Conditions**”: These general terms and conditions relating to the LEI;

“**Documentation**”: the Entity reference data required to obtain and maintain an LEI code;

“**GLEIF**”: The Global Legal Entity Identifier Foundation, established by the Financial Stability Board, is the umbrella and supervisory organisation for the LOUs and the LEIs. More information about GLEIF can be found on the GLEIF website: <https://www.gleif.org/>;

“**Entity**”: the holder of the LEI;

“**LEI**”: the Legal Entity Identifier, a unique 20-character alpha-numeric code that allows entities to be identified. This code is created in accordance with the requirements of GLEIF and complies with the international ISO standard 17442;

“**LOU**”: the Local Operating Unit is an entity that has the right to issue and manage LEIs;

“**Force Majeure**”: a situation in which the implementation of the General Terms and Conditions for Xerius is prevented in whole or in part, temporarily or permanently, outside the control of Xerius. Force Majeure includes (but is not limited to) the following: fire, war, terrorist attacks, adverse weather conditions, GLEIF's force majeure, government measures, strikes, disruption of the internet, data network or telecommunications facilities, unavailability of third party servers, general transport problems and power cuts;

“**Party**” or “**Parties**”: Xerius and/or the Entity, depending on the context;

“**Website**”: the website where the Entity can apply for, renew, modify or transfer the LEI to Xerius available at <http://xerius.be/lei>;

“**Xerius**”: Xerius Ondernemingsloket VZW, with its registered office at Vesaliusstraat 31, 1000 Brussels and company number 0860.109.391, the LOU responsible for the application and management of the LEI for the Entity.

## **2. SUBJECT**

- 2.1 These General Terms and Conditions determine the rights and obligations of the Parties to request, renew, transfer, modify and discontinue the LEI.
- 2.2 In case of an application request, the General Terms and Conditions are provided and offered for acceptance during the request process. If the Entity does not agree to the General Terms and Conditions, the application process cannot be completed. In the event of a transfer of the LEI from another LOU to Xerius, the General Terms and Conditions shall be provided to the Entity in a manner determined by Xerius prior to the transfer. The General Terms and Conditions are referred to again at the next renewal. Further use of the LEI implies acceptance of the General Terms and Conditions. In both cases, the Entity acknowledges having received, read and accepted the General Terms and Conditions.
- 2.3 Xerius has the right to amend these General Terms and Conditions if required by GLEIF, by law or at any time if there is reason to do so. In that case, Xerius shall inform the Entity of the amended General Terms and Conditions and the date of their entry into force prior to their entry into force. The further use of the services in connection with the LEI is subject to the amended General Terms and Conditions as from their entry into force and implies acceptance of the General Terms and Conditions.

## **3. LEI**

### ***General***

- 3.1 The issue of an LEI and its annual renewal is subject to the regulations established by GLEIF. The Entity shall be notified as soon as possible by Xerius of any amendments to these regulations. The Entity is obliged to implement the amendments as soon as possible, but at the latest within the period as determined by GLEIF or Xerius if applicable.
- 3.2 From the GLEIF website, it is possible for third parties to question the Documentation of each LEI via a “challenge”. Appendix 1 (*Xerius Communication Policy*) applies when the LEI and/or Documentation of the Entity are questioned, or when the Entity questions an LEI and/or Documentation.
- 3.3 Only the authorised representatives of the Entity are entitled to provide information and submit applications. Applications and requests must be duly dated and signed by the authorised representative. If information is provided or an application made, Xerius may assume that this person is the authorised representative of the Entity. At the request of Xerius, the Entity shall provide proof that the representative is effectively authorised to represent the Entity.
- 3.4 The Entity can only apply for one LEI. It is not permitted to apply for a second LEI from another LOU.

### ***Transmission and modification of information***

- 3.5 The Entity guarantees that the information provided in the context of an application for or renewal of the LEI is correct, complete and genuine.
- 3.6 The Entity is obliged to validate the correctness of the Documentation at least once a year. The Entity shall receive an e-mail from Xerius with the Documentation attached. The Entity shall provide information about any amendments in the e-mail within a reasonable period of time, or within a period specified by Xerius. The Entity is also obliged to notify Xerius immediately of any amendment in respect of any aspect that may have an actual or potential impact on the LEI and/or the Documentation.
- 3.7 Based on a legal requirement or Xerius' internal processes, it is possible that the Documentation will be amended.

### ***Application and renewal***

- 3.8 The application should preferably be made via the Website, with the Entity going through the application process and following the instructions. Xerius strives to make its Website available 24 hours a day, 7 days a week, but does not guarantee that the Website will be available at all times. If the Website is unavailable (for example due to (emergency) maintenance, malfunction or other unforeseen circumstances), Xerius will make all reasonable efforts to restore the availability of all or part of the Website as quickly as possible.
- 3.9 In the event of problems, the Entity may contact an office, by e-mail or telephone using the contact details provided on the Website. The e-mail address is monitored on weekdays (except public holidays) between 09:00-12:00 and 13:00-16:00. The switchboard is available on weekdays (except public holidays) between 09:00-12:00 and 13:00-16:00.
- 3.10 The LEI is renewed annually. Six (6) weeks before the expiry date, the Entity will receive an email notifying it that the LEI needs to be renewed and that the renewal fee is due. Amendments that have to be made at this point must be communicated by e-mail as soon as possible, or at the latest before the deadline specified in the e-mail.

### ***Transfer of the LEI***

- 3.11 At the request of GLEIF, the LEI can be transferred from Xerius to another LOU.
- 3.12 The Entity also has the right to request the transfer of the LEI from Xerius to another LOU designated by the Entity and/or to allow another LOU to request such a transfer on behalf of the Entity. The transfer does not entail any additional costs for the Entity.

#### **4. DURATION**

- 4.1 These General Terms and Conditions shall come into force once accepted and shall continue to apply for the shortest period of the existence of the Entity or the existence of Xerius, unless the Entity is a public authority within the sense of the applicable law and such law requires a different duration. The General Terms and Conditions may be terminated in accordance with article 8 (*Termination*).

#### **5. FEE**

- 5.1 The fees for the application and renewal as specified by Xerius on the Website apply.
- 5.2 The application and the annual renewal of the LEI is subject to the payment of the fee. Payment of the fee must be made at the latest within thirty (30) calendar days following the request for payment. If the Entity does not pay the fee within this period, Xerius will send a one-off payment reminder to make the payment as soon as possible, or at the latest within the period specified in the e-mail. If payment is not made after this additional period, the application will be cancelled or the LEI will not be renewed. Any costs incurred for out-of court or judicial collection shall be borne entirely by the Entity.
- 5.3 Unless the Entity is a government within the sense of applicable law and applicable law prohibits it, Xerius has the right to review and amend the fee annually.
- 5.4 Once an LEI has been delivered or renewed, no refund of the fee is possible for any reason whatsoever.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 All intellectual property rights to the information contained in the Documentation (with the exception of the Entity's trade name or any brand of the Entity in its name) shall become the property of Xerius upon application for the LEI. If it is not legally possible or permitted to transfer such information, Xerius shall obtain a comprehensive, royalty-free, irrevocable, transferable and sub-licensable license to the intellectual property rights for the duration of the relevant intellectual property rights for the purpose of managing and performing the relevant actions regarding the LEI and the Documentation.
- 6.2 All intellectual property rights contained in Xerius' Website belong to Xerius or its licensors.

#### **7. CONFIDENTIALITY AND DATA PROTECTION**

- 7.1 If the Parties provide each other with confidential information within the framework of these General Terms and Conditions, the Parties are obliged to keep the confidential information secret and to protect it. The protection must at least be consistent with the measures taken by a Party to protect its own confidential information. Xerius shall, at

all times, be permitted to communicate confidential information contained in the application and Documentation to GLEIF or to third parties (e.g.: other LOUs). Xerius may also disclose confidential information if required to do so by law or by a decision of a competent court, authority or body. The following shall not be considered confidential information: (i) information that Xerius has legally obtained, (ii) publicly available information, and (iii) information already known to Xerius.

- 7.2 Both Parties undertake to comply with the applicable legislation on the protection of personal data. If personal data is provided to Xerius within the framework of the application and Documentation, the Entity assures and guarantees that it has the necessary consent to provide said personal data.

## **8. TERMINATION**

- 8.1 The Entity has the right to waive the LEI at any time. Non-payment of the renewal fee shall be considered as a waiver. In this case, the LEI shall remain valid until the expiry date.

- 8.2 The General Terms and Conditions are terminated by operation of law and immediately if:

- (a) the LEI is transferred to another LOU or GLEIF;
- (b) the Entity loses its status as an entity with an LEI;
- (c) the Entity does not comply with the General Terms and Conditions relating to the LEI.

- 8.3 In the event of a serious or repeated breach by the Entity of the General Terms and Conditions, Xerius has the right to terminate the General Terms and Conditions immediately by means of a notice, but only if a remedy is not possible or has been refused by the Entity despite being granted a reasonable remedy period.

- 8.4 If the agreement between Xerius and GLEIF is terminated for any reason whatsoever, Xerius shall have the right to terminate the General Terms and Conditions immediately by means of a notice, without any right to compensation to the Entity.

## **9. LIABILITY**

- 9.1 The liability that Xerius may incur in the context of these General Terms and Conditions is the result of an obligation to perform to the best of its ability.

- 9.2 If Xerius' liability is in jeopardy, Xerius can only be held liable for direct damage caused by Xerius' culpable shortcoming. Xerius' liability under these General Terms and Conditions is limited to the total amounts paid by the Entity.

- 9.3 Xerius cannot be held liable for Force Majeure or indirect, incidental or consequential damages, including, but not limited to, financial or commercial losses, loss of profits,

increase in general costs, missed savings, reduced goodwill, damage due to business interruption, damage as a result of claims by customers of the Entity, disruption to planning, loss of expected profits, loss of capital, loss of customers, missed opportunities, loss of data, loss of benefits, deterioration and loss of files resulting from the implementation of these General Terms and Conditions.

9.4 Xerius cannot exclude its liability as a result of intent or gross negligence.

## **10. GENERAL PROVISIONS**

10.1 Disputes concerning the creation, execution and/or interpretation of the General Terms and Conditions fall under the exclusive jurisdiction of the courts of Brussels.

10.2 The General Terms and Conditions are subject to Belgian law.

10.3 Xerius cannot be obliged to fulfil its obligations under these General Terms and Conditions if it is prevented from doing so due to Force Majeure.

10.4 If these General Terms and Conditions are made available on the Website in different languages and if there are contradictions between the different language versions, the Dutch version shall prevail.

10.5 Unless otherwise stated in these General Terms and Conditions, all notifications, requests and other communications in connection with these General Terms and Conditions shall be made in writing in Dutch or in French by means of a letter (including e-mail) to the following addresses:

### Notifications to Xerius:

Xerius Ondernemingsloket VZW  
for the attention of Jeroen Kegeleers  
Vesaliusstraat 31  
1000 Brussels  
E-mail address: lei@xerius.be

### Notifications to Entity:

The Entity's (e-mail) address, as submitted with the application or as amended by the Entity by notification to Xerius.

10.6 These General Terms and Conditions fully represent the rights and obligations of the Parties, and supersede all prior agreements and proposals, whether verbal or written. Amendments to these General Terms and Conditions shall only be valid if they have been agreed in writing between the Parties.

10.7 Any invalidity of any provision of these General Terms and Conditions, or of any part of any provision, shall not affect the validity of the remainder of the provision and the other clauses. The Parties shall make every effort to replace the invalid clause, by mutual agreement, with a valid clause with the same or substantially the same economic impact as the invalid clause.

**APPENDIX 1 – COMMUNICATION POLICY RELATED TO A QUESTION (CHALLENGE) ON THE LEI OR THE DOCUMENTATION**

**1. INTRODUCTION**

- 1.1 This communication policy is applicable if a third party questions an LEI via a challenge on the GLEIF website or if Xerius becomes aware of a challenge concerning the LEI of the Entity.

**2. PROCEDURE FOR SUBMITTING A QUESTION (CHALLENGE)**

- 2.1 If someone asks a question (challenge) regarding the Documentation of another entity, they can follow the procedure as provided on the GLEIF website (<https://www.gleif.org/en/lei-data/challenge-lei-data>).

**3. PROCEDURE FOR A QUESTION (CHALLENGE) RELATED TO THE LEI / DOCUMENTATION**

- 3.1 If Xerius becomes aware of a question (challenge) relating to the LEI of the entity, it shall inform the Entity immediately. The Entity is obliged to provide all necessary information and cooperation without delay, but at the latest within five (5) working days, in order to allow Xerius to assess and deal with the challenge and to make the necessary amendments. If the Entity does not respond within a period of five (5) working days, this may be considered by Xerius as a tacit confirmation and the Documentation of the Entity may be amended in accordance with the challenge.
- 3.2 Non-compliance with Article 3.1 is considered a serious breach of contract in accordance with article 8.3, based on which Xerius has the right to terminate the General Terms and Conditions.