



**Centrálny depozitár cenných papierov SR, a. s.**

## **TERMS AND CONDITIONS for Assignment, Renewal and Transfer of LEI**

## Table of Contents

DEFINITIONS OF TERMS .....	4
LIST OF ABBREVIATIONS .....	5
Article I .....	6
Introductory Provisions .....	6
Article II .....	6
Submission of Requests for Services .....	6
Article III .....	6
LEI Application and Registration of Applicants .....	6
Article IV .....	7
Application for Assignment of LEI .....	7
Article V .....	8
Verification of Data .....	8
Article VI .....	9
Assignment of LEI .....	9
Article VII .....	9
Review and Update of Data .....	9
Article VIII .....	10
Renewal of LEI .....	10
Article IX .....	11
Transfer of LEI .....	11
Article X .....	13
The Obligations and Special Representations of LEI Entity .....	13
Article XI .....	13
Intellectual Property Right .....	13
Article XII .....	14
Publication of Data .....	14
Article XIII .....	14
Fees .....	14
Article XIV .....	15
Duration and Termination of Legal Relationship .....	15
Article XV .....	16
Protection of Personal Data .....	16
Article XVI .....	17
Special Provisions .....	17
Article XVII .....	18

<b>Transitional Provisions .....</b>	<b>18</b>
<b>Article XVIII .....</b>	<b>18</b>
<b>Final Provisions.....</b>	<b>18</b>

## DEFINITIONS OF TERMS

**Agent** – a person authorised to act on behalf of the applicant(s);

**LEI Application** – a software through which LEI entity and CDCP perform their activities associated with assignment, renewal and transfer of LEI;

**LEI Registry or CDCP Registry** – a list of assigned LEIs in CDCP Registry;

**Natural Person Entrepreneur** – as defined in the provision of Section 5 of Act No. 455/1991 Coll. on Trade Licensing (Trade Licensing Act) as amended, or pursuant to relevant legal regulation of the Czech Republic governing trade licencing;

**GLEIF (Global Legal Entity Identifier Foundation)** – a non-profit organisation overseen by ROC that provides centralised databases and reference data of entities on its website;

**GLEIS (Global Legal Entity Identifier System)** – a global system of legal entities identifiers;

**Consolidated Financial Statements** – as defined in the provision of Section 22 of Act No. 431/2002 Coll. on Accounting as amended, or pursuant to other legal regulation governing drawing up of consolidated financial statements in relevant country;

**LEI** – a 20-digit alphanumeric code – identifier of legal entity or natural person entrepreneur; the structure of generated LEI is in compliance with ISO 17442 standard as well as with other supporting standards necessary for its creation and unique structure (ISO 3166, ISO 7064, and ISO 8908).

**LOU** – Local Operating Unit; for the purpose of these rules, it means CDCP or other entity accredited by GLEIF, as required by the context;

**Authorised Person** – a statutory body or other authorised person, i.e. a holder of proxy, that is authorised to act on behalf of the Applicant, or a natural person acting on behalf of the power of attorney given by the Applicant, or pursuant to other authorisation;

**Sending LOU** – for the purpose of LEI transfer, it means LOU from the registry of which LEI is to be transferred;

**Branch office** – the branch office / organisational unit with registered office in a country other than is a country, where the headquarters of the entity is located;

**Request for Services** – for the purpose of these Terms and Conditions, it means (i) application for assignment of LEI, (ii) application for renewal of LEI and (iii) application for transfer of LEI;

**Working Day** – a working day according to the applicable law of the Slovak Republic;

**Direct Parent Company** – the first Parent Company in the hierarchy of Parent Companies of the LEI Entity which prepares the consolidated financial statements;

**Receiving LOU** – for the purpose of transfer of LEI, it means LOU to the registry of which LEI is to be transferred;

**Reference Data** – identification data of the Applicant, the data on the relationship with other legal entities within the group, and the data regarding direct and ultimate parent company of the eligible entity;

**ROC (Regulatory Oversight Committee)** – a group of over 60 public authorities from more than 40 countries established to coordinate and oversee a global system of legal entities identifiers, i.e. GLEIS;

**LEI Entity** – an Entity to which CDCP has assigned/renewed LEI, or an Entity for which CDCP has transferred LEI to the CDCP Registry;

**Ultimate Parent Company** – the last Parent Company in the hierarchy of Parent Companies of the LEI Entity which prepares the consolidated financial statements;

**Data** – the reference data and any other data of the Applicant/LEI Entity or the Authorised Person/Agent;

**Applicant** – a legal entity and a natural person entrepreneur that applies for assignment/renewal or transfer of LEI through LEI Application; a natural person not acting within its object of business or other business activities (a consumer) **may not be** the Applicant;

## **LIST OF ABBREVIATIONS**

**Price list** – The Price list of Centrálny depozitár cenných papierov SR, a.s.

**CDCP** – Centrálny depozitár cenných papierov SR, a.s.

**CR** – the Czech Republic

**EU** – the European Union

**GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

**NBS** – the National Bank of Slovakia

**Civil Code** – Act No. 40/1964 Coll. Civil Code as amended

**Terms and Conditions/Contract** – these Terms and Conditions for Assignment, Renewal and Transfer of LEI

**Commercial Code** – Act No. 513/1991 Coll. Commercial Code as amended

**SR** – the Slovak Republic

**CDCP Website** – [www.cdcp.sk](http://www.cdcp.sk)

## **Article I**

### **Introductory Provisions**

1. CDCP as a Local Operating Unit and as the entity accredited by GLEIF to create and assign new LEIs, collect corresponding data, administer and renew these data performs the activities of LOU in compliance with the governance principles of GLEIS, mutual arrangements, rights and obligations with GLEIF, and individual recommendations of ROC.
2. These Terms and Conditions regulate the procedure for assignment of LEI, administration of data, renewal and transfer of LEI, as well as other activities directly connected with LEI in CDCP.
3. CDCP maintains the uniqueness and exclusivity of LEI. Any assigned LEI is intended solely for one entitled entity and two different entities may not have the same LEI and one entity may not have two different LEIs.
4. CDCP is accredited for the jurisdiction of SR and CR only and assigns new LEIs only to the Applicants domiciled in these two countries.

## **Article II**

### **Submission of Requests for Services**

1. The Applicant submits the Request for Service through LEI Application located on CDCP Website.
2. The LEI Application is available for Applicants 24/7.
3. CDCP processes the received Requests for Services on Working Days under legal regulation valid in the SR, and during working hours of CDCP.
4. CDCP accepts the Request for Service only if:
  - a) it is filed by the Authorised Person authorised to act on behalf of the Applicant,
  - b) it is filed in the manner and form as set forth in the Terms and Conditions,
  - c) it is complete and accompanied with all necessary documents, annexes, and information pursuant to the Terms and Conditions and pursuant to the respective legal regulations,
  - d) the data given therein comply with the data in the submitted documents.

## **Article III**

### **LEI Application and Registration of Applicants**

1. CDCP makes LEI Application available to the Applicant only after registration of the Applicant and creation of access to LEI Application.
2. For the purpose of registration, the Applicant shall fill out minimally the following log-in data:
  - a) e-mail applied as a user name,
  - b) password
  - c) name
  - d) surname
  - e) telephone number.
3. The access to the LEI Application is protected by a password.

4. The Agent, or an authorised person representing several Applicants/LEI Entities may access the LEI Application in a single access.

#### **Article IV**

##### **Application for Assignment of LEI**

1. The Applicant may apply for assignment of LEI either through the Authorised Persons authorised to act on behalf of the Applicant or through the Agent.
2. Any information provided and applications submitted by the Applicant to CDCP must be submitted by the Authorised Persons authorised to act on behalf of the Applicant in accordance with the entry and manner of acting registered in the respective register.
3. If the person acting on behalf of the Applicant is not registered in any relevant publicly available register and is authorised to act on behalf of the Applicant on the basis of other relevant documents (e.g. Articles of Association of the company), the Applicant is obliged to submit the document which without any doubt proves the authorisation of that person to act on behalf of the Applicant.
4. If the form is filled out on behalf of the Applicant by the person authorised to act on the basis of the power of attorney or the Agent, such a person must have the power of attorney with the certified signature of the Applicant. The sample power of attorney is published on CDCP Website.
5. In the application for assignment of LEI the Applicant must fill out all Reference Data of the Applicant. For this purpose, the mandatory fields are marked in the application.
6. The Applicant that is in the group with several other legal entities and that has the Direct/Ultimate Parent Company is obliged to provide the Reference Data regarding that company. The Applicant may refuse to disclose the data regarding the Direct/Ultimate Parent Company only on the permissible grounds. In such a case the Applicant must mark at least one of the reasons why the Applicant refuses to fill out the data.
7. The Applicant that will fill out the data regarding the Direct/Ultimate Parent Company that prepares the Consolidated Financial Statements must attach a copy (in electronic form) of the Consolidated Financial Statements for the last known finished fiscal year on the basis of which CDCP will verify the data regarding the Direct/Ultimate Parent Company filled out by the Applicant and the data regarding the Applicant.
8. If the Consolidated Financial Statements are not available to the Applicant, the Applicant may also attach other documents confirming the data filled out by the Applicant.
9. If the Consolidated Financial Statements under paragraph 7 of this Article or other documents under paragraph 8 are not available to the Applicant, the Applicant must attach a declaration of honour stating that all information filled out by the Applicant are true, full and authentic. The declaration of honour must be signed by the statutory body of the Applicant and the signature must be officially verified. The sample declaration of honour is published on CDCP Website.
10. CDCP reserves the right to request that the Applicant submits also other documents, in addition to those under paragraph 7 or 8 of this Article which CDCP considers necessary in order to verify the filled out Reference Data of the Applicant and/or of the Authorised Person authorised to act on behalf of the Applicant.

11. CDCP may at any time request that the Applicant submit the original copy or the officially verified copy of the document which has been originally submitted by the Applicant only in the form of a copy.
12. In the event that any of the documents under paragraph 7 or 8 of this Article is not published on websites and their publication is not conditioned by payment of any fee, the Applicant may attach, instead of the copy of the respective documents, the link to a particular website where these documents are published (e.g. [www.registeruz.sk](http://www.registeruz.sk)).
13. The Applicant may revoke the application for assignment of LEI until the fee for assignment of LEI is paid.
14. CDCP accepts and handles the application for assignment of LEI only after the Applicant acknowledges that the Applicant agrees with the Terms and Conditions.

## **Article V.**

### **Verification of Data**

1. Once CDCP receives the application for assignment of LEI, CDCP will verify the correctness and timeliness of the data filled out. Such verification consists in particular of checking whether:
  - a) all of mandatory fields in the application have been filled out;
  - b) the Authorised Person has acted on behalf of the Applicant;
  - c) the power of attorney with the officially verified signature of the principal is attached in case that the Applicant is represented by the agent;
  - d) LEI has been already assigned to the Applicant in CDCP or other LOU; to this end, the data of the Applicant may be transmitted also to GLEIF;
  - e) the data regarding the Direct/Ultimate Parent Company of the Applicant are consistent with the data contained in the documents under Article IV(7) and (8), or whether the declaration of honour has been attached under paragraph 9;
  - f) the data filled out by the Applicant are consistent with the data registered in the publicly available registers.
2. CDCP does not verify the reasons of the refusal to provide the data under Article IV(6).
3. CDCP may reject the application for assignment of LEI only if:
  - a) the Applicant has been already assigned LEI in CDCP or in other LOU;
  - b) there are reasons preventing the proper verification of the data given in the application and it is not possible to overcome these reasons even by submitting other documents under Article IV(10).
4. If the application for assignment of LEI is approved and successfully verified, in addition to the information on successful verification of the application, CDCP will send to the Applicant also a payment instruction for advance payment for assignment of LEI.
5. CDCP sends the message regarding approval or rejection of the application to the Applicant no later than within 10 Working Days of the date of receipt of the filled out application provided that all mandatory data in the form have been properly filled out and all required documents have been attached. In the cases under Article IV(10) and (11) CDCP may extend the above period accordingly.



6. In case of apparent incorrectness (mainly typing errors) of data stated in the application, for purpose of service provision CDCP is entitled to use correct data, which is possible to verify in relevant documents submitted with the application, or in adequately reliable sources. In case this procedure is applied, CDCP must have no doubts on correctness of the data. CDCP shall accept submitted request for service without requirement to correct the request by the Applicant.

## **Article VI**

### **Assignment of LEI**

1. After receiving the advance payment for assignment of LEI from the Applicant, CDCP creates the new LEI and assign it to the Applicant without undue delay.
2. Subsequently, the Applicant is informed about the assigned LEI and expected date of LEI renewal via email. Subsequently, CDCP will send an invoice for payment of the advance to the Applicant.
3. The records on the Applicant, its LEI and other Reference Data are published on CDCP Website in the list of assigned LEIs and in the global repository of GLEIF on the business day following the date of assignment of LEI at latest.
4. The assigned LEI is valid for the period of one year from its assignment, or for the period of one year following its renewal. Mentioned does not apply in case of assigning of LEI to entities as is a Branch Office (under definition of these Terms and Conditions), when, according to the GLEIF rules, the renewal date shall be harmonised with the renewal date for the headquarters of this entity. Fee for assignment of LEI remains unchanged.

## **Article VII**

### **Review and Update of Data**

1. The LEI Entity is obliged to update its data on a regular basis by submitting the application through LEI Application so that the recorded data are always true, full and authentic. The LEI Entity is obliged to attach to the application all necessary documents related thereto. If the LEI Entity breaches this obligation, it will be liable to CDCP for damage.
2. CDCP may request that the LEI Entity submit also the documents other than those submitted by the LEI Entity under paragraph 1 of this Article, which CDCP considers necessary to supplement or modify any changes of the data. In the event that the LEI Entity within the respective period fails to submit or before the expiry of the period refuses to submit the relevant documents to CDCP, CDCP may refuse to make change in LEI Registry.
3. CDCP adheres to the procedures for verification of application in order to update the Reference Data and the authorisation of the person to act on behalf of the LEI Entity pursuant to Article V in each update of the data initiated by the LEI Entity.
4. CDCP may, within the period of validity of the assigned LEI, verify the Reference Data of the LEI Entity also on its own initiative within controlling activities, or at the initiative of other entities. CDCP verifies the Reference Data regarding the relationship with other legal entities within the group, and the data regarding Direct/Ultimate Parent Company only on the basis of the notice of the Authorised Person acting on behalf of the LEI Entity, or at the request of GLEIF, and not on its own initiative within the controlling activities.
5. If, within the controlling activities pursuant to paragraph 4 of this Article, CDCP finds any inconsistency in the Reference Data of the LEI Entity or any changes are notified to CDCP by third persons, CDCP will verify the information in line with Article V(1) and notify the respective

LEI Entity of these facts via email, requesting it to confirm the correctness of the information, or to submit the related documentation.

6. If the LEI Entity confirms the correctness of the information notified by CDCP under paragraph 5 of this Article, CDCP will make the respective changes. The LEI Entity is obliged to submit all relevant documents regarding the respective changes.
7. If the LEI Entity remains inactive and fails to confirm the correctness of the information or to submit the necessary documents under paragraph 6 no later than within 10 Working Days of the date of the notice thereof and according to CDCP it has been proved without any doubt (in particular if results so from publicly available registers) that the Reference Data of the LEI Entity have been changed, CDCP may change the Reference Data of the LEI Entity. The LEI Entity is informed about the update of the data via email message.
8. The updating of the Reference Data takes place at least once a year at the time of LEI renewal.
9. The updated Reference Data of the entity will appear in the list of assigned LEIs on CDCP Website on the Working Day following the day when the data are changed at latest.

### **Article VIII** **Renewal of LEI**

1. At least 6 weeks before expiry of the annual validity of LEI, CDCP sends an email to the LEI Entity, notifying the LEI Entity of a need to apply for renewal of LEI through the LEI Application. CDCP sends the notifying emails about the need to apply for renewal of LEI even at more frequent intervals, if it deems necessary. The instruction for advance payment for renewal of LEI is sent to the LEI Entity along with the information under the preceding sentences.
2. The provisions of Articles IV and V of the Terms and Conditions regulating in particular the authorisation of the person to act on behalf of the LEI Entity and the procedure of CDCP regarding verification of the data apply to the renewal of LEI accordingly.
3. When the data are successfully verified and the advance payment for LEI renewal is paid, CDCP will renew LEI on the Working Day following the expiry of the annual validity of LEI. If the LEI Entity pays the fee for renewal of LEI after the date of expiry of the annual validity of LEI, CDCP will renew LEI no later than on the Working Day following the date of fee payment.
4. CDCP informs the LEI Entity about successful renewal of LEI via email. Subsequently, CDCP sends to the LEI Entity also the invoice reflecting the fee payment via email.
5. If the LEI Entity failed to apply for renewal of LEI and/or failed to pay the fee for renewal of LEI within the due date given in the payment instruction, CDCP shall inform the LEI Entity about unsuccessful renewal of LEI via email.
6. In the case that the LEI Entity fails to renew the assigned LEI, the assigned LEI may not be used for identification of such LEI Entity.

## Article IX

### Transfer of LEI

1. LEI Entity may transfer its LEI to any LOU. The current list of all LOUs is available on the website [www.gleif.org](http://www.gleif.org).
2. Only LEI with the registration status ISSUED or LAPSED at the time of application for transfer of LEI may be transferred from LEI Registry to another LOU registry. The LEI with the status ISSUED may be transferred only based on new verification by the Receiving LOU, and in case of status LAPSED the LEI may be transferred only upon repeated verification and renewal by the Receiving LOU.
3. No LEI Entity is entitled to have LEI status marked as ISSUED in two LOU registries at the same moment.
4. LEI Entity with the LEI status LAPSED, which intends to transfer LEI from LEI Registry to another LOU registry shall be subject to the repeated verification of the Reference Data.
5. Transfer of LEI includes:
  - a) registration of LEI in CDCP Registry – in this case CDCP has the status of Receiving LOU,
  - b) cancellation of registration of LEI in CDCP Registry – in this case CDCP has the status of Sending LOU.
6. The application for registration of LEI under **paragraph 5(a) of this Article** is contingent on registration of the Applicant in LEI Application pursuant to Article III of the Terms and Conditions. The application for transfer is filed through LEI Application. The form of application for transfer of LEI contains in particular:
  - LEI which is to be transferred (LEI of the Applicant for transfer),
  - Business name or name of the Applicant applying for transfer,
  - Name and surname of the Authorised Person of the Applicant applying for transfer and the up-to-date contact details (telephone, email) of such person,
  - LEI of Receiving LOU,
  - LEI of Sending LOU,
  - The consent of the Authorised Person of the Applicant applying for transfer to processing its contact details to Sending LOU and other authorized persons for the purpose of transfer of LEI.
7. The proper registration of LEI in CDCP Registry is conditioned by the completely filled out application for registration of LEI under paragraph 6 of this Article and granting of the consent to the Terms and Conditions.
8. CDCP reviews the application for registration of LEI and in case that the application is complete and has been filed by the Authorised Person, CDCP will send it to the Sending LOU. If the application for registration of LEI is incomplete or not filed by the Authorised Person in accordance with the requirements given under paragraph 6 of this Article, CDCP will reject the application for transfer and inform the Applicant via email.
9. The transfer of LEI to CDCP Registry under paragraph 5(a), provided that the application is complete and no objections have been raised by the Sending LOU or Applicant, takes place within

- 5 Working Days of the day when the Applicant files the application for transfer. In case of successful transfer to CDCP Registry the status of the LEI Entity is changed to ISSUED.
10. After the transfer of LEI to the CDCP Registry the date of expiry of the validity of LEI registered in the registry of Sending LOU will be equal to the date of its renewal in CDCP Registry.
  11. The transfer of LEI is free-of-charge and takes place without determination of any fees.
  12. The provisions of Articles IV and V of the Terms and Conditions, regulating in particular the authorisation of the person to act on behalf of the LEI Entity and the data verification procedure of CDCP, apply accordingly also to the transfer of LEI to the CDCP Registry, except for the provisions regulating the fee for assignment of LEI.
  13. As regards a transfer of LEI, in case of “Branch Office” entity (under definition in these Terms and Conditions), the provisions of article VI, section 4 apply to the next LEI renewal date. Fee for LEI renewal remains unchanged.
  14. In case of transfer of LEI under **paragraph 5(b) of this Article**, on the date of receipt of the application for transfer of LEI from the Receiving LOU the CDCP changes the status of the LEI Entity to PENDING\_TRANSFER, confirms the application and also notifies the LEI Entity via email of the fact that the LEI Entity may raise the objections to transfer of LEI within 3 Working Days, by using the form under paragraph 14 of this Article.
  15. LEI Entity may, during the procedure of transfer of LEI under paragraph 5(b) of this Article, raise objections to transfer of LEI by using the form intended for this purpose and available on CDCP Website. The form for raising the objections contains in particular:
    - LEI that is to be transferred (LEI of the Applicant applying for transfer),
    - Business name or name of the Applicant applying for transfer,
    - Name and surname of the Authorised Person of the Applicant applying for transfer that raises the objections and the contact details (telephone, email) of such person,
    - LEI of Sending LOU,
    - LEI of Receiving LOU,
    - The reason for objection,
    - The consent of the Authorised Person of the Applicant applying for transfer to processing its contact details to Receiving LOU and other authorized persons for the purpose of raising the objections.
  16. In the case that the LEI Entity does not raise any objections within the period under paragraph 13 of this Article, CDCP will notify LOU to the registry of which LEI is to be transferred of this fact and change the status of the LEI Entity to PENDING\_ARCHIVAL. If the LEI Entity is inactive, it applies that the LEI Entity has no objections and agrees with transfer of LEI.
  17. If the LEI Entity raises the objections within the period under paragraph 13 of this Article, CDCP will notify the Receiving LOU of these objections and change the status of the LEI Entity to the previous status.
  18. Along with LEI the Reference Data of the respective LEI Entity are transferred as well.
  19. In the special justified cases LEI may be transferred to another LOU Registry or directly to GLEIF database at the special request of GLEIF.

## **Article X**

### **The Obligations and Special Representations of LEI Entity**

1. At least once a year before expiry of the annual period for renewal of LEI, the LEI Entity must review in particular its Reference Data in order to check whether the Reference Data registered in LEI Registry are true, full and authentic.
2. The LEI Entity is under the obligation to immediately report, using LEI Application, any changes related to any aspect that affect or might affect LEI or registered Reference Data.
3. By accepting these Terms and Conditions, the LEI Entity represents that it is aware of:
  - a) the ban on duplicity of LEI – i.e. the prohibition to apply for another LEI, whether with CDCP or with other LOU;
  - b) the fact that the validity of LEI requires on an annual basis the renewal of LEI and review of the reregistered data the payment for renewal of LEI is connected with;
  - c) the fact that CDCP may, under the respective legal regulations or following the internal controls of CDCP, request that the LEI Entity changes or modifies its Reference Data; this is without prejudice to Article VII (4) of the Terms and Conditions;
  - d) the fact that the issue of LEI and annual renewal are subject to requirements of GLEIF;
  - e) the right of GLEIF to request transfer of LEI to another LOU determined by GLEIF;
  - f) its right to request transfer of LEI to another LOU determined by the LEI Entity itself; the transfer takes place free of charge;
  - g) the right of another LOU to request transfer of LEI on behalf of the LEI Entity without determination of any fees;
  - h) the fact that any rights regarding LEI and the Reference Data registered in LEI Registry are fully and irrevocably transferred to CDCP under Article XI hereof.

## **Article XI**

### **Intellectual Property Right**

1. By accepting these Terms and Conditions, the Applicant provides CDCP with an exclusive licence under Act No. 185/2015 Coll. the Copyright Act as amended regarding all rights on and to LEI and data recorded in LEI Registry, whether those existing at present or created at any later time to unlimited extent and for unlimited period. This is without prejudice to the legal protection of business name of the Applicant or business name of parent companies of the Applicant specified in LEI Registry pursuant to the generally binding legal regulations.
2. The Parties are aware of the purpose of granting the licence under paragraph 1 of this Article, i.e. elimination of any obstacle of legal nature that would prevent the publication of LEI and mandatory data in GLEIS, free transfer of data from CDCP to global LEI repository and disclosure of these data to public.
3. CDCP may grant a sub-licence to a third person (GLEIF) also without the prior consent of the Applicant.

## **Article XII**

### **Publication of Data**

1. All Reference Data of the entity to which CDCP has assigned LEI and of the entity the LEI of which has been transferred to CDCP Registry are published on CDCP Website and in global repository of GLEIF in accordance with the requirements and recommendations of ROC and GLEIF.
2. CDCP publishes the updated Reference Data of LEI on a daily basis and notifies them to GLEIF.
3. By accepting the Terms and Conditions, the entity which fills out the Reference Data, in particular the data regarding the relationship with other legal entities in the group, and the data regarding the Direct/Ultimate Parent Company represents that all entities to which such data relate have given their consent to:
  - publication of such data on CDCP Website;
  - disclosure of such data through CDCP to GLEIF and ROC and publication of these data through GLEIF;
  - disclosure of such data through CDCP and GLEIF also to other LOUs.
4. The Reference Data regarding the relationship with other legal entities within the group and the data regarding the Direct/Ultimate Parent Company are not published on CDCP Website for the entities to which no LEI has been assigned.

## **Article XIII**

### **Fees**

1. In connection with the assignment and renewal of LEI, CDCP charges the fees the amount of which is based on the base rate specified in the Price list. The Price list contains the tariff of fees in connection with LEI and also the principles and conditions applied to transfer of LEI.
2. The Price list is available for inspection at the registered office of CDCP and published on CDCP Website.
3. The amount of fees in the Price list is given in EUR.
4. The LEI Entity acknowledges that CDCP is authorised, on an annual basis, to review its tariff and unilaterally change the Price list. Once the new version of the Price list becomes effective, the previous version of the Price list ceases to be valid and effective and is fully replaced by the new version of the Price list. CDCP will make the change of the Price list available before the defined date of effectiveness at its registered office and by publication on its website – [www.cdcp.sk](http://www.cdcp.sk). By accepting the Terms and Conditions, the LEI Entity agrees with the above manner of performing the changes of the Price list.
5. The payment of fees under paragraph 1 of this Article shall be required by CDCP in the form of an advance payment based on a payment instruction sent to the Applicant via email after successful review of the application for assignment of LEI/renewal of LEI. The advance payment shall be made in the form of cashless transfer from the Applicant's bank account, and constitutes the precondition for the acceptance and approval of the application for assignment of LEI/renewal of LEI. By sending the advance payment, the Applicant (again) confirms the acceptance of these Terms and Conditions.

6. The Applicant undertakes to pay the fee in 10 business days from receiving the payment instruction, by banking cashless transfer to the bank account of CDCP. The advance payment shall be deemed to have been made on the day when the funds are credited to the bank account of CDCP.
7. CDCP shall reject the application for LEI assignment/renewal if the advance payment is not transferred by the Applicant neither after 60 calendar days from sending the payment instruction.
8. If payment of invoice results to overpayment (e.g. due to duplicate payment, or by transferring of sum higher than invoiced), CDCP shall return the surplus payment to the bank account from which the payment was transferred; the return payment shall be transferred no later than 30 calendar days from receiving the payment.
9. The value added tax under the applicable Act No. 222/2004 Coll. on Value Added Tax as amended will be added to the amount of fees under paragraph 1. In the case of any amendment of the legislation regulating the value added tax the value added tax will be calculated in compliance with the amended legal regulations effective at the time when the invoice is issued.
10. By accepting these Terms and Conditions, the Applicant agrees with sending of electronic invoices pursuant to provision of Section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax. To this end, CDCP undertakes to send the electronic invoice to the specified email address of the Applicant and the Applicant represents that it has the exclusive access to the specified email address and receiving the electronic invoices are not blocked. The electronic invoice is full replacement of the invoice in written form.
11. CDCP will not be liable for data corruption or incomplete data in electronic invoices if corruption or incompleteness of data has been caused by a failure in the communication route in using of internet.
12. CDCP will not be liable for non-delivery of electronic invoices if the Applicant specifies the incorrect email address, or if non-delivery or erroneous delivery occurs due to reasons on the part of the Applicant or its provider of the internet connection or its provider of the email address.
13. The provision of paragraph 8 of this Article is without prejudice to the invoices issued in a written form and CDCP reserves the right to send the invoices in the written form to the known address of the Applicant's registered office, unless the electronic invoice is issued and sent to the Applicant under the preceding paragraphs of this Article.

#### **Article XIV**

##### **Duration and Termination of Legal Relationship**

1. The contractual relationship between CDCP and the Applicant comes into existence as of the date of acceptance of these Terms and Conditions and is established for an indefinite period of time. The Applicant/LEI Entity shall express agreement with the Terms and Conditions by checking of relevant field in the LEI Application at the moment of submitting the request for LEI assigning or LEI renewal.
2. The contractual relationship may cease to exist upon cancellation of LEI registration, in particular due to following reasons:
  - a) in the case of transfer of LEI to another LOU Registry, or to GLEIF,
  - b) dissolution, or winding-up and deletion of the LEI Entity as a legal entity/natural person entrepreneur from relevant registries pursuant to the respective legal regulations,



- c) on the basis of the fact that the Applicant/LEI Entity has been already assigned LEI in the another LOU registry,
  - d) withdrawal of LEI due to the failure of the LEI Entity to comply with the conditions during the repeated verification of data,
  - e) upon withdrawal from the contract with immediate effect in the cases under paragraph 3 of this Article.
3. CDCP may withdraw from the contractual relationship with immediate effect in the case of:
- a) a material or repeated breach of the contractual obligations by the Applicant /LEI Entity which, due to objective reasons, cannot be remedied or the remedy of which was refused despite granting of the additional remedy period under paragraph 4 of this Article;
  - b) termination of the contract between CDCP and GLEIF; CDCP will not be liable to the Applicant/LEI Entity for any damage incurred by such termination of the Contract.

The material breach of contractual obligations under this paragraph means in particular the breach of the respective provisions of these Terms and Conditions.

4. CDCP will provide the Applicant with an additional remedy period under paragraph 3(a) of no more than 10 Working Days during which the Applicant/LEI Entity is obliged to remedy the breach. The notice of remedy period will be delivered to the Applicant /LEI Entity to the email address specified by the Applicant/LEI Entity. However, if the Applicant/LEI Entity even before delivery of the email under the preceding sentence declares that the Applicant/LEI Entity will not fulfil its obligation, CDCP may withdraw from the contract with immediate effect also without providing the above remedy period or before expiry thereof.
5. The withdrawal from the contract must be made in writing. The withdrawal from the contract takes effect on the date of delivery of the written notice of CDCP of withdrawal from the contract to the Applicant. Sending of email message with the attached notice of withdrawal from the contract will be also considered to be the delivery under the preceding sentence.
6. Notwithstanding the termination of the legal relationship, CDCP maintains LEI that has been already created and assigned until the LEI Entity ceases to exist pursuant to the respective legal regulations, or until CDCP terminates its activities as LOU or until LEI is transferred from LEI Registry to another LOU Registry, whichever occurs earlier.

## **Article XV**

### **Protection of Personal Data**

1. In connection with the assignment, renewal and transfer of LEI and with related received reference data, CDCP processes the personal data of the natural person - the Applicant/LEI Entity and authorized persons and to this end CDCP is the operator pursuant to the GDPR.
2. The legal basis for the processing of the personal data of the persons referred to in paragraph (1) of this Article is necessary to process the personal data for the performance of the contract (Article 6 par. 1 (b) GDPR), which is concluded between the Applicant/LEI Entity and CDCP within the meaning of Article XIV. par. 1 and at the same time for the purposes of the Master Agreement concluded between CDCP and GLEIF.
3. The provisions of Chapter V of GDPR apply to transmission of personal data to third countries and to international organisations.



4. The purpose of processing of personal data of the Applicant /LEI Entity and of the Authorised Persons is to obtain, collect, publish and transmit the reference data to the global system of unique identifiers in line with the Master Agreement concluded between CDCP and GLEIF and with the principles of governance and recommendations of ROC and GLEIF.
5. By accepting these Terms and Conditions, the LEI Entity acknowledges that GLEIF is authorised to request from CDCP all personal data of data subjects provided to CDCP at any time, and other information regarding the LEI Entity and CDCP is obliged to provide the same. For that purpose, GLEIF is the recipient.
6. The personal data of the LEI entity shall be processed in accordance with the meaning of the Master Agreement concluded between CDCP and GLEIF and in accordance with the relevant generally binding legal regulations.
7. Information regarding the individuals rights of the Applicant/LEI entity related to the protection of the natural person's personal data, including information about supervisory authority, is published on the CDCP website.
8. For the personal data of legal entities the provisions of the Swiss Federal Act 235.1 on Data Protection of 19 June 1992 (DPA) as amended, and the related Ordinance 235.11 to the DPA of 14 June 1993 (DPO) as amended apply. In case of processing the natural person's personal data the provisions of GDPR shall apply in full.
9. In processing the personal data, CDCP acts in particular in compliance with the GDPR, with the provisions of the Swiss Federal Act pursuant to paragraph 4 of this Article and other generally binding legal regulations applicable in the territory of the SR and the EU legal acts.

## **Article XVI**

### **Special Provisions**

1. The contact persons of CDCP for the services related to assignment of LEI, management of data in LEI Registry, renewal or transfer of LEI, are published for this purpose on CDCP Website.
2. In case of any questions the LEI Entity may refer to the contact persons of CDCP under the paragraph 1 of this Article, using phone numbers or email addresses defined on CDCP Website on Working Days from 08:00 am to 04:00 pm.
3. If the documents are made in other than the Slovak language, CDCP may require the written translation to the Slovak language.
4. The contractual language used for the purpose of any official notices and communication between CDCP and the Applicant/LEI Entity is the Slovak language. CDCP may execute these notices and communication with a foreign Applicant/LEI Entity also in the English language. However, this provision is without prejudice to the right of CDCP to request the notices, or other official documents, also in the English language if CDCP considers it necessary, in particular for the purpose of their further submission to GLEIF.
5. Any act performed by the Parties by electronic means (via email) under Section 40(4) of the Civil Code will be also deemed to be the written expression of will. In mutual communication the Parties use in particular the email addresses specified by the Parties.

6. The information delivered to the Applicant by CDCP via an email message will be deemed to have been delivered on the day when the email message is sent to the address specified by the Applicant.
7. The Applicant must provide and is responsible for proper functioning of the communication channels and the access to the internet, on its part. CDCP will not be liable for damage incurred as a result of any breach of the obligations of the Applicant under this provision and provision of incorrect or erroneous email contacts by the Applicant.
8. Pursuant to the provision of Section 40(5) of the Civil Code, the legal acts performed by electronic means and signed by the qualified electronic signature or the qualified electronic seal and bearing the timestamp do not require the verification of the signature authenticity.

## **Article XVII.**

### **Transitional Provisions**

1. The Applicants/LEI Entities which as at the date of effectiveness of the Terms and Conditions are not registered in LEI Application and have not expressed in any other provable manner that they agree with these Terms and Conditions, confirm that they have read and agree with these Terms and Conditions no later than upon renewal of LEI.

## **Article XVIII**

### **Final Provisions**

1. These Terms and Conditions form an integral part of the contractual relationship between CDCP and the LEI Entity and by accepting of these Terms and Conditions the LEI Entity agrees to comply with the same.
2. LEI Entity agrees that the Terms and Conditions may be unilaterally changed by CDCP. Once the new version of the Terms and Conditions becomes effective, the previous version of the Terms and Conditions will cease to be valid and effective and be fully replaced by the new version of the Terms and Conditions. The LEI Entity agrees with the above manner in which the changes of the Terms and Conditions take place. CDCP will publish the change of the Terms and Conditions on CDCP Website, specifying the period of validity and effectiveness of the Terms and Conditions and it will provide for such disclosure and publication at least 15 days before the specified date of effect.
3. The legal relations not regulated by the Terms and Conditions for LEI will be governed by the respective provisions of Act No. 513/1991 Coll. Commercial Code as amended and other related legal regulations of the Slovak Republic, unless stated otherwise in these Terms and Conditions, generally binding legal acts of the EU, and other recommendations of GLEIF and ROC.
4. Any disputes regarding interpretation or implementation of the Terms and Conditions for LEI will be settled amicably. Any dispute not settled amicably will be referred to the exclusive jurisdiction of the Slovak courts. The general court of CDCP will be the court of local jurisdiction and the law of the Slovak Republic will be the governing law.
5. The Parties have agreed that if any provision of these Terms and Conditions becomes invalid or unenforceable, such a fact will not render the remaining provisions of the Terms and Conditions invalid or unenforceable, unless the law of the Slovak Republic requires otherwise. The Parties will replace the invalid provisions without undue delay with the valid provisions so that they come

as close as possible to the original provisions, always bearing in mind the subject and purpose of these Terms and Conditions.

6. These Terms and Conditions come into force upon approval of the Board of Directors of CDCP on 02 September 2020, and become effective on 28 September 2020.