

Terms & Conditions - LEI Services

This document (together with the documents referred to in it, including any additional terms referred to in it) sets out the legal terms and conditions ("**Terms**") which will apply to the contract between you and APIR Systems Limited ("**APIR**", "**we**", "**us**" or "**our**") (a company registered in Australia with Australian Company Number 081 044 957 and registered office and address at Level 1, 39 Jardine St, Kingston, ACT 2604, Australia) for the provision by us to you of the LEI Services (as defined below). Please read these Terms carefully and make sure that you understand them, before requesting us to provide any of the LEI Services to you. Please note that by requesting the provision by us of any of the LEI Services, you confirm and agree to be bound by these Terms and the other documents expressly referred to in them.

You should print a copy of these Terms or save them to your computer for future reference.

We may amend these Terms, including the Charges, from time to time. Please check these Terms each time you request us to provide the LEI Services to ensure you understand the terms which will apply at that time.

These Terms, and any Agreement between us, are only in the English language.

1. DEFINITIONS AND INTERPRETATION

In these Terms and the Agreement (as defined below):

1.1 The following terms and expressions shall have the meanings set out below:

"**Agreement**" means the agreement between APIR and the Organisation for the purposes of APIR providing the LEI Services and which consists of (1) the LEI Registration Form; (2) these Terms and (3) our Privacy Statement appearing on the Website from time to time and all other documents that are incorporated into these Terms or which otherwise become part of our agreement with you;

"**Business Day**" means any day on which banks are generally open for business in Canberra excluding Saturdays and Sundays. A Non-Business Day shall be construed accordingly;

"**Charge**" means, in respect of the LEI Services, the price charged by APIR in respect of that LEI Service, details of which are set out in paragraph 9;

"**Content**" means all the information and documentation requested by us on the LEI Registration Form and supplied by you to us when you apply to us for the provision of the LEI Services and required to be provided in accordance with ISO 17442 to enable APIR to issue a LEI or to enable APIR to comply with a request by you to have a LEI which has been issued to you by a pre-LOU other than the APIR ported to the APIR, and includes any annual or other updates of or additions to such information or documentation as you may be required to supply by the Terms or any applicable law or regulation or which may be requested from you by us;

"**Force Majeure Event**" means, in relation to either APIR or you, any event or circumstance which is not reasonably foreseeable and beyond its reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, inability to communicate with third parties for whatever reason, failure of any computer system, or failure of public or private telecommunications networks (including any mobile phone network), and which prevents or limits the ability of APIR or you to meet its obligations under the Agreement;

"**GLEIF**" means the Global Legal Entity Identifier Foundation which serves as the operational arm of the Global Legal Entity Identifier System and accredits and monitors LOUs;

"**GST**" has the meaning referred to in *A New Tax System (Goods and Services) Act 1999 (Cth)*, or any replacement or similar tax;

"**ISO 17442**" means the international standard "Financial LEI Services – Legal Entity Identifier (LEI)" developed by the International Organization for Standardization with ISO reference number 17442;

"**Legal Entity**" means a legal person or structure organised under the laws of any jurisdiction, or any governmental or non-governmental entity that is established by international law or treaty or incorporated at an international level;

"**LEI**" means the unique legal entity identification code comprising 20 characters issued by APIR (or any other pre-LOU) to you in compliance with ISO 17442 allowing for legal entity identification within the global financial services industry and the regulatory community in general. The first four characters of APIR issued LEI codes contain the pre-fix 2617;

"**LEI Registration Form**" means the form completed or to be completed by you within the on-line platform (<http://lei.apir.com.au/>) requesting that we provide the LEI Services to you;

"**LEI Services**" means the allocation to you by APIR of a LEI or the processing of a request from you to have a LEI which has been issued to you by a pre-LOU other than the APIR ported to the LEI Register, and/or the maintaining by APIR of the LEI Register;

"**LEI Register**" means the list of LEIs that APIR maintains, including (i) LEIs that APIR has allocated and LEIs issued by pre-LOUs other than APIR that have been ported to APIR, and (ii) a database containing information relating to all holders of LEIs that APIR has allocated or which have been issued by pre-LOUs other than APIR and ported to APIR, including the Content which may be accessed by the general public in any jurisdiction at any time free of charge;

"**Licence Fee**" means the licence fee and any other fees, charges and costs payable by APIR to GLEIF in connection with the LEI, the LEI Services or you, plus any related fees, charges, costs, levies, duties or taxes (including in relation to currency conversion);

"**Local Operating Unit**" or "**LOU**" or "**pre-LOU**" means the individual entities in each jurisdiction designated as being the competent authority to issue LEIs in that jurisdiction, and in Australia being APIR, having been designated as such by the Australian Securities and Investments Commission;

"**Organisation**" means the Legal Entity which is named on the LEI Registration Form;

"**Privacy Statement**" means the document called "Privacy Statement" which sets out the terms upon which personal information about you will be gathered and processed, and which is published on the Website;

"**User Registration Form**" means the form completed or to be completed by you within the on-line platform (<http://lei.apir.com.au/>) requesting that we make available the LEI Services to you; and

"**Website**" means the website <http://lei.apir.com.au/> or any replacement website owned and maintained by APIR.

1.2 Words in the singular shall include the plural, and vice versa.

1.3 The headings in these Terms are for convenience only and shall not affect the interpretation of any provision of the Agreement.

1.4 References to the words "**includes**" or "**including**" shall be construed without limitation.

1.5 When we refer, in these Terms, to "**in writing**", this includes e-mail.

1.6 References to "**you**" or "**your**" means the Organisation and the person, acting on behalf of an Organisation, who has completed a LEI Registration Form and who requires us to provide the LEI Services for that Organisation on these Terms.

2. PROVISION OF THE SERVICES

2.1 In consideration of the representations, warranties and undertakings given by you and in further consideration of the payment of the Charges by you, APIR agrees to provide the LEI Services to you subject to these Terms.

2.2 You warrant and represent to us that you have the full and unfettered power, legal capacity and authority for and on behalf of the Organisation to request APIR to provide the LEI Services, to incur the Charges and to enter into and perform the obligations set out in the Agreement for and on behalf of the Organisation. You enter into and perform the Agreement for and on behalf of the Organisation.

3. SECURITY

3.1 You shall ensure that your password, and any other piece of information which we might provide or issue to you as part of our security procedures, are kept secure and confidential and that access to your password, or any other piece of information, is restricted to you only.

3.2 You shall treat your password, and any other piece of information issued to you by APIR as part of our security procedures, as confidential, and you shall not disclose it or them to any third party. We have the right to disable your password, whether chosen by you, or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. You are responsible for any use by any person using your password or any other piece of information being part of our security procedures provided or issued to you.

4. INFORMATION

4.1 By completing and submitting a LEI Registration Form and providing the Content you expressly warrant, represent and confirm to us that the Content is true, complete and accurate in all respects and that you have not previously applied to APIR for a LEI, or to any other Local Operating Unit for any similar legal entity.

4.2 If when completing our verification procedure APIR discovers that the Organisation has applied for, or been granted, any similar legal entity identification number equivalent to a LEI by any other Local Operating Unit, your application for the issue of a Pre-LEI shall be rejected but the Charges shall still be payable by you.

4.3 You will ensure that the Content remains up to date and accurate and you irrevocably undertake and agree to notify us immediately of any changes to the Content and to undertake a verification exercise of the Content at least once in each calendar year by logging on to your account and either confirming that the Content remains accurate in all respects or updating such of the Content which is inaccurate or incorrect.

4.4 In consideration of us providing the LEI Services to you and issuing you with a LEI (or porting to APIR a LEI which has been issued to you by a pre-LOU other than APIR) you irrevocably and unconditionally covenant with and undertake to us that your Organisation will indemnify and keep fully indemnified APIR from and against any and all fines, penalties, awards, claims, actions, proceedings, judgments, decrees, orders, liabilities, losses (including but not limited to incidental, exemplary, compensatory, punitive, special or consequential losses, damage to reputation and loss of profits, revenue, goodwill, business opportunity or anticipated savings) costs and expenses of whatsoever nature, howsoever arising (including, without limitation, any professional fees, charges or expenses incurred in investigating, obtaining advice with respect to or resisting or appealing any such fines, penalties, awards, claims, actions, proceedings, judgments, decrees, orders, liabilities, losses, costs or expenses) suffered or incurred by us as a direct or indirect consequence of or in connection with your access or use of or conduct in connection with a LEI Service, including any representation and warranty by you at paragraph 4.1 or otherwise in the Agreement being incorrect, untrue or misleading in any respect, any breach by you of the undertaking given at paragraph 4.3 or of any other term of the Agreement and any breach of any law or regulation by you.

4.5 You acknowledge and agree that failure by you to undertake a verification exercise as required by paragraph 4.3 may result in APIR withdrawing your LEI.

5. WAIVER OF RIGHTS AND LICENCE

5.1 By completing and submitting a LEI Registration Form to us, or requesting that a LEI issued to you by a pre-LOU other than APIR be ported to APIR, you acknowledge and agree that the LEI Register, including the LEI assigned to you, and the database containing information relating to all holders of a

LEI, including the information submitted by you to us when completing the LEI Registration Form, is being provided by us as service to, and may be accessed by, the general public in any jurisdiction at any time free of charge on an unrestricted basis.

5.2 You further confirm, acknowledge and agree that the Content is non-confidential and non-proprietary and that your Organisation grants to us an irrevocable, royalty free, non-exclusive, transferable, worldwide licence to:

(a) use any or all of the Content for the purposes of providing the LEI Services and generating or maintaining databases of information concerning Legal Entities;

(b) electronically reproduce and distribute, and publicly display and disseminate the Content on any website operated by us or through any other media, including the Website, which may be accessed free of charge, and copied, on a unrestricted basis by the general public in any jurisdiction; and

(c) use, copy, reproduce, distribute, transfer, compile and disclose any Content to third parties, including to any other Local Operating Unit, in any form, in any media and via any technology we choose for any purpose whatsoever.

6. LIABILITY

6.1 We shall not be liable to you or, for any delay in performance or non-performance of our obligations hereunder, including where such delay or non-performance is caused by a Force Majeure Event.

6.2 To the fullest extent permitted by law, we shall not be liable in any circumstances to you or any other party for any loss, cost, expense or damage suffered or incurred by you or any other party and/or which may arise, from or in connection with the Agreement or any LEI Services, including direct, indirect, incidental, exemplary, compensatory, punitive, special, consequential or other losses, costs, expenses or damages, damage to reputation, loss of data, loss of income, profits, revenue, business opportunity, anticipated savings, contracts or opportunity, loss of goodwill or claims by third parties, and whether caused by tort (including negligence), breach of contract or otherwise, even if such loss, cost, expense or damage was reasonably foreseeable by us.

6.3 Without limiting paragraph 6.2, our maximum total liability to you in connection with the Agreement or any LEI Services shall not exceed the total amount paid by you to APIR for the LEI Services during the 12 months immediately preceding the event giving rise to the alleged liability.

7. FORMATION OF THE AGREEMENT

7.1 The submission of a LEI Registration Form by you to us, or a request made by you that a LEI which has been issued to you by a pre-LOU other than APIR be ported to APIR, shall be deemed to be acceptance by you of these Terms.

7.2 Notwithstanding the submission by you of a LEI Registration Form, the issue by us of a LEI to you shall be conditional upon the verification procedures which we undertake in relation to ISO 17442 having been completed to our absolute satisfaction, your provision of Content in accordance with the Agreement and your payment of the relevant Charges, and we may refuse, at our absolute discretion and without any need to assign a reason therefore, to issue a LEI if the verification process is not completed to our satisfaction or where you fail to provide any of the Content or pay the relevant Charges.

8. PAYMENT AND REFUNDS

8.1 We shall make, and you must pay, a Charge for the issue of each LEI and for each annual verification exercise undertaken by you in compliance with paragraph 4.3. The current Charges are set out in paragraph 9.

8.2 You must make payments to us using a method acceptable to us and specified by us by any means (including on the Website).

8.3 All payments are not refundable, except as otherwise agreed by us.

9. CHARGES

You must pay to us the following Charges.

9.1 The Charge for the issue of each LEI will be \$220 plus the Licence Fee, plus GST on each. The Charge for porting to the LEI Register of a LEI issued to you by a pre-LOU other than APIR will be \$130 plus the Licence Fee, plus GST on each.

9.2 The Charge for submitting each annual verification exercise in respect of each LEI undertaken by you in compliance with paragraph 4.3 will be \$130 plus the Licence Fee, plus GST on each.

9.3 The Charges set out in paragraphs 9.1 and 9.2 may be subject to change at any time at the absolute discretion of APIR, or where required by any LOU or pre-LOU, or GLEIF. Changes to the Charges will be posted on this Website.

9.4 All Charges are in Australian Dollar (AUD), and are subject to GST, where applicable, which you must pay. The Charges are non-refundable.

10. VARIATION OF THESE TERMS

10.1 The LEI Services are provided by the APIR within the current requirements and functional scope of ISO 17442 and the directives issued by the Financial Stability Board and the Legal Entity Identifier Regulatory Oversight Committee. APIR reserves the right to (and APIR may) regulate the Website (including by the transfer of any LEI into the Global LEI System) or change the type, content and scope of the LEI Services and these Terms at any time.

10.2 We reserve the right to (and we may) in our sole discretion make changes to, impose limits or conditions on your use of, or suspend or terminate, the LEI Services or the Terms, including changes to the Charges, at any time without notice or liability, except as required under applicable law.

11. TERMINATION

11.1 We may immediately terminate the Agreement and withdraw the LEI Services without notice if:

- (a) you fail to undertake a verification exercise in contravention of paragraph 4.3 or you breach any other term of the Agreement;
- (b) you go into liquidation or if you enter into a voluntary arrangement with your creditors or equivalent procedure;
- (c) you cease trading;
- (d) any representation, warranty or statement made by you to us is or becomes untrue, incorrect or misleading in any respect;
- (e) we must do so in order to comply with any law;
- (f) we reasonably believe that the LEI Services have been used negligently, illegally or fraudulently by you, or by a third party as a result of your negligence or recklessness, illegality or fraud; or
- (g) for any reason the Agreement becomes unenforceable or void.

If we take such action we will immediately give you notice in writing that we have done so.

11.2 The Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated.

11.3 We may terminate the Agreement on giving not less than 20 Business Days prior written notice to you.

11.3 You may at any time request that we deactivate your password and terminate the Agreement by giving us not less than 20 Business Days prior written notice to that effect.

12. TEMPORARY WITHDRAWAL OF THE LEI SERVICES

12.1 In the event of a breakdown, fault or malfunction of, or connection to, any system used in connection with the LEI Services, or where there is a real or potential security risk, we shall be entitled

to, and we may, without incurring any liability to you or any party, suspend the LEI Services or access to the Website for such period as may be required to remedy, address or resolve the system issue.

12.2 You accept and agree that electronic communications, the internet, telephone lines and other telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. We do not guarantee the privacy or confidentiality of communications via such media.

12.3 From time to time, it may be necessary to or desirable (in our opinion at our discretion) for security reasons, maintenance, upgrades or other reasons to make the LEI Services unavailable to you and/or change authentication procedures or processes for accessing the LEI Services. You accept and agree that these events may occur and that we have no liability to you in the event of this happening.

13. GENERAL

13.1 All notices to be sent to or from either APIR or you in connection with this Agreement (apart from the LEI Registration Form and the annual verification exercise undertaken by you in accordance with paragraph 4.3 which may only be submitted or undertaken by accessing the Website and logging in to your account or delivery of letter or email to APIR or your address or email address shown on the LEI Registration Form or the User Registration Form. You must notify us of any change of address or e-mail address (as the case may be) by logging onto your account and updating the details appropriately. Notices sent by e-mail shall be deemed to be effective when sent, provided that no notification of non-delivery has been received by the sender. Notices sent by letter shall be deemed to be effective on the second Business Day after posting.

13.2 Each provision of the Agreement is severable and distinct from one another. If any provision of the Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall not be affected.

13.3 It is acknowledged that:

- (a) neither APIR nor you have relied on any prior representations when entering into the Agreement; and
- (b) the Agreement sets forth the entire agreement between APIR and you with respect to the subject matter covered by it and that it supersedes all prior communications and understandings whether written or oral between APIR and you relating thereto.

13.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.5 These Terms are governed by the laws of the Australian Capital Territory, and the Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by the laws of the Australian Capital Territory. Both APIR and you agree to the exclusive jurisdiction of the courts of the Australian Capital Territory.