



Centrální depozitář cenných papírů, a.s.

LEI Assignment and Record-keeping Rules

Version No. 1
effective as of 1st October 2017



PART I – INTRODUCTORY PROVISIONS

Article 1

Position of the Central Depository, Subject of the Rules and their Binding Nature

1. The Central Securities Depository Prague, with its registered office at Rybná 14, 110 05 Prague 1, ID No.: 25081489, is a joint-stock company entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 4308 (hereinafter the “**Central Depository**”).
2. The Central Depository acts as a Local Operating Unit (hereinafter the “**LOU**”) as a member of the Global Legal Entity Identifier System (hereinafter “**GLEIS**”), within which it assigns and keeps records of the Legal Entity Identifier Codes (hereinafter the “**LEI**”). The LEI is a unique 20-digit code assigned according to the ISO 17442 standard which defines a legal entity or structure organised under the laws of any jurisdiction (hereinafter the “**Legal Entity**”).
3. In particular, these rules (hereinafter the “**Rules**”) define the conditions of service provision of the assignment and record-keeping of LEIs by the Central Depository. The Rules are binding on the Central Depository, LEI applicant, entities to which an LEI has been assigned and entities which are interested in transferring their LEI to the Central Depository. The Rules represent business terms and conditions pursuant to Sec. 1751 et seq. of Act No. 89/2012 Sb., the Civil Code (hereinafter the “**CC**”).
4. The Central Depository is entitled to change the Rules to a reasonable extent. A change in the Rules shall become effective upon its publication on the website www.cdcp.cz, unless the Central Depository specifies otherwise.

PART II – CONTRACTUAL RELATION

Article 2

Agreement on LEI Assignment and Record-keeping

1. The Central Depository shall assign the LEI and keep its records on the basis of the agreement concluded with the applicant on the assignment of the LEI and its record-keeping (hereinafter the “**Agreement**”). The Agreement shall apply mutatis mutandis to the record-keeping of an LEI assigned earlier by a different LOU.
2. Only Legal Entities (hereinafter the “**Applicant**”) shall enter into an Agreement with the Central Depository under the conditions specified herein.
3. The Agreement is governed by Czech law and the Czech courts shall have the exclusive jurisdiction to settle disputes between the Central Depository and the Legal Entity.
4. Providing information, filing an application or any other formal notices of the Legal Entity in relation to the Agreement shall be made in the Czech, Slovak or English languages, duly dated and signed by the person(s) authorised to represent the Legal Entity. The authorisation to represent a company should fundamentally arise from public registers, the Commercial Register in particular, or be accompanied by a power of attorney signed by the person(s) named in those registers. In other cases, the Central Depository reserves the right to ask the Applicant for a proof of authorisation to represent a company or to reject the application.

Article 3

Entering into an Agreement

1. A form draft of the Agreement can be downloaded from the Central Depository’s website, at least in Czech and English. The Agreement shall be concluded electronically. The form draft of the Agreement contains the Applicant’s statement of its consent to apply these Rules to the legal relation.
2. The Applicant shall fill in all the mandatory information, and possibly other optional information, in the Agreement and send it electronically to the Central Depository, along with any attachments. Following a preliminary check performed in accordance with Article 7, the Central Depository shall accept the duly made proposal and notify the Legal Entity about the conclusion of the Agreement via e-mail, along with a request for



the payment of the fee. After the payment of the fee, the Central Depository shall assign an LEI to the Legal Entity.

3. The Central Depository is entitled to ask the Applicant to submit the original documents which had been delivered electronically.

Article 4

Price Terms for Services

1. The Central Depository provides its services for consideration defined in the Central Depository Price List and the Tariff of Material Costs (hereinafter the "**Price List**"), together with the specification of the terms of payment.
2. The Legal Entity is particularly obligated to pay the fee for the assignment of an LEI. The revalidation and renewal of an LEI are also subject to fees. The Price List also contains the price term provisions for the transfer of an LEI to a different LOU.
3. The Central Depository is entitled to change the fees or to introduce new fees unilaterally, including a change or designation of their amount and method of payment. The Central Depository is entitled to make such changes once a year.

Article 5

Other Rights and Obligations of the Parties

1. The rights and obligations of the Parties are determined primarily by the Agreement, the Rules and the Price List.
2. The Legal Entity is primarily obligated:
 - a) to provide the Central Depository with true, complete and authentic information;
 - b) not to apply for a second LEI with the Central Depository or another LOU;
 - c) to check the reference information provided in connection with the LEI (Legal Entity Reference Data, hereinafter the "**LE-RD**") at least once a year and verify its accuracy;
 - d) to report any changes concerning any aspect with an actual or potential impact on the LEI or LE-RD, without undue delay.
3. The Legal Entity acknowledges that
 - a) it is entitled to request a free transfer of its LEI to another selected LOU or to require another LOU to request such a transfer on its behalf;
 - b) the assignment of the LEI and its annual renewal are subject to the requirements defined by the Global Legal Entity Identifier Foundation (hereinafter "**GLEIF**");
 - c) the Central Depository may change the LE-RD on the basis of legislation or its own findings;
 - d) GLEIF is entitled to request a transfer of the LEI to another LOU.

Article 6

Duration of Agreement

1. The Agreement is concluded for the duration of the legal existence of the Legal Entity or for a period during which it complies with the LEI assignment terms and conditions. The Agreement shall also be terminated by the cessation of the Central Depository.
2. The Agreement may be prematurely terminated as a result of:
 - a) the transfer of the LEI to another LOU or to GLEIF by the Legal Entity,
 - b) the Legal Entity losing the status which entitles it to use the LEI,
 - c) the revocation of the LEI as a result of the Legal Entity's non-compliance with the requirements during revalidation.



3. The Agreement may be terminated, with immediate effect, as a result of a serious or repeated violation of the contractual obligations which cannot be remedied or the remedy of which was rejected, despite the provision of a reasonable time to remedy it.
4. The Agreement may be terminated by the Central Depository, with immediate effect and without any liability for damage caused by the termination, if the agreement between the Central Depository and GLEIF (Master Agreement) is terminated.

PART III – LEI ASSIGNMENT

Article 7

LEI Assignment Principles

1. Before concluding the Agreement, an employee of the Central Depository performs an automatic and manual check that the information provided by the Applicant and the draft Agreement correspond to publicly available information and that other optional information given is not evidently incorrect.
2. The Central Depository is entitled to request the submission of documents necessary for the proper assignment of an LEI or demonstrating the authorisation for the assignment of an LEI. Foreign Applicants shall submit documents that best correspond to the documents required from the domestic Legal Entities.
3. The Applicant shall provide the Central Depository with the completed draft Agreement and the following annexes in particular:
 - a) copies of proposals to make an entry or make changes to an entry in the Commercial Register which have not been implemented in the Commercial Register as of the application date; or
 - b) proof of authorisation to conclude the Agreement by a representative on behalf of the Applicant, if need be.
4. An Applicant with its registered office abroad is fundamentally obliged also to submit an extract from the Public Register, i.e. a public deed proving the legal status of the Legal Entity, with the specification of its registration, legal form and business name. If this document does not contain details of the address or governing bodies or the authority to act on behalf of a foreign Legal Entity, these facts need to be proven in another conclusive manner. If the governing body of a foreign Legal Entity is another Legal Entity, it is necessary to attach an extract from the Commercial Register or a similar public deed of the Legal Entity which is the governing body. This obligation shall not apply to Applicants from countries which distantly publish current information about the Applicants in a public register for free.
5. Documents submitted in a language other than Czech, Slovak or English must be accompanied by a translation to these languages.
6. The Central Depository is entitled to request the Applicant to submit additional information and documents, the submission of which shall be reasonably deemed necessary. If the Applicant cannot submit any of the documents, it shall notify the Central Depository, which then decides on the submission of substitute documents.
7. If it is impossible to assign an LEI, especially owing to duplicity, or if any data cannot be validated, an employee of the Central Depository shall consult the Applicant. If the consultation fails to eliminate the problems, the Central Depository shall reject the assignment of an LEI. If duplicity or another inconsistency is proven after the assignment of an LEI, the LEI shall be established as inactive with the relevant explanation.
8. Following the payment of the fee, the Central Depository shall assign the LEI and the Applicant will receive an automatic e-mail notification about the assigned LEI and a tax document confirming the payment of the fee.
9. The assignment of an LEI and the revocation or a change in the registered data of an already assigned LEI is carried out by the Central Depository according to the ISO standard 17442, these Rules, the Agreement with GLEIF and the GLEIF recommendations.
10. The Central Depository shall publish the information regarding the assignment of an LEI, its revocation and changes thereof without undue delay on its website.



11. The Pre-LEI issued by the Central Depository before the date of accreditation from GLEIF shall become the LEI as of the date of accreditation. The date of accreditation will be published on the Central Depository's website.

PART IV – LEI RECORD-KEEPING

Article 8

Record-keeping of LEIs and changes in LE-RD

1. The Central Depository keeps records of all LEIs assigned and publishes a database of all authorised entities for which it keeps records of LEIs in the publicly accessible section of its website. The database is available to download in the XLS and XML formats. On the Central Depository's website, it is also possible to determine the existence of an LEI by entering the company ID No. or name of the Legal Entity.
2. The database contains especially the information required by the ISO standard and recommendations issued by GLEIF. The extent of the recorded data is stated in the database available on the website. The Legal Entity is obligated to check the LE-RD information at least once a year, verify its accuracy and report changes concerning any aspect with actual or potential impact on the LEI or LE-RD.
3. The Central Depository shall change the recorded LE-RD data on the basis of the Legal Entity's notification, its own finding or a notification of an error in the database submitted by third parties.
4. Third parties can report errors in the database by sending an e-mail notification to lei@pse.cz.
5. The Legal Entity shall send the required information electronically with a guaranteed electronic signature to the Central Depository's data box, or in simple electronic form, without undue delay once it becomes aware of such information.
6. Notifications by a Legal Entity or a third party shall be accompanied by a document proving the required change or by a reference to the change entered in the public register.
7. The Central Depository shall compare the data recorded for an active LEI at least once a year with the public registers, so that potential changes not reported by the Legal Entity are revealed.
8. The Central Depository is not liable for the accuracy of the data provided by the Applicant for the assignment or revocation or changes in the registered data concerning a previously assigned LEI, which are not simultaneously stated in the public registers.

Article 9

Prolonging LEI validation and re-validation

1. An LEI is valid for one year from the day of its assignment or renewal.
2. Unless renewed, the LEI cannot be used for the identification of the Legal Entity after its expiry.
3. The Central Depository shall send out e-mail notifications of the need to renew the validity of the LEI at least 6 weeks before its expiry. The notification shall contain a request for update of information. After the update of information, a request for payment of the annual fee is sent. After the payment of the fee, the LEI validity is renewed for a year. In the event of failure to pay the fee, the LEI shall be revoked.
4. The Central Depository is entitled to keep records of the LEI even after its expiry.

Article 10

LEI Transfer

1. A transfer of LEI means:
 - a) registration of an LEI assigned by another LOU in the Central Depository records, or
 - b) deregistration of an LEI from the Central Depository records and its registration with another LOU.
2. The transfer of an LEI shall not entail its change.



3. The Applicant for the transfer of an LEI to the Central Depository's database shall fill out an electronic application for the registration of the LEI with the required information and forward it to the Central Depository. In the application, the Applicant shall particularly state the LEI to be registered in the Central Depository's database and the name of the LOU from which the LEI shall be transferred.
4. After receiving a confirmation of the transfer of the LEI from the relevant LOU, the Central Depository shall register the LEI.
5. The expiry date of an LEI transferred from another LOU and registered by the Central Depository shall remain the same as before the transfer from the original LOU.
6. After receiving a duplicate application for transfer from the Applicant and the LOU, the Central Depository shall deregister the LEI. The Applicant shall fill out an electronic application for the deregistration of the LEI with the required information and forward it to the Central Depository.
7. The LEI shall be deregistered from the Central Depository's database in order to transfer it to another LOU by marking the LEI as transferred, along with stating the name of the LOU to which it was transferred.
8. In specifically justified cases, the LEI may be transferred to another LOU upon GLEIF's request. GLEIF may also request a transfer directly to its database.

Article 11 Revocation of LEI

1. The Central Depository shall revoke the LEI without undue delay upon the request of the Legal Entity. The Legal Entity is entitled to request a revocation of the LEI as a result of a takeover by another Legal Entity or the termination of its economic activity.
2. In those cases under Article 6 (2), the Central Depository shall also revoke the LEI at its own initiative.
3. The request for the revocation of an LEI shall be submitted by the Legal Entity in writing using a standardised form (hereinafter the "**LEI Revocation Request**") which is available on the Central Depository's website, along with documentation proving the legitimacy of such revocation. The Central Depository is entitled to request the submission of other documents.

Article 12 Intellectual Property Rights

1. In order for the GLEIS system to operate properly, it is necessary to ensure free access of third parties to the LEI and LE-RD.
2. In the event that the intellectual property legislation grants the LEI or LE-RD protection of any type, extent or legal nature, the Legal Entity shall transfer such LEI rights irrevocably and in full to the Central Depository, which then transfers them to GLEIF. In the event that the transfer of rights is not legally possible, the Legal Entity shall provide the Central Depository and GLEIF with a licence for use.
3. The Legal Entity shall retain rights to its legal name and the rights to use it shall be provided only to the extent of its use as reference information within the LE-RD.
4. The purpose of the assignment of rights or granting a licence is to remove obstacles to publishing the LEI or LE-RD in GLEIS and their use by third parties, transferring data from LOU to the Global LEI Repository and the downloading or use of the LEI or LE-RD by third parties for any purpose.

PART V – FINAL PROVISIONS

Article 13 Effectiveness

1. All changes to the Rules shall be ruled on by the Board of Directors of the Central Depository.
2. This amendment of the Rules shall come into effect as of 1st October 2017.