



General Terms and Conditions (GTC) of the Federal Statistical Office (FSO) for the allocation and renewal of a legal entity identifier (LEI)

1. Scope of application

1.1 The General Terms and Conditions regulate the relationship between an applicant UID entity (hereafter referred to as the applicant) as regards the allocation and renewal of an LEI in Switzerland and the Federal Statistical Office as the issuer in Switzerland pursuant to Art. 10a of the Federal Act on the Business Identification Number (BINA).

1.2 They are based on the principles of the Global Legal Entity Identifier System (GLEIS), especially the statutes of the Global Legal Entity Identifier Foundation (GLEIF) dated 26th June 2014 and the Charter of the Regulatory Oversight Committee (ROC) for the Global Legal Entity Identifier (LEI) System.

1.3 With a binding submitted application for the allocation of an LEI, the present General Terms and Conditions are considered as accepted by the applicant. With the General Terms and Conditions, the applicant accepts that the allocation and renewal of an LEI shall take place pursuant to the principles and provisions of the GLEIS.

1.4 The contract between the FSO and an applicant and specifically the present GTCs shall be terminated automatically if the applicant ceases to exist, in case of a transfer of the applicant's LEI to a different local operating unit (LOU) or to GLEIF or if the FSO loses its accreditation as a LOU. If the FSO loses its accreditation as a LOU, the applicant can request the FSO to transfer its LEI to another LOU.

1.5 The contract between the FSO and an applicant and specifically the present GTCs may be terminated by the FSO in case of deprivation of the LEI due to non-compliance of the applicant with requirements in the course of re-validation. The contract may be terminated by the applicant when he abandons its status as Legal Entity with an LEI. The contract may be terminated with 6 months' notice to the end of a month.

1.6 The contract between the FSO and an applicant and specifically the present GTCs may be terminated by the FSO with immediate effect, and without any liability of the FSO for any damages caused by such termination, (i) for cause in the event of severe or repeated violation of contractual duties, for which no cure is possible, or cure has been refused despite a reasonable cure period and (ii) in the event that the Master Agreement of the FSO with GLEIF is terminated.

2. Application for allocation of an LEI

2.1 Pursuant to Art. 3 para. 1 let. c BINA, any UID entity may file an application with the FSO for allocation of an LEI. It may request the LEI for itself or for the funds it manages or for subsidiaries it controls nationally or internationally.

2.2 All applications and information provided or communicated by a UID entity to the FSO in connection with an LEI must be submitted and fully dated by an authorised signatory (as per the Commercial Register) from the UID entity or by a delegate nominated by this person who should receive an LEI.

2.3 An application is binding if the General Terms and Conditions have been accepted by the authorised signatory of the corresponding UID entity.

2.4 The LEI is allocated once the invoice for initial registration has been paid. Paid fees shall not be reimbursed.

2.5 To submit an application for allocation of an LEI, a user account must be created on the FSO website. The user account makes it possible to administer an LEI.

2.6 User accounts are accessed with a username and password.

2.7 An application and any other formal notices have to be filed in German, French, Italian or English.

3. Renewal of the LEI

3.1 The LEI needs to be renewed every year by an authorised person from the UID entity or by their nominated representative.

3.2 With the timely payment of the annual renewal fee, the UID entity implicitly declares that it wishes to renew the LEI.

3.3 The LEI shall be renewed as soon as the annual fee has been paid. Paid fees shall not be reimbursed.

3.4 If the annual fee is not paid in time, the LEI shall not be renewed and shall be considered to have expired the day after the final payment deadline date.

3.5 An expired LEI can be renewed through a user account at any time.

4. Obligations of the applicant

4.1 The applicant agrees to deliver complete and correct information as required.

4.2 The applicant confirms that it shall not request any other LEI for the same UID entity, whether it be from the FSO or another LOU.

4.3 The applicant agrees to verify and inform the FSO of any necessary changes to the reference data published at [http\(s\)://www.gleif.org](http(s)://www.gleif.org) at least once a year.

4.4 The applicant accepts that its data shall be processed pursuant to the superordinate bases and provisions of the GLEIS. It notably agrees that the scope of the data to be announced may change on the basis of these superordinate regulations of GLEIS and that the data shall be published as open data.

4.5 The applicant accepts that the FSO may be required by mandatory law or per internal LOU controls to change its data.

4.6 A UID entity that is not bound by national legislation concerning financial reporting according to the "International Financial Reporting Standards" (IFRS) or the "United States Generally Accepted Accounting Principles" (US GAAP) must provide information on holdings in other companies to apply for an LEI. If it wishes to make use of existing opt-out possibilities, it must specifically mention this with its application for the allocation or renewal of an LEI.

5. Granting of rights

5.1 Purpose of use. The applicant knows and is aware that the LEI and LE-RD is transmitted by FSO to the GLEIF and other LOUs and is made publicly accessible within the scope of the GLEIS. Any party is free to call up, use and further distribute the LEI and LE-RD within the scope of GLEIS's respective rules (cf. in particular Appendix 09a of the Master Agreement, Terms of Use of the GLEIF).

5.2 Granting of rights. The applicant herewith grants FSO - irrevocably and without temporal, geographic or content restriction - any and all rights to the information, data and details transmitted by it, especially in the LE-RD, that are required to fulfil the GLEIS requirements as applicable. In particular, FSO is authorised by the applicant to pass on data provided to it and any rights associated therewith to GLEIF within and pursuant to the GLEIS.

To the extent such granting of rights should not be possible or valid for whatever reason, the applicant undertakes to grant these rights as soon as possible, in all events without undue delay upon first demand by FSO and without counter-performance. The applicant herewith waives the assertion of any and all rights which might hinder the distribution, public accessibility or gratuitous use for information purposes.

The above paragraphs particularly apply to the name of the applicant and the names of the applicant's representatives and organs, as well as to the names of the authorised agents, contact persons and signing individuals acting vis-à-vis FSO, as well as to any data associated therewith in each case.

Insofar as personal data might be transmitted or the data might affect the rights of third parties, the applicant herewith undertakes to obtain the necessary rights and consents prior to transmission to FSO.

5.3 Indemnification. The applicant indemnifies FSO and the GLEIF as well as, if applicable, other LOUs within the GLEIS, against claims of third parties in the event that third parties should take legal action against FSO or the GLEIF on grounds of the processing, storage or use of the information provided by the applicant as well as of the LEI or LE-RD. The same applies to any costs and expenditure that may be incurred by FSO or the GLEIF triggered by such claims.

6. Challenges

6.1 The applicant information may be challenged by a third party. In such a case, the FSO will validate the challenge. The challenge may be accepted and published, corrected and published or rejected.

7. Costs

7.1 The allocation of an LEI is subject to charge. If the prerequisites for allocation are fulfilled, the applicant shall be transferred to a payment platform. Payment must be paid within 30 days.

7.2 For the payment of the annual renewal fee of an LEI, the FSO shall send a reminder email to the authorised signatory of the UID entity or the nominated representative 6 weeks before expiry of the deadline. Timely payment of the fee shall be considered as a renewal application.

7.3 The annual fee shall be set and announced by the FSO taking into account the cost coverage principle. The fee may vary annually. Paid fees shall not be reimbursed.

7.4 Payment shall be made online.

8. Transfer

8.1 The UID entity may request the transfer of its LEI to another LOU at any time.

8.2 The GLEIF shall reserve the right to request the transfer of the LEI to another LOU.

9. Acknowledgement of the requirements and precedence of the GLEIS

9.1. General content and precedence of the GLEIS. The applicant herewith confirms that it is aware of the purpose and functioning of the GLEIS. It herewith additionally confirms that it has read the documents referred to in these GTC's and agrees to their content. The applicant herewith particularly waives its assertion of claims against FSO with regard to any conduct where FSO acts pursuant to GLEIS requirements or as concretely demanded by the GLEIF.

9.2 Material elements of the GLEIS.

The applicant herewith expressly confirms,

- that it knows and is aware that it is obliged to make an annual payment for the revalidation and renewal of its LEI;
- that it knows and is aware that, on grounds of mandatory law or regulatory requirements of the GLEIS, respectively the GLEIF, or of FSO, FSO may be required to change LE-RD without the applicant's consent;
- that it knows and is aware that the issuance of the LEI, and its annual revalidation and renewal is subject to requirements established by the GLEIS, respectively the GLEIF, which can change from time to time, and which are published by the GLEIF, for example on www.gleif.org;
- that it knows and is aware that the GLEIF reserves the right to request the transfer of the LEI and its management to another LOU (whereby the general terms and conditions of the assuming LOU shall replace this Agreement in such case), without any separate fees being assessed hereof;
- that it knows and is aware that it may request the transfer of its LEI and its management to another LOU (to be specifically designated by it), and/or that it itself may allow another LOU to request such transfer on its behalf, and that no fees will be assessed for this.

10. Liability

FSO excludes any liability for damages unless in the individual case a particular quality of performance has been promised, a guarantee assumed or a defect concealed in bad faith. This exemption of liability does not apply to damage claims, irrespective of the legal grounds, if FSO, its representatives have breached their duties with gross negligence or wilful intent ~~or if such damage claims concern injuries to life, limb or health~~. In the event of a breach of material contractual obligations (i.e. obligations whose fulfilment is required for the orderly performance of the Agreement and upon whose fulfilment the applicant regularly can and may rely), the

exemption of liability also does not apply in cases of negligence. In such case, the liability is limited to damages that are foreseeable and typical to the type of contract.

11. Statute of limitation

Warranty claims against FSO become statute-barred one year after the commencement of the respective limitation period. This does not apply in cases where FSO bears unlimited liability pursuant to the provisions of point 10 above.

12. Applicable law and jurisdiction

12.1 Swiss law shall exclusively apply.

12.2 Bern shall be the place of jurisdiction.