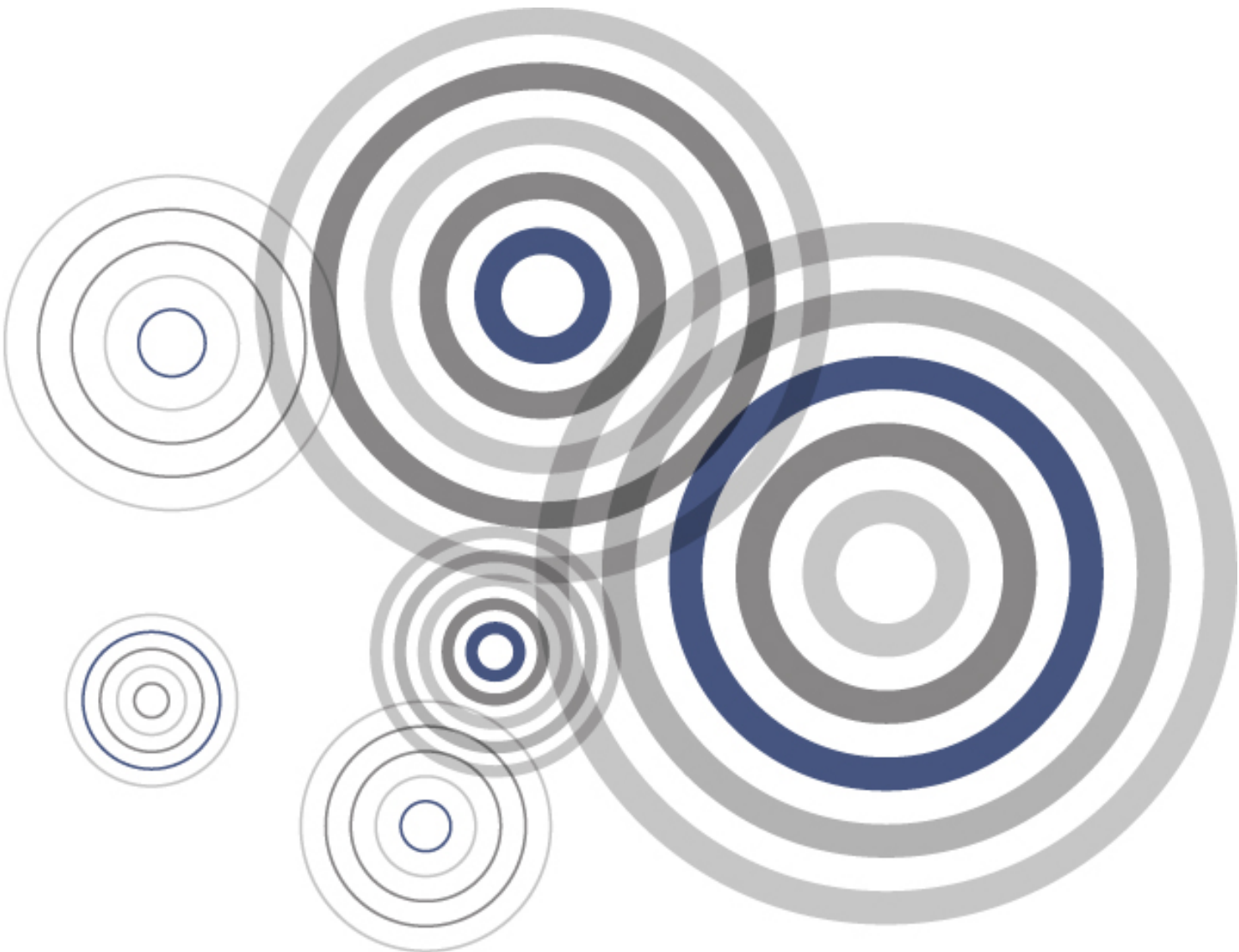


GLEIF unrestricted

GLEIF Vendor Relationship Group Charter



I. INTRODUCTION

The Global Legal Entity Identifier Foundation (GLEIF) was established by the Financial Stability Board (FSB) as a not-for-profit organization to develop and maintain the LEI as a broad public good for the benefit of the users of the public and the private sector. Find more about governance structure on www.gleif.org.

GLEIF is subject to the oversight of the LEI ROC (Regulatory Oversight Committee, www.lei-roc.org) with about 60 public authorities from over 40 jurisdictions. The LEI ROC references the provisions in the GLEIF Statutes for its oversight duties.

GLEIF delivers, under open data terms of use, high quality and free-of-charge business card information about legal entities.

II. GLEIF VENDOR RELATIONSHIP GROUP OBJECTIVES

- A. To jointly promote the LEI and related use cases
- B. To make it possible for GLEIF to understand market and product requirements of the LEI data delivered by GLEIF.
- C. To make it possible for the GLEIF Vendor Relationship Group to express their views on GLEIF's existing LEI services or the developments of LEI services and to stipulate the development of additional LEI services.
- D. To have an open platform that facilitates communication between GLEIF and vendors via representative organizations.
- E. To have an efficient means of communicating updates to the Common Data File Format and other GLEIS standards.
- F. To exchange information and to share views on existing or upcoming initiatives in the public or private sector.

III. GLEIF VENDOR RELATIONSHIP GROUP

The Vendor Relationship Group should be composed of representative organizations of relevant data and technology vendors, providing LEI data to their customers in their products and services. Such representative organizations will usually own or support a significant capability in data and data distribution that is relevant to the GLEIF mission.

The initial GLEIF Vendor Relationship Group will have up to 2 representatives of the above organizations. GLEIF is represented by the CEO and the Head of Business Operations.

GLEIF, the members and their representatives have no intention to start a business cooperation of any kind by participating in the GLEIF Vendor Relationship Group.

Participating in the GLEIF Vendor Relationship Group doesn't prevent any member to start a business relationship with another current or future member or GLEIF.

A member can leave the GLEIF Vendor Relationship Group by simple notice to the chair.

IV. ANTI-TRUST STATEMENT

Participation in the GLEIF Vendor Relationship Group brings companies together that compete with each other. The competition is both horizontal and vertical. It is the GLEIF's Policy that all of its actions are carried out in full compliance with applicable anti-trust legislation.

Accordingly, it is necessary to avoid discussions of sensitive competitive topics and especially important to avoid recommendations with respect to such subjects. Agreements e.g. to fix prices or fees or to allocate markets are automatically illegal under the anti-trust laws. It does not matter what the reason for the agreement might be.

An anti-trust violation does not require proof of a formal agreement. A discussion of a sensitive topic such as fees, followed by parallel action by those involved in or present at the discussion is enough to show a price fixing conspiracy.

Violations of the anti-trust laws can result in injunctions, treble damage judgments, heavy fines, and even imprisonment.

Therefore, GLEIF and participants of the GLEIF Vendor Relationship Group must always remember the purpose of the stakeholder group is support the implementation and use of the LEI. However, because GLEIF's activity almost always involves the cooperation of competitors, great care must be taken to assure compliance with the anti-trust laws. This means:

Participation must be voluntary, and failure to participate shall not be used to penalize any company.

There shall be no discussion of prices, allocation of customers, boycotts, refusals to deal, or market share.

If any participant believes the group is drifting toward impermissible discussion, the topic shall be tabled until the opinion of counsel can be obtained.

Meetings shall be governed by an agenda prepared in advance, and recorded by minutes prepared promptly after the meeting. Agendas, where appropriate, and minutes are to be reviewed by counsel before they are circulated.

Tests or data collection shall be governed by protocols developed in consultation with and monitored by counsel.

The recommendations coming out of the GLEIF Vendor Relationship Group are just that. Individual companies remain free to make independent, competitive decisions.

Any standards developed must (i) be set on a non-discriminatory basis and (ii) have to be objectively necessary to foster the adoption of the LEI.

V. MEETINGS

The meetings of the GLEIF Vendor Relationship Group may take place by conference call or by an in-person meeting. An in-person meeting will take place at least once a year at a place and a day where already other meetings are planned so as to avoid travel costs for the members of the GLEIF Vendor Relationship Group. Members of the Vendor Relationship Group may choose to participate in project initiatives and workshops made available by GLEIF.

The GLEIF Vendor Relationship Group is co-chaired by Stuart Clark, an independent industry representative, and the GLEIF CEO. The Co-Chairs will serve the GLEIF Vendor Relationship Group for the first period of two years.

GLEIF will support the two co-chairs with secretarial services.

Every member can make suggestions for agenda items in writing to the chair. The co-chairs agree on the agenda of the meetings.

Each meeting will be minuted. The minutes are shared with the members of the GLEIF Vendor Relationship Group, the LEI ROC and the GLEIF's Board of Directors. They will not be published on GLEIF's website.

VI. COMMUNICATION

GLEIF has the duty to be transparent (Article 6 of the GLEIF Statutes).

Any press work of the GLEIF Vendor Relationship Group or of members or GLEIF in relation to the GLEIF Vendor Relationship Group must be explicitly agreed by the members of the GLEIF Vendor Relationship Group.

The members of the GLEIF Vendor Relationship Group agree to share their email addresses with each other. GLEIF may setup and manage a mailing list accordingly.

VII. COSTS

Every member of the GLEIF Vendor Relationship Group will bear its own costs.