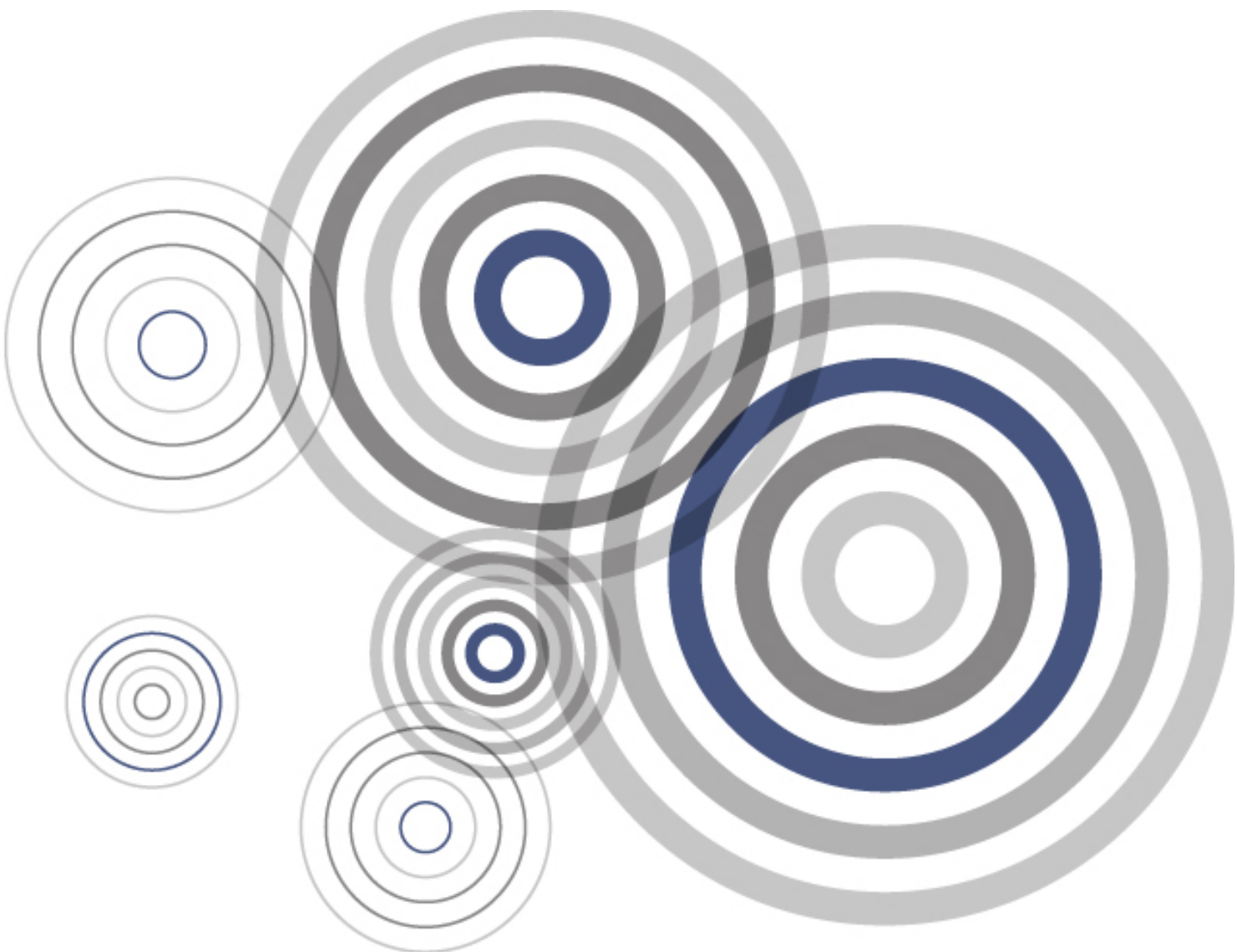


Appendix 08 - Ancillary Duties



Ancillary Duties

A. Ancillary Duties of GLEIF

GLEIF

- functions as an anchor and link for any queries or issues the local operating units might have regarding the ROC;
- ensures that the FSB Recommendations are observed, including without limitation that the Governance Principles of the GLEIS are upheld;
- points out to the local operating units actual or potential issues of a factual, technical or legal kind which have come to GLEIF's attention and which might jeopardize the continuing implementation of the GLEIS Governance Principles;
- develops and maintains for its Global LEI Repository and any preceding LEI file storage facility, support for business continuity/disaster recovery backup for LEIs and LE-RD, encompassing seamless public access to global LEI data;
- operates a website for such public access to global LEI data;
- supports the local operating units in the event of difficulties (on a best effort basis);
- provides relationship management for the local operating units for day to day issues;
- provides updated information of matters relevant to the Master Agreement and/or to the local operating units;
- organises and leads conferences, puts topics on the agenda upon request of the local operating units;
- oversees and fosters competition and cooperation issues between the various parts of the GLEIS;
- follows developments regarding intellectual property rights of and in LEI data;
- provides services in the area of developing and maintaining international GLEIS legal, operational and technical standards;
- registers the GLEIF Trademark and other trademarks globally, in its reasonable discretion;

- establishes a branding strategy regarding GLEIF, the GLEIF Trademark and Logo and the GLEIS;
- will help to ensure compliance of all local operating units with the rules set forth in the Master Agreement;
- promotes, in its reasonable discretion, the LEI, particularly in countries where no local operating unit is yet established.

B. Ancillary Duties of the LOU

The LOU

- shall promptly and without any undue delay respond to communications from GLEIF or from another local operating unit, regardless of the nature and issue;
- shall not unreasonably withhold its consent to permit GLEIF access to the LOU's facilities upon advance notice, where however GLEIF shall comply with security and house-order requirements of the LOU;
- informs GLEIF, on a best efforts basis, of difficulties or issues or suggestions of whatever Agreement related kind;
- points out to GLEIF actual or potential issues of a factual, technical or legal kind which have come to the LOU's attention and which might jeopardize the continuing implementation of the Governance Principles of the GLEIS or compliance with the Master Agreement;
- maintains its website, adjusting to customer needs;
- has reasonable maintenance agreements as well as business continuity / disaster recovery programs in place to ensure excellent availability of IT infrastructure and website for the LEI system;
- can be reached by GLEIF and other local operating units during local office hours over a phone number published on its website;
- maintains an e-mail address each for GLEIF and for customers, ensuring replies without undue delay;
- keeps staff knowledgeable about (i) LEI registration, (ii) administrative matters and (iii) infrastructure (including IT).

C. Ancillary Duties of the LOU vis-à-vis GLEIF and all other local operating units

The LOU

- supports GLEIF in implementing GLEIF's branding strategy, coordinating with other local operating units;

- cooperates with GLEIF in the event of another local operating unit ceasing its operations or experiencing a major or serious break in regular operation;
- cooperates with all other local operating units and with GLEIF to resolve any problems with the maintenance of LEIs (examples: invalid LEIs, duplicate LEIs, LEIs with serious flaws in their LE-RD, data quality challenges);
- cooperates with all other local operating units and with GLEIF in the event that a transfer of LEIs is necessary which have been attributed (i.e. maintained so far) by a different local operating unit to ensure that these LEIs have continued maintenance;
- shall actively attend conferences organised by GLEIF on a best effort basis;
- shall actively promote the LEI.

D. Compliance with Applicable Competition Rules, Observance of FSB Recommendation No 6, and Furtherance of Competition

GLEIF and the LOU

- agree to be compliant with whatever competition legislation might apply, in particular but without any limitation to such legislation in Switzerland (GLEIF's residence) and in the LOU's country (including rules of international law);
- agree to strictly observe the FSB Recommendation No 6 requesting that the GLEIS in particular (but without limitation) "is not 'locked-in' with a particular service provider for any key system functions or processes".
- shall review from time to time potential compliance issues and shall seek solutions in good faith;
- shall amend the Master Agreement including any Appendices, upon becoming aware that there might be non-compliance issues.
