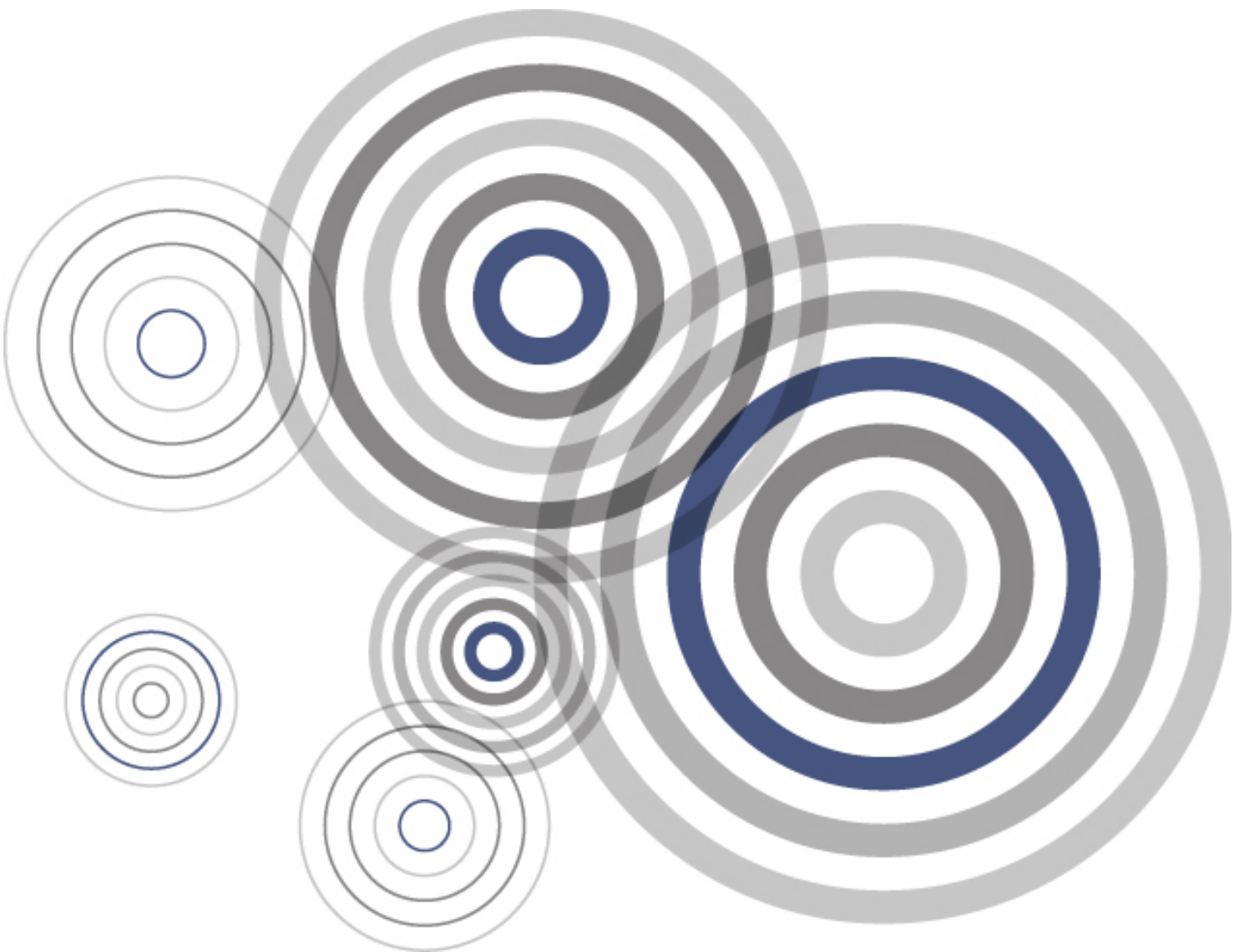


Appendix 07 - Payments



Payments

1. Contribution Fee

The LOU's contribution fee covers all GLEIF Services as described in the Service Level Agreement (**Appendix 06**). It is established as a per LEI net amount. "Net" means that the LOU shall adjust the amount in a way that GLEIF receives the contribution fee amount net of any charges, banking charges, taxes, levies and any other deductions.

The annual per LEI contribution fee is USD 11.00, invoiced by GLEIF to the LOU in quarterly installments in accordance with below Section 3. This LEI contribution fee applies to LEIs issued or renewed on or after 1 January 2019. For LEIs issued or renewed prior to 1 January 2019, the LEI contribution fee remains USD 17.00.

2. Taxes

The competent Tax Authorities of the Canton of Basel-Stadt have formally granted the tax exemption status to GLEIF regarding income tax and capital tax.

The LOU is responsible to consult local counsel regarding any potential tax issues and document the results in its Accreditation Documentation. The LOU should in particular pay attention to services provided by GLEIF (as a foreign entity from the LOU perspective), which could (i) either trigger a potential VAT liability for GLEIF in the LOU's country or (ii) be taxed at the LOU's level under a reverse charge or similar mechanism pursuant to the local laws of the LOU's domicile, and/or which might be governed by a Double Taxation Treaty.

3. Invoicing

The per LEI contribution fee is to be paid quarterly by the LOU managing the LEI at the quarter-end date. The quarterly payment is determined by multiplying the active number of LEI records managed by the LOU as of the quarter end date (23.59 Central European Time) by USD 2.75.

If the LEI had lapsed or retired as of a previous quarter-end date, but is reported by the LOU as active at a subsequent quarter-end date, the quarterly payment for such LEI is USD 2.75 multiplied by «1 plus the count of all previous quarter-end dates where the LEI was reported as lapsed or retired», where however that latter factor is capped at twelve quarters, i.e. three years.

GLEIF will issue electronic LOU invoices within 10 Days following receipt of the LOU's quarter-end usage attestation (see Section 4). The invoice will state the GLEIF bank account number, the period covered, and the amount to be paid; invoices shall be paid by the last day of the month in which the invoice was dated.

Any LOU queries regarding invoiced charges must be received by GLEIF within 10 Days of the date of the invoice. Payment of an invoice by the LOU acknowledges that the invoiced amounts were correct and complete.

Payment reminders will be issued after non-receipt of full payment by the due date. GLEIF reserves the right to apply either or both of the following measures in case of late or partial payment:

- (i) *Interest Charges*: Any overdue amount may be subject to a monthly interest charge based on the one year London Interbank Offered Rate (LIBOR) in the billing currency (derived from such source as GLEIF may select) plus 2.5%, where for the avoidance of doubt interest charged to the LOU will never be lower than 2.5%.
- (ii) *Suspension*: If the LOU has not paid-in-full, excluding disputed amounts (see Section 9), after three months from the date of the invoice, it may have its rights suspended and GLEIF retains the right to take other appropriate steps, including to terminate with immediate effect the Agreement, pursuant to all remedies available to it under the Master Agreement.

4. LOUs Usage Attestation

The LOU is required to provide GLEIF with a usage attestation of the LEIs managed by the LOU as of the relevant quarter-end date. The LOU usage attestation must be received by the fifth Day following the quarter-end date. GLEIF shall provide a template for this attestation.

This usage attestation report shall identify the population of LEIs per the LEI Registration Status as of the relevant quarter-end date (see Common Data File Format field RegistrationStatus for further detail). The LEI Registration Status is used to determine if a fee is due for the LEI.

RegistrationStatusEnum	Description	Active / fee due?
PENDINGVALIDATION	An application for an LEI that has been submitted and which is being processed and validated. <i>NOTE: LEI registrations in the PENDING state are not intended for public release, but could be used internally between the LOU and other local operating units.</i>	No

ISSUED	An LEI Registration that has been validated and issued, and which identifies an entity that was an operating legal entity as of the last update.	Yes
DUPLICATE	<p>An LEI Registration that has been determined to be a duplicate registration of the same legal entity as another LEI Registration; the DUPLICATE status is assigned to the non-surviving registration (i.e., the LEI that should no longer be used). Only one of the potential multiple identifiers will survive; for all other duplicate registrations:</p> <ol style="list-style-type: none"> 1. The RegistrationStatus is set to DUPLICATE, 2. The LEI of the surviving LEI Registration is set in the SuccessorLEI data element of (each) duplicate LEI registration; 3. The LastUpdateDate is set to reflect the date of this update, and 4. No further updates of the DUPLICATE registration record will occur. 	No

<p>LAPSED</p>	<p>An LEI registration that has not been renewed and has exceeded any allowed grace period for renewal. After being issued an LEI, an entity must regularly do the following:</p> <ul style="list-style-type: none"> • Periodically verify the continued accuracy of its registration reference data that is recorded in the local operating unit that is responsible for managing the LEI registration of the entity, updating any aspect of the registration reference data that has changed; • Periodically renew its LEI registration agreement with the managing local operating unit, paying the renewal fee. <p>(Although both of the above actions are typically performed at the same time, it is certainly possible that the frequency of each action could be different.)</p> <p>If, after being issued an LEI,</p> <ul style="list-style-type: none"> • A legal entity fails to renew and re-certify its LEI registration with the managing local operating unit by the leiNextRenewalDate, and • The legal entity fails to do so for a pre-determined (as yet unspecified) period of time, and • The legal entity is not known by public sources to have ceased operation <p>Then</p> <ol style="list-style-type: none"> 1. The leiRegistrationStatus is set to LAPSED, 2. Updates to the LEI registration are permitted, notably to reinstate the registration to the ISSUED status. 	<p>No – see section 3 for further detail</p>
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<p>MERGED</p>	<p>A LEI registration for an entity that has been merged into another legal entity, such that this legal entity no longer exists as an operating entity.</p> <p>If</p> <ul style="list-style-type: none"> • After being issued an LEI, the entity is acquired by, or merged with, another legal entity; • Per agreements among the parties to the transaction, the LEI of the acquired or merged entity will not be used to identify the surviving entity (or if a new entity is created that is issued a new LEI) <p>Then</p> <ol style="list-style-type: none"> 1. The leiRegistrationStatus is set to “MERGED”, 2. The LEI of the surviving/new legal entity is set in the successorLEI data element of (each) LEI registration that is no longer to be used; 3. The leiRecordLastUpdate is set to reflect the date of this update, 4. The EntityExpirationDate is also set to the date of this update, 5. The EntityExpirationReason is set to “CORPORATEACTION”, 6. The EntityStatus is set to “INACTIVE”; <p>and</p> <ol style="list-style-type: none"> 7. No further updates of the MERGED registration record(s) will occur. 	<p>No</p>
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<p>RETIRED</p>	<p>An LEI registration for an entity that has ceased operation, without having been merged into another entity.</p> <p>If</p> <ul style="list-style-type: none"> • After being issued an LEI, the entity ceases to operate (goes out of business and/or dissolves its legal standing) • The entity informs the managing local operating unit of the cessation of business, OR, the managing local operating unit determines by public sources that the legal entity has been dissolved or ceased to operate (and the local operating unit seeks to confirm this status through all available channels with the entity) <p>Then</p> <ol style="list-style-type: none"> 1. The leiRegistrationStatus is set to “RETIRED”; 2. The leiRecordLastUpdate is set to reflect the date of this update; 3. The EntityExpirationDate is also set to the date of this update; 4. The EntityExpirationReason is set to “DISSOLVED”; 5. The EntityStatus is set to “INACTIVE”; <p>and</p> <ol style="list-style-type: none"> 6. No further updates of the RETIRED registration record will occur. 	<p>No – see section 3 for further detail</p>
<p>ANNULLED</p>	<p>An LEI registration that was marked as erroneous or invalid after it was issued.</p>	<p>No</p>
<p>CANCELLED</p>	<p>An LEI registration that was abandoned prior to issuance of an LEI. A record in this state is not published, but may be exchanged among local operating units.</p>	<p>No</p>
<p>TRANSFERRED</p>	<p>An LEI registration that has been transferred to a different local operating unit as the managing local operating unit. A record in this state is not published, but may be used internally by the prior local operating unit for audit trail purposes.</p>	<p>No</p>

PENDINGTRANSFER	An LEI registration that has been requested to be transferred to another local operating unit. The request is being processed at the sending local operating unit. When the receiving local operating unit is ready, the status will be changed to PENDINGARCHIVAL by the sending local operating unit prior to completion of the transfer.	Yes
PENDINGARCHIVAL	An LEI registration is about to be transferred to a different local operating unit, after which its registration status will revert to a non-pending status. The PENDINGARCHIVAL status serves to inform recipients of data files provided by the local operating unit that an LEI record will be removed from that local operating unit's published file after the transfer is complete.	No

5. Currency

GLEIF shall invoice the LOU in USD but shall provide the LOU the option of making payment in USD, EUR, or CHF. For EUR and CHF currency payments, GLEIF will apply the applicable exchange rate published on the invoice date by the European Central Bank Euro Foreign Exchange Reference Rates¹.

6. Costs of Transferring/Exchanging Funds

The LOU shall bear all costs of transferring/exchanging funds.

7. Reimbursement of Erroneous Payments, or Payments Received in Error

If the LOU makes a payment that is obviously made in error, GLEIF shall notify the LOU and refund the full payment. GLEIF shall undertake to refund within 14 Days. No interest shall be paid.

If the LOU makes, in GLEIF's view, payment of an erroneous amount, GLEIF shall notify the LOU, and the Parties shall in good faith locate the error and agree on the appropriate resolution.

¹ See <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/eurofxref-graph-usd.en.html>

8. Offset

GLEIF reserves the right in its sole discretion to offset any valid outstanding balance or amount due from the LOU to GLEIF against any valid outstanding balance or amount payable by GLEIF to the LOU.

9. Disputed Amounts

If the LOU believes that an invoice of GLEIF is wrong for any reason, it shall (i) notify GLEIF without any delay, including (ii) the exact amount which is disputed, and (iii) the reason for the disagreement including documentary evidence, and shall (iv) pay the undisputed amount within the due date.

The Parties shall in good faith and without undue delay seek to clear up misunderstandings, and to establish agreed facts underlying the invoice. If agreement has been reached, GLEIF shall either confirm the invoice, or issue a new invoice, or issue a credit note.

In the event of protracted disagreement about an invoice, the Parties may resort to the remedies available under Chapter XVI (Appeals and Complaints) or ultimately under Chapter XVII (Mediation and Arbitration) of the Master Agreement.

GLEIF reserves the right to request the LOU to pay the disputed amount to GLEIF, on the understanding that such payment is no acknowledgement of an obligation to pay that disputed amount, and GLEIF shall earmark that payment as "disputed". Refusal or delay of the LOU to promptly pay the disputed amount after being requested to do so by GLEIF shall qualify as late payment and shall have the consequences set out in above Section 3.