

COOPERATION AGREEMENT

ABOUT LEI MAPPING

between

GLOBAL LEGAL ENTITY IDENTIFIER FOUNDATION,

St. Alban-Vorstadt 5, CH-4052 Basel, Switzerland

as GLEIF

and

Company

Address

as COMPANY

together "the Parties"

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1. INITIAL POSITION

COMPANY serves a wide variety of professional markets and industries across the globe. COMPANY provides professionals with the intelligence, technology and human expertise in the areas of financial and risk, legal, tax and accounting, intellectual property, science and media markets.

The Global Legal Entity Identifier Foundation (GLEIF) is a not-for-profit organization created to support the implementation and use of the Legal Entity Identifier (LEI). GLEIF manages a network of partners, i.e. the LEI issuing organizations, to provide trusted services and open, reliable data for unique legal entity identification worldwide.

COMPANY approached GLEIF to propose the establishment of a closer relationship to enhance the overall coverage and quality of LEI data, coming from the each Local Operating Unit (LOU) and published on GLEIF's website.

The Parties believe cross-referencing to alternative IDs like COMPANY's Identifier "COMPANY-ID" will help their mutual constituents map and acquire LEIs with more precision.

2. OBJECTIVES

COMPANY and GLEIF wish to engage in a joint project to establish a process for cross-referencing LEIs to the "COMPANY-ID". For this purpose COMPANY will make its "COMPANY-ID" completely available to GLEIF and the financial market without costs, restrictions or commercial considerations.

The cornerstone of the partnership would be a quality control feedback loop and a verification process that would certify the accuracy of mapping between COMPANY entity data and the LEI records published through the GLEIF.

The certification process is described on the GLEIF website.

The Parties have negotiated, and agreed on, the Conceptual Model, Appendix 4.

For the avoidance of doubt, GLEIF shall be obliged to grant the Mapping Certificate to COMPANY if and when all components of the Conceptual Model, and the review of the Certification Documentation (Appendix 5) have been completed in due time and all criteria for successful Certification are met.

3. SERVICES

To achieve the objectives described in section 2, the Parties provide services agreed in the Service Level Agreement (Appendix 1).

4. PLACE AND TIME OF COLLABORATION

Teamwork can be provided via videoconference, conference call or in person. The Parties agree in detail by mutual consent about time and place of performance.

5. NON-COMPETITION CLAUSE

Each Party agrees not to directly or indirectly compete with the business of the other Party.

Each Party acknowledges that the other Party may, in reliance of this Cooperation Agreement, provide the Party access to confidential data and good will. Each Party agrees to retain said information according to section 6 as confidential and not to use said information on its own behalf or disclose same to any third party. Each Party also agrees to take reasonable security measures to prevent accidental disclosure.

6. CONFIDENTIALITY

Information may be transferred between the Parties to the extent necessary to fulfil the purpose of this Cooperation Agreement. Such information may be, without limitation, in the form of business and/or financial records, specifications, software programs, samples, models, photographs, diagrams, drawings, correspondence and/or other documents or may be disclosed orally or in writing, by demonstration or presentation or otherwise.

All such information so disclosed and explicitly marked as “confidential” is hereinafter referred to as “Confidential Information”.

The Parties will undertake to keep confidential any Information received from the other Party and will make no use of such Information, either directly or indirectly,

- unless such Information is general public knowledge or becomes general public knowledge through no fault of any Party, or
- unless such Information was in the receiving Party’s possession prior to Party’s receipt thereof as proven by written records, or
- unless such Information has been received by the Party from any third party under no obligation of confidentiality, or
- unless such Information was not marked as “confidential” from the other Party, or
- the party is obliged by the regulator, oversight committee or by law.

In addition, the Parties agree that the existing Non-Disclosure Agreement dated DD of MM 2018 attached hereto under Appendix 2 will apply to all discussions, communications and other arrangements in the context of this Agreement.

7. COSTS

Each Party shall bear its own costs.

8. TERM AND TERMINATION

This Cooperation Agreement will be effective the later of the dates of signing shown on the last page of this Agreement .

a. ORDINARY DISMISSAL

It can be terminated by GLEIF or COMPANY at the end of any calendar year, giving twelve months' previous notice, but not earlier than 24 months after the effective date.

b. EXTRAORDINARY DISMISSAL

Either Party may terminate this Cooperation Agreement in the event the other Party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching Party by the non breaching Party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching Party has cured any such breach or default prior to the expiration of such period.

9. INTELLECTUAL PROPERTY

All intellectual property rights with respect to the work and results will be provided under a Creative Commons license (CC0)¹ for present and future usage (right of use). The right of use contains in particular the right for full or partial copying, sharing, processing and publishing of work and results.

10. SEVERABILITY

The invalidity of individual parts of this Cooperation Agreement shall have no impact on the validity of the Cooperation Agreement as a whole. The Parties agree that if any provision or part of a provision of this Cooperation Agreement shall, for whatever reason, be deemed invalid, inoperative or otherwise not enforceable, the Cooperation Agreement as a whole shall remain valid and the invalid or inoperative provision or part of a provision shall be considered replaced by the provision which the Parties would have agreed on in good faith if they had been aware of the invalidity of the respective provision.

11. ASSIGNMENT

A Party is not entitled to transfer this Cooperation Agreement or any rights or obligations under this Engagement Letter to any third party without the other Party's prior written consent.

¹ Creative Commons is a nonprofit organization that enables the sharing and use of creativity and knowledge through free legal tools.

12. NO AGENCY

The relationship between COMPANY and GLEIF does not constitute a joint venture or partnership in the meaning of Art. 530 et seq. of the Swiss Code of Obligations or any similar form of cooperation under any other applicable laws. Each party is free to enter into relationships with others.

13. WRITTEN FORM, ENTIRE ENGAGEMENT LETTER

This Cooperation Agreement, including this clause, may only be amended, waived, rescinded or terminated in writing.

This Cooperation Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and substitutes and merges any previous Cooperation Agreement, be it written or oral, among the Parties hereto concerning the subject matter hereof.

14. CONTACT PERSONS, ADDRESS, PHONE, WEBSITE, MAIL

The primary contact persons of either Party, as well as specialized contact persons (such as technical staff) are listed in Appendix 3.

Both Parties undertake to keep Appendix 3 up to date.

15. FORCE MAJEURE

In the event of force majeure, such as floods, tsunamis, earthquakes, fires, storms such as hurricanes or typhoons, war, strikes, riots, volcanic eruptions, or any other similar extraordinary situation, event or circumstance beyond the control of either Party, the obligations of the Parties are suspended to the extent force majeure prevents their reasonable performance, and no damage claims shall arise for that reason.

Once the force majeure ceases, the Parties shall seek in good faith to resume orderly business.

If the force majeure persists for more than three months, the Parties shall convene to find an acceptable intermediate Engagement Letter.

16. JURISDICTION

This Cooperation Agreement is governed by the Laws and Courts of Switzerland.

17. SIGNATURES

_____, __ Month 2018

Basel, __ Month 2018

COMPANY

GLEIF

made in two originals, one for each Party