



# Terms and Conditions

August 2024

## LEGAL ENTITY IDENTIFIER - TERMS AND CONDITIONS OF ISSUE

London Stock Exchange LEI Limited, a company registered in England & Wales with company number 08530763, whose registered address is 10 Paternoster Square, London EC4M 7LS ("LSE LEI", "our" or "we") is authorised to issue Legal Entity Identifiers ("LEIs") under the Global Legal Entity Identifier System ("GLEIS"), which is administered by the Global Legal Entity Identifier Foundation ("GLEIF").

These terms and conditions of issue (the "Terms") govern the process for request of a LEI as well as the issue and maintenance of LEIs. Please read these Terms carefully. In these Terms: (a) "Bulk Request" shall refer to a request for LEIs for ten or more legal entities; (b) "Applicant" shall refer to the legal entity submitting an individual request for an LEI or a Bulk Request for LEIs; (c) "LEI Entity" shall refer to the legal entity the subject of an individual request for an LEI or each legal entity the subject of a Bulk Request for LEIs; (d) "LSE LEI Platform" shall refer to [Data Solutions \(lseg.com\)](https://www.lseg.com) or any alternative platform as communicated by LEI from time to time, where the LEI(s) are maintained and applied for. By submitting an LEI request, the Applicant is deemed to have understood and agreed to the Terms. Please also refer to the Privacy Policy and Cookies Policy of [www.londonstockexchange.com](https://www.londonstockexchange.com) which form part of these Terms.

### REQUEST FOR A LEI AND APPLICANT RESPONSIBILITIES

LSE LEI operates a self-registration scheme for legal entities requesting a LEI. An Applicant wishing to make a Bulk Request must also complete the separate Bulk Request Template and is subject to certain additional terms and conditions as set out herein.

The Applicant warrants and represents to LSE LEI that: (a) the individual submitting the LEI request is duly authorised to do so on behalf of the Applicant; (b) the LEI Entity is eligible to receive an LEI under the GLEIS; (c) the LEI Entity has not been issued with and has not applied for a LEI with any other Local Operating Unit ("LOU") under the GLEIS; and (d) the information contained in the LEI Create Form ("Entity Information") is complete and accurate in all respects. Where the Applicant is acting as authorised agent for an LEI Entity under an individual request for LEI ("Represented Individual LEI Entity"), and in the case of a Bulk Request, the Applicant: (e) is deemed to make all warranties and representations on behalf of the Represented Individual LEI Entity or each LEI Entity named in the Bulk Request Template, as the case may be; (f) further warrants and represents that the Applicant is duly authorised to submit the request on behalf of the Represented Individual LEI Entity or on behalf of each LEI Entity named in the Bulk Request Template, as the case may be; and (g) further warrants that it has made the Represented Individual LEI Entity or each LEI Entity named in the Bulk Request Template, as the case may be, aware of these Terms and is authorised to agree to them on their behalf. Following the issue of a LEI, the Applicant must advise LSE LEI of any changes to the Entity Information (for example, a change of registered address) promptly after such change takes effect. In addition, the Applicant must validate the Entity Information upon each anniversary of the date of issue of the LEI. For the avoidance of doubt, in the case of Bulk

Requests such obligations will apply with respect to each LEI Entity included in the Bulk Request Template. The Applicant acknowledges and

agrees that the issuance of a LEI, and its yearly renewal, is subject to requirements established by the GLEIF.

If the ownership of the LEI(s) changes from the current Applicant to another user, the Applicant is responsible for informing the LSE LEI to whom the LEI is transferred to and provide details of the new authorised requestor/user. For clarity, the new authorised requestor/user must be registered on the LSE LEI Platform and the authorization must comply with GLEIF requirements. The Authorization form must be executed by a person with the necessary legal authority to do so.

### VALIDATION OF ENTITY INFORMATION BY LSE LEI

In order to assess a request for a LEI, to maintain the LEI database and for related purposes, LSE LEI may: (a) validate Entity Information for global uniqueness and collaborate and share Entity Information with other LOUs as necessary to reconcile requests for LEIs; (b) independently verify Entity Information against public and private sources; (c) maintain a facility to allow the public to challenge the accuracy of Entity Information; (d) validate Entity Information as a result of corporate actions, challenges or modification (e) undertake any further action it deems fit and necessary to improve or preserve the accuracy of the LEI database; and (f) be required by mandatory law or in accordance with the LOU's internal controls to change Entity Information.

### REQUEST TO TRANSFER LEI

Any request for transfer of a LEI to another LOU must be made by the relevant LEI Entity or the Applicant to the receiving LOU. Transfer of a LEI from another LOU to LSE LEI will also require the request to be made by the relevant LEI Entity or the Applicant.

All transfers must be made in accordance with the ["Additional Guidance from the LEI ROC on Portability"](#) dated 24 August 2014.

The Applicant acknowledges and agrees that: (a) the GLEIF reserves the right to require the transfer of the LEI to another local operating unit; and (b) it may request the transfer of its LEI to another LOU (to be specifically designated by the Applicant on behalf of the LEI Entity), and/or allow another LOU to request such transfer on the LEI Entity's behalf, and that no fees will be assessed.

### FEES AND PAYMENT METHODS

#### Fees

The fee for issuing an individual LEI and the annual fee for maintenance of an individual LEI are set out in our LEI published price list available on the LSE LEI website available on <https://www.lseg.com/LEI>. Both fees are inclusive of the GLEIF LEI Licence Fee.

For the fees relating to LEIs requested pursuant to a Bulk Registration, please contact [LEI@lseg.com](mailto:LEI@lseg.com).





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The contribution of the GLEIF Licence Fee is required as per the LEI ROC's "[Principles to be observed by Pre-LOUs that wish to integrate into the Interim Global Legal Entity Identifier System \(GLEIS\)](#)" dated 27 July 2013 and updated 24 August 2014.

## Payment methods

For individual LEIs, fees are payable by credit card. The Applicant's credit card will be charged upon the successful validation of the Entity Information submitted and the LEI will be issued immediately. For maintenance fees, the Applicant must re-supply its credit card details annually prior to the anniversary of the date of issue of the LEI and confirm the Entity Information is accurate. The Applicant's credit card will be charged following revalidation of the Entity Information. Failure to submit the LEI for annual renewal, including submission of payment, will result in the status of the LEI being noted on the database as "Lapsed".

On exceptional basis, payments can be made by bank transfer. For bank transfers payments, LEI(s) will only be validated once remittance of payment has been provided and the full payment have been received by LSE LEI.

For LEIs requested pursuant to a Bulk Request, fees will be invoiced and payable according to LSE LEI's standard terms as follows:

- A bulk request invoice will not include the list of LEI(s) that have been completed in that bulk request. You can use the invoice number from the bulk invoice to link back to the LEI(s) in a bulk request through the LSE LEI Platform. Full details of your LEI records can be found in your "My LEI Data" folder in the LSE LEI Platform;
- LSE LEI will invoice the Applicant once the request has been completed and invoices will be due and payable by the Applicant within 30 days of the date the Applicant receives the invoice;
- if LSE LEI has not received payment within five business days after the due date, and without prejudice to any other rights of LSE LEI, interest shall accrue on such due amounts at the annual rate of 3% over HSBC Bank plc's base lending rate calculated on a daily basis, such interest to be compounded at the end of each calendar month, commencing on the due date and continuing until fully paid, whether before or after the judgment. All fees shall be paid in full without any deduction or withholding other than as required by law and the Applicant shall not be entitled to assert any credit, set-off or counterclaim against LSE LEI in order to justify withholding payment of any such costs in whole or in part.

Failure to confirm the Entity Information is accurate on an annual basis as well as make payment for annual maintenance fees will result in the status of the LEIs being noted on the database as "Lapsed".

Each invoice will be addressed and sent to the Applicant registered as a user on the LSE LEI Platform. For clarity, invoices are not addressed and sent to the LEI Entity.

Applicant is responsible for managing and updating their user details on the LSE LEI Platform under Tools/User Properties. The LEI invoices are

generated using the details provided by the Applicant in the User Properties. If the aforementioned details are not correct, these cannot be changed once the invoice has been issued.

## Multi-year renewals

Starting 1st of February 2023, LSE LEI has introduced the option of multi-year renewal(s) by which LEI(s) can be renewed for up to 5 years when submitting a new or a renewal request. For such cases, the prices will be as follow:

- in all cases, the first year of any new or renewal request will be full price in accordance with the applicable price list;
- renewals for 2 and 3 years will be eligible for a 5% discount. In such case, the entire renewal period, excluding the first year of renewal, will be eligible for a 5% discount.
- renewals for 4 and 5 years will be eligible for a 10% discount. In such case, the entire renewal period, excluding the first year, will be eligible for a 10% discount.

## Refunds

LSE LEI operates on a cost recovery basis, meaning a true cost is associated with reviewing/completing each request. For these reasons, refunds are not offered if an LEI Entity has been correctly issued, renewed, validated or completed by LSE LEI.

Renewal requirements. Renewals follow GLEIF requirements and supersedes local regulatory requirements. It is the Applicant's sole responsibility to request LEI(s) renewals.

If the Applicant has paid for multi-year renewal, but the legal entity has been dissolved in full as per the business registry/legal documents after the payment has been performed, the Applicant can be eligible for a refund for the following year of the multi-year renewal subject to providing sufficient proof of such dissolution. LSE LEI can decide on its sole discretion, if such evidence is sufficient. For example, if a multi-year renewal has been submitted for 3 years and the legal entity dissolves mid-year of the second year, only the third year will be eligible for a refund.

## Refunds for transfers

If the Applicant wishes to transfer the LEI to another LOU and such Applicant has entered into multi-year renewal, the Applicant must give LSE LEI a 1 year written notice in advance of the date the termination is desired in order for the refund to apply. In all cases, the refund will not include the year of notice. For example, if a multi-year renewal has been submitted for 3 years and the legal entity wishes to transfer during the second year, only the third year will be eligible for a refund subject to the 1 year written notice being sent during the first year.

In all cases, Fees are expressed, and will be paid, in British pounds sterling (GBP) and are stated exclusive of value added tax, which, if payable, shall be added to the Applicant's invoices at the appropriate rate.





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## USE OF ENTITY INFORMATION

One aim of the GLEIS is to create a free, publicly accessible register of all eligible entities under the GLEIS. The Applicant acknowledges and agrees that Entity Information, including any related metadata, will be available to any member of the public to download, retrieve, display, adapt, modify, use, copy, reproduce, republish, disclose, distribute, post, broadcast or transmit. LSE LEI may also use Entity Information, including any related metadata, for any legal purpose including use in combination with other data to create products and services for commercial use. The Applicant hereby assigns to the LOU any and all intellectual property rights of whatever type, extent and legal nature relating to any data becoming part of the Entity Information.

Applicant will provide such assistance as LSE LEI may reasonably require in connection with the issuing, maintenance and/or transfer of Applicant's LEIs, including in relation to any review which a regulatory authority requires LSE LEI to carry out.

## LIABILITY

LSE LEI does not warrant or represent that any website operated by us or our affiliates (including the LEI portal) ("Website") is free from viruses and accept no liability for any damage that may result from the transmission of any viruses via the Website or via any files which are available for any person to download from the Website. Further, LSE LEI and its affiliates do not warrant that the Website will be uninterrupted, accessible, available, error free or that any defects will be corrected or any request for LEI will be received, even if correctly submitted.

To the extent permitted by applicable law, LSE LEI expressly disclaims all liability howsoever arising whether in contract, tort (or deceit) or otherwise (including, but not limited to, liability for any negligent act or omissions) to any person in respect of any claims or losses of any nature, arising directly or indirectly out of any request (or attempted request) for issue or maintenance of an LEI.

In no event will LSE LEI or its affiliates be liable to any person for any direct, indirect, special, consequential or other damages for any use of or reliance upon the Entity Information or any information on the Website, including, without limitation, lost profits, business interruption, loss of programs or other data, even if LSE LEI is expressly advised of the possibility of such damages.

LSE LEI will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

## SEVERABILITY

If these Terms or any part of them should be determined to be illegal, invalid or otherwise unenforceable under the laws of any state or country in which these Terms are intended to be effective, then to the extent that they are so illegal, invalid or unenforceable, they shall in that state or country be treated as severed and deleted from these Terms and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable in that state or country.

## GOVERNING LAW

These Terms are subject to English law and to the exclusive jurisdiction of the English courts.

## CHANGES TO LEI AND THESE TERMS

LSE LEI reserves the right to regulate the LEI database (in particular by a transfer of a LEI into the LEI system) or to change these Terms (including prices) at any time according to the current requirements of the GLEIS or for any other reason. Should these Terms be amended, the Applicant will be requested to re-accept them or in the case of non-acceptance, to transfer the relevant LEIs to another LOU. If the Applicant fails to accept the amended terms within thirty (30) days of such request but continues to maintain a LEI with LSE LEI, the Applicant will be deemed to have accepted the amended terms in respect of that LEI.

## ASSIGNMENT

Neither party may assign or otherwise transfer any of its rights or obligations hereunder, whether by operation of law or otherwise without the prior consent of the other party.

Notwithstanding the foregoing, LSE LEI may assign, novate or otherwise transfer these Terms in their entirety without the consent of the Applicant to any affiliate, or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets.

## TERM AND TERMINATION

Unless terminated in accordance with this section Term and Termination, these Terms shall remain in force for as long as the LEI Entity exists and LSE LEI as the LOU exists, whichever is the shorter.

LSE LEI or the Applicant may terminate these Terms in the event of: (a) a transfer of the LEI Entity's LEI to a different LOU or to the GLEIF; (b) the LEI Entity abandoning its status as LEI Entity with an LEI; or (c) a deprivation of the LEI due to non-compliance of the LEI Entity with requirements in the course of re-validation.

Either Party may terminate these Terms with immediate effect 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.

LSE LEI may terminate these Terms with immediate effect and without any liability for damages caused by such termination in the event its master agreement with the GLEIF is terminated.





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## NOTICES

Any notices referred to in these Terms to be given by LSE LEI may be: (i) posted by LSE LEI on the website [www.londonstockexchange.com](http://www.londonstockexchange.com); (ii) sent via user communication emails from LSE LEI; (iii) delivered by hand; (iv) sent by post; or (v) sent by facsimile transmission. Notices shall be effective on the date of posting on the website, transmission (in the case of email or facsimile transmission) or delivery (in the case of delivery by hand), or three working days after dispatch (in the case of posted notices), whichever is the earlier.

All communication between the Applicant and LSE LEI will be in English.

