

STRATE'S LEGAL ENTITY IDENTIFIER

Contract, Service Levels and Terms of Use

The logo for 'strate' is presented in a white, lowercase, sans-serif font. It is centered within a white rectangular border. The background of the logo area is split diagonally from the top-left to the bottom-right, with a dark blue triangle on the left and a black triangle on the right. The overall page design features a dark blue triangle in the top-left corner, a black background for the top half, and a light grey background for the bottom half with a small olive green triangle in the bottom-right corner.

strate

LEI contract

1. The Legal Entity Identifier (“LEI”) is a unique identification number for legal entities. The LEI is registered by Strate (Pty) Ltd as a Local Operating Unit (“Strate”) in terms of guidelines issued by the Global Legal Identifier Foundation (“GLEIF”). The objective of the LEI is to offer a method of identifying unique legal entities in order to promote transparency and risk mitigation for financial transactions.
2. The issuance and renewal of LEIs is subject to requirements established by GLEIF.
3. An LEI is only valid once an LEI certificate has been issued by Strate to the applicant.
4. Use of the Strate LEI service, whether for initial registration (“issuance”) or for annual extensions (“renewal”), is subject to these Terms and Conditions of Use.
5. Notwithstanding termination in terms of clause 5 below, these Terms and Conditions shall endure for as long as the applicant exists, or as long as Strate exists, whichever is the shorter.
6. Termination of these Terms and Conditions shall immediately occur in the event of:
 - i. a transfer of the applicant’s LEI to a different Local Operating Unit or to GLEIF;
 - ii. the applicant abandoning its status as a legal entity with an LEI;
 - iii. a withdrawal of the LEI by Strate due to non-compliance of the applicant with the re-validation requirements;
 - iv. severe or repeated violations of contractual duties, for which no remedy is possible, or where no remedy has been made despite a reasonable period having elapsed;
 - v. Strate’s status as a Local Operating Unit, or the Master Agreement between Strate and GLEIF, be terminated by GLEIF. In such instances, Strate will not be liable for any damages.
7. The applicant must ensure that all information submitted to Strate is accurate, correct and valid at the time of making the application.
8. All applications must be submitted by the applicant’s duly authorised representatives, signed and dated.
9. Where any application is made by a person on behalf of an applicant, such person must provide proof of that authority.
10. Each applicant may only apply for one LEI globally.
11. The applicant is responsible for the accuracy, correctness and validity of any information that is submitted in support of an application for issuance or renewal of an LEI.
12. If incorrect information on the identity of the applicant is supplied, Strate has the right to refuse the application. In such instances, no refund of any fees shall be made.
13. The applicant must, on an annual basis, review its information on the Strate LEI register and verify the accuracy of such information. Any updates to the information must be reported to Strate immediately.
14. If any person wishes to challenge the information contained in the LEI register, such challenge, together with supporting documentation, can be submitted to Strate-LEIHelpDesk@strate.co.za. Strate will review and investigate any challenge received and report back to the person who raised the challenge and the affected LEI on any actions that have been taken, if any, and the reasons for doing so.
15. The applicant acknowledges that the Strate LEI register is a publicly accessible repository of LEI information. The register provides information on the identity of the applicant and other legal entities in an unrestricted manner, free of charge, and free of any rights.
16. To the extent that applicant may, under present or future copyright legislation, enjoy intellectual property rights over the LEI information, such intellectual property rights (of whatever type, extent or legal nature) are hereby irrevocably transferred (or, if that is not possible under the applicable legislation, irrevocably licensed) to Strate.

17. Strate may be required to amend certain information of the applicant on the Strate LEI register due to legal requirements or internal controls.
18. The applicant acknowledges that GLEIF reserves the right to transfer the applicant's LEI information to another Local Operating Unit under certain circumstances.
19. The applicant may request to transfer its LEI from Strate to another Local Operating Unit, at no cost.
20. The fees for Strate's LEI service, which apply to the issuance, renewal and transfer of LEIs, are contained in a fee schedule available on this website, or on request.
21. All fees are subject to an annual review. In the event of a lower fee being introduced, the applicant will not be entitled to a payback of fees already paid.
22. The applicant must make payment to Strate within 30 days of receiving the invoice. Strate will only begin the process of verification of information once payment is received.
23. The information on this website is for general information purposes only, and no rights can be derived therefrom. While Strate has exercised diligence and care to ensure that the information contained in the LEI register is complete and accurate, Strate will not be liable for any damages to any person, of whatever form and howsoever caused, that may result from any inaccuracy or omission in the information, nor from any reliance that any person places on the contents of this website.
24. Strate does not vouch that this website will function without interruption.
25. Strate reserves the right to amend the information, layout and access rights of this website, including these Terms and Conditions of Use, at any time and at its sole discretion.
26. These Terms and Condition of Use are subject to South African law. The applicant submits to the exclusive jurisdiction of the High Court of South Africa, Gauteng South Division, in respect of any action or proceeding arising from this agreement.
27. The language for all formal notifications in respect of Strate's LEI service shall be English.

Service levels

Strate shall use its best endeavours to abide by the following service levels:

Service	Description	Measurement Window	Base SLA (Metrics) as per KPI **
Register	<u>Initial Application</u> Strate provides a web application for the legal entity/applicant to request an LEI by signing on to Strate's LEI website, inputting all required information, attaching the required documentation, and accepting the terms and conditions.	From time of "Register" to receipt of "Acknowledgement".	< 10 minutes
Register	<u>Delivery of pro-forma invoice for initial and renewal applications</u> On receipt of an application, Strate provides the applicant with a pro-forma invoice.	From receipt of application to delivery of pro-forma invoice	1 Business day
Register	<u>Issue New LEI</u> On receipt of payment, Strate will validate and verify the Legal Entity Reference Data (LE-RD). Should validation be successful, Strate will issue a new LEI.	Monday – Friday 8:00AM – 5:00PM (GMT+2 Hours)	3 Business Days
Register	<u>Non-validated applications</u> Strate will communicate by email advising the applicant of the non-validation issues. The applicant will be required to update required fields and/or attach updated documentation by using the Update LEI service. On receipt of updated information, the validation process will continue and an LEI may be issued.	Monday – Friday 8:00AM – 5:00PM (GMT+2 Hours)	2 Business Days 2 Business Days
Update	Strate provides an interface or mechanism for legal entities to update their LE-RD. Strate verifies all corporate action updates as requested by the legal entity via an authoritative source. For those changes verified by Strate, Strate ensures that the changes are promptly incorporated into the LE-RD. Strate will upload the updated LEI record to GLEIF.	Monday – Friday 8:00AM – 5:00PM (GMT+2 Hours)	3 Business Days
Challenge	Strate reviews and responds to LEI or LE-RD challenges transmitted to Strate by GLEIF. Such challenges may be transmitted to Strate by GLEIF on behalf of a third party or on behalf of GLEIF. Strate researches the content of the challenge and verifies the challenge via an authoritative data source. Strate promptly informs the legal entity about the receipt of such a challenge and gives the legal entity an opportunity to comment, and/or to apply for a change regarding its LEI or LE-RD. If the challenge is verified by an authoritative data source, Strate will ensure that the LE-RD is adjusted, taking into account the comments it has received from the legal entity. Strate will notify GLEIF and the legal entity throughout the process.	Monday – Friday 8:00AM – 5:00PM (GMT+2 Hours)	10 Business Days
Porting	Strate, on behalf of a legal entity, can notify another LOU of a request to transfer the LEI Management. Both LOUs follow the required steps to complete the transfer.	Monday – Friday 8:00AM – 5:00PM (GMT+2 Hours)	5 Business Days
Renewal	Strate provides an interface for the legal entity to renew its LEI annually. The legal entity must formally apply for renewal. Strate will notify the legal Entity at least 6 weeks prior to the renewal. Strate will adjust the status of the LEI to indicate that the LEI has lapsed if the legal entity does not apply for a renewal by the renewal date. The legal entity must confirm that any and all data provided in the preceding year is still valid, or it must supply changed data. The renewal service will follow the same process as the registering service.	Monday – Friday 8:00AM – 5:00PM (GMT+2 Hours)	3 Business Days

Terms of use

Introduction

- A. The Global Legal Entity Identifier Foundation (GLEIF) is a not-for-profit foundation incorporated by the Financial Stability Board in Basel, Switzerland under the laws of Switzerland.
- B. GLEIF and its partnering Local Operating Units ("LOUs") operate a system of worldwide unique Legal Entity Identifiers ("LEI", "LEIs") and LEI repositories with certain additional information about the relevant legal entities ("Legal Entity Reference Data", "LE-RD").
- C. The website <http://www.lei-strate.co.za> allows users to access the LEI Register of Strate. Any such access might use file downloads, access via Web Interfaces/APIs or by any other technical means, as provided in Strate's discretion. Any data LEI and LEI-RD access at <http://www.lei-strate.co.za> is subject to these Terms of Use.

1. Definitions

Strate LEI Service shall mean the facility provided by Strate under these Terms of Use and further described below and provided on the website <http://www.lei-strate.co.za>.

Strate LEI Register shall mean the database operated by Strate with at least all LEIs and LE-RD managed by Strate.

GLEIF Logo shall mean the logo of GLEIF as shown on <http://www.gleif.org>.

Strate LEI Logo shall mean the logo of the Strate LEI Service as shown on <http://www.lei-strate.co.za>.

GLEIS shall mean the Global Legal Entity Identifier System operated by GLEIF and the LOUs.

LEIs shall mean Legal Entity Identifiers issued by GLEIF and the LOUs.

LEI Reference Data and **LE-RD** (singular and plural) shall mean the information available in the Strate LEI Register in relation to an LEI. The categories of data currently included in the LE-RD are listed on <http://www.gleif.org>.

LOU or **LOUs** shall mean the Local Operating Units who have entered into a Master Agreement with GLEIF and who are accredited by GLEIF to accept applications by legal entities for LEIs and to issue LEIs. A list of the accredited LOUs can be found on <http://www.gleif.org>.

Strate is an authorised LOU.

ROC shall mean the "Regulatory Oversight Committee established by the Financial Stability Board and which has set out binding recommendations which can be found on: http://www.leiroc.org/list/leiroc_gls/tid_163/index.htm.

We, us, our or equivalent terms shall refer to Strate.

User, You, your or equivalent terms refer to any user of the Strate LEI Service.

2. Strate's LEI Service

- 2.1 The Strate LEI Service enables Users to look-up and/or download individual LEIs and/or related LE-RD and/or the entire set or a subset of LEIs and/or pertaining LE-RD from the Strate LEI Register.
- 2.2 The Strate LEI Service on the website <http://www.lei-strate.co.za> is provided for free.
- 2.3 The data available through the Strate LEI Service are provided under the CC0 licence, see <https://creativecommons.org/publicdomain/zero/1.0/>.
- 2.4 In order to protect the GLEIS and the fundamental principles underlying it as set out in the recommendations of the ROC, in particular in the event of any use of the Strate LEI Service which is contrary to, or threatens to undermine, those fundamental principles or the public benefit for which LEIs and LE-RD are provided, we do have to reserve the right to suspend or modify the Strate LEI Service or any of the Terms of Use.
- 2.5 The technical requirements you have to observe in order to be able to use the Strate LEI Service are described on <http://www.lei-strate.co.za>.

3. Service level

We do not guarantee that the website <http://www.lei-strate.co.za> and the Strate LEI Service will function and be available without interruptions or errors. In particular, their operation may be interrupted due to maintenance, updates or system or network failures. Unplanned interruptions will be dealt with on a best effort basis. Service windows are – whenever possible – announced in due time on <http://www.lei-strate.co.za>.

4. Conditions of use

- 4.1 By using our Strate LEI Service, you agree with the following terms:
 - a) You acknowledge that you do not have, and will not acquire, any intellectual property or other proprietary rights in the LEIs and LE-RD as provided by the Strate LEI Service, and that you do not, and will not, claim such rights.
 - b) You agree that you access LEIs and/or LE-RD on <http://www.lei-strate.co.za> only by way of using the Strate LEI Service, and that you refrain from trying to obtain access to our Strate LEI Register or any other of our files or databases other than through using the Strate LEI Service as offered by us and, in particular, that you refrain from trying to circumvent technical restrictions or infecting the Strate LEI Register with malware of any kind.

- 4.2 You agree that you shall refrain from creating, in whatever way, the impression that, data and/or services, except original LEI and LE-RD downloaded by you through the Strate LEI Service, are provided or supported or authorised or granted or otherwise associated by or with GLEIF or Strate.
- 4.3 You further agree to refrain from any actions or statements which may mislead the public and/or your customers to believe that any products or services provided by you, even if LEIs and LE-RD may be a part of such product or service, are services or products of GLEIF or any LOU, or that you are part of, or in a special relationship to, GLEIF and/or the GLEIS and/or any LOU.
- 4.4 You agree that GLEIF and Strate may take any appropriate steps, including but not limited to court action and to preliminary injunctions, if you do not comply with these Terms of Use, and that you are, provided applicable law allows, liable to a payment of liquidated damages in the amount of R150 000 for any single case of non-compliance.

5. Disclaimer of warranties and waiver of liability

- 5.1 THE LEI AND THE LE-RD MADE AVAILABLE TO YOU THROUGH THE STRATE LEI SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THERETO. YOU EXPRESSLY AGREE THAT ANY USE THEREOF IS AT YOUR SOLE RISK.
- 5.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM REGARDING LEIs AND LE-RD ALL WARRANTIES, EXPRESS OR IMPLIED, AND LIABILITY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES) ARISING FROM THE USE OF THE STRATE LEI SERVICE OR THE LEIS AND LE-RD.
- 5.3 IN PARTICULAR, WITHOUT LIMITATION, YOU RECOGNISE THAT THE ISSUANCE OF LEIS AND COLLECTION OF LE-RD IS BASED ON APPLICATIONS AND INFORMATION PROVIDED BY THIRD PARTIES. WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT SUCH INFORMATION IS ACCURATE, CORRECT, UP-TO-DATE OR THAT A CERTAIN LEI IS THE ONLY LEI ISSUED FOR A CERTAIN LEGAL ENTITY.
- 5.4 IN PARTICULAR, WITHOUT LIMITATION, WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY INTERRUPTIONS OR ERRORS IN THE FUNCTIONING OF THE STRATE LEI SERVICE OR THE WEBSITE [HTTP://WWW.LEI-STRATE.CO.ZA](http://www.lei-strate.co.za). FURTHERMORE, WE DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES OR THE WEBSITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON. FURTHERMORE, WE DO NOT WARRANT THAT THE SERVICES, INFORMATION AND CONTENTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES OR THE WEBSITE [HTTP://WWW.LEI-STRATE.CO.ZA](http://www.lei-strate.co.za) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 5.5 THE RESERVATIONS OF THE LICENCE (SEE SECTION 4) APPLY.

6. Applicable law and jurisdiction

- 6.1 These Terms of Use, and your use of the Strate LEI Service, shall in all respects be governed by, and construed and interpreted in accordance with, the substantive laws of South Africa without regard to South Africa's conflict of law rules.
- 6.2 The Parties submit to the exclusive jurisdiction of the competent courts in South Africa, for all disputes arising out of, or in connection with, these Terms of Use.

Contents of this material are protected under South African copyright law. No part of this material may be copied, completely or partially, either electronically or manually, without the written consent of Strate (Pty) Ltd.

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