

Terms and Conditions of the LEI Code Management Agreement

Valid from 17.10.2017

1. GENERAL PROVISIONS

- 1.1. Under the Agreement, the Bank provides a Client who is a legal person with the LEI code (*Legal Entity Identifier*) management service, following *inter alia* the procedure stipulated in the terms and conditions and documents of Bloomberg Finance L.P. (hereinafter: the **LEI Operator**), enclosed to this Agreement.
- 1.2. Also, the terms and definitions set out in the Bank's General Terms and Conditions (hereinafter; the **General Conditions**) are used in the Agreement, and in matters not regulated by the Agreement the Bank and the Client shall proceed from the General Conditions insofar as they do not contradict the conditions of the Agreement.
- 1.3. The Agreement shall be governed by the laws of the Republic of Estonia.

2. CONCLUSION OF AGREEMENTS AND MANAGEMENT OF LEI CODE

- 2.1. The Client shall fill in and sign the Third-Party Designate Authorisation Letter serving as an annex to this Agreement, under which it authorises the Bank to apply for and manage the LEI code towards the LEI Operator, including, to enter into the relevant agreements on behalf of the Client on conditions and pursuant to the procedure stipulated in the Agreement and by the LEI Operator.
- 2.2. Under the Agreement, the Client gives its consent to the Bank to forward the relevant data concerning the Client to the LEI Operator within the extent, on the conditions and pursuant to the procedure stipulated by the LEI Operator.
- 2.3. If the Client has not informed the Bank of its wish to take the username for the web environment of LEI Operator into its possession, the Bank shall be entitled to use and manage the web environment of the LEI Operator (incl. update the Client's data and renew the LEI) on behalf of the Client, in the interests of the Client. The Bank and the Client have agreed that the Bank renews the LEI once a year, for one year.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. The Bank has a right to refuse any transactions related to the LEI code, if:
- 3.1.1. the funds in the Client's account are insufficient for the settlement of the service fees and claims related to the Agreement and agreements entered into between the LEI Operator and the Client;
- 3.1.2. the Client has not given the Bank an authorisation and/or presented documents pursuant to that which is laid down in Clause 2.1 and/or 3.3 of the Agreement;

- 3.1.3. the Bank has learnt of changes in the data concerning the Client, however the Bank has no access to the changed data.
- 3.2. The Bank has a right to perform the activities described in Clause 2.3 without the prior coordination thereof with the Client.
- 3.3. The Bank has a right to request additional authorisations and/or documents from the Client, if these are necessary for the performance of LEI code related activities on behalf of the Client.
- 3.4. As long as the username of the LEI Operator's web environment is at the disposal of the Bank, the Bank shall ensure that no such person, unauthorised to use the web environment of the LEI Operator in the name of the Client, will learn or obtain possession of the Client's username.
- 3.5. If the Bank has delivered the username of the LEI Operator's web environment to the Client, the Client shall apply for a new password in the LEI Operator's web environment as soon as possible.
- 3.6. The Client shall ensure that the funds in the Client's account in the required currency are sufficient for the settlement of the service fees and claims related to the Agreement and agreements entered into between the LEI Operator and the Client;
- 3.7. The Client shall reimburse the Bank for all costs and damages, which may be incurred to or against the Bank towards the LEI Operator in connection with the relations between the Client and the LEI Operator.
- 3.8. The Bank shall not be liable for any damages incurred to the Client as a result of activity or inactivity of the LEI Operator, incl. the failure to fulfil any obligations or due to bankruptcy or insolvency.

4. SERVICE FEES

- 4.1. The Client pays the Bank for the activities performed within the management service of the LEI code in accordance with the Bank's Price List. Value added tax shall be added to the fee as stipulated by law.
- 4.2. The Bank has a right to debit the Client's Account(s) within the service fees payable by the Client and other amounts stipulated in the Agreement; including, the Bank shall have a right to debit any claims arising from the agreements between the Client and the LEI Operator from the Client's Account(s).

5. VALIDITY AND AMENDMENT OF THE AGREEMENT

- 5.1. The Agreement shall enter into force upon its signing and shall be concluded without a term.
- 5.2. Amendments and additions may only be introduced in the Agreement upon the Parties' written consent, except for

if the legal provisions regulating the contractual relations change, and unilateral amendment of the Agreement by the Bank is justified due to harmonisation with the legal provisions.

6. TERMINATION OF THE AGREEMENT

- 6.1. The Parties shall have the right to terminate the Agreement at any time by submitting the other Party a corresponding notice in the manner specified in the General Conditions at least 5 (five) Banking Days before the desired date of termination of the Agreement.
- 6.2. In addition to that which is stipulated in the General Conditions, the Bank shall have the right to cancel the Agreement unilaterally without giving advance notice, at least in one of the following cases:
- 6.2.1. The Client has expressed its wish to obtain possession over the username of the LEI Operator's web environment;
- 6.2.2. The funds in the Client's Account are insufficient for the settlement of the obligations (incl. service fees) arising from the Agreement and/or agreements concluded between the LEI Operator and the Client and the Client has not transferred a sufficient amount of money to the Account for this within five (5) days as of the receipt of the respective notice;
- 6.2.3. An LEI code application or reorganisation, merger, division, bankruptcy, liquidation proceedings or a procedure for deletion from the register has been previously commenced against the Client.
- 6.3. Termination of the Agreement shall not end the possible claims of the Bank against the Client, including the

obligation of the Client to compensate the Bank for the caused damage. Termination of the Agreement does not influence the agreements concluded between the Client and the LEI Operator.

- 6.4. Upon termination of the Agreement, the Bank shall transfer the username for the web environment of the LEI Operator to the Client.
- 6.5. After termination of the Agreement, the Bank shall have the right, at its own discretion, to take steps to avoid or minimise potential damage to the Bank and/or the LEI Operator.

7. FINAL PROVISIONS

- 7.1. Any disputes arising from the Agreement shall be resolved by the Parties by way of negotiation. If the Parties fail to reach an agreement by way of negotiation, the dispute shall be settled in the court of the Parties' location in accordance with the laws of the Republic of Estonia.
- 7.2. By signing the Agreement, the Client confirms to have examined the Agreement and the conditions and documents of the LEI Operator enclosed to the same with sufficient care, to understand the obligations involved in the Agreement and the agreements of LEI Operator and the risks, and confirms having all the rights and authorisations for entering into the respective agreements.
- 7.3. The Agreement has been prepared in two identical copies of equal legal force, of which both Parties shall retain a copy.

Confirmations

NAME AND SIGNATURE OF THE REPRESENTATIVE OF THE CLIENT

NAME AND SIGNATURE OF THE REPRESENTATIVE OF AS LHV PANK