

**KELER Depository Announcement -  
No. 9-09**  
on LEI services provided to entities registered  
in Hungary

**Effective from: 1 February 2021**

## DEPOSITORY ANNOUNCEMENT ON LEI SERVICES

This Depository Announcement contains the conditions of the services of KELER regarding the issue and handling of LEI codes based on the General Business Rules of KELER.

### 1. Definitions

The following terms used in this Depository Announcement have the following meanings:

**LEI (Legal Entity Identifier) code:** The LEI code is a unique 20-character alphanumerical identifier for the purposes of the identification of legal entities that primarily serves the purposes of the identification of parties participating in financial transactions. Only one LEI code can be assigned to a legal entity and every issued LEI code pertains to one legal entity only.

The international standard for LEI code is registered by the International Standard Organization under no. ISO 17442.

The LEI code shall be valid for one year from its issue and shall be renewed annually. After the expiry of the validity period the code will have an expired status. In the case of renewal the validity is extended with another year.

**GLEIF:** Global Legal Entity Identifier Foundation, a foundation operating under Swiss laws that determines the principles of the operation of the international system issuing and registering the LEI codes (Global LEI System - GLEIS) and operate same together with the LEI Service providers.

**LEI ROC:** Legal Entity Identifier Regulatory Oversight Committee, a committee consisting of the public institutions that supervises the international LEI system (GLEIS) operated by GLEIF. The Magyar Nemzeti Bank (Hungarian National Bank) is a member of the LEI ROC.

**LEI Service provider (Local Operating Unit - LOU):** An organization that is entitled to issue LEI codes based on the agreement concluded with GLEIF and to provide services in relation thereto.

**KELER:** KELER Central Depository Ltd. (KELER Központi Értéktár Zártkörűen Működő Részvénytársaság), a company operating under Hungarian laws that is registered by the Regional Court of Budapest-Capital (Fővárosi Törvényszék Cégbírósága) under no. 01-10-042346, with its seat at 1074 Budapest, Rákóczi út 70-72. KELER is a LEI Service provider.

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| <b>ÁÜSZ:</b>                                                         | General Business Rules of KELER.                                                                                                                                                                                                                           |
| <b>Fee schedule:</b>                                                 | The Fee schedule of KELER.                                                                                                                                                                                                                                 |
| <b>KELER website:</b>                                                | A term defined in the ÁÜSZ, a platform accessible at <a href="http://www.keler.hu">www.keler.hu</a> .                                                                                                                                                      |
| <b>LEI Services:</b>                                                 | Services determined in Section 3 of this Depository Announcement and related services.                                                                                                                                                                     |
| <b>LEI code issuing and handling system:</b>                         | An online system operated by KELER enabling the use of the LEI services.                                                                                                                                                                                   |
| <b>Registration:</b>                                                 | A procedure for the registration of a customer and user in the LEI code issuing and handling system.                                                                                                                                                       |
| <b>LEI owner/sometimes as principal legal entity:</b>                | An organization with legal personality operating under Hungarian laws using LEI Services directly or through a Representative customer. An organization with the LEI code.                                                                                 |
| <b>Representative customer/<br/>sometimes as agent legal entity:</b> | An organization registered in the LEI code issuing and handling system as customer; a legal entity assigned by the LEI owner for the use of the LEI code services based on a Power of Attorney. The LEI owner can be the Representative customer, as well. |
| <b>Registration Agent:</b>                                           | The Representative customer that concludes a separate Registration Agent contract with KELER (outside of the LEI code issuing and handling system). A legal entity using LEI services on behalf its customers.                                             |
| <b>User:</b>                                                         | A natural person who registers on behalf of the Representative client based on the assignment received from the LEI owner or was registered in the KELER LEI code issuing and handling system by a registered user.                                        |
| <b>Parties:</b>                                                      | KELER and the Representative client based on the assignment received from the LEI owner.                                                                                                                                                                   |
| <b>Agreement:</b>                                                    | A contract to be concluded by the Parties, the conditions of which are detailed in this Depository Announcement based on the ÁÜSZ. It is concluded by ticking the box during the Registration to the LEI code issuing and handling system.                 |
| <b>Application:</b>                                                  | A form for the use of the LEI services concerning LEI code issuing and handling.                                                                                                                                                                           |

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| <b>Order:</b>                                        | Filing of an Application with KELER; an actual order for the user of the LEI service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Ordered application:</b>                          | An electronically concluded contract between KELER and the Representative client (acting on the basis of the assignment received from the LEI owner) within the framework of the Agreement as a framework agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Power of Attorney:</b>                            | A completed and duly signed document template available at the KELER Website or in certain applications in the LEI code issuing and handling system in which the LEI owner (Principal legal entity) grants powers to the Representative client (Mandated legal entity) to represent the LEI owner regarding ordering of applications and the performance of services in line with the Agreement. Statements made by the Representative client under the Agreement constitute rights and obligations for the LEI owner. The Power of Attorney shall be accompanied by a sample signature verified by an attorney / signature specimen verified by a notary public at all times. |
| <b>Transfer Request Form:</b>                        | A completed and duly signed document available at the KELER Website or in the transfer applications in the LEI code issuing and handling system in which the Representative client issues instructions for the receipt of LEI code transfer based on the order of the LEI owner.                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>LE-RD<br/>(Legal Entity Reference Data):</b>      | Certain reference data pertaining to the LEI owner (information on the organization) that constitute a part of the LEI code registry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>LE-RR<br/>(Legal Entity Relationship Record):</b> | Information of the direct and final owner of the LEI owner that constitute a part of the registry of the connectivity network of the LEI owner from consolidation aspects.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## **2. Registration, customer and user management**

The Representative client shall register its organization and a User in the KELER LEI code issuing and handling system to be able to use the LEI services. The conditions of the ÁÜSZ, of this Depository Announcement, the Fee schedule, furthermore the GDPR Privacy notice shall be accepted upon Registration and the following customer and user information shall be provided at the Registrations site:

Customer information:

- Name of organization\*
- Type of registry number\*
- Registry number\*

- Phone\*
- Town (seat)\*
- Street, house number (seat)\*
- Postal code (seat)\*
- Email address of the organization

User information:

- User name\*
- Email address\*
- Surname\*
- First name\*
- Password\*
- Password again\*
- User's language\*

\*: Information marked by asterisk are obligatory.

The acceptance of the Registration conditions means the conclusion of the Agreement between KELER and the registered customer (the LEI owner itself or the Representative client acting on behalf of the LEI owner).

After the Registration KELER verifies the customer information.

After the Registration, KELER may request the User any time in a follow-up control process to verify that they are entitled to act on behalf of the Representative client.

The User can access the LEI code issuing and handling system with the unique user name and password registered during the Registration process. Registered users will be registered as customer administrators that will be entitled to create further users with unique user names and attach same to registered customers.

Users are obliged to take reasonable steps to prevent the compromise of the passwords by unauthorized persons. Users shall immediately inform KELER if their Registrations code has been used, obtained or may have been obtained by unauthorized persons and shall immediately initiate password change.

### **3. LEI Services**

The LEI owner or the Representative client acting on its behalf can start applications for LEI Services in the LEI code issuing and handling system accessible from the KELER website or from the URL [lei.keler.hu](http://lei.keler.hu). The LEI owner and the Representative client acting on its behalf acknowledge that the application is filed together with an order with KELER and the order of the application qualifies as electronic contracting.

Under the Agreement the LEI owner or the Representative client acting on its behalf is entitled to use the following LEI Services:

- a) Issue of a new LEI code;
- b) Receipt of the LEI code transfer from another LEI Service provider,
- c) Renewal of the LEI code;
- d) Updating changes concerning LE-RD and LE-RR (updating information);
- e) Transferring the LEI code to another LEI Service provider,
- f) If the LEI owner ceases to exist (with or without a legal successor), then the LEI code will be terminated by changing its status (inactivation of the LEI owner).

The LEI owner acknowledges that the basic principles of the issue and handling of the LEI code are determined in the GLEIF.

The LEI owner acknowledges that only one LEI code can be assigned to them at a time. The LEI owner expressly acknowledges that it is forbidden to file an application with KELER and/or with any other LEI Service provider as a legal person for more than one LEI code or to request the issue of a new LEI code simultaneously with an existing one. KELER undertakes not to issue the LEI code assigned to the LEI owner to another legal person, even if the LEI code expires or if the LEI codes becomes inactive due to the termination of the LEI owner organization.

The LEI owner or the Representative client acting on its behalf shall provide the necessary information for the application for LEI Services if the information of the LEI owner or of the Representative client acting on its behalf are not available in the company registry portal of the Company Information and Electronic Company Registration Service of the Ministry of Justice, by providing the documents verifying the information in scanned form. In some cases a Power of Attorney shall be attached as well, see Section 5 for detailed regulation. The language of the data supply and of the documents is Hungarian or English. If the document was issued in any other language, then the LEI owner or the Representative client acting on its behalf shall have a Hungarian or English translation prepared and file the translation together with the original document.

KELER undertakes to validate the request, the provided information and the submitted documents after the fee payment and data supply in the case of applications for LEI Service and if all information and documents are available, then fulfils the Individual Order.

Under the scope of the Agreement KELER is entitled to request data supply from the LEI owner or the Representative client acting on its behalf without any limitation, furthermore, if necessary, entitled to request the same document multiple times from the LEI owner or the Representative client acting on its behalf in a format requested by KELER. KELER exercises these rights only for the purpose to check that the conditions of the LEI Service provision are given. KELER shall not use its right to request information and documents in bad faith.

The LEI owner or the Representative client acting on its behalf shall provide full, true and authentic information. The LEI owner or the Representative client acting on its behalf furthermore undertakes not to provide information that they are not entitled to forward, that is misleading or offensive; furthermore they also refrain from sending/uploading any virus or malware to KELER systems during the course of the electronic communication and contractual cooperation.

The LEI owner acknowledges that the LEI code is valid for one calendar year from its issue or latest renewal, thereafter (provided that the LEI code is not renewed) the LEI code will become invalid

(expires). KELER undertakes to notify the LEI owner or the Representative client prior to the expiry of the LEI code. The LEI owner or the Representative client acting on its behalf shall review the LE-RD and the LE-RR in a renewal application and shall make sure that the information on the organization of the LEI owner are accurate and in line with the registry of the registering authority. The same rules apply to the annual review than to the application of a new LEI code.

Under the scope of the Agreement the Representative client, based on the assignment received from the LEI owner, shall immediately record any changes in the information concerning the LE-RD and LE-RR in the KELER LEI code issuing and handling system.

The LEI owner or the Representative client acting on its behalf is entitled to request the transfer of the LEI code to a LEI Service provider in the discretion of the LEI owner. The transfer shall be initiated at the receiving LEI Service provider. If the receiving LEI Service provider is KELER, then the LEI owner or the Representative client acting on its behalf shall on one hand apply in the LEI code issuing and handling system accessible from the KELER Website and on the other hand shall send the statement duly signed by the LEI owner to KELER (Transfer Request Form can be downloaded from the KELER Website or directly during the application from the LEI code issuing and handling system). If the transferring LEI Service provider is KELER, then the order for the transfer will be performed only if the receiving LEI Service provider confirms same.

The Representative client is entitled to have the LEI code managed by the Representative client transferred to another Representative client. The condition of this transfer is that the Representative client receiving the LEI code shall be entitled to represent the LEI owner.

The LEI owner or the Representative client acting on its behalf acknowledges that KELER is entitled to record extraordinary changes even without an ordered application from the LEI owner or from the Representative client acting on its behalf in a so-called admin data update process.

The LEI owner or the Representative client acting on its behalf acknowledges that KELER is obliged to modify the LE-RD and LE-RR pertaining to the LEI owner in certain cases (GLEIF guidelines or contractually stipulated cases) in a so-called admin data update process.

The LEI owner or the Representative client acting on its behalf acknowledges that the LE-RD and LE-RR data pertaining to the LEI owner can be challenged by anyone through the GLEIF. In the case of a challenge, at KELER's request the LEI owner or the Representative client acting on its behalf shall cooperate for the purposes of data verification.

#### **4. Process of using the LEI Services**

KELER states that the technical steps of the conclusion of the Agreement and of the order of the application are as follows:

- a. the User of the LEI owner or of the Representative client acting on its behalf registers in the KELER LEI code issuing and handling system that can be launched from the KELER Website and accepts the terms and conditions of the ÁÚSZ and of this Depository Announcement, the Fee schedule and the GDPR Privacy notice during the Registration on behalf of the LEI owner;

- b. KELER confirms the successful Registration (and about the conclusion of the Agreement) in email; due to security reasons the Registration shall be confirmed by clicking the link in the confirmation email;
- c. the User initiates an application in the KELER LEI code issuing and handling system, enters the necessary information and uploads the necessary documents;
- d. KELER verifies the information of the registered customer;
- e. The User may rectify any erroneously given information in the application prior to the finalization of the order;
- f. If the bank transfer payment method is chosen, then KELER sends a proforma invoice to the email address of the addressee recorded in the application (Representative client or LEI owner);
- g. If the bank transfer payment method is chosen, then the addressee of the invoice; if bank card payment is chosen, then the Representative client pays the fee of the order; the User may withdraw before the payment of the fee;
- h. In the case of the provision of all requested information KELER performs the application (or if the application is impossible to be performed, then withdraws from the contract);
- i. If the User does not pay the fee within 15 (fifteen) days from the order or fails to provide the obligatory information and/or documents, then KELER may withdraw from the order;
- j. If the ordered application is rejected due to any reason whatsoever after the fee payment or the ordered LEI Service is not performed, then KELER discusses the situation with the User concerning the method of the repayment. KELER immediately repays the amount once obtaining the necessary information.
- k. After the acceptance of the application, i.e. after the performance of the service KELER issues its invoice to the addressee indicated in the application.

## **5. Power of Attorney**

If the Representative client wishes to order a New LEI code application or a transfer application for the LEI owner, then the scanned copy of their Power of Attorney shall be sent to KELER during the application process, along with the signature specimen. The Power of Attorney is valid for the issued / transferred LEI code.

If KELER requests the Representative client, then they are obliged to send the Power of Attorney in hard copy form, as well.

The Representative client shall inform the LEI owner about all terms and conditions of the Agreement and of the application order.

Each statement of the Representative client made concerning the KELER Agreement shall be considered as forwarded to the LEI owner and it is also communicated to the User.

If the Representative client is also a Registration Agent, then the Registration Agent shall not submit a Power of Attorney or a signature specimen for every application in line with the contract but KELER is entitled to request any time from Registration Agent in a follow-up control procedure to verify that they are entitled to act on behalf of the LEI owner.



If the LEI owner cancels the Power of Attorney, then the Representative client shall immediately inform KELER about this.

## **6. Fee payment and invoicing**

The LEI owner shall pay a fee for the use of paid LEI Services. The fees of LEI Services are contained in the Fee schedule.

Fees can be paid either with online bank card payment through the KELER LEI code issuing and handling system or via wire transfer. The fee is considered as paid when the amount is credited to KELER's account or in the case of bank card payment it is fulfilled when KELER receives the system message from the clearing bank. The LEI Service will be performed once the fee is paid.

The application for a new LEI code and the renewal of a LEI code are paid services (transfers are free of charge but the associated renewal is a paid service); fees of other LEI Services are contained in the fees of the application or of the renewal.

KELER is entitled to modify the Fee schedule. KELER is entitled to supervise the LEI Service fees and to introduce new fees concerning the LEI Services.

KELER issues an electronic invoice after the fulfilment of the LEI Service that will be send to the email address of the addressee indicated in the application.

## **7. Communication**

Parties communicate in email. KELER's e-mail: [lei@keler.hu](mailto:lei@keler.hu), the email of the Representative client is recorded during the Registration phase (or later on concerning the management of the core information), while the email of the LEI owner is recorded during the application phase.

## **8. Data processing and intellectual property**

LEI and LE-RD, LE-RR are public information that may contain personal data.

The Representative client user comprehend the process of personal data that KELER provides under the scope of the Agreement for the purposes of the fulfilment of the Agreement. Personal data include the User's name, contact information and the fact whether the User is employed or otherwise contracted by the Representative client. Data processing takes places by legitimate interest.

The User (or any other person whose personal data is provided by the User) is entitled to request information from KELER regarding the data processing and can request the handover or the erasure of data, the restriction of processing activities and can request rectification or may object to the data processing. If the data subject does not accept the decision of KELER regarding their objection against data processing or they think that KELER infringed the privacy laws, then they are entitled to file a lawsuit at the courts or file a complaint with the National Data Protection and Freedom of

Information Authority (NAIH). The data subject can exercise their right to data portability by ordering one of the free of charge transferring services detailed in Section 3.

The User acknowledges that in certain cases determined by GLEIF or by the User, KELER shall hand over the information concerning the Agreement to GLEIF or to another LEI Service provider. In such cases personal data might be transmitted abroad. The Commission of the European Union rendered an adequacy decision based on which no specific permit is required for the transfer of personal data to Switzerland. KELER transmits personal data to non-EU countries only if the legal preconditions are given.

User acknowledges that the basic rules for data processing are laid down in Regulation EU no. 2016/679. KELER's Privacy notice is available at the link located at the bottom of the [www.keler.hu](http://www.keler.hu) website where you can find the information necessary for filing a complaint with KELER or with the Authority.

The users of the Representative client grant a non-exclusive license to KELER transferable to third parties (especially to GLEIF and to other LEI Service providers), free of any geographical, temporal limitations or without a limitation on the types of use regarding any intellectual property that is handed over to KELER during the conclusion or performance of the Agreement and that incidentally constitute a part of LE-RD. The LEI owner acknowledges that the purpose of this license is to ensure that the publication of LE-RD should not be restricted in any way or subject to fee payment or any other condition.

## **9. Scope and termination**

The Agreement enters into force upon the Registration of User and shall be valid for an indefinite period of time, i.e. it remains valid as long as Representative client has a legal personality or until Parties terminate the agreement.

Any of the Parties is entitled to terminate the Agreement in the following cases:

- a) If the Legal entity transfers the LEI code to another LEI service provider.
- b) If the Legal entity's LEI code expires.
- c) If the Legal entity loses the right for a LEI code after the issue of the LEI code; in this case KELER cancels the LEI code.

Any of the Parties is entitled to terminate the Agreement with immediate effect for cause if the other party breaches their obligations severely or repeatedly and the unlawful situation cannot be rectified or the breaching party denies to rectify the situation or fails to rectify it within a reasonable period of time.

KELER is entitled to terminate the Agreement with immediate effect if KELER's contract with GLEIF enabling KELER to provide LEI Services is terminated due to any reason whatsoever. KELER shall not assume any liability for damages suffered by the LEI owner or by the Representative client that may arise due to this type of termination.

Representative client and KELER exercise their right of termination via email.

## 10. Closing provisions

KELER is entitled to modify the terms and conditions of the ÁÜSZ and in this Depository Announcement unilaterally. KELER undertakes to publish any such changes, after the approval of the Magyar Nemzeti Bank in its website ([www.keler.hu](http://www.keler.hu)), at the website of the capital market publication system ([www.kozzetetelek.hu](http://www.kozzetetelek.hu)) and informs the LEI owner without any delay.

If the regulation is modified, then the stipulations of this agreement are modified automatically accordingly.

Matters not regulated in this Depository Announcement shall be governed primarily by the ÁÜSZ and by the Fee schedule, furthermore by the applicable Hungarian laws. By registering in the LEI code issuing and handling system Representative client confirms the reading, interpretation and all-around acceptance of the ÁÜSZ and of the Fee schedule.

Representative client accepts the above detailed method of communication of the changes and entry into force of the regulation constituting part of this contract.

KELER is not subject to any code of conduct regarding the Agreement.

Parties stipulate the exclusive jurisdiction of the courts of Hungary for any dispute arising from the Agreement or arising in connection thereto and concerning the validity of the Agreement or of this jurisdiction clause. If the Central District Court of Buda (Budai Központi Kerületi Bíróság) has competence in the case, then this court should adjudicate the case.

The ÁÜSZ, this Depository Announcement and the KELER LEI code issuing and handling system are available in Hungarian and English languages. In the case of any discrepancies, the Hungarian version shall prevail.