



Association of  
National Numbering Agencies  
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## Annex 4:

# ANNA MEMBERSHIP GUIDELINES

## Subject

This document outlines the rights and obligations of ANNA Members and Partners, also referred to as the Membership Guidelines. All the ANNA Members and Partners are bound by these guidelines and must conduct their relationship with ANNA according to the terms stated herein.

	Members	Partners
<b>Membership Rights</b>	<ul style="list-style-type: none"> <li>• Right to vote on ANNA BV Management Body Elections and being eligible for position on the Management Body as per Internal Rule 10</li> <li>• Voting on the annual accounts</li> <li>• Right to inspect the annual accounts</li> <li>• Power of investigation and supervision of independent auditors</li> <li>• Request an extraordinary General Meeting (Members representing at least 1/10th of the Membership)</li> <li>• A member may withdraw with all its shares with at least 90 days prior written notice to the Management Body, expiring at the end of the first six months of the financial year of ANNA and effective from that date</li> <li>• Members are liable only up to the amount of their subscription and such liability is neither joint and several</li> <li>• Discharging all financial obligations for which it is liable to ANNA</li> <li>• All other rights as set out in the Articles and Internal Rules of ANNA</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

	Members	Partners
<b>Participation in General Meetings</b>	<ul style="list-style-type: none"> <li>• Right to participate, vote and speak at ordinary or extraordinary General Meetings (personally or in exceptional cases by remote participation or power of attorney) in accordance with the provisions of these Internal Rules.</li> <li>• Can send up to 3 delegates to attend GMs free of charge. Each delegate can have a maximum of one accompanying guest (additional guests can be subject to a participation fee, to be decided by the host of the relevant General Meeting).</li> <li>• In accordance with Internal Rule 7, Members are obliged to participate in the General Meetings with a minimum physical participation of at least one (1) of every four (4) physical General Meetings. A warning will be sent by written notice if no physical participation is verified during four (4) physical General Meetings.</li> <li>• Right to vote (one share, one vote) on all matters in accordance with the Membership Rights of these Internal Rules and the Articles of Association</li> </ul>	<ul style="list-style-type: none"> <li>• Can, but are not obliged, to attend ordinary or extraordinary General Meetings ((personally or in exceptional cases by remote participation) in accordance with the provisions of these Internal Rules.</li> <li>• Can send up to 3 delegates to attend GMs free of charge. Each delegate can have a maximum of one accompanying guest (additional guests can be subject to a participation fee, to be decided by the host of the relevant General Meeting).</li> <li>• Partners do not have any voting rights.</li> </ul>

	Members	Partners
<b>Annual Fees</b>	<ul style="list-style-type: none"> <li>Members are subject to an Annual Fee as approved by the General Meeting as defined in Internal Rule 5. Fees must be paid on or before the deadline communicated by the ANNA Secretariat.</li> <li>Penalties and administrative charges may apply for untimely payment and additional documentation requests</li> <li>Requests for waivers or postponement of the Annual Fee must be in accordance with Internal Rule 5.</li> </ul>	<ul style="list-style-type: none"> <li>Partners are subject to an annual service fee as of the end of the 2<sup>nd</sup> year of Partnership and equivalent to the annual Member fees in accordance with the provisions of the Global Partnership Agreement (Annex 1). Fees must be paid on or before the deadline communicated by the ANNA Secretariat.</li> <li>Penalties and administrative charges may apply for untimely payment and additional documentation requests</li> <li>Requests for waivers or postponement of the annual fee must be in accordance with Internal Rule 5.</li> </ul>
<b>Working Groups and Task Forces</b>	<ul style="list-style-type: none"> <li>Right to actively participate in ANNA Working Groups and Task Forces. Participation is not limited to the official ANNA representatives, but may be nominated from within the Member/Partner organization.</li> </ul>	
<b>ISO Standards/Allocation of ISIN, FISN, and CFI</b>	<ul style="list-style-type: none"> <li>Act in accordance with the ISO Registration Authority Agreement</li> <li>In line with ISO directives, in case an NNA charges any fee in connection to ISIN, CFI, or FISN allocation, such fee must be determined on a cost recovery basis only.</li> <li>Fulfill ISO annual reporting obligations through timely and complete participation in a mandatory survey to be conducted by the ANNA Secretariat. The Management Body is empowered to accelerate the escalation process and suspend any member that is not compliant in providing timely, complete and accurate responses (by the set submission deadline).</li> <li>Allocate ISINs, FISN and CFIs for all security types, listed and unlisted, in our area of responsibility according to ISO 6166 in conjunction with these Internal Rules;</li> <li>Disseminate ISINs to the local and international securities industry, the ASB, as well as to other ANNA members;</li> <li>Follow the ISIN Quality Management Concept (current version or any amendment from time to time on ANNA website <a href="http://www.anna-web.org">www.anna-web.org</a>)</li> </ul>	

	Members	Partners
	<ul style="list-style-type: none"> <li>Focus on the key criteria pertaining to ISIN CFI, and FISN: Accuracy; Timeliness; and Coverage.</li> </ul>	
<b>ANNA Service Bureau (ASB) – Data Provision Obligations</b>	<ul style="list-style-type: none"> <li>Provide ISIN master file (including CFI and FISN) to ASB within 6 months after having been accepted by the General Meeting as a Partner, and a quarterly masterfile refresh at least once every 3 months thereafter.</li> <li>Provide daily updates to ASB either via the ASB webs service or SFTP file transfer in the agreed ISIN record structure format;</li> <li>Respond to and remedy data challenge issues as raised by the ANNA Management Body and Management team, ASB Operators, or 3<sup>rd</sup> parties in a timely manner</li> <li>Using the ASB product line as a communication platform and vehicle for dissemination of ISIN data to all other ANNA members and other connected parties (data vendors etc.);</li> <li>Give Power of Attorney to the Management Body for signing license agreements with data vendors and other parties (e.g. end-users and service centers).</li> <li>Focus on the key criteria pertaining to ISIN, CFI, FISN and associated reference data: Accuracy; Timeliness; and Coverage.</li> </ul>	
<b>General</b>	<ul style="list-style-type: none"> <li>Accept and comply to the provisions of the Articles of Association and these Internal Rules;</li> <li>Sign and comply with the provisions of the Letter of Understanding</li> <li>Designate representatives and operational contacts in accordance with Internal Rule 1, iv. and ensure that any organizational or representative changes are reported to ANNA as soon as known, but not later than 14 days after taking effect</li> <li>Promote and implement ISO Standard 6166 (ISIN), 18774 (FISN), 10962 (CFI), 17442 (LEI) in our area of responsibility.</li> <li>Keep the Management Body informed about any event that can have an impact on ANNA or the Member's obligations (included but not limited to complaints or claims raised by ISIN users or third parties regarding ANNA related activities, decisions made by the Regulator that are related to or can affect the functioning and delegate or operational contract change).</li> <li>when requested, NNAs must respond to communication as instructed by the ANNA Secretariat, Management Team or Management Body and within the timeline indicated.</li> </ul>	

	Members	Partners
	<ul style="list-style-type: none"> <li>In the event of force majeure, the ANNA Management Body will use the necessary discretion when applying the above guidelines.</li> </ul>	

### Escalation Process for Non-Compliant NNAs

#### 1. Warning

- Non-compliant NNAs will receive a 1<sup>st</sup> and then a 2<sup>nd</sup> warning.
- If no adequate response is received, the General Meeting may decide on Membership suspension

#### 2. Suspension

- During the time of suspension, although the membership status remains, the member can neither participate in General Meetings, nor grant powers of attorney to be represented.
- Suspended members will be flagged on the ANNA website.
- If the suspended NNA takes sufficient measures to comply with its obligations, the Management Body may decide on the end of the suspension period.

#### 3. Termination

- Continued failure to react or take sufficient measures for compliance may result in termination of membership by the General Meeting.
- The ANNA Management Body is entitled to decide termination of membership as a result of the occurrence of any of the events mentioned in article 11e of the Articles of Association, and shall report to the membership accordingly.
- After membership termination, the NNA is eligible to join ANNA again provided all aspects of compliance are met and the application is approved by the General Meeting

#### 4. Notification

- Official letters advising of the suspension or termination decisions by the General Meeting will be sent to the NNA representatives and their regulatory body.

### ACKNOWLEDGED:

NAME OF NNA

DATE

SIGNATURE