

**Investment
Services
Information
Market Data**

Introduction

In the Investment Services Information, DEGIRO provides the details of the contractual relation that DEGIRO has entered into with you in the Client Agreement and a more detailed explanation of its services and contracts. In this reference work, you can also read about the general and specific risks associated with investing in Financial Instruments. We recommend that you read the Investment Services Information and prepare well for investing, so that you can do this in a responsible manner.

The Investment Services Information is part of the Client Agreement. In the Investment Services Information, capitalised terms have the meaning as defined in the Client Agreement or as defined in the Investment Services Information.

If you have any questions, comments and/or suggestions, please contact the DEGIRO Customer Service Desk. You can find the contact details and availability of the Customer Service Desk on the Website.

Documents

The Investment Services Information consists of the following documents:

- WebTrader
- Profiles
- Investment Funds
- Investment Services
- Orders and Order execution policy
- Corporate actions, expirations and administrative actions
- Fees
- Characteristics and risks of Financial Instruments
- Security Value, Risk, Debit Money and Debit Securities
- **Market Data (this document)**

Market Data

This document lays down the terms and conditions that apply to the use of Market Data which DEGIRO receives from a third party Market Data Provider and that DEGIRO provides to client via the Webtrader. Client can access, receive and use such data subject to these terms and conditions.

Article 1. Definitions

Capitalised terms in this document have the meaning defined within the Investment Services Conditions. In addition, the following definitions apply:

"Market Data" means all information and data, real-time or delayed, including but not limited to market prices, volumes and any other other market data that is specified in the definition of Market Data Provider and that is provided to Client by DEGIRO.

"Market Data Provider" means any one of the parties listed listed below in relation to the following information:

- 1- Chicago Mercantile Exchange Inc. and its affiliates in relation to:
Chicago Mercantile Exchange (CME)
Chicago Board of Trade (CBOT)
New York Mercantile Exchange (NYMEX)
Commodity Exchange (COMEX)
2. Nasdaq Corporate Solutions International Limited
3. CERCLE FINANCE Ltd.

Article 2. VWD Group

In the DEGIRO acceptance procedure, Client has entered into a personal market data agreement with VWD Group. As a general principle, all market data that Client receives in its Personal Page will be provided to Client directly by VWD Group, without interference by DEGIRO. The only exception to this principle is the Market Data that DEGIRO provides to Client in accordance with this document Market Data.

Article 3. Scope

In this Agreement, DEGIRO and Client agree to the conditions that apply in relation to the Market Data that Client does not receive directly from VWD Group under its own contractual relation with VWD Group, but that Client receives from DEGIRO. For the purpose of being able to provide this Market Data to Client, DEGIRO has entered into contractual relations with the Market Data Providers.

Article 4. Provision of Market Data

Market Data that DEGIRO provides to its clients for free will be provided automatically. Market Data for which DEGIRO requires a fee, will be provided to Client at the request of Client. Client can request that the provision of Market Data is switched on or of (per payment period as

specified in the document Fees in the Investment Services Information) for Client through the WebTrader or by email to the DEGIRO Servicedesk. Client agrees that DEGIRO will only provide Market Data to Client that DEGIRO in its turn receives from a Market Data Provider. All Market Data is provided to Client under the condition that Client complies with the obligations and limitations agreed upon in this Agreement.

Article 5. Intellectual property, confidentiality

Client acknowledges that Market Data Providers have exclusive and valuable property rights in and to the Market Data and that the Market Data constitutes valuable confidential information and/or proprietary rights of the Market Data Providers that is not available within the public domain and that, but for this contract with DEGIRO, Client would have no rights or access to such Market Data. Client agrees to protect the rights of Market Data Providers by keeping the Market Data confidential. Client shall not disclose or disseminate the Market Data in any way, neither as it is nor indirectly in any derived way.

Article 6. Use of Market Data

Client agrees that Client will only use the Market Data for its own personal use and benefit and not for the management of assets of a third party in any capacity. Client agrees that Client will not use the Market Data for any unauthorised or illegal purpose.

Client agrees that Client will not use the Market Data in a professional capacity, meaning that a.o. Client shall not use the Market Data in the capacity of:

- member of any exchange;
- registered or qualified professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any financial regulatory authority;
- employee of or investor for an institution that engages in brokerage, banking, investment, or financial activities.

Article 7. Fees

For the provision of Market Data to Client, DEGIRO will charge the fees as set within the document Fees in the Investment Services Information. DEGIRO may adjust such fee from time to time.

Article 8. Limitation of liability

It is the responsibility of DEGIRO to prudently select and contract Market Data Providers. The obligation of DEGIRO in relation to the Market Data itself however is limited to passing on the Market Data that DEGIRO receives from the Market Data Provider. DEGIRO does pass on the Market Data that it receives on an 'as is' basis and does not in any way guarantee the correctness or timeliness thereof. Client understand and agrees that the Market Data is provided to Client on an "as is" and "as available" basis and that DEGIRO does not guarantee the timeliness, accuracy and completeness of the Market Data. At all times when Market Data seems incorrect or implausible, Client shall not act upon such information, but shall contact DEGIRO instead so as to prevent errors and loss.

Client agrees that neither DEGIRO nor the Market Data Provider assumes any liability nor may be held liable to Client for any damages arising in connection with the receipt or use of Market Data.

Article 9. Third party stipulation

Client agrees that the conditions of this Agreement that serve to protect the intellectual property rights of the Market Data Provider and that limit the liability of the Market Data Provider, directly apply between Client and the Market Data Provider as a third party stipulation.

Article 10. Term and termination

This Agreement is entered into by Parties for an indefinite term and will terminate automatically at the termination of the Client Agreement between Parties. Notwithstanding the forgoing, DEGIRO will at any time be entitled to seize providing certain Market Data when DEGIRO does not receive such Market Data from a Market Data Provider or when DEGIRO cannot receive such Market Data from a Market Data Provider under conditions that are deemed acceptable by DEGIRO in its full but reasonable discretion. DEGIRO may seize providing Market Data to Client immediately upon the breach by Client of any of the conditions or limitations agreed upon in this Agreement.