

# **BACKED CREDIT (DEBIT MONEY)**

**EUROPEAN STANDARD INFORMATION ON SECURITIES** 

# **1. Identity and Contact Details of the Lender**

DeGiro B.V.		
Amstelplein 1, Rembrandt Tower 9th Floor		
1096 HA Amsterdam		
+31(0)20 – 535 34 96		
<u>clients@degiro.co.uk</u>		
www.degiro.co.uk		

# 2. Main Features of the Credit

# 2.1 Type of Credit

Debit Money is a fully collateralised roll-over loan of money with the Balance pledged to DEGIRO as security. Debit Money is permitted only if you have entered into the Debit Money Appendix.

# 2.2 Total Amount of Credit

The total amount of credit, meaning the maximum amount available to you, depends on the size and composition of the Balance in your DEGIRO account. The maximum amount available to you will fluctuate as a result of price movements. Generally speaking, credit of up to 70% will be provided for collateral in the form of shares, investment funds and bonds. However, DEGIRO may also decide to grant more or less credit on any specific Financial Instrument. Further information is available in the document Security Value, Risk, Debit Money and Debit Securities in the Investment Services Information.

# 2.3 Conditions for the Provision of Credit

You make use of Debit Money as soon as you buy Securities without having sufficient money for the payment thereof and, as a result, a debit balance in money arises in your Balance or the debit balance increases further as a result of such an Order.

# 2.4 Duration of the Debit Money Appendix

The Debit Money Appendix is entered into for an indefinite term. You can decide to terminate the Debit Money Appendix at any time. The condition for this is that you no longer have a debit balance in money in your Balance.

# 2.5 Terms for Payment of Interest

The interest due for the use of Debit Money is charged to your Balance in arrears, on a monthly basis. Bear in mind that this will increase the use of Debit Money. If you exceed the Limit for Debit Money, you are required to reduce the amount of the credit immediately by depositing money or selling positions.

# 2.6 Sureties Required

Debit Money is provided against collateral in Securities. For example, Philips N.V. shares give you the possibility of using Debit Money of up to a maximum of 70% of the value of the position in Philips shares. The collateral in Securities serves as surety for compliance with your obligations

pursuant to the credit provided. The obligations are the payment of interest as well as ensuring that the Limit set by DEGIRO is not breached.

# 2.7 Limits

If the Limit for Debit Money is breached, you are expected to settle the deficit in the Balance immediately. The procedure that applies if the Limit is breached is explained in the Investment Services Conditions and in the document Security Value, Risk, Debit Money and Debit Securities in the Investment Services Information.

# 2.8 Consequences of a Breach of Limits

If you do not settle a breach of the Limit in time, DEGIRO has the right to close positions in your Balance and to recover money from these positions in order to settle the amount that you are in excess of the Limit. DEGIRO will inform you if you exceed a Limit by sending electronic messages. You are responsible for providing the correct contact information for these messages to be sent to. If, due to any circumstance, you have not read the message from DEGIRO, DEGIRO will nevertheless keep to the deadline that you have received for settling the breach.

# 3. Costs of the Credit

# 3.1 The Interest Rate Applicable to Debit Money

The interest rate that applies to Debit Money is a fixed rate of 4%. This rate applies to all currencies. See the DEGIRO website for a list of the applicable rates and surcharges.

Total amount of credit	Effective interest rate on annual basis (A)	Interest charges per month (B)	Interest charges per year (C)	Total amount of credit after one year (D)	
10.000	4%	33,33	400	10.400	
25.000	4%	83,33	1.000	26.000	
50.000	4%	166,67	2.000	52.000	
100.000	4%	333,33	4.000	104.000	

Exemplary calculation of total costs of Debit Money in EUR

No rights can be derived from the above calculations which are intended to provide an indication of the costs of this facility.

#### A. Effective interest rate on annual basis

The effective rate on an annual basis provides a price indication for the credit. All the costs of the credit are reflected in this. The effective rate used according to the above calculation is 4% on an annual basis. See the DEGIRO website for the current interest rates.

#### B. Interest charges per month

The monthly costs of the credit in this table are based on an interest rate of 0,33%.

#### C. Interest charges per year

The yearly costs of the credit in this table are based on an interest rate of 4%.

#### D. Total amount of credit after one year

The total amount of credit is determined on the basis of the received credit including the interest charges.

# 3.2 No Obligation to Buy Other Services

DEGIRO offers the service Debit Money against collateral in the form of positions in your Balance. It is not mandatory to buy insurance to cover the credit or any other secondary service in order to obtain credit. It is mandatory to open an investment account with DEGIRO, which is free of charge. DEGIRO charges costs for providing investment services. See the website for a full overview of the costs DEGIRO charges for providing investment services.

#### 3.3 At Least One Investment Account Must Be Held

DEGIRO will open a Personal Page for you in which payments and receipts of money and Securities are administered. A transfer of money from your Personal Page will always be made to the Reference Account held with an external bank specified by you.

#### 3.4 Cost in the Event of Payment Arrears

If the debit balance of your Personal Pages breaches the Limit and you do not settle the breach within the terms as specified in the Investment Services Conditions, DEGIRO has the right to intervene and close positions in your Balance in order to cure the breach of the Limit. DEGIRO charges costs for this procedure. You will also bear any debt collection costs that arise if there is a residual debt. A breach of the Debit Money Limit can exist due to fluctuations in prices of your positions, if the calculation of the Risk or Security Value changes, or due to the collection of interest on your Debit Money.

#### 3.5 Default Can Have Serious Consequences

If you cannot meet your obligations under Debit Money, you may face serious consequences. You may face the forced sale of your positions. It can also mean that it becomes harder or impossible to obtain any subsequent loan.

#### 3.6 Registration Credit Rating Agency

DEGIRO is obliged to report any arrears of natural persons (not legal entities) of more than four months to the relevant credit rating agency. This may have negative consequences for any subsequent applications for loans, mortgages or other forms of credit.

# 4. Other Important Legal Aspects

#### 4.1 Termination of the Credit Agreement

You can terminate the Debit Money Appendix in writing, without a notice period, under the condition that the credit is settled in full, including the payable interest. Apart from the payable interest, you pay no contracting fee or other costs for the termination of Debit Money.

In the following cases the credit is payable on demand, with no notice of cancellation or other formalities: on your death, if you are declared bankrupt, if you are the subject of a seizure order, if

you apply for a moratorium on payments or if a statutory debt settlement arrangement is declared to apply to you.

#### 4.2 Right of Withdrawal

It is not possible to withdraw from the credit agreement after it has been signed.

#### 4.3 Early Repayment

You have the right to repay the credit early at any in full or partially.

#### 4.4 Consultation of a Database

Before you are eligible to conclude the Debit Money Appendix, we will check your creditworthiness with the relevant credit rating agency. An application for Debit Money will not lead to the registration thereof with the credit rating agency.

DEGIRO will notify you immediately, free of charge, of the outcome of the credit check if a credit application is refused on the basis of such a check. The foregoing does not apply if the provision of such information is forbidden pursuant to Community law or if this is counter to the objectives of public order or national security.

# 5. Additional Information on Distance Selling of Financial Services

# 5.1 Concerning the Creditor

#### Registration

DEGIRO is the trade name of DeGiro B.V., registered at Amstelplein 1, Rembrandt Tower 9th Floor, 1096 HA Amsterdam, Trade Register Number 34342820, Amsterdam

#### Supervisory authorities

The supervisory authority of DEGIRO (DeGiro B.V.) is the Netherlands Financial Markets Authority (AFM).

# 5.2 Concerning the Credit Agreement

#### Legislation taken as basis for the relation

The legislation used by the creditor as a basis for entering into a relation with you before conclusion of the credit agreement is the Dutch Civil Code and the Dutch Law on Financial Supervision.

#### Applicable law and/or competent court

The contracting and execution of the Debit Money Appendix is governed by Dutch law. In the event of a dispute, you can make use of the complaints procedure or submit the dispute to the competent court in Amsterdam.

#### Language regime

Information and contract conditions are provided in Dutch or English, but may be offered in other languages as well.

# **5.3 Complaints and Appeal Procedure**

#### Out-of-court complaint and appeal procedures

DEGIRO uses an internal complaints procedure and is also affiliated with the financial ombudsman KiFiD, see <u>www.kifid.nl</u>. The first step is that you must submit the complaint to DEGIRO in writing, via <u>clients@degiro.ie</u> or by post. We aim to settle your complaint with you directly. If you cannot reach a satisfactory agreement with DEGIRO, you can submit your complaint to the KiFiD together with the written rejection of your complaint or claim. Finally, you always have the possibility of submitting the dispute to the competent court in Amsterdam.