

## SCHEDULE D: MARKET DATA

This Schedule forms an integral part of the General Terms of **Sinara Financial Corporation (Europe) Ltd** available at [www.cy.sinara-finance.com/disclosures/](http://www.cy.sinara-finance.com/disclosures/) and the Service cannot be provided to you until and unless you accept the General Terms.

Subject to this Schedule, we may distribute to you (or where applicable, your underlying customer(s) if so agreed by you and us separately) the market data you select. To order this Service, you should submit to us a relevant Service Order Form. Market Data distribution starts from the second business day following our receipt of filled and signed Service Order Form or from the indicated Start Date (whichever is later) if Display Market Data is selected. Start of Non-Display Market Data distribution shall be agreed by the parties additionally in the Service Order Form.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Schedule:

**End-User** means you and where relevant, any and all your officers, directors and employees and any person authorised to act on your behalf, and the officers, directors and employees of such person. Where in relation to business conducted pursuant to this Schedule, you are acting as agent your one or more underlying customers and we agree in writing to you so acting, End-User includes any your underlying customer(s) and where applicable, any and all your underlying customer's or customers' officers, directors and employees and any person authorised to act on its or their behalf, and the officers, directors and employees of such person.

**MD** means the market data we may from time to time supply to you subject to the terms of this Schedule.

**Third Party Provider** means third party licensors, vendors, service providers,

subcontractors and sources that distribute to us MD and any associated content, data, material, information, connectivity, capability or service, for further dissemination to you.

**User Code** means unique identifiers and/or security devices or prescribed security procedures or any combination thereof, including without limitation, any digital certificate(s), secret keys, authentication codes, logins, and other secure access code (SMS, PUSH etc.), user name(s) password(s), credentials and/or access details that may be required to access or use MD.

**Applicable Regulation** means terms and conditions, policies and any other applicable documents of Third Party Providers described in the relevant Service Order Form.

### 2. GENERAL

2.1. Subject to the conditions and limitations set out in this Schedule and whatever additional obligations, conditions and limitations contained in your agreement(s), if any, with Third Party Provider(s), we grant to you (or where applicable, your underlying customer(s) for whom you are acting as agent) at your request, a limited, non-exclusive, non-transferable and revocable right to use MD that we may from time to time supply to you (or where applicable, your underlying customer(s) for whom you are acting as agent).

You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that MD may be used solely by you or your (or where applicable, your underlying customer's or customers') End-Users on your (or where applicable, your underlying customer's or customers') behalf and only for your (or where applicable, your underlying customer's or customers') personal use, or internal business use, as may be applicable, and to the extent, such use relates to the Services provided under this Schedule,

General Terms, applicable Service Order Form and Terms of Third Party Provider.

2.2. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that you shall not permit your underlying customer(s) to use MD that we may provide to you under this Schedule, unless we separately agree otherwise in writing.

2.3. You (including, where applicable your underlying customer(s) for whom you are acting as agent), acknowledge and agree that Third Party Provider(s) own all intellectual property rights or any other exclusive proprietary rights in MD or in anything copied or downloaded from the use thereof. Except as expressly stated herein, neither we nor any Third Party Provider grant you (or where applicably, any underlying customer(s)) any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of MD.

2.4. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) acknowledge that we, as well as, Third Party Provider(s) may change or modify at any time, with as much prior notice to you as is reasonably practicable the content, format or nature of MD and the means of access to MD.

2.5. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) undertake to use reasonable endeavours to notify us without delay of defects or faults arising in MD. We shall use commercially reasonable endeavours to make MD available at all times during business hours and relevant markets trading sessions except for scheduled or emergency maintenance notified to you by us as soon as reasonably feasible.

2.6. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree to permit (subject to reasonable confidentiality restrictions and

upon reasonable notice) us and any relevant Third Party Provider or appropriate regulator to inspect any equipment, connections and the distribution networks used by you (or where applicable, your underlying customer(s)) in connection with MD.

2.7. Applicable Service Order Form once executed by you and accepted by us, shall constitute an integral part of this Schedule.

2.8. Upon termination of the use of MD, all licenses granted in respect thereto shall immediately and automatically terminate without further notice.

2.9. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) acknowledge and agree that damages may not be an adequate remedy for breach of the obligations set out in this Schedule and that nothing herein is intended to limit our right to seek alternative remedies, including an injunction or other equitable remedy.

### **3. USE**

3.1. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) undertake not to (and shall not permit any End-User or third party to):

(a) except as may be allowed by any Applicable Regulation which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Schedule, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of MD in any form or media or by any means;

(b) access all or any part of MD in order to build a product or service which competes with MD;

(c) use MD for commercialisation or for provision to third parties;

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, furnish or otherwise commercially exploit, or

otherwise permit or provide access to MD to any person or to any other office or place or make MD available to any third party or at any other office or place except you or End-Users at their specified devices of any kind, or attempt to obtain, or assist third parties in obtaining, access to MD, other than as provided under this Schedule;

(e) delete, remove or modify any author attributions, disclaimer, copyright, trademark or other legal notices or proprietary designations or labels; or

(f) use MD for any illegal purpose or otherwise contrary to any Applicable Regulation and to comply with all Applicable Regulations with respect to your activities under this Schedule;

(g) comply with obligations stated in this Schedule, General Terms, applicable Service Order From and Terms of Third Party Provider.

3.2. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that provision of, access to or use of MD under this Schedule may at any time require or become conditional upon you (and where applicable, your underlying customer(s)):

(a) entering into direct agreements with Third Party Provider(s);

(b) agreeing on additional terms with such Third Party Provider(s); or

(c) signing any comfort letter, honesty statement or otherwise making any necessary statement to such Third Party Provider(s).

3.3. You shall and shall ensure that any End-Users shall, at all times fully comply with all of the agreements, requirements and restrictions of ours and the applicable trading venues or markets and Third Party Provider(s) relating to MD and the use, access, storage and redistribution thereof, and all Applicable Regulations. In order to ensure compliance with contractual restrictions and obligations, you (and where applicable, your underlying customer(s)) shall promptly respond to any and all

requests for information from us or the Third Party Provider(s) and shall cooperate with other measures we may take in good faith to fulfil our obligations to the Third Party Provider(s). If you become aware of any unauthorised use, access to, storage or redistribution of any MD, you shall immediately notify us in writing.

3.4. Where you are acting as agent for one or more underlying customers, you will be solely responsible for ensuring that you and/or your underlying customer(s) sign appropriate agreements with Third Party Provider(s) as required for the use of MD provided to you (or where applicable, any your underlying customer(s)) by us. To the extent that you request that we provide access to MD to any workstation operated by you (or where applicable, your underlying customer(s)), you (including, where applicable, your underlying customer(s) for whom you are acting as agent) represent that any and all appropriate agreements with Third Party Provider(s) have been executed and you (including, where applicable, your underlying customer(s) for whom you are acting as agent) acknowledge that we will deduct fees due to Third Party Provider(s) as appropriate. You will provide executed agreements with Third Party Provider(s) upon request by us or any Third Party Provider(s).

3.5. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) undertake to ensure that your (or where applicable, your underlying customer's or customers') network and systems comply with the relevant specifications provided by us from time to time and shall be solely responsible for procuring and maintaining network connections and telecommunications links from your (or where applicable, your underlying customer's or customers') system to MD feeder, and all problems, conditions, delays, delivery failures and Loss (as defined in the General Terms) arising out of or in connection with your (or

where applicable, your underlying customer's or customers') network connections or telecommunications links. You shall ensure that you (and where applicable, your underlying customer(s)) promptly comply with any minimum hardware configuration requirements specified by us for the purpose of establishing connectivity between your (or where applicable, your underlying customer's or customers') system and MD feeder.

3.6. You are responsible to obtain and maintain, at your own expense any equipment and software, including, but not limited to operating systems, applications, communications software, internet browser, telecommunications equipment, third-party application services and other equipment and software required for you to access and use MD ('Equipment'). You agree and acknowledge that we are not responsible for any problem, error or malfunction relating to MD resulting from data entry errors by you or of or failure of your Equipment or any other failure or problem not attributable to us.

3.7. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) acknowledge that we control both the entitlements and the display of MD and agree that we may, in our sole discretion and with or without notice, restrict, suspend, limit, cancel or terminate the right to use MD if required to do so by a Third Party Provider, trading venue, appropriate regulator or other competent authority, court or tribunal or otherwise to comply with the requirements of Applicable Regulations or Market Rules.

#### **4. SECURITY PROCEDURES**

4.1. You shall (and where applicable, shall ensure that your underlying customer(s) shall) use all reasonable endeavours and precautions to prevent any unauthorised access to, or non-permitted use of, MD. In the event of any such

unauthorised access or non-permitted use, you shall promptly notify us and take all reasonable steps to enforce compliance herewith, and to prevent further breach. If any unauthorised or non-permitted use is made of MD, we may restrict, suspend or otherwise limit, cancel or terminate the delivery of MD without prejudice to our other rights and remedies.

4.2. We or the applicable Third Party Provider may from time to time provide you with User Code(s). You (including, where applicable, your underlying customer(s) for whom you are acting as agent) undertake to keep User Code(s) secure and not to share the User Code with any third party. If you (or where applicable, your underlying customer(s)) pass User Code(s) to third party or give third party access to your User Code(s), you will be responsible for use of MD by that third party.

4.3. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) undertake to comply with accepted principles of data security and agree that:

- (a) you shall not, nor shall you permit any other person to, remove, modify, exchange, disable, penetrate or otherwise defeat any prescribed security procedures;
- (b) you will take all necessary actions to preserve the confidentiality of User Codes;
- (c) you shall restrict access to the User Codes and MD to those persons who are duly authorised to have such access on your (or where applicable, your underlying customer's or customers') behalf;
- (d) you are responsible for ensuring that all information contained in any request for a User Code is complete and correct; and
- (e) you are responsible for all acts or omissions that occur under any User Code.

4.4. You shall notify us and, where applicable, the Third Party Provider immediately in writing in the event that you learn that:

- (a) any User Code is lost, stolen, or improperly disclosed to a third party;

- (b) the authority or employment, as applicable, of any End-User provided with a User Code has been or is about to be terminated (in which case you agree to promptly return to us any security device, if any, previously issued to such End-User);
- (c) the confidentiality of any User Code has been compromised in any way; or
- (d) you learn about a possible or actual unauthorised access to and/or use of any User Code.

## 5. ADDITIONAL END-USER SUBSCRIPTIONS

5.1. You may from time to time ask for additional End-User subscriptions, provision of which may be subject to conclusion of relevant agreements, and we will grant access to MD to additional End-Users authorised by you in accordance with the provisions of this Schedule, General Terms, Applicable Service Order Form and Third Party Provider Terms.

5.2. If you wish to have other authorised End-Users with additional subscriptions, you shall request us in writing by filing a Service Order Form. We shall consider your request and should we agree, subject to the authorised person signing relevant documentation with us, we will grant to such End-Users User Codes as requested and you (or where applicable, your underlying customer(s)) shall pay to us the relevant fees for such additional End-User subscriptions as set out in the relevant Service Order Form. Where any additional End-User subscriptions is purchased part way through the standard billing term, such fees shall be pro-rated for the remainder of the term.

5.3. In relation to any and all End-Users, you (including, where applicable, your underlying customer(s) for whom you are acting as agent) undertake to us that:

- (a) you shall cause End-Users to comply with this Schedule and shall be fully responsible for their acts and omissions;
- (b) you will ensure that End-Users remain at all times familiar with the requirements of the applicable Third Party Provider and will have read and understood any specific additional compliance information in relation to access to and use of MD that we may provide to you from time to time;
- (c) the maximum number of End-Users authorised to access and use MD shall not exceed the number of End-User subscriptions you have purchased from time to time;
- (d) you will ensure that unless otherwise agreed by us in writing, no User Code is used by more than one individual on a more than one computer terminal or other physical device or automated service and that no User Code can simultaneously log-on with multiple instances or to multiple devices;
- (e) each End-User shall keep User Code strictly confidential;
- (f) you will maintain a written, up to date list of current End-Users and provide such list to us immediately upon request;
- (g) you will ensure that End-Users provide us with any and all information and assistance necessary for us to comply with Applicable Regulation or to respond satisfactorily to any query or request from the applicable Third Party Provider in relation to your and End-Users' access to or use of MD; and
- (h) you have the ability to immediately disable the electronic capabilities of any End-User or all access to MD and upon our request, you agree to immediately disable such capabilities or access.

## 6. FEES

6.1. You (and/or where applicable, your underlying customer(s)) shall pay us for MD at the rates and for the periods set out in a Service Order Form and a Fee Schedule.

You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that we and/or the Third Party Provider may modify any applicable charges and fees at any time upon written notice to you.

6.2. You shall obtain and be responsible for the expenses, installation and maintenance of all necessary equipment, software, telecommunications and other services for you (or where applicable, your underlying customer(s)) to access and use MD and to fulfil your (or where applicable, your underlying customer's or customers') obligations under or pursuant to this Schedule.

6.3. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that you may require additional licences and consents, and may be required to pay fees imposed by Third Party Provider(s) in relation to the use of MD. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that you will be responsible for making all payments as may be required to Third Party Provider(s), unless we expressly agree in writing to make such payments on your behalf.

## **7. LIMITATION OF LIABILITY**

7.1. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) acknowledge that you assume sole responsibility for results obtained from the use of MD, for conclusions drawn from and any outcomes of such use.

7.2. All warranties, representations, guarantees, conditions, covenants and all other terms of any kind whatsoever, whether express or implied (in law or in fact), oral or written, under statute or common law or from a course of dealing or usage of trade, that MD and/or the information obtained with MD will fit particular purposes or meet specific

requirements or any merchantability, quality, accuracy, fitness for a particular purpose, title, non-infringement, timeliness, availability, latency, capacity, currency, absence of viruses or damaging or disabling code, any warranties or representations that MD or access to any portion of it will be uninterrupted or error-free or that defects therein will be correctable or corrected, are, to the fullest extent permitted by Applicable Regulation, excluded from this Schedule. MD is provided to you (or where applicable, your underlying customer(s)) under this Schedule on 'as is' basis.

7.3. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that we will provide MD and access to MD using a number of systems and networks, including the Internet, to carry data. Data transmission on any electronic system or network may be subject to delay, interruption, interference, blackout, failure, malfunction and interception and you (including, where applicable, your underlying customer(s) for whom you are acting as agent) acknowledge that provision, access or use of MD may be subject to interruptions, suspensions, limitations, delays and other problems inherent in the use of such facilities. MD is being provided with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort regarding MD is with you (or where applicable, your underlying customer(s)) and you (including, where applicable, your underlying customer(s) for whom you are acting as agent) agree that neither we nor any Third Party Provider will be responsible for any unavailability, interruptions, delays, incompleteness, inaccuracies, delivery failures, or any Loss (as defined in the General Terms) resulting from any malfunction, delay, defect, error, fault, interruption, omission, mistake, inaccuracy, use or failure to use MD.

7.4. You (including, where applicable, your underlying customer(s) for whom you

are acting as agent) acknowledge that MD may enable or assist you (or where applicable, your underlying customer(s)) to access the content of third parties and that you (or where applicable, your underlying customer(s)) do so solely at your (or where applicable, your underlying customer's or customers') own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such third-party content. We do not endorse or approve any third-party content made available with MD. You (including, where applicable, your underlying customer(s) for whom you are acting as agent) further acknowledge that any information in MD is not produced by us or by persons which are our affiliates. If MD includes any investment research or recommendations, we do not substantially alter any such recommendations (if any) within any investment research produced with MD.

#### **8. AUDIT**

8.1. From time to time, we may demand that you should provide (i) records relating to usage of MD (ii) reports and payments relating to the MD, and (iii) any other information required by Third Party provider to be reviewed by our and Third Party Provider personnel and/or auditors of our and/or Third Party Provider's choice. For avoidance of doubt, any such personnel or auditors shall not access, examine, observe, review or in any way gain disclosure to any your information, which is protected under applicable secrecy regulations. The audit shall be scheduled upon reasonable notice to you, during normal business hours, and conducted in locations where, as applicable, your records are kept and where you use the MD. We will make reasonable efforts to provide at least two (2) weeks advance written notice of the audit. You shall promptly provide information or materials in response to any request for information relating to the MD. You shall make available for examination all records, reports, payments, and supporting

documentation, and any other information, which is necessary in the judgment of the audit personnel to reach a conclusion as to the accuracy and completeness of compliance with this Schedule and other requirements, set forth in the Service Order Form, Terms of Business and Terms of Third Party Provider.

#### **9. TERMINATION AND CANCELLATION**

9.1. You can terminate MD distribution by sending us a signed Cancellation Form indicating any MD to be cancelled. Termination will take effect on the second day after our receiving of the signed Cancellation Form from you or on the termination date whichever is later for Display MD. Termination of Non-Display MD distribution shall be agreed by the parties additionally.