



Cboe Europe Market Data Policy

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1 Scope

Under the terms of the Cboe Global Markets Global Data Agreement (“Data Agreement”) firms receiving Cboe UK and Cboe NL Market Data must adhere to the Cboe Europe Market Data Policy (the “Data Policy”). This Data Policy supplements and clarifies the Data Agreement and covers the receipt, use, pricing, reporting and distribution of Cboe UK and Cboe NL Market Data (“Data”). The terms of the Data Agreement will govern in the event of any conflict with the terms of this Data Policy.

This Data Policy does not cover other exchanges/platforms operated by Cboe Global Markets, Inc.

Unless otherwise stated, this Data Policy applies to the following:

- the equities market data offering by Cboe UK and Cboe NL (collectively “Cboe Europe Equities”);
- the derivatives market data offering by Cboe NL (“Cboe Europe Derivatives”)

Cboe Data products are licensed based on the level of granularity and content of the dataset. The below table provides additional details about the available products.

Product	Description
Cboe Europe Equities	
Level 1 / Top	Top of book quotations (best bids and offers), volumes and last traded prices from both Cboe UK and NL
Level 2 / Depth	Full depth of book quotations (all bids and offers), volumes and last traded prices from both Cboe UK and NL
Last Sale	Post trade feed containing last traded prices from both Cboe UK and NL, including Exchange Trade Reports (ETRs) and BXTR data
BXTR	Data reported to Cboe’s BXTR suite of off-exchange trade reporting services. Includes: • Off-Exchange (OTC) trades in accordance with the MiFID II Approved Publication Arrangement (APA) regime • Third party MTF Trades • Pre-trade transparency Systematic Internaliser (SI) quotes in accordance with the MiFID II SI regime¹
Cboe Europe Derivatives (CEDX)	
Level 2 / Depth	Depth of book quotations (all bids and offers), volumes and traded prices from CEDX

For information regarding Cboe Europe Equity Benchmark Indices please see the [Index Data Policy](#) document.

This Data Policy forms part of, and should be read in conjunction with:

¹ SI quotes are included in the BXTR Data packages. For any restrictions on the usage of the SI quotes, please refer to section 7 of this Policy.

- (i) the Cboe Market Data Price List(s) for Cboe Europe Equities and/or Cboe Europe Derivatives, which is comprised of the standard Data price list(s) and the Disaggregated Price List(s) as defined in Section 2.7 (together the “Data Price List”) and
- (ii) the Cboe Global Markets Global Data Agreement (“Data Agreement”) in place with Cboe;

This Data Policy may be amended by Cboe from time to time, in accordance with the provisions of the Data Agreement.

The Data Policy, Data Agreement, and the Data Price List are available on the Cboe website under European Equities, at the following link: http://markets.cboe.com/market_data_services/document_library/

Data Recipients may retain and store the Data, in any medium including, but not limited to, electronic storage, for record keeping purposes as required by law and/or regulation, incurring no additional Fee.

If there are any questions regarding the interpretation of this Data Policy, please contact your Cboe account manager or email MarketData@cboe.com as appropriate.

2 Definitions

Unless otherwise defined herein, capitalised terms used in this Data Policy shall have the meaning ascribed to them in the Data Agreement.

In this Data Policy, the following definitions shall apply:

“Access ID” is the unique user access identifier controlling access to the Data, including through own and/or Data Vendors’ display devices;

“APA Data” means the Data provided by Cboe’s Approved Publication Arrangement (APA) venue.

“BXTR” means the Data provided by Cboe’s suite of off-exchange trade reporting services.

“Controlled Data Distributor” means a Data Recipient that (i) provides Data to a Data User (either an Internal Subscriber or an External Subscriber) and (ii) controls the entitlements of and display of Data to such Data User. If the Data User is either an employee or a natural person or an independent contractor of the Controlled Data Distributor or a natural person or an independent contractor of an Affiliate of the Controlled Data Distributor identified on the List of Affiliates (i.e. an Internal Subscriber), such Controlled Data Distributor is considered to be an “Internal Controlled Data Distributor”. If the Data User is not an employee or a natural person or an independent contractor of the Controlled Data Distributor or of an Affiliate thereof identified on the List of Affiliates (i.e., an External Subscriber), such Controlled Data Distributor is considered to be an “External Controlled Data Distributor”.

“Customer Categories” means the categories of Customers identified for the purpose of licensing and charging Fees to the Data Recipient based on the use of Data. Customer Categories are further described within this Policy.

“Data” or “Market Data” means the Cboe Data or any part of it and any other data provided by Cboe or an authorised third party from time to time to Data Recipient for the purposes of the pre-trade and post-trade transparency regime, as set out in Annex I of RTS I and Annex I and Annex II of RTS 2 (MiFIR), and as indicated on the Data Order Form.

“Data Feed Subscriber” means any Data User not affiliated with Data Recipient that (a) receives Data from Data Recipient and (b) for which Data Recipient cannot substantially control Data for the purposes of reporting usage or qualification.

“Customer” means the natural and/or legal person, firm or entity who signs the Data Agreement and is invoiced for the Fees.

“Data User” means any Person that receives Data from Data Recipient, including, without limitation, an Internal Subscriber, External Subscriber or Authorised User.

“Data Vendor” means a person wishing to externally distribute the Data as indicated on a Data Order Form.

“Delayed Data” means Data made available fifteen (15) minutes after publication;

“Display Data” means the Market Data provided or used through the support of a monitor or a screen and that is human readable.

“Display Use” is the viewing of Display Data.

“End Of Day Data” means Data extracts or aggregated Data which is distributed no sooner than 15 minutes after the end of continuous trading in the Cboe order books.

“End User” means an individual that:

- (i) Is a Professional Data User; and
- (ii) is entitled to access the Data for Display Use

“Exchange(s)” means Cboe Europe Equities, Cboe Europe Derivatives, or both as appropriate

“Exempt Uses” are the uses of Data in accordance with section 0 below;

“Extranet Service Provider” means a Person that has entered into a Data Agreement and Transmits Data, via an extranet operated by such Person, to Data Recipients. “Transmit” means to direct Data to one or more Data Recipients without modification of the content, format, or other characteristics of the Data. An Extranet Service Provider is not authorised to use or process Data for any purpose.

“Financial Products” means tradable financial instruments, derived in whole or in part from the Data, such as contracts for differences, spreads, security tokens and structured products, but excluding indices.

“Historical Data” means any archived Data which relates to a period prior to the current trading day.

“Non Display” is the use of the Data for purposes which fall outside of the Display Use definition. The Non Display Fees apply to specific Non Display uses of the Information as described in Section 6 below.

“Non Professional Customer” is a customer who does not meet the definition of a Professional Customer.

“Non Professional Data User” is a Data User of a Non Professional Customer or an individual Data User that is a customer of a Professional Customer that uses the Data in a personal capacity for their own investment activities, and not as a principal, officer, partner, employee, contractor or agent of any business, or on behalf of any other individual or business.

“Professional Customer” means a customer who uses Market Data to carry out a regulated financial service or regulated financial activity or to provide a service for third parties, or who is considered to be a large undertaking, i.e. meeting two of the following size requirements on a company basis: (i) balance sheet total of EUR 20 000 000 (ii) net turnover of EUR 40 000 000 (iii) own funds of EUR 2 000 000.

“Professional Data User” means a Data User of a Professional Customer.

“Real-time Data” means Data delivered with a delay of less than fifteen (15) minutes.

“Service Facilitator” means a Person, other than an Extranet Service Provider, telecommunications provider or Software Provider, that facilitates the receipt, dissemination, or other use of Data on behalf of the Data Recipient in accordance with the terms and conditions of the Agreement.

“Software Vendor” means a Person that provides trading and/or data software to Recipients.

“Uncontrolled Data Distributor” means a Data Recipient that is authorised by Cboe to distribute Data externally to a Data User that is not an Affiliate of Data Recipient where the Data Recipient does not control the entitlements of and display of information to such Data User (i.e., a Data Feed Subscriber).

“Unit of Count” is the unit used to measure the level of use of Market Data to be invoiced to the Data Recipient and that is applied for fee purposes.

“White Label Client” or “WLC” means a legal entity who uses a “White Label Platform” or similar provided by the WLL.

“White Label Licensee” or “WLL” means a Data Recipient who provides a “White Label Platform” solution or similar to WLCs for internal and/or external distribution, as the case may be, of the Data as allowed under the White Label licence.

“White Label Platform” or “WLP” means a platform created and/or hosted by the WLL and through which such WLL distributes, as the case may be, of the Data as allowed under the White Label licence, but which is branded as if it were a WLC platform or co-branded, and any reference to distribution through any such platform shall be deemed to be a reference to distribution by the WLL.

3 Record Retention Requirements

Each Data Recipient must create and maintain for at least 3 years or other timeframes specified in accordance with Regulatory Requirements, whichever is greater, complete and accurate books and records relating to the Data Recipient's performance of its obligations and exercise of its rights under the Data Agreement, including without limitation the receipt, use, display and distribution of Data and the administration of the Data Agreement or equivalent, if applicable.

4 Data Recipient Approval & Notice Requirements

Each Data Recipient that is requesting Data must complete and submit to Cboe the following: (i) Data Agreement, (ii) List of Affiliates (if applicable), (iii) Data Order Form and System Description, (iv) Natural User Netting Request Form (if applicable); and (v) Service Facilitator List (if applicable). The Data Order Form requires firms to identify the Data desired, and the Data access method, and to provide key contact information as well as a description of any system(s) or services(s) that make use of or distribute Data internally or externally to Data Users.

Each completed Data Agreement, List of Affiliates, Data Order Form, Natural User Netting Request Form and Service Facilitator List should be emailed to marketdata@cboe.com for approval.

Any notice by Data Recipient under the Data Agreement must be directed to Cboe at:

Cboe Europe Limited
11 Monument Street
London, EC3R 8AF
Attention: Market Data Services
Email: marketdata@cboe.com
Phone: +44 20 7012 8987

With a required copy to legalEU@cboe.com.

5 Distribution to Affiliates of Data Recipient

Data Recipient's Affiliates are permitted to utilise the Data at no additional Fee, provided that:

- (i) the Data Recipient notifies Cboe that it intends to have its Affiliates covered by the Data Agreement by submitting a List of Affiliates; and
- (ii) the Data use falls within the scope of the licence entered into by the Data Recipient. If a Data Recipient has not entered into a Data Agreement with the right to distribute the Data, the Data Recipient may only provide the Data to an Affiliate for internal use. Such Affiliate shall not onward distribute the Data unless it executes a Data Agreement directly with Cboe and (if applicable) pays the relevant Fees; and
- (iii) The Data Recipient must report all relevant Data Users with access to the Data through an Affiliate and identify those Affiliates on the Natural User Netting Request Form as described in section 8 of this Policy.

6 Market Data Fee Types

This section describes the Fee types shown in the Data Price List.

Fees are derived by classifying Data Recipients into Customer Categories identified based on the respective use of Data. A Data Recipient may fall into more than one Customer Category. By way of example, a Data Recipient may make multiple distinct uses of Data, such as Distributing Data to third parties, while also using the Data internally for Non-Display or Display Use.

Real-time External Distribution Licence Fees

External Distribution Licence Fees are charged on the basis of a single Customer Category for the right to distribute Data as either an External Controlled Data Distributor or an Uncontrolled Data Distributor ("External Distributors"). No distinction is made between directly connected data vendors, sub-vendors or other entities (e.g. banks, brokers) that wish to distribute Data. The Unit of Count is per firm (including any Affiliates listed on the List of Affiliates).

A Data Recipient wishing to distribute Real-time Data (whether as an External Controlled Distributor, Uncontrolled Distributor or both) to one or more Data Users or Data Feed Subscribers that is not an Affiliate of the Data Recipient is liable to pay the applicable Exchange External Distribution Licence Fee as indicated in the Data Price List(s) in consideration for the right to distribute the Real-time Data. The distribution of Data does not need to represent the main activity of the business for the External Distribution Licence Fees to apply. Fees are based on which Data product Data Recipient chooses to distribute, e.g., Level 1 (top of book), Level 2 (depth of book), Last Sale (last traded price) or BXTR Data.

The Distribution Licence Fees are liable to payment through the onward chain of distribution of Data. Therefore, if a Data Recipient receives Data directly from Cboe and distributes the Data to one or more third parties, who in turn wish to onward re-distribute the Data ("Sub-Vendor"), then, in addition to the Licence Fee applicable to the Data Recipient, the Sub-Vendor too is subject to a Distribution Licence Fee.

The External Distribution Licence Fee that applies to Cboe Europe Equities (applicable to Level 1 and Level 2 products) is tiered to allow Data Recipients to select different options, as follows:

- (i) all market segments available on Cboe from time to time ("All Markets"); or
- (ii) one or more subsets of All Markets ("Unitised"), currently as follows:
 - (a) subset one – UK and Ireland (UKI);
 - (b) subset two – France, the Netherlands, Belgium and Portugal (FNBP);
 - (c) subset three – Sweden, Finland, Denmark and Norway (Scandinavia);
 - (d) subset four – Germany and Austria (G&A);
 - (e) subset five – Spain, Italy, Switzerland and Cboe's Regulated Market instruments (SISC);
 - (f) subset six – Poland, Czech Republic and Hungary (Eastern Europe)

The following are non-exhaustive examples of distribution for the purposes of the Data Agreement which attract the External Distribution Licence Fee:

Firms that sell exchange market data via normalised feeds: firms aggregating and normalising the Data to a proprietary format.

Firms that sell exchange market data via raw feeds: firms aggregating Data from Cboe but leaving the Data in its raw source format. For the avoidance of doubt, this includes Extranet Service Providers who redistribute Data from multicast channels.

Market data and/or trading terminal vendors: firms selling software displaying the Data for which they source the content either directly from Cboe or via another External Distributor.

Brokerages, Media websites and trading firms: firms that distribute Data to external end users or other firms.

Uncontrolled Data Distributor Request Process

Uncontrolled Data Distributors (i.e. externally distributing Data via means of a datafeed or API) are responsible for either (i) directing each prospective Data Feed Subscriber to download the required documents from the Website, or (ii) providing a copy of each required document to the prospective Data Feed Subscriber. Required documents include a signed Data Agreement, completed and signed Data Order Form, List of Affiliates (if applicable) and Service Facilitator List (if applicable).

A Data Agreement is required for any Real-time Data Feed Subscriber. External Distributors of Delayed and Historical Data are also required to sign a Data Agreement.

After the required documents have been completed, the prospective Data Feed Subscriber must submit the required documents to Cboe for approval via email to marketdata@cboe.com. Cboe will review the documents and may contact the Data Feed Subscriber directly for additional information. The review of the document includes, but is not limited to, a review of the intended use of the Data and the entitlements.

Upon approval, Cboe will notify both the Data Feed Subscriber and the Uncontrolled Data Distributor via email. Once approved by Cboe, the Uncontrolled Data Distributor is authorised to provide the approved Data to the Data Feed Subscriber. A new Data Feed Subscriber may not receive Data unless and until Cboe has specifically approved the distribution of the requested Data product. Please note that if an Uncontrolled Data Distributor provides Data to an unapproved Data Feed Subscriber or releases any Data prior to Cboe's approval, the Uncontrolled Data Distributor is responsible for paying Cboe any fees and other charges that would have been assessed as payable by such Data Feed Subscriber during the unauthorised time frame had the Data Feed Subscriber and release of Data to such Data Feed Subscriber been approved.

Controlled Data Distributor Request Process

External Controlled Data Distributors wishing to distribute the Data to Data Users do not require prior approval, provided Data Recipient has entered into the Data Agreement and meets the reporting obligations and requirements outlined in this Data Policy.

Controlled Data Distributor Requirements - Data Subscriber Agreement

External Controlled Data Distributors

External Controlled Data Distributors must execute a Data Subscriber Agreement or equivalent with each External Subscriber, whether an individual or a firm (except for Trial Users). Cboe will not execute this agreement or equivalent with an External Controlled Data Distributor's customers.

External Controlled Data Distributors must administer Data Subscriber Agreements to all External Subscribers. If an External Controlled Distributor opts not to administer a Data Subscriber Agreement, then the External Controlled Data Distributor is required to indemnify Cboe in the event of a claim by an External Subscriber or otherwise.

External Controlled Data Distributors have four options to administer the Data Subscriber Agreement or equivalent.

Administration options for the Data Subscriber Agreement	
1. Data Recipient indemnification	Data Recipient administers its own agreement to External Subscribers as an equivalent to the Data Subscriber Agreement. Submission of a sample copy of the Data Recipient's agreement, and any amendments thereto, is required upon request.
2. Incorporation by reference	Data recipient adds specific language referring to the Subscriber Agreement into Data Recipient's own agreement with the External Subscriber. Submission of a sample copy of the Data Recipient's agreement, and any amendments thereto, is required upon request.
3. Online click-through Data Subscriber Agreement	Data Recipient offers the agreement via the internet. Submission of a sample copy of the Data Recipient's agreement, and any amendments thereto, is required upon request.
4. Hard copy Data Subscriber Agreement	Data Recipient provides External Subscriber with a paper copy of the Data Subscriber Agreement. Data Recipient retains executed originals, but does <u>not</u> submit the agreement to Cboe.

Internal Controlled Data Distributors

Internal Controlled Data Distributors may provide Data to employees or natural persons or independent contractors of the Internal Controlled Data Distributor or any Affiliate thereof (i.e., Internal Subscribers) identified on a List of Affiliates submitted by the Internal Controlled Data Distributor to Cboe.

Internal Controlled Data Distributors are not required to execute a Data Subscriber Agreement or equivalent with Internal Subscribers. Only a Data Agreement, List of Affiliates (if applicable), and Data Order Form completed by the Internal Controlled Data Distributor is required to be submitted to Cboe.

Delayed, Historical and End-of-Day External Distribution Licence Fees

A Data Recipient wishing to externally distribute Delayed or Historical Data to one or more third parties is liable to pay the applicable Delayed/Historical Distribution Licence Fee as indicated in the Data Price List(s) if the Data Recipient meets either of the following criteria:

- (i) Data Recipient externally distributes Delayed and/or Historical Data and charges a fee, including a general fee for accessing its services; or
- (ii) Data Recipient creates a value-added service from the Delayed and/or Historical Data, including but not limited to, creation of historical data series, index creation or combining it with other information and offering it as a product to third parties for a fee.

Data Recipients who distribute Delayed and/or Historical Data but do not charge a fee for access to that Data are exempt from the Delayed Distribution Licence Fee. For example, a

firm that publishes Delayed and/or Historical Data on their website and does not charge for that access. In such cases where no licence fee is applicable, Data Recipient is still required to sign a Data Agreement.

Internal use of Delayed and Historical Data, including but not limited to portfolio valuation, pre and post trade analyses, risk management and research is not subject to Fees and does not require a Data Agreement to be executed.

A Delayed or Historical Data Licence is not applicable if a Real-time Data Licence is held. Data Recipients and their Affiliates are responsible for ensuring that, if they hold a Delayed Data licence, then the Data received is used or distributed as Delayed Data.

End of Day Data (for example, daily open-high-low-close) Distribution is not subject to Fees or a Data Agreement.

Internal Distribution Licence Fees

Data Feed Subscribers wishing to receive Real-time Data to distribute to Internal Subscribers are required to sign a Data Agreement with Cboe prior to such authorisation being granted. Data Recipient will be required to hold at a minimum an Internal Distribution Licence. For the avoidance of doubt, if Data Recipient has an external Distribution Licence or a Non-Display Licence for the Data being delivered, there will be no additional Fees. For example, if a firm receives a real-time data feed but does not require a Non Display licence under this Policy, the Internal Distribution Licence Fee will apply.

White Label Licence Fees

A White Label Licence is required if a Data Recipient (White Label Licensee) provides a White Label Platform or similar solution to a White Label Client for External Controlled Data distribution and/or internal use of the Data provided the entitlements and access are controlled by the White Label Licensee.

The WLC may use the Data in a Display Use manner within the WLC's trading platforms, apps and websites, either hosted by the WLC or a Service Facilitator. The WLC shall not use the Data for Non Display, distribution to Data Feed Subscribers or for the creation of Financial Products.

Display Fees

Display Data Fees are charged on the basis of one of two Customer Categories. Display Fees only apply to Professional Data Users.

The Display Use of Real-time Data by End Users is liable to Fees. The Unit of Count and two price models for the Display Use of Real-time Data by End Users are the following:

- (i) The Direct Model, for which a per natural end user fee applies ("Per End User Fee"); and
- (ii) The Vendor Model, for which a per access fee applies ("Per Access Fee").

Data Recipients on the Direct Model must execute a Data Agreement with Cboe.

The Display Use of Real-time Data by Non Professional Data Users is not subject to Display Fees. This fee exemption does not apply where Non Professional Data Users distribute or allow, directly or indirectly, access to the Real-time Data to Professional Data Users.

For the avoidance of doubt, Display Use of Delayed Data, Historical Data or End Of Day Data by End Users does not attract Display Fees.

Direct Model - Per End User Fee

If the Data Recipient reports its Display Use directly to Cboe ("Direct Model"), the Per End User Fee applies. The Per End User Fee will be directly invoiced to the Data Recipient. Before this arrangement can be entered into, the Data Recipient must satisfy Cboe that it has sufficient inventory controls to accurately count display devices. In the Direct Model, the Data Recipient executes a Data Agreement with Cboe.

In the Direct Model, the Unit of Count applied for Fee purposes is the number of End Users within the Data Recipient's organisation ("Internal End Users") with access to Cboe Real-time Data. This is irrespective of the number of Access IDs, sources or Data Vendors Internal End Users utilise (whether simultaneously or not).

Therefore, if an Internal End User has access to the Real-time Data via different Access IDs, Cboe will charge the Real-time Data access only once for an Internal End User in a given billing period (i.e. Cboe will net the Fees per natural user). Data Recipients must submit a Natural User Netting Request Form and report all necessary information, as required by Cboe, to enable it to reconcile Access IDs to Internal End Users, for Fee netting purposes. If applicable, Cboe will inform the relevant Data Vendors providing Real-time Data to the Data Recipient that the Per Access Fee (see section 2.3.2) does not apply to such Data Recipient.

Vendor Model - Per Access Fee

If an End User utilises a third party's product displaying the Real-time Data and the content is supplied by such (or another) Data Vendor ("Vendor Model"), the Per Access Fee applies. The Per Access Fee is collected by the External Controlled Data Distributor (e.g. Data Vendor) providing access to the Data to the End User and remitted to Cboe. In the Vendor Model, the Data Vendor executes a Data Agreement with Cboe.

In the Vendor Model, the Unit of Count is by way of Access ID. This means that if the Real-time Data is used by the same End User through different Access IDs, the Per Access Fee applies to each Access ID. Cboe will inform the Data Vendor if a Data Recipient or End User is on the Direct Model wishing to net their Display Use Fees. In such circumstances, the Data Vendor is still required to report the Controlled End Users but Cboe will not pass through the per Access Fee to the Data Vendor in respect of that client.

Reporting obligations for both the Direct Model and Vendor Model are detailed in section 8 of this Data Policy.

Non Display Fees

Non-Display Licence Fees are charged on the basis of a single Customer Category for the right to use Non-Display Data.

The Non Display Fee is applicable whenever the Real-time Data is used in a Non Display manner, within one or more of the following contexts (whether or not the Data Recipient creates Derived Works with the Data):

- (i) application of smart order routing logic to the Data Recipient's own orders or provision of smart order routing products/services to Professional Data Users/Customers;
- (ii) provision of automated/algorithmic trading services to Professional Data Users/Customers;

- (iii) trading in a principal capacity via an in house algorithmic/automated trading capability;
- (iv) operation of reference price systems for the purposes of trading activity or order matching;
- (v) use of Data within other automated applications for the purposes of risk management, portfolio management and fund administration; or
- (vi) Operation of trading platforms, including but not restricted to: Multilateral Trading Facilities or Systematic Internalisers.

The Non Display Fee is a flat monthly Fee regardless of whether the Non Display Use is in one or more of the contexts described above.

The Non Display Fee requires the Data Recipient to execute a Data Agreement with Cboe, regardless of the manner of receiving the Data (direct from Cboe or via a Data Vendor).

For guidance as to whether a specific use falls under the Non Display Fee, Data Recipients should contact their account manager at Cboe.

For Cboe Europe Equities, the Non Display Fee is structured so as to allow Data Recipients to select one or more market segments, as defined in the relevant Cboe Equities Participant Manual ("Segment") available on the Cboe website from time to time, with a fee cap as set out in the Data Price List. For Data Recipients who are not at the fee cap (currently 10 Segments), the Segments used for Non-Display is the Unit of Count. For example, if Data Recipient uses Data from the UK, German and French Segments then the Unit of Count is three (3). The per market segment fee is shown on the Price List. BXTR Data is not structured by segments and instead is a flat monthly fee.

Creation of Financial Products

Financial Product Licence Fees are charged on the basis of the product being created, which are each set out in their own respective Customer Category with the exception of contracts for difference (CFDs) and spread bets that are viewed as a single Customer Category.

Data Recipients wishing to license the Data for the creation of Financial Products, including but not limited to, CFDs, spread bets and structured products, shall execute the Data Agreement with Cboe. For the creation of any other products, Data Recipients should contact Cboe.

The Financial Product Licence permits the Data Recipient to distribute the Financial Products to Data Recipient's end users. Furthermore, Data Recipient may distribute the Financial Products to non-affiliated firms via controlled White Label Platforms for Display Use or API Clients (i.e. via a data feed or API) subject to the additional Fees shown on the Data Price List(s) and conditions herein.

Financial Product White Labels

Data Recipients may offer their Financial Products to White Label Clients via White Label Platforms. Data Recipient shall pay the White Label Fee noted on the Data Price List in respect of each White Label Client. If the White Label Client holds an equivalent direct licence with Cboe governing use of Data in Financial Products, the White Label Fee will not be charged to Data Recipient.

Financial Product API program

Data Recipients may offer their Financial Products via an uncontrolled distribution method, such as an API or data feed, to third party entities ("API Clients") who have entered into an agreement with Data Recipient for the purpose of receiving the Financial Products for use in a platform not offered by Data Recipient (i.e., not a White Label Platform). Data Recipient shall pay the Financial Product API Fee noted on the Price List(s) in respect of each API Client. If an API Client holds an equivalent direct licence with Cboe governing the use of Data in Financial Products, the API Client Fee will not be charged to Data Recipient. Data Recipient will be required to request pre-approval by emailing marketdata@cboe.com prior to enabling each API Client with access to the Financial Product / Data.

- Prior to authorisation and during the term of the service, Data Recipient must meet the following requirements:
- Data Recipient must describe in the Order Form, and at the discretion of Cboe, demonstrate each distribution and entitlement system that will control the distribution of the Financial Product / Data to API Clients.
- Data Recipient must contractually restrict usage of the Financial Product / Data by the API Client, and if applicable, the Service Provider(s), to Display Usage to the API Client's end users only (i.e. no further distribution to other entities by the API Client).
- Data Recipient assumes liability for any unauthorised use of the Financial Product / Data by the API Client (such as further Distribution, or use of Data in Non-Display applications).
- Data Recipient will be responsible for the payment of Fees (if applicable) for the API Client under the service.
- Data Recipient is not permitted to distribute Financial Product / Data via API to individual end users (i.e. not an entity).
- Data Recipients shall report to Cboe all White Label Clients and API Clients on a monthly basis in arrears by emailing marketdata@cboe.com by the 15th day of the following month (e.g., by 15th April for March).

Supplementary Financial Product Usage

If a Data Recipient distributes both Financial Products and Data (as may be the case if Data Recipient offers both CFD and cash equity trading), both the External Distribution Licence and Financial Product Licence shall apply.

Data Recipients who are subject to the Financial Product Licence may use the Data for limited Non-Display use when in support of their Financial Product business. By way of example, a Data Recipient may use the Data for the internal risk management of its CFD business without incurring the Non-Display Fees.

7 Creation of Indices and other Licence Fees

Creation of Indices

Clients wishing to license the Data for the creation of Indices, in whole or in part, require an Index Creation licence. The licence is to be held by the IP owner of the indices. Interested clients should contact Cboe.

Venue Transparency Licence (Equities only)

Data Recipients that operate trading venues (including, but not limited to, regulated markets and MTFs) and use the Data to consolidate an equity price feed (such as an unattributed EBBO or volume weighted BBO feed) for commercial use, such as External Distribution (including for pre-trade transparency purposes) and/or resale of the data are subject to the Venue Transparency Licence Fees as set out in the Data Price List.

In addition, Data Recipients falling under this category will report to marketdata@cboe.com on a monthly basis a full list of firms that receive the price feed containing Cboe Data and pay the per datafeed client fee set out in the Data Price List subject to whether the firm makes internal or external use of the data. If a firm receiving the price feed containing Cboe Data has an existing and equivalent licence with Cboe for the use of Cboe Data, the client fee will not apply but will still be required to be reported. For the avoidance of doubt, the Internal Use fee will be waived for firms that hold either an Internal Distribution or Non-Display licence directly with Cboe. The External Distribution fee will be waived for firms that hold at least a Level 1 External Distribution Licence with Cboe.

Digital Media

Data Recipients may distribute level 1 Data to an unlimited number of Data Users for viewing via television, websites and mobile devices for informational and non-trading purposes only where such channel is Non-Professional Data User focused. Such Data Recipients will be required to pay for a Digital Media Licence but will not be required to pay Display Fees or report Data Users. The categorisation of a digital media client will be at Cboe's sole discretion. No Level 2 Data is permitted on open Digital Media channels.

Derived Data – APA

The use of Cboe Europe Equities APA post trade data attracts a fee when it is used to create Derived Works for external distribution to customers. The relevant Fee is set out in the Data Price List.

Historical Data

Firms may purchase Historical Data directly from Cboe via the Cboe Data Shop. Fees for such purchases can be found at the following website and will depend on the amount of data requested: <https://datashop.cboe.com/>. External distribution of Historical Data is subject to a Delayed Distribution Licence as described in section 6 of this Policy.

Use of Systematic Internaliser (SI) Quotes

Under MiFIR Systematic Internalisers (SI) are subject to the obligation to make public firm quotes, subject to certain conditions. Cboe offers an SI quoting service to assist firms in fulfilling this obligation. The published pre-trade quotes by an SI are included in the BXTR data product.

External Distributors may provide this data to Data Subscribers and Data Users for limited internal use only.

MiFID II Data Disaggregation

As required by MiFID II, Cboe has implemented a disaggregated pricing model for its Data available and illustrated on the Cboe Website ("Disaggregated Price List").

Evidence of adequate controls (technical or otherwise) in use by the Data Recipient may be requested by Cboe in order to prevent data usage outside of the selected scope of the Disaggregated Pricing entered into.

The following principles apply to Data Recipients wishing to utilise Cboe' disaggregated pricing:

- (i) The Data Agreement is executed between the Data Recipient and Cboe, regardless of the manner of receiving the Data (direct from Cboe or via a Data Vendor).
- (ii) For the Disaggregated Price List to apply the Data Recipient must inform Cboe of its intention, failing which the standard price list will apply. New Data Recipients can select this option when executing the Data Agreement. Existing Data Recipients must inform Cboe by the end of November of each year, effective for the commencement of the next calendar year.
- (iii) If the Data Recipient selects the Disaggregated Pricing List, it must inform Cboe as to the appropriate Fee Type. The standard price list will apply to the Fee Types not specifically selected.
- (iv) For Display Data, the Disaggregated Pricing is applied to the Vendor Model only.
- (v) The Data Recipient may switch between the standard price list and the Disaggregated Price list with effect upon renewal of the relevant term of the Data Agreement.

8 Reporting Obligations and Audits

Uncontrolled Data Distributor Reporting

Cboe requires all Uncontrolled Data Distributors of Data to submit reports providing firm and Data details (as described below) for each Data Feed Subscriber receiving the Data. Each such report must include the following:

- Each Data Feed Subscriber's name, contact information and billing address
- Address at which each Data Feed Subscriber receives the Data
- Cboe Affiliate (Cboe Europe Equities, Cboe Europe Derivatives etc.) or the applicable product name if the Data is an aggregated of Cboe Affiliates or Systems) and type of Data subscribed to by each Data Feed Subscriber (e.g. Level 1, Level 2, Last Sale)
- The earliest date upon which each Data Feed Subscriber received or will receive such Data from the Uncontrolled Data Distributor (installation date)
- The last date upon which each Data Feed Subscriber received or will receive such Data from the Uncontrolled Data Distributor (termination date)

Reports for Data Feed Subscribers of Real-time and Delayed Data must be submitted on a monthly basis. Uncontrolled Data Distributors may report to Cboe by submitting the information to marketdata@cboe.com. Monthly reporting for the prior month's activity is due on the 15th of the current month (I.e. August 15th is the due date for July reporting)

Controlled Data Distributor and Data Recipient Reporting

Distributors and Data Recipients are required to report the number of Data Users and Non-Display Segments (if applicable) based on the requirements for the specific data product. Reporting requirements are for Real-time Data distribution unless otherwise noted.

Product	External Display Usage Reporting Requirement	Internal Display Usage Reporting Requirement	Delayed, end-of-Day, Historical External Display Usage Reporting Requirement	Non-Display Usage Reporting Requirement	White Label and API Client Reporting Requirement
Cboe Europe Equities Level 1	Monthly reporting required (arrears)	Quarterly reporting required (advance)	No reporting required	Firm-level reporting of Segments required	Monthly reporting required (arrears)
Cboe Europe Equities Level 2	Monthly reporting required (arrears)	Quarterly reporting required (advance)	No reporting required	Firm-level reporting of Segments required	Monthly reporting required (arrears)
Cboe Europe Last Sale	Monthly reporting required (arrears)	Quarterly reporting required (advance)	No reporting required	Firm-level reporting of Segments required	Monthly reporting required (arrears)
Cboe Europe BXTR	Monthly reporting required (arrears)	Quarterly reporting required (advance)	No reporting required	Firm-level reporting of Segments required	Monthly reporting required (arrears)
Cboe Europe Derivatives Level 2	Monthly reporting required (arrears)	Quarterly reporting required (advance)	No reporting required	No reporting required	Monthly reporting required (arrears)

Unless otherwise provided by Cboe or indicated in this section of the Data Policy, Data Recipient shall use reasonable efforts to provide such reporting within 15 days of the end of the applicable reporting period. Failure to report within 60 days of the end of the applicable reporting period may result in suspension or termination of provision of Data to Data Recipient.

Controlled Data Distributors are required to report both Professional and Non-Professional Data Users' irrespective of whether or not a fee applies for the Data.

If a product shown above requires no reporting, Controlled Distributors do not have to report the Data Users receiving the controlled data for Display or Non Display Use.

External Display Use Reporting (Vendor Model)

For products that require External Display Usage reporting, Controlled Data Distributors must count every Professional Data User and Non Professional Data User to which they provide Data. Thus, the Controlled Data Distributor's count will cover every Data User that accesses the Data, regardless of the purpose for which the Data User uses the Data. Controlled Data Distributors must report all Users in accordance with the following:

- In connection with a Controlled Data Distributor's distribution of Data, the Controlled Data Distributor should count as one Data User each unique Data User that the Controlled Data Distributor has entitled to have access to the Data.
- The Controlled Data Distributor should identify and report each unique Data User. If a Data User uses the same unique method to gain access to the Data, the Controlled Data Distributor should count that as one Data User. However, if a unique Data User uses multiple methods to gain access to the Data (e.g. a single Data User has Access IDs), the Controlled Data Distributor should report all of those methods as one Data User.
- If a Controlled Data Distributor entitles one or more individuals to use the same device, the Controlled Data Distributor should include only the individuals in the count.

Controlled Data Distributor's reports for external Data Users of Real-time Data must be submitted on a monthly basis via email to marketdata@cboe.com. Monthly reporting for the prior month's activity is due on the 15th of the current month (i.e. August 15th is the due date for July reporting).

In the event a Controlled Data Distributor inaccurately over reports Data Users, Cboe will provide a credit to the External Controlled Data Distributor in an amount not to exceed three (3) calendar months of Fees paid by the Controlled Data Distributor. Notwithstanding the foregoing, if the Controlled Data Distributor inaccurately under reports Data Users, the Controlled Data Distributor shall promptly update its reports and pay Cboe in full for all unpaid Fees due.

Internal Display Use Reporting (Direct Model)

For products that require Internal Display Usage reporting, Data Recipients must submit usage reports of real-time Data on a quarterly basis using the [Data Recipient Declaration Tool](#) located on the [European Customer Portal](#).

Unless Cboe otherwise notifies Data Recipient in writing, reporting is due on a quarterly basis and should reflect the number of Internal End Users on the reference date allocated by Cboe with the Internal End User quantities carried forward until the next quarterly declaration. Cboe reserves the right to modify the frequency of reporting at any time on thirty (30) days' advance notice to Data Recipient; provided, however, that reporting shall be required no more than monthly. Invoices will be generated monthly in arrears.

In the event the Data Recipient inaccurately over reports its Data usage, Cboe will provide a credit to the Data Recipient in an amount not to exceed three (3) calendar months of Fees paid by the Data Recipient. Notwithstanding the foregoing, if the Data Recipient inaccurately under reports its Data usage, the Data Recipient shall promptly update its reports and pay Cboe in full for all unpaid Fees due.

Natural User Netting Display Use

Data Recipients wishing to net their Internal Display Use can use the Direct Model to report. If the End Users reported are also intended to cover Display Use via a Controlled Data Distributor (e.g. a Vendor terminal product), Data Recipients need to complete the Natural User Netting Request Form and will promptly inform Cboe of all modifications and updates

to the information provided in the form on an ongoing basis to avoid Data Recipient being invoiced both by Cboe and Data Vendor for the same Display Use. The Controlled Data Distributor will continue to report the External Display Usage to Cboe but will mark them as non-billable on the report.

In the unlikely scenario that both Cboe and Data Vendor invoice Data Recipient for Display use, Cboe will only refund any Display Fees paid under the Direct Model if Data Recipient can evidence that they had previously informed Cboe about their relationship with the Data Vendor.

Data Users must have adequate entitlement systems in place to control and record the Access IDs in use, their physical location, the identity of the End Users and be capable of generating historic reports out of such systems. Entitlement systems must also prevent a given Access ID from being used more than once at any given time.

Non Display reporting

There are no Data User, application or device reporting obligations if a Data Recipient is liable to pay the Non Display Fee. However, if the number of Segments used by Data Recipient in a Non Display manner changes, the Data Recipient shall update its declaration at the next opportunity (quarterly) using the [Data Recipient Declaration Tool](#) located on the [European Customer Portal](#). Note that Segment is defined in the Participant Manual and corresponds to the segment where the instrument has its primary listing (i.e. London, Dublin, Frankfurt, Paris etc.). Instrument and Segment mapping can be found in the [reference files](#).

Free Trials

External Controlled Data Distributors may provide Data to Data Users without incurring Display Fees for a period of one (1) month.

If an External Uncontrolled Data Distributor wishes to provide one (1) month trial access to a Data Feed Subscriber, prior written approval from Cboe is required before trial access is enabled. Requests can be emailed to marketdata@cboe.com.

The External Data Distributor will be required to report all trial Controlled Data Users ("Trial Users") and Data Feed Subscribers as part of their monthly reporting obligation.

Exempt Uses

Display Use Fees are waived for the following, provided the use is not also in support of other commercial and/or business functions:

- End Users that are primarily engaged in software development, quality control and system support
- BCP/disaster sites unless provision of BCP/disaster sites is the Data Recipient's primary business, OR where the Data Recipient has switched from their primary site to using its BCP/disaster site
- Trials (as described above) or demonstrations for marketing the Data Recipient's services, provided access to Data is for a maximum of one month per trial and is not available on a recurring basis. Data Recipients providing access to Data on a trial/demonstration basis must implement technical and procedural controls to prevent users receiving free trials/demonstrations more than once
- End Users that only display limited and immaterial amounts of Data at conferences or seminars (E.g. the End User includes display of Real-time Data in a seminar presented to clients)

Data Recipients shall record the Access IDs who access the Data for the purposes above. However, these Access IDs shall not be counted for fee purposes but should be flagged appropriately when reporting Data Users. Under the Direct Model, Data Recipients shall report the quantity of End Users that fall under the Exempt Uses policy.

Audits

The purpose of an audit is to confirm that the Data declarations made by the Data Recipient and its Data Users are complete and accurate.

Information which may be required in connection with an audit includes: details on the market data function and infrastructure of the Data Recipient and its Data Users, such as the platforms and applications using the Data and the entitlement system; the controls and procedures in place governing the release of the Data; enablement reports and usage declarations by the Data Recipient and its Data Users; and a list of Data Users which the Data Recipient and its Data Users have considered to be non-chargeable and of Service Providers, including service facilitators.

The above list is non-exhaustive. During the course of an audit, other specific issues may arise that require additional information to be provided by the Data Recipient and its Data Users.

Where an audit reveals that the Data Recipient and/or its Data Users have declared materially inaccurate information with regard to the use of Data, Data Recipient shall be liable, in addition to any monies payable by the Data Recipient in connection with the use of the Data as provided for in the Agreement, for all costs and expenses incurred by Cboe in carrying out the audit (including external advisors and interest accruing from the date the Data should have been reported to Cboe at the rate set forth in the Data Agreement).

For more information, please refer to the Cboe Market Data Audit Policy available on the Website.

Display Attribution Requirements

Each Data Recipient must clearly identify Cboe as the source of any Data through use of the system name, or of the applicable Cboe Affiliate on applicable displays of Data. Distributors of Data to Data Users must provide a prominent attribution message on all displays, including terminals, apps, wall boards, tickers and mobile devices. In the case of a ticker, the attribution message should be interspersed with the Data at least every 90 seconds.

Product / Data Source	Required Attribution Message
Cboe Europe Equities Level 1	"Cboe Europe Real-time Data" or "Cboe CXE Real-time Data" or "Cboe BXE Real-time Data" or "Cboe DXE Real-time Data" or "Cboe Real-time Data" "Quote" and "Last Sale" may also be used in place of "Data".
Cboe Europe Equities Level 2	"Cboe Europe Real-time Data" or "Cboe CXE Real-time Data" or "Cboe BXE Real-time Data" or "Cboe DXE Real-time Data"

	"Quote" and "Last Sale" may also be used in place of "Data".
Cboe Europe Last Sale	"Cboe Europe Last Sale Real-time Data" or "Cboe CXE Last Sale Real-time Data" or "Cboe BXE Last Sale Real-time Data" or "Cboe DXE Last Sale Real-time Data"
Cboe Europe BXTR	"Cboe BXTR Real-time Data" or "Cboe BXTR Last Sale" or "Cboe APA"
Cboe Europe Derivatives Level 2	"Cboe Europe Derivatives Real-time Data" or "Cboe CEDX Real-time Data" "Quote" and "Last Sale" may also be used in place of "Data".

For Controlled Data Distributors providing Delayed, End-of-Day or Historical Data, Cboe requires that an appropriate delay message be provided to Data Users for all displays of Data. The delay message must prominently appear on all displays containing delayed Data, such as at or near the top of the page. In addition, the delay notice must unambiguously describe the duration of the delay of the Data. Examples of appropriate delay messages are as follows; "Data Delayed 15 minutes", "Data Delayed 24 hours", "Delayed Data", "Del-15" and "Data Delayed until Midnight GMT".

Marketing Materials

Each Data Recipient may use Cboe's corporate name, the names of Cboe's data products, and the trademarks set forth in the Brand Standards Manual (available through request by contacting Market Data Services at marketdata@cboe.com) in any marketing, publicity or advertising materials related to the business of the Data Recipient, provided that such use is solely for purposes of exercising Data Recipient's rights under the Data Agreement and is in compliance with the guidelines set forth in the Brand Standards Manual.

9 Service Providers

A Data Recipient may delegate any of its responsibilities, obligations, or duties under or in connection with the Agreement to a Service Provider or Service Facilitator, which may discharge those responsibilities, obligations, or duties on behalf of the Data Recipient in accordance with the Agreement; provided, however, that the Data Recipient shall be and will remain responsible for compliance by such Service Providers with all applicable terms and conditions of the Agreement and all other acts and omissions thereby in connection with the receipt, use and distribution of the Data in Data Recipient's service, provided that Data Recipient has a legally valid and enforceable contract with such Service Provider, prior to distributing any Data to any Service Provider, that: (a) includes all limitations on the Service Provider's right to use and redistribute Data; and (b) protects Cboe to the same extent as if the Service Provider had signed an Agreement with Cboe directly. Service Providers may support one or more functions for the Data Recipient including, but not limited to, website operation, software development, facilities and equipment operation, and service installation. The Data Recipient must, through a legally enforceable written agreement with each Service Provider:

- (i) Ensure Cboe is protected to the same extent as if the Service Provider were a party to the Agreement, including without limitation by permitting Cboe to audit the Service Provider on the same terms as Cboe is permitted to audit the Data Recipient under the Agreement
- (ii) Ensure no terms of such agreement conflict with the terms of the Data Agreement.

- (iii) Ensure Data or controlled data distribution of Data to a Data Recipient may occur only after the Data Recipient is authorised by Cboe.
- (iv) Ensure the Data Recipient, and not the Service provider, controls all entitlements of Data to the Data Recipient.

Not more than once per year, during normal business hours and upon at least thirty (30) days written notice, and subject to Data Recipient's written reasonable confidentiality and security policies and procedures to the extent made known by Data Recipient to Cboe or its appointed designee, Cboe may inspect and audit Data Recipient's agreements and controls relating to the distribution and use of Data by a Service Provider on behalf of Data Recipient.

Notwithstanding the foregoing, the Service Provider must sign an Agreement and must fulfil all requirements of Cboe if the Service Provider receives Data directly from Cboe. Finally, if the Data Recipient uses any Service Providers, the Data Recipient must provide a list of all Service Providers to Cboe on the Data Order Form or on a Service Provider List.

Cboe reserves the right to refuse to grant approval if the criteria is not satisfactorily met.

The following are non-exhaustive examples of use of the Data that are treated as an activity by Service Providers. This activity does not attract a Distribution Licence Fee;

Telecommunication providers, extranet service providers: firms that operate managed networks and/or provide point-to-point telecommunications services. These firms are not considered Data Vendors unless the Data is fed through multicast by such firms, or the information is received from Cboe via a TCP/IP connection with the intention of redistributing the data to more than one Data Recipient or Data Client, in which case a Connectivity, Service Bureaus and Other Access Services agreement, and a Data Agreement must be executed and a distribution Fee will be applied.

Software vendors: firms that provide trading and/or data software to Data Recipients. Where a software vendor also bundles its service with managed services (i.e. hosting and managing the software and hardware in their own data-centres) to clients, they will not be classed as Data Vendors if they can demonstrate, to Cboe's satisfaction, that:

- (i) the Data is distributed to Data Recipients only
- (ii) the technical control of Data permissioning is ultimately exercised and retained by the Data Recipient; and
- (iii) the software vendor is named as a Service Provider in the Data Agreement between Cboe and the Data Recipient.

Disclaimer

Cboe Europe Limited is a Recognised Investment Exchange regulated by the Financial Conduct Authority and is a company registered in England and Wales with Company Number 6547680 and registered office at The Monument Building, 11 Monument Street, London EC3R 8AF. Cboe Europe B.V. is a Regulated Market supervised by the Netherlands Authority for the Financial Markets, and is a company registered in the Netherlands with registered company number 72273968 and registered office is located at Symphony Offices, Gustav Mahlerlaan 77, 1082 MS Amsterdam, The Netherlands. Cboe Europe Limited and Cboe Europe B.V. are wholly-owned subsidiaries of Cboe Global Markets, Inc. This material has been established for information purposes only. None of the information concerning the services or products described in this document constitutes advice or a recommendation of any product or service. To the extent that the information provided in this document constitutes a financial promotion as defined by relevant legislation, it is only directed at persons who qualify as a Professional Client or Eligible Counterparty. Persons who do not qualify should not act on or rely upon it.