



## API TERMS OF SERVICE

*Last updated: May 17, 2023*

This Agreement is between you, the client, and us, tastytrade, Inc., with offices at 1330 W Fulton Market, Suite 600, Chicago, IL, 60607. In this Agreement we may refer to ourselves as “we”, “us”, “our”, “ours” or “ourselves” or “TASTYTRADE”, as appropriate. Similarly, you, the client, may be referred to as “you”, “your”, “yours” or “yourself”, or the “Client,” as appropriate. By accessing or using our APIs and other developer services (collectively, “APIs”), you are agreeing to these terms of service. If you use the APIs as an interface to, or in conjunction with other TASTYTRADE, INC. products or services, then the terms for those other products or services also apply.

In consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. INTRODUCTION

We may grant you the ability to enter into Transactions and deal with us via a connection to the APIs (the “API Connection”). We may grant you the right to receive Data from us via the API Connection. You agree that you shall only be allowed to use Data and the API Connection for the Permitted Purpose.

You have an account with us that allows you to enter into Transactions which are subject to the Customer Agreement. The Customer Agreement sets out (a) the basis upon which we will enter into Transactions with you and the terms attached to each Transaction that we enter into with you, including any Transactions concluded via the API Connection; and (b) the basis upon which we will provide you with Data. You agree and acknowledge that the Customer Agreement will apply to the arrangements set out in this Agreement to the extent that they are relevant. In the event of any conflict between the terms of this Agreement and the terms of the Customer Agreement, the terms of this Agreement will prevail.

### 2. LICENSE AND TERMS OF USE OF THE API CONNECTION

Where we grant you the ability and right to enter into Transactions, to deal with us or to receive Data through the API Connection, we hereby grant you, for the term of this Agreement, a personal, limited, non-exclusive, revocable (upon notice), non-transferable and non-sublicensable license to use the API Connection solely for the Permitted Purpose pursuant to and in strict accordance with this Agreement (the “License”). The License is subject to the following terms and conditions:

- (1) Any permission to use the API Connection will be at our sole discretion, which may be granted, suspended and/or revoked at any time, with or without notice, and may be subject to any conditions that we may communicate to you from time to time.
- (2) You are only permitted to use the API connection and Data on the basis you are a Client and have a valid customer agreement and brokerage account with relevant certifications with TASTYTRADE, INC. and to the extent you are no longer a Client of TASTYTRADE, INC. or no longer, in our reasonable opinion, hold relevant certifications, your access to the API Connection and Data shall cease immediately or when we determine in our sole and absolute discretion.

- (3) You agree, warrant and represent to us that:
- (a) you have the right, power and authority, and have taken all actions necessary, to execute, deliver and exercise your rights and perform your obligations under this Agreement;
  - (b) you have entered into this Agreement on your own behalf and not on behalf of any other person;
  - (c) your obligations under this Agreement constitute binding obligations which will, when delivered, be enforceable against you in accordance with its terms;
  - (d) the execution and delivery of, and the performance by you of your obligations under, this Agreement will not:
    - i. contravene or conflict with, or result in a breach of, any provision of your certificate or articles of incorporation or formation documents, bylaws, operating agreement or any other governing document or instrument to which you are a party or by which you are bound; or
    - ii. result in a violation or breach of any Applicable Regulations;
  - (e) you will use the API Connection solely for the Permitted Purpose pursuant to this Agreement and not for any other purpose;
  - (f) any application or software that you use in conjunction with the API Connection will be a software or application that is developed and owned by you unless you have notified us of the nature of the software or application and received our prior written approval for its use; and
  - (g) you will not use an API Hub to communicate with us via the API Connection, unless you first ask our permission and unless the API Hub provider enters into a form of agreement with us as is required by us.
- (4) You are responsible for all maintenance and support services in order for you to use the API Connection, including any updates to your applications and software. To the extent we intend to deprecate the APIs or make changes to the APIs we deem necessary, we shall inform you on reasonable notice of such action.
- (5) You will comply and operate your business in compliance with all applicable privacy laws, rules and regulations including those applying to personal data.
- (6) You are responsible for ensuring that your use of the API Connection, your applications and software, and your use of Data provided to you via the API Connection comply at all times with Applicable Regulations and you agree that you will at all times comply with Applicable Regulations in respect of your use of the API Connection and your use of Data provided to you via the API Connection.
- (7) You agree to monitor the use of your applications and software, including as a third party integrator, for any activity that violates Applicable Regulations or any terms and conditions of this Agreement or your Customer Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users

of your applications or software. As between you and us, you are responsible for all acts and omissions of your end users in connection with your applications and software, and their use of the API Connection, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of your applications and software.

- (8) You will be responsible for the accuracy and completeness of all information, data, instructions, orders, trades, or communications that you make via the API Connection. You acknowledge that you will be both responsible and liable for any errors in your communications to us via the API Connection or failure to communicate with us via the API Connection. We shall have no liability with respect to the above.
- (9) You agree that you will not request material amounts of information from us, or send material amounts of information to us, via the API Connection that is likely to result in straining or overloading of our systems. Accordingly, you will abide by any “throttles” or restrictions and limitations that we may reasonably notify you of from time to time in relation to your ability to obtain from us, or send to us, information or instructions via the API Connection. You acknowledge that persistent or material breach of these obligations may result in our termination of this Agreement and the license granted above.
- (10) You agree that you will not submit or request information from us via the API Connection in a manner that is likely to strain or overload our systems or to attempt to breach any security restrictions that we have in place in relation to the API Connection. You acknowledge that any persistent or material breach of these obligations may result in our immediate termination of this Agreement.
- (11) You acknowledge and consent to us monitoring and recording your access to the API Connection and your behavior and usage of the API Connection. This may include to ensure quality, improve our products and services, and verify your compliance with this Agreement and your Customer Agreement, and such monitoring may include us accessing and using your API Transactions to identify security issues that could affect us or our users and you will not interfere with this monitoring.
- (12) You agree that you will not hold yourself out as being part of, or representing, TASTYTRADE, INC. or any Associated Company of TASTYTRADE, INC., including when contracting with your clients. You acknowledge and agree that TASTYTRADE, INC. takes no liability or responsibility for your contractual or tortious relationship with your clients.
- (13) You agree not to:
  - (a) copy, modify, or create derivative works of the API Connection, in whole or in part;
  - (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API Connection or any rights to the API Connection;
  - (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API Connection, in whole or in part;
  - (d) remove any proprietary notices from the API Connection;

- (e) use the API Connection in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or seeks to introduce any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; or
  - (f) design or permit your applications or software to disable, override, or otherwise interfere with the API Connection or any TASTYTRADE, INC.-implemented communications to end users, consent screens, user settings, alerts, warning, or the like.
- (14) In addition, you will not use the API Connection in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email, multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
- (15) You agree and covenant that, throughout the term of this Agreement, you will use the Data and Information (as defined in Exhibit A) you receive from the API in the manner and to the extent set forth in your answers to our queries on Exhibit A, attached hereto and incorporated herein. You also agree and covenant to report in writing to us any material changes to your answers to our queries set forth on Exhibit A.

### **3. DEALING VIA THE API CONNECTION**

- (1) Each time you place an order using the API Connection, you expressly acknowledge and agree that:
- (a) It is your responsibility to understand how an order operates before you place any such order with us and that you will not place an order unless you fully understand the terms and conditions attached to such order;
  - (b) Whether or not we accept an order is at our absolute discretion
  - (c) We may restrict the availability of certain orders, or manage the execution of certain orders, increase margin requirements, or suspend the API Connection at our discretion and in particular during volatile market conditions, such as over economic announcements.

### **4. OUR LIABILITY TO YOU**

You acknowledge and agree that:

- (1) THE API CONNECTION IS PROVIDED TO YOU ON AN 'AS IS' BASIS AT YOUR SOLE RISK, AND WE SPECIFICALLY DISCLAIM AND MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE REGARDING THE API CONNECTION NOR DO WE WARRANT OR REPRESENT THAT THE API CONNECTION WILL BE UNINTERRUPTED, ERROR FREE, WILL MEET YOUR OR ANY OTHER

PERSON'S REQUIREMENTS, ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, WILL ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WILL WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, TIMELY, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

- (2) We will have no liability to you in relation to any Loss, as a result of any delay, defect in or failure of the whole or any part of (or any combination of):
  - (a) the API Connection;
  - (b) your system;
  - (c) any API Hub or any third party system;
  - (d) the internet;
  - (d) the Electronic Trading Service;
  - (e) the use of any third-party integrator or automated trading platform; or
  - (f) any limits, parameters or controls set by us.
- (3) We will have no liability to you, whether in contract or in tort, including gross negligence, in the event that any viruses, worms, software bombs or similar items are introduced into your system (whether direct or indirect) as a result of your use of the API Connection.
- (4) Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from our willful misconduct or fraud, but any such liability will only apply to the extent required by any Applicable Regulations.
- (5) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNATIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API CONNECTION OR DATA PROVIDED BY US.
- (6) Nothing in this Section 4 of this Agreement shall restrict or otherwise limit any limitation on liability provisions of your Customer Agreement with TASTYTRADE, INC.

## **5. INDEMNITY**

You shall indemnify TASTYTRADE, INC. and its Associated Companies, and their officers, directors, managers, employees, agents, licensors, suppliers, affiliates, successors, and assigns from and against any Losses incurred for any reason resulting from, arising from or relating to any of the following:

- (a) your breach of this Agreement;
- (b) your software or applications, including, where relevant, any of your clients and other end users' use thereof;
- (c) the use of any API Hub;
- (d) your or, where relevant, your client's and other end users' use or misuse of the API Connection or the Data provided to you via the API Connection; and

- (e) any act or omission by any person using the API Connection to access our Electronic Trading Service and/or any Data provided to you under the terms of this Agreement by using your designated user name(s) and/or password(s), whether or not you authorized such access.

## **6. REPRESENTATIONS AND/OR WARRANTIES**

- (1) Each representation and warranty, covenant and agreement given by you in this Agreement shall be deemed to be repeated each time you access the API Connection.
- (2) Any breach by you of a covenant, agreement, warranty or representation given under or in relation to this Agreement, shall give us the right to bust orders previously entered and filled via the API Connection or to close resulting positions at prevailing market prices at our discretion.
- (3) Any breach by you of a covenant, agreement, warranty or representation given under or in relation to this Agreement shall give us the right to terminate this Agreement immediately upon written or electronic notice to you at our discretion. Termination shall not prejudice any rights that the Parties have accrued prior to termination.
- (4) Where any covenant, agreement, representation or warranty made by you in this Agreement is or becomes untrue, an Event of Default will have been deemed to have occurred, giving us such rights against you as are set out in the Customer Agreement. Our rights shall not be limited to Transactions entered into via the API Connection and shall extend to Transactions entered into by you on any channel or method of dealing provided by TASTYTRADE, INC.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- (1) We and/or our licensors (as the case may be) own and retain all intellectual property rights in all elements of the API Connection, the Data and any information obtained via the API Connection and you will not, in any circumstances, obtain title or interest in such elements. Title to and ownership of all intellectual property rights embodied by or otherwise incorporated into the License will remain with us.
- (2) The License is limited and does not include a license to use any other intellectual property of ours, including but not limited to our branding, trademarks, logo, name or “look and feel”. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted to you by TASTYTRADE, INC. under this Agreement or the Customer Agreement.
- (3) You will use commercially reasonable efforts to safeguard the API Connection, the Data and any information obtained via the API Connection (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the API Connection, the Data and any information obtained via the API Connection and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights.

## **8. DATA**

- (1) At the date of this Agreement, we shall only make available to you the Data we receive from our third party data provider and which we are entitled to provide to you. We may, at our absolute discretion, upon notice to you, amend, add to, remove or extend any products or Data made available to you.
- (2) You agree that you will only use Data that you obtain via the API Connection in accordance with the terms of this Agreement and for the Permitted Purpose and not for any other purpose.
- (3) You agree your use of Data is limited to trading and where applicable any watchlist activity relating to entering into Transactions. You also agree this Agreement does not permit for subscribing to large cross-sections of the market for data collection purposes.
- (4) Other than as expressly provided for under this Agreement, you represent and warrant that you will not copy, distribute, show, make available or publish any Data made available to you via the API Connection to any third party for whatever reason.
- (5) You agree that nothing in this Agreement shall apply to any fees or commissions you may owe us under the Customer Agreement or any other agreement we may have (if any) relating to Data.
- (6) You agree that you will not and will procure that none of your Associated Companies (if any) will, copy (whether in whole or in part), re-transmit, supply, show or make available or permit to be supplied, shown or made available, any Data (including any subset thereof) to any third party in any manner.
- (7) Your liability and obligations set out in this Agreement include responsibility for and on behalf of your Associated Companies (if any), any third party providing you with an API Hub or service who receives access to Data via the Electronic Trading Service.
- (8) All intellectual property rights of whatsoever nature in Data shall be and remain vested in us or, if applicable, our licensors.
- (9) You acknowledge that Data is created, compiled, prepared, selected, derived and arranged by us and our licensors through the expenditure of substantial time, effort and resources and that Data constitutes valuable intellectual property for us and our licensors.
- (10) Any information or data produced by you as a result of processing of Data remains Data subject to this Agreement if it can be reasonably determined that:
  - (a) Data as transmitted by us can be readily identified, recalculated or re-engineered from information or data that results from the processing of Data; or
  - (b) the information or data resulting from the processing of Data may be used as a substitute for Data.
- (11) You acknowledge and agree that we have not granted you the right to use (except as expressly provided for in this Agreement), sublicense, or to permit any third party to further disseminate or redistribute, all or any portion of Data. You specifically agree that, other than as agreed in this Agreement or where you have entered into an agreement directly with the market data provider or Exchange, you are prohibited from distributing

or making public all or any portion of Data in any way, including via any application, third party platform or service or any website.

- (12) We reserve the right in our absolute discretion to introduce new Data or cease to provide any Data, in our sole discretion.
- (13) We and our licensors reserve the right to introduce, change or amend any rules regarding your access to or use of Data, and you agree to comply with any such rules. In addition, we reserve the right to introduce, change or amend any rules regarding your storage of Data (including the length, amount and format of storage permitted) and you agree to promptly and carefully delete any Data held on your system that does not comply with such storage rules.
- (14) FOR THE AVOIDANCE OF DOUBT, WE PROVIDE DATA "AS IS", AT YOUR SOLE RISK, AND WE SPECIFICALLY DISCLAIM AND MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE REGARDING THE DATA NOR DO WE WARRANT OR REPRESENT THAT THE DATA WILL BE UNINTERRUPTED, ERROR FREE, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, TIMELY, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. We do not warrant or represent that the supply of the Data will be free of interruption or corruption. We will have no liability to you, whether in contract or in tort, including gross negligence, in the event that any Data provided to you via the API Connection is incorrect, interrupted, delayed, unavailable or corrupted.
- (15) No provision of this Agreement shall be deemed to restrict or limit our right to use, market, sell, distribute, display or otherwise provide access to Data directly or indirectly anywhere in the world, or enter into contracts, grant licenses or make arrangements with any other party to use, market, sell, distribute, display or otherwise provide access to Data anywhere in the world.

## **9. AUDIT RIGHTS**

- (1) You shall keep complete, accurate and up-to-date records relating to your use of the API Connection and Data, sufficient to demonstrate compliance with this Agreement. All records required to be maintained under this Agreement shall be maintained for a minimum of two (2) years from the end of the Agreement and made available to us on request for audit inspection.
- (2) We shall have the right, during the term of this Agreement and for a period of two (2) years afterwards, to visit your premises during normal business hours in order to conduct an audit.
- (3) We shall treat all information obtained in any audit confidential and use it only for the purposes of the audit.
- (4) The purpose of the audit, unless otherwise agreed in advance, shall be to verify compliance with this Agreement and to ensure, where applicable, that our provision of



Data to you is in compliance with the agreements we have in place with our licensors and third party suppliers of information or data used by us to create Data. We shall give reasonable notice of audits, prepare and carry out audits in accordance with generally accepted industry guidelines and shall not audit you more than once in any calendar year.

## **10. GENERAL**

- (1) Each Party agrees that it shall have no remedies in respect of any covenant, representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No Party shall have any claim for negligence or misrepresentation based upon any statement in this Agreement.
- (2) The failure by us to insist upon strict performance of any part of this Agreement, or delay in or failure to exercise any rights or remedies herein, or failure to notify you in the event of your breach, or the payment (or non-payment) of any fees hereunder, will not be deemed to be a waiver of any right of us to insist upon strict performance of any rights and remedies, nor will termination of this Agreement by us operate as a waiver of any of its terms.
- (3) Except as expressly set forth in this Agreement, the Parties do not confer any rights or remedies to any third party other than the Parties to this Agreement and their respective successors and permitted assigns.
- (4) If at any time all or any part of any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, then the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.
- (5) Any notices to be provided to either Party under this Agreement shall be provided in accordance with the applicable terms set out in the Customer Agreement.
- (6) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.
- (7) Each Party will treat the terms of this Agreement as confidential. No Party will disclose any confidential information to any third parties either during the term of this Agreement or after the Agreement has been terminated except in accordance with Applicable Regulations.
- (8) This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- (9) The arbitration provisions of the Customer Agreement are incorporated herein and shall apply to any disputes arising under this Agreement.

## **11. GOVERNING LAW**

- (1) This Agreement and any dispute or claim arising out of, or in connection with, it or its subject matter or formation (including any non-contractual dispute or claims), shall be governed by, and construed in accordance with the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.
- (2) Any legal suit, action, or proceeding arising out of or related to this agreement or the licenses granted hereunder, not covered by the arbitration provisions of the Customer Agreement, will be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the city of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## **12. AMENDMENT AND TERMINATION**

- (1) The term of this Agreement will continue in effect until terminated by either Party. Either Party may, at any time, terminate this Agreement upon giving 1 month's written notice to the other.
- (2) We may terminate this Agreement immediately upon notice to you if you materially breach any term of this Agreement and such breach cannot be remedied, or if we, in good faith, deem that the continuation of this Agreement presents any regulatory or reputational risk to TASTYTRADE, INC.
- (3) Either Party will have the right (without prejudice to its other rights and remedies) to terminate this Agreement immediately by giving written notice to the other Party in any all or of the following circumstances:
  - (a) a trustee, custodian, liquidator, administrator or receiver is appointed in respect of the whole or part of the assets or undertakings of the other Party, the other Party enters into an arrangement or assignment with or for the benefit of all or a class of its creditors, the other Party becomes unable to pay its debts when they fall due, or the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law and such petition is not dismissed within thirty (30) days; or
  - (b) the other Party defaults in due performance or observance of any obligation under this Agreement and (in the case of a breach capable of remedy) fails to remedy it within 30 days of the date of a written notice by the non-defaulting Party requiring it to do so.
- (4) We may amend this Agreement and any arrangements made hereunder at any time by written notice to you. You will be deemed to accept and agree to any amendment(s) unless you notify us to the contrary within 10 business days of the date of our amendment notice. If you do object to any amendment(s), the amendment(s) will not be binding on you, but your access to the API Connection may be terminated at our sole discretion at the end of such 10 business day period. Any amendment(s) to this Agreement will come into effect on the date specified by us which will, in most cases, be at least 10 business days after you are deemed to have received notice of the amendment in accordance with the Customer Agreement. Any amended agreement will supersede any previous agreement between us on the same subject matter and will govern your use of the API Connection from the date on which the new edition comes into effect.

- (5) This Agreement will automatically and immediately terminate if you cease to have an account with us.
- (6) Upon termination of this Agreement for any reason, all licenses and rights granted to you under this Agreement will also terminate, including the License, and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the API Connection. Termination will not limit any of our rights or remedies at law or in equity.
- (7) Notwithstanding that this Agreement terminates, the following clauses will survive: clause 5 (Indemnity), clause 6 (Representations and/or Warranties); clause 7 (Intellectual Property Rights); clause 8 (Data); clause 9 (Audit Rights); clause 10 (General); clause 11 (Governing Law); and clause 13 (Definitions & Interpretation).

### **13. DEFINITIONS & INTERPRETATION**

In this Agreement:

- (1) Capitalized terms that are not defined below have the same meaning as is given to those terms in the Customer Agreement.
- (2) The terms below have the following specific meanings when used in this Agreement:

**“Applicable Regulations”** means any statute, law, ordinance, regulation, rule, code, order constitution, treaty common law, judgment, decree, or other requirement of any federal, state, local or foreign government, a political subdivision thereof, a regulatory, self-regulatory or enforcement organization, or any arbitrator, court or tribunal of competent jurisdiction. For the avoidance of doubt the foregoing shall include, but is not limited to, all Applicable Regulations governing the futures industry, the securities industry, digital assets, data privacy and intellectual property.

**“API Connection”** means our application programming interface and the ability to communicate and deal with us via such application programming interface;

**“API Hub”** means a third party supplier’s platform, technology or any other system that, directly or indirectly, enables you to communicate with us via, or otherwise access, the API Connection;

**“Associated Company”** means, with respect to any entity, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**“Client(s)”** means any person who has entered into the Customer Agreement with us;

**“Closed Environment”** means an environment in which (i) each and every end user who has access to the Electronic Trading Service, or your application programming interface or any routing or information service provided by you to a Client to view information and data (as applicable), including Data provided by TASTYTRADE, INC., is personally identifiable; and (ii) Data is provided in a form that is non-distributable outside of that environment;

**“Customer Agreement”** means the then current Customer Agreement set out on TASTYTRADE, INC.’s website at [https://assets.tastyworks.com/production/documents/broker\\_customer\\_agreement.pdf](https://assets.tastyworks.com/production/documents/broker_customer_agreement.pdf) as entered into between you and us;

**“Data”** means any data you obtain by using the API Connection (including market data, price data, client sentiment data, specific account data or any other data whatsoever) other than Data relating solely and specifically to Transactions you have entered into with us;

**“Electronic Trading Service”** means any electronic services (together with any related software) including without limitation trading, direct market access order routing or information services that we grant you access to or make available to you either directly or through a third party service provider and used by you to view information and Data in a Closed Environment and/or enter into Transactions with TASTYTRADE, INC.;

**“Exchange”** means any securities, digital assets, or futures exchange, alternative trading system or liquidity pool which is a third party supplier of data or information displayed via the Electronic Trading Service;

**“Loss”** means any direct or indirect losses, expenses, payments, damages, charges, fines, costs, liabilities, claims, actions, judgments, suits, proceedings, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including fees of all external legal advisors and attorneys’ fees and their disbursements and any out-of-pocket expenses, trading losses, loss of opportunities, loss of income, loss of profit, loss of business, loss of contracts, loss of reputation, loss of, damage to, or corruption of Data, in each case, whether in relation to breach of contract and/or tort (including negligence); and

**“Permitted Purpose”** means your use of the API Connection to receive Data provided to you under the terms of this Agreement, to facilitate your entry into Transactions with us in your personal or other account and such use so you can build out your own value-add front end platform or algorithmic trading systems.

(3) The following rules of interpretation shall apply:

- (a) Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- (b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement;
- (d) Any reference to a schedule is a reference to a schedule to this Agreement and any reference in a schedule to a part or paragraph is to a part or paragraph of that schedule;
- (e) References to clauses are to the clauses of this Agreement;
- (f) Any capitalized but undefined terms herein shall have the meaning set out in the Customer Agreement;

- (g) Any time or date will be to the time and date in Chicago, Illinois, unless expressly noted to the contrary; and
- (h) Any words following the terms including, include, in particular or any similar expressions shall be construed as illustrative and shall not limit the sense of the words, descriptions, definition, phrase or term preceding those terms.

## OTHER TERMS

These other terms, form part of the Agreement and apply to the extent any third-party integrator or tech provider are used in connection with your use of APIs or Data.

1. No third-party integrator shall be permitted to store TASTYTRADE, INC. customer or client credentials directly on their systems for purposes of automated or “easy” authentication and agrees it must utilize TASTYTRADE, INC. mechanisms for logging in to the APIs.
2. A third-party integrator must clearly disclose to any customers of Client if any data, including but not limited to, trade, position, financial or Client information is extracted, obtained, or pulled from the APIs and stored on their systems for any reason.
3. A third-party integrator shall be permitted to buy, sell or otherwise trade on behalf of a customer or Client who has enrolled in the Autotrading services of that third-party integrator.
4. It is the sole responsibility of any third-party integrator for errant order instructions sent as a result of software malfunction and we shall have no liability with respect to such errors.
5. Third party integrator must not redistribute quotes or Data to non-TASTYTRADE, INC. clients. For the avoidance of doubt, any third-party integrator must use the TASTYTRADE, INC. pattern for retrieving Data authentication token (as relevant) and enforce the usage of a Client’s unique token for accessing Data (as applicable), such that only TASTYTRADE, INC. Clients can access Data. Under no circumstance is sharing of tokens across customers, storage of tokens or usage of tokens by third parties permitted.
6. We may terminate this Agreement immediately upon notice to you if we deem in our sole discretion that actions or use of the API in any way whatsoever by any third-party integrator creates any regulatory or reputational risk to TASTYTRADE, INC. or in any way poses any adverse risk to TASTYTRADE, INC.

## EXHIBIT A

In connection with your use of our API, you represent and warrant that the following agreements and covenants regarding your use of our API will be true and correct throughout the term of this Agreement:

1. The scope of the information received from TASTYTRADE, INC.'S API that Client's application will display to its customers is as follows (the "Information"):
2. Client will store the following Information on its systems:
3. Client will disclose to its customers what Information or other Data regarding such customers that Client will extract, obtain, or pull from our API and what Information or other Data regarding such customers that Client will store on Client's systems, as required above in "Other Terms" in the following manner: