



# **API Agreement**

## 1. Introduction

- 1.1 This API Agreement ("Agreement") sets forth the terms and conditions governing the provision of API connectivity and liquidity services by STARTRADER LLC, a company incorporated in Saint Vincent and Grenadines located at Euro House, Richmond Hill Road, P.O. Box 2897, Kingstown("STARTRADER"). The rights and obligations of the parties herein shall be construed in accordance with the provisions of this Agreement, together with any ancillary agreements, policies, and applicable legal or regulatory instruments. Such documents and provisions may be incorporated herein by express reference or deemed incorporated by implication arising from the nature and scope of the services provided.
- 1.2 The Client covenants and undertakes to comply in all respects with the terms and conditions of this Agreement, the STARTRADER Client Agreement, the STARTRADER Privacy Policy, and all other applicable agreements, policies, rules, and procedures governing the provision of services by STARTRADER, as may be issued and/or amended from time to time.
- 1.3 The Client represents and warrants that it possesses the requisite knowledge, expertise, and experience to engage with the services contemplated under this Agreement, and that it maintains a level of financial soundness sufficient to bear all risks associated with such services.
- 1.4 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings (whether oral or written) relating to its subject matter. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation or statement not expressly set forth herein.
- 1.5 This Agreement incorporates the STARTRADER Client Agreement by reference; and in the event of any conflict, the terms of the STARTRADER Client Agreement shall prevail with respect to its subject matter.
- 1.6 If any provision of this Agreement is held invalid but would be valid with modification, it shall apply with such deletions as necessary to render it valid and enforceable.
- 1.7 Neither party shall be liable for any delay or failure to perform obligations under this Agreement to the extent caused by events beyond its reasonable control, including, without limitation, utility or communication failures, equipment breakdown, natural disasters, war, terrorism, civil unrest, malicious damage, contamination, or compliance with law or regulation. The affected party shall promptly notify the other of such event. (Force Majeure).
- 1.8 No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise of the same or any other right, power, or remedy. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. Any waiver must be in writing and signed by the waiving party to be effective.
- 1.9 The Client shall not assign, transfer, charge, sub-license, or otherwise dispose of any of its rights or obligations under this Agreement without the prior express written consent of STARTRADER. STARTRADER may assign, transfer, charge, sub-license, or otherwise deal with its rights or obligations under this Agreement without restriction.
- 1.10 Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, fiduciary, employment, or representative relationship between the parties.

Neither party shall have, or represent that it has, any authority to bind the other or to make any representations or warranties on the other's behalf. Each party shall refrain from holding itself out as having such authority.

- 1.11 Any proposed variation of this Agreement by the Client is only valid if accepted and signed by STARTRADER. STARTRADER may amend this Agreement in its sole and absolute discretion by providing the Client with 5 business days notice, and the Client shall be deemed to have consented and accepted such amendments thereafter. Where the Client disagrees with such amendments, the Client may terminate this Agreement in accordance with the terms of this Agreement.
- 1.12 Any notice under this Agreement shall be in writing and sent by email to [support@starprime.com](mailto:support@starprime.com). Such notice shall be deemed received only upon acknowledgment by STARTRADER through a duly authorised representative.
- 1.13 Any provisions of this Agreement which, by their nature or context, are intended to survive termination shall remain in full force and effect notwithstanding such termination.
- 1.14 This Agreement shall be governed by, and construed in accordance with, the laws and jurisdiction specified in the STARTRADER Client Agreement.
- 1.15 This Agreement shall be deemed effective and binding upon the establishment of any legal relationship between STARTRADER and the Client. The Client acknowledges and agrees that this Agreement is automatically accepted and enforceable upon such engagement.

## **2. License**

Pursuant to the terms and conditions set forth herein, STARTRADER hereby grants the Client a non-transferable, non-exclusive, revocable, and limited license, with worldwide effect, to access and use the STARTRADER API solely for the purpose of interfacing with STARTRADER's trading infrastructure, including but not limited to its Trading Technology, Liquidity Services, Market Data, Systems, Coverage Accounts, and Client Accounts, strictly for the execution of transactions in financial instruments, as expressly agreed between the Parties.

- 2.1 The Client acknowledges and agrees that the license granted under this Agreement is personal and exclusive to the Client. During the term of this Agreement, the Client shall not, either directly or indirectly, engage or contract with any third party—other than STARTRADER—for services related to financial instruments or trading platforms that are in competition with or materially similar to those offered by STARTRADER.
- 2.2 The Client shall be exclusively responsible for undertaking and maintaining all technical support, system maintenance, and integration efforts necessary to enable continued access to and use of the STARTRADER API and/or the Trading Service in accordance with this Agreement.
- 2.3 The Client shall, at all times and at its sole cost, implement appropriate safeguards to ensure that no viruses, malware, or unauthorized commands are transmitted through use of the API. If the Client becomes aware of any activity that compromises, or may compromise, access to the STARTRADER API or the Trading Service, the Client shall immediately inform STARTRADER and suspend all access and usage until express written authorization to resume is granted by STARTRADER.

- 2.4 The Client shall not modify, adapt, reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the STARTRADER API, either in whole or in part.
- 2.5 The Client shall not enable or facilitate third-party access to the Trading Service or STARTRADER API, nor shall it make the API accessible via any external website, platform, or public interface, including but not limited to white-labeled or co-branded offerings, without STARTRADER's prior written consent.
- 2.6 The Client agrees not to disclose, distribute, replicate, publish, display, transmit, or otherwise furnish to any third party the Market Data, the STARTRADER API, the Trading Service, or any derivative thereof, in any manner whatsoever, without the prior written authorization of STARTRADER.
- 2.7 The Client shall refrain from assigning, transferring, sub-licensing, leasing, or renting access to the STARTRADER API or any associated materials, except to the extent expressly permitted under the terms of this Agreement.
- 2.8 The Client shall utilize the Trading Service and the STARTRADER API strictly for its internal business operations and solely through trading accounts expressly approved by STARTRADER.
- 2.9 The STARTRADER API is made available to the Client, without any representations, warranties, or guarantees, whether express, implied, or statutory. STARTRADER expressly disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, accuracy, reliability, non-infringement, and uninterrupted or secure access. No representations are made regarding the suitability of the API for any specific use or compliance with any legal or regulatory obligations. "As is basis".

### **3. Transactions**

- 3.1 The Client shall utilize the API provided by STARTRADER solely to transmit bona fide orders to STARTRADER, defined as orders intended to legitimately trade the price of the underlying instrument. Such orders must be in accordance with this Agreement and all applicable policies. STARTRADER shall retain sole discretion to determine the authenticity of such orders, and its determination shall be final and binding upon the Client.
- 3.2 The Client shall, upon reasonable request, provide STARTRADER with any trading data relating to the Client and, where applicable, its underlying clients, as required by STARTRADER. Such access may include but not limited to data requested by STARTRADER, access to Trading and other systems owned or controlled by the client. The Client shall ensure that all requisite agreements are in place to permit the lawful disclosure of such information to STARTRADER.
- 3.3 STARTRADER reserves the absolute right, at its sole and unfettered discretion, to cancel, reject, or retrospectively amend any order, and to nullify, reverse, or otherwise adjust any associated profits or losses, whether on a per-trade or aggregate account basis, where it determines—acting reasonably or otherwise—that such trading activity has occurred for purposes other than legitimate and bona fide trading objectives

#### **4. Market Data**

The Client agrees to the Market Data Agreement, which shall be provided by email or, if not received, must be requested by contacting [support@starprime.com](mailto:support@starprime.com) in all cases, the Agreement shall be deemed accepted by the Client.

#### **5. Indemnity and Liability Limitation**

- 5.1 The Client uses the STARTRADER API, Trading Service, and Market Data at its own risk and assumes full responsibility for any resulting loss. STARTRADER shall not be liable for any loss or damage arising from reliance on any information, pricing, or related services.
- 5.2 STARTRADER and its affiliates shall not be liable for any indirect, incidental, special, or consequential damages, including loss of profits or data, arising from the use or inability to use the STARTRADER API, Trading Service, or Market Data, even if advised of the possibility of such damages.

#### **6. Intellectual Property**

- 6.1 The Client acknowledges and agrees that all rights, title, and interest, including all intellectual property rights (whether registered or unregistered), in and to the STARTRADER API, Trading Service, Market Data, and all associated systems, components, enhancements, derivative works, and modifications, whether developed by STARTRADER or otherwise, are and shall remain the exclusive property of STARTRADER or its licensors. The Client shall acquire no rights therein other than the limited license expressly granted under this Agreement, and all such rights not expressly granted are hereby reserved.
- 6.2 The Client shall not dispute STARTRADER's ownership of the API or the validity of this Agreement's licenses, nor use, copy, or exploit the API beyond the scope expressly permitted herein, during or after the term of this Agreement.

#### **7. Confidentiality Obligations**

Each Party agrees to treat as strictly confidential all Confidential Information and trade secrets received from the other Party in connection with this Agreement. Such information shall only be used for fulfilling obligations under this Agreement and may only be disclosed to those employees, officers, or professional advisers who have a legitimate need to access it and are bound by confidentiality obligations at least as protective as those herein.

These confidentiality obligations shall survive termination or expiration of this Agreement. The obligations set forth shall not apply to information that:

- (i) becomes publicly available other than through a breach of this Agreement;
- (ii) is rightfully received from a third party without a duty of confidentiality;
- (iii) is independently developed without use of the disclosing Party's Confidential Information; or
- (iv) must be disclosed pursuant to legal or regulatory requirements, provided that the receiving Party, where permitted by law, provides prompt written notice to the disclosing Party and cooperates in seeking protective measures.

For the purposes of this Agreement, “Confidential Information” means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

## **8. Termination**

- 8.1 STARTRADER may, at its sole discretion, terminate this Agreement with immediate effect by providing written notice to the Client in the event the Client is in breach of any provision of this Agreement.
- 8.2 Either party (the “Notifying Party”) may terminate this Agreement immediately by written notice if the other party:
  - 8.2.1 Is ordered to be wound up; or has a receiver or administrator appointed over its assets, or enters into an arrangement with creditors; experiences a similar event under applicable law; or cannot comply with this Agreement due to legal or regulatory constraints; or
  - 8.2.2 Its key personnel are found guilty or accused of serious fraud, dishonesty, or criminal conduct that could harm the party's reputation.
- 8.3 The termination of this Agreement shall not, of itself, require the closure of the Account; however, the closure or liquidation of the Account shall constitute immediate termination of this Agreement.
- 8.4 Upon termination of this Agreement, the Client shall have no entitlement to any remuneration, compensation, or other payment whatsoever in respect of any period following the date of termination.
- 8.5 In all other circumstances not expressly provided for herein, either party may terminate this Agreement by providing no less than seven (7) days' prior written notice to the other party.