

API Agreement

Effective date: 3 April 2020

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This document forms part of the client agreement with LMAX New Zealand Limited.

We provide access to data and functionality that form our Application Programming Interface that allows our customers to transact on their Account through an alternative interface to LMAX Broker Limited, LMAX Exchange Services and LMAX MTF Service provided by our Affiliate LMAX Exchange, or other devices as we may offer from time to time (our **API**).

This API Agreement forms part of our Agreement with you.

This API Agreement will apply exclusively to your use of our API and not to the general trading services offered by LMAX Global in accordance with the other documents forming part of our Agreement.

Risk Warning

Our API offers limited functionality and information compared to Trading Venues. You should not rely solely on our API as a means of fulfilling your obligations under your Agreement with us and you should not use methods or properties of our API which are not supported.

Price events sent through our API may be throttled to your external application. This means that you may not receive every price tick on each Trading Venue or Liquidity Pool due to the dynamic nature of the Instruments we offer. To maximise the performance of our API, events may be sent in batches. The use of batching may cause a delay to events being sent by the API to your application.

You acknowledge that Trading Venues and Liquidity Pools have wide powers to impose Limits (as defined below) on your trading activity and that Orders submitted through our API may therefore be delayed, executed, partially executed, amended or cancelled.

We cannot guarantee the delivery of each event generated via our API and therefore we cannot guarantee that the status of your Account is always up to date. You should resubmit your subscriptions to the relevant API events when a gap in an event batch sequence is detected to obtain up to date information.

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1. Defined Terms

1.1 **Terms of Business.** Capitalised terms used in this API Agreement have the meanings given to them in our Terms of Business, unless the context requires otherwise or unless separately defined in this API Agreement. The same rules of interpretation set out in our Terms of Business apply in this API Agreement. If there is any inconsistency between the provisions of the API Agreement and our Agreement, the Terms of Business will prevail unless the provision relates exclusively to your use of our API, in which case API Agreement will prevail. In all other circumstances.

1.2 In this Agreement, the following definitions apply.

Internal Conformance Test has the meaning in Term 3.1 (Testing).

Limits means any limits or restrictions to limit, block, cancel or otherwise restrict the use of our API in relation to any aspect of such use, including:

- (a) Instruments;
- (b) Orders;
- (c) positions and other risks taken;
- (d) messages;
- (e) methods of trading (for example using a high-frequency and/or Algorithmic Trading technique);
- (f) the location of where you may use our API.

Pre-Trade Risk Controls means any Limits which apply to all your Orders placed by a computer algorithm using our API.

Post-Trade Risk Controls means any Limits which apply to all your trades, positions, strategies and Instruments relating to Orders placed by a computer algorithm using our API.

Security Procedures means such security procedures, agreements, protocols, licences, or other requirements as we may apply to your use of our API from time to time.

System means your infrastructure (including computer hardware and software, equipment, network facilities and other resources and facilities) for using our API.

2. Commencement and updates

2.1 **Commencement.** This API Agreement will come into effect on the date that we notify you that:

- (a) you have passed our Internal Conformance Test;

- (b) you have gone through our Security Procedures; and
- (c) we are satisfied with the results of our Due Diligence Assessment.

- 2.2 **Access.** To access and transact on our API, you must have an open Account and a positive cash balance with us. We reserve the right not to provide any technical support whether it be online, by email or over the telephone, until this condition is satisfied.
- 2.3 **Local regulations.** Our API is not directed at or intended to be used by any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. You must ensure that you comply with any local law or regulation to which you are subject.
- 2.4 **Amendments to this Agreement.** The version of this API Agreement posted on our Website is the version that will be in force at any given time. Any new version of this API Agreement will supersede any earlier versions and we will notify you of the date that any new version will come into effect. The new version will apply to all trades entered into with us after that new version comes into effect. By submitting Orders to us after the date of the new version using API, you agree to the terms of such new version.

3. Conformance Testing

- 3.1 **Testing.** As you are using our API in your own System, you must thoroughly test the functions described in the specifications documents to ensure that you can properly manage those functions in their entirety (**Internal Conformance Testing**).
- 3.2 **System requirements.** When using our API, you must:
- (a) ensure that your System is maintained in good order and is suitable for use with our API, and complies with our requirements and, if applicable, those of a third party provider;
 - (b) run such tests and provide such information to us as requested to establish that your System satisfies our requirements and those of a third party provider (if applicable);
 - (c) carry out virus checks and install and update security software on a regular basis; and
 - (d) comply with such requirements as we or a third-party service provider may prescribe from time to time in respect of use and access to our API (including trading, technological, licensing and/or security requirements).
- 3.3 **System Defects.** If you become aware of a material defect, malfunction or virus in your System or in our API, you must immediately notify us and, if applicable, the third party provider of such defect, malfunction or virus and cease all use of our API (and, where relevant, such System) until you have received permission from us and/or such third party provider to resume use.

4. Limits

- 4.1 **Our Limits:** We may set and change our Limits in respect of your use of our API at any time. We will endeavour to give you notice of such Limits or changes before we implement them, but this may not be possible and we will not be liable for not notifying you. You will comply with all Limits we have implemented and will not try to bypass or otherwise avoid such Limits. The Limits are for our exclusive benefit. Where any Order has been blocked for exceeding our Limits, we may nonetheless decide, in our sole and absolute discretion, to submit such Order.
- 4.2 **Restrictions:** You also acknowledge that the transmission of Orders to Trading Venues is dependent upon the accurate and timely receipt of prices or quotes from the relevant Trading Venue or market data provider. You acknowledge that a Trading Venue may cancel such an order when upgrading its systems, trading screens may drop the record of such an Order, and you enter such Orders at your own risk. You may not be able to cancel an Order previously given using our API and in particular will not be permitted to do so once such an Order or instruction has been executed.

5. Support

- 5.1 **Changes to functionality.** The functionality and information of our API is subject to change. We will not support previous versions but we will give clients at least 3 Business Days' notice of changes on our Website. We do not guarantee that an application written against an older version of our API will work with future API versions. There may be changes in schemas, method signatures and data representations. It is therefore your duty to check the Website regularly to keep informed of changes to our API.
- 5.2 **Support hours.** Official API support hours are limited and there is no guarantee on response times for queries submitted to our API Trading team. Please refer to our Website for our support hours for our API.
- 5.3 **Ending support.** We may cease to support all or part of our API at any time. We will not be liable to you or any other person if any, or all, of our API is modified or terminated.

6. Using our API

- 6.1 **No transfers.** You will not assign, transfer, grant access or use of, disclose or otherwise provide any content of our API to a third party or display data electronically without our express written consent.
- 6.2 **Unauthorised use.** You will take appropriate steps to keep, and to ensure that any person authorised to access your Account keeps your usernames, passwords and other security information confidential and secure.

- 6.3 We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of our API. We shall have no obligation to verify the validity of any Order or received from you which has been authenticated using your username, password and other security information.
- 6.4 We will assume that anyone who accesses your Account and our API using your usernames, passwords and other security information was authorised by you. If you suspect that this information has been obtained by any other person without your consent then you must notify us immediately. If you fail to do so, you will be liable for any unauthorised Orders and trades on the Account. We may, acting reasonably, suspend your Account if we have reason to believe that the security of your Account has been compromised.
- 6.5 **Compliance monitoring:** You understand that your trading activity will be monitored for compliance with the rules of the relevant Trading Venue or Liquidity Pool and that your trading activity may be suspended; and that (ii) you will be bound by Pre-Trade Risk Controls and Post-Trade Risk Controls administered by us.

7. Third Parties

Where our API is provided to you by a distributor or other third party, the sign up and use of those services may be subject to a separate third party agreement. If this is the case you will remain bound by the API Agreement and in the event of a conflict, this API Agreement will take precedence.

8. Charges

All access and market data fees are available here: <https://www.lmax.nz/fee-schedule/>

9. Performance

- 9.1 We do not warrant that the operation of our API will be uninterrupted or entirely error free. Additionally we do not give any guarantee as to the accuracy, suitability, reliability, completeness, or performance of our API.
- 9.2 You acknowledge and agree that our API is provided by us on an "as is" and "as available" basis without any representations or any kind of warranty made (whether express or implied), to the extent permitted by law, as to non-infringement, satisfactory quality, fitness for purpose, merchantability, compatibility, security and accuracy. Our API is used at your own discretion and risk.
- 9.3 Our API is not immune to failure and may from time to time fail to operate satisfactorily or at all. To the extent permitted by law, we will have no liability to you in relation to any loss that you suffer as a result of any delay or defect in or failure of the whole or any part of our API provided that the occurrence of the delay, defect or failure was beyond our reasonable control.
- 9.4 Where you have been disconnected from the API for any reason due to our systems, through a fault or deliberate change in your external application, you accept that all your Orders given before you were

disconnected will remain active and may be executed.

- 9.5 In the event of a delay or defect in or failure of the whole or any part of our API you should immediately notify us to report such delay, defect or failure.

10. Termination

- 10.1 We may acting reasonably suspend your Account at any time if your trading activity or conduct is such that we believe it has or is likely to impair the integrity, functionality, speed or reliability of any Trading Venue or compromise, impair, restrict or prevent the ability of the Trading Venue to operate a fair and orderly market.
- 10.2 We may acting reasonably terminate your Account if your trading activity is deemed to be disruptive to the operation of a Trading Venue or Liquidity Provider and you have failed to correct this behaviour following a notice from us. We additionally have the right to terminate your access to or use of our Account if we determine in our sole discretion that you have in any way breached our Agreement.

11. Governing Law and Jurisdiction

This API Agreement and each trade entered into with you is in all respects governed by laws of New Zealand, and the courts of New Zealand will have the non-exclusive jurisdiction to settle any disputes arising out of or in connection with this API Agreement (including a dispute or claim relating to any non-contractual obligation arising out of or in connection with this API Agreement). Each party agrees to waive any objection to the New Zealand courts, whether on the grounds of venue or that the forum is not appropriate. Nothing in this Term will prevent us from bringing proceedings against you in any other jurisdiction.