



QUESTRADE APPLICATION PROGRAM INTERFACE ("API") LICENSE AGREEMENT ("License Agreement")

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In consideration of Questrade, Inc. ("Questrade") providing access to the Questrade API (as defined below), and providing services related thereto, Questrade and you (the "Licensee" or "You") agree as follows:

DEFINITIONS

CONFIDENTIAL INFORMATION means business or technical information disclosed by a party to the other party, including information relating to a party's product plans, customers, designs, costs, products and services, pricing, finances, marketing plans, business opportunities, personnel, research and development, customer lists, credit information, customer contracts, trade secrets, research data, drawings, product specifications, warranty information, production processes, supply sources, supply contracts, plans, models, sales data, cost, price and other financial information, and other materials of a party and its customers and suppliers as they may exist from time to time.

EFFECTIVE DATE means the date on which you accepted these terms and conditions or signed and agreed to substantially similar terms in writing.

LICENSEE APPLICATION means a customized software application developed by Licensee, or by another party, but not by Questrade, through which the Questrade API interfaces with the Questrade IQ Platform or Questrade Accounts.

PERSON means any individual or a corporation, partnership, limited liability company, joint venture, trust or any other entity or organization.

QUESTRADE ACCOUNT means Questrade client accounts and sub-accounts maintained by clients for the general purpose of trading securities.

QUESTRADE API means the Questrade proprietary set of routines, protocols and tools created and maintained by Questrade that allows Licensee to use a Licensee Application to interface with the Questrade IQ Platform and Questrade Accounts for the purposes set out in Section 2.1 of this License Agreement.

QUESTRADE CLIENT ACCOUNT AGREEMENT means the written agreement between Questrade and its clients, pursuant to which Questrade clients may access the Questrade IQ Platform and operate a Questrade Account.

QUESTRADE IQ PLATFORM means Questrade's proprietary computer system for executing Transactions.

QUESTRADE PROPERTY means the source code, object code, programming standards and methods, graphic format and design, special routines and techniques, system architecture, network infrastructure, file layouts, message layouts, technical documentation, operation manuals, processes and procedures underlying Questrade's trading platform, back-end systems and networks. Included in Questrade's Property is Questrade's methodology, trade secrets, marks, trademarks, patents, copyright, logos, unique content, methods, calculations, formats, user interfaces and special algorithms.

TRANSACTION means any order made by Licensee, as defined in this License Agreement, to purchase or sell securities placed through the Questrade IQ Platform.

QUESTRADE API LICENSE

Limited License Grant

Subject to the terms and conditions in this License Agreement, Questrade hereby grants Licensee a non-exclusive, non-transferable, terminable license to use the Questrade API solely for the purposes of creating a Licensee Application with the following capabilities:

- (a) Ability to interface with the Questrade IQ Platform to place, modify and cancel live market orders; and
- (b) Ability to access Questrade Accounts for retrieval of the following information:
 - (i) account transaction history;
 - (ii) account numbers;
 - (iii) account balances, positions, orders and executions;
 - (iv) information about a particular symbol in the Questrade IQ Platform for the purpose of obtaining market data and placing an order; and

(v) snapshots or streaming market data, including real-time, delayed and historical market data.

API License Restrictions

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TERM & TERMINATION

Term

This License Agreement shall commence on the date Licensee first accepts this License Agreement, and shall continue unless and until terminated in accordance with this Section 3.

Right to Terminate.

Questrade:

At any time and for any reason or no reason, Questrade, in its sole discretion, may:

- (a) terminate Licensee's use of the Questrade API; or
- (b) terminate this License Agreement by giving a minimum of ten (10) days written notice to Licensee.

Licensee:

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Licensee hereby acknowledges and agrees that Confidential Information constitutes and contains valuable proprietary information and trade secrets of Questrade, and embodies substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees:

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- (b) to use Confidential Information only for the performance of your obligations and in connection with the exercise of its rights hereunder;
- (c) to limit the use of and access to the Confidential Information to such employees who have a need to know the Confidential Information and have signed legally binding non-disclosure agreements containing provisions similar to this License Agreement;
- (d) not to disclose or otherwise provide to any third party, without the prior written consent of Questrade, any Confidential Information or any part or parts thereof;
- (e) to undertake whatever action is necessary to prevent or remedy any breach of the confidentiality obligations set forth herein;
- (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Questrade API, or on any other Confidential Information provided by Questrade to you;
- (g) not to develop any other materials, products, or services containing any non-public concepts or ideas contained in Confidential Information from Questrade; and
- (h) promptly to notify Questrade in writing of any unauthorized disclosure and/or use of any Confidential Information.

USE OF DATA

- a. Licensee agrees that it will not communicate, resell or otherwise make available, or permit to be communicated or otherwise made available, the Questrade API and all upgrades, revisions, fixes, updates or enhancements to the Questrade API to any third party, and that it will not re-transmit the same from its premises for any purpose, including retransmission to other premises of the Licensee, without written permission from Questrade.
- b. In the event Licensee becomes aware of any unauthorized use by a third party of the Questrade API licensed to Licensee, Licensee will give Questrade prompt notice thereof. Licensee will, thereafter, cooperate with Questrade in investigating such unauthorized use.
- c. Any violation of these provisions in this Section 9 may be deemed by Questrade to be a material breach of the terms of this License Agreement.
- d. Licensee agrees that it shall not use the Questrade API:
 - (i) to defame, abuse, harass, threaten or otherwise violate the legal rights of any third party; or
 - (ii) in association with the sale of any service or product which is discriminatory, obscene, defamatory, indecent or unlawful, or which in the reasonable opinion of Questrade, would reflect negatively upon the reputation of Questrade or the Questrade API.
- e. Licensee agrees not to reverse engineer the Questrade API and shall not sell, resell or otherwise convey any or all of the information comprising Questrade API, except as expressly permitted herein. Licensee represents and warrants that, except as permitted above, it will limit its use of Questrade API solely for the Internal Use (as defined below) of Licensee. "Internal Use" shall mean access to and use of Questrade API for performance of research and analysis, preparation of hardcopy research documents and reports (which may incorporate insubstantial amounts of data comprising Questrade API as an incidental part of such research documents) and for other data processing use, analysis and distribution to the Licensee (if an individual) or within Licensee's own organization (if an entity) but not for redistribution of, or the provision of access to, Questrade API to any third-party including but not limited to any clients or customers of Licensee or to any other non-Licensee persons or entities. If Licensee is an entity, Licensee shall advise each of its employees having access to Questrade API of the proprietary nature of Questrade API and shall direct such employees to treat such information pursuant to the terms of this License Agreement.

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Questrade reserves the right to modify or revise the License Agreement at any time, and will provide Licensee with email notice of any material changes in terms. Licensee's continued use of the Questrade API after the effective date of any such changes will constitute Licensee's acceptance of this License Agreement to such changes. IF LICENSEE DOES NOT WISH TO BE BOUND TO ANY NEW TERMS, LICENSEE MUST TERMINATE THE LICENSE AGREEMENT BY IMMEDIATELY CEASING USE OF THE QUESTRADE API.

Entire License Agreement.

The License Agreement encompasses the entire License Agreement between Licensee and Questrade regarding the subject matter discussed therein. Each party shall be responsible for its own costs and expenses incurred by such party in performing its obligations hereunder.

Governing Law and Jurisdiction.

The License Agreement, and any disputes arising from or relating to the interpretation thereof, will be governed by and construed under the laws of the Province of Ontario, Canada. Licensee agrees to personal jurisdiction by and venue in the courts of the Province of Ontario, Canada.

Survival.

The terms and conditions of this License Agreement that by their sense and context are intended to survive will survive termination of this License Agreement, including but not limited to Effect of Termination (Section 3.3), Limitation of Liability (Section 5.1), Indemnity (Section 6.1), Ownership (Section 7.1), Confidentiality (Section 8), and General Provisions (Section 10).

Severability.

If any provision or part of any provision in this License Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force.

Waiver.

Questrade and Licensee agree that the waiver of one breach under this License Agreement by either Questrade or Licensee will not constitute the waiver of any other breach or subsequent breach.

By selecting "I agree" I represent and acknowledge that:

1. I have read, understood, and consented to terms and conditions of this License Agreement above, and I agree to enter into a legally binding contract based on the above terms and conditions.
2. I intend the act of selecting "I agree" to be my legal signature to this License Agreement.