treasury spring

TREASURYSPRING API LICENSE

Terms of Use

This version is effective from: 29 September 2025

The institutional cash investment platform

TreasurySpring API License Terms of Use

This Agreement forms part of the MSA between TreasurySpring Management (Jersey) Limited and either (i) you, the person who has signed the MSA; or (ii) where you are acting on behalf of your company and your company has signed the MSA, your company (the **"Licensee"**) (each a **"Party"** and together the **"Parties"**). Where Licensee wishes to use one or more APIs developed and controlled by TreasurySpring Group in order to access and use certain data from the Platform, the Parties shall be subject to the terms of this Agreement, Ts&Cs, and the MSA (each defined term as defined below).

You represent and warrant to us that you have the authority to accept these API License Terms of Use on behalf of yourself, a company, and/or other entity, as applicable. We may change, amend or terminate these API Terms at any time. Your use of the APIs developed and controlled by TreasurySpring Group after any change or amendment means you agree to the new API Terms. If you do not agree to the new API Terms or if we terminate these API Terms, you must stop using the APIs.

Agreement

1. Definitions

a. **"Affiliates"** means an entity directly or indirectly owned or controlled by a Party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

b. **"API"** means certain TreasurySpring proprietary application programming interfaces (including any modifications, enhancements and derivatives thereof) made available by TreasurySpring under this Agreement.

c. **"API Materials"** means any technical data (not including Customer Data), specifications, Documentation and other materials that TreasurySpring provides to Licensee in connection with the API from time to time.

d. **"Confidential Information"** means any information relating to or disclosed in connection with this Agreement, which is or should be reasonably understood to be confidential or proprietary to the Party disclosing such information, which in the case of TreasurySpring shall include the TreasurySpring Group (the **"Disclosing Party"**), including, but not limited to, technical processes and formulas, source code, product designs, sales, cost and other unpublished financial information, product and business plans, projections, marketing data and all information obtained via the API, including but not limited to Customer Data. Confidential Information does not include any of the following: (i) information that is or becomes part of the public domain without violation of the confidentiality obligations in this Agreement by the receiving Party (**"Receiving Party"**); (ii) information that was known to or in the possession of the Receiving Party on a non-confidential basis prior to the disclosure thereof by the Disclosing Party to the Receiving Party; (iii) information that was developed independently by the Receiving Party, without use of or reference to the Confidential Information; or (iv) information that is disclosed to the Receiving Party by a third party under no obligation of confidentiality to the Disclosing Party and without violation of the confidentiality obligations of the third party.

e. **“Customer Data”** means the data TreasurySpring makes available to Licensee via the API which includes data pertaining to a TreasurySpring Group customer (a **“Customer”**) and such Customer’s financial investments held with, and services received from, TreasurySpring, as further described in the Documentation.

f. **“Data Protection Laws”** means (a) the Data Protection (Jersey) Law 2018 and Data Protection Authority (Jersey) Law 2018, and (b) the General Data Protection Regulation (EU) 2016/679 and the ePrivacy Directive (2002/58/EC) (as amended by Directive 2009/136/EC), their national implementations in the European Economic Area (**“EEA”**), including the European Union, and all other data protection laws of the EEA, the United Kingdom and Switzerland, each as applicable, and as may be amended or replaced from time to time.

g. **“Documentation”** means TreasurySpring’s written usage guidelines, applicable guidelines for using the API TreasurySpring makes available, standard technical documentation, and any other written documentation related to the API that TreasurySpring makes generally available to its customers as updated from time to time by TreasurySpring, the current version of which are at https://docs.treasuryspring.com.

h. **“TreasurySpring Group”** means TreasurySpring and its Affiliates.

i. **“Ts&Cs”** means the TreasurySpring Portal Terms of Use.

j. **“MSA”** means the Master Subscription Agreement between the Parties.

2. License

a. **License from TreasurySpring.** Subject to the terms and conditions of this Agreement, TreasurySpring hereby grants Licensee a limited, non-exclusive, non-sublicensable and non-transferable license, during the Term, to (i) access and use the API in accordance with the API Materials and (ii) to use the API Materials, for the sole purpose of enabling TreasurySpring to provide Customer Data to Licensee as explicitly consented to by such Customer. Licensee will not access, use, process, make available, display, disclose, transfer, sell, rent, or lease any of the Customer Data except that in relation to each Customer the Licensee may access, process, make available and display Customer Data relating to that Customer within the Licensee’s own platform or environment, and then only provided that explicit consent to such use has been provided by that Customer to the Licensee in advance of the Licensee accessing such data.

b. **License Restrictions.** Licensee will not and will not allow any of its directors, officers, employees, agents or contractors (collectively, **“Personnel”**) to: (i) reverse engineer, disassemble, decompile or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure or organization of the API, or any part of any of the foregoing; (ii) sublicense, transfer, distribute or otherwise make available the API or API Materials, or any part thereof, in any form (including by providing Licensee’s API token to any third party); (iii) lease, loan or sell the API, or any part thereof; (iv) create derivative works of or otherwise modify the API or API Materials, or any part thereof; (v) make any copies of the API or API Materials, or any part thereof, in any form; or (vi) attempt to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the API, including without limitation, any such mechanism used to restrict or control the functionality of any of the foregoing.

c. **Authorised Users.** Only authorised employees or independent contractors of Licensee (**“Users”**) may access and use the API. Licensee is responsible for its Users’ compliance with this Agreement and all actions taken by such Users with respect to the API or Customer Data (including through the use of any API token access keys provided to Licensee), and shall ensure that any such Users are subject to written obligations at least as protective of the API and TreasurySpring’s Confidential

Information as the terms of this Agreement. Licensee will promptly terminate any User's access to the API (including deletion of any API token access keys) if such User is no longer authorised to access and use the API.

d. **Reservation of Rights.** TreasurySpring does not grant Licensee any rights in or to the API except as expressly set forth in Section 2.a above, and as between the Parties, TreasurySpring Group owns and retains ownership of the API, including all intellectual property rights therein.

3. Data

a. **Definitions**. In this Clause 3, **"Controller"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing"**, and **"Supervisory Authority"** have the meaning given to them in Data Protection Law.

b. **Compliance with Data Protection Laws.** The Parties will comply with their respective obligations as Controllers under the Data Protection Laws. This Clause 3 is in addition to, and does not relieve, remove or replace either Party's obligations or rights under the Data Protection Laws.

c. **Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Parties shall implement appropriate technical and organisational measures designed to ensure a level of security appropriate and adequate to the risk. The Parties will assist each other with the fulfilment of their obligations under Data Protection Law to: (i) comply with requests to exercise Data Subject rights; (ii) conduct data protection impact assessments, and (iii) prior consultations with Supervisory Authorities.

d. **Personal Data Breach.** Licensee will notify TreasurySpring without undue delay after becoming aware of any Personal Data Breach affecting Personal Data Processed in the context of the Agreement.

e. **Notice.** The Licensee will inform Data Subjects about the Processing of their Personal Data, and will rely on a valid legal ground for such Processing, as required by Data Protection Law.

f. **Cooperation.** The Parties will cooperate in good faith and inform each other, unless prohibited by Data Protection Law, if (i) they receive a request, complaint or other inquiry directly from a Data Subject or Supervisory Authority, or (ii) they receive a binding or non-binding request to disclose Personal Data from law enforcement, courts or any governmental authority.

4. Parties' obligations

a. **TreasurySpring Obligations.** Subject to the terms and conditions of this Agreement, TreasurySpring will provide access to the API as further described in the Documentation.

b. **Licensee Obligations.** Licensee agrees to perform the Licensee obligations as set forth on Exhibit A. Licensee agrees to use the API only as permitted by applicable law and not in connection with any fraudulent or illegal activity. Licensee further agrees: (i) not to perform any action with the intent of introducing to TreasurySpring Group's systems, products or services any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature; (ii) in connection with its performance under this Agreement, not to defame, abuse, harass, stalk or threaten others or promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements; (iii) to conduct business in a manner that does not reflect negatively on the

TreasurySpring Group and its products and services; (iv) not to make any statement that suggests partnership with, sponsorship by or endorsement by the TreasurySpring Group without the other Party's prior written approval; and (v) not to use web scraping, web harvesting, or web data extraction methods to extract data from the TreasurySpring Group.

5. Use of trademark

You shall not use the TreasurySpring or TreasurySpring Group name, logo or trade marks on any marketing material, public statement or press release without TreasurySpring's prior written consent.

6. Confidential information

a. **Non-Use and Non-Disclosure.** The Receiving Party agrees that, unless the Disclosing Party gives its prior written authorisation, it will: (i) not use the Disclosing Party's Confidential Information for any other purpose other than to perform its obligations under this Agreement; or (ii) not disclose any such Confidential Information to any person or entity except the directors, officers, employees and contractors of the Receiving Party who are required to have such Confidential Information in order to carry out the purpose of this Agreement and who are bound by confidentiality obligations protecting the Confidential Information similar to the provisions hereof.

b. **Maintenance of Confidentiality.** The Receiving Party will prevent the unauthorised access, use, disclosure, dissemination or publication of the Disclosing Party's Confidential Information, using the same degree of care that the Receiving Party uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. The Receiving Party will immediately notify the Disclosing Party in writing (including by email) of any misuse or misappropriation of the Disclosing Party's Confidential Information which may come to the Receiving Party's attention.

c. **Compelled Disclosure.** If the Receiving Party becomes legally obligated to disclose the Disclosing Party's Confidential Information by any governmental entity with jurisdiction over the Receiving Party, then, to the extent permitted by law, the Receiving Party will give the Disclosing Party prompt written notice of such obligations sufficient to allow the Disclosing Party the opportunity to pursue its legal and equitable remedies (including but not limited to making an application for a protective order) regarding such potential disclosure. The Receiving Party will: (i) assert the confidential nature of such Confidential Information to the governmental entities; (ii) disclose only such Confidential Information as is required to be disclosed by law; (iii) use commercially reasonable efforts to obtain confidential treatment for any such Confidential Information that is so disclosed; and (iv) provide reasonable assistance to the Disclosing Party in protecting such disclosure.

d. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by the Disclosing Party, and all copies or extracts thereof or notes derived therefrom that are in the Receiving Party's possession, will be and remain the Disclosing Party's property and will be promptly returned to the Disclosing Party or destroyed (with proof of such destruction), each upon the Disclosing Party's written request.

7. Term and termination

a. **Term.** The term of this Agreement will begin on the Effective Date and continue until terminated in accordance with the terms hereof. TreasurySpring may terminate this Agreement for any reason immediately on notice to Licensee.

b. **API.** Licensee agrees that the form and nature of the API may change without prior notice. Any changes will be effective upon your continued use of the APIs. Licensee also agrees that TreasurySpring may stop (permanently or temporarily) providing the API, or any features within the API to Licensee generally, at TreasurySpring's sole discretion, without prior notice to Licensee.

c. **Effect of Termination.** Upon any termination or expiration of this Agreement, Licensee will immediately discontinue use of API and Customer Data and at a Disclosing Party's request, the Receiving Party will promptly either destroy or return to the Disclosing Party all Confidential Information of the Disclosing Party. Sections 1, 2.b, 2.c, 2.d, 5, 6.d, 7.d, 8, 9, 10, and 11 will survive any termination or expiration of this Agreement.

8. Indemnification

a. **Licensee Indemnity.** Licensee will indemnify, defend, and hold harmless TreasurySpring, its subsidiaries, affiliates, officers, directors and employees ("TreasurySpring Indemnitees"), individually and collectively, against any claims, suits, actions, damages or proceedings ("Claims") to the extent arising from: (i) Licensee's use of the API (or any part thereof) or Customer Data in violation of this Agreement; or (ii) Licensee's breach of Sections 3 or 6. Licensee will indemnify TreasurySpring against any losses, liabilities, penalties or expenses incurred by TreasurySpring in connection with such Claims, including any settlement amounts agreed by Licensee or damages finally awarded to such party in such Claims.

b. **Procedure.** The indemnified Party will provide the indemnifying Party: (i) prompt written notice of any Claim subject to the indemnifying Party's indemnification obligation (provided, however, that failure to provide prompt written notice will only excuse the indemnifying Party from its obligations under this Section to the extent such failure materially prejudices the indemnifying Party), (ii) exclusive control over the defence and settlement of such Claim, and (iii) at the indemnifying Party's sole expense, proper and full information and assistance to settle or defend any such Claim. No settlement of such Claim that involves a remedy other than the payment of money by the indemnifying Party will be entered into without the indemnified Party's prior, written consent.

9. Warranties and disclaimer

a. **Warranties.** Each Party represents and warrants to the other Party that: (i) it has the necessary corporate power and authority to enter into and perform this Agreement; and (ii) it will comply with all applicable laws, rules and regulations (including without limitation data protection and privacy laws and regulations) in the exercise of its rights and obligations under this Agreement.

b. **Disclaimer.** The API and customer data, along with other materials provided by TreasurySpring in connection with this agreement are provided on an "as is" and "as available" basis. Except as expressly provided in section 9a above, TreasurySpring, on behalf of itself and its suppliers, disclaims all warranties and conditions of any kind, whether express, implied or statutory, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement. Neither TreasurySpring nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of any data or information available through the service.

10. Limitation of liability

Except for licensee's breach of section 3 or 6 and amounts payable to third parties by licensee under section 8 (indemnification), each party will not, under any circumstances, be liable to the other party for consequential, incidental, special, or exemplary damages arising out of or related to the transaction contemplated under this agreement, including but not limited to lost profits or loss of business, even if the party is apprised of the likelihood of such damages occurring. In no event will TreasurySpring's total liability to licensee under this agreement for all damages exceed the fees paid by licensee to TreasurySpring in the twelve-month period immediately preceding the occurrence of the claim. No TreasurySpring personnel will have any liability to licensee pursuant to this agreement.

11. Miscellaneous

a. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

b. **No third-party rights.** Unless and to the extent otherwise provided in this Agreement, a person who is not a party to this Agreement shall have no right to enforce any of its terms.

c. **No Waiver.** The waiver by either Party of any breach of this Agreement does not waive any other breach. A Party's failure to insist on strict performance of any covenant or obligation under this Agreement will not be a waiver of such Party's right to demand strict compliance in the future.

d. **Assignability.** This Agreement may not be delegated, assigned or transferred, in whole or in part, by Licensee without TreasurySpring's prior, written consent. TreasurySpring may assign or otherwise transfer this Agreement in connection with a reorganisation, consolidation, change of control, merger, acquisition or sale of substantially all of its assets that relate to this Agreement. Any assignment in violation of the foregoing will be null and void.

e. **Survival.** Sections of this Agreement that, by their terms, require performance after the termination or expiration of these terms will survive, such as, for example, the rights and requirements of section 3(c) Security.

f. **Governing Law; Venue.** This Agreement and any non-contractual obligations arising out of or in connection with this Agreement (and any dispute, controversy or claim of whatever nature arising out of or in any way relating to this Agreement or its formation or any non-contractual obligations arising out of or in connection with this Agreement) shall be governed by and construed in accordance with the laws of Jersey. Each party to this agreement irrevocably agrees that the courts of Jersey are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes arising out of or in any way relating to this agreement or its formation.

g. **Contact Details.** If you have any questions about this Agreement, please contact treasuryspring@summit-group.com.

Exhibit A

Licensee Obligations

1. **Monitoring.** TreasurySpring may monitor the use of the APIs to ensure quality, improve TreasurySpring products and services, and verify Licensee compliance with this Agreement. Licensee will not interfere with such monitoring. TreasurySpring may use any technical means to overcome such interference.

2. **Investigation.** TreasurySpring reserves the right to investigate any application in which the APIs are integrated (**"Application"**) for compliance with this Agreement. Such investigation may include TreasurySpring accessing and using the Application, for example to identify security issues that could affect TreasurySpring or its customers or user. Licensee consents to any such investigation. TreasurySpring may suspend access to the APIs by Licensee or the Application without notice if TreasurySpring reasonably believes that Licensee is in violation of this Agreement.

3. **Open Source.** If any Application developed by Licensee includes any open source software, then (i) Licensee has complied and will comply with all applicable open source software licensing terms and (ii) Licensee has not and will not use any open source software in such a manner that would cause any software or intellectual property rights of TreasurySpring to be subject to any open source software licensing terms, restrictions or obligations.

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