September 2026

NinjaTrader - API License Agreement

THIS IS AN API LICENSE AGREEMENT ("AGREEMENT") BETWEEN YOU AND NINJATRADER, LLC ("NINJATRADER"). FOR PURPOSES OF THIS AGREEMENT, "YOU" OR "YOUR" MEANS BOTH THE INDIVIDUAL ENTERED INTO THIS AGREEMENT AND ANY ENTITY ON WHOSE BEHALF SUCH INDIVIDUAL OR INDIVIDUALS ARE ACTING. BY CLICKING THE "I ACCEPT" BUTTON (OR A SIMILAR ACCEPTANCE MECHANISM PRESENTED BY NINJATRADER), OR BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE API, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS API LICENSE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT CLICK "I ACCEPT" AND DO NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE API.

This Agreement applies to your use of the Application Programming Interface for NinjaTrader's electronic order entry software and related explanatory materials (the "**API**") and includes any upgrades, modified versions, updates, additions, and copies of the API licensed to You by NinjaTrader. You agree that this Agreement is enforceable and that your use of the API constitutes acceptance of the Agreement terms. If you do not agree to the terms of this Agreement, do not use this API. NinjaTrader reserves the right to change the terms of this Agreement at any time by updating the documentation available at https://api.tradovate.com and partner.ninjatrader.com (the "**Documentation**") to incorporate the new terms. You are responsible for regularly reviewing the Documentation to obtain timely notice of such changes. If You object to any such changes, your sole recourse will be to cease using the API. Your continued use of the API after changes to the terms are published constitutes your acceptance of the amended terms.

1. **License**. Subject to the terms and conditions of this Agreement, NinjaTrader grants You a non-exclusive, revocable, nontransferable, non-sublicensable, limited license to: (i) access and use the API solely for the purpose of connecting Your order entry and/or trading program(s) software to NinjaTrader's electronic order entry system to facilitate the entry of futures and options on futures (including foreign futures and options), commodities and commodity options, swaps, foreign exchange, event contracts, single stock futures contracts, perpetual contracts (including all perpetual futures contracts, perpetual swap contracts, digital commodity perpetual contracts and any other perpetual-term derivative transaction), and leveraged spot digital asset contracts and virtual currencies, or such other contracts as offered by NinjaTrader in its sole discretion, trading by Your customers ("**Customer**") through NinjaTrader; and (ii) use and display to Customers certain content and market data made available by NinjaTrader ("**NinjaTrader Content**") on or through Your applications

2. **Acceptable Use Policy**. In addition to the terms and conditions set forth in this Agreement, You agree to comply with the following acceptable use policies: (i) **Prohibition on Accessing Customer Accounts**: You may not access or control customer accounts through the API integration. Customers must have full control over their accounts, and You may not, under any circumstances, act on behalf of a customer or access their account for any purpose; (ii) **Restriction on Promoting Competing Services**: The API integration may not be used to push, redirect, or otherwise encourage Customers to use services or brokerages that compete with NinjaTrader. Any such actions will be considered a breach of this Agreement and grounds for immediate termination; (iii) **Compliance with Applicable Laws and Regulations**: Your software and/or application must comply with all applicable laws, statutes, ordinances, and regulations, including but not limited to those governing data privacy, financial transactions, electronic trading, anti-corruption, economic sanctions, securities and anti-money laundering laws and regulations, the United States Foreign Corrupt Practices Act, and all regulations of the Office of Foreign Assets Control of the United States Department of Treasury, now or hereinafter in effect; (iv) **Prohibited Content**: The integration may not be used in connection with any software or content that promotes or contains viruses or other malware, spyware, adware, or any other malicious code; is pornographic, hate-related, violent, abusive, or otherwise offensive in content; is intended to damage or interfere with the operation of the API, or any website operated by NinjaTrader, or to interfere with the use or access to the NinjaTrader Content; or violates the intellectual property rights of third parties; (v) **Use of Market Data**: You will provide reasonable assistance to NinjaTrader and any applicable exchange, market or clearinghouse (collectively, "Exchange") in identifying any instances where Exchange market data is being used, in whole or in part, by any third party without Exchange approval.; (vi) **Transparency and Disclosure**: You must fully disclose to Customers the nature of the integration, the data collected, and how it will be used. Any failure to provide clear and accurate information may result in termination of this Agreement; (vii) **Security Measures**: You shall implement commercially reasonable security measures, including secure protocols (e.g. HTTPS), encryption of stored credentials,

and procedures to detect and report security breaches, and shall promptly notify NinjaTrader of any security breach affecting the API or NinjaTrader Content; and (viii) **Audit Rights**: NinjaTrader, its affiliates, and any applicable Exchange, upon reasonable advance notice, may audit Your books, records, systems, and other information reasonably related to Your use of the API and any market data received through the API, and You shall provide reasonable cooperation and assistance in connection with any such audit.

3. **Restrictions**. You shall not, directly or indirectly, in whole or in part: (i) copy, modify, license, sublicense, sell, resell, rent, lease, loan, assign, commercially share or otherwise transfer or distribute the API (or any part thereof) or the NinjaTrader Content (including any market data or derivative works based on or using such market data) without NinjaTrader's prior written consent; (ii) use, reproduce, distribute or publicly display any NinjaTrader Content other than to Customers via Your software applications; (iii) modify, remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices, service marks, trade names, logos, or legends) of NinjaTrader or its suppliers displayed on or in connection with the API or the NinjaTrader Content, except as agreed in writing by NinjaTrader; (iv) use the API in violation of U.S. or other applicable laws, statutes, ordinances; (v) permit any action that would adversely affect NinjaTrader's right, title or interest in or to the API; (vi) use the API to build a competitive product or service; (vii) create derivative works of, decompile, decrypt, reverse engineer, disassemble, or otherwise attempt to extract or derive the source code of the API; (viii) provide the API or NinjaTrader Content to any entity or person located in any country subject to comprehensive sanctions by the United States Office of Foreign Assets Control or identified on the United States Department of Treasury's Specially Designated Nationals and Blocked Persons List; (ix) engage in any deceptive, misleading, illegal, or unethical practices; (x) make any representations, warranties, or guarantees concerning NinjaTrader, the API or the NinjaTrader Content which are in addition to or inconsistent with any written documentation provided by NinjaTrader; or (xi) disparage and/or otherwise negatively comment on NinjaTrader's reputation, brand, business operations, products, and services. If You cache or otherwise reproduce any NinjaTrader Content, You shall either delete or refresh such NinjaTrader Content within twenty-four (24) hours after retrieving such NinjaTrader Content through the API. Each API credential allows for a limited number of calls to the API as set forth in the Documentation. NinjaTrader limits the number of simultaneous client connections for one client and for a number of simultaneously used IP addresses, please contact NinjaTrader customer service for information on the current limits. You shall not use the API in connection with any software and/or application unless such software and/or application (x) complies with all applicable laws, statutes, ordinances, and regulations, (y) does not promote or use spyware, adware, or any other malicious program or code, and (z) is not pornographic, hate-related, violent abusive, or otherwise offensive in content. Customers connected to the API may not redistribute NinjaTrader Content (including any market data or derivative works based on or using such market data) to third parties in any manner.

4. **Open-Source Software**. Notwithstanding anything to the contrary, You are not licensed to (and You agree that You will not) integrate or use the API with any Copyleft Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the API in source code form, for the purpose of making derivative works, or at no charge. For the purposes of this Section 4, "**Copyleft Open Source Software**" shall mean software licensed under the GNU General Public License, the GNU Lesser General Public License, Affero General Public License or any other license terms that could require, or condition Your use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, or at no charge. Any violation of the foregoing provision shall immediately terminate all of Your licenses and other rights to the API granted under this Agreement.

5. **Data**. Each party acknowledges and agrees that Customers will own and/or control their own Customer Data. Each party shall transmit Customer Data using the API and each party may use such Customer Data for any purpose authorized by such Customer under its Customer Agreement, provided that such Customer has provided its consent to such transmission and use. Neither party will have any obligation to allow the transmission of Customer Data, unless the Customer has provided its consent to such transmission. Nothing set forth herein is intended to affect any rights or obligations of a party with respect to a Customer, including, without limitation, any rights with respect to any Customer Data. "**Customer Data**" means any data obtained by a party from the use of such party's products by its customers who are also customers of the other Party. "**Customer Agreement**" means, with respect to a party, such party's end user license agreements, privacy policies, terms and conditions, agreements and documentation relating to use of such party's products, whereby, among other things, the user consents to the collection, use and

disclosure, if any, of Customer Data by such party, and any other applicable agreement or related documentation entered into between such user and such party, as the same may be amended from time to time. Please review NinjaTrader's Privacy Policy (https://ninjatrader.com/privacy-policy-clearing/) for information regarding our privacy practices. Each party will comply with its obligations under applicable data protection and privacy laws in connection with this Agreement, including obtaining any consents required for its collection, use, and disclosure of Customer Data. Each party acts as an independent controller of the Customer Data it processes for its own purposes and neither party is, by virtue of this Agreement, "selling" personal information (as that term is defined under applicable law) to the other. Neither party will use Customer Data received from the other party's Customers to directly solicit those Customers to switch to a directly competing service.

6. **Feedback**. Notwithstanding anything to the contrary, if You provide any ideas, suggestions or recommendations to NinjaTrader regarding NinjaTrader's products or services ("**Feedback**"), NinjaTrader shall have sole and exclusive ownership of such Feedback and You hereby assign all right, title and interest to such Feedback to NinjaTrader. For purposes of clarity, NinjaTrader is free to retain, use, make, have made, distribute, sell, offer to sell, import, and incorporate such Feedback in NinjaTrader's products and/or services, without payment of royalties or other consideration to You.

7. **Ownership**. You expressly acknowledge that NinjaTrader and its licensors own all right, title and interest, including without limitation all intellectual property rights, in and to the API, as well as to all updates, enhancements and modifications thereto. As between the parties, NinjaTrader shall have the exclusive right to institute infringement or other appropriate legal action against any alleged, prospective or actual infringement of NinjaTrader's intellectual proprietary rights in the API and shall retain all money received from any such action. You acknowledge that the NinjaTrader Content may incorporate content supplied to NinjaTrader by third parties ("**Third-Party Content**"), and that NinjaTrader's access to such Third-Party Content may be terminated at any time. You further acknowledge that in the event of any such termination, NinjaTrader may immediately remove the applicable Third-Party Content from the NinjaTrader Content without notice to You.

8. **Representations and Warranties**: **(a) NinjaTrader Representations**. NinjaTrader represents, warrants, and covenants to You that: its grant of the license hereunder does and will substantially comply with all applicable laws; and it will not intentionally, or by reason of negligence, use any device, software, or routine, including any viruses or other malware, intended to damage or interfere with the operation of Your website or systems. **(b) Your Representations**. You represent, warrant and covenant to NinjaTrader that: You own and/or have entered into a valid license to use the software and/or trading system that Customers will use in connection with the entry of orders through NinjaTrader; and use of Your trading programs will not infringe, misappropriate or otherwise violate any patent, copyright or other intellectual property of any third party, and that You have all right, title and interest in and to the ownership or use of such trading program(s) and software. (c) **Mutual Representations**. Each party represents, warrants, and covenants to the other party that: it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement will not conflict with or result in a breach of any other agreement to which it is a party.

9. **Updates and modifications to the API**. NinjaTrader may, at its sole discretion, update, enhance or modify the API; however, You understand and that this Agreement does not create any obligation on the part of NinjaTrader to update or modify the API or to provide You with any support or maintenance of the API. You further understand that updates or modifications to the API may: (a) remove or restrict previously existing functionality and/or (b) require You to update or modify Your order entry and/or trading program(s) software. NinjaTrader will use commercially reasonable efforts to provide advance notice of any modification to the API that would materially and adversely affect Your integration, and may throttle or suspend access to the API in the event of usage that NinjaTrader reasonably determines materially impacts the performance or availability of its systems.

10. **Term**. This Agreement is effective until terminated. (a) **Termination by NinjaTrader for Breach** NinjaTrader has the right to terminate this Agreement immediately, if You fail to comply with any term herein. **(b) Termination Without Cause**. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. **(c) Termination by You for Breach**. You may terminate this Agreement upon thirty (30) days' written notice if NinjaTrader materially breaches this Agreement and fails to cure such breach within such notice period. **(d) Insolvency**. Either party may terminate this Agreement

immediately upon notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed for it or its property, or becomes subject to bankruptcy, insolvency, or similar proceedings. **(e) Regulatory Risk**. Either party may terminate this Agreement immediately upon notice if continued performance would, in such party's reasonable judgment, risk a violation of applicable law or regulation, or the loss of any license or registration necessary to conduct its business. **(f) Loss of Exchange Data**. NinjaTrader may terminate this Agreement, or suspend the API, immediately upon notice if any Exchange providing market data ceases to make such data available to NinjaTrader for use under this Agreement. **(g) Consequences of Termination**. Upon any such termination You must remove all full and partial copies of the items in the API from your systems and discontinue the use of the items in the API and You shall pay any unpaid fees due to NinjaTrader. **(h) Survival**. Sections 5, 6, 7, 8, 11 through 15, 17 and 19, will survive any termination or expiration of this Agreement.

11. **Disclaimer**. YOU ACKNOWLEDGE AND AGREE THAT THE API IS PROVIDED "AS IS," WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHER WARRANTIES ARISING BY LAW, STATUTE, OR COURSE OF DEALING. YOUR USE OF THE API IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NINJATRADER OR THROUGH THE USE OF THE API WILL CREATE ANY WARRANTY FROM NINJATRADER.

12. **Indemnification**. In consideration of NinjaTrader's agreement to permit You to connect to NinjaTrader's order entry software, You shall indemnify and hold NinjaTrader harmless from and against any and all claims, lawsuits, liability, damages (both direct and indirect), costs and expenses, including attorneys' fees and costs arising out of any claim: (i) asserted by Customers that involve or concern losses caused by or as a result of order entry malfunction, electronic failure, software or communication error in connection with the transmission of orders through Your software to NinjaTrader; (ii) asserted by third parties against NinjaTrader arising out of or in connection with Your breach of this Agreement; and (iii) that Your software or trading program and applications infringe, misappropriate or violate any third party's patent, trademark, copyright, trade secret or any other intellectual property right. You waive any and all rights You may have to independently defend, settle or compromise any such claims or demands described in this Section 12, and agree to cooperate with NinjaTrader with respect to NinjaTrader's defense, settlement or compromise of any such claim or demand. This indemnification obligation will survive the termination of this Agreement. NinjaTrader will, at its expense, indemnify, defend, and hold harmless You and Your affiliates, and the directors, officers, and employees of each, from and against any claim, demand, suit, or action, and any damage, loss, liability, cost, and expense (including reasonable attorneys' fees), arising from a third-party claim that the API infringes or misappropriates such third party's patent, copyright, trademark, or trade secret, except to the extent such claim arises from Your breach of this Agreement or from the combination of the API with materials not provided by NinjaTrader. This indemnification obligation will survive the termination of this Agreement. **Indemnification Procedure**. A party seeking indemnification under this Section 12 shall promptly notify the other party in writing of the claim. The indemnifying party shall have control of the defense and settlement of the claim, provided that any settlement admitting fault by, or imposing any obligation on, the indemnified party requires the indemnified party's prior written consent, and the indemnified party may participate in the defense with its own counsel at its own expense.

13. **LIMITATION OF LIABILITY**. NINJATRADER, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS AND REPRESENTATIVES SHALL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, EXEMPLARY, INDIRECT, CONSEQUENTIAL, COMPENSATORY, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF GOODWILL, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS ARISING OUT OF OR RELATING TO THE USE OF THE API OR ANY NINJATRADER CONTENT. YOUR USE OF THE API IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH EVENT, NINJATRADER'S TOTAL CUMULATIVE LIABILITY TO YOU WILL BE THE MINIMUM AMOUNT PERMITTED BY LAW. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that these limitations are an essential basis of the bargain between the parties.

14. **Equitable Relief**. You agree that in the event of any infringement of NinjaTrader's intellectual property, money damages will be insufficient to remedy NinjaTrader's loss, and NinjaTrader shall be entitled to all equitable relief, specific performance, injunctions, and restraining orders, in addition to any other applicable legal or equitable rights and remedies, in any court of competent jurisdiction as described herein. You further agree that any breach of Section 19 (Confidentiality) below may cause NinjaTrader irreparable harm not adequately compensable by money damages, entitling NinjaTrader to seek injunctive relief for such a breach in addition to any other available remedies.

15. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of Illinois without giving effect to conflict of law principles thereof. Subject to Section 27, the Parties agree to the exclusive jurisdiction and venue of the federal and state courts located in the County of Cook, State of Illinois, to hear any action, suit, proceeding, or claim arising out of or relating to this Agreement. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LEGAL SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND NEITHER PARTY SHALL BE ENTITLED TO ARBITRATE OR LITIGATE ANY DISPUTE AS A CLASS REPRESENTATIVE OR MEMBER OF ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. To the fullest extent permissible by law, no claim arising out of or relating to this Agreement or Your use of the API may be brought more than one (1) year after the cause of action arose.

16. **Assignment**. You may not assign Your rights or obligations granted under this Agreement without the prior written consent of NinjaTrader. Any attempted assignment or transfer without such prior written consent from NinjaTrader shall be void and of no effect.

17. **Relationship of Parties**. The parties hereto are independent contractors, and no agency, employment, partnership, fiduciary, or joint venture relationship is intended or created by this Agreement. Neither party (nor any agent or employee of that party) is the representative of the other party for any purpose and neither party has the power or authority as agent, employee, or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. No party will be deemed as a third-party beneficiary to this Agreement or any provision herein. This Agreement does not grant to You any rights to use the NinjaTrader name or logos unless expressly approved by NinjaTrader beforehand. You may not make any statement, press release or public announcement that imply any endorsement of You or Your order entry and/or trading program(s) software.

18. **Entire Agreement**. This Agreement supersedes all previous agreements between the parties and constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly superseded and void. If any provision of this Agreement is held to be invalid or unenforceable, then the remaining provisions shall continue to be valid and enforceable according to their terms. To the fullest extent permitted by law and equity, any provision held invalid or unenforceable shall be deemed modified to the minimum extent necessary to make it enforceable, consistent with the parties' original intent.

19. **Confidentiality**. Each party agrees not to disclose, use, or otherwise communicate to any person or entity (other than its own employees and agents who have a specific need to know in connection with the performance of this Agreement and who are bound by confidentiality obligations at least as protective as those in this Section 19) any information regarding the terms of this Agreement or any other confidential or proprietary information of the disclosing party provided under this Agreement ("Confidential Information"), except: (a) to the extent required by law, legal process, or a governmental or regulatory authority, provided the recipient gives the disclosing party prompt notice, where not prohibited from doing so, and seeks confidential treatment of the information; (b) as part of its normal reporting to its directors, auditors, attorneys, or other professional advisors who are bound by confidentiality obligations; (c) to enforce its rights under this Agreement; or (d) if the information becomes publicly known other than through the recipient's breach of this Agreement. NinjaTrader's Confidential Information includes the API, the Documentation, and all underlying trade secrets, formulae, and code. Upon termination or expiration of this Agreement, or upon the disclosing party's request, the receiving party shall promptly return or destroy all Confidential Information of the disclosing party in its possession and, upon request, certify such return or destruction.

20. **Force Majeure**. Neither party will be responsible for any delay or failure in performance of this Agreement to the extent caused by fire, flood, explosion, war, terrorism, embargo, government requirement, act of God, or other cause beyond such party's reasonable control, provided the affected party promptly notifies the other party and uses reasonable efforts to mitigate the delay or failure.

21. **Notices**. Notices under this Agreement must be in writing and delivered by email to the addresses designated by each party in writing from time to time (in the case of NinjaTrader, to the email address(es) identified in the Documentation, and in the case of You, to the email address associated with Your API credentials, unless You designate a different address in writing).

22. **Waiver**. No waiver of any right, obligation, or option under this Agreement will be construed as a waiver of any other right, obligation, or option, or of the same right, obligation, or option on any other occasion.

23. **Counterparts; Electronic Signatures**. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one agreement. An electronic signature will be treated as having the same effect as an original signature.

24. **No Private Right**. Nothing in this Agreement creates a private right of action for noncompliance with applicable law. NinjaTrader's failure to comply with applicable law will not relieve You of Your obligations under this Agreement, nor create any right in Your favor against NinjaTrader.

25. **No Guarantee Against Loss**. You acknowledge that NinjaTrader has made no representation, warranty, or guaranty that You or any Customer will not incur trading losses, and that NinjaTrader has made no representation, warranty, or guaranty as to the present or future value, suitability, availability, or performance of any transaction, contract, product, or service accessed through the API.

26. **Changes in Applicable Law; Event Contracts**. You acknowledge that trading in any product accessible through the API, including event contracts, may be suspended or halted at any time by an Exchange, NinjaTrader, or an applicable regulatory authority, and that the laws, rules, and regulations governing such products may change at any time without prior notice, potentially affecting Your or a Customer's ability to enter, maintain, or close a position. NinjaTrader will have no liability for any losses, costs, or damages arising from any such suspension, halt, or change in law. Nothing in this Agreement concedes the applicability of any particular jurisdiction's law to any product accessible through the API, and NinjaTrader reserves all rights and defenses with respect to such applicability.

27. **Dispute Resolution**. Any dispute, controversy, or claim between the parties arising out of or relating to this Agreement that cannot be resolved by the parties will be settled by final and binding arbitration in accordance with the provisions of this Section and the Commercial Arbitration Rules of the American Arbitration Association. The parties expressly waive any right, interest, claim or ability to maintain any class, collective, or representative action in any forum and no arbitrator shall have the authority to combine or aggregate similar claims or conduct any class, collective, or representative action in arbitration, nor to make any award to any person or entity who is not a party to the arbitration. The parties acknowledge, agree and stipulate that the arbitration proceedings will occur in Chicago, Illinois, and each party will bear its own arbitration costs and an equal share of the arbitrator's fees. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs. The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. No arbitration award may provide or include a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid, will be void, will have been issued beyond the jurisdiction of the arbitral panel, and shall be vacated. This Section will not apply to litigation commenced solely for the purpose of seeking injunctive or other equitable relief from any court of competent jurisdiction as contemplated under Section 14 or to enforce this written agreement to arbitrate, consistent with Section 15.

28. **Electronic Acceptance**. This Agreement may be accepted electronically, including by clicking “I Accept” (or a similarly labeled button) or by accessing, downloading, installing, or using the API, and such acceptance will have the same legal force and effect as a handwritten signature, to the fullest extent permitted under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state law, including the Uniform Electronic Transactions Act (UETA). If You are accepting this Agreement on behalf of an entity, You represent that You have the authority to bind that entity, and “You” and “Your” will refer to that entity. NinjaTrader will maintain a record of Your acceptance, which may include the date and time of acceptance, the version of this Agreement accepted, and other identifying information associated with Your account or API credentials, as evidence of Your assent to this Agreement.