# TradeControl

## End User Licence Agreement

TrGO TradeControl for NinjaTrader 8

Version 1.0 | 6 September 2026

**Important information before you agree**

TradeControl is an auxiliary tool for your own discretionary retail trading. It is not a professional risk-management service and does not take over supervision of your account. Its trading restrictions are conditions of permitted use, not a promise that the Software will enforce them automatically.

The Provider is not acting as an investment firm, financial adviser, investment adviser, broker, portfolio manager or other provider of regulated investment services through TradeControl. Neither the Software nor the Provider, through the provision of the Software, provides investment advice, financial advice, personalised recommendations, portfolio management, discretionary trading, suitability assessments or recommendations to buy, sell, hold or otherwise transact in any financial instrument.

TradeControl does not encourage or invite the User to invest, speculate or trade in financial markets. The decision whether to trade, whether to remain invested, which instrument to use, the direction of a trade, its timing, size, leverage, entry, stop, target and any other trading parameter is made exclusively by the User. Features, calculations, risk indications, examples, documentation, interface elements and technical information supplied by TradeControl are provided solely to support the User's own discretionary use of the Software and must not be understood as financial or investment advice or as a recommendation concerning any transaction.

Annex A requires independent checks from EUR 250 of Committed Own Capital and prohibits initiating or increasing a combined economic exposure above EUR 2,000. Committed Own Capital is the highest of required margin, a conservative stress-loss estimate and notional exposure divided by permitted leverage. It is not merely the displayed loss to a stop. A single minimum-size contract can exceed the limit. Leveraged short exposures are subject to an additional aggregate limit of 2% of Available Free Margin. Restrictions also apply to unprotected positions and high-impact economic events.

Trading losses can exceed these figures. Acceptance does not waive mandatory consumer rights, excuse a defect attributable to the Provider or impose a ceiling on legally recoverable compensation. Read the whole Agreement, including Annex A, before purchasing or using the Software.

## 1. Provider and agreement

**1.1.** This End User Licence Agreement ("Agreement") is between Gonzalo Sánchez Pla, ID 24360272Y, Calle Duque de Ahumada, nº 2, 28232 Las Rozas de Madrid, Madrid, Spain ("Provider", "we", "us"), and the individual accepting it ("User", "you"). Our contact email is contacto@tradecontrolapp.com.

**1.2.** "Software" means TradeControl, distributed under the product name TrGO TradeControl, its installer, supplied local components and associated updates supplied under this Agreement. NinjaTrader, your broker, market data services and separately supplied third-party products are not part of the Software.

**1.3.** This Agreement governs the Software licence, permitted use and associated responsibilities. The purchase conditions supplied for your transaction govern the subscription's commercial parameters. Optional technical assistance and training are separate services when expressly contracted. Mandatory remedies for defective supply are not optional paid services.

## 2. Acceptance

**2.1.** You must be at least eighteen years old and legally capable of entering into this Agreement. The licence is for an individual using the Software for the personal retail purposes specified in Annex A, not for an organisation or for managing another person's money.

**2.2.** This Agreement and its material use restrictions must be made available in a form you can retain before you become bound by a purchase to which they apply. The installer also presents the Agreement for express acceptance before allowing installation to proceed, including before selection of a detected NinjaTrader installation. Select the acceptance control only after reviewing the text. Scrolling, downloading or possessing the installer is not, by itself, acceptance.

**2.3.** If you do not accept, do not continue acquisition, installation or use the Software. Declining terms first presented after a purchase does not waive remedies for a failure to disclose those terms before that purchase or permit us to impose undisclosed restrictions retrospectively.

**2.4.** Installer acceptance does not purchase a subscription, select a plan, authorise payment or waive a statutory withdrawal or refund right. A prior purchase does not dispense with the installer acceptance step. You may save the Agreement and request its applicable version by email. The version applicable to your transaction and acceptance governs, subject to section 16.

## 3. Contract documents and priority

**3.1.** Annex A, "Retail Use, Financial Exposure Limits and Responsibility", forms part of this Agreement. It applies to use under every subscription and trial, within the scope specified in the Annex. The introductory notice summarises important points and does not replace the detailed provisions.

**3.2.** General website terms are published on the TradeControl website under Legal / Terms. Only terms properly disclosed and incorporated into your transaction bind you. A link to a website does not incorporate every future version of its content. This Agreement does not reproduce a plan catalogue or provide plan selection inside the installer.

**3.3.** Mandatory law prevails. Subject to it, a valid and expressly agreed individual term prevails over general wording. This Agreement, including Annex A, prevails over general website wording on licensing, permitted use and Software-related responsibility. Purchase conditions determine the purchased entitlement and commercial parameters but do not override the consumer protections preserved here. Annex A supplies the specific financial calculations and trading restrictions; its responsibility provisions must be read consistently with section 14.

**3.4.** No general website disclaimer overrides the correction commitment in section 12 or introduces a liability cap or financial-loss exclusion absent from section 14. Binding pre-contractual descriptions, advertised characteristics and representations retain the effect given to them by applicable law. An unannounced website or manual change does not amend this Agreement.

## 4. Licence grant and entitlement

**4.1.** Subject to this Agreement and your valid entitlement, we grant you a personal, non-exclusive licence to install and run the Software in object-code form for permitted use. You acquire a licence, not ownership of the Software or a right to its source code.

**4.2.** The distributed package is separate from the entitlement activated through the applicable purchase or trial process. The installer does not itself grant a paid entitlement or a trial. Possession, copying or reinstallation does not create, extend or renew one.

**4.3.** Your entitlement's duration and any user, installation or simultaneous-session allowances are those disclosed and agreed for your transaction or trial activation. The common installation package does not silently substitute different allowances. A limit not properly disclosed cannot be imposed merely by referring to unspecified licensing rules.

**4.4.** You may make copies necessary for authorised installation and use, and a lawful backup. You must not share an entitlement or sublicense the Software. Transfer requires our agreement except where applicable law gives a transfer right that cannot be restricted. The restrictions in section 6 remain subject to protected statutory rights.

## 5. Trial, payment and cancellation

**5.1.** The trial lasts thirty days from activation, subject to the eligibility and activation conditions disclosed before activation. Reinstalling does not grant an additional trial. A trial is subject to the same permitted-use restrictions as a paid entitlement and is not evidence that real-money trading is suitable for you.

**5.2.** Prices, taxes, billing periods, renewal arrangements, cancellation methods and payment administration must be disclosed in the relevant purchase process. This Agreement does not change an agreed price or authorise conversion from a trial to a paid subscription. Any recurring payment requires the authorisation required by applicable law.

**5.3.** Cancelling renewal stops future renewal charges in accordance with the agreed cancellation process. It does not, by itself, end an already paid entitlement before the end of its paid period. This is distinct from withdrawal, termination for breach and other rights that may require an earlier end or a refund. Uninstalling the Software is not, by itself, a request to cancel recurring billing.

**5.4.** Statutory withdrawal, cancellation and refund rights remain available. Where immediate supply of digital content can lawfully result in loss of a withdrawal right, that consequence requires the separate prior express consent, acknowledgement and confirmation required for the particular transaction. Installer acceptance alone is insufficient. Different rules may govern a separately purchased service that has begun or been fully performed.

**5.5.** No statement that sales are final overrides mandatory remedies. The absence of a general change-of-mind refund does not exclude a refund for defective supply, a valid statutory withdrawal or another legally protected ground.

## 6. Proprietary rights and prohibited exploitation

**6.1.** We and the relevant rights holders retain intellectual property rights in the Software and supplied materials. This Agreement grants neither ownership of our proprietary code nor a general right to obtain or distribute its source code. Separately licensed third-party components are governed as set out in section 7.

**6.2.** Without permission or an applicable legal right, you must not redistribute, sell, rent, lend, repackage or make the Software available to others; distribute altered or unauthorised derivative copies; remove proprietary notices; or impersonate the Provider or imply an affiliation or endorsement that does not exist.

**6.3.** You must not circumvent entitlement checks, use another person's credentials without authority, obtain repeated trials through deception, interfere unlawfully with distribution or validation systems, commit fraud or infringe third-party rights. You must not use the Software for the prohibited professional or third-party activities in Annex A.

**6.4.** Reverse engineering, disassembly, decompilation, observation and testing are restricted only to the extent legally permissible. Nothing prohibits an act that applicable law protects for interoperability, backup, error correction, study or another protected purpose, or requires permission where the law grants the right without it.

**6.5.** Nothing prohibits truthful reviews, lawful criticism, defect or vulnerability reporting, contact with regulators, obtaining legal advice or protected disclosures. Those activities do not authorise unrelated unauthorised access or infringement.

## 7. Third-party systems and compatibility

**7.1.** The Software depends on a compatible NinjaTrader environment and the connections, permissions and services involved in your use. You must obtain the platform, broker and data permissions required for your activity. Those third parties' own terms govern their services.

**7.2.** The Provider and NinjaTrader are separate parties. Integration does not imply that NinjaTrader, a broker or another third party endorses, guarantees or supervises TradeControl.

**7.3.** Supported environments, material compatibility requirements and necessary connectivity must be disclosed before purchase. Compatibility is limited to what is agreed or legally required. There is no promise of compatibility with every add-on, future platform release, operating-system change or broker configuration. This does not excuse a failure to meet the compatibility promised for your purchase.

**7.4.** Where your instructions invoke a NinjaTrader ATM strategy or another third-party mechanism, that mechanism's subsequent operation depends on its settings and the relevant systems. Delegation to such a mechanism is not continuous supervision by TradeControl. Our responsibility for correctly performing the Software's own agreed functions is unaffected.

**7.5.** A separately licensed component supplied with the Software retains its accompanying licence and notices. This Agreement neither reduces rights under that licence nor converts that component into our proprietary work.

## 8. Function, instructions and financial exposure

**8.1.** TradeControl assists with drawing trading levels, calculating estimates and submitting market, pending and closing instructions through NinjaTrader according to your selected settings and the functions documented for your version. It does not make your investment decisions or take over ongoing account or position supervision after submission. Documented closing functions do not amount to continuous portfolio or position management.

**8.2.** A documented pre-submission check, warning, configurable restriction or closing function remains part of the agreed functionality when supplied with your entitlement. Describing the Software as auxiliary does not remove that function or our responsibility for its conformity. Such functions do not guarantee that all risks or every Annex A restriction are detected or blocked.

**8.3.** Annex A defines permitted use, leverage references, capital calculations, financial thresholds, independent checks and trading restrictions. These are contractual duties, not a representation that the Software computes every required figure or enforces every prohibition.

**8.4.** We do not undertake under this Agreement to provide investment advice, personal recommendations, portfolio management, suitability assessments or a regulated brokerage service. No return, avoidance of loss, evaluation-account result or third-party payout is promised. Your use remains subject to the laws and account conditions that actually govern it.

## 9. Software defects and trading losses

**9.1.** Trading can cause capital losses and, where the instrument and account arrangement permit, losses exceeding a deposit. Technology may cause losses independently of whether your trading decision was sound.

**9.2.** The Software may contain defects affecting calculations, quantities, prices, directions, account or instrument selection, displayed information, state handling or instruction submission. Instructions may be omitted, duplicated, delayed, rejected, partially filled or different from those intended. Modification, cancellation and closing instructions may fail. Freezes, restarts, disconnections and differences between displayed and actual states may prevent timely intervention.

**9.3.** These risks include defects attributable to us as well as market events, user actions and third-party failures. Describing a risk neither establishes that a particular defect exists nor waives responsibility for it.

**9.4.** TradeControl operates passively in relation to market, account, order, position, instrument and other system information. It does not independently originate, obtain, verify or maintain an authoritative real-time state of the market, the broker, the trading account or NinjaTrader. Any price, volatility measure, order or position status, account value, instrument information, trading state or other information displayed or used by TradeControl reflects only the most recent relevant information, update, event or message received by TradeControl from NinjaTrader through the interfaces available to it.

Information displayed by TradeControl must therefore not be understood as a representation or guarantee of the current, real-time or authoritative state of the market, NinjaTrader, the broker or the User's trading account. The underlying state may have changed after the last information received by TradeControl and before a corresponding subsequent update reaches and is processed by the Software.

Information received by TradeControl may be delayed, incomplete, stale, duplicated, received out of sequence or not received at all as a result of latency, connectivity conditions, platform behaviour, broker or data-provider behaviour, market conditions, local system performance or other technical circumstances. TradeControl cannot reflect a change of which it has not yet received the corresponding information.

Where the actual current state is material to a trading decision or instruction, the User must verify that state through NinjaTrader, the broker or another appropriate authoritative source before relying on information displayed by TradeControl.

Nothing in this paragraph excludes responsibility for a defect attributable to the Provider where TradeControl incorrectly processes, calculates or displays information that it has in fact received.

**9.5.** Simulations, demonstrations, examples and historical or hypothetical results do not guarantee live execution or future performance. No compatibility with an evaluation firm's rules, account eligibility or payment by that firm is guaranteed. This warning does not authorise uses prohibited by Annex A.

## 10. User checks and contingencies

**10.1.** Perform the checks in Annex A, exercise reasonable care in configuring your environment and retain practical access to NinjaTrader or the broker to inspect and manage orders and positions independently of TradeControl.

**10.2.** Verify the selected account and whether it involves real funds or a genuine simulation using reliable platform or account-provider information. Do not rely solely on an account name or on TradeControl to determine the legal or financial nature of an account. When an instruction's status is uncertain, check it before repeating it.

**10.3.** On identifying a material error, take reasonable steps to avoid compounding exposure and report it where appropriate. The steps required are proportionate to the information and controls reasonably available to you. You are not required to discover hidden defects, predict every failure or guarantee correct software behaviour.

**10.4.** Where you have a specific doubt about a function that may affect real funds, verify it in a genuine simulation or another environment without real financial consequences before relying on it live. This precaution does not excuse misleading documentation or remove agreed functionality or our legal responsibility.

**10.5.** Protect your credentials and maintain reasonable backups of configurations. Unauthorised activity is assessed on the facts and applicable law; another person's possession of your credentials does not automatically make every resulting loss your responsibility.

## 11. Updates and product changes

**11.1.** We will supply the updates, including security updates, necessary to meet applicable conformity obligations for the agreed supply period or other period required by law. New features beyond what was agreed are not automatically included.

**11.2.** Changes may be made for valid reasons such as correcting defects, maintaining agreed compatibility, addressing security threats or complying with law. Changes beyond what is necessary for conformity remain subject to applicable restrictions, required notices and remedies. We will not use an update to remove agreed essential functionality without a lawful basis and the rights required by law.

**11.3.** Where legally required, notice of a change and its timing will be provided on a durable medium, together with any right to retain a conforming version, terminate or obtain a refund. Necessary conformity updates are not subject to an additional charge. A change to financial use restrictions must also satisfy section 16.

**11.4.** If you do not install a necessary update, consequences for responsibility arise only to the extent allowed by law, taking account of adequate notice, installation instructions and the actual cause of the problem. You must not be required to install an update during an open trade without regard to avoidable trading risk.

**11.5.** No indefinite compatibility with all future third-party versions is promised. Version withdrawal or discontinuation remains subject to existing supply commitments and mandatory remedies. Neither an update nor its notice is a promise that open positions will be protected automatically.

## 12. Error correction, contact and paid support

**12.1.** We undertake to investigate reported Software errors and correct errors affecting its agreed functions within a reasonable time, normally by supplying a corrected version. Mandatory correction is free of charge and must meet the legal requirements for restoring conformity. This commitment does not include developing functionality never agreed or undertaking unlimited integration work for an unsupported environment.

**12.2.** If correction is impossible, legally disproportionate, unsuccessful or not provided within the legally required conditions, the applicable rights to price reduction, termination, refund or other remedy remain available. Supplying a correction does not automatically settle a separate compensation claim.

**12.3.** No additional service level agreement, guaranteed availability level or fixed technical repair deadline is given. This does not remove a statutory complaint-response deadline, the reasonable-time correction duty or any other binding commitment.

**12.4.** Report errors to contacto@tradecontrolapp.com. We may request reasonably necessary information, such as the version, relevant configuration, incident time, reproduction steps and available records, using proportionate and minimally intrusive means. Do not send passwords, broker credentials or access secrets. We may not require paid assistance or unnecessary remote access as a condition of a mandatory remedy.

**12.5.** Where the law measures the correction period from notification of a lack of conformity, it begins at that notification, not at an arbitrarily later date when we consider a file complete. A genuine inability to investigate because necessary information is unavailable may be considered to the extent allowed by law and its actual effect on the investigation. It does not automatically pause all deadlines or eliminate an affected period for a price reduction.

**12.6.** Optional technical assistance and training require separate agreement on their scope and price. Their prices may change for future purchases without changing an existing support contract. Such services are offered in English; Spanish-language optional support is not guaranteed. This does not restrict legally required information, complaint handling or remedies in a language required by applicable law.

**12.7.** Maintaining a contact address does not include unlimited free training, configuration work or general technical consultancy. Necessary handling of a defect claim and a remedy required without charge remain separate from those optional services.

## 13. Warranties and mandatory conformity

**13.1.** We do not give additional voluntary guarantees of uninterrupted operation, perfect accuracy, absolute security, absence of all defects, correction by a fixed technical deadline, universal compatibility, investment suitability, profitable trading or execution at a particular time or price.

**13.2.** Those statements do not exclude agreed characteristics, binding descriptions, reasonable care where legally required, the correction commitment in section 12 or mandatory conformity, update and security obligations. Paying for or using the Software is not acceptance of any defect without a remedy.

**13.3.** No implied quality, fitness, title or other warranty is excluded where the applicable law preserves it. A remedy described in this Agreement is not exclusive where the law provides additional remedies. Free or trial use does not waive any liability or protection that remains legally applicable to that use.

## 14. Responsibility and compensation

**14.1.** This Agreement does not impose a general monetary cap based on the Software's price, a monthly fee or fees paid during a specified subscription period. The EUR 2,000 and aggregate 2% restrictions are conditions of permitted use, not limits on compensation or guarantees of maximum loss.

**14.2.** We are responsible for losses for which applicable law makes us responsible. Recoverability depends on the relevant breach or other legal basis, causation, recoverable damage and the other requirements of that law, including applicable rules on foreseeability and mitigation. A loss is not automatically recoverable merely because it occurred while using TradeControl, nor automatically excluded because it is a trading loss, lost opportunity or lost profit.

**14.3.** We are not responsible for losses to the extent they arise exclusively from matters for which we have no legal responsibility. If a Software defect or our breach contributes alongside a market event, user act or third-party failure, responsibility is assessed for that contribution under applicable law. The mere involvement of a third party is not a complete defence.

**14.4.** Your breach of a use restriction or failure to take a reasonably available precaution does not automatically extinguish a claim. Its consequences depend on its actual contribution to the loss and applicable law. No statement here reverses a statutory burden of proof or requires you to prove matters that the law requires us to establish. You need not identify a hidden programming defect to report a problem or request a mandatory remedy.

**14.5.** Nothing excludes liability for fraud, intentional wrongdoing, gross negligence, death or personal injury where exclusion is unlawful, or any other non-excludable liability. Correction, a price reduction or a refund does not by itself extinguish an independent legal entitlement to compensation. There is no right to recover the same loss twice.

**14.6.** You do not give a blanket indemnity against all third-party claims or assume our own liability. Either party retains lawful remedies for conduct attributable to the other. The investigation and resolution of a claim must preserve evidence reasonably available to the parties and comply with applicable procedural and data-protection rules; no additional universal logging obligation or contractual claim deadline is created here.

## 15. Expiration, suspension and termination

**15.1.** Access to licensed functions ends when the entitlement expires or is lawfully terminated. The Software stops functioning on licence expiry. Cancelling renewal is distinguished from immediate termination as set out in section 5. Expiration does not cancel orders, close positions or restore protective instructions.

**15.2.** Do not assume that a validation failure, disconnection, suspension, update or removal will preserve TradeControl controls or take action on outstanding trades. Verify and manage actual trading status through NinjaTrader or the broker. Even an action permitted by Annex A may be unavailable after entitlement ends or during a technical failure.

**15.3.** We may suspend access where reasonably necessary to address a material licence breach, fraud, unlawful use or a concrete security threat. Measures must be proportionate and must not be used to avoid a legitimate defect claim. Where practicable and lawful, we will explain the reason and give notice. For a remediable breach without a need for immediate action, we will allow a reasonable opportunity to remedy it before termination. You may challenge an error through the contact address.

**15.4.** An erroneous denial of a valid entitlement remains subject to applicable restoration and other remedies. A suspension does not automatically forfeit prepaid sums or accrued rights. No provision authorises us to close your trading positions remotely merely because access is suspended.

**15.5.** On valid termination, cease unauthorised use and remove copies you have no right to retain. Rights to preserve evidence, retrieve information, retain a lawful backup or exercise other mandatory rights remain unaffected. Reinstallation does not revive an expired entitlement. Termination does not extinguish accrued responsibility, payment or refund rights, intellectual property rights or dispute provisions needed to enforce them.

## 16. Changes to this Agreement

**16.1.** Changes will be identified by version and communicated before we rely on them against you. Material changes requiring agreement will be presented for express acceptance. Continued use alone does not replace that agreement where it is required.

**16.2.** Changes do not retrospectively alter responsibility for an earlier event or silently reduce an existing paid entitlement. If you decline a proposed material change, the consequences for continued supply, termination and refunds are governed by the commitments and rights already applicable, not by an automatic forfeiture rule.

**16.3.** A manual update, website edit or newly published risk policy is not, by itself, agreement to additional licence or financial restrictions. Changes required by mandatory law retain the effect given to them by that law.

## 17. Information, privacy and feedback

**17.1.** Processing connected with local operation or licence validation must be distinguished from purchasing, correspondence, support and optional diagnostics. The applicable privacy information must describe actual processing, purposes, legal bases, recipients, retention and rights where required. This Agreement is not a substitute for that information.

**17.2.** Acceptance is not consent to marketing, unrestricted collection of trading information, diagnostic uploads or remote access. Any processing must have its own lawful basis; consent is required only where that is the appropriate legal requirement. Remote access, if separately offered, requires specific authorisation and is not granted by accepting this Agreement.

**17.3.** You retain your rights in your information. Information requested for an investigation must be relevant and handled under the applicable privacy information. Where data retrieval or return is legally required on termination, licence expiration does not remove that right. This does not represent that the Provider holds data stored only on your own device or with your broker.

**17.4.** We may consider voluntarily submitted feedback for product improvement. Sending feedback does not transfer your unrelated intellectual property, account information or confidential materials. Public use of identifying testimonials or private correspondence requires an appropriate separate legal basis or permission.

## 18. Governing law and consumer protections

**18.1.** Spanish law governs this Agreement. This choice does not deprive you of mandatory protections of another law that would apply without the choice, including protections of your country of habitual residence where the relevant consumer conflict-of-laws rules so provide. Legal consumer status depends on applicable law and circumstances, not merely on a label in this Agreement or a broker's classification.

**18.2.** For consumers in Spain and elsewhere in the European Union or EEA where the relevant rules apply, mandatory rights concerning pre-contractual information, supply, conformity, updates, correction, price reduction, termination, refunds and compensation remain unaffected. Required consent to immediate digital supply and acknowledgement of the consequences for withdrawal are separate from installer acceptance.

**18.3.** For United Kingdom consumers, applicable statutory rights concerning digital content or services, quality, fitness, description, remedies and unfair terms remain unaffected. For Australian consumers, applicable Australian Consumer Law guarantees and remedies cannot be excluded by this Agreement. A separate mandatory local notice, where required, supplements rather than reduces these rights.

**18.4.** For United States consumers, applicable federal and state rights remain unaffected. This Agreement contains no mandatory arbitration, class-action waiver or jury-trial waiver. It does not claim identical enforceability in every state. Applicable Canadian provincial protections, including mandatory language requirements where relevant, also remain effective.

**18.5.** Mandatory protections elsewhere likewise remain available, including compulsory language, notice, warranty, remedy and jurisdiction requirements. Supply and use remain subject to actual legal prohibitions governing the transaction. You do not assume the Provider's own compliance obligations through this Agreement.

## 19. Complaints, disputes and general provisions

**19.1.** Send complaints to contacto@tradecontrolapp.com or the postal address in section 1. We will provide the record and response required by applicable consumer law. Where the Spanish statutory complaint-response rule applies, complaints will be answered as promptly as possible and within its maximum period of fifteen calendar days, subject to any shorter applicable requirement. A complaint-response period is not a guarantee that every technical defect will be corrected within that period.

**19.2.** This Agreement imposes no additional compulsory informal dispute process. Statutory pre-action or alternative-dispute requirements, where applicable, remain effective, as do rights to urgent relief and complaints to authorities. We will provide information about an appropriate alternative-dispute entity where legally required and state whether we are obliged or willing to participate. No membership of a particular scheme is represented here.

**19.3.** Disputes may be brought before the courts competent under applicable law. This Agreement does not impose exclusive Madrid jurisdiction on a consumer or restrict a mandatory right to bring proceedings elsewhere. We may sue a consumer only before a court permitted by the applicable jurisdiction rules.

**19.4.** If a provision is invalid, the rest continues where legally possible. An invalid consumer term is not automatically rewritten into the most restrictive lawful alternative. Ambiguities are interpreted under applicable law, including any rule favouring the consumer.

**19.5.** Failure to enforce a provision immediately is not a permanent waiver. Assignment or a supplier change does not remove rights or increase your duties without a lawful basis. Events beyond reasonable control have only the consequences permitted by law; a Software defect is not automatically force majeure.

**19.6.** This Agreement is drafted in English. For Users in Spain, a Spanish-language version will also be provided. Both versions form part of the contractual documentation made available to those Users.

## 20. Acceptance statement

By selecting "I have read and accept the TradeControl End User Licence Agreement, including Annex A", you expressly accept this Agreement. The financial-use restrictions and technology risks are material conditions of use. Your acknowledgement is not a waiver of the rights and responsibilities preserved by sections 12 to 14 and 18, or by Annex A, paragraph A8.

# Annex A

## Retail Use, Financial Exposure Limits and Responsibility

This Annex forms part of the Agreement. References A1 to A9 refer to this Annex. The main Agreement's definitions of Software, Provider and User apply. All amounts and calculations below are contractual use criteria, not personal investment recommendations or representations that trading is safe.

THE PROVISIONS BELOW DO NOT CONSTITUTE TRADING ADVICE, INVESTMENT ADVICE, FINANCIAL ADVICE, A RECOMMENDATION CONCERNING ANY FINANCIAL INSTRUMENT OR AN INVITATION OR ENCOURAGEMENT TO TRADE OR INVEST.

THEY ESTABLISH CONTRACTUAL CONDITIONS FOR THE PERMITTED USE OF TRADECONTROL, INCLUDING EXPOSURE LIMITS, VERIFICATION REQUIREMENTS AND CIRCUMSTANCES IN WHICH THE SOFTWARE MUST NOT BE USED. THEY DO NOT ASSESS WHETHER ANY TRANSACTION IS SUITABLE, APPROPRIATE OR ADVISABLE FOR THE USER.

### A1. Purpose and permitted users

**A1.1.** TradeControl is an auxiliary tool for individuals making their own discretionary retail decisions. It assists with chart levels, estimates and submission of market, pending or closing instructions through NinjaTrader according to selected settings. It is not a professional risk-management system and does not provide ongoing position supervision after submission. Its documented functions remain subject to the conformity obligations in the main Agreement.

**A1.2.** Use as part of a professional trading business, institutional use, trading for clients, management of third-party assets and other commercial provision of trading services are prohibited. Seeking a return on your own personal investments does not, by itself, make use professional. This licence does not authorise trading capital owned by an employer, client or funding firm. A label such as retail, funded, evaluation or simulated does not itself establish permitted use or ownership of the capital.

**A1.3.** The financial restrictions apply to instructions capable of creating or increasing real economic exposure, including during a trial. Personal practice in a genuine simulation without real orders, third-party asset management or performance-based financial consequences may use hypothetical figures to test the calculations, without a requirement to deposit fictitious capital. Simulation does not authorise a real transaction outside the limits or warrant equivalent live results. This clarification does not authorise a commercial or funded-account activity otherwise prohibited by A1.2.

### A2. Maximum permitted leverage

**A2.1.** The following are contractual reference ceilings, derived from the European retail CFD framework: major currency pairs, 30:1; other currency pairs, gold and major equity indices, 20:1; commodities other than gold and other equity indices, 10:1; individual equities and other underlying reference values, 5:1; crypto-assets, 2:1.

**A2.2.** The classification reference is Annex I to the Spanish CNMV Resolution of 27 June 2019. Major currency pairs combine two of USD, EUR, JPY, GBP, CAD and CHF. Major equity indices are FTSE 100, CAC 40, DAX (identified as DAX30 in that reference), DJIA, S&P 500, NASDAQ Composite, NASDAQ 100, Nikkei 225, ASX 200 and EURO STOXX 50. An unlisted index is not treated as major merely because it is popular. An unclassified underlying falls within the 5:1 residual category unless a stricter category or rule governs it.

**A2.3.** The maximum permitted leverage, L, is the lowest of the relevant contractual ceiling, any lower mandatory ceiling applicable to the User, account, instrument or transaction, and any lower ceiling imposed by the broker or trading venue. A permission to use greater leverage does not increase this contractual ceiling. A legal prohibition remains a prohibition.

**A2.4.** These reference ceilings also govern contractual use with a future or another derivative. They are not a statement that every jurisdiction or instrument has identical statutory leverage or margin rules. Required margin and other applicable regulatory conditions must be assessed separately. The capital allocation in A3 cannot authorise violation of a statutory or broker requirement.

**A2.5. Special provision.** Where the leverage actually used (*Lused*) exceeds the applicable TradeControl reference leverage (*Lref*), but remains legally permitted and permitted by the legislation, broker or trading venue, the relevant monetary and percentage exposure limits under this Annex shall be multiplied by the reduction factor K, calculated as follows:

**K = min(1, Lref / Lused)**

Higher leverage therefore reduces the applicable permitted-use limits proportionally and does not increase them. Use of leverage above any mandatory legal, regulatory, broker or trading-venue limit remains prohibited. This adjustment is a contractual risk-control mechanism and does not represent or guarantee that different leverage levels involve economically equivalent risk.

## A3. Committed Own Capital and Available Free Margin

**A3.1.** "Committed Own Capital", or C, is the following conservative measure of the own capital required for the intended economic exposure, expressed in euros:

**C = max(M, R, N / L)**

**A3.2.** M is the margin or collateral required for the intended trade under applicable broker, venue and regulatory requirements, taking account of the intended holding period and reasonably foreseeable changes relevant to that holding period. A temporary intraday margin must not be treated as the overnight requirement.

**A3.3.** R is an independently assessed, conservative estimate of the greatest reasonably foreseeable loss from the intended trade under adverse conditions. It includes relevant charges, volatility, gaps, liquidity, slippage, delays, possible stop failure and the time reasonably needed to detect a problem and respond through the platform or broker. It is not limited to the displayed loss at a stop and must not assume guaranteed execution. This stress estimate is different from the absolute maximum-loss test for an unprotected position in A7.2. It is based on information reasonably available before the instruction, not an obligation to foresee every later event or hidden defect.

**A3.4.** N is the absolute notional exposure of the intended position, not margin, the premium alone or the planned stop loss. For a linear futures contract, use quantity, contract multiplier and the relevant reference price under the contract specifications. For another structure, use its appropriate contract-specific exposure measure; do not use a convenient substitute that understates exposure. L is determined under A2. Amounts in another currency must be converted using a reasonably current independent exchange rate. Do not round a threshold breach down to obtain permission.

**A3.5.** You must have sufficient own funds available in the relevant account to support the calculated commitment. The same funds must not support more than one concurrent exposure. Borrowing capacity, anticipated deposits and funds in another account that are not available in the relevant account do not satisfy this requirement.

**A3.6.** "Available Free Margin", or F, means own funds remaining available in the relevant account after accounting for required margin, existing positions, outstanding commitments and funds already allocated to other exposures. It excludes borrowing capacity and unavailable funds. For a proposed instruction, use the position that would result if it and the outstanding entry instructions capable of execution were filled. Adjust a broker's displayed free-margin figure for commitments not yet reflected in it. Count each commitment or margin deduction once; do not deduct it again merely because it also appears in a capital calculation.

**A3.7.** C is not the account balance or a guarantee of maximum loss. F is not the account's headline balance or advertised buying power. When the necessary figures or compliance cannot reasonably be established, do not use TradeControl to initiate or increase the real exposure.

## A4. Financial thresholds

**A4.1.** Before opening a trade, adding to a position or changing an instruction so that exposure increases, apply these thresholds to the combined economic exposure calculated under A6:

(a) C below EUR 250: ordinary checks under A5 are required.

(b) C from EUR 250 up to and including EUR 2,000: enhanced independent manual verification under A5 is required.

(c) C above EUR 2,000: initiating or increasing that exposure through TradeControl is prohibited.

**A4.2.** All thresholds operate together with A2 and A7. A leveraged short must also satisfy the aggregate 2% test, even below EUR 250. The limits can exclude a single minimum-size contract and are not assurances that an ordinary retail trade is permitted.

**A4.3.** These are contractual restrictions, not a promise of automatic calculation or blocking. A price or exchange-rate movement after a compliant instruction does not retrospectively make that instruction a breach. On becoming aware that a limit is exceeded, do not increase the exposure through TradeControl; reasonably assess the position and the need to reduce risk. Actions within A7.4 remain permitted.

## A5. Manual verification and human supervision

**A5.1.** Before submission, check the intended account, its real or simulated nature, instrument, direction, quantity, order type and relevant price levels, as well as compliance with A7. A display, warning or confirmation from TradeControl is not a substitute for checking the intended transaction.

**A5.2.** At C of EUR 250 or more, also verify manually using information or calculations independent of TradeControl: contract specifications and the monetary value of price movements; intended entry, stop and target levels where relevant; required margin, permitted leverage and available own funds; and the C calculation and EUR 2,000 limit. Broker or exchange specifications, platform order records and an independent calculation may support these checks. Re-reading only the same TradeControl result is not an independent calculation.

**A5.3.** Independently verify A7.1 for every instruction initiating or increasing a leveraged short, regardless of the EUR 250 threshold. Independence does not require a second professional service or a particular paid verification product.

**A5.4.** Retain human supervision and check acceptance, fills, outstanding orders and resulting positions through NinjaTrader or the broker. Check uncertain status before repeating an instruction. These duties concern your decisions and reasonably observable information; they do not require discovering hidden defects or certifying the Software's correctness.

## A6. Aggregation and circumvention

**A6.1.** Orders and positions forming one economic exposure are assessed together. For an exposure with multiple components, calculate C for each component and add the amounts, without credit for assumed hedges or offsets. Include existing positions and outstanding entry instructions capable of increasing that exposure, whether submitted through TradeControl or elsewhere. Do not count an instruction again to the extent it is already reflected in the filled position.

**A6.2.** Do not circumvent thresholds by splitting quantities, staggering instructions while an exposure remains open, or distributing substantially equivalent exposure across instruments, accounts, brokers, installations or licences. The EUR 2,000 test concerns each resulting combined economic exposure; it is not replaced by a per-click test. Distinct exposures may not reuse the same own funds under A3.

**A6.3.** For the additional 2% short test, include all leveraged short exposures, even unrelated trades. A6.1 and A6.2 do not limit that additional aggregation. Technical separation of orders does not create a financial exception.

## A7. Additional trading restrictions

### A7.1. Leveraged short positions: aggregate 2% limit

Do not use TradeControl to initiate or increase a leveraged short where the total C of all leveraged short exposures, including the proposed instruction, would exceed 2% of F after the relevant commitments have been accounted for under A3:

**Aggregate Short Commitment = sum of C for all leveraged short exposures**

**Required condition: Aggregate Short Commitment <= 0.02 x F**

The numerator is C, not notional exposure or the displayed loss to a stop alone. It includes open positions and outstanding instructions capable of creating or increasing a short, including those placed outside TradeControl. Avoid double-counting filled instructions.

Satisfy the test separately for each relevant account and in aggregate across your relevant accounts. In the aggregate test, F is the sum of their individually calculated available amounts. Availability in one account does not fund a short in another account before an actual transfer makes the funds available there.

This includes short futures and economically equivalent leveraged short exposures. Leverage may arise from borrowing, margin or the instrument's structure. Posting collateral, having enough cash to cover notional exposure, placing a stop or assuming a hedge does not remove a margined short derivative from this test. Uncovered short positions may have theoretically unlimited losses; the 2% test does not cap those losses.

If F is zero or negative, or necessary figures cannot reasonably be established, do not initiate or increase the short through TradeControl. If conditions subsequently cause an excess, do not increase it and take reasonable steps to assess and reduce the resulting risk. This paragraph is a conditional restriction, not a total prohibition of every leveraged short.

### A7.2. Positions without adequate stop-loss protection

Do not use TradeControl to initiate or increase an unprotected position where an adverse movement could cause losses or additional margin requirements exceeding F. An unprotected position is also prohibited where its maximum potential loss cannot reasonably be established as finite and within F. A finite stress estimate R does not establish that the instrument has a finite maximum loss.

Where a stop is necessary for the proposed exposure to be permitted, arrange the protective instruction in connection with entry and verify its activation. Protection may be placed through TradeControl, NinjaTrader or the broker, but do not deliberately enter a prohibited unprotected position on the assumption that a stop can be added later.

A stop must be an actual protective instruction accepted by the relevant platform or broker, including a linked instruction configured to become effective when entry is filled. A chart line, calculated level or intention to close manually is not a stop order. Verify its quantity, settings, acceptance and activity when required. Also establish whether protection is broker-held or locally managed and what continued operation and connectivity it needs. A locally managed instruction must not be assumed to remain effective after its supporting system stops.

If protection is rejected, cancelled or ineffective, take reasonable steps using available controls to restore it or reduce exposure. Do not cancel, disable or modify a protective instruction so as to create a prohibited unprotected exposure. A stop, including a stop-limit or locally managed stop, does not guarantee a fill, execution price or maximum loss, and does not waive another restriction.

### A7.3. High-impact economic news and foreseeable volatility

Do not use TradeControl to trade a high-impact economic announcement or to initiate or increase exposure during publication, announcement or live delivery of a relevant high-impact event. This includes entry orders intended to capture the announcement or its resulting movements.

Before trading, take reasonable steps to consult a recognised economic calendar and relevant official schedules, account for the applicable time zone and identify events materially affecting the instrument. Relevant events include central-bank rate decisions, monetary-policy announcements and press conferences, inflation releases, major employment reports, GDP releases and releases marked high impact in a recognised calendar. Conflicting or missing information does not justify ignoring an event you reasonably know to be relevant.

Before a known scheduled event, cancel outstanding entry instructions submitted through TradeControl that could create or increase exposure during the event, and verify cancellation. The restriction includes an associated live press conference and the immediate reaction while reasonably identifiable exceptional volatility, widened spreads or impaired liquidity attributable to it persist. No fixed number of minutes is represented as a universally safe interval.

When an unexpected high-impact event becomes known, refrain from initiating or increasing exposure and take reasonable steps to cancel pending entry instructions. You need not predict information not reasonably available beforehand. Refrain also where reasonably foreseeable conditions exceed your knowledge, experience or practical ability to supervise the risk. TradeControl does not undertake to identify every event, maintain an economic calendar or block prohibited instructions.

### A7.4. Risk-reducing actions and continuing responsibility

The financial and event restrictions do not prohibit cancelling entry orders, restoring or tightening protective instructions, or closing instructions that solely reduce an existing exposure. Such an action must not reverse a position, create additional exposure or leave a prohibited unprotected position. After reducing or closing a position, verify remaining orders so that an unintended instruction does not recreate exposure.

This exception applies even where an existing exposure exceeds a limit. It does not guarantee that TradeControl will be available or that a closing or cancellation instruction will succeed. Use the independent platform or broker controls where necessary. TradeControl does not continuously manage positions or guarantee third-party operation, liquidity, slippage or stop performance.

## A8. Execution risks and legal responsibility

**A8.1.** Displayed Planned Risk and related estimates do not incorporate slippage, market gaps or execution delays. They do not replace the broader C assessment in A3 or the maximum-loss assessment in A7.2. They are not guarantees of price, time, order acceptance, stop execution, profitability or maximum loss.

**A8.2.** Responsibility is governed by section 14 of the main Agreement. Loss exclusively caused by a matter for which the Provider has no legal responsibility is distinguished from loss to which a Software defect or the Provider's breach contributes. A breach of this Annex affects a claim only in accordance with applicable law and its actual contribution to the loss. Statutory burdens of proof remain unchanged.

**A8.3.** EUR 2,000 and the aggregate 2% short restriction define permitted use, not recoverable compensation. Mandatory consumer and other non-excludable rights remain effective. Correction or a refund does not by itself settle an independent compensation entitlement.

## A9. Basis for the Contractual Risk Criteria

**A9.1.** The restrictions and calculations in this Annex are contractual conditions governing the permitted use of TradeControl. They are based on objective risk factors generally associated with leveraged retail trading, including leverage, notional exposure, margin requirements, available own funds, potential loss, volatility, liquidity, slippage, execution delays, stop failure and aggregation of concurrent exposures.

**A9.2.** The leverage reference levels in A2 are derived from the retail investor-protection framework reflected, in particular, in the CNMV Resolution of 27 June 2019 on product-intervention measures relating to binary options and contracts for differences. That Resolution establishes leverage categories of 30:1, 20:1, 10:1, 5:1 and 2:1 according to the underlying asset and identifies leverage as a material contributor to the risk faced by retail investors.

**A9.3.** Leverage is used as an objective risk factor by reference to Article 42 of Regulation (EU) No 600/2014 (MiFIR), which provides for product-intervention measures where financial instruments or practices raise significant investor-protection concerns, and to the CNMV Resolution of 11 July 2023, which establishes specific intervention measures for other leveraged products, including futures and options. These provisions explain the regulatory basis for treating leverage as a relevant risk variable; they do not prescribe the reduction formula in A2.5.

**A9.4.** The additional thresholds, verification requirements and reductions associated with higher leverage are TradeControl contractual risk-control criteria. They are not represented as requirements imposed by MiFIR, MiFID II, the CNMV or any other authority. In particular, the formulas and monetary thresholds used in this Annex are general contractual limits selected for the permitted use of the Software.

**A9.5.** The criteria in this Annex are general and impersonal. They do not take account of the User's personal financial circumstances, objectives, knowledge, experience, risk tolerance or investment needs. Articles 24 and 25 of Directive 2014/65/EU (MiFID II) are referenced because personalised suitability assessments under that framework concern regulated investment services such as investment advice and portfolio management and use personal information of that kind. TradeControl does not perform such an assessment through this Annex.

**A9.6.** Nothing in this Annex constitutes investment advice, financial advice, a personalised recommendation, an assessment of suitability or appropriateness, or an invitation or encouragement to trade or invest. The cited regulatory framework is used solely as an objective reference for defining conservative conditions and limitations on the use of the Software.