

## COPIER AGREEMENT

### 1. INTRODUCTION

- a. This Agreement applies to you as you have requested that you be provided with Trade Alerts/Signals (as defined below) by us.
- b. This Authorisation is part of a wider agreement between you, Pelican Exchange Limited (a limited liability company incorporated in England and Wales whose registered office is 78 York Street, London W1H 1DP with company number 09437275), Pelican Exchange Europe (CY) Ltd (company number HE 426432) and registered address at 50, Agias Zonis, ARIANTHI COURT, Floor 2, 3090, Limassol, Cyprus (collectively “**Pelican**”) and London and Eastern LLP which is authorised and regulated by the Financial Conduct Authority with FRN 534484.
- c. Pelican Exchange Limited (FRN 739090) is an Appointed Representative of London and Eastern LLP which is authorised and regulated by the Financial Conduct Authority with FRN 534484.
- d. By agreeing to be provided with Trade Alerts/Signals, you expressly agree to this Agreement and we will therefore treat your access to and use of Trade Alerts/Signals as acceptance of the terms of this Agreement.

### 2. DEFINITIONS AND INTERPRETATIONS

In these Terms, the following words and phrases shall, unless the context otherwise requires, have the following meanings and may be used in the singular or plural as appropriate:

- Copy Trading:** Where you select a Signal Providers' trading strategy/style or a Portfolio and follow it.
- Fees:** The fees paid to the Signal Provider and London and Eastern and/or Pelican for Trade Alerts and/or Signals provided to London and Eastern by a Signal Provider and which London and Eastern provide to you, further details of which are set out in section 3 and the App.
- LPOA:** A Limited Power of Attorney in the form provided and signed by you authorising London and Eastern to effect trade(s) on your trading account at a Third-Party Provider.
- Loss/Losses:** In respect of any matter, event or circumstance, all demands, claims, actions, proceedings, damages, payments, trading losses, costs, expenses or other liabilities, any Indirect Loss or other special loss.
- Signal(s):** See Trade Alerts.
- Signal Provider:** The entity/individual who provides Trade Alerts to you.
- Trade Alert(s):** Trade alerts/information provided by Signal Provider to London and Eastern who provide them to you which includes for the avoidance of doubt Copy Trading. A Trade Alert may contain information which may or may not include but is also not limited to the name of a spread bet/CFD/equity, the time and date of the notification, the market traded, the direction (bought/sold or up/down), the price at which the product was traded, a stop loss and/or a profit limit (if appropriate).
- Website:** The Pelican website: <https://pelicantrading.io/>

Save as set out above, references in these Terms to “we” or “us” or “our” shall be a reference to Pelican and reference to “you” or “yours” shall be to you.

### 3. TRADE ALERTS/SIGNALS

- a. You have subscribed to receive Trade Alerts and/or Signals.

- b. We provide them to London and Eastern who are responsible to you for them and who then provide them to you.
- c. You confirm that you have read and understood our biography, trading/investment methodology and historical performance, risk disclosures and Fees.
- d. You hereby release both us and London and Eastern from any and all liability with regard to such Trade Alerts/Signals with respect to any Losses incurred, sustained or alleged to have been incurred or sustained by you as a result thereof or as a result of your agreement with us. Furthermore, you hereby indemnify us and London and Eastern from (i) any and all Losses arising therefrom and (ii) any decisions, acts or practices of Signal Provider.
- e. You acknowledge that you will set the initial drawdown parameters, drawdown parameters are currently optional.
- f. You warrant that (a) you understand the nature of spread betting, CFD trading, FX trading and equity/share dealing, and that spread bets, CFDs and FX are complex instruments and come with a high risk of losing money rapidly due to leverage and hence you may be exposed to a loss which is greater than your initial outlay/deposit; (b) you will monitor the performance of the Signals/Trade Alerts and will regularly determine if such Signals/Trade Alerts remain suitable for you; (c) this Agreement is binding upon and enforceable against you and currently does not and in the future will not violate the terms of any regulation, order, charge or agreement by which you are bound; and (d) you are acting as principal and not as any other person's agent or representative and will not be acting in concert with any other.
- g. You hereby agree to pay to Signal Provider the Fees and other charges, connection costs and expenses stated in the Drawdown Limits, Subscriptions and Performance Fee Schedule posted on the website.
- h. For the avoidance of doubt, you agree that Pelican will have full access to your Trading Account including but not limited to your trading history. In this regard you confirm and acknowledge the LPOA by which grant London and Eastern the ability to place trades on your Trading Account.
- i. You further acknowledge that Pelican shall be permitted to provide to us (Signal Provider) details of your trades if appropriate or necessary to validate the calculation of Fees, as Pelican deems appropriate and necessary.

#### **4. TERMINATION.**

- a. This Agreement may be terminated by either of us upon ten (10) calendar days' notice to the other in writing;
- a. The service of any termination notice will not affect any obligation or liability that may have already arisen under this Agreement.

#### **5. THIRD-PARTY RIGHTS**

- a. Save for the ability for both Pelican Exchange Limited and London and Eastern LLP to have the right/ability to enforce any right hereunder, the parties do not intend any term of these Terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **6. GOVERNING LAW**

- a. This Agreement will be construed in accordance with the laws of England and Wales.
- b. The parties irrevocably agree to be subject to the exclusive jurisdiction of the English Courts located in London to settle any disputes (including non-contractual disputes or claims) which may arise in connection with this Agreement, save that we may, at our sole

commence and pursue proceedings in any other jurisdiction and you hereby waive any objection to our so doing on the grounds of venue or forum.

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