

COPIER AGREEMENT

1. INTRODUCTION

- a. This copier agreement (the “**Agreement**”) applies to you as you have requested that you be provided with Trade Alerts/Signals (as defined below) by Pelican Exchange Europe (CY) Ltd, a company incorporated and validly existing under the laws of the Republic of Cyprus, with registration no. HE 426432 and registered address situated at 50, Agias Zonis, ARIANTHI COURT, Floor 2, 3090, Limassol, Cyprus, and which is authorised by Cyprus Securities and Exchange Commission, to provide investment services under license no. 441/24. (“**Pelican**” or “**us**”).
- b. This Agreement that is available on our platform and Website is part of a wider agreement between you and Pelican.
- c. 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:

App:	The online application of Pelican with which you may use the services of Pelican according to its General Terms of Business.
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 for Trade Alerts and/or Signals provided to you, further details of which are set out in section 3 and the App.
LPOA:	A limited power of attorney in the form signed by you authorising Pelican to effect trade(s) on your Trading Account.
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.
Third Party Provider	A company licensed by CySEC which is an authorised and regulated financial institution/broker, with whom we have partnered, and who offers execution only trading services and a related trading platform.
Trade Alert(s):	Trade alerts/information provided by Signal Provider to us so we can provide these to you which include 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).
Trading Account:	An account with a Third-Party Provider through which you can enter into a spread bet, CFD, FX or equity trading Transaction(s).
Website:	The Pelican’s website: www.pelican.eu.com

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. You confirm that you have read and understood our general terms of business, trading/investment methodology and historical performance, risk disclosures and Fees.
- c. You hereby release, both, us and Signal Providers 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 from (i) any and all Losses arising therefrom and (ii) any decisions, acts or practices of Signal Provider.
- d. You acknowledge that you will set the initial drawdown parameters but Pelican will be responsible for determining the maximum drawdown for your Trading Account unless otherwise agreed to in writing by you. For the avoidance of doubt, the following drawdown levels will be, unless determined otherwise by you,: 25% monthly and 50% in total.
- e. 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 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.
- f. You hereby agree to pay to us and/or Signal Provider the Fees and other charges, connection costs and expenses stated in the Drawdown Limits, Subscriptions and Performance Fee Schedule available on the website.
- g. 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 you authorise Pelican to place trades on your Trading Account.
- h. You further acknowledge that we shall be permitted to provide to 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 with regard to the Third-Party Provider, the parties do not intend any term of this Authorisation to be enforceable for any third-party. Save with regard to the Third-Party Provider, no rights or obligations are created based on this Agreement for the benefit of or towards, as applicable, third-parties, unless such third-parties enter into a valid contract with any of the parties hereto, and in that case any rights or obligations of third-parties shall be based on that valid contract.

6. GOVERNING LAW

- a. This Agreement will be construed in accordance with the laws of the Republic of Cyprus.
- b. The parties irrevocably agree to be subject to the exclusive jurisdiction of the appropriate District Court of Cyprus 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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