

COPIER AUTHORISATION TERMS

1. INTRODUCTION

- a. This Authorisation (as defined below) applies to you as you have requested that you be provided with Trade Alerts/Signals (as defined below).
- b. This Authorisation is applicable to your Trading Account (as defined below) and the Named Third-Party Provider and with whom you have opened a Trading Account.
- c. 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.
- d. 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.
- e. This Authorisation is also part of a wider agreement between you and the Named Third-Party Provider (as defined below) in relation to your Trading Account.
- f. It is strongly recommended that you spend the necessary time to read and understand this Authorisation, as well as any other/additional documents and information available on the website or upon request including but not limited to the General Terms of Business and the LPOA.
- g. By agreeing to be provided with Trade Alerts/Signals, you expressly agree to this Authorisation and we will therefore treat your access to and use of Trade Alerts/Signals as acceptance of the terms of this Authorisation. Furthermore, you note and acknowledge that you are responsible for checking the website periodically in order to review the current version of this Authorisation.

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 link to the Signal Provider.
Authorisation:	These Terms.
Business Day:	A day on which banks are open for retail business in London other than Saturday or Sunday or any UK Bank or Public Holiday.
FCA:	The UK Financial Conduct Authority.
FCA Rules and Regulations:	The rules and regulations set out in the FCA Handbook: https://www.handbook.fca.org.uk/
Fees:	The fees (if any) paid to a 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 4 and the App.
General Terms:	The General Terms of Business that govern Members’ relationship with Pelican Exchange Limited.

Indirect Loss/Losses:	In respect of any matter, event or circumstance, any loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, failure to avoid loss, loss of goodwill, loss of business, loss related to reputational damage the corruption or loss of data as well as any incidental, special, punitive or consequential damages caused by any act or omission of ours under this Authorisation.
LPOA:	A Limited Power of Attorney in the form provided by the Third-Party Provider, attached as a schedule to these Terms and signed by a Member authorising London and Eastern to effect trade(s) on a Member's 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.
Member:	Individuals who are (a) clients of Pelican and who have agreed to be bound by the General Terms and (b) have entered into an agreement with Signal Provider for Signal Provider to provide London and Eastern with Signals/Trade Alerts and for London and Eastern to provide them to you.
Named Third -Party Provider:	The financial institution/broker, with whom Pelican have partnered, and who offers execution only trading services and a related trading platform.
Signal(s):	See Trade Alerts.
Signal Provider:	The individual or corporate who provides London and Eastern with Trade Alerts/Signals and which London and Eastern provide to you and with whom you have contracted with for that purpose.
Trade Alert(s):	Trade alerts/information provided by Signal Provider to London and Eastern who provide them to you. 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 a Member can enter into a spread bet, CFD, FX or equity trading transaction(s).
Transaction:	A trade or transaction a Member enters into with a Third-Party Provider whether as a result of a Trade Alert or a Signal or otherwise.
website:	The Pelican website: https://pelicantrading.io/

Save as otherwise specifically stated herein, London and Eastern shall determine which of London and Eastern and/or Pelican shall perform any particular duty/service notwithstanding it being otherwise assigned to London and Eastern in this Agreement.

Save as set out above, references in this Agreement 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, from London and Eastern, Trade Alerts and/or Signals which Signal Provider provides to London and Eastern.
- b. You agree that you have read and understood Signal Provider’s biography, trading/investment methodology and historical performance, risk disclosures and Fees.
- c. You acknowledge that the Named Third-Party Provider does not provide the Trade Alerts/Signals nor do they approve or otherwise endorse them.
- d. You hereby authorise the Named Third-Party Provider to accept Transactions based on Trade Alerts/Signals and the Named Third-Party Provider is not required to make any enquiry as to whether or not such transactions(s) has been authorised by you or seek any clarification from you, London and Easter (under the LPOA) or the Signal Provider SAVE THAT the Named Third-Party Provider reserves the right to not accept any Transaction whatsoever without having to give notice or reasons. For the avoidance of doubt, save as set out herein, (a) your relationship with the Named Third-Party Provider is governed by the documentation you enter into with them with regard to the Trading Account; and (b) the Named Third-Party Provider does not take responsibility for any Trade Alerts/Signals or the suitability thereof for you.
- e. You acknowledge that the Named Third-Party Provider has no control over the validity or otherwise of the Trade Alerts/Signals and therefore (a) you hereby release the Named Third-Party Provider 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 Signal Provider and/or Pelican/London and Eastern and (b) you hereby indemnify Named Third-Party Provider from (i) any and all Losses arising therefrom and (ii) and any other decisions, acts or practices of Signal Provider and/or Pelican/London and Eastern.
- f. You acknowledge that you will set the initial drawdown parameters but Pelican reserves the right to determine the maximum drawdown for your Trading. For the avoidance of doubt, the following drawdown levels will, unless determined otherwise by you be: 25% monthly and 50% in total.
- g. 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 individuals may be exposed to a loss which is greater than their 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) the Authorisation and the obligations created under them is and are binding upon and enforceable against you and currently do 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.
- h. You hereby agree to pay to London and Eastern the Fees and other charges, connection costs and expenses stated in the Drawdown Limits, Subscriptions and Performance Fee Schedule posted on the website.
- i. 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 as well as all communications. In this regard you confirm and acknowledge the LPOA which grants London and Eastern the ability to place trades on your Trading Account.
- j. You agree that Pelican shall be authorised by you to provide to Signal Provider details of

your trades, as Pelican deems appropriate and necessary, and this agreement is your valid and binding consent to permit Pelican to make such disclosure.

- k. The Named Third-Party Provider shall be entitled to terminate your ability to place a Transaction using a Trade Alert/Signal at any time and without prior notice.

4. FEES – If relevant

- a. You hereby authorise the Named Third-Party to deduct from your Trading Account and pay London and Eastern the Fees.
- b. For the avoidance of doubt, you acknowledge and confirm that you agree to London and Eastern and Pelican receiving and retaining such share of the Fees as has been agreed by them with Signal Provider and you hereby further authorise London and Eastern to pay Pelican and Signal Provider, on your behalf, the relevant portion of the Fees that are due to them.
- c. You acknowledge that that the calculation of such fees and commissions is conducted by Pelican in accordance with the Drawdown Limits, Subscriptions and Performance Fee Schedule posted on the website.
- d. Fees shall be based on number of trades per month, performance of individual trades and performance of the Member's portfolio as stated in the Drawdown, Subscription & Performance Fee Schedule posted on the website.
- e. Fees shall be deducted by Named Third-Party Provider from your Trading Account and paid to London and Eastern within 21 calendar days of the end of the month.
- f. Fees shall be deducted from the Trading Account in the currency attributed to the Trading Account and converted, as necessary, at London and Eastern's discretion.
- g. If the Fees cannot, for whatever reason be deducted from the Trading Account, you shall be and remain responsible for the Fees direct and the Named Third-Party Provider shall have no liability with regard to the Fees save as set out herein to deduct the Fees from the Trading Account and pay to London and Eastern. Accordingly, the Named Third-Party Provider shall not be treated as your agent or representative.
- h. The authorisation in this section shall cease when you terminate the relationship with the Signal Provider and you have advised Pelican, London and Eastern and the Named Third-Party Provider, in writing, of such termination.

5. THIRD-PARTY RIGHTS

- a. Save with regard to the Named Third-Party Provider, the parties do not intend any term of this Authorisation to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

6. LIABILITY

- a. While we try to use all reasonable care in providing access to the website and the App, we cannot be held responsible for any failure or delay in any software or links or connections with and between any Members and with or between you or any Third-Party Provider.
- b. Nothing in this Authorisation shall limit or exclude our liability to you in respect of (a) any personal injury caused by our negligence, (b) any Loss caused by our fraud or fraudulent misrepresentation or (c) any of your legal rights which, if you are a consumer, cannot be limited or excluded.
- c. Save as provided in section 6b above, we have no liability to you for any Losses, costs, damages, liabilities or expenses suffered relating to this Authorisation or any trading activities undertaken by you using Trade Alerts/Signals, except where caused directly by the willful default or fraud by us or our employees, agents or sub-contractors.

e. Without prejudice to any other limitation of our liability contained elsewhere in this Authorisation, the maximum amount of our liability in respect of any Loss that you may suffer will be the amount equal to the Fees paid by us to you in the previous 12 months.

7. TERMINATION

- a. This Authorisation may be terminated immediately by us if we believe that:
 - i. You are or may be in material breach of this Authorisation or any terms and conditions of a Third-Party Provider;
 - ii. It is necessary or desirable to prevent what is considered to be or might be a violation of any laws, applicable regulations, or good standard of market practice;
 - iii. Any action is taken or event occurs which we consider might have a material adverse effect on your ability to perform any of its obligations under this Authorisation; and/or
 - iv. If you are unable to pay its debts as they fall due, or is bankrupt or insolvent as defined under any bankruptcy or insolvency law applicable to you;
- b. Notwithstanding section 7a above, this Authorisation may be terminated by either of us upon ten (10) calendar days' notice to the other in writing;
- c. The service of any termination notice will not affect any obligation or liability that may have already arisen under this Authorisation.
- d. The following provisions will continue in full force and effect following termination of this Authorisation: Third Party Rights, Liability and Governing Law.

8. GOVERNING LAW

- a. This Authorisation 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 Authorisation, 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.

9. COMPLAINTS

- a. If you have any complaint regarding the Service(s), the website or the App please contact us on the website or the App or at [compliance@pelicantrading .io](mailto:compliance@pelicantrading.io).

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