

SIGNAL PROVIDER TERMS OF BUSINESS

1. INTRODUCTION

- a. These SP Terms (as defined below) apply to you as a Signal Provider (as defined below).
- b. These SP Terms are 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. Prior to you requesting to become a Signal Provider, it is strongly recommended that you spend the necessary time to read and understand these SP Terms, 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.
- e. By agreeing to become a Signal Provider, you expressly agree to these SP Terms and we will therefore treat your access to and use of the Service (as defined below) as acceptance of the terms of these SP Terms. Furthermore, you note and acknowledge that you are responsible for checking the website periodically in order to review the current version of these SP Terms and the General Terms of Business.
- f. Copy Trading/Mirror Trading allows a Member to copy another Member's trading, automatically, at an individual trade level or at a strategy level. Note that the Financial Conduct Authority treats Copy Trading and Mirror Trading as a form of discretionary investment management and therefore the Signals/Trade Alerts are given by you to London and Eastern LLP who then, pursuant to the regulatory permissions of London and Eastern LLP, provide them to the Member: all of the other services, administrative or otherwise, are provided by Pelican.
- g. For further information, see summaries of the Risk Disclosure Document, Conflicts of Interest Policy and our Privacy Policy, which documents form a part of these Terms. These documents can be found on the App or the Pelican website.

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 Pelican Exchange Application.
Associated Companies:	London and Eastern LLP, a company authorised and regulated by the FCA with FRN 534484, and any other company/entity under common ownership with Pelican.
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.
Copy/Copying / Copy Trading:	Where a Member selects a trading strategy/style or a Portfolio of a Signal Provider.
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 paid to Signal Provider to be a Signal Provider, further details of which are set out in section 6 and the App.
Force Majeure:	This means: (a) acts of God, war, hostilities, riot, fire, explosion, accident, flood, sabotage, power supply interruption, failure of communications equipment, lock-out or injunction, compliance with laws (domestic or foreign), regulations or orders or breakage or failure of machinery; and/or (b) the suspension or closure of any market or their abandonment or failure or the imposition of limits or special or unusual terms on trading in any such market or on any such event.
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 these SP Terms.
London and Eastern:	London and Eastern LLP which is authorised and regulated by the Financial Conduct Authority with FRN 534484.
LPOA:	A Limited Power of Attorney in the form provided by the Third-Party Provider 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 a contract (STAST) with Signal Provider for Signal Provider to provide it with Signals/Trade Alerts.
Partnered:	A Third-Party Provider with whom we have entered into an agreement whereby they allow a Member to place trades that Copy the trades of a signal provider.
Pelican:	Pelican Exchange Limited, a limited company incorporated in England and Wales whose registered office is 78 York Street, London, W1H 1DP and whose company number is 09437275 and who is authorised and regulated by the FCA with FRN 739090 and Pelican Exchange Europe (CY) Ltd (company number HE 426432) and registered address at 50, Agias Zonis, ARIANTHI COURT, Floor 2, 3090, Limassol, Cyprus.
Portfolio:	A Signal Provider's particular trading portfolio of specific and outstanding trades.
Service/Services:	The ability for a Signal Provider to provide Signal(s)/Trade Alert(s) to a Member such that the Member can place trades that Copy the trades of a signal provider.
Signal(s):	See Trade Alerts.

Signal Provider:	The individual or corporate who agrees to these Terms.
SP Terms:	These Signal Provider Terms of Business.
Trade Alert(s):	Trade alerts/information provided by Signal Provider to London and Eastern who provide them to Members who have signed up for a specific Trade Alert. 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 Copy trade or otherwise.
Third-Party Provider:	An FCA authorised and regulated financial institution/broker, with whom we have Partnered, and who offers execution only trading services and a related trading platform.
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 these SP Terms.

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.

References in these Terms to any law, statute, regulation or enactment shall include references to any modification, amendment, extension, or re-enactment thereof.

References in these Terms, references to an individual person shall include body corporates, unincorporated associations, partnerships, and individuals.

References in these terms to a “party” or the “parties” shall be, as relevant a reference to us and/or you.

Headings and references to sections in these Terms are for reference only and shall not affect the contents and interpretation of these Terms.

3. PELICAN’S SERVICES

- a. Pelican offers a range of services to individuals who wish to enter into spread bet, CFD, FX or equity trading transactions with third parties. These services include but are not limited to Copy Trading. **As an integral part of the Copy Trading service, Pelican and London and Eastern has partnered with certain signal providers including Signal Provider.**
- b. Pelican will be responsible for collecting all documents for a Member including those for a Member to (i) open a Trading Account, and (ii) contract with a signal provider, (iii) advising Signal Provider that a named Member wishes to contract with Signal Provider for them to, indirectly, provide that Member with Signals and/or Trade Alerts, including but not limited to the relevant documentation (including the LPOA). Pelican will also be responsible for undertaking the performance calculations and procuring the deduction of

fees and commissions from that Member or their Trading Account and their payment to Signal Provider. Accordingly, Signal Provider shall not have any communication with a Member or a Third-Party Provider with regard to the Signals/Trade Alerts, Trading Account or any Transaction.

- c. For the avoidance of doubt, Pelican will have full access to all Members' accounts with Pelican and any Third-Party Provider including but not limited to a Member's trading history as well as all communications (if any) between Signal Provider and Member.
- d. Pelican shall provide to Signal Provider the details of trades for Members if appropriate or necessary to validate the calculation of Fees, as Pelican deems appropriate and necessary, subject to such disclosure being permitted by law and under its terms of business, including being in possession of a valid and binding consent from the Member to permit Pelican to make such disclosure.
- e. Member will set the initial drawdown parameters but Pelican will be responsible for determining the maximum drawdown for a Member's Trading Account. Unless otherwise agreed to in writing by Pelican, the following drawdown levels will, unless determined by Member, apply: 25% monthly and 50% in total. Pelican will use reasonable efforts to promptly advise Signal Provider of any drawdown parameters but such failure shall have no impact on the services provided hereunder by Signal Provider or any Trade Alerts/Signals.
- f. Pelican will provide the Signal Provider with its Treating Customers Fairly Policy("TCF") and Signal Provider will take such into account when setting Signals/Trade Alerts.

4. SIGNAL PROVIDER'S SERVICES

a.Copy Trading

- i. By agreeing to be bound by the SP Terms, Signal Provider warrants that (a) it understands the nature of spread betting, CFD trading, FX trading and equity/share dealing, has read our Risk Disclosure Statement and recognises 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) it will monitor the performance of a Member to whom it provides Signals/Trade Alerts and will regularly determine if such Signals/Trade Alerts remain suitable for such a Member; (c) it will not to allow its interests to conflict with its duties under the SP Terms or with the interests of a Member, (d) Pelican can provide information, as well as invoices and statements of account, via the website, the App and/or e-mail as Pelican may determine in its sole discretion.
- ii. By agreeing to provide Trade Alerts to Members, Signal Provider agrees that it will (a) undertake its own independent research and investment decision making before issuing a Trade Alert; (b) operate a trading style which it believes to be in a Member's and Members' best interest; and (c) not seek to generate fees or commissions including through unnecessary or overly frequent trading activity, so-called churning.

b. General

- i. Signal Provider acknowledges that (a) it shall perform the Services under these SP Terms and otherwise conduct its business and affairs in accordance with such professional and ethical standards as are widely regarded as being best practice; (b) it will not knowingly breach or otherwise fail to comply with any law or regulation applicable to it or relating to the provision of a Trade Alert or Signal; (c) it shall not take any steps which would cause Pelican to fail to observe the standard of behaviour reasonably expected of an authorised and regulated firm;

(d) it shall not take or omit to take any action which it knows or ought reasonably to know is reasonably likely to prejudice or to bring into disrepute in any manner Pelican, its business or reputation; (e) it will not knowingly do or commit (or permit to be done or committed) any act, matter or thing that it knows or ought reasonably to know is reasonably likely to put a Member in breach of any of the provisions of Pelican's General Terms of Business; and (f) it shall promptly provide such information and documents relating to its activities under these SP Terms as Pelican shall request.

- ii. Signal Provider further acknowledges that they have no authority to bind Pelican in any way.
- iii. Signal Provider will ensure that it does not issue or otherwise make any Financial Promotions (as defined by the FCA Rules and Regulations) whether relating to Pelican and/or London and Eastern or not and whether including reference to any Signal or not, without Pelican's prior written consent and, accordingly, Signal Provider shall not engage in any direct marketing activity, issue, publish or distribute any advertisement, market letter, market research report or other sales or promotional literature or material (in whatever form) which could be considered to be a financial promotion under the rules and guidance of the FCA without Pelican's prior written consent. For the avoidance of doubt, this section includes any social media post promoting the Services.
- iv. For the avoidance of doubt, Pelican (a) will not hold any money/assets on Signal Provider's behalf; (b) is not obliged to provide best execution or any details thereof as would otherwise be required by MiFID II Regulatory Standards RTS 27/28: this obligation and these details are provided by the Third-Party Provider; (c) may add, remove, or change the availability and features of the Service(s) or their specific functionalities, at its discretion.
- v. If any action or proceeding is brought by or against Pelican in relation to these SP Terms or arising out of any act or omission by Signal Provider, Signal Provider agrees to cooperate with Pelican to the fullest extent possible in the defence or prosecution of such action or proceeding.
- vi. Pelican reserve the right to terminate Signal Provider's ability to provide the Services without notice if Signal Provider undertakes any activities prohibited by the SP Terms including but not limited to:
 - 1. Promoting, embellishing or talking up their performance (for instance, by making any reference to historic or future performance/profitability);
 - 2. Posting any content which contravenes these Terms;
 - 3. Disrupting any Chat or Group in any way, such as by:
 - a. Intentionally causing the Member's screen to scroll faster than other Members are able to read, or setting up macros with large amounts of text that, when used, can have a disruptive effect on the normal flow of the screen;
 - b. Posting commercial solicitations and/or advertisements for goods and services including spam, chain letters, unsolicited marketing material, advertising investment services, offering to buy, sell or broker an investment, violating the FCA Rules and Regulations and/or any rules of any Stock Exchange or misleading any Member;
 - c. Sending repeated unsolicited or unwelcome messages to a single Member or repeatedly posting similar messages, including continuous advertisements to sell goods or services; and
 - d. Using bots or other automated techniques to collect information from a Member;

4. Copying, reproducing, modifying, creating derivative works from, create links to, transmit, distribute and/or collect information from the website or the App in order to use in or incorporate into your own website, database or products;
 5. Publishing any material subject to third-party copyright ownership or otherwise infringe the intellectual property or other rights or any other person or violate any applicable laws;
 6. Posting any Signals or Trade Alerts on any external social media website;
 7. Posting any content to the website/App or send a Message which:
 - a. Is offensive, unlawful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable;
 - b. Contains a virus, other malicious code or another person's personal information;
 8. Adding links to other websites or applications which may contain offensive, unlawful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, or racially, ethnically or otherwise objectionable or unlawful material;
 9. Using the website or the App to harass, threaten, stalk, embarrass or cause distress, unwanted attention or discomfort to any other Member or any other person;
 10. Permitting or creating unauthorised framing of, or deep linking to, the website or the App from another website under your management or control;
 11. Using or exploiting the website, the App or the Service(s) or any part of it for any commercial purpose, including any advertisement for its own or any other person's products and services;
 12. Copying, adapting, modifying, reverse engineering, disassemble or decompile any of the software underlying the website or the App; or
 13. Creating or maintaining any unauthorised connection to the website or the App.
- vii. Signal Provider warrants and represents to Pelican that:
1. It is not acting in a commercial capacity for other individual, disclosed or undisclosed or under a power of attorney;
 2. If it is a corporate, it is duly formed and validly existing under the laws of the jurisdiction within which it operates;
 3. If it is a corporate, the acceptance by it of these SP Terms has been duly authorised by all necessary corporate action and does not contravene the memorandum and articles of association or any law or any contractual restriction binding on or affecting it.
 4. It has all necessary authority, powers, consents, licences and authorisations, and has taken all necessary actions to enable it to lawfully enter into and perform its obligations under the SP Terms;
 5. The SP Terms and the obligations created under them are binding upon and enforceable against it and currently do not and in the future will not violate the terms of any regulation, order, charge or agreement by which it is bound;
 6. It is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
 7. It is acting as principal and not as any other person's agent or representative and will not be acting in concert with any other;

8. All information which it provides or has provided (whether in the online application process or otherwise) is true, accurate and not misleading in any material respect;
9. It is now and will be at all times in the future be in compliance with all FCA Rules and Regulations concerning, in particular, financial promotions and money-laundering (relating to the identification requirements), insider dealing, market manipulation/abuse/misconduct and/or financial crime;
10. The General Terms of Business apply to these SP Terms as if incorporated herein; and
11. In the event that any event occurs which would or could make any such representations and warranties untrue or inaccurate in any material respect, Signal Provider shall promptly notify Pelican of such an event.

5. SIGNAL PROVIDER'S OBLIGATIONS

- a. Signal Provider shall provide to Pelican, on demand, details and copies of any information and documents in respect of itself (or its employees, agents, sub-contractors and delegates) as Pelican may require, including, without limitation, details of (but not passwords to) social media accounts and aliases, financial statements and reports of its auditors, if applicable. Where there is any material change to any of the information or documents Signal Provider shall provide to Pelican updated information and documents as soon as practicable and in any case within 3 (three) Business Days.
- b. Signal Provider shall not engage in any direct marketing activity, issue, publish or distribute any advertisement, market letter, market research report or other sales or promotional literature or material (in whatever form) utilising or making reference to the name or services offered by Pelican or London and Eastern a logo, trademark or trading name owned by Pelican, London and Eastern or any of its affiliates, without Pelican's prior written consent.
- c. Signal Provider is not authorised to respond on behalf of Pelican or London and Eastern to any enquiries or requests for information or comment from any third party relating to Pelican or London and Eastern and Signal Provider shall not make any use of Pelican's name(s) or make any statements about Pelican or London and Eastern without Pelican's prior written consent.
- d. Signal Provider shall comply with any instruction or process established by Pelican in order to fulfil its duty in section 3. In this regard, Signal Provider shall regularly monitor its Signals and Trade Alerts and shall ensure that Transactions comply with Pelicans TCF and also Signal Provider's stated strategy such that, for example, individual Transactions are not maintained just because they are in a loss and, for example,

6. FEES—If relevant

- a. Subject to Pelican receiving the necessary funds from Member and/or the Third-Party Provider, Pelican shall pay Signal Provider, on behalf of the Member, such fee as is agreed between Member, Pelican and Signal Provider, as relevant. For the avoidance of doubt, Signal Provider acknowledges and confirms that it agrees to Pelican and/or London and Eastern receiving and retaining such share of the fees as has been agreed with Member by Signal Provider and, also, an administrative fee of up to 25% otherwise payable to Pelican by Signal Provider as stated in the Drawdown, Subscription & Performance Fee Schedule posted on the website.
- b. Signal Provider acknowledges that Pelican shall retain and pay onwards such share of the fees as agreed with Member for promotion of the Signal Provider under a referral scheme. A Member who has introduced a new Copier to the Signal Provider will receive up to 25% of fees owed by the respective Copier.

- c. Fees shall be based on the performance of individual trades and performance of the Member's Portfolio as stated in the Drawdown, Subscription & Performance Fee Schedule posted on the website.
- d. In the event that Pelican determines, in its sole discretion, that Signal Provider has breached any term of these SP Terms, Pelican shall be entitled to withhold such Fee then otherwise due to Signal Provider as determined by it as its Loss.
- e. Subject to section 6a, Pelican shall pay the Fees to Signal Provider, monthly in arrears directly into Signal Provider's trading account with Pelican, unless otherwise agreed in writing within 31 days of the end of the relevant month or, if later, within 21 Business Days of the date it received such monies for the Third-Party Provider or, as relevant, the Member.
- f. Signal Provider acknowledges that if a Member cannot pay the Fees from their account with Pelican or if Third-Party Provider does not pay the Fees to Pelican, Pelican has no obligation to effect such payment and the liability to pay such Fee remains the sole liability of the Member. For the avoidance of doubt, neither Pelican nor any Third-Party Provider shall have any liability for Fees or for any other commitment agreed between Signal Provider and Member.
- g. Each party will bear their own costs in providing the Services.
- h. Signal Provider shall not be entitled to any Fees after the date that these SP Terms are terminated or a Member's relationship with Signal Provider ceases.
- i. All payments made by Pelican, whether on behalf of Member or not, pursuant to these SP Terms are and are deemed to be inclusive of any VAT and any other similar taxes and duties payable in respect thereof and Signal Provider shall be responsible for accounting therefor and shall indemnify Pelican and hold it harmless in relation thereto.
- j. For the avoidance of doubt, Signal Provider shall not be entitled to change a fee once agreed with a Member without Member's prior written consent.

7. FORCE MAJEURE

Neither party shall be responsible for any failure to fulfil their duties hereunder in the event of Force Majeure. Accordingly, if either party is prevented, hindered or delayed from performing any of its obligations under these Terms by a Force Majeure Event, then those obligations will be suspended for so long as the Force Majeure Event continues and to the extent that they are so prevented, hindered or delayed, will not be deemed to be in breach of these Terms or otherwise be liable to the other party by reason of any delay or failure in performance of any of the obligations under these SP Terms to the extent that the delay or failure is caused by a Force Majeure Event, and time for performance will be extended accordingly.

8. RESTRICTIONS

- a. Signal Provider, which includes but is not limited to its directors, officers, employees and agents, undertakes that it shall not whether alone or in concert with or for or on behalf of any other person:
 - i. During the term of these SP Terms or at any time after the effective date of termination, divulge to any other person or (in any way which may be detrimental to the business of the parties as carried on at the date of termination) use any confidential information, provided that such information may be disclosed if and to the extent required by the law of any relevant jurisdiction or by any relevant securities exchange or regulatory or governmental body or assist any other person to do any of the above;
 - ii. Within 24 months the effective date of termination of the SP Terms, solicit or entice away or endeavour to entice away from Pelican any person who is (or

- who within a period of one year prior to the date hereof has been) a Pelican director, officer, manager or employee, whether or not such person would commit a breach of contract by reason of leaving such office or employment or assist any other person to do any of the above;
- iii. Within 24 months the effective date of termination of the SP Terms, solicit or entice away or endeavour to entice away from Pelican or London and Eastern any Member to whom Signals/Trade Alerts have been provided by it in the past 24 months;
 - iv. Do or say anything which is harmful to the reputation of Pelican or London and Eastern or which may lead a person to cease to deal with Pelican or London and Eastern on substantially equivalent terms to those previously offered or at all or governmental body or assist any other person to do any of the above.

9. EXCLUSIVITY

- a. Either party may offer similar services to the Services to other third parties.
- b. Where Signal Provider offers or provides services similar to the Services to other third parties it shall be explicit as to promotions which relate to activity covered by these SP Terms and promotions which do not ("**Non-Covered Financial Promotions**"). Notwithstanding this, Signal Provider acknowledges that
 - i. Pelican has the right to approve any Non-Covered Financial Promotions and to request that any Non-Covered Financial Promotion is ceased and/or removed, with immediate effect.
 - ii. Any Non-Covered Financial Promotion will be fair, clear and not misleading and compliant with any applicable law, legislation, regulation or guidance within the jurisdiction that it is issued and to the potential customers targeted.
- c. Nothing in these SP Terms is intended to or shall operate to create a partnership or joint venture of any kind between us or to authorise either party to act as agent for the other and neither party shall have authority to act in the name or on behalf of or otherwise bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

10. INTELLECTUAL PROPERTY RIGHTS

- a. The website, the App and its contents are protected by intellectual property rights which may include copyright, trademarks and other intellectual property rights. Those rights are protected by laws and treaties around the world. Pelican reserves all of its rights in such intellectual property.
- b. The website and the App and any and all content, information or materials that Pelican may supply or make available to Signal Provider (including any software which forms part of those items) from time to time, are and will remain Pelican's property or that of any Pelican Signal Providers. Such Signal Providers may include providers of real-time price data.
- c. Signal Provider will not delete, obscure or tamper with copyright or other proprietary notices we may have put on the website or the App and except as expressly permitted by these SP Terms or as otherwise agreed with Pelican, will not copy, disseminate, or download any content of the website/App.

11. LINKS TO THIRD PARTIES' SITES

- a. The website and/or the App may provide links to other websites including the websites of Third-Party Providers/Signal Providers. Pelican take no responsibility for the content

contained on any such website and the link to these other websites does not imply an endorsement, Financial Promotion or recommendation of the website, its products or services notwithstanding that it may have Partnered with such third-party.

- b. For the avoidance of doubt, Pelican 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 any Third-Party Provider/Signal Provider that impact on any Copy Trading.

12. AMENDMENT

- a. Pelican will be entitled to amend or vary these SP Terms from time to time upon five (5) business days' notice to Signal Provider unless such amendment or variation is required sooner as a result of a change of any applicable law, rule or regulation.
- b. Notification can be provided by including a summary of the changes or the new Terms on the website and/or on the App.
- c. Signal Provider will be deemed to accept and agree to the amendment or variation unless you notify us, in writing, to the contrary. By continuing to use the Service(s) following such amendment, Signal Provider will be deemed to accept and agree to the amendment or variation. If Signal Provider does object to the amendment or variation, the amendment or variation will not be binding on it, but we reserve the right to terminate Signal Provider's ability to be a Signal Provider.
- d. No delay in the exercise or non-exercise by Pelican of any right, power or remedy provided by law or under or in connection with these SP Terms will impair such right, power or remedy or operate as a waiver or release of that right. Any waiver or release must be specifically granted in writing, signed by Pelican.
- e. The rights and remedies of each party under these SP Terms are cumulative and not exclusive of any rights or remedies of that party under the general law. Each party may exercise each of its rights as often as it thinks necessary.

13. NOTICES

- a. We will generally communicate with you via email or through the website or the App but, if it is more appropriate to do so, we reserve the right to communicate with you by letter, telephone, social media or SMS. We will communicate with you in writing where these SP Terms or any applicable law, rule or regulation requires us to. You consent to us communicating with you in this manner.
- b. You are responsible for reading all notices posted on the website or the App in a timely manner.
- c. All communications relating to these SP Terms, whether correspondence, documents, written notices, confirmations and statements or otherwise will be sent to you in accordance with the latest contact details provided by you. It is your responsibility to ensure that we are kept informed promptly of all changes in this regard. All communications will be deemed properly made:
 - i. if sent by first class post to the address last notified by you to us, upon delivery;
 - ii. if hand delivered to the address last notified by you to us, at the time of being deposited at that address;
 - iii. if sent by SMS, as soon as it has been transmitted to the mobile number last notified by you to us;
 - iv. if sent by email, as soon as it is transmitted to the last email address provided by you to us; or
 - v. if posted on the website or the App, as soon as it has been posted.
- d. If you are required to communicate with us in writing by these SP Terms, you can send us an email, a message through the website or the App or send us a letter.
- e. All communications between you and us will be in English.

- f. It is your responsibility to keep your contact details up to date and notify us immediately of any changes. If at any time you are unable, for whatever reason, to communicate with us or you do not receive any communication sent by us under these SP Terms we will not be responsible for any Loss, damage or cost caused to you by any act, error, delay or omission resulting therefrom.
- g. You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorise us to rely and act on, and treat as fully authorised and binding upon you, any communication (whether or not in writing) that we reasonably believe to have been made or transmitted by you or on your behalf by any agent or intermediary whom we reasonably believe to have been duly authorised by you.

14. DATA PROTECTION

- a. You acknowledge that you will be providing personal information (but not sensitive personal data) to us within the meaning of the Data Protection Act 2018 or the General Data Protection Regulation (670/2016) or any other applicable laws and regulations when making an application to become a Signal Provider. You consent to us processing your information for the purposes of establishing and administering your Account in respect of the Service(s) and otherwise in accordance with our Privacy Policy. We collect, process and disclose personal data to fulfil our contractual obligations to a Third-Party Provider, distributors, platforms, suppliers, professional advisors and credit reporting agencies among others. Please refer to our Privacy Policy for further details on how we process your personal data.
- b. You agree that where it is necessary for the provision of the Service(s) to you, we may transfer your information to persons who provide services to us and /or to you including but not limited to a Third-Party Provider, including where those persons may be outside the EEA. You consent to our processing and disclosing such information in accordance with these Terms and our Privacy Policy, as may be updated from time to time.
- c. You authorise us and/or our agents acting on our behalf, to carry out such credit and identity checks as we may deem necessary or desirable.
- d. Telephone communications and conversations between you and us will be recorded and kept in accordance with our legal and regulatory obligations.
- f. In the event that we are (a) subject to negotiations for the sale of our business (whether in whole or part), (b) sold to a third party or (c) undergo a re-organisation, you agree that any of your personal information which we hold may be disclosed to such party or its advisors as part of any due diligence process.
- g. If you are concerned about how we process your personal data, you can make a complaint to us. If you remain dissatisfied with our response to your complaint, you have the right to file a complaint with the Information Commissioner's Office ("ICO"). You can find further details on the ICO website at <https://ico.org.uk/>

15. ASSIGNMENT

- a. You may not assign or transfer any of your rights or obligations under these SP Terms without our prior written consent.
- b. We may assign and transfer all or any of our rights and obligations under these SP Terms upon notice to you, without any obligation to obtain consent from you.

16. SEVERABILITY

- a. If any part of any provision of these SP Terms is invalid or unenforceable, then the remainder of such provision and all other provisions of these SP Terms will remain valid and enforceable.

17. THIRD-PARTY RIGHTS

- a. The parties do not intend any term of these SP Terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. CONFIDENTIALITY

- a. You agree to hold any information you receive under or pursuant to the Service(s) as confidential and to (a) not disclose that information to any third party; (b) protect all information against any unauthorized disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which you protect your confidential information; and (c) promptly notify us of any unauthorized use or disclosure of any information by you or by your representatives and take reasonable steps to regain possession of the information and prevent further unauthorized dissemination thereof.
- b. You acknowledge and agree that any Member details and details of trades for Members and any records containing information concerning a Customer provided to or generated by or on behalf of Pelican are and shall be treated as (both before and after any termination) as confidential information.
- c. Confidential information means all confidential and other proprietary information of Pelican, London and Eastern and/or Members, including without limitation, details of Third-Party Providers, Transactions, prices and pricing policies, profitability of specific products or accounts and fees, copyrights, trademarks, service marks and other intellectual property and other confidential or specialized data and information.

19. 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 these SP Terms 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 19b above, we have no liability to you for any Losses, costs, damages, liabilities or expenses suffered relating to these SP Terms or any trading activities undertaken by you using the Service(s), except where caused directly by the willful default or fraud by us or our employees, agents or sub-contractors.
- d. We shall not be liable to you for any indirect Losses which you suffer, except in the case of our willful default or fraud unless we are prohibited from excluding liability by law.
- e. Without prejudice to any other limitation of our liability contained elsewhere in these SP Terms, 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.
- f. You will be responsible to us, our officers, directors, employees, agents, successor and/or assignees, for all Losses, claims, proceedings and expenses (including but not limited to legal expenses and experts' fees) arising (whether directly or indirectly) out of or in connection with:
 - i. Any failure by you to perform any of your obligations under these SP Terms; or
 - ii. Any false information or declaration made to us or to any third-party.

20. TERMINATION.

- a. These SP Terms may be terminated immediately by us if we believe that:
 - i. You are or may be in breach of these SP Terms or any terms and conditions of a Third-Party Provider;

- ii. A significant number (as determined by us) of Members make complaints against you in relation to the Service;
 - iii. 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;
 - iv. Any representations or warranties given by you in these SP Terms is/are or become untrue;
 - v. It is necessary for our own protection or the protection of any Associated Company;
 - vi. 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 these Terms; and/or
 - vii. If the Signal Provider is 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 20a above, these SP Terms may be terminated by us upon ten (10) calendar days' notice to you in writing;
 - c. The SP Terms may be terminated by you upon giving us ten (10) calendar days' notice in writing **SAVE THAT** notice cannot be given if there are any open Transactions, if a stated strategy has not been completed or if the terminations is, directly or indirectly, as a result of a Member's complaint.
 - d. The service of any termination notice will not affect any obligation or liability that may have already arisen under these SP Terms. In addition, Signal Provider confirms that it will continue to provide any information and documentation to Pelican that Pelican requests in relation to any services and/or Trade Alerts/Signals it provided prior to termination and whether such request relates to a request from the FCA, any other regulatory or administrative body or a court or anything /anyone in preparation therefor.
 - e. The following provisions will continue in full force and effect following termination of these SP Terms: Intellectual Property Rights, Notices, Data Protection, Assignment, Severability, Third Party Rights, Confidentiality, Liability and Governing Law.

21. GOVERNING LAW

- a. These SP Terms 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 these SP Terms, 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.

22. 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 mike.read@pelicantrading.io.
- b. For the avoidance of doubt, as the SP Terms are not an Investment Product, as a Signal Provider, you are not able to refer your complaint to the Financial Ombudsman Service for further investigation.

Last updated: February 2025

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