

# Social Trading Authorisation and Subscription Terms

These terms apply provided that you have already agreed to the General Terms of Business of 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 licence no. no. 441/24 ("**Pelican**"), which outlines and governs your use of the Pelican website and the Pelican social trading application.

The following terms govern your connection between the Pelican application and a third-party provider, being a financial institution or broker with whom Pelican (or an affiliate of Pelican) has partnered, and who offers to you execution-only trading services and a related trading platform.

These terms apply to you if you are a Client (as defined below) of one or more of the connected brokers, available on the App as a listed broker. These companies (or their affiliates) have partnered with Pelican to enable their Clients to connect to the Pelican application at the specific request of each respective Client (hereinafter collectively or separately your "**Broker**").

If you are a Client of a Broker and you wish to connect your trading account with the Pelican application, these terms apply to you.

These terms are considered as social trading authorisation and subscription terms of **both**, Pelican and Broker, and are accepted by the Client who connects a trading account held with a trading platform of the Broker with the application of Pelican. Therefore, please treat these terms as tri-party agreement.

## Definitions:

"Account" means a trading account held by a Client with your Broker.

"Client" is an individual or entity who has applied for and been granted a trading account with your Broker.

"Fees" are the fees you pay when you follow or copy a Signal Provider, further details of which are set out in a fee schedule available on the App.

"Losses" means, 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 your Broker under these terms.

"Signal Provider" a trader who the Client has been introduced to or has followed on the Pelican application.

1.1 The Client hereby subscribes to follow the trades of a Signal Provider and agrees to the Fees and any other charges, connection costs or other fees stated in the subscription information provided.

1.2 These terms are personal to the Client and cannot be assigned.

1.3. The Client understands that your Broker does not, by implication or otherwise, endorse the operating methods of the Signal Provider, and is not a party to, nor has any control over, the Pelican application. The Client hereby releases your Broker from any and all liability to the Client with respect to damages or Losses sustained or alleged to have been sustained as a result of your Broker following the instructions of a Pelican Company, and/or a Signal Provider, or for any matter arising out of the relationship between the Client and the Signal Provider, and the Client shall indemnify your

Broker or the relevant Broker from any and all Losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising therefrom.

1.4. The Client agrees to hold the relevant Broker harmless and to indemnify it as to any expense, damage or liability sustained by the Client with respect to any and all acts and practices of the Signal Provider.

1.5. your Broker shall have no liability for following instructions provided to it by a Signal Provider or a Pelican Company, and the Client shall not attempt to hold your Broker liable for a Signal Provider or the Pelican Group's actions or omissions. The Client understands that the your Broker, does not, by implication or otherwise, endorse the operating methods of such Signal Provider or Pelican.

1.6. In addition, the relevant Broker is further authorised and directed to deduct from the Client's account and pay a Pelican Company (who will distribute to the Signal Provider the relevant portion of fees) the amount of all management fees, incentive fees, advisory fees and/or brokerage commissions to be paid to the Signal Provider and/or Pelican once instructed by a Pelican Company. The Client understands that the calculation of such fees and commissions is conducted by Pelican Group in accordance with the terms as agreed between the Client and the Signal Provider at the time the Client chose to follow the Signal Provider.

1.7 Client acknowledges and agrees to any fees and commissions charged by the Signal Provider. No Broker is an agent or representative of the Signal Provider. The relevant Broker is merely facilitating the payment of such fees from the Client to the Signal Provider (via Pelican Group) as authorised by the Client.

Any dispute with regards to any fees charged to the Client by the Signal Provider under these terms shall strictly be between the Signal Provider and Client, and no Broker shall have any liability to either party for the facilitation of payment of such fees.

1.8 Any amounts due to the Signal Provider from the Client shall be charged to the Client at the currency equivalent of the Client's Account base currency.

1.9 The monthly Fees shall be payable within 21 days (if applicable) from the end of the month to the Signal Provider.

1.10 The Client and the Signal Provider acknowledge that if your Broker cannot pay the agreed Fees from the Client's Account for any reason whatsoever, the liability to pay such Fees remains the sole liability of the Client. No Broker shall have any liability for any unfulfilled commitments between the Client and the Signal Provider.

1.11 The Client accepts that the relevant Broker will pay any Fees owed to a Pelican Company from the Client's Account under these terms until the Client terminates following or copying the Signal Provider.

1.12 For the avoidance of doubt, a Signal Provider has no authority to change a Client's username or password or to add, delete or change any Client or Client Account information, or to have access to or withdraw from a Client Account.

1.13 The Client authorises the relevant Broker to copy the trading parameters of a Signal Provider in every respect concerning the Client's Account. Your Broker is authorised, but not required to, conduct further inquiry or seek to confirm authorisation from the Client, or seek further clarification from a Signal Provider, Pelican Group, or the Client regarding any instruction from the Signal Provider or Pelican Group. Your Broker reserves the right, in its sole discretion, to refuse to honour particular instructions from a Signal Provider or Pelican Group, or to no longer honour instructions or requests for information from a Signal Provider or Pelican Group.

1.14 The Client and Signal Provider acknowledge that all information provided by either of them is subject to verification, and the Client and Signal Provider authorise Pelican Group to verify all information through the use of credit agencies or any other customary or reasonable means.

1.15 The Client acknowledges that its relationship with the Signal Provider and Pelican Group are not promoted by, endorsed by, or is the responsibility of the relevant Broker. Your Broker strongly encourages the Client to conduct its own research, due diligence, and take relevant measures to understand and protect itself against all risks. It is the Client's responsibility to read and understand all information that relates to Pelican or the Signal Provider including:

- a) any disclosure document that, at a minimum, provides the Signal Provider's biography, outlines the Signal Provider's investment or trading methodology, discloses the Fees charged by the Signal Provider, and discloses all risks associated with such investment or trading methodology;
- b) where required, confirm Pelican or the Signal Provider has the appropriate authorizations to provide their investment services to you and has never been denied registration, nor has any disciplinary history;
- c) seek independent advice to verify the accuracy of any performance record provided to you by a Signal Provider, and review any contractual terms to be agreed by and between you and any other party.

1.16 The Client agrees to pay the relevant Broker promptly on demand for any and all losses arising therefrom or debit balance due, where applicable.

1.17 The Client acknowledges, understands and accepts that any and all transactions entered into by copying the trading strategy of a Signal Provider are entered into at the Client's own risk and that those transactions are governed by the relevant client documentation the Client has agreed to when applying for an Account with the relevant Broker. This Indemnification shall remain in full force and effect until these terms are terminated in accordance with these terms. Termination of these terms shall not affect any liability in any way resulting from transactions initiated prior to such termination. The rights of the relevant Broker under this paragraph are in addition to any other rights it has under any other Agreements with the Client and Pelican.

1.18 The Client and Signal Provider acknowledge and agree that their relationship with each other, and each of their relationship with Pelican Group shall be governed by these terms and any other terms agreed to by each of them provided by a Pelican Company. The Client's Account shall be governed by the Client documentation the Client has entered into with the relevant Broker.

1.19 This document shall remain in effect until written notice of termination is given to your Broker by either Pelican Group, or the Client. Such termination shall not affect accrued rights and liabilities or open trading positions.

1.20 Your Broker or Pelican Group may terminate this agreement or disconnect any Client from the Pelican application for any reason whatsoever.

1.21 These terms constitute the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes any previous agreement whether written or oral. All terms, conditions and warranties implied by statute or common law are excluded to the fullest extent permitted by law.

1.22 These terms are governed by and shall be construed in accordance with the laws of the jurisdiction of incorporation of the relevant Broker without giving effect to any conflict of laws doctrine. Each party irrevocably submits to the jurisdiction of the courts located in that jurisdiction and the Client waives the right to object that such court does not have jurisdiction over a party or that it is an inconvenient forum.

1.23 These terms shall be agreed to by ticking the acceptance box within the Pelican application which constitutes binding acceptance by the Client.

1.24 These terms are personal to the Client and the Client is not entitled to assign, novate, transfer, charge, sublicense or deal in any other manner with these terms. Notwithstanding the foregoing, any Broker may assign or transfer all of its rights and obligations under these terms at its sole discretion.

1.25 These terms may be updated periodically. By continuing to use Pelican's application or services, or a Signal Provider's services, following any amendment, a Client shall be deemed to accept the updated or amended terms. All parties shall be deemed to be bound by those terms in force at the time of the relevant transaction, dispute or issue. These terms shall be available on Pelican's website at all times or upon request, and it is the responsibility of the relevant party to familiarise themselves with the latest terms. Where terms are updated, Pelican Group will endeavour to provide 5 business days' notice to you unless such amendment or variation is required sooner as a result of a change of any applicable law, rule or regulation.