



General Terms & Conditions

1. Information

Reign Capital Limited (“**Reign Capital**”) or (“**RC**”) is a company operating under the umbrella of London & Eastern LLP, a Financial Conduct Authority (FCA) regulated entity, as Pelican Asset Management (“**LE**”), whose registered office is at 85 Great Portland Street, London W1W 7LT, United Kingdom, and whose partnership number is OC345870. These general conditions (hereinafter the “**Terms and Conditions**”), constitute the agreement (hereinafter the “**Agreement**”) between Reign Capital and the Client (hereinafter the “**Client**” or “**you**”). The Agreement governs the service we provide to the Client and all transactions between Reign Capital and the Client (hereinafter afterwards, together with the “**Parties**”, individually a “**Party**”).

We ask you to read this Agreement carefully, which contains important information concerning the rights and obligations of the Parties under the Agreement. If you want more details on certain elements appearing in the Agreement, we invite you to contact us as soon as possible (details below).

We will directly notify you of your “customer classification” result from the internal customer classification procedure to which conclusion will be one of the following:

- a) If you are classified as a professional client (hereinafter “**Professional Client**”), you can ask to be classified at any time. Non-professional client (hereinafter “**Non-Professional Client**”) and benefit from enhanced protection as provided for in regulations.
- b) If you are classified as a Non-Professional Client, you may, under certain conditions, request to be classified as a Professional Client or Eligible counterparty (hereinafter “**Eligible Counterparty**”).
- c) If you are classified as Professional Client, you will lose the enhanced protection granted to Non-Professional Customers regarding Regulations.
- d) If you are classified as Professional Client, you have the possibility, under certain conditions, to request to be classified as Counterparty Eligible.

Reign Capital is happy to provide you with additional information regarding your classification.

2. Terms & Condition

Reign Capital may amend the provisions of the Terms and Conditions after giving you written notice. All changes will become effective:

- i. in respect of Retail Client, 10 (ten) business working days after receipt of the notice, and
- ii. in respect of the Professional Client, on the date of receipt of the notice as set out in the Terms and Conditions or such earlier date as set out in the notice.



However, no changes to the Terms and Conditions will be applied to transactions in progress prior to the entry into force of such changes. If you do not wish to accept a change to the Terms and Conditions, you may request Reign Capital to close your outstanding transactions and to close your account in accordance with this Agreement. This agreement constitutes the entire understanding between the parties with respect to the matters addressed herein and supersedes any other oral or written communication, proposal, statement, or agreement made with respect to the matters addressed herein.

3. Service

Reign Capital provided three lines of services:

- Investment Management services
- Training and Development services
- Professional Development and Mentoring program

3.1. Investment Management Services

Under the umbrella of our institutional partnership broker (<https://reigncapital.co.uk/institutional-partnerships/>), we manage two sets of Multi-Account Manager systems (MAM) accounts to execute block trades across an unlimited number of client sub-accounts; all from MetaTrader4 terminal delivering yield geometric growth to our clients with no human intervention whatsoever required. These infrastructures are all FCA approved and regulated by our Principal Firm and Broker thus tailored for ALL investors within the UK & EU (as well as international clientele). As part of our Trader /Signal Provider Agreement with London and Eastern LLP And Reign Capital Limited, we'll generate a 30% Performance Fee, 0.5% Management Fee monthly (6% yearly) from clients, and an additional 30% will be paid as Broker Commission (original contrast available upon formal request at info@reigncapital.co.uk).

3.1.1. RISK DISCLOSURE

Reign Capital is an early-stage Institute of Trading & Quant Global Macro Management firm, delivering discretionary risk-adjusted investment for self-directed investors, high net worth individuals, family offices, and institutions through its regulated entities. Reign Capital operates under the umbrella of an FCA-regulated entity (London & Eastern LLP trading as Pelican Asset Management (“LE”). Registered Office Address: 85 Great Portland Street, London W1W 7LT, UK. Partnership number OC345870. Authorised and regulated by the Financial Conduct Authority (FCA) FRN: 534484).

This notice is provided to Clients in accordance with all applicable laws and regulations. This Notice cannot and does not disclose or explain all the risks associated with Reign Capital's Nature of business (SIC):

- 70221 - Financial management
- 66300 - Fund management activities
- 70229 - Management consultancy activities other than financial management



It explains, in general terms, the nature of the risks associated with the services, particularly to entering transactions with financial instruments provided by Reign Capital but it cannot explain all the risks and how these risks relate to your personal circumstances. You should seek professional and independent expert advice if you deem it necessary. Before deciding to invest, you should carefully consider your objectives, level of experience, time horizon, and risk appetite. You should not commence investing with Reign Capital unless you declare that you have read, understood, and accepted the generic and instrument-specific risks:

3.1.2. General Risks of Trading

Reign Capital does not warrant the initial capital of your portfolio or its value at any time or any money invested in any financial instrument. You should completely acknowledge and accept that you run a great risk of incurring losses and damages because of the purchase and/or sale of any financial instrument and accept and confirm that you are prepared to take on this risk.

You should completely acknowledge and accept that, regardless of any information which may be offered by Reign Capital, the value of any investment in financial instruments may fluctuate downwards or upwards and it is even likely that the investment may become of no value. The fluctuations may result in a whole or partial loss of your initial investment capital. The Client recognizes and accepts that there may be other risks that are not covered in this section.

3.1.3. Specific Risks of Trading Regulatory and Legal Risk

Potential changes in laws and regulations affecting the investment sector and/or a specific financial instrument can have unforeseeable and material effects on your investment. The risk involved with regulatory or legal amendments and/or changes is unpredictable and may vary depending on the market.

3.2. Training & Development / PD & Mentoring:

Live trading courses are delivered at our office in One Canada Square, Canary Wharf. Our training services offer structured monthly consisting of four modules covering FX-Trading. We offer two (2) teaching methods, including an interactive classroom-style workshop, and live remote seminars for international students. Our courses are recorded and broadcast online (video communications) to enable students to access the course material afterward. In the future, we intend to offer a wide range of financial markets courses being considered, for more information please contact us at info@reigncapital.co.uk. On registering for the Reign Capital's Training & Development services and/or PD & Mentoring programs, I acknowledge that I have read, understood, and agree to abide by the full RC's Terms and Conditions.

3.2.1. Student Warranties

- 3.2.1.1. The student warrants that all documents and information supplied are true, authentic, and correct.
- 3.2.1.2. Where the student has supplied incorrect, fraudulent, or misleading information, the student will automatically be withdrawn from the course and will not be entitled to a refund of any fees paid.

3.2.2. Code of Conduct

- 3.2.2.1. Students are expected to conduct themselves, always, in a manner that demonstrates respect for Reign Capital members, fellow students, members of the public, and Reign Capital's Property. Breaches of the student code of conduct may constitute gross misconduct, which may lead to expulsion from the course training.



3.2.3. Withdrawal

- 3.2.3.1. The student agrees that he/she cannot change, defer, or withdraw from the program without prior consent from Reign Capital. Any failure to start the course as scheduled, without prior notification to the Reign Capital Training & Development / PD & Mentoring departments, will lead to expulsion from services. No refunds will be given.
- 3.2.3.2. Where a student has withdrawn from the program without prior consent, Reign Capital reserve the right to pursue the student for outstanding fees.

3.2.4. Registration on Course

- 3.2.4.1. Registration in the Training & Development services and/or PD & Mentoring programs constitutes registration as a client with Reign Capital. Students agree to be bound by Reign Capital under its General Terms and Conditions.

3.2.5. Refund Policy - Student Default

- 3.2.5.1. If a student withdraws from any of our courses more than fourteen (14) business working days before commencement of the course, he/she is entitled to a full refund less a 30% processing fee. Any refunds will be processed within forty-five (45) business working days of claim.
- 3.2.5.2. Up to 70% refund will be given to any student who withdraws up to fourteen (14) business working days before the commencement of the course.
- 3.2.5.3. No refund will be given to any student who withdraws after commencement of the course[^]. Once a delegate has signed their student enrolment form and commenced their given program, they are obliged to pay their tuition fees in full according to their installment plan.
- 3.2.5.4. If a student defers their course, the right to apply for a refund is waived. Where a student has deferred their course, and subsequently fails or attempts to withdraw from the course, no refunds will be provided save in exceptional circumstances. RC has sole discretion in determining whether a student's circumstances are exceptional[^].
- 3.2.5.5. Any refunds awarded in respect of this clause will be processed within forty-five (45) business working days of the claim.

3.2.6. Data Protection

- 3.2.6.1. Your enrolment on a course of study requires sharing of personal information about you (including “**Sensitive Personal Information**”) with Reign Capital. You give your express permission for the sharing of information for the purposes of managing your application, enrolment, academic achievement, fees management, and related activities. All information will be held and processed in accordance with the requirements of the Data Protection Act.

3.2.7. Confidentiality

- 3.2.7.1. You shall not, except as authorised by Reign Capital, divulge to any persons, firm, company, or other organisation whatsoever at any time any confidential information belonging to Reign Capital or relating to its affairs or dealings which may come to your knowledge during your association with Reign Capital. All papers are confidential, together with any copies or extracts thereof, made or acquired by you in the course of your time with Reign Capital Training & Development and PD & Mentoring services.

3.2.8. Regular Updates

- 3.2.8.1. General Terms and Conditions are subject to change. We communicate changes through updates to our websites. It is advisable to regularly check for updates.



4. Liability and Indemnification

4.1. Principle

Neither Reign Capital, its Institutional Partners, Directors, or Brand Ambassadors, will be liable for any loss or damage (including direct, indirect, incidental, punitive, special; or consequential loss, loss of revenue, loss of information, loss of use of the platform, interruption of business, loss of reputation or goodwill, opportunity costs, service costs or downtime) incurred by you or any other person (even if you or any other person has been advised of the possibility of loss, damage or costs) in connection with the provision of a service where this agreement is valid unless the loss or damage suffered is directly attributable to the negligence, fraud or willful misconduct of Reign Capital. In addition, you agree to hold Reign Capital, its Partners, Directors, Brand Ambassador, and Successors harmless from any loss, liability, damage, cost, or claim of any kind - including legal representation costs that are caused by the use of trading systems, prepared by you or a third-party, and executed through any platform offered by RC.

4.2. Internet Outages

As Reign Capital does not control the strength of the signal, its reception or routing over the Internet, the configuration of the Client's equipment, or the reliability of their connection, we cannot be held responsible for communication failures, or distortions.

4.3. Obvious Errors

A “manifest error” is a clear or obvious error by Reign Capital in the current market conditions during the execution of an order. Reign Capital, in determining an obvious error, will act fairly with you, but Reign Capital will not take into account the fact that you may have entered into or refrained from entering into a financial commitment in respect of an order executed with Reign Capital (or the fact that you may have suffered a consequential and indirect loss or loss of profit). Reign Capital reserves the right, in its sole discretion, to cancel in good faith any trade resulting from an obvious error to the extent that the obvious error is deemed never to have changed the terms of trade.

5. Declarations and Guarantees

5.1. You represent and warrant to us that:

5.1.1. If you are an individual, you are not legally incapacitated.

5.1.2. If you are a company, you are duly incorporated and operate in accordance with the laws of your country of registration.

5.1.3. No person other than yourself has or will have an interest in your account (s).

5.1.4. You are aware of the risks resulting from trading over-the-counter transactions.

5.2. You represent and warrant that the information disclosed in the information form (including information financial) is true, accurate, and complete. You must notify us immediately of any changes to the information that you provided to us.

6. Complaints

6.1. If you have a question and/or concern and/or problem and/or reason to be dissatisfied with any aspect of our service, you should direct your discontentment to: info@reigncapital.co.uk.

6.2. We will provide you with a regular written update on the progress of the complaint investigation at intervals not exceeding twenty (20) business working days.



- 6.3. We will attempt to investigate and resolve the complaint within thirty (30) business working days.
- 6.4. If the thirty (30) business working days have passed and the complaint has not been resolved, we will inform you of the expected timeframe within which we hope to resolve the complaint.
- 6.5. Once the investigation of the complaint is complete, a final response will be sent with the results of the investigation together with the required explanations and the remedial action that Reign Capital intends to take.
- 6.6. A complaint will be considered resolved or settled when Reign Capital has sent a final written response.
- 6.7. If you feel that your complaint has not been resolved satisfactorily, you may refer it to the FCA. For more information about the FCA and the services it provides, please visit its website at <https://www.fca.org.uk/>.

7. Entire Agreement

- 7.1. This Agreement, together with all references in this Agreement to Reign Capital's policies and procedures, represents the entire agreement between Reign Capital and the Client, superseding all previous written and oral agreements.

8. Assignment

- 8.1. The Client may not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of Reign Capital. Any attempted assignment or transfer in breach of the foregoing shall be voided. Though, RC may freely assign this Agreement.

9. Applicable Law & Jurisdiction

- 9.1. This Agreement, the rights, and obligations of the parties hereto, and any legal or administrative action or proceeding arising directly or indirectly out of or in connection with the transactions contemplated hereby, shall be governed by, construed, and enforced in all respects in accordance with the laws of England & Wales, Reign Capital and the Client irrevocably submit to the exclusive jurisdiction of the courts of England.

10. Binding Effect

- 10.1. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of the Client at any time opened or reopened with Reign Capital, regardless of any change or change at any time in the personnel of Reign Capital or its successors, assigns, subsidiaries, affiliates, or agents.
- 10.2. This Agreement, including all authorisations, shall inure to the benefit of Reign Capital and its subsidiaries, affiliates, agents, successors, and assigns, whether by merger, consolidation, or otherwise, and shall be binding on the Client and/or its estate, executor, trustees, administrators, legal representatives, successors, and assigns.
- 10.3. The Client hereby ratifies all transactions with Reign Capital made prior to the date of this Agreement and agrees that the Client's rights and obligations in respect thereof shall be governed by the terms of this Agreement.



11. THE CLIENT ACKNOWLEDGES HAVING RECEIVED, READ, AND UNDERSTOOD THIS AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN.

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