# END USER AGREEMENT

Please read the terms and conditions of this End User License Agreement (hereinafter the "Agreement") carefully before continuing with the platform installation and creation of an account.

Streple is a product of Elysium Research, a technological and innovative solutions provider. Streple is the first educational social trading platform built for beginners who want to understand the digital market, trade and tokenise real-world assets. The Streple Social Trading product does not provide any financial advice, investment, trading execution or data feed services, nor does it engage and/or interfere autonomously in a commercial manner in any way in any trading operations. The content of the information available on the platform is not considered financial advice and does not constitute investment advice. Streple does not undertake to conduct any of your transactions either as your counterparty or as your executing broker and therefore assures no liability in the event of non-performance (total or partial) or delayed execution related to the use of the Platform.

Streple is an educational and social trading platform that allows users to interact, follow, and copy other traders, strategies, and/or portfolios by using the information and providing users with "social trading features". Social trading features include detailed account information, trading histories, risk profiles, and other information related to Streple traders, strategies, and/or portfolios that may be useful to you when deciding whether to copy a trader's strategies. Streple shall not offer users any kind of investment advice or other investment service. You should consult a professional and licensed investment advisor before using this application and conduct your own research and due diligence. Steeple has no responsibility for any trading choices you have made on your own. Streple offers a platform for users to copy and adopt the trading strategies of other users. Streple does not recommend or suggest to any user of the platform any transaction in any financial instrument, nor does Streple represent that such transactions may be suitable for you or any other user.

#### **Copy Trading Services**

Streple offers social trading solutions that allow users to replicate the trades of other traders on the Streple platform. Streple copy trading services give users the option to copy the orders of pro traders while learning how to trade. Each portfolio will have certain profiles and parameters, which may be set either manually or by using certain algorithms. More information about our copy trading functionality is available on our website.

We reserve the right to update or amend the structure and/or composition of a functionality on the Streple social trading platform at our discretion, without notifying you. This is called "re-balancing".

## Classification of Trade

The copy trade services may result in trades in many financial instruments and/or crypto assets. Each trade opened on your behalf, as part of the copy trading functionalities, will usually be classified under the same asset class as classified in the copied account.

#### **Risk Warning**

Trading has a high level of risk, and there is always the potential for loss and trading results may vary. You must thoroughly assess and comprehend the particular risk associated with social trading activities. Streple does not guarantee profits or freedom from loss, as much as past performance does not indicate future results or profits. No representation is being made that any account will or is likely to achieve profits or losses similar to those copied trades. There are often sharp differences between hypothetical performance results and the actual results subsequently achieved by any copy trader.

By using Streple, you acknowledge that you understand and accept the risks associated with internet-based copy trading activities, including but not limited to hardware, software or internet connection-related issues, and the potential inability to transmit relevant communication due to error or interruptions. Since Streple does not determine signal power, its reception or rerouting through the internet, the configuration of your hardware or software, or the reliability of your internet connection, you agree that you are solely responsible for such failures. Streple recommends that you should be cautious when using a mobile device for educational and social trading interactions on the Streple platform. Devices depend on wireless connectivity and are subject to the limitations of mobile data, WIFI and mobile communication network restrictions, and may not provide you with the same functions as accessing the Streple platform from a web browser. Streple shall not be liable to any person for any losses, damages, costs or expenses (including but not limited to loss of profits, loss of use, direct, indirect, incidental or consequential damages), resulting from the use of a device.

This Agreement shall be effective for both individuals and companies, including users authorised to act on behalf of legal entities, their staff or other people who use or have access to the Streple platform on the legal entity's behalf.

This Agreement and its updates are the legally binding agreement between you, the end user and the Streple platform, and it shall apply to the use of the platform on any of your or third-party devices on which it is installed, whether by you or a third party. You can accept this.

Agreement by clicking on the "Accept" button or by using the relevant link on the platform.

## 1. Terms and Conditions

For this Agreement, the following terms shall have the meaning and are defined as specified below:

- 1.1. Platform: means the Streple software, which is an available and licensed product of Elysium Research, allowing end users to learn and copy a pro trader, in an automated way and subject to the application of various parameters and limitations, trading signals generated by pro traders and other third-parties users, as set out in this Agreement and explained on Streple's website. For the subcomponents, parallel systems, system code, protocols, data, and API documentation are considered an integrated part of the Streple product.
- **1.2. Streple** means the registered trademark and software developed, copyright, and distributed by Elysium Research, a technological and innovative solutions company or its affiliates.
- **1.3. Affiliate-** means any entity, corporation, or physical person that directly or indirectly has a significant impact on the operations and functioning of Streple.
- **1.4. Agreement** means this End User License Agreement, and its updated, supplemented and/or altered editions in the future, as in force now or later.
- **1.5. Effective Date-** means the date on which this Agreement is entered into by clicking on the "Accept" or similar button in line with the above procedure or by your use of the Streple platform, whichever happens sooner.
- 1.6. Financial Institution- means a third-party legal entity that offers end users (traders) with financial, investment, brokerage, trading or information services in local or foreign currency or equity markets.
- **1.7. Agreement of Terms of Service-** means the terms and conditions and policies in effect for your usage of the Streple software, the platform and any other Streple's website, which are published in furtherance of the Agreement.
- **1.8. IP Rights-** means patents, designs, trademarks and trade names (whether registered or unregistered) copyright and ancillary rights, code rights, database rights, technical knowledge and confidential information; all other IP rights and similar or equivalent rights throughout the world now or hereafter; applications, outstanding applications, extensions and updates in respect of any rights.
- **1.9. Streple Online Materials-** means the information that is available for you to download from Streple's website, including any other modifications that Streple deems fit to add in its discretion.

- **1.10. Promotional Materials-** means all trademarks, names, brands, signs, logos, banners, including any other materials, in any format, belonging to and used by Elysium Research to market its product, services and operations.
- 1.11. Streple website- means all the data and information currently found under the URL, https://www.streple.com/ including any other URL from which the Streple software can be downloaded.
- **1.12. User Account-** means an account with a login and password that you register to use the Streple social trading education platform
- 1.13. Acceptance of Terms- By creating an account or using any services on Streple, you acknowledge that you have read, understood, and agreed to be bound by this Agreement.
- 1.14. Eligibility- You must be at least 18 years of age (or the applicable legal age in your jurisdiction.
- 1.15. User Responsibility- As a user of the Streple product and software, you agree to:
- (i) provide accurate and complete information;
- (ii) maintain the confidentiality of your account credentials;
- (iii) be responsible for all activities under your account;
- (iv) use the platform for lawful purposes only.
- **1.17. Core Services-** Services include access to educational and trading guides; copy trading services where users can follow and copy expert traders; and a simplified social trading and innovative learning experience.

This schedule sets out the specific terms that will apply to you when using the Streple social trading and learning product and software.

## 2. License Grant and Restrictions

- 2.1. License- according to the terms and conditions of this Agreement, Elysium Research provides you with a limited, across the world, non-exclusive, non-sublicensable, non-assignable, non-transferable, installation and usage of the Streple Platform and further trading through your learning and trading account held in financial institutions with which you entered into separate agreements. The License does not grant you the right to access any version update or guarantee the continuous availability of the Streple platform. Revisions may be made to the platform or any of its functionalities, or may stop providing Streple, or may require you to stop using them, which may result in compatibility issues, access to the functionality of the Streple platform, network, system, websites, servers, tools, information and databases, or other commercial activities related to them, at any time without prior notice.
- **2.2. No Granting of Rights to Third Parties-** Streple or any of its components should not be sold, assigned, rented, leased, distributed, exported, or given rights to use to any third party by you.
- 2.3. No Platform Alteration- You agree to not to intentionally or unintentionally cause, permit, or authorise the modification, translation into other languages, creation of derivative platforms or services, reverse engineering, decryption, decompiling and/or disassembling of the Streple software or platform and any of its components or parts. You also agree not to gain unauthorised access to databases or network protocols or compromise the integrity of the platform's security system. Furthermore, you must not modify the Platform's interface in any manner. You will always comply with the requirements and specifications related to design, use, and presentation of the platform. This provision remains in effect even after the termination of this Agreement.
- **2.4. Third-Party Software** the Streple platform might include third-party software and technology that is owned and controlled by others, and may also be integrated into such software and technology. Any such third-party software or technology that is integrated into the Streple platform shall be subject to the terms of this Agreement. By using third-party software or services, you agree to be bound by their terms and licenses (if any), and you agree to comply with the provider's terms of service. The third-party provider is solely responsible for providing its services to you and you are solely responsible for your use of them. Elysium Research is not under any obligation to offer support or maintenance for any third-party software or service.

Elysium Research also disclaims any liability arising from or related to the use or distribution of third-party software, including claims for direct, indirect, incidental, consequential or punitive damages. In addition, Elysium Research makes no guarantees regarding third-party software, including their merchantability, fitness for purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and non-interference.

If any third-party software or technology is distributed with the platform, you must explicitly accept a license agreement with that third party. You further acknowledge and agree that you are not entering into a contractual relationship with Elysium Research or its affiliates regarding such third-party software, technology, or service. Any rights you have against any third-party software must be enforced against the applicable third party, not against Elysium Research or its affiliates. The contracting parties agree that Elysium Research is responsible for addressing any claims of yours or any third party relating to the Streple software or your possession and use of it, including but not limited to:

- (i) product liability claims;
- (ii) any claim that the software fails to conform to any applicable legal or statutory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation, including in connection with the software's use. As far as the matter is concerned, Streple's liability to you is limited to the minimum stipulations of the applicable law.
- 2.5. Exclusive Ownership- You acknowledge and agree that all IP rights in the platform, Streple software, websites, online materials, and promotional materials are and shall remain the exclusive property of Elysium Research. Nothing in this Agreement shall be interpreted as a transfer or vesting of any such rights in you. The right to use the platform is restricted and limited solely to you. You are prohibited from taking any action that may jeopardise, limit, or interfere with the IP rights. It is further acknowledged and agreed that any unauthorised use of the IP rights is a violation of this Agreement and also contravenes the international laws and treaties governing intellectual property, including but not limited to copyright and trademark laws. The ownership of any third-party content that can be accessed through the use of Streple's software, but not contained within the software, including all titles and intellectual property rights, belongs to the respective owners of the contents. These contents may be protected by copyright or other applicable intellectual property laws and treaties. This clause will continue to be in effect even after the termination of this Agreement.
- **2.6. No Removal of Notices**You are not authorised to alter, obscure, illegibly remove, or modify any notices or indications of Streple IP. These notices or indications may be affixed on, contained in, or otherwise connected to any existing materials. To the best of your ability, you agree to uphold the value and reputation of Streple software and brand. Streple may consider it fraudulent, inappropriate, or contrary to the terms of the Agreement for you to use the Streple platform in any third-party software application.

# 3. Regulatory Status of the Copy Trading Service and Suitability Assessment

- **3.1** Our copy trading functionality may amount to a form of discretionary investment management. This means that, before users can engage in copy trading, we are required by law to assess whether copy trading is a suitable investment tool for you and under what conditions (the "Suitability Assessment"). The result of the Suitability Assessment is determined by the information and documents provided to us by users, which users can update at any time.
- **3.2**. We set up a user profile based on the Suitability Assessment, and the user's ability to enter into copy trades may be limited by their Suitability Assessment. If we determine that copy trading is not a suitable investment tool for a user (or if a user does not complete the required information for us to perform a Suitability Assessment), then such a user will not be permitted to access the copy trading functionalities of the Streple platform. We are not liable for any losses that a user suffers as a result of providing false or misleading information as part of your Suitability Assessment, including where this leads to us creating an inaccurate investment profile for you.

## 4. Limitations to Copy Trading Service

- **4.1**. We do not provide personalised investment recommendations, investment advice, tax-related advice, or other financial-related advice of any kind. Any explanation or information which we give to users as part of a copy trade or about the performance of the copy trade is not intended to be, and should not be considered, as financial advice. This information is provided by us solely for informational purposes.
- **4.2**. Users should use any information gathered from our website or social trading features as a starting point for their own independent research and investment decisions. However, users should not make investment decisions based on information provided on the Streple platform or Streple Community.
- **4.3**. We will take reasonable steps to monitor the performance of any copied trader under the copy trading functionality, as well as the performance of the different trading strategies and portfolios under this functionality. We reserve the right to pause, stop, or block: (a) any Streple copytrader from being copied under the copy trading functionality; and (b) any portfolio of trading strategy from being copied under the copy trading functionality.

## 5. Some Key Risks of Copy Trading

- **5.1** In deciding to copy a specific trader's strategy and/or portfolio, users should consider their financial situation, including financial commitments. Users should understand that copy trading is highly speculative and that they could sustain significant losses exceeding the amount used to copy a trader or traders as a result of the following:
- (a) It will involve automated trading execution whereby trades are opened and closed in your account without your manual intervention;
- (b) If you manually modify or close an order generated by the copy trading functionality, users may achieve a materially different result than the trader that they copied;
- (c) Copied trades in amounts lower than the minimum trade will not be opened;
- (d) If you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time the trade being copied was originally opened;
- (e) Cash-out and withdrawals by the copied trader, strategy and/or portfolio when you are using the copy trading functionality may also generate a materially different result than the trader that they copied, as it may affect the copy trading proportions. This is due to different factors, including starting account balance, minimum trade size, the investor's account settings, differences in spread, interest and investment price at time of investment, and also the difference in fees that may be incurred.
- (f) Following/copying the trading decisions of inexperienced and/or unprofessional traders; (g) Following/copying traders whose ultimate purpose or intention, or financial status, may differ from yours; and/or;
- (h) Following and/or copying traders who trade, which include, products restricted as a result of the Applicable Law relating to your account and where a replacement equivalent trade cannot be executed may result in the economic performance, portfolio composition, risk rating and other factors relating to your portfolio deviating from the portfolio of the copied trader.
- **5.2** We are unable to provide any guarantee as to the performance of any particular copy trader, trading account, portfolio or strategy. Please always refer to the product you are copying and the risks that apply to trading that product.
- **5.3**. Past performance, risk scores, statistics, and any other information relating to Streple under our copy trading functionality, or of different portfolios and trading strategies under the functionality, are not reliable indicators of future performance. We do not represent or guarantee that you will achieve profits or losses similar to those shown on the Streple trader or portfolio that you are copying. We also do not represent or guarantee that the risk score of a trader will accurately reflect the risk of their future performance.

#### 6. Conflicts of Interest

We are required to act in the user's best interest when providing our services. However, there may be instances where your interest conflicts with our interests or with another client's interests. For example, relating to copy trading, we may compensate popular Streple traders whom you and/or others have elected to follow and/or copy.

## 7. Placing an Order

- **7.1**. Before you enter into the copy trade, you will need to allocate the amount of money you would like to put towards that copy trade. Such amount shall be allocated in transactions at the same proportion as it is allocated in the copied account. We will then automatically execute that order for you, which means we will not obtain your confirmation before we do this. The opening of such transactions shall not require any prior consultation, consent or approval.
- **7.2**. We endeavour to execute your orders as soon as reasonably practicable in conjunction with the orders of the trader you have copied. However, there may be occasional delays. In the event of such a delay, the execution price of your order may differ from that of the trader you have copied, potentially resulting in a price differential that may or may not be to your advantage.
- 7.3 There are different order restrictions when copy trading, including on the minimum and maximum amount that can be invested in any Streple trader or account that you copy, the minimum amount on any single copy trade, and the maximum number of traders that you can copy. The full restrictions are listed on our website.
- 7.4 When you are using our copy trading service, you can choose to copy:
- (a) All trades which are currently open in a certain account, as well as new trades which are opened after you begin to copy the trader in such account; or
- (b) Only new trades which are opened after you begin to copy the trader's account. This means that we will not copy any trades in the trader's account which were entered into before this point.
- **7.5**. When you are using our copy trading service, the copy trading functionality only permits you to copy both existing and new trades.
- **7.6**. If you are copying all trades which are currently open, we will open your position at the best available price at the time of copying and not the price at the time the trade is being copied was originally opened. If the relevant markets are closed at the time of copying (for example, during a market break), we will open a market order for you, and once the market reopens, your order will be executed at the first available price.
- 7.7. If you are copying only new trades:
- (a) We will open your positions at the same time as the trades being copied; and
- (b) All instructions and actions related to the copied trade will automatically be replicated in your account (subject to the trade size as explained above), including stop losses, take profits and the closing of trades. For example, if a trader that you are copying extends their stop loss by adding more funds to their account, then your stop loss will be adjusted automatically to reflect this. However, your position amount will remain the same as its initial amount.
- **7.8**. The copy trading service has other functionalities that we may make available to you from time to time. However, we may add, remove, or change the availability and features of these functionalities at our discretion. This may impact how you can use the copy trading service on our platform. For example, whether you can copy all trades or only new trades of a trader or a portfolio.

#### 8. Fees and Costs

When you place a copy trade, we will charge you fees on the same basis as those charged to the copied account for the same trades. Please refer to the terms and conditions and risks which apply to the underlying product that you are copying for more information on the fees and costs associated with that copy trade.

# 9. Liability Subject to Applicable Law

- 9.1. Neither Streple nor any affiliates or associate third parties will be liable for any losses arising from:
- (a) Actions taken by us to carry out your written or spoken instructions;
- (b) Decisions or actions taken by a Streple copy trader that you have chosen to copy, including in connection with the copy trading decisions or actions taken or omitted in good faith by any copied account strategy or portfolio, including portfolios controlled by us.

## 10. Effective Term, Termination, Updates

- **10.1. Effective Term-** This Agreement is of indefinite duration. The Agreement shall take effect after acceptance by you and upon opening of the user account, and shall be terminated upon the closure of the account. The account may be closed either by you, by uninstalling the Streple product provided that no fees are outstanding, or in. Streple's initiative with a reasonable notice or in the case of inactive accounts—with no notice.
- **10.2. Prohibition or Fraudulent, Illegal or Immoral Use**Elysium Research shall limit, suspend, or terminate this product license and use of Streple's software, prohibit access to Streple's website and delete your user account and /or login, with immediate effect, automatically if there is reasonable belief regarding your breach of the Agreement, fraudulent, immoral or illegal and unlawful activities related to you, or for other similar reasons.
- 10.3. Use Upon Termination of this Agreement and the Terms and Conditions- The License and rights to use the Streple product and software are immediately terminated, you are no longer allowed to use the product and you are obliged to immediately remove the product and the Streple Educational and Social trading software from all hard drives, servers and destroy all copies of Streple software in your possession or under your control. Streple reserves the right at any time and under its sole and absolute discretion to unilaterally change and/or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on the Streple website shall be considered sufficient notice for any alterations or amendments made in such new format and shall become effective as of the date of posting it as aforesaid. Your ongoing use of the product shall mean your consent to be legally bound by the terms and conditions of the revised Agreement.

#### 11. Disclaimers, Warranties and Limitation of Liability

- 11.1. No Warranty- You acknowledge that Streple has made no express warranty concerning the Streple social trading product and software, which are provided "as is" without any warranty; Streple hereby disclaim all warranties, terms or representations regarding the Streple product. And software, whether expressed, implied or legal, including any warranties that Streple software will always be available and that its operation will be continuous, on time, accurate, secure and error-free, or that any communication will be complete and precise. Further, Streple does not guarantee any connection or transfer of data from the internet through the Streple software.
- **11.2. Your Own Risk-** You acknowledge and agree that you bear full responsibility for any risk arising from the use of the product and Streple software, to the full extent permissible under the applicable law. You understand and agree that: Streple, being a product developed and owned by Elysium Research, a technology and innovative solutions company, is a social trading learning platform. It is not a financial investment, brokerage, trading execution or data feed services, nor does it involve or interfere in any trading operations. None of the information available in the product is intended as investment advice.
- 11.3. Not Commission-Based- Streple is not involved, directly or indirectly, in any commission-based payments relating to any transactions, and you will compensate and hold Elysium Research free and harmless from any liability arising from the Streple product and software, whether or not involving any third-party claims.

By this Agreement, there is no undertaking to conduct any of your requests either as your counterparty or as your broker, and therefore assumes no liability in the event of non-performance (partial or total) or delayed execution of copy trades generated through the platform. You acknowledge and agree that copy trades executed are not related to Streple nor have any professional certifications or titles concerning the financial markets. Streple does not interfere with, control or determine the trades copied from other traders.

11.4. Monitoring and Evaluation- Social trading and learning activities are conducted solely on the basis of traders' past behaviour and will in no case refer to their future behaviour or to the achievement of future performance. Although the platform offers the functionality to copy trades (subject to your application of any limitations set by you in your application settings), a delay in the execution of copied trades is likely to occur. Elysium Research is not liable to any person for any losses, direct, indirect or incidental damages, costs or expenses, loss of profits, loss of use, occurring because trades cannot be executed due to market conditions, or from any errors of your broker.

In this respect, you are required to carefully read the **Risk Disclosure declaration** on the Streple's website.

#### 12. Miscellaneous

- **12.1.** All contractual relationships between Elysium Research are governed by the Laws of the Federation of Nigeria. The courts of Nigeria will be competent for any dispute between you and Elysium Research arising from this contractual relationship. Elysium Research reserves the right to choose any other court having jurisdiction for the exercise of claims against you.
- **12.2.** The terms of this Agreement shall only be amended by a written agreement between you and Elysium Research, including by way of acceptance by electronic means, without prejudice to the following clauses.
- 12.3. Elysium Research has the right, at any time and under its role and absolute discretion, to unilaterally change or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on Streple's website shall be deemed sufficient provisions of notice for the changes and/or amendments made in such new format and shall become effective as of the date of publishing it.
- **12.4. No Waiver-** Any delay or omission of Elysium Research to exercise any statutory or contractual rights, in no way, shall be deemed or construed as a waiver of the right. Streple is not liable to any person for any losses, direct, indirect or incidental damages, costs or expenses, loss of profits, loss of use, occurring because trades cannot be executed due to market conditions, or from any errors of your broker.
- 12.5. Severability- In case one or more of the terms or clauses of this Agreement is or becomes unenforceable, it shall not affect the validity and legality of the remaining terms and the remaining provisions shall remain in force. You shall not transfer or assign to third parties any of your rights and claims arising from your use of Streple, unless otherwise agreed in writing.
- **12.6. Entire Agreement-** The terms and conditions of this Agreement constitute the entire agreement with respect to the Streple product and software and would supersede and supplant all previous communications and arrangements governing such relationships, unless they are made as a separate document and executed in written form. No provision of this clause shall exclude or limit liability for fraud or fraudulent representation.
- 12.7. Survival- The provisions of this Agreement which are expressed to survive or be effective in the event of termination shall supersede the termination of this Agreement for any reason. You hereby acknowledge that you have carefully studied this Agreement and fully understand your legal rights and responsibilities, as well as the terms and conditions outlined in this Agreement. By clicking on the "Accept" button and/or continuing to install the Streple software or using the Streple software, you expressly agree to be legally bound by the Terms and Conditions set out herein and give Elysium Research the rights set out herein.