



PULI TRADING

INTRODUCER HANDBOOK

A complete guide to being an introducer for Puli Trading LLP.



WELCOME

Welcome to Puli Trading, an Alternative Investment Fund based in the UK. You have been approved as one of the introducers and are therefore eligible to read this handbook explaining your role, responsibilities, and rules of engagement.

Under FCA regulations, we are not allowed to market our services. Therefore, this guide is in place to ensure our introducers fully understand what this is, how the fund functions, and, most importantly, how they are allowed to act (and the implications of acting incorrectly).

As a fund that is not allowed to market its services, the growth and awareness is based entirely on word of mouth, client retention, and the ability to produce sustainable profits for investors. Ultimately, this means we can control the speed at which we grow and maintain focus on the exclusivity and sustainability of the fund.

With all of this in mind, introducers allow us to keep all the integral components important, **whilst** assisting in organic growth through ethical and sustainable means.

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IMPORTANT: This fund is not for retail investors. Any act deemed by the company as enticement, introduction, or engagement with retail investors (as defined in this guide) will result in the immediate termination of your introducers agreement and the ceasement of commission payments.

SUMMARY

Puli Trading LLP is an Alternative Investment Fund (AIF) that offers investors access to automated trading via a PAMM (Percent Allocation Management Module) through a regulated broker. Some key features are as follows:

KEY FEATURES
Automated Trading
No management fee, no subscription fee
60/40 profit split in your favour
Puli only takes profit share when you are in profit
Access funds anytime, withdraw anytime
Compounding possible
UK owned and operated
FCA regulated company holding all funds
CEO registered with FCA as Investment Manager
Fully regulated broker

For further information on Puli Trading LLP please visit our website.

The Fund itself is an Alternative Investment Fund as defined in the Financial Services and Markets Act 2000 (FSMA) and a non-mainstream pooled investment (NMPI). Under the Alternative Investment Funds Directive (AIFD) of the FCA guideline, the Fund itself is not, and is not able to be, authorised or otherwise approved by the FCA and, as an unregulated scheme, and cannot be marketed to retail clients. The Fund is, however, managed by MCI Global Investment Advisors (MCI GIA) who are themselves regulated and authorised by the FCA for the facilitation of Alternative Investment Funds under the AIFM definition which gives the Fund an FCA authorised and regulated construct.

The Fund is suitable only for Sophisticated Investors, Ultra-high Net Worth Investors and Institutional Investors (regarded as 'Per se professional clients') as respectfully defined in the FCA handbook. The Fund is not intended for retail investors and must not be marketed in such capacities by any individual, including the owners, agents, employees, and investors. More details of this can be found in the section titled "eligibility".

RISK WARNING: Investments into the fund will not have any protection from the Financial Services Compensation Scheme. Investors should not invest unless they are prepared to lose all the money they invest. This is a high-risk investment.

Please read the full Information Memorandum

NOTE: as an introducer you are not allowed to send the IM to any individual at any time.



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RULES

Puli Trading LLP is built on solid ethical foundations and adheres strictly to rules outlined in the FCA handbook and Financial Services and Markets Act 2000 (FSMA). Therefore, all introducers are required to follow these guidelines without exception. If any introducer is unsure of any rules set out below, please get in touch. Failure to comply with rules will be met with repercussions, including but not limited to those outlined in the section titled "Failure To Comply".

Firstly, to be an introducer of Puli Trading you must first be self-certified as a sophisticated investor, high net worth individual, or professional client.

Introducers **May Not**:

- 1) Market in any manner or distribute materials without express written permission on a case-by-case basis from a director. Specific prohibitions on types of marketing are outlined in the introducers Agreement.
- 2) Introduce contacts with which they do not have pre-existing relationships
- 3) Seek new contacts for the purpose of introductions to Puli Trading
- 4) Refer to themselves or imply that they are part of, employed by, or an agent of, the Fund in any manner whatsoever.
- 5) Share any documentation or marketing material with an Individual. Individuals may share the Puli Trading website which has a self certification agreement before further information is viewed.
- 6) Publish anything related to Puli Trading on social media accounts, websites, or anywhere in the public eye.
- 7) Advise, solicit, entice or offer explanation or representation as to the workings and/or benefits of the Fund.
- 8) *Offer* any promises, warranties, guarantees, or representations concerning the Fund
- 9) Engage in any financial transaction with or on behalf of the introduced client or the Fund in relation to placing an investment In the Fund

Failure To Comply

Should any rules outlined in the Introducer Agreement be broken, immediate action will be taken by the Fund. This action may include, but is not limited to, the ceasement of all commission payments, the termination of the Introducer Agreement without notice, and, where the infraction may interfere with adhering to FCA guidelines or impact on the brand's reputation, legal action.

Official rules for introducers are outlined in the Introducer Agreement.

COMPETITIONS

We want to reward those who are involved in Puli Trading and will run periodic competitions. These competitions are optional to enter and will include cash prizes for those bringing in the most people to the fund, and also for those who bring in the most volume. Puli Trading may hold other competitions in line with guidelines throughout the year.

We will make clients aware of these competitions, dates, rules and prizes. These will be fair and in accordance with compliance.

Should you have any questions please contact us.





ELIGIBILITY & PROCESS

The most important aspect of introducing is understanding how regulatory requirements govern our ability to engage with individuals to provide information on our Fund and accept investment.

As an Alternative Investment Fund, we are strictly prohibited from the marketing of, and intake to, the Fund from retail investors. Therefore, we must check the eligibility of every individual before any marketing information is provided to them. To achieve this, every potential investor must complete a self-certification form before they can view our website, be sent any information regarding the Fund, including but not limited to rates of return, marketing material, or anything that may be regarded as an enticement as defined by the FCA handbook.

Eligibility

Eligibility to invest in the fund falls under 4 main definitions outlined in COBS 4.72.6 of the FCA Handbook:

- A Certified High Net Worth Investor
- A Self-Certified Sophisticated Investor
- A Per Se Professional Client
- An Institutional Investor

Process

Once an investor has signed a self-certification, they will be sent an Information Memorandum.

All investment intake is managed by the Fund's appointed regulated broker and their respective cash holding company Currencycloud who are regulated by the FCA. Therefore, once the investor has decided to place an investment, they will be sent an invitation to complete their KYC and ID checks by our selected broker. Upon successful completion of their identity checks, the investor will then have the option to subscribe to Puli Trading PAMM via our broker enabling the automated trading to take place on their investment/account.

Introducer Agreement

This Introducer Agreement is effective from November 2023 and replaces all previous agreements and documents.

This agreement sets out the nature of the relationship between Puli Trading LLP, a company registered in England and Wales (with its registered offices at 2a The Quadrant, Epsom, Surrey, United Kingdom, KT17 4RH) hereby known as '**The Company**', and **The Introducer** (as defined below) and the terms on which **The Company** will accept business from **The Introducer**. The agreement will have effect immediately upon its receipt by **The Introducer** or upon the commencement of any transaction effected by, or through, **The Introducer** with **The Company**.

Parties involved:

_____ – **The Introducer**

1. Introduction

- 1.1. This agreement sets out the terms of business relevant to an intermediary (hereby known as '**The Introducer**') who introduces investors to Puli Trading (hereby known as '**The Company**') to invest in Puli Trading's Fund (hereby known as '**The Fund**').
- 1.2. By introducing an investor to **The Company**, **The Introducer** will acknowledge that the terms set forth in this agreement apply to the transaction(s) concerned, and that it undertakes to **The Company** to perform the obligations set out below.
- 1.3. **The Company** will only accept business from **The Introducer** once they have agreed to the terms of this agreement, and **The Company** reserves the right to cease to accept business from, or to refuse any particular business proposed by, **The Introducer**.
- 1.4. **The Introducer** undertakes to notify **The Company** promptly should it become aware of any material breach on its part of the Financial Conduct Authority ("FCA") rules, or any other applicable law, or if it becomes the subject of a formal investigation or disciplinary or enforcement action by the FCA or any other regulator, which is in either case material to this agreement.

- 1.5. **The Introducer** undertakes to notify **The Company** should they be involved in any negative press both online and offline that could cause harm to **The Company** or **The Fund** and their reputations.
- 1.6. **The Introducer** will sign this *Introducer Agreement* and acknowledge that no commission can be paid until the form has been signed and returned to **The Company**. **The Introducer** is responsible for reading, understanding, and agreeing to the terms of this agreement and will be responsible for ensuring it carries out its specific obligations under these terms.
- 1.7. In the event of a change of name, or acquisition by another firm, **The Introducer** agrees to provide written evidence of such changes and to sign a new *Introducer Agreement* as required by **The Company**.

2. Introducers Relationship with the Investor

- 2.1. **The Introducer** shall not make, or otherwise imply, that they are employed by, or act as an agent of **The Company** or **The Fund** and may not use any accreditations or regulations held by, or associated with, **The Company** or **The Fund** in association with their own name.
- 2.2. **The Introducer** may not advise, solicit, or entice the investor to place investment, alter their financial holdings, or offer financial advice of any kind in relation to **The Company**, **The Fund** and/or the terms of this agreement.
- 2.3. **The Introducer** may not offer any promises, warranties, guarantees, or representations to the client concerning **The Company**, **The Fund**, or any of its associated entities or services.

3. Rules for Promotion

- 3.1. Introductions may only come from pre-existing contacts including clients, friends and family.
- 3.2. **The Introducer** may not market to anybody outside of their pre-existing network as indicated in clause (3.1) above. As such, **The Introducer** may not:
 - a) Engage in any online marketing including but not limited to:
 - i. Posting or making any representation of **The Company** or **The Fund**, or any relationship between **The Introducer** and **The Company** or **The Fund** through social media channels such as Facebook, Instagram, Twitter, Twitch, Youtube, LinkedIn, TickTock, Snapchat, Pinterest, Reddit or any other channels.
 - ii. Submitting, displaying, or otherwise making any representation of **The Company** or **The Fund** on private or public websites, whether owned by **The Introducer** or not, including but not limited to company websites, personal websites, comparison websites, blogs, vlogs, forums, or any online

platform whatsoever.

- iii. Email marketing of any description regarding **The Company** or **The Fund**, unless the email is solely addressed to an individual within **The Introducer's** existing network who meets the eligibility criteria outlined in **The Fund's Information Memorandum** and where the contents of the email have been approved by **The Company**.
- iv. Creating Whatsapp (or other messaging app) groups or sending Whatsapp (or other messaging app) campaigns or bulk messages unless the addressees of such messages are within **The Introducer's** existing network and meet the eligibility criteria outlined in **The Fund's Information Memorandum** and where the contents of the messages have been approved by **The Company**.
- v. Purchasing or attaining leads outside of **The Introducer's** existing network for the purpose of unsolicited messages, emails, or phone calls.

b) Engage in any offline marketing including but not limited to:

- i. Cold-calling or phoning individuals not within **The Introducer's** existing network.
- ii. Advertising or marketing **The Company** or **The Fund** by way of radio adverts, TV commercials, promotional items, printed adverts of any description, billboards, magazine adverts, newspaper engagements, or any other marketing method.
- iii. Discussing information surrounding returns, performance, or corporate structures of **The Company** or **The Fund** to any individual that does not meet the eligibility criteria outlined in **The Fund's Information Memorandum**.

3.3. **The Introducer** may not act as marketing agent of **The Company** or **The Fund** and will not issue any circular, advertisement, leaflet, or other promotional material about **The Company** or **The Fund**, whether on electronic media or otherwise, unless **The Company** has supplied the document or approved the material and its intended introduced client in writing.

3.4. **The Introducer** may not offer explanation or representation of **The Company** or **The Fund** in any capacity to the client and may only introduce clients to **The Company** who may then make their own explanations and representations.

4. Suitability

4.1. Under restrictions specified in the Conduct of Business Sourcebook ("COBS") 9, in relation to client suitability, **The Introducer** may not approach individuals that do not fall under the exemptions outlined in COBS 4.12.6 as suitable for investment in **The Fund**.

- 4.2. For avoidance of doubt, **The Introducer** may only approach individuals that qualify as Certified High Net Worth, Certified Sophisticated Investors, Self-Certified Sophisticated Investors, Per Se Professional Clients, or Institutional Investors as defined in COBS 4.12.6 (<https://www.handbook.fca.org.uk/handbook/COBS/4/12.html>).
- 4.3. Investors introduced by **The Introducer** will undergo a suitability and identity check conducted by our Broker and where required Currencycloud (**The Fund's** FCA Approved Electronic Money Institution). This will require the investor to upload personal identification documents.
- 4.4. **The Introducer** may not provide any marketing or marketing material of any kind to an investor until their suitability has been checked and verified to the satisfaction of the Broker Puli Trading advises clients towards.
- 4.5. Any investor identified as a US client under either the US Investment Advisers Act or FATCA are not eligible for investment in **The Fund** and will be rejected by **The Company**.
- 4.6. Any investor identified as a resident of Australia, Canada, Japan, New Zealand, South Africa, or of anywhere in the 'Restricted Jurisdiction' according to the FCA handbook, may not be suitable to invest in **The Fund** and may be rejected by **The Company** pending further guidance from compliance teams.

5. Handling of investor money

- 5.1. Unless **The Introducer** informs otherwise, **The Company** will assume that **The Introducer** is not authorised to hold client money and therefore may not hold, transfer, or otherwise engage in financial transactions with or on behalf of the client in relation to investments placed with **The Fund**.

6. Confidentiality & Data Protection

- a) **The Introducer** shall at all times both during and after termination of this agreement keep all information disclosed to them or obtained by them relating to **The Fund** or **The Company** confidential.
- b) **The Company, The Fund** and **The Introducer** shall at all times comply with the Data Protection Act of 2018.
- c) Each party shall indemnify the other against all claims, action, proceedings, liability, loss, cost and expenses incurred in connection with any breach of this agreement.

7. Failure To Comply

7.1. Should any terms of this agreement or *The Introducer Handbook* be broken, immediate action will be taken by **The Company** which may include but is not limited to:

- a) Cessation of all commissions owed to **The Introducer** without notice;

- b) Termination of this agreement without notice;
- c) Engagement of legal action should the infraction be deemed to: cause reputational damage to **The Fund** or **The Company**, contravene any regulatory or legal guidelines or rules, or bring into disrepute any shareholder, employee, or director of **The Company** or **The Fund**.

8. Termination

- 8.1. **The Company** has the right to cancel and terminate this agreement with 30 days notice at any time via written notice.
- 8.2. Upon termination of this agreement, **The Introducer** will no longer receive or accrue any payment from introductions made at any point to **The Company** and shall be prohibited from making further introductions.
- 8.3. **The Company** has the right to terminate this agreement without notice if **The Introducer**:
 - a) commits any breach of this agreement, or any regulatory requirements or makes any circumstantial changes that would breach this agreement;
 - b) brings **The Company** or any associated companies into legal disrepute with the public, investors, regulators or media;
 - c) is declared bankrupt, made the subject to any legal investigation relating to financial matters or enters into an arrangement with their creditors;
 - d) for any reason is unable to perform its obligations and duties set out within this document.

9. General

- 9.1. **Force Majeure.** Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if that delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 7 days' written notice to the affected party.
- 9.2. **Assignment and other dealings.**
 - a) The Introducer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.
 - b) The Company may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
- 9.3. **Entire agreement.**

- a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b) Each party agrees that it shall have no remedies for any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

9.4. **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.5. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- a) Waive that or any other right or remedy.
- b) Prevent or restrict the further exercise of that or any other right or remedy.

9.6. **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.7. Notices.

- a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered
 - i. personally;
 - ii. sent by pre-paid first class post or other next working day delivery service;
 - iii. by commercial courier; or
 - iv. by email.
- b) A notice or other communication shall be deemed to have been received:
 - i. if delivered personally, when left at the address referred to at the top of this agreement;
 - ii. if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting;

- iii. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - iv. if sent by email, one business day after transmission.
- c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9.8. **Third party rights.** No one other than a party to this agreement shall have any right to enforce any of its terms.

9.9. **Governing law.** This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

9.10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SIGNATURE PAGE OVERLEAF

All parties detailed above are required to sign this agreement and by doing so agree to all of the clauses above. The parties hereto, by their officers or representatives, are duly authorised to sign the declaration below.

The Introducer

Full Name: _____

Signature: _____

Today's Date:

On behalf of **The Company**

Full Name: _____

Signature: _____

Today's Date:

END OF AGREEMENT