

## GCS DISCLAIMER

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Global Custodial Services Ltd (“Global Custodial Services”) (a Company incorporated in England and Wales under Company number 08321940, having its registered office situated at 3<sup>rd</sup> Floor, 100 New Bond Street, London W1S 1SP, England) is authorized and regulated by the Financial Conduct Authority (“FCA”) under the Financial Services and Markets Act 2000 (with authorization number 595875) to carry on certain regulated activities and may hold money for its clients which is or may be client money in accordance with the applicable provisions of the FCA Handbook (the “FCA Rules”).

### DISCLAIMER

Any reference in this Disclaimer to “you” (or related wording) refers to any recipient of information which includes this Disclaimer, including any potential investor in the Investments (as defined below) (an “Investor”).

1. You acknowledge that you, or an Investor or other organization with which you are associated, may disclose personal data about you to Global Custodial Services in connection with an actual or potential Investment. Information about Global Custodial Services' use and other processing of your personal data and your related rights is available in its privacy notice at [<https://www.gcpartners.co/privacy-and-cookies-policy/>].
2. You acknowledge and agree that: Global Custodial Services is a service provider to the issuer (including for these purposes, any officer, employee or agent acting on behalf of the Issuer) (the “Issuer”) of the instruments (including, but not limited to, investments within the meaning of the UK Financial Services and Markets Act 2000) referred to in the Legal Information section at [www.tradeviewforex.com/accounts/open](http://www.tradeviewforex.com/accounts/open) (the “Investments”); Global Custodial Services is not responsible for the content of any of the documents produced or provided by, or relating to, the Issuer or the activities of the Issuer; Global Custodial Services accepts no responsibility for any information contained in such documents or this in the Legal Information section at [www.tradeviewforex.com/accounts/open](http://www.tradeviewforex.com/accounts/open). Where you have any rights against the Issuer, you will only be able to exercise such rights directly against the Issuer. You do not, and will not, have any contractual or other rights against Global Custodial Services in connection with the Issuer or the Investments or this in the Legal Information section at [www.tradeviewforex.com/accounts/open](http://www.tradeviewforex.com/accounts/open).
3. You acknowledge and agree that you are not a “client” of Global Custodial Services for the purposes of the FCA Rules, or under any contract, or for any other purpose.

4. Any Investments that you may purchase from the Issuer shall be so purchased based on your explicit acknowledgment and understanding that Global Custodial Services does not and will not provide, and has not provided, and has no obligation to provide, any services to you in connection with such Investments, and in particular (but without limitation) Global Custodial Services:
  - a. Has not made any recommendation or provided any advice to you at any stage of your assessment of such Investment;
  - b. Has not solicited you to purchase such Investment;
  - c. Has not endorsed, whether directly or indirectly, any statement or representation upon which you may rely when purchasing such Investment;
  - d. Shall have no liability towards you or any other Investor arising from the reliance by you or any other Investor on any due diligence which Global Custodial Services may have conducted regarding the Issuer and/or its promoters in the ordinary course of Global Custodial Services' business;
  - e. Shall not be under any obligation to deliver, or procure the delivery of, any Investment to you and/or to any other third party whatsoever;
  - f. Shall have no liability to, and shall not, make any reimbursement to you and/or to any other third party whatsoever in the event of any failure or delay in the delivery of any Investment; and
  - g. Shall have no liability to, and shall not, make any reimbursement to you and/or to any other third party whatsoever in the event that any attempted purchase of the Investment is not accepted (save for an obligation of Global Custodial Services to the Issuer to make payment of funds on behalf of the Issuer to the extent that the Issuer has placed Global Custodial Services in funds to make such reimbursement and instructed Global Custodial Services to make such reimbursement).
5. Global Custodial Services will only receive payments from you for the account of the Issuer if such payments are made in the form of electronic funds transfers into bank accounts held by Global Custodial Services in the name of Global Custodial Services. You shall not make, or attempt to make, any payment into any bank account held in the name of Global Custodial Services which is in a form other than an electronic funds transfer (for example, by cheque, cash payment or cash deposit). You acknowledge that attempted payment by cheque, cash payments or cash deposits may lead to severe delays to the relevant transaction, and Global Custodial Services accepts no liability for any costs or other consequences you may incur as a result of such delay.
6. You understand, acknowledge and agree that you receive (and will receive) no services from, and are owed no duties by, Global Custodial Services, therefore to the extent that you incur or suffer any losses, liabilities, costs, damages, and expenses ("Losses") as a result of or in connection with contracting to purchase any Investment, neither Global Custodial Services nor any of their respective officers, directors or employees shall (unless imposed by mandatory law) be liable (whether as a matter of contract, negligence or otherwise) to you and/or any third party whatsoever for any such Losses, including (without limitation) any Losses which may be incurred or suffered by you in connection with or arising from:

- a. The performance, non-performance or delay in performance by the Issuer of any of its obligations pursuant to any agreement, undertaking, statement or representation whatsoever that may be made by the Issuer;
  - b. Your purchase of the Investment;
  - c. The provision of any facilities, the making of any payments or the undertaking of any foreign exchange transactions to or for you by any person in connection with your purchase of Investments.
7. You understand, acknowledge and agree that, without limitation of Global Custodial Services' general exclusion of liability for Losses in the preceding section, upon contracting to purchase any Investment, neither Global Custodial Services nor any of their respective officers, directors or employees shall:
  - a. Under any circumstances be liable to you for any loss of profits or goodwill, anticipated savings, or any type of special, indirect or consequential loss arising in connection with your purchase of the Investment; or
  - b. Be in any way responsible or liable for the acts or omissions of the Issuer or any other person.
8. The Issuer warrants that it has and continues to have any and all approvals required in respect of the Issuer's engagement of Global Custodial Services to provide any services which Global Custodial Services has agreed to provide to the Issuer, and such approvals have been duly obtained by the said Issuer.
9. Should you wish to make separate arrangements to avail yourself of any service/s offered by Global Custodial Services, its sister company, Global Currency Exchange Network Ltd, or any other members of the GC Partners Group, you may contact such entities separately. Any services provided to you by such entities will be provided separately, and will not be governed by this documentation but by the relevant Terms and Conditions which you will agree separately with the relevant entity in the GC Partners Group.