

## **CORPORATE DISCLAIMER**

*Effective Date: November 2025*

### **1. CORPORATE IDENTITY AND NATURE OF BUSINESS**

Goldfish Capital Ltd. is a private company incorporated and registered in Malta under company registration number C 113639, with its registered office at Skyway Offices, Office 4, Blk C 179, Triq Marina, Pietà, PTA 9042, Malta (the "Company", "Goldfish Capital", "we", "us", or "our"). The Company operates as a private investment and holding company that conducts all investment, trading, and corporate activities exclusively for its own account, benefit, and proprietary purposes.

The Company is not a bank, credit institution, investment firm, fund manager, collective investment scheme, or any other type of regulated financial services provider. The Company does not hold, nor has it applied for, any licence, authorisation, or registration to provide financial services, investment advice, portfolio management, or any other regulated activity to the public or to third parties in Malta or in any other jurisdiction.

### **2. PURPOSE AND SCOPE OF THIS WEBSITE**

The website located at [www.goldfishcapital.mt](http://www.goldfishcapital.mt) (the "Website") and all content, information, and materials made available thereon are provided solely for general informational, corporate reference, and presentational purposes. The Website is intended to provide basic information about the Company's corporate identity, structure, and general business activities. Nothing on the Website is intended to constitute an invitation or inducement to engage in any investment activity, financial transaction, or business relationship with the Company.

This Corporate Disclaimer applies to all pages, sections, and content accessible through the Website and should be read in conjunction with the Company's Terms of Service, Privacy Policy, and Cookie Policy, each of which is available on the Website and incorporated herein by reference.

### **3. NO INVESTMENT ADVICE OR RECOMMENDATIONS**

Nothing contained on this Website constitutes, or shall be construed as constituting, investment advice, financial advice, tax advice, legal advice, accounting advice, or any other form of professional advice or recommendation. No information, content, data, or material presented on this Website constitutes a recommendation or endorsement by the Company with respect to any particular security, portfolio, investment product, financial instrument, transaction, or investment strategy. The Company does not express any opinion as to the present or future value of any asset, security, or investment.

Any information relating to investments, markets, economic conditions, or financial matters that may appear on this Website is provided for general informational purposes only and should not be interpreted as a recommendation, solicitation, or offer to buy or sell any security, financial product, or investment of any kind. Such information does not take into account the specific investment objectives, financial situation, risk tolerance, or particular needs of any individual or entity.

You should not make any investment or financial decision based on the information contained on this Website. Before making any investment decision, you should conduct your own independent research and due diligence and consult with qualified and licensed professional advisers, including investment advisers, financial planners, tax advisers, and legal counsel, who can assess your individual circumstances and provide advice tailored to your specific needs.

#### **4. NO OFFER OR SOLICITATION**

Nothing on this Website constitutes, or shall be construed as constituting, an offer to sell, a solicitation of an offer to purchase, or an invitation to subscribe for, acquire, or dispose of any securities, shares, units, interests, investment products, or financial instruments of any kind, whether issued by the Company or by any other entity. No information on this Website is intended to form the basis of, or to be relied upon in connection with, any contract, commitment, or investment decision.

The Company does not offer, market, distribute, or promote any investment products, funds, securities, or financial services to the public. The Company does not seek or accept investments, capital contributions, deposits, or funds from external investors, whether institutional or retail, professional or non-professional. Any purported offer or solicitation that may appear to originate from or be associated with the Company should be treated with caution and verified directly with the Company using the contact details provided herein.

This Website is not directed at, and the information contained herein is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation, or where the Company would become subject to any registration, licensing, or authorisation requirement. Persons who access this Website from jurisdictions where the content may be restricted or prohibited are responsible for compliance with all applicable local laws and regulations.

#### **5. NO ACCEPTANCE OF EXTERNAL FUNDS OR CLIENTS**

Goldfish Capital Ltd. expressly confirms that it does not solicit, invite, accept, receive, hold, or manage any funds, capital, assets, or deposits from or on behalf of any third party, whether individual or corporate, professional or retail, domestic or foreign. The Company does not act as a

fiduciary, trustee, custodian, nominee, or agent for any external party in relation to any investment, asset, or financial matter.

The Company does not provide and has never provided investment advisory services, portfolio management services, brokerage services, dealing services, custody services, or any other financial, investment, or asset management services to external clients, investors, or the public. The Company does not enter into investment management agreements, advisory agreements, subscription agreements, or similar arrangements with third parties.

Any representation, communication, or solicitation suggesting that the Company accepts external investments, manages third-party funds, or provides financial services to the public is unauthorised, false, and should be reported to the Company immediately. The Company shall not be liable for any loss or damage arising from reliance on any such unauthorised representation.

## **6. FORWARD-LOOKING STATEMENTS**

Certain information, statements, or content on this Website may constitute "forward-looking statements" within the meaning of applicable securities laws and regulations. Forward-looking statements are statements that are not historical facts and may include, without limitation, statements relating to the Company's plans, intentions, expectations, objectives, goals, strategies, future performance, anticipated events, or projected results. Forward-looking statements may be identified by the use of words such as "anticipate", "believe", "estimate", "expect", "intend", "may", "plan", "project", "should", "will", "would", or similar expressions, or by discussions of strategy, plans, or intentions.

Forward-looking statements are inherently subject to known and unknown risks, uncertainties, and other factors that may cause actual results, performance, achievements, or outcomes to differ materially from those

expressed or implied by such statements. These risks and uncertainties include, without limitation, changes in general economic, market, or business conditions, changes in applicable laws, regulations, or government policies, changes in interest rates, exchange rates, or other financial market conditions, competitive pressures, and other factors beyond the Company's control.

The Company does not undertake any obligation to update, revise, or correct any forward-looking statements, whether as a result of new information, future events, or otherwise, except to the extent required by applicable law. You should not place undue reliance on any forward-looking statements, which speak only as of the date on which they are made.

## **7. ACCURACY AND COMPLETENESS OF INFORMATION**

While the Company endeavours to ensure that the information presented on this Website is accurate, complete, and current, the Company makes no representation, warranty, or guarantee, express or implied, as to the accuracy, completeness, reliability, timeliness, suitability, or availability of any information, content, data, or material on the Website for any purpose.

The information on this Website may contain errors, inaccuracies, omissions, or typographical mistakes. The Company reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. The information on this Website may also become outdated, and the Company is under no obligation to update such information.

Any reliance you place on the information contained on this Website is strictly at your own risk. The Company shall not be liable for any loss, damage, cost, or expense arising from or in connection with any inaccuracy, error, omission, or reliance on information presented on this Website.

## **8. DISCLAIMER OF WARRANTIES**

This Website and all content, information, and materials made available thereon are provided strictly on an "as is" and "as available" basis, without any representations, warranties, conditions, or guarantees of any kind, whether express, implied, statutory, or otherwise, to the fullest extent permitted by applicable law.

The Company expressly disclaims all warranties and representations, including without limitation any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, title, accuracy, reliability, completeness, timeliness, availability, compatibility, security, and freedom from viruses or other harmful components. The Company does not warrant that the Website will be available at all times, that access will be uninterrupted, secure, or error-free, that defects will be corrected, or that the Website or its servers are free from viruses, malware, or other harmful elements.

No advice, information, or statement obtained from the Company, its officers, employees, agents, or through the Website, whether oral or written, shall create any warranty not expressly stated in this Disclaimer.

## **9. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, Goldfish Capital Ltd., together with its directors, officers, shareholders, employees, agents, affiliates, successors, and assigns, shall not be liable to you or any third party for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages of any kind, any loss of profits, revenue, income, business, contracts, goodwill, reputation, or anticipated savings, any loss, destruction, corruption, or unauthorised access to data or information, any business interruption or loss of use, or any other pecuniary or non-pecuniary loss, howsoever arising, whether in contract, tort (including negligence), strict liability, breach of statutory duty, misrepresentation, or

otherwise, arising out of or in connection with your access to, use of, or inability to access or use this Website or any content, information, or material contained herein, any reliance placed on any information or content on this Website, any errors, inaccuracies, omissions, or defects in the content, any decision made or action taken by you in reliance on the Website or its contents, or any unauthorised access to or alteration of the Website, its content, or your transmissions.

This limitation of liability applies regardless of whether the Company has been advised of, knew of, or should have known of the possibility of such damages, and regardless of the legal theory upon which any claim is based.

To the extent that any liability cannot be excluded under applicable mandatory law, the total aggregate liability of Goldfish Capital Ltd. in respect of all claims arising out of or in connection with this Website or this Disclaimer shall in no event exceed one hundred euros (€100).

Nothing in this Disclaimer shall exclude or limit any liability that cannot be excluded or limited under applicable law, including without limitation liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or any other liability to the extent that such exclusion or limitation is prohibited by law.

## **10. INTELLECTUAL PROPERTY**

All content, materials, and elements displayed on or accessible through this Website, including without limitation all text, graphics, logos, trade names, trademarks, service marks, icons, images, photographs, design elements, page layouts, and any underlying software or code, are owned by, licensed to, or otherwise controlled by Goldfish Capital Ltd. and are protected by copyright, trademark, trade dress, patent, trade secret, and other intellectual property and proprietary rights under Maltese, European Union, and international law.

The name "Goldfish Capital", the Company's logo, and all related names, logos, product and service names, designs, and slogans are trademarks or trade names of the Company or its affiliates. You are prohibited from using any such marks without the prior written permission of the Company.

Except as expressly permitted under applicable mandatory law, you may not reproduce, copy, modify, adapt, translate, distribute, transmit, display, perform, publish, license, sell, create derivative works from, or otherwise exploit any content or material from this Website without the prior express written consent of the Company. Limited viewing, downloading, or printing of Website content for personal, non-commercial, informational use is permitted, provided that all copyright, trademark, and other proprietary notices are retained.

## **11. REGULATORY AND COMPLIANCE MATTERS**

All investment, trading, holding, and corporate activities of Goldfish Capital Ltd. are conducted in strict compliance with all applicable laws, regulations, directives, and codes of conduct in force in Malta and in all jurisdictions in which the Company operates or has interests. The Company maintains robust internal policies, procedures, and controls to ensure adherence to applicable anti-money laundering (AML) requirements, counter-terrorist financing (CTF) obligations, sanctions regimes, tax reporting requirements, and corporate governance standards.

The Company is committed to conducting its business with integrity, transparency, and in accordance with the highest standards of corporate governance and ethical conduct. The Company cooperates fully with all competent regulatory authorities, law enforcement agencies, and governmental bodies in accordance with applicable law.

Nothing on this Website should be construed as an indication of the Company's regulatory status, authorisations, or licences, if any, in any jurisdiction. The Company's compliance with applicable laws and

regulations does not imply or constitute any form of endorsement, approval, or authorisation by any regulatory authority.

## **12. THIRD-PARTY CONTENT AND LINKS**

This Website may contain references, links, or hyperlinks to websites, platforms, resources, or content owned, operated, or maintained by third parties. Such references and links are provided solely for convenience and informational purposes and do not constitute or imply any endorsement, sponsorship, affiliation, recommendation, or approval by the Company of any third-party website, its content, its operators, or any products or services offered therein.

The Company exercises no control over, and assumes no responsibility for, the content, accuracy, legality, appropriateness, privacy practices, security, or availability of any third-party website or resource. Your access to and use of any third-party website is entirely at your own risk and is subject to the terms, conditions, and policies applicable to such website. The Company shall not be liable for any loss or damage arising from your use of or reliance on any third-party website, resource, or content.

## **13. CONFIDENTIALITY**

Any non-public information regarding the Company, its investments, strategies, operations, financial position, or business affairs that may be accessible through or inferred from this Website or from communications with the Company is confidential and proprietary to the Company. You agree not to disclose, disseminate, reproduce, or use any such confidential information for any purpose without the prior written consent of the Company.

This confidentiality obligation does not apply to information that is or becomes publicly available through no fault of yours, that was known to

you prior to disclosure by the Company, that is independently developed by you without use of confidential information, or that is required to be disclosed by law, regulation, or order of a competent authority, provided that you give the Company prompt notice of such requirement where legally permitted.

#### **14. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Goldfish Capital Ltd. and its directors, officers, shareholders, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses (including reasonable legal fees and costs) arising out of or in connection with your access to or use of this Website, any breach or alleged breach by you of this Disclaimer or any applicable law, any violation or alleged violation of any third-party right, including any intellectual property, privacy, or proprietary right, or any content, data, or information you submit, post, or transmit through or to the Website.

#### **15. GOVERNING LAW AND JURISDICTION**

This Corporate Disclaimer shall be governed by and construed in accordance with the substantive laws of Malta, without regard to its conflict of laws principles. Any dispute, controversy, or claim arising out of or in connection with this Disclaimer or your access to or use of this Website shall be subject to the exclusive jurisdiction of the courts of Malta, and you hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection based on venue, forum non conveniens, or any similar doctrine.

## **16. SEVERABILITY**

If any provision of this Corporate Disclaimer is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to render it valid, legal, and enforceable while preserving to the maximum extent possible its original intent and economic effect. If such modification is not possible, the offending provision shall be severed from this Disclaimer, and the remaining provisions shall continue in full force and effect.

## **17. ENTIRE DISCLAIMER**

This Corporate Disclaimer, together with the Terms of Service, Privacy Policy, and Cookie Policy available on the Website, constitutes the entire understanding and agreement between you and Goldfish Capital Ltd. with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, representations, or agreements regarding such subject matter.

## **18. MODIFICATIONS AND UPDATES**

The Company reserves the right to modify, amend, update, or replace this Corporate Disclaimer at any time and in its sole discretion, without prior notice to you. Any such changes shall become effective immediately upon publication on the Website. It is your responsibility to review this Disclaimer periodically to remain informed of any updates. Your continued access to or use of the Website following the posting of any changes constitutes your binding acceptance of the revised Disclaimer.

## **19. NO WAIVER**

No failure or delay by the Company in exercising any right, power, or remedy under this Disclaimer shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Any waiver must be in writing and signed by an authorised representative of the Company to be effective.

## **20. CONTACT INFORMATION**

If you have any questions, comments, or concerns regarding this Corporate Disclaimer or the information presented on this Website, or if you wish to report any suspected fraudulent activity or unauthorised representation purporting to be associated with the Company, please contact us at:

**Goldfish Capital Ltd.** Skyway Offices, Office 4, Blk C 179 Triq Marina, Pietà,  
PTA 9042 Malta

Email: [info@goldfishcapital.mt](mailto:info@goldfishcapital.mt)