

## PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

BY ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW PERTAINING TO BOTH THIS SITE AND ANY MATERIAL ON IT. MT.COOK FINANCIAL ("MT.COOK") RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE TO YOU. YOU ARE THEREFORE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS AND CONDITIONS. CONTINUED USE OF THIS SITE FOLLOWING ANY SUCH CHANGES SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

## OWNERSHIP OF SITE

For purposes of this Document, the terms "we," "us," and "our" refer to Mt.Cook Financial ("MT.COOK"). Mt.Cook is a multi-entity, and multi-jurisdictional group of companies consisting of Mt.Cook South Africa, and Mt.Cook International (together, the "Mt.Cook Group of Companies").

Mt.Cook South Africa: is a trading name for "Atlantic Pearl Financial (PTY) Ltd" (Registration Number: 2019/140800/07), who are a licensed FSP and are authorised and regulated in South Africa by the Financial Sector Conduct Authority (FSCA), holding FPS Number 50420.

Mt.Cook International: is a trading name for "Atlantic Pearl Ltd.", who are incorporated in The Commonwealth of Dominica as an International Business Company with registration number 17164 (Bloomberg LEI: 254900XZNPUMGKTRK15). Atlantic Pearl Ltd is also registered locally in South Africa (Registration #: 2020/720330/10) and are a duly appointed Juristic Representative of Atlantic Pearl Financial (Pty) Ltd, (Registration # 2019/140800/07) which is an authorised Financial Services Provider under the Financial Advisory and Intermediary Services Act No 37 of 2002 – FSP# 50420. As such Atlantic Pearl Ltd renders financial services to clients on behalf of Atlantic Pearl Financial (Pty) Ltd.

*All references on this site to "Mt.Cook" refer to the Mt.Cook Group of Companies. The website for Mt.Cook is [www.mtcookfinancial.com](http://www.mtcookfinancial.com).*

MT.COOK own and maintain this site. No act of downloading or otherwise copying from this site will transfer title to any software or material from this site to you. Anything that you transmit to this site becomes the property of MT.COOK, may be used by MT.COOK for any lawful purpose, and is further subject to disclosure as deemed appropriate by MT.COOK, including to any legal or regulatory authority to which MT.COOK is subject. MT.COOK reserves all rights with respect to copyright and trademark ownership of all material at this site, and will enforce such rights to the full extent of the law.

## COPYRIGHT

Everything on the MT.COOK website is copyrighted unless otherwise noted and that it must not be used except as provided in the Legal Notice or with the express written consent of MT.COOK, or any third party MT.COOK deems necessary. MT.COOK neither warrants nor represents that your use of the material displayed on the MT.COOK site will not infringe rights of third parties. Any product, service, program, or technology described on the MT.COOK site may be the subject of other intellectual property rights (including but not limited to copyright, trademark, or patent rights) owned by MT.COOK. Any such

right that is not expressly licensed herein is reserved MT.COOK. Images of people or places or anything displayed on the MT.COOK site are either the property of, or used with permission by MT.COOK. Use of any text or images by you or other third parties is prohibited unless expressly permitted in the Rules or elsewhere on the MT.COOK site. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes.

## **ACCESS OF SITE**

This site and the information, tools and material contained in it are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject MT.COOK or its affiliates to any registration or licensing requirement within such jurisdiction.

## **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

The information on this site is provided "as it is". MT.COOK does not warrant the accuracy of the materials provided herein, either expressly or impliedly, for any particular purpose and expressly disclaims any warranties of merchantability or fitness for a particular purpose. MT.COOK will not be responsible for any loss or damage that could result from interception by third parties of any information made available to you via this site. Although the information provided to you on this site is obtained or compiled from sources we believe to be reliable, MT.COOK cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose. Neither MT.COOK, nor any of its affiliates, directors, officers or employees, nor any third party vendor will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this site, or resulting from the act or omission of any other party involved in making this site or the data contained therein available to you, or from any other cause relating to your access to, inability to access, or use of the site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of MT.COOK or of any vendor providing software or services support.

Under no circumstances will MT.COOK be liable for any consequential, incidental, special, punitive or exemplary damages arising out of any use of or inability to use this site or any portion thereof, regardless of whether MT.COOK has been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in Contract, Tort (including negligence), Strict Liability, or otherwise.

The information contained in this site is intended for information purposes only. Therefore it should not be regarded as an offer or solicitation to any person in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it would be unlawful to make such an offer or solicitation, nor regarded as recommendation to buy, sell or otherwise deal with any particular investment. You are strongly advised to obtain independent investment, financial, legal and tax advice before proceeding with any investment. Nothing in this site should be read or construed as constituting investment advice on the part of MT.COOK, or any of its affiliates, directors, officers or employees. It is also advisable that all investors should seek advice from a professional investment advisor before making any investment in any type of Financial Instruments.

## LINKS TO OTHER SITES

Links to non- MT.COOK Websites are provided solely as pointers to information on topics that may be useful to users of the MT.COOK Websites, and MT.COOK has no control over the content on such non-MT.COOK Websites. If you choose to link to a Website not controlled by MT.COOK, MT.COOK makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor does MT.COOK warrant that such site or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. MT.COOK does not guarantee the authenticity of documents on the Internet. Links to non- MT.COOK sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information, or services offered at such sites, or any representation regarding the content at such sites.

## SECURITY

If you communicate with MT.COOK by e-mail, you should note that the security of Internet e-mail is uncertain. By sending sensitive or confidential e-mail messages which are not encrypted you accept the risks of such uncertainty and possible lack of confidentiality over the Internet. The Internet is not 100% safe and someone may be able to intercept and read your details.

## APPLICABLE LAW, LICENSES, AND JURISDICTION

*Law:* By accessing this site, you agree that the laws of The Republic of South Africa, without regard to Conflict of Laws principles thereof, will apply to all matters relating to the use of this site. In case of a dispute, you agree to the exclusive jurisdiction of The Republic of South Africa. In the event any of the Terms and Conditions shall be held to be unenforceable, the remaining Terms and Conditions shall be unimpaired and the unenforceable Term or Condition shall be replaced by such enforceable Term or Condition as comes closest to the intention underlying the unenforceable Term or Condition. This Agreement does not replace or in any way amend any other agreement you have entered into with MT.COOK. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. You hereby submit to the exclusive jurisdiction of The Republic of South Africa for any claims or dispute with MT.COOK or any of its affiliates, employees or agents.

*Licenses and Jurisdiction(s):* Mt.Cook South Africa is a trading name for "Atlantic Pearl Financial (PTY) Ltd", who are the primary operating subsidiary within the group and are a licensed FSP who are authorised and regulated in South Africa by the Financial Sector Conduct Authority (FSCA), holding FPS Number 50420. Mt.Cook Global is a trading name for "Atlantic Pearl Ltd." who are also an operating subsidiary within the group, incorporated as an International Business Company in The Commonwealth of Dominica (Bloomberg LEI: 254900XZNPUMGKTRK15),, and are permitted under all current securities regulations in accordance with their governing Securities and Investments Acts to offer their services to international clients who are non-resident in The Commonwealth of Dominica.

## REVISIONS

MT.COOK shall have the right, at any time and without notice, to add to or modify the terms of this document as well as the content on the website. User's access to or use of the Service after the date

such amended terms are updated shall be deemed to constitute acceptance of such amended terms. Users must understand that they may need to review this Agreement periodically to be aware of any such modifications.

## CONTACTS

Our company and contact details are as follows:

### CONTACT INFORMATION

PHONE (SA): +27 021 012 5828  
PHONE (US): + 1 (866) 672-8733  
FAX: +1 (866) 672-8733  
Email: [info@mtcookfinancial.com](mailto:info@mtcookfinancial.com)  
Website: [www.mtcookfinancial.com](http://www.mtcookfinancial.com)

### ADDRESS

25 Dock Road Junction  
Corner Stanley & Dock Road  
V&A Waterfront  
Cape Town, 8001, South Africa

## QUESTIONS

MT.COOK is committed to transparency and integrity, and are always willing to assist in helping potential participants understand various topics and make well informed decisions. Please do not hesitate to contact MT.COOK at the details above or via our site for any further questions or clarifications.