

Matthews South, LLC Disclosure Document

Privacy Policy Summary

We collect non-public information about Matthews South's and its affiliates (collectively "Matthews South") clients from the following sources:

- Information we receive from you in the course of our business arrangement with you and/or your organization; and
- Information about your transactions with us, our affiliates, or others.

We do not disclose any non-public information about our clients or former clients to anyone, except as required by law. Moreover, we will not release information about our clients or former clients unless one of the following conditions are met:

- We receive your prior written consent;
- We believe the recipient to be you or your authorized representative; or
- We are required by law to release information to the recipient.

We only use information about you and your organization to help us better serve your financial services needs, or to suggest services or educational materials that may be of interest to you and/or your organization.

To further protect your privacy, our website uses security programs and devices, which we believe to be in accordance with current business practices, including data encryption and other tools. We maintain physical, electronic, and procedural safeguards to guard your non-public information. We also restrict access to your non-public information and financial data to authorized Matthews South associates who have a need for these records. We advise you not to send such information to us in non-secure emails. For further information on the extent of our privacy policy including how we may receive, use, and/or share private information, please see our full privacy policy available at https://matthewssouth.com/privacy-policy/.

Electronic and Mobile Communications

The following is generally applicable to all electronic and mobile messages you receive from and exchange with Matthews South.

By communicating with a representative of Matthews South, you will continue to acknowledge these terms and acknowledge that standard text messaging rates may apply to SMS and instant message communications.

Matthews South reserves the right, to the extent required and/or permitted by applicable law or regulation, to monitor electronic communications, (including email, SMS and instant messages) and phone calls and to review, retain, and externally produce such electronic communications and call recordings in a manner and at locations within Matthews South's discretion. You understand that by engaging in electronic or mobile communications with Matthews South you are expressly consenting to the recording of those communications.

Matthews South does not take any liability or responsibility for any loss or damage that results from use of electronic communications including but not limited to such communications having been intercepted, not received or not acted upon.

You understand that deletion or recall of any electronic communication may not result in Matthews South failing to receive or view such electronic communication and will not be a valid withdrawal of any request or provision of information.

You are responsible for any transmissions, instructions, authorizations, requests or other electronic communications attributable to you, whether entered by you, your authorized personnel or by any other person, and any such electronic communication shall be deemed to be a duly signed writing of yours sufficient to bind you.

Unless otherwise agreed, an electronic or mobile message is not intended as an official document, offer, solicitation, or confirmation of transaction for the purchase or sale of any product or service, and we make no representations or warranties as to the completeness or accuracy of such electronic message or accept responsibility for, or guarantee the electronic communication or any of its contents to be, accurate, timely, secure, error or virus-free. Although such messages and any attachments are believed to be free of any virus, malicious content or other defect that might affect any computer system into which it is received and opened, it is the responsibility of any recipient to ensure that it is virus free and free of malicious content. By messaging with Matthews South, you understand and accept all risks associated with electronic and mobile communications.

The information in electronic and mobile communications are provided purely as an informational courtesy and any comments or statements in an electronic message do not necessarily reflect those of Matthews South. Electronic communications are not a reliable means of communicating with Matthews South. As such, Matthews South does not accept any responsibility for the contents of any electronic communication or for any delays, inaccuracies or omissions in the receipt of your or other information to Matthews South and disclaims all liability to the fullest extent permitted by applicable law for any loss or damage arising from any reliance on or use of any such message in any way. Electronic and mobile messages may not be reproduced, redistributed or disseminated, without the prior written consent of Matthews South.

Matthews South makes no representation or warranty that electronic or mobile messages will be confidential. Electronic and mobile messages may be intercepted or accessed by unauthorized or unintended parties, may not arrive at the intended destination, or may not arrive in the form transmitted. If you are not the intended recipient to a message, you are not authorized to use the information in any message in any way. If you have received an electronic or mobile message in error, please destroy all electronic and paper copies and notify the sender immediately. Mistransmission is not intended to waive confidentiality or privilege. Any unauthorized use is strictly prohibited. Matthews South reserves the right, to the extent required and/or permitted under applicable law, to monitor electronic communications, including telephone calls with Matthews South personnel.

Electronic and mobile message communications cannot be guaranteed to be accurate, complete, timely, secure or error free. Information provided speaks only as of its date. We have not undertaken or warranted, and will not undertake or warrant, as to the completeness or accuracy of any market prices, data and other information

and are under no obligation to update the information or otherwise advise you of changes in our opinion or in the research or information we make available to you.

Matthews South does not take any liability or responsibility for any loss or damage that results from use of electronic or mobile communications including but not limited to such communications having been intercepted, not received or not acted upon.

By accepting the receipt of any electronic or mobile communication, you confirm that you are authorized to do so and that acceptance of any information or material included within such electronic or mobile communication would not be in breach of your internal policies and procedures.

To the extent you have received any marketing communications and do not wish to receive any further marketing communications, please contact the sender to be removed. Please note that even if you unsubscribe, we may continue to send transactional or administrative emails, such as legally required, regulatory, billing, or service notifications. Your mobile device settings may provide functionality to control push notifications that we may send.

Nothing in electronic and mobile messages shall be regarded as an offer or a commitment given by Matthews South and/or its officers or employees, irrespective of whether or not such communication was given at your request. Information contained in these messages should not be relied upon in isolation for the purpose of making an investment decision. You are urged to consider carefully whether the products, asset classes, and strategies discussed are suitable to your individual or organizational needs. You must also consider the objectives, risks, charges, and expenses associated with any product or strategy prior to making an investment decision. There may be different or additional factors which are not reflected in these messages, but which may impact on a client's or prospective client's decision. Matthews South and its employees do not provide tax, legal, or accounting advice. You should consult your own tax, legal and accounting advisors before engaging in any transactions.

Sources

Data and other information used in electronic or mobile messages may be obtained from third party sources; however, Matthews South does not represent or warrant its accuracy, reliability or completeness, or accept any liability for any loss or damage (whether direct or indirect) arising out of the use of all or any part of this sourced information. Any comments or statements made in a message by the sender thereof do not necessarily reflect those of Matthews South.

Third Party Websites

If we link to informational content on third-party websites; the posting of this material does not constitute an endorsement of the organization or the activity on the third-party site. By visiting a third-party site, you may be entering an unsecured website that may have a different privacy policy and security practices from Matthews South standards. Matthews South is not responsible for, and does not control, endorse or guarantee, any aspect of any linked third-party site. Matthews South is not responsible for any direct or consequential loss arising from the use of such sites.

Confidentiality and Security

We maintain physical, electronic, and procedural safeguards to guard your personal account information. We require all nonaffiliated organizations to conform to our privacy standards and they are contractually obligated to keep the information provided confidential and used as requested. Furthermore, we continue to adhere to the privacy policies and practices described in this notice even after your engagement is closed or becomes inactive. We continue to conduct our business in a manner that conforms with our pledge to you, your expectations, and all applicable laws.

Anti-Money Laundering

It is the duty of the Firm to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. To this end, Matthews South must verify your identity and/or verify the identity of your organization. Additionally, we are required to conduct a check against the Treasury's Office of Foreign Assets Control (OFAC) to ensure compliance with federal anti-money laundering laws.

Business Continuity Plan

In compliance with FINRA Rule 4370, Matthews South will ensure that the Firm's Business Continuity Plan includes procedures relating to an emergency or significant business disruption. These procedures must be reasonably designed to enable the Firm to meet its existing obligations to clients.

Our wholly-owned subsidiary Matthews South, LLC is a member of <u>FINRA</u> and <u>SIPC</u> and is registered as a broker-dealer with the SEC.

To obtain a summary of our procedures, please visit our website at https://matthewssouth.com/.

Thank you for your time and consideration.