

# A&M Capital Website Privacy Policy

## Our Commitment To Privacy

*This Privacy Policy was last updated on [August 2019].*

Your privacy is important to A&M Capital Advisors, LP and our affiliates (together, “AMC”, “our”, “us”, “we” or “Fund”). To better protect your privacy, we are providing information explaining our online information practices.

This Privacy Policy describes how we gather and use information for visitors of this site. Please read this Privacy Policy carefully.

Each entity of AMC will be a data controller of any personal data collected by us. If you have any questions regarding our use of your personal data, or this Privacy Policy, please contact [info@am-capital.com](mailto:info@am-capital.com).

We rely on various legal bases under applicable data protection legislation in order to process your personal data, including our legitimate interests, contractual necessity and as required by law. We use the personal data we collect to operate our business and provide you with the services and products we offer and perform essential business operations. We do not collect any special categories of personal data about you, nor information about criminal convictions and offences.

If we require your personal data due to a legal requirement or obligation or in order to perform a contract with you, we will make you aware of this at the time we collect your personal data, and the possible consequences of you failing to provide this personal data (e.g., we may require your passport details to verify your identity for the purposes of anti-money laundering regulations and failure to provide this information means that we cannot provide our services or products to you). In this case, we may have to cancel a service or investment you have with us but we will notify you if this is the case at the time.

Further information about the legal bases under which we process your personal data is included in the section headed “Why we use your personal data”.

You do not need to take any action as a result of this Privacy Policy, but you do have certain rights as described below in the section headed “Your rights”.

## How We Obtain Your Personal Data

### *Information you provide to us*

We collect your personal data when you decide to interact with us and we only collect the information necessary to carry out our business for the purposes set out below. You can provide us with personal data via the “Contact Us” details on the site including by email, post and telephone, or via the “Investor Login” page. The personal data we collect about you includes your name, name of your employer address, title, job title, position, telephone number and email address, social insurance number, passport information, and financial information. We may also collect information about you through automated technology, such as cookies or other online identifiers. For further information on the types of cookies and the purposes for which we use such cookies, please see our cookie policy.

Information regarding how we process personal data collected via the “Investor Login” page, is set out in our applicable Private Placement Memorandum and/or Subscription Booklet.

Information provided by third parties or publicly available sources

We also process information in relation to companies that we are evaluating in connection with a potential investment in or purchase of such companies. This personal data is obtained via third parties (i.e., the company in question). Personal data is also obtained from placement agents that we engage to market our applicable services.

## Why We Use Your Personal Data

To the extent that you provide us with, or we otherwise collect, any personal data, through or in connection with this site, we may use such information for the below purposes and may process your personal data on more than one legal basis depending on the specific purpose:

### PURPOSE

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To provide you with the services or financial products you have requested.

To keep a record of your relationship with us.

To verify your identity.

To conduct due diligence activities in connection with an actual or prospective corporate transaction or investment with respect to which we are party to.

Fraud and abuse prevention.

Litigation management and conducting internal audits and investigations.

To administer and protect our business and this site.

To respond to your contact requests via email, post or telephone.

To make suggestions and recommendations to you about goods or services that may be of interest to you.

To send you information communications.

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No automated decision-making or profiling, is used when processing your personal data.

### LEGAL BASIS

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**Contractual necessity**

**Legitimate interest**

**Legal requirement and legitimate interest**

**Legitimate interest**

**Legal requirement and legitimate interest**

**Legal requirement and legitimate interest**

**Legitimate interest**

**Legitimate interest**

**Legitimate interest**

**Consent and legitimate interest**

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## Information Requests

We will only send you information communications where you have requested information from us relating to our products and services which you might be interested in, including by emailing the “general enquiries” email address listed in the “contact” section of the website. You may request we stop sending you information communications by emailing [info@am-capital.com](mailto:info@am-capital.com) at any time

## Disclosure and Transfer of Personal Data

Although we do our best to protect your personal data, we cannot guarantee the security of any information or data transmitted to or through our site; any transmission of information or data by you to or through this site is at your sole risk.

Your personal data will be shared with and processed by our affiliates and certain service providers as necessary to fulfil the purposes set out in this policy, including legal and financial professional advisors, recruitment firms, agents, contractors, and data hosting providers, and in some instances, placements agents and other fund administrators. We make sure anyone who provides a service to, or for us, enters into an agreement with us and meets our standards for data security. We may also share your personal data with regulatory authorities. To the extent your personal data is transferred to countries outside of the EEA, such transfers will only be made in accordance with applicable data privacy laws. For further information about the safeguards used, please contact [info@am-capital.com](mailto:info@am-capital.com).

We reserve the right to disclose your personal data as required by law, or when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, request from a regulator, national security, for the purposes of public importance or any other legal or investigatory process involving us. Should we, or any of our affiliated entities, be the subject of a takeover, divestment or acquisition we may disclose your personal data to the new owner of the relevant business and their advisors.

# Security and Retention of Personal Data

We are committed to protecting the personal data you entrust to us. We adopt robust and appropriate technologies and policies, so the information we have about you is protected to the extent possible from unauthorized access and improper use. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

We will keep your personal data only for as long as is reasonably necessary for the purposes set out in this Privacy Policy, unless a longer retention period is required by law. We will not keep more information than we need for those purposes. For further information about how long we will keep your personal data, please contact [info@am-capital.com](mailto:info@am-capital.com).

## Capacity

This site is only intended for individuals who are at least 13 years of age. We do not knowingly encourage or solicit visitors to this site, or collect personal data (without parental consent), from anyone who is under the age of 13. If we learn we have collected or received personal data from an individual under the age of 13, we will delete that information.

## Your Rights

Note that this section of the Privacy Policy only applies to the extent that you are a data subject who is resident of the United Kingdom ("UK"), the European Union ("EU") or the European Economic Area ("EEA"). You have the right to access and control (in certain ways) the personal data we process about you. To exercise these rights and controls, please contact [info@am-capital.com](mailto:info@am-capital.com).

### YOUR RIGHT

### PURPOSE

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#### Access

You have the right to ask for a copy of the personal data that we hold about you free of charge, however we may charge a 'reasonable fee', if we think that your request is excessive, to help us cover the costs of locating the information you have requested.

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#### Correction

You may notify us of changes to your personal data if it is inaccurate or it needs to be updated.

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#### Deletion

If you think that we shouldn't be holding or processing your personal data any more, you may request that we delete it. Please note that this may not always be possible due to legal obligations.

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#### Restrictions on use

If you think that we shouldn't be holding or processing your personal data any more, you may request that we delete it. Please note that this may not always be possible due to legal obligations.

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#### Objection

You have the right to object to processing, including: (i) for direct marketing; (ii) for research or statistical purposes; or (iii) where processing is based on legitimate interests.

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#### Portability

If you wish to transfer your personal data to another organisation (and certain conditions are satisfied), you may ask us to do so, and we will send it directly if we have the technical means.

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#### Withdrawal of consent

If you previously gave us your consent (by a clear affirmative action) to allow us to process your personal data for a particular purpose, but you no longer wish to consent to us doing so, you can contact us to let us know that you withdraw that consent.

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We may need to request specific information from you to help us confirm your identity and ensure your right to exercise the above rights. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response. We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## Notification of Changes

We reserve the right to amend this Privacy Policy from time to time. If we decide to change our Privacy Policy, we will post those changes so our users are always aware. If at any point we decide to collect personal data or use any collected information in a manner different from that stated at the time it was collected, we will notify applicable users. We will use information only in accordance with the Privacy Policy under which the information was collected.

## Contact Us

If you have any questions or concerns about this Privacy Policy, please contact [info@am-capital.com](mailto:info@am-capital.com).

## Complaints

To the extent that you are a data subject who is resident of the United Kingdom (“UK”), the European Union (“EU”) or the European Economic Area (“EEA”), should you wish to lodge a complaint with regards to how your personal data has been processed by us, please contact your local supervisory authority. In the UK, this is the Information Commissioner’s Office – <https://ico.org.uk/global/contact-us>.

The supervisory authority in respect of the Cayman DPL is the Ombudsman of the Cayman Islands: <https://ombudsman.ky/>

# A&M Website Cookie Policy

## Introduction

We set and use cookies to run website analytics. The use of cookies aims to help improve your user experience. More information about how we use cookies and how you can manage your settings, is set out below.

## What is a Cookie and Types of Cookies

A cookie is a small text file placed on your device or computer and is used to identify the user or device and to collect data. The text often consists of a string of numbers and letters that uniquely identifies your computer, although it may contain other information as well. In summary, the cookies mean that the website will remember you and how you’ve used the website every time you revisit it.

If you wish to know more about cookies, you will find links to some useful resources below. <https://us.norton.com/internetsecurity-how-to-what-are-cookies.html> <https://computer.howstuffworks.com/internet/basics/question82.htm>

## What We Use Cookies For

We use cookies for several purposes. To make it easier for you to understand why we need them, we have put our cookies into the following categories (based on the guidelines found in the UK Information Commissioner’s Office’s Cookie Guide):

- 1. Strictly Necessary Cookies:** These cookies are essential to enable you to move around the website and use its features. Without these cookies, we may not be able to provide certain services you have asked for.
- 2. Performance Cookies:** These cookies collect information about how you use the website. This information may include the internet browser used, the domain name of a website previously visited, and traffic log data to identify which pages are being used. These cookies are used to help us analyse data about web page traffic, optimise the website and make it more user-friendly.
- 3. Functionality Cookies:** These cookies allow the website to remember choices you make and provide enhanced, more personal features. For example, we may store your intranet username and password, language preference, or your geographic location. We may also remember preferences such as text size, fonts and other customisable site elements. The information these cookies collect may be anonymised, will not personally identify you and cannot track your browsing activity on other websites.

We use Google Analytics to collect statistical information about how you use the website. We use the information to improve the website. The cookies collect information relating to the number of visitors to the website, and where the visitors have come to the website from. Further details are provided in the table below:

| COOKIE NAME      | FUNCTION  | DURATION  |
|------------------|---|---|
| Google Analytics | Google Analytics sets separate cookies to collect information about how visitors use the website. | <p>The primary Google Analytics cookie expires in 2 years. Their second cookie expires in 24 hours and the third expires in 1 minute. They have a campaign cookie which expires in 90 days, a user and session cookie which expires in 2 years.</p> <p>Additional Google cookies expire in the following rates: 10 minutes, 30 minutes, end of browser session, 6 months, 2 years, 18 months, 18 months, and 90 days.</p> <p>An AMP cookie expires in 30 seconds to 1 year.</p> |

## Managing Cookies

It is important that you understand what cookies are being used by us, so please make sure you read this policy carefully. Where cookies are not necessary for us to provide the services you have requested, we will ask you to consent to their use when you first visit the website. If you wish to then manage the cookies we use, you have the ability to change the settings on your internet browser to see what cookies you have and delete them individually, accept all cookies, to notify you when a cookie is set, or to not receive cookies at any time. You can visit the 'options' or 'preferences' menu on your browser to change cookie settings. We will not need your consent to use non-privacy intrusive cookies which are necessary for the functioning of the website (i.e. the 'Strictly Necessary Cookies' as described in the "What We Use Cookies For" section above. Please note that if you 'opt-out' and choose not to consent to the use of particular cookies, we may be unable to provide certain services to you (which we will indicate at the point you opt-out).

You may wish to know more about cookies. Below are some useful resources that will provide you with detailed information about types of cookies, how they are used, and how you can manage your cookie preferences: [www.aboutcookies.org/](http://www.aboutcookies.org/) or [www.allaboutcookies.org/](http://www.allaboutcookies.org/).

# A&M Capital Advisors Europe LLP

## Commitment to the UK Stewardship Code

Under Rule 2.2.3R of the Financial Conduct Authority's ("FCA") Conduct of Business Sourcebook, A&M Capital Advisors Europe LLP ("A&M" or "the Firm"), to the extent it is managing investments for a professional client (as defined by the FCA), is required to include a disclosure about the nature of its commitment to the UK Financial Reporting Council's Stewardship Code (the "Code") or, where it does not commit to the Code, explain its considered choice based on the Firm's investment approach. The Code is a voluntary code and sets out a number of principles relating to engagement by investors in UK-listed companies.

A&M invests in a variety of asset classes in a number of jurisdictions globally and exposure to UK companies is relatively limited. Whilst A&M generally supports the objectives that underlie the Code, the current approach of the Firm in terms of engagement with issuers and their management is determined by the governing body/investment team. The global approach is consistent in each jurisdiction in which it invests. The Firm has therefore chosen not to commit to the Code at this time.

## Terms of Use, Legal Notices and Disclaimers

Thank you for visiting the website of A&M Capital Advisors, LP, its affiliates and its related investment entities ("A&M Capital," "we" or "us"). Please read these Terms of Use, Legal Notices and Disclaimers (the "Terms of Use") carefully. By accessing this website (including all content, information and materials made available thereon (the "Content"), the "Website") you accept and agree to be bound by the Terms of Use and our Privacy Policy, which constitute a legal agreement between you and A&M Capital. A&M Capital may update the Website and/or the Terms of Use, at any time at its sole discretion, without notice to you. If we update our Terms of Use, we will post the updated Terms of Use here. Any such changes will be effective upon posting. You should consult the "Terms of Use" bar on this Website each time you visit the Website. If you do not agree with it, you should not use the Website. The Terms of Use do not amend or supersede any previous written agreements you may have with A&M Capital ("Other Agreements"). In the event of any inconsistency between these Terms of Use and any Other Agreements, the Other Agreements will govern.

If you have any questions or comments about these Terms of Use, please contact us at [info@am-capital.com](mailto:info@am-capital.com).

## No Offer or Advice

The Website is for informational purposes only and is intended to provide general information regarding A&M Capital's capabilities for prospective portfolio companies and management teams only. You acknowledge and agree that the Website is not intended to and should not be considered an offer to sell or a solicitation of an offer to purchase interests in any securities, investment product or financial instrument, nor an offer of investment management or advisory services, and should not be relied upon for such purposes. Nothing in the Website should be deemed a recommendation to buy, sell or hold any security or other investment or a recommendation to pursue any investment style or strategy. You further acknowledge and agree that the Website is not intended to and does not constitute an offer or a solicitation of an offer to enter into an investment advisory relationship. Dated Content speaks only as of the date indicated.

This Website does not provide specific investing advice or strategies to any individual. The investments and strategies discussed in the Content may not be suitable for all investors. The Website does not intend to and may not be relied on in any manner as legal, tax, investment, accounting or other advice. You are encouraged to consult with your own advisors with respect to your individual circumstances and needs if you would like investment, accounting, tax or legal advice. You agree that A&M Capital will not be liable for any action you take or decision you make in reliance on any Content.

## Past Performance; Forward-Looking Statements

Nothing contained on the Website constitutes a guarantee, projection or prediction of future events or results. There can be no assurance that A&M Capital will be able to implement its investment strategies and investment approaches or achieve its investment objectives. Trends and historical events do not imply, forecast or predict future events. There can be no assurance that the assumptions made or the beliefs and expectations currently held by A&M Capital will prove correct and actual events and circumstances may vary significantly.

Certain Content may constitute "forward-looking statements," which reflect our current views with respect to, among other things, the operations and performance of our businesses. Due to various risks and uncertainties, you should not rely on such forward-looking statements, and no representation or warranty is made as to future events or results or such forward-looking statements. We undertake no obligation to publicly update or review any forward-looking statement.

## Limitation of Liability; Disclaimers; Indemnity

A&M Capital, its affiliates and their respective officers, directors, managers, partners, members, shareholders, employees, agents and representatives ("Related Parties") assume no responsibility for, and make no representations or warranties, and specifically disclaim any and all warranties of any kind, express or implied, with respect to the Website, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, title, non-infringement, availability, security, accuracy, freedom from viruses or malware, completeness, timeliness, functionality, reliability, sequencing or speed of delivery, that, functions contained at the Website will be uninterrupted or error-free, that defects will be corrected, or that the site or the server that makes it available will be free of viruses, bugs or other harmful components. The Website is provided on "as is" and "as available" basis.

A&M Capital, its affiliates and their Related Parties shall not be liable to any party for any claims, liabilities, losses, costs or damages under any theory, including but not limited to any direct, indirect, punitive, special, incidental, consequential or exemplary damages that result from the access or use of, or the inability to access or use, the Website even if A&M Capital has been advised of the possibility of such damages. You agree to indemnify, defend and hold harmless A&M Capital, its affiliates and their Related Parties against any and all claims, damages, costs or other expenses that arise directly or indirectly out of or from your breach of these Terms of Use and/or your activities in connection with the Website. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

## Ownership; Restrictions on Use

All Content, such as graphics, logos, articles and other materials, is the property of A&M Capital or others and is protected by copyright and other laws. All trademarks and logos displayed on the Website are the property of their respective owners, who may or may not be affiliated with A&M Capital. Anything transmitted to the Website by you will be deemed non-confidential as between you and us, and A&M will be free to use, modify, reproduce and distribute it for any purpose without compensation to you.

Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Content or trademark displayed on this Website without the written permission of A&M Capital or such other third party that may own the Content or trademark displayed on this Website. If you link other websites to this Website, you may not imply or suggest that A&M Capital has endorsed or is affiliated with such websites and you may not display this Website as "framed" within another website. A&M Capital reserves all rights with respect to ownership of all Content on this Website, including all intellectual property rights therein, and will enforce such rights to the full extent of the law.

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations in connection with accessing and using the Website, and that you will not violate the rights of any person, interfere with the functioning of the Website or restrict or inhibit any others from using the Website or attempt to violate the security of this Website or use or gain access to the identities, information or computers of others through this Website. A&M Capital has the right (but not the obligation) to monitor this Website for any unauthorized or objectionable conduct and to take all appropriate actions in response, without notice to you and we may at any time revoke your right to use all or any portion of the Website. A&M Capital may investigate any complaint regarding or suspected violation of these Terms of Use, and may report any activity relating to this Website to regulators, law enforcement officials or other persons or entities that it deems appropriate.

## International Use

The Website is not intended for distribution to, or use by, any person or entity in any jurisdiction, country or territory where such distribution or use would be contrary to law or regulation or which would subject A&M Capital to any registration or other requirement within such jurisdiction, country or territory. Visitors who choose to access this Website do so at their own initiative and are responsible for compliance with any and all local laws and regulations that may apply to such access and use. Access to the Website is prohibited where such access or use violates applicable laws and regulations.

## UK Restrictions

A&M Capital is not responsible to any visitor to this Website for providing protections that would be afforded to clients or for advising any such person on any transaction or investment. None of the contents of this Website should be construed as investment, legal or tax advice. To the extent that any of the contents of this Website amounts to an invitation or inducement to engage in investment activity, the promotion of such content is restricted under the Financial Services and Markets Act 2000. For such purposes, A&M Capital is an unauthorized person. The communication of information on this Website is directed only at and made only to persons who are professional investors who fall within the following categories of persons under the Financial Services and Markets Act (Financial Promotion) Order 2005, as amended (the "Order"): (a) persons having professional experience relating to private equity investments and are 'investment professionals' as defined in article 19(5) of the Order; and (b) high net worth undertakings (broadly companies with GBP 5 million or more called up share capital or net assets and trustees of trusts with GBP 10 million or more gross assets) as defined in article 49 of the Order. Any investment activity or related transaction is only available to such investors and will only be entered into with such investors. No other person should rely or act upon the content of the Website.

## Links to External Sites

The Website may provide access or contain links to websites and services owned and operated by third parties. A&M Capital does not review or monitor any such websites linked from or to the Website and is not responsible for the content of any such sites, or any products or services contained on or accessible through such other sites, their terms of use or privacy policies. Accordingly, A&M Capital disclaims responsibility for the information, materials, products or services obtained on or from such other websites, nor will A&M Capital be liable in any respect for any damages arising from your access to such websites.

Third party websites may have a privacy policy or security practices different from the Website so it is important to read the policies of those sites before sharing your personal information.

## Privacy Notices

For information regarding A&M Capital's privacy policies and security practices, please review A&M Capital's Privacy Policy.

## Non-Public Investor Sections of the Website

Certain areas of the Website are password-protected. You may not attempt to access any password-protected areas of the Website without authorization. If you are a limited partner investor of, or an employee or agent of a limited partner investor of, A&M Capital, you may have been granted access to certain non-public portions of the Website, operated by Sungard, through a uniquely assigned investor log-in ("Investor Sections"). In addition to these Terms of Use, your use of the Investor Sections may also be governed by Other Agreements, including client agreements with us, any applicable user agreements and all applicable laws and regulations. If you have been granted access to the Investor Sections by A&M Capital, you agree that A&M Capital has granted you limited access to specific files pertaining to investments relevant to you, and you agree not to attempt to access other computer files. All information that A&M Capital provides to website users supplying a password is confidential and intended solely for the information of its intended recipient and/or such recipient's financial, legal or tax advisors, provided that such advisors agree not to disclose any information that is confidential. You must maintain confidentiality of your log-in information and you remain solely responsible for all usage of the Investor Sections of the Website through your account, whether such use is made by you or anyone else. You must immediately notify us of any known or suspected unauthorized use of your login information or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your log-in information.

## Miscellaneous

If any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms of Use shall be interpreted in accordance with the laws of the State of New York and any applicable Federal Laws in the United States. Any action related to these Terms of Use must be brought in a State or Federal court located in New York County in the State of New York, and you agree to waive trial by jury in any such action. Subject to applicable laws, any failure by A&M Capital to act on any of its rights, or enforce any of the Terms of Use shall not be considered a waiver of any such rights to act on or to enforce the Terms of Use at any point in the future.

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