

## **GCM Grosvenor User Agreement**

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Information that we may accumulate as part of your registration or entry into the Site includes your name, company name, professional title, business address, business phone number and business e-mail address (collectively, “Registration Information”). When you use the Site, we may collect “click-stream” data regarding the portions of the Site that you visit and the information or other services you obtain or input. This data may also include your domain name, Internet service provider, protocol, browser type (including versions and settings), operating system and connectivity specifications (collectively, “Click- Stream Data”). Note that neither Registration Information nor Click-Stream Data include any portfolio or investment-specific information. We may also record, store and use any telephone, e-mail or other electronic communications with you (collectively, “Other Communications”).

GCM Grosvenor may use this Registration Information, Click-Stream Data, and Other Communications to authenticate users, save passwords, facilitate your navigation of the Site, send you notifications about products or services in which you have indicated an interest, and determine your entitlements to data and other services. In addition, GCM Grosvenor uses the Registration Information, Click-Stream Data, and Other Communications to evaluate the effectiveness of and improve our services to our clients, to determine product development and marketing strategies, and to bring to your attention products and services that we believe may be of interest to you. You hereby consent to the foregoing.

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### **User Consent to Agreement: Updates**

You represent that you have read and agree to be bound by the terms of this Agreement for the Site.

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You will: (i) comply with U.S. law regarding any information obtained from the Site in accordance with this Agreement, (ii) not use the Site for illegal purposes, and (iii) not interfere or disrupt networks connected to the Site.

### **Other Agreements**

This Agreement is in addition to (and does not replace or modify) any other agreement(s) you may have with GCM Grosvenor or its affiliates (the "Other Agreements"). The use of the Site is governed by this Agreement and the Other Agreements.

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- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
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- f. A statement that the information in the notification is accurate, and made under penalty of perjury, and, if an agent is providing the notification, a statement that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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### **Access and Security**

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To the extent that you authorize an employee, counsel or other professional advisor to access Site Content through the Site on your behalf, GCM Grosvenor will issue to such employee, counsel or other professional advisor a unique username and password. You are responsible for notifying GCM Grosvenor (client.services@gcmlp.com) in the event that any such employee, counsel or other professional advisor is no longer authorized by you to access Site Content through the Site, including if your relationship with any such employee, counsel or other professional advisor has been terminated.

**GCM Grosvenor has no obligation to inquire as to the authority or the propriety of any use of or action taken under a particular username and password, and shall not be responsible for any loss to you arising from any unauthorized use or action under your username and password, or from your failure to comply with the above.**

You will immediately notify us (client.services@gcmlp.com) if you become aware of any actual or suspected theft or unauthorized use of your password.

GCM Grosvenor recommends that you change your password periodically. Please remember that, for security reasons, GCM Grosvenor will not request your password from you.

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### **Indemnification**

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### **General**

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to its choice of law rules. You agree to hereby irrevocably and expressly consent, in any and all actions or proceedings arising in any manner under or related in any manner to this Agreement, to (i) submit to the personal jurisdiction of any state or federal court sitting in the State of Illinois; (ii) serve or accept any complaint, summons, notices or other process relating to any such action or proceeding by delivery thereof by hand or by U.S. certified mail, without receipt requested; and (iii) waive any claim or defense in

any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, or *forum non conveniens*, or any similar basis.

In the event of the invalidity of any portion of this Agreement, you agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

You acknowledge and agree that all notices, requests and other communications relating to this Agreement or the Site may be delivered to you by GCM Grosvenor through the mail at your last known address in the records of GCM Grosvenor, through e-mail to an address you have provided to GCM Grosvenor or via the Site. GCM Grosvenor shall not be responsible for any delay in the delivery, or non-receipt, of any such written or electronic mail notification due to your failure to provide current information to GCM Grosvenor, and any such electronic mail notification shall be effective when delivered at the electronic mail address that GCM Grosvenor has on file for you.

GCM Grosvenor may from time to time and without notice to you post an amended and restated form of this Agreement (the “Amended Agreement”) containing changes, modifications or additions to, or removal of portions of, the terms of this Agreement. Modifications will be effective immediately upon posting unless GCM Grosvenor indicates otherwise. It is your responsibility to periodically review the most current version of the Agreement. You may use your browser to print copies of any updated Agreement. Your continued use of the Site and Site Content will indicate your acceptance of the Amended Agreement.

You may not assign or transfer all or any of your rights and obligations under this Agreement. This Agreement shall bind any of your successors and other legal representatives. This Agreement shall operate for the benefit of GCM Grosvenor and its successors and assigns.

Except as otherwise set forth above, this Agreement constitutes the entire agreement between you and GCM Grosvenor governing your use of the Site and supersedes all other oral and written communications with respect to the Site.

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We use cookies to:

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- gather statistics on the number of users and their usage patterns,
- improve the speed and performance of the website pages, and
- Authenticate to permit access to secure areas of the Site.

### *Third party cookies and partners*

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