

Collection And Use Of Information

Definitions

Capitalised terms used in these Terms shall have the following meanings, unless the context otherwise requires:

“Authorities” means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any Tax Authority, securities or future exchange, court, central bank or law enforcement body, or any agents thereof, having jurisdiction over any part of MPM Capital Investments Ltd.

“Compliance Obligations” means obligations of any member of the MPM Capital Investments Ltd to comply with: (a) any applicable local or foreign statute, law, regulation, ordinance, rule, judgment, decree, voluntary code, directive, sanctions regime, court order, agreement between any member of the MPM Capital Investments Ltd and an Authority, or agreement or treaty between Authorities and applicable to MPM Capital Investments Ltd or a member of the MPM Capital Investments Ltd (“Laws”), or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, regulatory trade reporting, disclosure or other obligations under Laws and (c) Laws requiring MPM Capital Investments Ltd to verify the identity of our Customers.

“Connected Person” means a person or entity whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the MPM Capital Investments Ltd or otherwise received by any member of the MPM Capital Investments Ltd Group in connection with the provision of the Services. In relation to the Customer, a Connected Person may include, but is not limited to, any guarantor of the Customer, a director or officer of a company, partners or members of a partnership, any “substantial owner”, “controlling person”, or beneficial owner, trustee, settler or protection of a trust account holder of a designated account, payee of a designated payment, representative, attorney, agent, nominee or curator or the Customer, a person identified as a beneficiary under an insurance policy or any other persons or entities having a relationship to the Customer that is relevant to its relationship with the MPM Capital Investments Ltd.

“Controlling Persons” individuals who exercise control over an entity (for a trust, these are the settler, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal arrangement other than the trust, such term means persons in equivalent or similar positions).

“Customer” means a person or entity having a direct financial, banking, investment services, insurance or other relationship with MPM Capital Investments Ltd.

“Customer Information” means Personal Data, confidential information, and/or Tax information of either the Customer or a Connected Person (including accompanying statements, waivers and consents).

“Financial Crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and /or violations, or attempts to circumvent or violate any Laws or regulations relating to these matters.

“MPM Capital Investments Ltd” means MPM Capital Investments Ltd Holdings plc, and/or, any of, its affiliates, subsidiaries, associated entities and any of their branches and offices and “any member of the MPM Group” has the same meaning.

“Loss” means any claim, charge, cost (including, but not limited to, any legal or other professional cost), damages, debt, expense, tax, liability, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment, however calculated or caused, and whether direct or indirect, consequential, punitive or incidental.

“Personal Data” meaning any data relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which individual can be identified, including, without limitation, sensitive personal data, name(s), residential address(es), contact

information, age, date of birth, place of birth, nationality, citizenship, personal and marital status. "Substantial" means without limitation, (a) the opening, maintaining and closing of the Customer's bank accounts, (b) the provision of the credit facilities and other banking products and services to the Customer (including, for example, securities dealing, investment advisory, broker, agency, custodian, clearing or technology procuring services), processing applications, ancillary credit assessment and product eligibility assessment, (c) asset management services or other investment services, (d) the opening and maintaining of insurance policy/ies, (e) the provision of the services relating to an insurance policy and its termination or expiry, and (f) the maintenance of MPM Capital Investments Ltd's overall relationship with the Customer, including marketing or promoting financial services or related products to the Customer, market research, insurance, audit and administrative purposes.

"Substantial Owners" means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

"Tax Authorities" means domestic or foreign tax, revenue, fiscal or monetary authorities.

"Tax Information" means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Customer (regardless of whether that Customer is an individual or a business, non-profit or other corporate entity) and any owner, "controlling person", "substantial owner" or beneficial owner of a Customer, that MPM Capital Investments Ltd considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any MPM Capital Investments Ltd member's obligations to any Tax Authority. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organization (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including names(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

"Tax Certification Forms" means any forms or other documentation as may be issued or required by a Tax Authority or by MPM Capital Investments Ltd from time to time to confirm the tax status of an accountholder or the Connected Person of an entity.

Reference to the singular includes the plural (and vice versa)

COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

These Terms explain how MPM Capital Investments Ltd will use information about the Customer and Connected Persons. By using the Services, the Customer agrees that MPM Capital Investments Ltd and members of the MPM Capital Investments Ltd shall use Customer Information in accordance with these Terms.

Customer Information will not be disclosed to anyone (including other members of the MPM Capital Investments Ltd Group), other than where:

- MPM Capital Investments Ltd is legally required to disclose;
- MPM Capital Investments Ltd has a public duty to disclose;
- MPM Capital Investments Ltd's or a third party's legitimate business purposes require disclosure;
- The disclosure is made with Customer consent; or
- It is disclosed as set out in following Terms.

1. COLLECTION

1.1 MPM Capital Investments Ltd and other members of the MPM Capital Investments Ltd Group may collect, use and share Customer Information (including relevant information about the Customer's transactions, the Customer's use of MPM Capital Investments Ltd's products and services, and the Customer's relationships with the MPM Group). Customer Information may be requested from the Customer (for a person acting on the Customer's behalf), or may also be collected by or on behalf of MPM Capital Investments Ltd, or members of the MPM Group, from other sources (including from publically available information), generated or combined with other information available to MPM Capital Investments Ltd or any member of the MPM Group.

PROCESSING

1.2 MPM Capital Investments Ltd and/or members of the MPM Group will process, transfer and disclose Customer Information in connection with the following Purposes: (a) providing Services and for any transactions requested or authorised by the Customer, (b) meeting Compliance Obligations, (c) conducting Financial Crime Risk Management Activity, (d) collecting any amounts due from Customer, (e) conducting credit checks and obtaining or providing credit references, (f) enforcing or defending MPM Capital Investments Ltd, or a member of the MPM Capital Investments Ltd Group's rights, (g) for internal operational requirements of MPM Capital Investments Ltd or the MPM Capital Investments Ltd Group (including, without limitation, credit and risk management, system or product development and planning, insurance, audit and administrative purposes), and/or (h) maintaining MPM Capital Investments Ltd's overall relationship with the Customer (including marketing or promoting financial services or related products to the Customer and market research) (the 'Purposes').

SHARING

1.3 By using the Services, the Customer agrees that MPM Capital Investments Ltd may (as necessary and appropriate for the Purposes) transfer and disclose any Customer Information to the following recipients (who may also process, transfer and disclose such Customer Information for the Purposes):

- a) Any member of the MPM Group;
- b) Any sub-contractors, agents, service providers, or associates of the MPM Capital Investments Ltd (including their employees, directors and officers);
- c) In response to any requests from any Authorities;
- d) Anyone acting on behalf of the Customer, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the Customer has an interest in securities (where such securities are held by MPM Capital Investments Ltd for the Customer);
- e) Any party acquiring an interest in or assuming risk in or in connection with the Services, including but not limited to reinsurers;
- f) Other financial institutions, credit reference agencies or credit bureaus, for obtaining or providing credit references';
- g) Any third party fund manager who provides asset management services to the Customer;
- h) Any introducing broker to whom MPM Capital Investments Ltd provides introductions or referrals;
- i) In connection with any MPM Capital Investments Ltd business transfer, disposal, merger or acquisition;

Wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as the jurisdiction in which the Services are supplied.

CUSTOMER OBLIGATIONS

1.4 The Customer agrees to inform MPM Capital Investments Ltd promptly in writing if there are any changes to Customer information supplied to MPM Capital Investments Ltd or a member of the MPM Group from time to time, and to respond to any request from, MPM Capital Investments Ltd, or a member of the MPM Group.

1.5 Where required by or permissible under applicable laws, as well as where consents deemed appropriate by MPM Capital Investments Ltd have been obtained from a Connected Person (or from a person acting on his behalf), MPM Capital Investments Ltd or a member of the MPM Group may from time to time process, disclose and transfer information relating to such Connected Persons as set out in these Terms. Such Connected Persons would enjoy the rights of access to, and correction of, their Personal Data as set out in these Terms.

1.6 In instances where a Customer has provided or will provide information relating to a Connected Person (including Personal Data or Tax Information) to MPM Capital Investments Ltd or a member of the MPM Group, that Customer confirms that they are duly authorised by that Connected Person to provide their information (including Personal Data or Tax Information) to MPM Capital Investments Ltd or a member of the MPM Group for processing, disclosure and transfer of their information as set out in these Terms. The Customer further confirms that, except where they already have a copy, the Customer will provide the Connected Person with a copy of these Terms.

1.7 Where:

- a Customer fails to provide Customer Information that MPM Capital Investments Ltd reasonably requests, or
- a Customer withholds or withdraws any consents which MPM Capital Investments Ltd may need to process, transfer or disclose Customer Information for the Purposes, or
- MPM Capital Investments Ltd or a member of the MPM Group has suspicions regarding the possible commission of Financial Crime or a Customer presents a potential Financial Crime risk to a member of the MPM Group.

MPM Capital Investments Ltd may:

- a) be unable to provide new, or continue to provide all or part of the, Services to the Customer and reserves the right to terminate its business relationship with the Customer to the extent permissible under local law;
- b) take actions necessary for MPM Capital Investments Ltd or a member of the MPM Group to meet the Compliance Obligations; and/or
- c) to the extent permissible under local law, block, transfer or close Customer account(s). and/or
- d) to the extent permissible under local law, terminate any insurance policy if MPM Capital Investments Ltd reasonably considers that by continuing an insurance policy and/or the relationship with the Customer it may break any Laws or it, or a member of the MPM Group, may be exposed to action or censure from any Authority. Any termination will take effect as a surrender of the insurance policy.

In addition, the failure of a Customer to supply their, or their Connected Person's, Tax Information and accompanying statements, waivers and consents, may result in MPM Capital

Investments Ltd making its own decision with respect to the Customer's status, including whether to report such Customer to a Tax Authority, and may require MPM Capital Investments Ltd or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to any Tax Authority.

2. DATA PROTECTION

2.1 Whether it is processed in a home jurisdiction or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the MPM Group, their staff and third parties are subject to.

2.2 Under relevant data protection legislation, an individual has the right to request information about certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

2.3 To ensure that MPM Capital investments Ltd carries out Customer's instructions accurately, to help MPM Capital investments Ltd continually to improve its service and in the interests of security, MPM Capital investments Ltd may monitor and/or record the Customer's telephone calls with MPM Capital investments Ltd and use CCTV recording equipment in and around the MPM Capital investments Ltd premises. All recordings are MPM Capital investments Ltd's sole property.

2. MPM Capital investments Ltd and other members of the MPM Group may also give information to the Customer by phone, by post or by e-mail about products and services from members of the MPM Group and those of selected third parties which MPM Capital investments Ltd thinks may be of interest to the Customer. The Customer may inform MPM Capital investments Ltd in writing if it objects to receiving such information.

3. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

3.1 MPM Capital investments Ltd, and members of the MPM Group, are required, and may take any action they consider appropriate in their sole and absolute discretion, to meet Compliance Obligations in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity"). Such action may include, but is not limited to: (a) screening, intercepting and investigating any instruction, communication, drawdown request, application for Services, or any payment sent to or by the Customer, or on its behalf, (b) investigating the source of or intended recipient of funds (c) combining Customer Information with other related information in the possession of the MPM Group, and/or (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming a Customer's identity and status.

3.2 To the extent permissible by law, neither MPM Capital investments Ltd nor any other member of MPM Group shall be liable to the Customer or any third party in respect of any Loss whether incurred by the Customer or a third party in connection with the delaying, blocking or refusing of any payment or the provision of all or part of the Services or otherwise as a result of Financial Crime Risk Management Activity.

4. TAX COMPLIANCE

The Customer and each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) acknowledges they are solely responsible for understanding and complying with their tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions

in which those obligations arise and relating to the opening and use of account(s) and/or Services provided by MPM Capital investments Ltd and/or members of the MPM Group. Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or Connected Person's place of domicile, residence, citizenship or incorporation. MPM Capital investments Ltd and/or any member of the MPM Group does not provide tax advice. The Customer is advised to seek independent legal and/or tax advice. MPM Capital investments Ltd and/or any member of the MPM Group has no responsibility in respect of a Customer's tax obligations in any jurisdiction which they may arise including, without limitation, any that may relate specifically to the opening and use of account(s) and/or Services provided by MPM Capital Investments Ltd and/or members of the MPM Group.

5. MISCELLANEOUS

5.1 These Terms will govern the Customer's relationship, accounts with MPM Capital Investments Ltd and services received from MPM Capital Investments Ltd and will be in addition to the terms and conditions in all other agreements, express or implied, between the Customer and MPM Capital Investments Ltd.

5.2 In the event of any conflict or inconsistency between any of these Terms and those in any other service, product, business relationship, account or agreement between the Customer and MPM Capital Investments Ltd, these Terms shall prevail. Any consents, authorisations, MPM Capital investments Ltd requested waivers and permissions that already exist from the Customer in relation to Customer Information shall continue to apply in full force and effect, to the extent permissible by applicable local law

5.3 If all or any part of the provisions of these Terms become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of these Terms in that jurisdiction.

6. SURVIVAL UPON TERMINATION

These Terms shall continue to apply notwithstanding their termination, any termination by MPM Capital Investments Ltd or a member of the MPM Group of the provision of any Services to the Customer or the closure of any Customer account, the expiry of any insurance policy or other product.