



## Terms of service

These terms of service govern the modalities relating to the access to Partners Group online and mobile services ("**Partners Group Services**") provided by Partners Group AG, Zugerstrasse 57, 6341 Baar-Zug, Switzerland, and its affiliates ("**Partners Group**") to Investors in products managed or advised by Partners Group ("**Product**" or "**Products**"). The term "**Investor**" refers to the investing party according to the subscription agreement of a Product and certain prospective investors to whom access to Partners Group Services has been granted by Partners Group for an evaluation of a potential investment in a Product.

The Partners Group Services are not intended for any use which would be contrary to the law or regulation of the country in which you live and/or are a resident. In particular, Partners Group Services are not aimed at persons who are residents of any country where the Products described or referred to in Partners Group Services are not registered or approved for marketing and/or sale or in which the dissemination of information about them is not permitted.

### 1. Access rights and verification of authorization

- 1.1. The authorized user or the authorized agent is the actual user of Partners Group Services, either as Investor or as user/agent authorized by the Investor (hereinafter jointly referred to as "**Authorized Users**"). The Investor bears complete responsibility for ensuring that the Authorized Users appointed by the Investor fully comply with the terms and conditions specified herein.
- 1.2. The Authorized Users are responsible for and shall exercise due care in maintaining the confidentiality of any account information, including but not limited to user names, logins and passwords Authorized Users use to access any page or feature on Partners Group Services, and for properly logging off of their account and any protected areas of Partners Group Services.
- 1.3. If the Authorized Users receive access rights to Partners Group Services in error, they shall immediately delete the access rights and any information obtained from Partners Group Services, including all copies of it, from their system, destroy any hard copies of it and notify Partners Group.
- 1.4. Partners Group does not verify the Authorized Users by checking signatures, identification documents or any other verification procedure when the Authorized Users log in or use Partners Group Services. Partners Group shall be deemed to be authorized and entitled to carry out any incoming instructions via Partners Group Services, and to comply with any instructions and messages submitted via Partners Group Services.

### 2. Investor/Authorized Users obligations

- 2.1. The Investor represents and warrants that it keeps the information with respect to the Investor/the Authorized Users and any other data provided to Partners Group in connection

with Partners Group Services accurate and complete at all times. If at any time information with respect to the Investor/the Authorized Users shall subsequently become inaccurate, e.g. such as if an Authorized User is terminating its employment with the Investor, the Investor shall promptly notify Partners Group and provide Partners Group with revised or corrected information.

- 2.2. Further, the Investor/the Authorized Users are fully responsible for all activities occurring under their accounts, user names, logins and passwords that result from their negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures. If the Investor/the Authorized Users become aware of any suspicious or unauthorized conduct concerning their accounts, user names, logins and passwords the Investor/the Authorized Users agree to contact Partners Group immediately.
- 2.3. The Investor/the Authorized Users acknowledge that any decision to invest in any Product should be made after reviewing the related product's confidential private placement memorandum (as amended, supplemented and/or restated from time to time) pursuant to which any offer or solicitation has been made and which describes the significant risks and other important information related to the product, qualifies in its entirety the information contained on Partners Group Services and should be read carefully prior to making a decision with respect to the product, conducting such investigations as the Investor/the Authorized Users deem necessary and consulting their own legal, accounting and tax advisors in order to make an independent determination of the suitability and consequences of an investment.

### **3. Timeliness of content**

- 3.1. All content on Partners Group Services is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons at the full discretion of Partners Group. In addition, the Investor/the Authorized Users are responsible for setting the cache settings on their browser to ensure they are receiving the most recent data.

### **4. Time of delivery**

- 4.1. The Investor acknowledges that documents, including but not limited to valuation reports, notices and capital calls, and any other information transmitted via Partners Group Services are considered to have been delivered to the Investor as soon as the Investor/Authorized Users can access them in Partners Group Services. Any deadlines that may be connected with the documents start to run from that time. The Investor hereby expressly acknowledges and agrees that by sending documents, including but not limited to valuation reports, notices and capital calls, electronically to Partners Group Services, Partners Group fulfills its respective notification and/or reporting obligations toward the Investor.

### **5. Storage of documents**

- 5.1. The Investor acknowledges that electronic documents are stored until they are deleted by the Investor/the Authorized Users, but not longer than 24 months after delivery, after which they will no longer be available electronically via Partners Group Services.
- 5.2. The Investor is personally responsible for all legal obligations in particular for the recording, suitable storage and/or saving of the electronic documents transmitted via Partners Group Services, as well as for their integrity and subsequent use.

## **6. Confidentiality**

- 6.1. The Investor/the Authorized Users acknowledge that the information provided via Partners Group Services, including any attachments, is strictly confidential and is available to the Investor/the Authorized Users only for the limited purposes of inquiry and review in connection with their evaluation or monitoring of an investment in various Products managed or advised by Partners Group. The Investor/the Authorized Users may view and print individual records solely for personal, informational, and noncommercial use but mass download of information from Partners Group Services and/or distribution to any third party of any information from Partners Group Services in any manner is strictly prohibited.
- 6.2. The Investor/the Authorized Users agree that, unless otherwise agreed in writing between them and Partners Group and except as required by law or legal process, the Investor/the Authorized Users (a) will maintain the confidentiality of any non-public information provided via Partners Group Services (including financial, valuation and other information regarding any entity in which Partners Group Products hold, or contemplate acquiring, any investments), and in furtherance thereof will adopt protective procedures that are not less rigorous than those procedures customarily applied to information of this kind; and (b) will use such non-public information solely in connection with the evaluation and/or monitoring of an investment or prospective investment in the Products and the Investor/the Authorized Users agree in that regard not to trade in securities on the basis of any such information; provided, that the foregoing will not limit the Investor/the Authorized Users ability to furnish any such information to (i) its affiliates or advisors who need to know such information in connection with the evaluation or monitoring of an investment in the Products; or (ii) examiners, auditors, inspectors, attorneys, or persons with similar responsibilities or duties, regulatory body or federal, state or local taxation authority; provided, further, that the Investor/the Authorized Users will be liable to Partners Group for any such affiliate' s or advisor's failure to comply with the foregoing confidentiality obligation.

## **7. Breach of terms and remedy**

- 7.1. The Investor/the Authorized Users acknowledge that breach of any of the terms contained herein may cause immediate and irreparable harm to Partners Group for which Partners Group may not have an adequate remedy in money or damages. Partners Group will therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request and will be entitled to recover from the Investor/the Authorized Users the costs incurred in seeking such an injunction. Partners Group's right to obtain injunctive relief will not limit its right to seek or obtain further remedies.
- 7.2. The rights granted to the Investor/the Authorized Users herein terminate immediately upon any violation by the Investor/the Authorized Users of these terms of service. Partners Group, in its sole discretion, reserves the right to temporarily or permanently terminate the Investor/the Authorized Users access to and use of Partners Group Services at any time and for any reason whatsoever, without notice or liability. Partners Group will not be liable to the Investor/the Authorized Users or any third party for any termination of access to or use of Partners Group Services.

## **8. Exclusion of liability**

- 8.1. In no event will Partners Group (including its shareholders, directors, officers, employees and agents) or any third party provider be liable to the Investor/Authorized Users in relation to the terms contained herein for any indirect, incidental, special, exemplary, or consequential damages (including without limitation loss of profits, loss of business opportunity, loss of revenues or savings, loss of data or costs of recreating lost data) whether based on contract, tort or any other legal theory, even if Partners Group has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions contained in these terms of service have been breached or have been held to be invalid or ineffective.
- 8.2. Further, the aggregate liability of Partners Group (including its shareholders, directors, officers, employees and agents) or any third party provider to the Investor/Authorized Users in relation to these terms of service will not in any event exceed the aggregate amount of one thousand Swiss francs (CHF 1,000.00). The foregoing notwithstanding, nothing in these terms of service exclude or otherwise limit any liability for (a) personal injury or death caused directly by the negligence of Partners Group; or (b) fraudulent misrepresentation; or (c) willful misconduct.

## **9. Risks**

- 9.1. The Investor/the Authorized Users' end-user device is part of the system to access Partners Group Services, but it is outside Partners Group's influence or control and can become a weak link. Despite all security measures applied by Partners Group, Partners Group cannot accept responsibility for the Investor/the Authorized Users' end-user device. A lack of security precautions on the end-user device can make unauthorized access easier. The Investor/the Authorized Users are responsible for obtaining information on and maintaining the necessary security precautions.
- 9.2. If Partners Group detects any security risks, it reserves the right to interrupt Partners Group Services for the protection of the Investor/Authorized Users at any time until the risk is removed. Partners Group accepts no liability for any damages incurred as a result of such interruptions.
- 9.3. Partners Group accepts no liability for losses incurred by the Investor/Authorized Users as a result of transmission errors, technical defects, system overload, interruptions, malfunctions, or illegal access or malicious blocking of infrastructure or networks.

## **10. Change of terms of service**

- 10.1. Just as Partners Group's business changes constantly, these terms of service may also change. Where these terms of service changes, Partners Group will take appropriate steps to bring the amendment to the Investor/the Authorized Users attention. To assist you, these terms of service have an effective date set out at the end of this document.
- 10.2. In case of an objection the Investor/the Authorized Users shall be free to cease access to Partners Group Services with immediate effect, before the coming into effect of the changes, unless the Investor/the Authorized Users otherwise comes to an agreement with Partners Group at that time.

**11. Choice of law and jurisdiction**

- 11.1. These terms of service shall be governed by and construed in accordance with the laws of Switzerland (excluding conflict of laws provisions). Any disputes arising out of or in connection with these terms of service shall be subject to the exclusive jurisdiction of the ordinary courts of Baar (Canton of Zug), Switzerland.

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