

## **GCM Grosvenor User Agreement**

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

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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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To the extent that you authorize an employee, counsel or other professional advisor to access Site Content through this Site on your behalf, GCM Grosvenor will issue to such

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**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.

### **Certain Obligations**

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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



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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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- 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.

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