7 Miscellaneous

7杂项

K&E is a general service law firm that you recognize has represented, now represents and will continue to represent numerous clients (which may include debtors, creditors, and direct competitors of you or your affiliates), nationally and internationally, over a wide range of industries and in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive you or other clients of the right to select K&E as their counsel.

K&E是一家综合服务律师事务所，您承认，该事务所已经代表、现在代表并将继续代表众多客户（可能包括债务人、债权人和您或您的关联公司的直接竞争对手）、在国内和国际范围内、在各种行业和各种事务中。鉴于此，如果没有具有约束力的冲突豁免，可能会产生利益冲突，从而剥夺您或其他客户选择K&E作为其律师的权利。

In undertaking our representation of you, we want to be fair not only to your interests but also to those of our other clients. Because you are engaged in activities (and may in the future engage in additional activities) in which your interests may diverge from those of our other clients, the possibility exists that one of our clients may take positions adverse to you in a matter in which such other client may have retained us.

在代理贵公司的过程中，我们不仅要公平对待贵公司的利益，也要公平对待其他客户的利益。由于您从事的活动（并可能在未来从事其他活动）可能会使您的利益与我们其他客户的利益产生分歧，因此我们的一个客户可能在其他客户可能保留我们的情况下对您不利。

Accordingly, as an integral part of the engagement, you agree that K&E may, now or in the future, represent other entities or persons, including in litigation, adversely to you or any of your affiliates on matters that are not substantially related to (i) the legal services that K&E has rendered, is rendering or in the future will render to you under the Transactions and (ii) other legal services that K&E has rendered, is rendering or in the future will render to you or any of your affiliates under a separate engagement (an "Allowed Adverse Representation").

因此，作为本协议不可分割的一部分，您同意K&E现在或将来可能代表其他实体或个人，包括在诉讼中，在与（i）K&E提供、正在提供或将来将向您提供的法律服务无关的事项上对您或您的任何关联方不利。根据交易和（ii）K&E已提供、正在提供或将来将根据单独约定向您或您的任何关联公司提供的其他法律服务（“允许的不利陈述”）。

You also agree that you will not, for yourself or any other entity or person, assert that either (i) K&E's representation of you or any of your affiliates in any past, present or future matter or (ii) K&E's actual or possible possession of confidential information belonging to you or any of your affiliates is a basis to disqualify K&E from representing another entity or person in any Allowed Adverse Representation. You further agree that any Allowed Adverse Representation does not breach any duty that K&E owes to you or any of your affiliates.

您还同意，您不会为自己或任何其他实体或个人主张（i）K&E代表您或您的任何关联方处理任何过去、现在或将来的事务，或（ii）K&E实际或可能拥有属于您或您的任何关联方的机密信息是取消K&E代表资格的基础。在任何允许的不利陈述中对另一个实体或个人。您进一步同意，任何允许的不利陈述不违反K&E对您或您的任何关联公司所负的任何义务。

In line with German data protection legislation, any personal data supplied by you or your agents will be received by us on the understanding that you have complied with applicable data protection legislation. You agree that we may process any personal data provided to us in accordance with our privacy policy at www.kirkland.com. We use personal data you provide to us primarily for the provision of legal services to you and for related purposes including: (i) updating and enhancing client records; (ii) statutory returns; and (iii) legal and regulatory compliance. Our use of that personal data is subject to your instructions, the German Federal Data Protection Act (Bundesdatenschutzgesetz) and our duty of confidentiality. Our work for you may require us to give personal data to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you. We may also use the personal data, provided by you, for the purpose of providing you with information relating to K&E and its services including any relevant legal updates, in printed or electronic form. If you do not wish to receive these updates, please let us know.

根据德国数据保护法规，您或您的代理人提供的任何个人数据将由我们接收，前提是您遵守了适用的数据保护法规。您同意，我们可以根据我们在www.kirkland.com上的隐私政策处理提供给我们的任何个人数据。我们使用您提供给我们的个人数据主要是为了向您提供法律服务以及相关目的，包括：（i）更新和增强客户记录；（ii）法定申报表；以及（iii）遵守法律法规。我们对这些个人数据的使用受您的指示、德国联邦数据保护法（Bundesdatenschutzgesetz）和我们的保密义务的约束。我们为您所做的工作可能要求我们向第三方提供个人数据，如专家证人和其他专业顾问。根据数据保护法，您有权访问我们持有的关于您的个人数据。我们也可以使用您提供的个人数据，以向您提供与K&E及其服务相关的信息，包括任何相关的法律更新，打印或电子形式。如果您不想收到这些更新，请通知我们。

The personal data that you provide to us may be accessed by (or transferred to) Kirkland & Ellis LLP, Kirkland & Ellis (Hong Kong), Kirkland & Ellis International LLP and their staff who are located outside the European Economic Area and you agree to any such transfer. We will take all steps reasonably necessary to ensure that any personal data provided to us is treated securely and in accordance with our privacy policy.

您提供给我们的个人数据可以由（或转移到）柯克兰和埃利斯LLP、柯克兰和埃利斯（香港）、柯克兰和埃利斯国际LLP以及他们的工作人员访问，这些人员位于欧洲经济区之外，您同意任何此类转让。我们将采取一切合理必要的措施，确保向我们提供的任何个人数据均得到安全处理，并符合我们的隐私政策。

We inform you that certain entities owned by current or former K&E attorneys and senior staff ("Attorney Investment Entities") have investments in funds or companies that may, directly or indirectly, be affiliated with you, hold investments in your debt or equity securities or conduct commercial transactions with you (each a "Passive Holding"). The Attorney Investment Entities are passive and have no management or other control rights in such funds or companies. We note that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between K&E's exercise of its independent professional judgment in rendering advice to you and the financial interest of our attorneys participating in the Attorney Investment Entities, and such other persons might seek to limit your ability to use K&E to advise you on a particular matter. While we cannot control what a person might assert or seek, we believe that K&E's judgment will not be compromised by virtue of any Passive Holding. Please let us know if you have any questions or concerns regarding our Passive Holdings. By executing this letter, you acknowledge our disclosure of the foregoing.

我们通知您，目前或前K&E律师和高级职员（“律师投资实体”）拥有的某些实体投资于可能直接或间接与您有关联的基金或公司，持有您的债务或权益证券的投资，或与您进行商业交易（每个都是“被动持有”）。律师投资主体为被动投资主体，对该基金、公司不具有管理或其他控制权。我们注意到，在某些情况下，其他人可能会断言被动持有会在K&E在向您提供建议时行使其独立的专业判断与我们参与律师投资实体的律师的经济利益之间产生冲突，而此类其他人可能会寻求限制您使用K&E就特定事项向您提供建议的能力。虽然我们无法控制一个人可能断言或寻求什么，但我们相信K&E的判断不会因任何被动持有而受到损害。如果您对我们的被动持股有任何疑问或疑虑，请告知我们。通过签署本函，您确认我们披露了上述内容。

In addition, because we represent a number of distressed debt funds, venture capital, leveraged buy-out and other private equity and mezzanine investors, from time to time more than one of our clients consider an investment in the debt/equity or assets of a certain company, participate as bidders or buyers in an auction or other opportunity to buy or invest in the assets or debt or equity capital of a third party. Our representation of you will be on a non-exclusive basis only and you consent to our representation of multiple parties who are contemplating or making an investment. In each case we establish appropriate screening procedures (where necessary) to ensure that there is absolutely no disclosure of any information concerning the actual or potential transaction from the team of lawyers representing one client to the team of lawyers representing another client (which will in each case be completely separated) and we will inform you of the establishment of such screening procedures. In certain situations where you take a position which is adverse or potentially adverse to a position of another client represented by us in the same situation, you shall have the right to request, at any time, that we represent you on an exclusive basis and terminate all other representations in this situation. We have the right to refuse such request, in which case our representation of you shall terminate in this matter and you shall consent to our continued representation of the other parties.

此外，由于我们代表许多不良债务基金、风险投资、杠杆收购和其他私募股权和夹层投资者，我们的不止一个客户不时考虑投资某一公司的债务/股权或资产，作为投标人或买家参与拍卖或其他购买机会。或者投资于第三人的资产、债务或者股本。我方对贵方的代表仅在非排他性的基础上，且贵方同意我方对正在考虑或进行投资的多方的代表。在每种情况下，我们都建立了适当的筛选程序（如有必要），以确保代表一个客户的律师团队绝对不会向代表另一个客户的律师团队（在每种情况下都将完全分开）披露任何有关实际或潜在交易的信息，并且我们将通知您此类筛选程序的建立。在某些情况下，如果您的立场与我们在同一情况下代表的另一位客户的立场相反或可能不利，您有权随时要求我们独家代表您，并终止在此情况下的所有其他陈述。我方有权拒绝此类请求，在这种情况下，我方对贵方的代表将在此问题上终止，贵方应同意我方继续代表其他各方。

We may, from time to time, hold for you, upon your instructions, money which would be client money. Such money will be held in our client's account which is currently with Deutsche Bank AG, Frankfurt am Main. Neither K&E nor any of its partners or employees shall be liable to you in the event that we are unable to access such client's account or repay to you (or to any third party you may direct us to pay to) any money through a failure of Deutsche Bank AG or the banking system in general. If we hold any money for you, interest is paid on all balances in general client account at the rate paid by our bank on our general client account balance for that currency subject to the interest attributable to the amount we hold for you exceeding £50 (or the equivalent in local currency). If we hold money for you in a designated deposit account or escrow account, the interest earned on such accounts is paid to you in full.

根据您的指示，我们可能会不时为您保留客户资金。此类款项将存放在我们客户的账户中，该账户目前位于德意志银行（Deutsche Bank AG），法兰克福（Frankfurt am Main）。如果由于德意志银行或一般银行系统的故障，我们无法访问客户账户或向您（或您可能指示我们向任何第三方）偿还任何款项，K&E及其任何合作伙伴或员工均不对您负责。如果我方为贵方持有任何款项，一般客户账户中的所有余额均按我方银行为该货币的一般客户账户余额支付的利率支付利息，但利息不得超过50英镑（或等值的当地货币）。如果我们在指定的存款账户或托管账户中为您存钱，则该账户的利息将全额支付给您。

The construction, validity and performance of this Agreement shall be governed by laws of the state of Illinois.

本协议的解释、有效性和履行受伊利诺伊州法律管辖。

If one or more provisions of this Agreement are to be found invalid or void it shall not affect the overall validity of the Agreement. The invalid or void provision shall be replaced by such legally permissible provision which most closely resembles the intention of the parties at the time of the execution of this Agreement.

如果发现本协议的一项或多项条款无效或无效，不应影响本协议的整体有效性。无效或无效的条款应替换为法律允许的条款，该条款与本协议签署时双方的意图最为相似。

We are grateful that you have given us this opportunity and look forward to working with you on the Transactions.

我们很高兴您给了我们这个机会，并期待与您合作进行交易。