

Privacy Notice

Why are you seeing this notice?

- You may need to provide Personal Data to us as part of any services or products related to **HCS Whisky Segregated Portfolio Company ("Company")**.
- We want you to understand how and why we use, store and otherwise process your Personal Data when you deal with us or our relevant affiliates.
- The Company is formed under Cayman Islands law. As a result, your Personal Data will be processed by the Company, and by persons engaged by the Company. Under Cayman Islands law, you have rights, and the Company has obligations, with respect to your Personal Data. The purpose of this notice is to explain how and why the Company, and persons engaged by the Company, will use, store, share and otherwise process your Personal Data. This notice also sets out your rights under Cayman Islands law, and how you may exercise them.
- "**Personal Data**" has the meaning given in the Cayman Islands data protection legislation ("**Data Protection Law, 2017**"). Examples of Personal Data include an individual's name, address, email address, date of birth, passport details or other national identifier, driving licence number, national insurance or social security number, income, employment information, tax identifier and tax residence, account numbers, and economic information. It also includes data which, when aggregated with other data, enables an individual to be identified, such as an IP address and geolocation data.

In this notice, we use the following defined terms:

"**Administrator**" means a third party company appointed to provide certain administrative services;

"**Manager**" means Loopnest Accelerator Limited (or such successor or replacement manager);

"**Processing**" has the meaning given in the Data Protection Law, 2017. It is widely construed and includes obtaining, recording and holding data, as well as carrying out any operation on Personal Data, such as sharing, destroying and mining the Personal Data; and

"**we**", "**us**" and "**our**" in this notice refers to the Company.

Who is providing this notice?

This notice is provided by the Company.

What role does the Company perform in relation to your Personal Data?

The Company act as a "**data controller**" in respect of your Personal Data. This means that the Company is the decision maker as to the purposes, conditions and manner in which your Personal Data are processed, including:

- how to use, store, and process your Personal Data;
- with whom to share your Personal Data;
- when to modify or erase your Personal Data;
- when to engage one or more third parties to process your Personal Data; and
- which such third parties to engage.

The Company will continue to be data controller even though it has engaged third parties, such as the Administrator, to perform certain of the processing activities on their behalf.

Where do we obtain your Personal Data from?

We collect your Personal Data from a number of sources, (both foreign as well as domestic), including from you directly. These include:

- from the forms and any associated documentation that you complete when subscribing for shares;

- when you provide it to us or our service providers in correspondence and conversations (including by email);
- when you make transactions with respect to the Company;
- when you provide remittance instructions;
- publicly available and accessible directories and sources, including websites;
- bankruptcy registers;
- tax authorities;
- governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations;
- credit reference agencies; and
- fraud prevention and detection agencies and organisations, including law enforcement.

We may combine Personal Data that you provide to us with Personal Data that we collect from, or about you. This may include Personal Data collected in an online or offline context.

Why is your Personal Data processed?

These are the principal reasons why your Personal Data is processed:

The processing is necessary for the performance of a contract, including:

- administering or managing the Company;
- processing your participation in the Company's products and services, such as entering your information for customer registration;
- sending you statements relating to your products and services;
- facilitating the continuation or termination of the contractual relationship between you and the Company; and
- facilitating the transfer of products or services, and administering and facilitating any other transaction, between you and the Company.

The processing is necessary for compliance with applicable legal or regulatory obligations, including:

- undertaking customer due diligence, and on-boarding checks;
- carrying out know your client, anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our customers (and, where applicable, their beneficial owners);
- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory registers;
- preventing and detecting fraud;
- complying with the United States Foreign Account Tax Compliance Act, the OECD Common Reporting Standard and other comparable legislation; and
- complying with applicable sanctions and embargo legislation.

In pursuance of our legitimate interests, or those of a third party to whom your Personal Data are disclosed, including:

- complying with a legal, tax, accounting or regulatory obligation to which we or the third party are subject;
- assessing and processing requests you make;
- sending updates, information and notices or otherwise corresponding with you in connection with your participation in the products and services provided by the Company;
- investigating any complaints, or pursuing or defending any claims, proceedings or disputes (whether domestic or foreign);
- providing you with, and informing you about, our products and services;
- managing our risk and operations;
- complying with audit requirements;
- ensuring internal compliance with our policies and procedures, as applicable;
- protecting our business against fraud, breach of confidence or theft of proprietary materials;
- seeking professional advice, including legal advice;
- facilitating business asset transactions involving the Company or related entities;
- monitoring communications to/from us (where permitted by law); and
- protecting the security and integrity of our IT systems,

but in all cases only where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

Who will we share your Personal Data with?

We will share your Personal Data with:

- the Manager, the Administrator, and their respective affiliates for the purposes set out in this notice, in particular:
 - managing our relationship with you;
 - delivering the services you require;
 - managing your products and services;
 - supporting and administering product and services-related activities;
 - complying with applicable laws and regulations;
 - delivering and facilitating the services needed to support our business relationship with you; and
 - supporting and administering product and services-related activities,
- tax authorities:
 - to comply with applicable laws and regulations; and
 - where required by tax authorities (who, in turn, may share your Personal Data with other tax authorities),
- our lawyers, auditors, banking service providers and other professional advisors for purposes of:
 - providing you with product-related services;
 - enabling us to meet legal and regulatory obligations in obtaining services; and
 - seeking advice on, and complying with, legal and regulatory requirements or legal rights and obligations.

In exceptional circumstances, we will share your Personal Data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened), in any country or territory. We will not sell your Personal Data.

Do you have to provide us with this Personal Data?

Some of the Personal Data we request must be supplied for products and services provided by the Company to be made, and for the products and services by the Company to continue. Some Personal Data must be supplied to us to enable the product to be redeemed. If you do not wish to provide us with this Personal Data, you will not be able to a customer of the Company as it will affect our ability to provide our services to you and manage your product.

Sending your Personal Data internationally

Not all countries have data protection and privacy laws that provide you with the same or a comparable degree of protection as Cayman Islands law. Where we transfer your Personal Data to our service providers, including the Administrator and the Manager, we have put in place appropriate arrangements so as to provide your Personal Data with the same protections as exist under Cayman Islands law.

Retention and deletion of your Personal Data

We will keep your Personal Data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us to. We will generally retain your Personal Data throughout the lifecycle of the products or services you are involved in. Some Personal Data will be retained after your relationship with us ends. We expect to delete your Personal Data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your Personal Data.

Automated decision-making

We will not take decisions producing legal effects concerning you, or otherwise significantly affecting you, based solely on automated processing of your Personal Data, unless we have considered the proposed processing in a particular case and concluded in writing that it meets the applicable Cayman Islands law requirements.

Your rights

You have certain data protection rights, including:

- the right to be informed about the purposes for which your Personal Data are processed;
- the right to access your Personal Data;
- the right to stop direct marketing;
- the right to restrict the processing of your Personal Data;
- the right to have incomplete or inaccurate Personal Data corrected;
- the right to ask us to stop processing your Personal Data;
- the right to be informed of a Personal Data breach (unless the breach is unlikely to be prejudicial to you);
- the right to complain to the Data Protection Ombudsman; and
- the right to require us to delete your Personal Data in some limited circumstances.

Contact us

We are committed to processing your Personal Data lawfully and to respecting your data protection rights. Please contact us if you have any questions about this notice or the Personal Data we hold about you. Our contact details are Privacy@loopnv.com or telephone at +852 3595 3672 marking your communication "Cayman Data Protection Enquiry".

Validity and effective date

This Notice will be effective from 30 September 2019. It will be kept under regular review. Should there be any material changes to the above, we will issue a replacement notice.

Technology Platform Terms of Use

Purpose

The technology platform, including the website, customer portal, and related applications or “apps” (if any) and electronic communications (collectively, the “**Technology Platform**”), is intended for your (customer’s) own use in reviewing information made available by or at the request of the Company, the Manager, or other structure being serviced by the Manager and its affiliates. By accessing this Technology Platform, you (including on behalf of any entity you represent) agree to be bound by the terms and conditions that appear herein. These terms and conditions are subject to change. The Manager reserves the right to modify these terms and conditions, which it may do by posting changes to the website and/or customer portal. By accessing the Technology Platform you are confirming your agreement to these terms and conditions.

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Access

The Manager takes reasonable and appropriate measures to protect information it receives through the Technology Platform and to ensure that information is only disclosed to you. However, the Internet is an open system and there is no absolute guarantee that the information you have sent to us or retrieve will not be intercepted by others and you assume that risk in accessing this Technology Platform.

The Manager reserves the right to monitor and audit all transactions and data (including e-mail messages) for any purpose sent over this network and your use of this Technology Platform unless prohibited by law. You agree that a printed version of these terms and conditions shall be admissible in judicial or administrative proceedings to the same extent as other business documents and records.

The Manager may suspend or terminate your access to this Technology Platform, or may terminate provision of this Technology Platform or any portion thereof, for any or no reason at any time, subject to the terms of any separate written agreement between the Company or other product structure which has requested your access to this Technology Platform and the Manager.

Third-Party Links

The Manager may provide a link to other sites through this Technology Platform. The Manager does not control any third-party site and makes no representations concerning the content of any such site and expressly disclaims any liability with respect thereto.

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Governing Law

The user's access to and use of this Technology Platform, and these terms and conditions including the limitation of liability, are governed by the laws of Hong Kong, S.A.R, notwithstanding any principles of conflicts of law.

Additional Notice

The Privacy Policy informs you of our commitment to privacy and explains the ways that the Company and Manager collect, use and disclose your personal information (including any governmental identity documents and other sensitive information) when you visit this Technology Platform.