

ARDIAN



BINDING CORPORATE RULES

Intra group data transfers

September 2018

ARDIAN

1. TABLE OF CONTENTS

• 1.	PREAMBLE	4
• 2.	DEFINITIONS	4
• 3.	PURPOSE	5
• 4.	DOCUMENTS	5
• 5.	ENDORSEMENT	6
• 6.	ENTITY WITH DELEGATED DATA PROTECTION RESPONSIBILITIES	6
• 7.	DESCRIPTION OF THE PROCESSING	6
• 8.	UNDERTAKINGS GIVEN BY DATA EXPORTER	7
• 9.	UNDERTAKINGS GIVEN BY DATA IMPORTER ACTING AS DATA CONTROLLER	8
• 10.	UNDERTAKINGS GIVEN BY DATA IMPORTER ACTING AS DATA PROCESSOR	8
• 11.	RIGHTS OF DATA SUBJECTS	10
• 12.	GUARANTEE OF IMPLEMENTATION	11
• 13.	TRAINING AND EDUCATION	11
• 14.	NATIONAL MANDATORY REQUIREMENTS FOR ENTITIES	11
• 15.	SECURITY OF PROCESSING AND DATA	12
• 16.	RESTRICTIONS ON ONWARD TRANSFERS	12
• 17.	CO-OPERATION	13
• 18.	CONTROL OF COMPLIANCE	13
• 19.	COMPLAINT HANDLING	14
• 20.	LIABILITY	15
• 21.	SANCTIONS	16
• 22.	UPDATES	16
• 23.	GOVERNING LAW	17
• 24.	JURISDICTION	17
• 25.	EFFECTIVE DATE/TERM	17
• 26.	LIST OF APPENDICES	18
•	APPENDIX 1: MANAGEMENT OF INTERNAL ACTIVITY AUDITS	19
•	APPENDIX 2: MANAGEMENT OF INTERNAL, EXTERNAL COMMUNICATION AND OF CORPORATE DEVELOPMENT	20
•	APPENDIX 3: MANAGEMENT OF KNOWLEDGE AND DOCUMENTATION	21
•	APPENDIX 4: MANAGEMENT OF CUSTOMERS AND INVESTOR RELATIONS	22

ARDIAN

• APPENDIX 5: MANAGEMENT OF CUSTOMERS INVOICING, COSTS, REINVOICING AND REPORTING	23
• APPENDIX 6: ELECTRONIC DOCUMENT MANAGEMENT	24
• APPENDIX 7: MANAGEMENT OF IT RESOURCES	25
• APPENDIX 8: MANAGEMENT OF IT DEPARTMENT ACTIVITY	26
• APPENDIX 9: MANAGEMENT OF IT EQUIPMENT AND ELECTRONIC MAIL SERVICE	27
• APPENDIX 10: MANAGEMENT OF DISPUTES	28
• APPENDIX 11: MANAGEMENT OF LEGAL SECRETARIAT	29
• APPENDIX 12: CENTRALIZED MANAGEMENT OF CURRENT AFFAIRS FOR INVESTMENT TEAM ACTIVITY	30
• APPENDIX 13: MANAGEMENT AND FOLLOW UP OF THE FILES ASSIGNED TO THE INVESTMENTTEAMS	31
• APPENDIX 14: MANAGEMENT OF THE ACTIVITY OF THE FUND FINANCE TEAMS	32
• APPENDIX 15: MANAGEMENT OF PERSONAL TRANSACTIONS	34
• APPENDIX 16: FIGHT AGAINST MONEY LAUNDERING THE FINANCING OF TERRORISM	35
• APPENDIX 17: MANAGEMENT OF RECRUITMENT OPERATIONS	37
• APPENDIX 18: MANAGEMENT OF PERSONNEL WORK ORGANIZATION	38
• APPENDIX 19: ADMINISTRATIVE MANAGEMENT OF PERSONNEL	39
• APPENDIX 20: MANAGEMENT AND FOLLOWING UP OF COMPLAINTS AND INCIDENTS	40
• APPENDIX 21: LIST OF ENDORSING ENTITIES	41
• APPENDIX 22: CONTACT	43
• APPENDIX 23: ENTITY WITH DELEGATED DATA PROTECTION RESPONSIBILITIES	43
• APPENDIX 24: FORM FOR ENDORSEMENT OF THE BINDING CORPORATE RULES	45
• APPENDIX 26: COMPLAINT PROCEDURE FLOWCHART	49
• APPENDIX 27: RETENTION SCHEDULE	50
• APPENDIX 28: DATA TRANSFER AGREEMENT	51

ARDIAN

PREAMBLE

1. The purpose of these Binding Corporate Rules is to adduce adequate safeguards for the protection of privacy rights of the individuals concerned any transfers of personal data from entities having endorsed these Binding Corporate Rules, established in Member States of the European Union to other entities having endorsed these Binding Corporate Rules, established in countries outside the European Union and not ensuring an adequate level of protection as set forth in the European Union Data Protection regulation 2016/679 . These Binding Corporate Rules are made binding amongst all endorsing entities by endorsement signed by all entities.

2. DEFINITIONS

2. The terms below will have the following meaning:

- > “controller”: the natural or legal person, the department or any other organization who determines the purposes and means of the processing of personal data;
- > “data exporters”: endorsing entities established in France and other locations in the European Economic Area having endorsed these Binding Corporate Rules and transferring personal data to another endorsing entity established in a country outside the European Economic Area not ensuring an adequate level of protection;
- > “data importers”: endorsing entities established in a country outside the European Economic Area not ensuring an adequate level of protection according to the European Union Data Protection regulation 2016/679 , and receiving from the data exporter elements intended to be processed in accordance with these Binding Corporate Rules;
- > “data subject of a processing of personal data”: an individual to whom the data covered by the processing relates;
- > “endorsing entity”: entities having signed these Binding Corporate Rules, namely ARDIAN France, its sister companies and their establishments, its subsidiaries and their establishments as well as any other company in which the aforementioned companies have a share of the registered capital regardless the amount of such share;
- > “personal data”: any information relating to a natural person (“data subject”) who is or can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to him. In order to determine whether a person is identifiable, all the means that the data controller or any other person uses or may have access to should be taken into consideration;
- > “personal data processor”: any person who processes personal data on behalf of the controller;

ARDIAN

- > “processing of personal data”: any operation or set of operations in relation to such data, whatever the mechanism used, especially the obtaining, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, deletion or destruction of personal data;
- > “recipient of the processing of personal data”: any authorized person to whom the data are disclosed, other than the data subject, the data controller, the sub-contractor and persons who, due to their functions, are in charge of processing the data;
- > “third parties”: the natural or legal person, public authority, agency or any other body other than the data subject, the controller, the processor and the persons who, under the direct authority of the controller or the processor, are authorized to process the data;
- > “transfer”: communicating, copying or moving personal data via a network, or communicating, copying or moving these data from one media to another, whatever the type of media, to the extent that the data are subject to processing in the recipient country.

3. PURPOSE

3. The purpose of these Binding Corporate Rules is to organize the transborder flows of personal data between data exporters and data importers for the purpose of processing set out in the appendices hereto.

4. DOCUMENTS

4. The contractual documents binding the signatory parties are:

- > these Binding Corporate Rules;
- > the appendices;
- > the template form for endorsement of the Binding Corporate Rules signed by the endorsing entities.

5. Notwithstanding the rules for the interpretation of contracts laid down by the law of the Member State where the data exporter is established, the following order of precedence shall apply:

- > obligation per obligation;
- > or, failing that, paragraph per paragraph;
- > or, failing that, subparagraph per subparagraph.

ARDIAN

5. ENDORSEMENT

6. The data exporters and the data importers irrevocably agree to comply with these undertakings upon their endorsement and throughout the term of their endorsement, subject to compliance with local regulations. The endorsement form is attached as appendix 24 hereto. The endorsement may be terminated as provided for in said appendix 24

6. ENTITY WITH DELEGATED DATA PROTECTION RESPONSIBILITIES

7. ARDIAN France shall be the entity with data protection responsibilities (see Appendix 23).

8. As the entity with delegated data protection responsibilities, it will be in charge of ensuring the proper implementation of these Binding Corporate Rules and in particular of ensuring that each entity established outside the European Union in a country not ensuring an adequate level of protection within the meaning of european regulation 2016/679 adjusts its processing activities to these Binding Corporate Rules.

9. The entity with delegated responsibility will be the prime contact with the supervisory authorities and data subjects.

10. The entity with delegated responsibility agrees to take the responsibility for any violation of the Binding Corporate Rules by an endorsing entity as specified in article "Liability" herein and to remedy the acts of other endorsing entities outside of the European Union bound by the Binding Corporate Rules and to pay compensation to data subject for any damages resulting from the violation of the Binding Corporate Rules by any of the endorsing entities.

7. DESCRIPTION OF THE PROCESSING

11. The nature of the data, the purposes of the processing and the scope of the transfers within the endorsing entities are detailed for each processing in the appendices hereto.

8. UNDERTAKINGS GIVEN BY DATA EXPORTER

12. The data exporters warrant that:

- > they have notified with the relevant supervisory authority the processing planned, or obtained, where applicable, the authorization to carry out the processing; and
- > the processing, including the transfer itself, of the personal data by them has been, is and will continue to be carried out in accordance with national law as well as to these Binding Corporate Rules.

8.1. Quality of the data collected

13. The data exporters undertake that the personal data transferred are:

- > obtained and processed fairly and lawfully;
- > obtained for specified, explicit and legitimate purposes, and shall not subsequently be processed in a manner that is incompatible with those purposes;
- > adequate, relevant and not excessive in relation to the purposes for which they are obtained and their further processing;
- > accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that data which are inaccurate or incomplete, having regard to the purposes for which they were collected or for which they are further processed, are erased or rectified;
- > stored in a format that allows the identification of the data subjects for a period no longer than is necessary for the purposes for which they are obtained and processed.

8.2. Purpose limitation

14. Data exporters warrant that:

- > the transfer of the personal data is carried out for a specified, explicit and legitimate purpose; and
- > the data transferred is not processed in a manner that is incompatible with the purpose of the transfer.

ARDIAN

8.3. Special categories of data

15. Data exporters shall not collect or process personal data that reveals, directly or indirectly, the racial and ethnic origins, the political, philosophical, religious opinions or trade union affiliation of persons, or which concern their sexual life, except (i) in countries where local laws impose or allow the management of such data according to expressly national law provisions or (ii) except if the data subjects have expressly consented to the collection of such data.

8.4. Data storage limit

16. Each endorsing entity shall store the personal data in accordance with applicable laws and regulations and for a period no longer than is necessary for the purposes for which they are obtained and processed

9. UNDERTAKINGS GIVEN BY DATA IMPORTER ACTING AS DATA CONTROLLER

17. Data importers may process and transfer non-sensitive and sensitive data to another importer if the conditions set out in article 8 are fulfilled.

18. Data importers undertake to process the data transferred in accordance with the intended purpose at the time of collection and consequently to process personal data in a manner compatible with the purpose of the transfer and in accordance with the principles for processing personal data set out in articles 12, 13, 14, 15, 16, 17, 18 of these Binding Corporate Rules.

19. Data importers also undertake that data subjects benefit from the rights set out in articles 11, 19, 20, 23, 24 of these Binding Corporate Rules.

10. UNDERTAKINGS GIVEN BY DATA IMPORTER ACTING AS DATA PROCESSOR

20. Data importers warrant that:

- they will have in place appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. To this end, each data importer informs its staff of the binding nature of the content of these Binding Corporate Rules, of the means to comply with such binding nature and of the disciplinary sanctions that may be taken in case of failure to comply;

ARDIAN

- > they will have in place procedures so that any third party they authorize to have access to the personal data, including subprocessors, will respect and maintain the confidentiality and security of the personal data in compliance with the requirements of the Binding Corporate Rules. Any person acting under the authority of the data importer, including a subprocessor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorized or required by law or regulation to have access to the personal data;
- > they will process the personal data for purposes described in appendices hereto, and have the legal authority to give the warranties and fulfill the undertakings set out in these Binding Corporate Rules;
- > they will appoint one or more individuals in charge of ensuring the respect of these Binding Corporate Rules and authorized to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the competent authority concerning all such enquiries within a reasonable time, and will make available, upon request, a copy of these Binding Corporate Rules to the data subjects;
- > upon reasonable request of the entity with delegated data protection responsibilities, they will submit their data processing facilities, data files and documentation needed for processing to review, audit and/or certification by the individuals designated by the entity delegated data protection responsibilities (or any independent or impartial inspection agents or auditors, selected by the entity and not reasonably objected to by the data importers) to ascertain compliance with the warranties and undertakings in these Binding Corporate Rules, with reasonable notice and during regular business hours and without disrupting their respective businesses. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion;
- > they are members or affiliates of the endorsing entities and therefore they will process the personal data in accordance with the data protection laws of the country in which the data exporter is established, subject to compliance with local laws;
- > they are contractually bound to comply with the instructions given for the implementation of the processing of personal data in compliance with these Binding Corporate Rules;
- > upon termination of the contract, any hard or soft copies of the file in which the information is stored are destroyed, or any media containing personal data that may have been provided are returned, if the law of the country in which the data importer acting as data processor allows this. Otherwise, the data importer is to ensure that the confidentiality of the data is protected and that said data does not undergo any further processing.

11. RIGHTS OF DATA SUBJECTS

21. In the event that personal data is transferred to a controller established in a country outside the European Economic Area that does not ensure an adequate level of protection, any data subject is entitled to:

- > obtain a copy of these Binding Corporate Rules using the services referred to in appendix under the heading: "Contact with Data Subjects"; in a reasonable time on a simple request; these Binding Corporate Rules are published on the intranet of the endorsing entities and it is made reference to these Binding Corporate Rules on the website of the entity with delegated data protection responsibilities;
- > be informed of the transfer of the personal data relating to them, the purpose of the transfer, the recipient or the categories of recipients, the place where the data recipient is established and the absence of adequate protection;
- > obtain disclosure of all data processed relating to them and as appropriate, the rectification, erasure or blocking of data the processing of which does not comply with the principles set out by these Binding Corporate Rules;
- > object to the processing of the personal data relating to them on compelling legitimate grounds relating to their particular situation;
- > claim enforcement of:
 - the endorsing entities' duty to cooperate with each other and/or with the competent data protection authorities such as set out in article 17 "Co-operation" hereof;
 - the obligation for the endorsing entities to immediately inform the entity with delegated data protection responsibilities if the legislation applicable to it may prevent it from fulfilling its obligations under these Binding Corporate Rules, in accordance with article 14 "National mandatory requirements for entities" hereof;
 - the obligation not to make onward transfer outside the group without informing the data subjects and without entering into an agreement with the entity, in accordance with article 16 "Restrictions on onward transfers" hereof;
 - the security and confidentiality obligation, such as set out in article 15 "Security of processing and data" hereof.
- > obtain, when they have suffered damage as a result of unlawful processing or any act incompatible with these Binding Corporate Rules:
 - a correction of the actions or inactions that violated the Binding Corporate Rules;
 - and
 - if appropriate, compensation for damage suffered.

ARDIAN

- > contact the complaint-handling service, in accordance with article 19 “Complaint Handling” hereof, for any violation of their rights stated herein;
- > apply to the competent data protection authority, for any violation of their rights stated herein;
- > refer the matter to the competent courts, in accordance with article 24 “Jurisdiction” hereof, for any violation of their rights stated herein.

12. GUARANTEE OF IMPLEMENTATION

22. The endorsing companies agree to take such measure as may be necessary to ensure that each of them will adjust its processing activities to meet the requirements of these Binding Corporate Rules, subject to their compliance with local rules.

23. In the event these Binding Corporate Rules are not complied with, and subject to their compliance with local rules, any data subject may have recourse to the relevant data protection authority.

13. TRAINING AND EDUCATION

The endorsing companies agree to implement training programs dedicated to the protection of personal data for their employees that have permanent or regular access to personal data, that are involved in the collection of personal data or in the development of tools used to process personal data.

24. Employees are expressly obliged to comply with the Binding Corporate Rules and are informed of the means to comply with the binding nature of the rules and of the disciplinary sanctions that may be taken in the event that they fail to comply.

25. The aim is an active involvement of the staff, and in particular the senior staff, of each endorsing company.

26. Relevant and updated information on the personal data transfers is made available on the intranet of the endorsing entities.

27. Sanctions may be taken in the event that these provisions are breached. These sanctions are described in article “Sanctions” hereof.

14. NATIONAL MANDATORY REQUIREMENTS FOR ENTITIES

28. If an endorsing entity has reason to believe that the legislation applicable to it may prevent it from fulfilling its obligations under these Binding Corporate Rules and will have a substantial adverse effect on the guarantees provided by them, it will promptly inform the entity with delegated data protection responsibilities, unless otherwise prohibited by a judicial or law enforcement authority.

15. SECURITY OF PROCESSING AND DATA

The endorsing entities agree to take all useful precautions, with regard to the nature of the data and the risks of the processing, to preserve the security of the data and, in particular, prevent their alteration and damage, or access by non-authorized third parties. The endorsing entities in particular agree to take appropriate technical and organizational measures.

29. In the event that personal data is transferred to data processors, each processor shall offer adequate guarantees to ensure the implementation of the security and confidentiality measures.

16. RESTRICTIONS ON ONWARD TRANSFERS

In the event that personal data is transferred from the endorsing entities to non-endorsing entities, the entities at the origin of the transfers agree to inform the data subjects.

30. For all of these onward transfers, each endorsing entity shall conclude a contract with the non-endorsing entities:

- when the transfer is made within the European Union or a country ensuring an adequate level of protection, such contract shall include a clause specifying the security and confidentiality measures taken by the entity to which the transfer is made; the clause shall remind that said entity can in any case act only on instructions from the endorsing entity;
- when the transfer is made to a non-endorsing entity established outside the European Union, and does not benefit from an exception authorizing the transfer, such contract shall be drafted on the basis of standard contractual clauses adopted by the European Commission.

31. Special reference will be made to the standard contractual clauses described above during the regular audits conducted on the application of these Binding Corporate Rules.

17. CO-OPERATION

The endorsing entities agree to:

- co-operate and help each other to handle a request or complaint from data subjects;
- closely co-operate with the competent personal data protection authorities; and
- follow the audit requirements mentioned in article 18 below: "Control of Compliance".

32. The endorsing entities agree to deposit a copy of these Binding Corporate Rules with the relevant authorities if such deposit is required under the national data protection law applicable in the place where the data exporting entity is established.

33. The endorsing entities agree to abide by the advice and recommendations of the competent data protection authorities on any issues related to the interpretation and application of these Binding Corporate Rules and they accept that the competent authorities may perform audits at their premises in order to confirm the implementation of the provisions of the Binding Corporate Rules.

18. CONTROL OF COMPLIANCE

The endorsing companies agree to appoint one or more officers in charge of ensuring compliance with these Binding Corporate Rules and who will provide reports to the entity with delegated data protection responsibilities. The name and contact details of the contacts within the endorsing entities are given in appendix 22 hereto. As ARDIAN France is a constantly evolving organization, these contact details are subject to change and will be updated at least once annually. The Contacts must ensure the implementation of data protection measures as specified in these Binding Corporate Rules, and requested by auditors and relevant data protection authorities if necessary.

34. In addition, the application of the principles laid down in these Binding Corporate Rules is guaranteed by the realization of regular audits carried out by internal or external individuals designated by the entity with delegated data protection responsibilities.

35. The audit program includes methods of ensuring that corrective actions will take place.

36. Upon the end of the audit procedure, a report shall be established and sent to the Executive Board of the entity with delegated data protection responsibilities.

37. Data protection authorities may, upon request and provided a reasonable communication period is given, have access to the results of the audit and carry out themselves a data protection audit if required.

19. COMPLAINT HANDLING

19.1. Submitting a complaint

38. Data subjects may lodge a complaint about unlawful processing or an act relating to them that is incompatible with these Binding Corporate Rules, by sending a letter or e-mail to the Data Protection Officer (DPO) to which should be attached a copy of an identity document.

39. The letter (or e-mail) must be sent with a document proving the identity of the data subject and must describe the reasons of the complaint and include any relevant supporting document.

40. Any request shall be processed promptly within the time limits stated below.

19.2. Role and autonomy of the individuals in charge of handling the complaints

41. The designated individual is responsible for:

- managing and receiving complaints lodged by data subjects;
- where applicable, opening an investigation to gather and review the facts.

42. The individual designated to process the file and find a solution to the dispute shall act with independence, neutrality and impartiality in the exercise of his or her mission. He or she must help the data subject and the entity concerned (or the entity with delegated data protection responsibilities) find a solution:

19.3. Time limits

COMPLAINT HANDLING PERIOD

43. Upon receipt of his or her complaint, and no later than within five (5) business days, the data subject receives by letter or e-mail information on:

- > the identity of the employee in charge of handling the complaint;
- > the approximate length of time required to handle the complaint, or an immediate answer or a request for additional documents:

REVIEW PERIOD

ARDIAN

44. The data subject is kept regularly informed of the progress of the review of the complaint.

45. The period to review a complaint may not exceed two (2) months from the receipt by the designated individual of the entity concerned of the request (letter or e-mail) of the data subject who has given proof of his or her identity. The period to review a request that may subsequently be submitted to the DPO of the entity with delegated data protection responsibilities may not exceed one (1) month.

46. At the end of the review, a letter is sent to the data subject informing him or her:

- > whether the complaint, after legal analysis, is found justified or is dismissed;
- > of the other available remedies (the competent data protection authorities or the competent courts in accordance with article 24 "Jurisdiction", and where applicable the DPO if the data subject has not already referred the matter to him).

19.4. Other ways to submit a complaint

47. The data subject is informed that he or she may in any case apply to a data protection authority or to a competent court in accordance with article 24 hereof.

20. LIABILITY

48. The entity with delegated data protection responsibilities designated in appendix 23 hereto accepts responsibility for and agrees to take the necessary action to remedy the acts of endorsing entities established outside the European Union and not ensuring a sufficient level of protection and to pay compensation for any damages resulting from the violation of the Binding Corporate Rules by said entities.

49. If the entity with delegated data protection responsibilities designated in appendix 23 hereto can prove that the endorsing entity established outside the European Union and not ensuring a sufficient level of protection is not liable for the act resulting in the damage claimed by the data subject, ARDIAN France will discharge itself from any responsibility.

50. The endorsing entities may be partially or totally exempted from liability as the data controller if they establish that they are not responsible for the violation or the damage.

51. ARDIAN France has sufficient assets to cover the payment of compensation for breaches of these Binding Corporate Rules.

21. SANCTIONS

52. Sanctions may be taken in the event of:

- > breach of the provisions of these Binding Corporate Rules;
- > non-compliance with the recommendations and advice made after an audit;
- > breach of the duty of co-operation with the relevant data protection authorities.

53. In accordance with the applicable employment legislation, internal corporate rules and employment agreements, sanctions may consist of disciplinary measures taken against the employees who breach the law in processing personal data or who breach these Binding Corporate Rules.

54. Furthermore, these sanctions may be accompanied by other measures, if ordered by the competent independent administrative or judicial local authorities.

22. UPDATES

22.1. Updates to the content of the Binding Corporate Rules

55. The content of these Binding Corporate Rules may be modified by the Executive Board of the entity with delegated data protection responsibilities.

56. The modified text of the Binding Corporate Rules shall be reported to:

- > the relevant data protection authority as part of the undertakings taken by the endorsing entities in article 17 "Co-operation";
- and
- > the endorsing entities.

57. The Executive Board of the entity with delegated data protection responsibilities undertakes to appoint an individual or a department responsible for keeping records of the modifications of the Binding Corporate Rules on a reliable and durable medium.

58. Any updates to the list of entities or any substantial changes to the Binding Corporate Rules should be reported once a year to the data protection authorities. The person in charge of ensuring that the Binding Corporate Rules are kept up to date is the DPO.

ARDIAN

22.2. Updates to the list of the endorsing entities

59. The Executive Board of the entity with delegated data protection responsibilities undertakes to appoint an individual or a department responsible for keeping the list of the endorsing entities and keeping a record of the updates of this list on a reliable and durable medium.

60. Any changes to the list of the entities should be reported once a year to the relevant data protection authorities.

61. No transfer is made to a new entity until the new entity is effectively bound by these Binding Corporate Rules and can deliver compliance.

23. GOVERNING LAW

62. These Binding Corporate Rules shall be governed by the law of the country in which the data exporter is established, subject to their compliance with local regulations

24. JURISDICTION

63. the data subject may apply to the competent data protection authority and/or the competent court in order to obtain compensation for the damage suffered as a result of a violation of the foregoing provisions.

64. the competent courts shall be:

- > the court of the place in which the data exporter is established within the european union; or
- > the court of the place in which the entity with delegated data protection responsibilities is established.

25. EFFECTIVE DATE/TERM

65. These Binding Corporate Rules will be effective for an unlimited period of time upon the date of the first signature.

26. LIST OF APPENDICES

66. These Binding Corporate Rules apply to each of the processing described below:

- > Appendix 1: Management of internal activity audits
- > Appendix 2: Management of the internal, external communication and Corporate Development
- > Appendix 3: Management of knowledge and documentation
- > Appendix 4: Management of customers and investor relations
- > Appendix 5: Management of customers invoicing, costs, re-invoicing and reporting
- > Appendix 6: Electronic document management
- > Appendix 7: Management of IT resources
- > Appendix 8: Management of IT department activity
- > Appendix 9: Management of IT equipment and electronic mail service
- > Appendix 10: Management of disputes in which Ardian is a party in the field of customer management
- > Appendix 11: Management of legal secretariat
- > Appendix 12: Centralized management of current affairs for team activity of investment teams
- > Appendix 13: Management and follow up of the files assigned to the investment teams
- > Appendix 14: Management of the activity of the Fund Finance teams
- > Appendix 15: Management of personal transactions
- > Appendix 16: Fight against money laundering and the financing of terrorism
- > Appendix 17: Management of recruitment operations
- > Appendix 18: Management of personnel work organization
- > Appendix 19: Administrative management of personnel
- > Appendix 20: Management of complaints and incidents
- > Appendix 21: List of endorsing entities
- > Appendix 22: Contact with data subjects
- > Appendix 23: Entity designated as entity with delegated data protection responsibilities
- > Appendix 24: Form for Endorsement of the Binding Corporate Rules
- > Appendix 25: Guide for the Implementation of the Binding Corporate Rules
- > Appendix 26: Complaint Procedure Flowchart
- > Appendix 27: Archive Code
- > Appendix 28: Data transfer agreement.

ARDIAN

APPENDIX 1: MANAGEMENT OF INTERNAL ACTIVITY AUDITS

1. These Binding Corporate Rules apply to the processing related to the management of internal activity audits and to the management of audit recommendations.

2. The purpose of the transfer is the transfer the audit report in order to implement corrective measures.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > transmission;
- > implementation of corrective measures;
- > consultation;
- > recording.

5. The categories of data subjects concerned by the transfers are the employees of Ardian.

6. The categories of data transferred are:

- > data on identification;
- > professional life.

7. The categories of data recipients are the employees of subsidiaries and sister companies.

8. The storage period of the data is the period of the audit increased by the period required for the implementation of the corrective actions.

ARDIAN

APPENDIX 2: MANAGEMENT OF INTERNAL, EXTERNAL COMMUNICATION AND OF CORPORATE DEVELOPMENT

1. These Binding Corporate Rules apply to the processing related to the management of Ardian's communication both for its internal and external communication and for the development of its Corporate Development activity.

2. The purpose of the transfer is the management of Ardian's communication.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > recording;
- > entry.

5. The categories of data subjects concerned by the transfers are the employees of Ardian as well as its (current or potential) customers.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > personal life;
- > economic and financial data;
- > location data (place of the travel and of the event organized);
- > religious beliefs (indication of specific dietary pattern that may reveal the religion of the data subjects).

7. The categories of data recipients are the employees of the subsidiaries and sister companies of Ardian en charge de la communication.

8. The storage period of the data is the period required the progress and organization of the event.

ARDIAN

APPENDIX 3: MANAGEMENT OF KNOWLEDGE AND DOCUMENTATION

1. These Binding Corporate Rules apply to the processing related to the following up of subscriptions or online databases, the consultation of legal information on companies as well as to the management of subscriptions to specialized magazines.

2. The purpose of the transfer is the accessibility to the knowledge and documentation database as well as the management of the access codes to the different online information websites.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > recording;
- > download.

5. The categories of data subjects concerned by the transfers are the employees of Ardian.

6. The categories of data transferred are:

- > data on identification;
- > professional life.

7. The categories of data recipients are the employees of subsidiaries and sister companies of Ardian.

8. The storage period of the data is the period of the validity of the data, in particular equivalent to the duration of the subscriptions taken out by Ardian.

ARDIAN

APPENDIX 4: MANAGEMENT OF CUSTOMERS AND INVESTOR RELATIONS

1. These Binding Corporate Rules apply to the processing related to the management of customers and investor relations.

2. The purpose of the transfer is to manage customers and investor relations according to their geographic activity area.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > entry;
- > recording.

5. The categories of data subjects concerned by the transfers are the employees of Ardian, its customers and its investors.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > personal life;
- > economic and financial data.

7. The categories of data recipients are the employees of subsidiaries and sister companies of Ardian.

8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 5: MANAGEMENT OF CUSTOMERS INVOICING, COSTS, REINVOICING AND REPORTING

1. These Binding Corporate Rules apply to the processing related to the management of Ardian's accounting for the invoicing of its customers, the management of costs of boards of directors, the management of re-invoicing as well as reporting.

2. The purpose of the transfer is to manage and follow up the invoicing of funds, manage and follow up the costs of consultative committees as well as of the reporting.

3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > financial operations;
- > entry.

5. The categories of data subjects concerned by the transfers are the employees of Ardian working on the file, customers and shareholders.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > economic and financial data.

7. The categories of data recipients are the employees of subsidiaries and sister companies of Ardian and the customers (recipients of the invoices related to them).

8. The storage period of the data is the period required for invoicing operations.

ARDIAN

APPENDIX 6: ELECTRONIC DOCUMENT MANAGEMENT

1. These Binding Corporate Rules apply to the processing related to electronic management of the documentation linked to Ardian's activity.

2. The purpose of the transfer is the electronic document management within a common work space.

3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > India;
- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > entry;
- > recording.

5. The categories of data subjects concerned by the transfers are the employees of Ardian as well as the consultants of the EDM maintenance provider.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > connection data.

7. The categories of data recipients are the employees of Ardian in charge of the electronic document management as well as those having access to the common work spaces.

8. Data are stored for as long as the records in which they are contained are stored. The storage period of such records is related to the retention period of documents classified electronically, i.e. 3 years for "Notices", "Report" and "Others", 10 years for documents of the "Legal" type.

ARDIAN

APPENDIX 7: MANAGEMENT OF IT RESOURCES

1. These Binding Corporate Rules apply to the processing related to the management of IT resources, the optimization of maintenance, the assistance to users and the development of information centralized on the application for the management of IT equipment.

2. The purposes of the transfer are the management of IT resources and incidents.

3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > performance of actions required for the maintenance of IT resources.

5. The categories of data subjects concerned by the transfers are the employees of Ardian.

6. The categories of data transferred are:

- data on identification;
- professional life.

7. The categories of data recipients are the departments of the subsidiaries and sister companies of Ardian in charge of managing IT resources.

8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 8: MANAGEMENT OF IT DEPARTMENT ACTIVITY

1. These Binding Corporate Rules apply to the processing related to the management of the internal organization of the IT department.

2. The purpose of the transfer is the management of organization of the IT department of Ardian.

3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation.

5. The categories of data subjects concerned by the transfers are the employees of Ardian as well as the consultants of the application maintenance provider.

6. The categories of data transferred are:

- > data on identification;
- > professional life.

7. The categories of data recipients are the departments of the subsidiaries and sister companies of Ardian in charge of managing the IT department.

8. The storage period of the data is the period of the projects implemented by the IT department.

ARDIAN

APPENDIX 9: MANAGEMENT OF IT EQUIPMENT AND ELECTRONIC MAIL SERVICE

1. These Binding Corporate Rules apply to the processing related to the management of IT equipment and electronic mail service.

2. The purposes of the transfer are the management of IT equipment as well as the management of the electronic mail service.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operation made by the data recipients is the consultation of information.

5. The categories of data subjects concerned by the transfers are the employees of Ardian.

6. The categories of data transferred are:

- > data on identification;
- > professional life.

7. The categories of data recipients are the subsidiaries and sister companies of Ardian.

8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 10: MANAGEMENT OF DISPUTES

1. These Binding Corporate Rules apply to the processing related to the defense of rights of Ardian in courts.
2. The purpose of the transfer is to manage the litigations in which Ardian, its subsidiaries or sister companies and/or its funds are a party, in particular in order to comply with the obligations required to establish, exercise or defend a legal right.
3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:
 - > Chile
 - > China
 - > France;
 - > Germany;
 - > Italy,
 - > Japan
 - > Jersey,
 - > Luxembourg
 - > Singapore;
 - > Spain;
 - > Switzerland;
 - > United-Kingdom;
 - > USA.
4. The processing operations made by the data recipients are the management and follow up of disputes.
5. The categories of data subjects concerned by the transfers are the parties to the disputes, the opponent attorneys and the legal counsels or experts.
6. The categories of data transferred are:
 - > data on identification;
 - > professional life;
 - > economic and financial data.
 - > offences;
 - > convictions;
 - > security measures.
7. The categories of data recipients are the legal departments of the subsidiaries and sister companies of Ardian.
8. Data are stored until exhaustion of remedies.

ARDIAN

APPENDIX 1 1: MANAGEMENT OF LEGAL SECRETARIAT

1. These Binding Corporate Rules apply to the processing related to the management of the legal secretariat by the legal department of Ardian.

2. The purpose of the transfer is the transmission for information purposes of the meeting reports of boards and other committees.

3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operation made by the data recipients is the consultation.

5. The categories of data subjects concerned by the transfers are the participants to boards and other committees.

6. The categories of data transferred are:

- > data on identification;
- > professional life.

7. The categories of data recipients are the departments concerned of the subsidiaries and sister companies of Ardian as well as the auditors.

8. Data are stored for the duration of Ardian.

ARDIAN

PPENDIX 12: CENTRALIZED MANAGEMENT OF CURRENT AFFAIRS FOR INVESTMENT TEAM ACTIVITY

1. These Binding Corporate Rules apply to the processing related to centralized management of current investment affairs.

2. The purposes of the transfer are:

- > the centralized management of investment opportunities handled by investment teams;
- > the entry of elements for the performance of funds-of-funds portfolio diversification.

3. Data are currently transferred from France, England, Germany, , Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > India;
- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > entry of data in the centralized database.

5. The categories of data subjects concerned by the transfers are the employees of Ardian, their current or potential customers as well as the investors.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > economic and financial data.

7. The categories of data recipients are the members of the teams working on the current affairs for investment activities.

8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 13: MANAGEMENT AND FOLLOW UP OF THE FILES ASSIGNED TO INVESTMENT TEAMS

1. These Binding Corporate Rules apply to the processing related to the management and follow up of the files assigned to the investment teams.

2. The purpose of the transfer is to follow up current affairs of investment activities.

3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation.

5. The categories of data subjects concerned by the transfers are the employees of Ardian, their current or potential customers as well as the investors.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > economic and financial data.

7. The categories of data recipients are the members of the teams working on the current affairs for investment activities.

8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 14: MANAGEMENT OF THE ACTIVITY OF THE FUND FINANCE TEAMS

1. These Binding Corporate Rules apply to the processing related to the management and follow up of the files assigned to the Fund Finance teams.

2. Data are transferred to the USA, Switzerland and Germany for the management of local funds. Data are transferred to all of the subsidiaries/sister companies for the management of all of the Fund Finance activities and in particular the following up of portfolio shareholdings and the preparation of valorization committees. Lastly, data are transferred to auditors and fund administrators established in Jersey and Luxembourg for the purposes of invoicing and preparing evaluation committees.

3. Data are currently transferred from France, England, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > the consultation;
- > the entry of data in the centralized database;
- > the performance of financial operations.

5. The categories of data subjects concerned by the transfers are the employees of Ardian, their current or potential customers, the investors as well as the contact persons of providers and portfolio companies.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > economic and financial data.

7. The categories of data recipients are the departments concerned of the subsidiaries and sister companies of Ardian and auditors.

ARDIAN

8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 15: MANAGEMENT OF PERSONAL TRANSACTIONS

1. These Binding Corporate Rules apply to the processing related to the management, follow up and control of the personal transactions of employees in accordance with the regulations governing the activity of Ardian.

2. The purposes of the transfer are to follow up and issue authorizations for the personal transactions of employees.

3. Data are currently transferred from France, United-Kingdom, Germany, Switzerland, Italy, Jersey, Luxembourg to the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operation made by the data recipients is the consultation.

5. The categories of data subjects concerned by the transfers are the employees of Ardian.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > economic and financial data.

7. The categories of data recipients are the services concerned of the subsidiaries and sister companies of Ardian.

8. The storage period of the data is 5 years from the declaration of the personal transactions.

ARDIAN

APPENDIX 16: FIGHT AGAINST MONEY LAUNDERING AND THE FINANCING OF TERRORISM

1. These Binding Corporate Rules apply to the processing related to the fight against money laundering and the financing of terrorism.

2. The purpose of the transfer is to fight against money laundering and the financing of terrorism in accordance with the statutory and regulatory provisions of Ardian and any international agreement signed in that respect.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > entry, if applicable.

5. The categories of data subjects concerned by the transfers are the current or potential customers or investors.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > personal life;
- > economic and financial data.

7. The categories of data recipients are the departments concerned of Ardian.

8. The data are stored as follows:

- > data related to operations made by customers which are registered for the fight against money laundering and the financing of terrorism are stored for five years from the year in which the operation is made, including in case the customer account is closed or the relations are ended;
- > data related to measures to freeze funds are stored for a period that cannot exceed the period during which those measures are applicable.

ARDIAN

9. In case of a request by a foreign authority concerning fight against money laundering and involving a transfer of personal data to that authority in application of the local law, internal procedures are implemented in order to protect the data and inform the European data protection authorities concerned.

ARDIAN

APPENDIX 17: MANAGEMENT OF RECRUITMENT OPERATIONS

1. These Binding Corporate Rules apply to the processing related to the management and follow up of recruitment operations within Ardian.
2. The purpose of the transfer is to follow up job applications.
3. Data are currently transferred between the following countries:
 - > Chile
 - > China
 - > France;
 - > Germany;
 - > Italy,
 - > Japan
 - > Jersey,
 - > Luxembourg
 - > Singapore;
 - > Spain;
 - > Switzerland;
 - > United-Kingdom;
 - > USA.
4. The processing operation made by the data recipients is the consultation of job applications.
5. The categories of data subjects concerned by the transfers are the job applicants.
6. The categories of data transferred are:
 - > data on identification;
 - > professional life;
 - > economic and financial data.
7. The categories of data recipients are the departments concerned of the subsidiaries and sister companies of Ardian.
8. The data are stored as follows:
 - > data related to recruitment procedures are in principle stored 2 years after the last contact with the job applicant;
 - > in case of claim/complaint about a negative answer made to a job applicant within that period, all of the documents justifying the refusal decision are kept for a period of 5 years after the sending of the negative answer to the job applicant.

ARDIAN

APPENDIX 18: MANAGEMENT OF PERSONNEL WORK ORGANIZATION

1. These Binding Corporate Rules apply to the processing related to the management of personnel work organization of Ardian.
2. The purpose of the transfer is to organize personnel work within Ardian.
3. Data are currently transferred between the following countries:
 - > Chile
 - > China
 - > France;
 - > Germany;
 - > Italy,
 - > Japan
 - > Jersey,
 - > Luxembourg
 - > Singapore;
 - > Spain;
 - > Switzerland;
 - > United-Kingdom;
 - > USA.
4. The processing operations made by the data recipients are the following:
 - > consultation;
 - > entry.
5. The categories of data subjects concerned by the transfers are the employees of Ardian.
6. The categories of data transferred are:
 - > data on identification;
 - > professional life.
7. The categories of data recipients are the departments concerned of the subsidiaries and sister companies of Ardian.
8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 19: ADMINISTRATIVE MANAGEMENT OF PERSONNEL

1. These Binding Corporate Rules apply to the processing related to the administrative management of Ardian's personnel, the following up of its training programs, and the management of its mobility and career.

2. The purpose of the transfer is to carry out the administrative management of Ardian's personnel, follow up its training programs and manage its mobility and career.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > entry.

5. The categories of data subjects concerned by the transfers are the employees of Ardian.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > economic and financial data.

7. The categories of data recipients are the departments concerned of the subsidiaries and sister companies of Ardian.

8. The data are stored as follows:

- > administrative following up staff records within the company are stored for the period of the contractual relationship;
- > data related to grounds of leaves of absences are for no longer than is necessary for the establishment of payslips;

ARDIAN

- > data related to particular constraints entitling to special leaves of absence or time-off rights for staff representation are not stored beyond the period of constraint of the employee concerned.

APPENDIX 20: MANAGEMENT AND FOLLOWING UP OF COMPLAINTS AND INCIDENTS

1. These Binding Corporate Rules apply to the processing related to the management of incidents and complaints from Ardian's customers.

2. The purpose of the transfer is to manage incidents and complaints from customers.

3. Data are currently transferred between the following countries:

- > Chile
- > China
- > France;
- > Germany;
- > Italy,
- > Japan
- > Jersey,
- > Luxembourg
- > Singapore;
- > Spain;
- > Switzerland;
- > United-Kingdom;
- > USA.

4. The processing operations made by the data recipients are the following:

- > consultation;
- > entry;
- > resolution of incidents.

5. The categories of data subjects concerned by the transfers are the employees of Ardian, its customers and investors.

6. The categories of data transferred are:

- > data on identification;
- > professional life;
- > economic and financial data.

7. The categories of data recipients are the departments concerned of the subsidiaries and sister companies of Ardian.

8. The storage period of the data is the period of the contractual relation increased by the term of the statute of limitations.

ARDIAN

APPENDIX 21: LIST OF ENDORSING ENTITIES

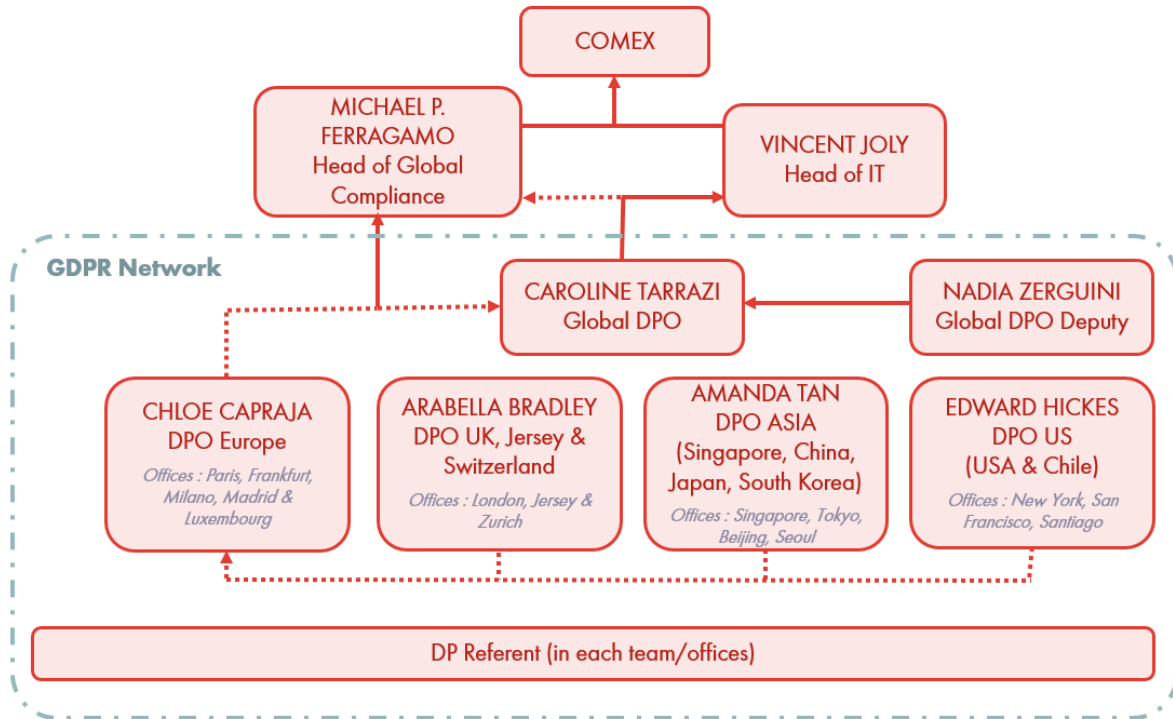
<p>ARDIAN FRANCE SA 20 PLACE VENDÔME, 75001 PARIS FRANCE</p>	<p>TEL: (+33) 1 44 45 92 00 FAX: (+33) 1 44 45 92 99</p>
<p>ARDIAN INVESTMENT UK LTD 1 GRAFTON STREET, LONDON, W1S 4FE UNITED KINGDON</p>	<p>TEL: (+44) 20 7003 1350 FAX: (+44) 20 7575 8309</p>
<p>ARDIAN GERMANY GMBH AN DER WELLE4, D-60322 FRANKFURT GERMANY</p>	<p>TEL: (+49) 69 50 50 41 500 FAX: (+49) 69 50 50 41 550</p>
<p>ARDIAN INVESTMENT SWITZERLAND AG BAHNHOFSTRASSE20 - 8001 ZÜRICH SWITZERLAND</p>	<p>TEL: (+41) 44 213 27 27 FAX: (+41) 44 213 27 28</p>
<p>ARDIAN ITALY S.R.L PIAZZA SAN FEDELE 2, 20121 MILAN ITALY</p>	<p>TEL: (+39) 02 584 42 401 FAX: (+39) 02 584 42 450</p>
<p>ARDIAN INVESTMENT SINGAPORE PTE LTD 1 TEMASEK AVENUE #20-02A MILLENIA TOWER, SINGAPOUR 039192</p>	<p>TEL: (+65) 65 13 34 10 FAX: (+65) 65 13 34 26</p>
<p>ARDIAN US LLC 1370 AVENUE OF THE AMERICAS, NEW YORK, NY 10019 UNITED STATES OF AMERICA</p>	<p>TEL: (+1) 212 641 8604 FAX: (+1) 212 641 8616</p>
<p>ARDIAN JERSEY LIMITED FOURTH FLOOR - NORTHERN SUITE CHANNEL HOUSE, GREEN STREET ST HELIER, JERSEY JE2 4UH</p>	<p>Tel: (+44) 1534 601200</p>
<p>ARDIAN LUXEMBOURG S.A R.L. 24, AVENUE EMILE REUTER L-2420 Luxembourg</p>	<p>Tel. : (+352) 27 44 48 - 1 Fax : (+352) 27 44 48 222</p>

ARDIAN

ARDIAN BEIJING CONSULTING COMPANY LIMITED UNIT 20-22, LEVEL 47, CHINA WORLD TOWER, NO. 1 JIAN GUO MEN WAI AVENUE, BEIJING 100004, PEOPLE'S REPUBLIC OF CHINA	TEL: (+86)10 6580 9000 FAX: (+86)10 8535 848
ARDIAN JAPAN CO. LTD. LEVEL 1, YUSEN BUILDING, 2-3-2 MARUNOUCHI, CHIYODA-KU, TOKYO 100-0005, JAPAN	TEL: (+81) 3 5533 8570
ARDIAN CHILE SPA AV. APOQUINDO 292, 18TH FLOOR SANTIAGO, LAS CONDES CHILE	TEL: (+569) 9 8718542
ARDIAN SPAIN S.L.U PASEO DE LA CASTELLANA 31 PLANTA 5ºB 28046 MADRID SPAIN	TEL: (+34) 913 108 400
ARDIAN US LLC SUITE 1400 14TH FLOOR, STEUART TOWER ONE MARKET PLAZA SAN FRANCISCO, CA 94105 UNITED STATES OF AMERICA	TEL: (+1) 415 510 8900

ARDIAN

APPENDIX 22: CONTACT



ARDIAN

APPENDIX 23: ENTITY WITH DELEGATED DATA PROTECTION RESPONSIBILITIES

1. ARDIAN France has been designated as the entity with delegated data protection responsibilities under these Binding Corporate Rules.

ARDIAN

APPENDIX 24: FORM FOR ENDORSEMENT OF THE BINDING CORPORATE RULES

This Endorsement is concluded between:

ARDIAN France, with a share capital of 269,447 euros, registered with the Trade and Companies Register of Paris under number 403 201 882, with registered offices located at 20, Place Vendôme 75001 Paris, represented by Ms Dominique GAILLARD, acting as Chairman & CEO of the Executive Board hereinafter referred to as “Ardian”.

Hereafter referred to as: “entity with delegated data protection responsibilities”

and

[Corporate name], [legal structure], with a share capital of [.] euros, registered with the Trade and Companies Register of [.] under number [...], with registered offices located at [.] , represented by [.] , acting as [.] , hereinafter referred to as: “[.]”

Hereafter referred to as: “endorsing entity”

Hereinafter collectively referred to as “parties”.

1. Purpose

1. The purpose of this Endorsement Form is to set forth the terms and conditions under which the endorsing entity endorses the Binding Corporate Rules relating to transborder flows between the endorsing entities established in Member States of the European Union and the endorsing entities established in countries outside the European Union.

2. The endorsing entity is therefore bound by the provisions of the Binding Corporate Rules attached hereto upon the signature of this Endorsement and agrees to take all useful precautions to comply and have its staff comply with the Binding Corporate Rules.

2. Term - Termination

1. This Endorsement shall take effect on the date of signature by both parties. It is entered into for an undetermined period.

2. Either party may terminate this Endorsement on 6 months’ prior written notice sent by registered letter return receipt requested.

3. Dispute Settlement

ARDIAN

1. IF NO AMICABLE SETTLEMENT IS FOUND TO ANY DISPUTE THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR INTERPRETATION OF THIS ENDORSEMENT, THE PARTIES AGREE THAT DISPUTE SHALL BE SUBMITTED TO THE COMPETENT COURT OF THE PLACE IN WHICH THE ENDORSING ENTITY IS ESTABLISHED.

4. Appendix

1. The Binding Corporate Rules are attached to this endorsement form. Each update of the BCR will be accessible by the endorsing entity.

5. Signature

Made in []

On []

For ARDIAN FRANCE

Name _____

Title _____

Date _____

Signature _____

For ARDIAN INVESTMENT UK LTD

Name _____

Title _____

Date _____

Signature _____

Pour ARDIAN GERMANY GMBH

Nom

Titre

Date

Signature

Pour ARDIAN INVESTMENT SWITZERLAND AG

Nom

Titre

Date

Signature

ARDIAN

Pour ARDIAN ITALY S.R.L

Nom

Titre

Date

Signature

Pour ARDIAN INVESTMENT SINGAPORE PTE LTD

Nom

Titre

Date

Signature

Pour ARDIAN US LLC

Nom

Titre

Date

Signature

Pour ARDIAN JERSEY LIMITED

Nom

Titre

Date

Signature

Pour ARDIAN LUXEMBOURG S.A R.L.

Nom

Titre

Date

Signature

Pour ARDIAN BEIJING CONSULTING COMPANY LIMITED

Nom

Titre

Date

Signature

ARDIAN

Pour ARDIAN SPAIN S.L.U

Nom

Titre

Date

Signature

Pour ARDIAN CHILE SPA

Nom

Titre

Date

Signature

Pour ARDIAN Japan Co Ltd

Nom

Titre

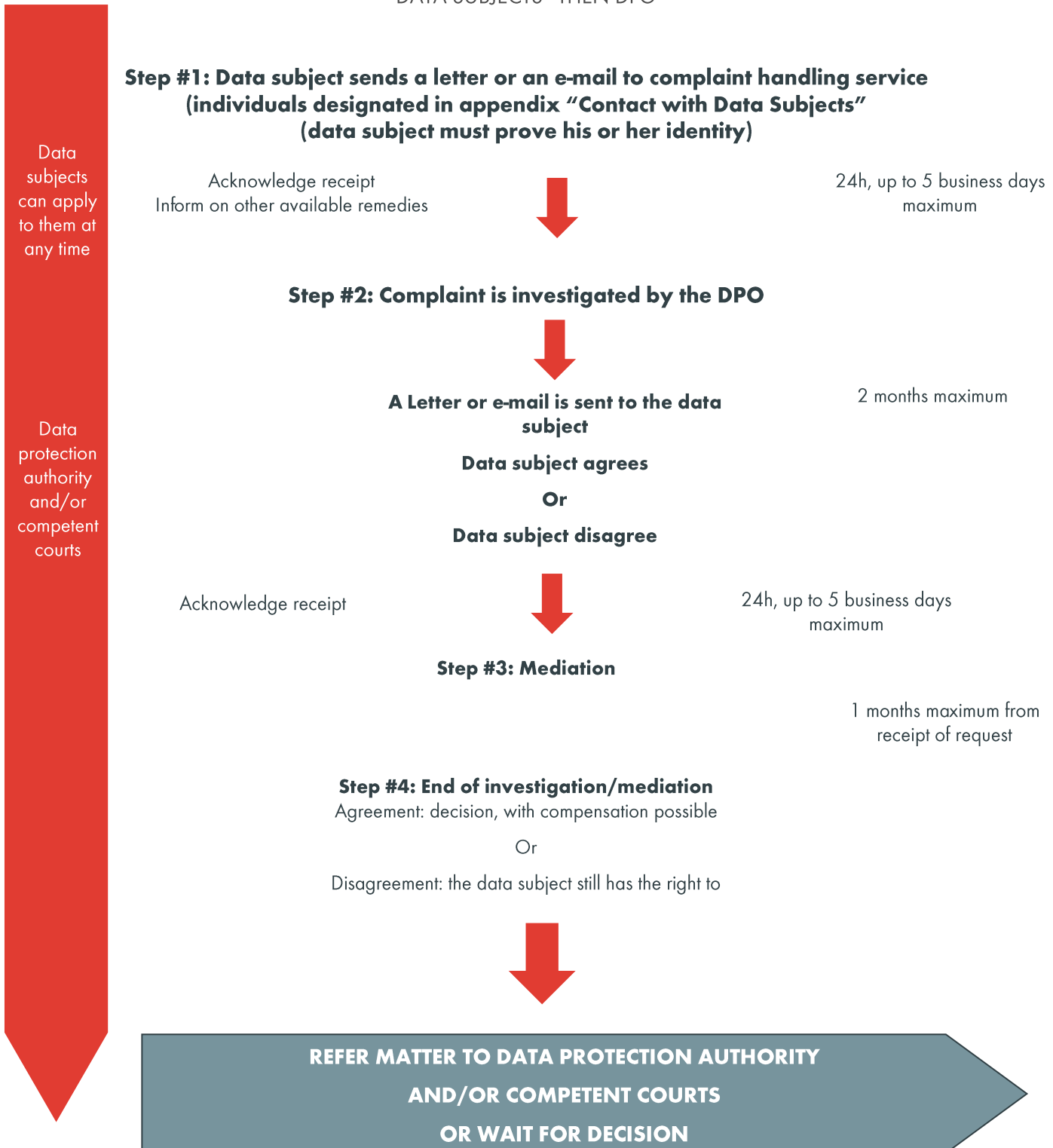
Date

Signature

ARDIAN

APPENDIX 26: COMPLAINT PROCEDURE FLOWCHART

DATA SUBJECTS → COMPLAINT ← COMPLAINT HANDLING DEPARTMENT "Contact WITH DATA SUBJECTS" THEN DPO



ARDIAN

APPENDIX 27: RETENTION SCHEDULE

Please refer to the retention schedule available on Crossroad.

ARDIAN

APPENDIX 28: DATA TRANSFER AGREEMENT

Please refer to the templates of data transfer agreement available on Crossroad.