

Disclaimer

EIGHTEEN EAST CAPITAL LTD PROVIDES THE WWW.18EASTCAPITAL.COM WEBSITE AS A SERVICE TO THE PUBLIC AND WEBSITE OWNERS.

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Terms of Use

Agreement to Terms

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Eighteen East Capital Ltd (“we,” “us” or “our”), concerning your access to and use of the 18eastcapital.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the Site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to register for the Site.

Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”)

are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

User Representations

By using the Site, you represent and warrant that:

1. you have the legal capacity and you agree to comply with these Terms of Use;
2. you are not under the age of 18;
3. you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
4. you will not use the Site for any illegal or unauthorized purpose;
5. your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Prohibited Activities

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
3. use a buying agent or purchasing agent to make purchases on the Site.
4. use the Site to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the Site.
7. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. attempt to impersonate another user or person or use the username of another user.
12. sell or otherwise transfer your profile.
13. use any information obtained from the Site in order to harass, abuse, or harm another person.
14. use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
15. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. delete the copyright or other proprietary rights notice from any Content.

19. copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
21. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
22. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
23. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. use the Site in a manner inconsistent with any applicable laws or regulations.

User Generated Contributions

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.

3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there

shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Third-Party Websites and Content

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

Advertisers

We may choose to allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall

take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements.

Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

Site Management

We reserve the right, but not the obligation, to:

1. monitor the Site for violations of these Terms of Use;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
5. otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

Privacy Policy

We care about data privacy and security. Please review our Privacy Policy contained below in this document. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.

Copyright Infringements

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the

contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Term and Termination

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss,

damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

Governing Law

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the United Kingdom.

Dispute Resolution

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in the courts located in the United Kingdom, and the Parties hereby consent to, and waive all defences of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any claim, action, or proceeding brought by either Party related in any way to the Site be commenced more than 1 year after the cause of action arose.

Corrections

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Site, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE 1 MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

User Data

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

Electronic Communications, Transactions, and Signatures

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices,

disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Miscellaneous

These Terms of Use and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Eighteen East Capital Ltd
86-90 Paul Street, London, EC2A 4NE, United Kingdom
info@18eastcapital.com

Privacy Policy

Data protection privacy notice

We are committed to protecting your personal information and ensuring we respect your privacy. This Privacy Notice explains how we will look after and use any personal information that we collect about you.

What is personal information?

Personal information means any information about you from which you can be identified. Examples of personal information include your name, home address, national insurance number, date of birth, telephone number and e-mail address but it also includes other pieces of information which can be used to identify you, either directly or indirectly, such as a cookie.

Who we are

Eighteen East Capital Ltd is the Controller of the personal information you provide to us. If you have any questions about this Privacy Notice or the information we hold about you, please contact us using the details set out below:

Full name of legal entity: Eighteen East Capital Ltd

Email address: info@18eastcapital.com

Postal address: 86-90 Paul Street, London, EC2A 4NE, United Kingdom

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues. We would however appreciate the chance to deal with your concerns before you approach the ICO, so please contact us in the first instance.

What types of information do we use?

We collect information in the course of providing our advisory services to you. The information which we collect, use, store and transfer about you are employment details (job title, company name, address etc.) and contractual/contact information (i.e. our 'history' together – services provided or discussed).

We do not collect any special categories of personal data. This includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic or biometric data.

Consequences of not providing some types of information

Where we need to collect your personal information by law, or under the terms of a contract we have with you, and you fail to provide that information when requested, we may not be able to provide the goods or services you asked for. In this case we may have to cancel our services to you, but we will tell you if this is the case.

How do we collect information about you?

Typically, we will collect information from you when you contact us directly or provide information in order for us to provide our services. We collect information from and about you in the following ways, primarily through direct interactions when you:

- Give us your personal information by filling in forms or during correspondence with us, including when you enter into a contractual obligation with us; or
- Provide details when we meet in person.

How we will use your personal information

We only obtain, use and keep personal information where we need it for a specific purpose. We are only able to use your personal information if we have a proper legal reason or basis for doing so. This is called a legal basis and the regulations require that we have a legal basis so that your privacy is protected.

Most commonly we will use your information in the following ways:

- We have a **contract** with you for providing consulting or advisory services.
- We have a **legal obligation**. We need to use your personal information to comply with laws that assist in the prevention of crime and to comply with regulatory obligations. For example, this might include confirming your identity and source of wealth, as well as ensuring we provide you with necessary information so you understand the risk of the advisory services we can provide.
- We, or a third party, have a **legitimate interest** in processing the information and your interests and fundamental rights do not override those interests. For example, processing your information to source deals or manage an advisory project.

We process the personal data of a wide variety of business contacts for the purposes of conducting key parts of our business, such as providing consulting and transaction advisory services. The lawful basis for processing such information is that this is necessary for our legitimate interests – to conduct our business.

We will only use your personal information for the reason for which we collected it. We will only use it for another reason if we believe that new reason is compatible with the original purpose. If we do need to use your personal information for a non-related purpose we will tell you about it and explain the legal basis which allows us to do so.

Who we share your information with

We may need to provide information to third parties for a variety of reasons, for example, we may need to provide information to assist in the detection or prevention of crime or for the purpose of safeguarding national security.

Sending your information outside of the EEA

The regulations which have been put in place to protect your privacy apply throughout the EEA. All the personal information that we hold about you will be processed in the EEA, or in the US, which is deemed to maintain sufficient data protection standards.

Storing your information

In certain situations, such as where we have a contract with you in the context of a consulting or advisory mandate, we will need to keep your personal information (updated to ensure accuracy) to fulfil our contract. We also need to comply with EU and UK law, which often requires us to keep certain records - which will include certain personal information – for several years.

Our policy is to keep records on prospective clients, investors, management teams and other business contacts indefinitely as we may wish to contact long standing contacts about a particularly relevant opportunity in the future, and in the context of our business there is no way to predict when such an opportunity might arise. We will ensure all records are safely destroyed if we no longer need to retain them. We review our retention periods for personal information on a regular basis. We will tell you if we change the retention period.

Automating decision making

We do not use automated decision making.

Your rights

You are provided with a number of different rights under the data protection laws in relation to your personal information. These allow you to:

- Access your information;
- Request we correct your information;
- Request that we erase your information;
- Object to the processing of your information;
- Request a restriction in the processing of your information;
- Request a transfer of your information;
- Complain to the Information Commissioner's Office; and
- Withdraw your consent.

If you wish to exercise any of these rights please let us know by e-mail on info@18eastcapital.com. Please note that you will not have to pay a fee to access your personal information or to exercise any of the other rights. We may, however, charge a reasonable fee if your request is clearly unfounded, repetitive or excessive or we may refuse to deal with your request. We may also need to seek further information from you to confirm your identity before we release any personal information. This does not affect your right to make a complaint.