

**SKY HARBOR GLOBAL FUNDS (the “Company”)**

**PRIVACY NOTICE ADDENDUM TO THE INSTITUTIONAL INVESTOR ACCOUNT OPENING FORM**

1. The subscriber acknowledges, understands and, to the extent necessary, consents to the fact that the personal data or information given in this account opening form or otherwise collected, provided to or obtained by the Company, acting as data controller (the “**Data Controller**”), in connection with an application to subscribe for, or for the holding of, a Share, or at any other time, as well as details of the subscriber’s shareholding (the “**Personal Data**”), will be stored in digital form or otherwise and collected, used, stored, retained, transferred and/or otherwise processed for the purposes described below (the “**Processing**”), in compliance with the provisions of the Luxembourg Data Protection Law dated 2 August 2002 as amended from time to time (the “**Law of 2002**”) and, as of May 25, 2018, the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “**General Data Protection Regulation**”, together with the Law of 2002 and any other applicable national laws and regulations, the “**Data Protection Law**”). The Data Controller will collect, use, store, retain, transfer and/or otherwise process the Personal Data: (i) on the basis of the subscriber’s consent; (ii) where necessary to perform any services resulting from this account opening form, including the holding of a Share in general; (iii) where necessary to comply with a legal or regulatory obligation of the Data Controller; (iv) where necessary for the purposes of the legitimate interests pursued by the Data Controller, the Administrator, the Depositary, the Principal Distributor, or other service providers to the Company (including without limitation its auditors and information technology providers), any lender to the Data Controller or related entities (including without limitation their respective general partner or management company/investment manager and service providers) in or through which the Data Controller intend to invest, and any of the foregoing respective agents, delegates, affiliates, subcontractors and/or their successors and assigns generally (together the “**Data Processors**” and each a “**Data Processor**”), which mainly consist in the provision of the services in connection with the account opening form to the subscriber or compliance with foreign laws and regulations and/or any order of a foreign court, government, regulatory or tax authority, including when providing such services in connection with the account opening form to the subscriber, and to any beneficial owner(s) and any person holding a direct or indirect interest in the subscriber and/or any beneficial owner who has not directly entered into the account opening form (“**Relevant Persons**”), except where such legitimate interests are overridden by the interest or fundamental rights and freedoms of the subscriber or any Relevant Person(s). Should the subscriber refuse to communicate its Personal Data or the collection, use, storage, retention, transfer and/or any

other processing of its Personal Data as described herein, the Administrator may refuse the subscription of Share(s).

2. The subscriber acknowledges and understands that the Processing includes, without limitation, the collection, use, storage, retention, transfer and/or any other processing of Personal Data for any of the following purposes:
  - (a) to process, manage and administer the subscriber's Share(s) and any related accounts on an on-going basis;
  - (b) for any specific purpose(s) to which the subscriber has consented in addition to its consent in this account opening form in compliance with the Data Protection Law;
  - (c) to comply with legal or regulatory requirements applicable to the Data Controller, a Data Processor and/or the subscriber;
  - (d) where necessary for the purposes of tax reporting to one or more relevant authorities; and
  - (e) to fulfil the terms and conditions of and any services required by the subscriber in relation to this account opening form and the holding of a Share and to execute all tasks that are carried out under this account opening form and in relation to the subscriber's Share(s).
  
3. The Personal Data that will be collected, used, retained, stored, transferred and/or otherwise processed includes without limitation: (i) the name, address, email address, telephone numbers, business contact information, current employment, career history, current investments, historic investments, investment preferences, credit history of the subscriber and of related individuals of the subscriber (including without limitation the Subscriber's directors, officers, individual representatives, legal representatives, trustees, settlors, signatories, shareholders, unitholders, investors, nominees, employees and/or any Relevant Person(s)); (ii) any other data required by the Data Controller to perform services in connection with or resulting from this account opening form, the subscriber's Share(s), and/or any contract with any Data Processor; and (iii) any data required by the Data Controller to comply with any legal and/or regulatory obligations. The Personal Data is/will be directly collected from the subscriber or, as the case may be, through public sources, social media, subscription services, other third-party data sources or, through the subscriber's authorised intermediaries, directors, officers, individual representatives (including, without limitation, legal representatives), trustees, settlors, signatories, shareholders, unitholders, investors, nominees or employees.

4. The subscriber confirms:
- (a) having duly and completely informed all natural persons (including, without limitation, the subscriber's directors, officers, individual representatives, legal representatives, trustees, settlors, signatories, shareholders, unitholders, investors, nominees, employees, any Relevant Person(s) and representatives of legal persons) and other data subjects whose Personal Data will be processed in the context of the subscriber's Share(s) about the collection, use, storage and/or transfer and/or any other processing of their Personal Data and their rights as described in this notice in accordance with the information requirements under the Data Protection Law;
  - (b) where necessary and appropriate, having obtained any consent that may be required for the Processing of their Personal Data in accordance with the requirements of the Data Protection Law; and
  - (c) that the Data Controller shall be entitled to assume that those persons have, where necessary, given any such consent and have been informed of all information relating to the collection, use, storage and/or transfer and/or processing of their Personal Data and of their rights as described in this notice.
5. The subscriber acknowledges, understands and, to the extent necessary, consents that for purposes of and in connection with the Processing:
- (a) the Data Processors may collect, use, retain, store transfer and/or otherwise process Personal Data on behalf of the Data Controller in accordance with Data Protection Law; and
  - (b) Personal Data may also be shared, transferred and disclosed, out of the context of any delegation, to any Data Processors and to third-parties, acting as Data Controllers, including the subscriber's professional and financial advisers, any Data Processor's auditors, technology providers, board of managers or directors, delegates, duly appointed agents and related, associated or affiliated companies, in each case which may be located in a jurisdiction that does not have equivalent data protection laws to those of the European Economic Area (the "EEA"), including the Data Protection Law and the Luxembourg law of 5 April 1993 on the financial sector (as amended) which provides for a professional secrecy obligation, or that are not subject to an adequacy decision of the European Commission, for their own purposes, including without limitation developing and processing the business relationship with Shareholder and/or any Relevant Person(s).
6. The subscriber acknowledges, understands and, to the extent necessary, consents to the collection, use, processing, storage and retention of Personal Data by the Administrator, acting

as a data processor, for the provision of the services to be provided under the administration agreement relating to the Company (the “**Administration Agreement**”) and for other related purposes for which it acts as a data controller and the subscriber also acknowledges and consents (1) to the transfer of such Personal Data to other companies or entities within the Administrator’s group, including its offices outside Luxembourg and the EEA; and (2) to the transfer of such Personal Data to third-party companies or entities including their offices outside the EEA where the transfer is necessary for the maintenance of records, administrations or provision of services under the Administration Agreement in relation to any investment product or services of any group of companies. The maintenance of records, administrations and provision of the services contemplated under the Administration Agreement will leverage operational and technological capabilities located outside Luxembourg and the EEA. Personal Data including the identity of the subscriber and the values of its holding in the Sub-Fund will therefore be accessible to other companies or entities within the Administrator's and promoter’s group. The subscriber therefore understands that Personal Data may be transferred by the Administrator to a country which does not maintain a legal and regulatory framework to protect confidentiality of personal data (including, without limitation, Personal Data) equivalent to that of Luxembourg and the EEA.

7. The subscriber acknowledges and, to the extent necessary, consents to the fact that the Depository may collect, use, store and retain and/or otherwise process the subscriber’s Personal Data, acting as a data processor, for the purpose of carrying out its obligations under the depositary agreement and for other related purposes, for which it acts as a data controller, including auditing, monitoring and analysis of its business, fraud and crime prevention, fighting against money laundering and terrorism financing, legal and regulatory compliance, and the marketing by the Depository of other services. The Depository may disclose Personal Data to a sub-custodian or other custodial delegate, a securities depository, a securities exchange or other market, an issuer, a broker, third-party agent or subcontractor, a professional advisor or public accountant, a revenue authority or any governmental entity in relation to and as required for the purpose of processing of any tax relief claim (the Authorised Recipients) for the purpose of enabling the Depository to perform its duties under the depositary agreement (the Permitted Purpose) with the full support of the relevant Authorised Recipients who need to obtain such Personal Data to provide relevant support, and to use communications and computing systems operated by the Authorised Recipients, for the Permitted Purpose, including where such Authorised Recipients are present in a jurisdiction outside Luxembourg or in a jurisdiction outside the EEA, which does not maintain a legal and regulatory framework to protect confidentiality of personal data (including, without limitation, Personal Data) equivalent to that of Luxembourg.
8. The subscriber acknowledges and, to the extent necessary, consents to the collection, use, storage, retention and/or other processing of the subscriber’s Personal Data by the concerned

Data Processors, for the provision of services under the relevant distribution or sub-distribution agreements including the promotion and marketing of Share(s), the transfer of information requested by any Data Processors to comply with any law, regulation or recommendation from supervisory or tax authorities applicable to it or them (including without limitation anti-money laundering rules and regulations), process complaints and assist in relation to facilitating the subscription process and preparation and contents of the subscriber's due diligence questionnaires. In particular, the subscriber consents (i) to the transfer of such Personal Data to any Data Processor, which may include offices in a jurisdiction which does not ensure an adequate protection of personal data and/or in other countries which may or not maintain a legal and regulatory framework to protect confidentiality of Personal Data equivalent to that of Luxembourg and the EEA and (ii) acknowledge and consent to the fact that the transfer of such Personal Data is necessary for the purposes described hereinabove and more generally, the subscriber's admittance as a Shareholder of the Company. For the purpose of the above intended transfers of Personal Data, the recipients located in the United States of America which have adhered to the EU-U.S. Privacy Shield framework, established binding corporate rules, or subscribed to Standard Contractual Clauses ensure an adequate level of protection.

9. The subscriber acknowledges and, to the extent necessary, consents to the fact that Personal Data he/she/it is supplying or that is collected will enable the Company as well as, where relevant, any of the Data Processors, to process, manage and administer the subscriber's Share(s) and any related account(s) on an on-going basis, and to provide appropriate services to the subscriber as investor in the Company. Any of the Data Processors may collect, use, store, retain or otherwise process the subscriber's Personal Data for the purposes described in this account opening form, the Prospectus, the Administration Agreement, the Depositary Agreement, the Investment Management Agreement, the Principal Distribution Agreement, or as notified to the subscriber and for the purpose of facilitating subscriptions, payment of distributions, if any, redemptions and exchanges as a result of the subscriber's contractual relationship with the Company, as well as for the purposes of the subscriber's (and any Relevant Person(s)) anti-money laundering identification and tax identification in this context, and in order to comply with their applicable legal obligations including without limitation prevention of terrorism financing, prevention and detection of crime, tax reporting obligations, FATCA Agreement (the Foreign Account Tax Compliance Act and United States Treasury Regulations promulgated thereunder) and CRS (the common reporting system pursuant to the Organization for Economic Co-operation and Development Standard for the Automatic Exchange of Financial Account Information in Tax Matters) (if any).
10. By ticking the box below, the subscriber expressly consents to Personal Data being used (A) for direct marketing purposes relating to (i) products and/or services provided by **SKY Harbor Capital Management, LLC** and/or their affiliates and (ii) any other products managed and/or advised by any of them and (B) as set out at *clause 5(b)* above, for developing and processing

the business relationship with the Shareholders and/or any Relevant Person(s), by any Data Processors and to third-parties, acting as data controllers, out of the context of any delegation.

**Yes, I/we consent**

11. Without prejudice to *clause 14*, the subscriber acknowledges that, where the subscriber consented above in this notice (including, without limitation, pursuant to *clause 10*.), the subscriber has the right to object at any time to processing of the subscriber's Personal Data (including, without limitation, for direct marketing purposes, which includes profiling to the extent that it is relating to such marketing). The subscriber can exercise his/her/its right to object to the processing of his/her/its Personal Data for marketing purposes upon request addressed to the Data Controller at: 6 Route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg.
12. The subscriber acknowledges, understands, and to the extent necessary, consents, that the Data Controller as well as, where relevant, the Data Processors, may be required by applicable laws and regulations to transfer, disclose and/or provide Personal Data, in full compliance with applicable laws and regulations, and in particular Article 48 of the General Data Protection Regulation, to supervisory, tax, or other authorities in various jurisdictions, in particular those jurisdictions where (i) the Company is or is seeking to be registered for public or limited offering of the subscriber's Share(s), (ii) investors are resident, domiciled or citizens or (iii) the Company is, or is seeking to, be registered, licensed or otherwise authorised to invest.
13. By investing, the subscriber acknowledges, understands, and to the extent necessary, consents, that the transfer of his/her/its data, including Personal Data, may be transferred to a country that does not have equivalent data protection laws to those of the EEA, as described above, or that are not subject to an adequacy decision of the European Commission, including the Data Protection Law and the Luxembourg law of 5 April 1993 on the financial sector (as amended) which provides for a professional secrecy obligation. The Data Controller will transfer the subscriber's Personal Data (i) on the basis of any adequacy decision of the European Commission with respect to the protection of personal data and/or the EU-U.S. Privacy Shield framework or, (ii) on the basis of appropriate safeguards listed by and subject to the provisions of Article 46 of the General Data Protection Regulation (when applicable), such as standard contractual clauses, binding corporate rules, an approved code of conduct, or an approved certification mechanism (iii) on the basis of the subscriber's consent or, (iv) where necessary for the performance of the services resulting from this account opening form or, (v) where necessary for the performance of services by the Data Processors provided in connection with the account opening form or, (vi) where necessary for important reasons of public interest or, (vii) where necessary for the establishment, exercise or defence of legal claims or, (viii) where the transfer is made from a register which is legally intended to provide information to the public and which is open to consultation, in accordance with applicable laws and regulations,

provided that the transfer does not involve the entirety of the personal data or entire categories of the personal data contained in the Register or, (ix) subject to the provisions of Article 49.1 of the General Data Protection Regulation (when applicable), where the transfer is necessary for the purposes of compelling legitimate interests pursued by the Data Controller which are not overridden by the interests or rights and freedoms of the relevant data subjects.

14. Any change to, or withdrawal of, the subscriber's above consent can be communicated in writing to the Data Controller at any time at: 6 Route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg, and will not prejudice the lawfulness of the data processing carried out before the withdrawal of such consent.
15. The subscriber has the right to request a copy of Personal Data held in relation to the subscriber, and to request that they be amended, updated, completed or deleted as appropriate, if incorrect, and to request a limitation to a processing of the subscriber's Personal Data and the portability of any Personal Data processed by the Data Controller in the manner and subject to the limitations prescribed in Data Protection Law. The subscriber can exercise his/her/its rights upon request addressed to the Data Controller at: 6 Route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg.
16. The subscriber understands that he/she/it are entitled to address any claim relating to the processing of the subscriber's Personal Data to a data protection supervisory authority; in Luxembourg, the *Commission nationale pour la protection des données*.
17. The Personal Data is held until the subscriber ceases to be an investor in the Company and a period of 10 years thereafter where necessary to comply with applicable laws and regulation or to establish, exercise or defend actual or potential legal claims, subject to the applicable statutes of limitation, unless a longer period is required by applicable laws and regulations.
18. The subscriber expressly recognises that the Data Controller and the Data Processors processing the subscriber's Personal Data on its behalf will accept no liability with respect to unauthorised third-party receiving knowledge of or having access to the subscriber's Personal Data, except in the case of proven negligence or serious misconduct by the Data Controller and/or any Data Processor that processes the subscriber's Personal Data on its behalf or by any of their respective employees, officers, affiliates, agents and sub-contractors. In any event, the liability of the Data Controller with respect to the processing of Personal Data remains strictly limited to what is imposed by the Data Protection Law.

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