

Cybersecurity Legal Terms for Investment Transactions

Reinhart Institutional Investor Services (RIIS)* clients increasingly demand representations from investment managers regarding cybersecurity matters. Below is one example of a negotiated cybersecurity provision, agreed to by both our client and the investment manager.

#. Cybersecurity. The Investor represents to the General Partner and the Partnership that it is a governmental pension plan subject to laws, regulations and policies and applicable case law. Based solely on the foregoing representation, the General Partner agrees to this Paragraph #.

(a) The General Partner confirms that it maintains cybersecurity policies and procedures reasonably designed to protect and maintain the security and confidentiality of its client portal and other communications facilities to preserve the privacy and the security of the Investor, its assets and any information regarding the Investor delivered to or held by the General Partner.

(b) The General Partner represents and warrants to the Investor that, other than as disclosed in writing to the Investor on or prior to the date hereof, to its knowledge, there has been no Confidential Information Breach.

(c) The General Partner shall promptly notify the Investor, to the extent permitted by law, rule, regulation and/or judicial process (as applicable) and so long as such notice would not violate any applicable duties or other obligations of confidentiality to which the General Partner or any of its affiliates is subject and would not jeopardize any applicable privilege to which the General Partner or any of its affiliates is entitled, as soon as reasonably practical (taking into account the General Partner's obligations with respect to any investigations, processes, sweeps or similar activities) after it becomes aware of or reasonably suspects any Confidential Information being subject to a Confidential Information Breach.

For purposes of this Paragraph #, (i) "Confidential Information" shall mean "Confidential Information" as defined in the Partnership Agreement, as well as any personal identifiable information (including names, numbers or other information that can be used to identify a specific individual) in the possession of the Partnership, the General Partner or the Management Entity, and (ii) "Confidential Information Breach" shall mean any instance where an unauthorized person or entity accesses or acquires Confidential Information concerning the Investor, which information, if made public or misused would be reasonably expected to have a material adverse effect on the Investor or the Partnership.

** Reinhart Institutional Investor Services (RIIS) is a specialized practice group at the law firm Reinhart Boerner Van Deuren s.c.*