



## **GASLOG PARTNERS LP.**

### **CONFLICTS COMMITTEE CHARTER**

**(Adopted as of 22 April 2014; Amended as of 15 November 2018)**

The purpose of this Charter is to set forth the composition, duties and responsibilities of the Conflicts Committee (the "Committee") of the Board of Directors (the "Board") of GasLog Partners LP Ltd. (the "Partnership").

#### **I. Committee Purpose**

The Committee is appointed by the Board to carry out the duties set forth in the Partnership's Agreement of the Limited Partnership (the "Partnership Agreement"), and the Omnibus Agreement (the "Omnibus Agreement") among GasLog Ltd. ("GasLog"), the Partnership and GasLog Partners GP LLC (the "General Partners"), in each case as amended from time to time. Additionally, the Committee will be responsible for investigating, reviewing and acting on matters referred or disclosed to it where a conflict of interest exists or arises.

The Committee has the authority to retain, at the Partnership's expense, special legal, accounting or other consultants or experts it deems necessary in the performance of its duties. The Partnership shall provide for appropriate funding, as determined by the Committee, for payment of the expenses of the Committee that are necessary or appropriate in carrying out its duties.

While the Committee members have the powers and responsibilities set forth in this Charter, the role of the Committee is oversight. Nothing contained in this Charter is intended to create, or should be construed as creating, any liability of the Committee members, except to the extent otherwise provided under applicable law or the Partnership Agreement.

#### **II. Committee Composition**

The Committee shall be comprised of entirely of two or more directors, as determined by the Board, each of whom a) is not (i) an officer or employee of the General Partner, (ii) an officer, director or employee of any affiliate of the General Partner (other than the Partnership or its subsidiaries) or (iii) a holder of any ownership interest in the General Partner, its affiliates or the Partnership and its subsidiaries (other than (A) Partnership common units or (B) awards granted pursuant to any long-term incentive plan, equity compensation plan or similar plan of the Partnership or its subsidiaries), and (b) meets the independence standards established by the U.S. Securities and Exchange Commission and the New York Stock Exchange to serve on an audit committee of a board of directors. The members shall be appointed by the Board annually. The chair shall be selected by members of the Committee.

#### **III. Meeting Schedule**

The Committee shall meet as often as it may deem necessary or appropriate in its judgment. A meeting may be called by any member of the Committee. Notice of each meeting, confirming the venue, time and date together with an agenda of items to be discussed, will be forwarded to each member of the Committee not less than five business days before the date of the meeting (unless such deadline is waived by the Committee or the chair) and each member of the Committee shall have the right to revise or make additions to such agenda prior to the meeting. A majority of the members of the Committee shall constitute a quorum. In the absence of the chair, the members of the Committee may designate a chair for the meeting by vote of a majority of the members present.

## **IV. Committee Responsibilities and Duties**

### **A. Conflicts**

1. The Committee shall be responsible for the monitoring and ensuring that the deliberations and decisions of the General Partner, in its capacity as general partner of the Partnership, are made in compliance with the Partnership Agreement and the Omnibus Agreement.
2. The Committee shall be responsible for reviewing the allocation of costs between GasLog and the Partnership, including under the Administrative Services Agreement between GasLog and the Partnership (the "Administrative Services Agreement").
3. The Committee shall be responsible for reviewing the terms of any vessel acquisitions or material transactions with GasLog or its affiliates.
4. The Committee will at least annually review the performance of GasLog and its subsidiaries under the agreements between the Partnership and its subsidiaries and GasLog and its subsidiaries, including the Administrative Services Agreement, the Commercial Management Agreement and the Ship Management Agreements (collectively, the "Service Agreements") to ensure the strategic goals and objectives of the Partnership are being met, that GasLog and its subsidiaries have sufficient resources to meet the present and future requirements of the Partnership and its subsidiaries under the Service Agreement, and that GasLog and its subsidiaries have in place appropriate successions plans to ensure the continued level of service required by the Partnership and its subsidiaries.
5. The Committee shall be responsible for investigating, reviewing and acting on matters identified by any member of the Committee or referred or disclosed to it which involves a conflict of interest between the General partner or any of its affiliates, or any member of the Board, on the one hand, and the Partnership or any of its subsidiaries, on the other hand. The Committee shall be responsible for reviewing related party transactions in accordance with the Partnership's Related Party Transaction Policy.
6. In connection with the Committee's resolution of any conflict of interest, the Committee is authorized to consider: (a) the relative interests of any party to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interest; (b) any customary or accepted industry practices and any customary or historical dealings with a particular person or entity; (c) any applicable generally accepted accounting practices or principles; and (d) such additional factors as the Committee determines in its sole discretion to be relevant. Reasonable or appropriate under the circumstances.

### **B. Other**

The Committee shall:

1. Perform a self-assessment and provide the same to the Board on a biennial basis.
2. Maintain minutes of meetings and regularly report to the Board regarding the execution of its duties and responsibilities. The minutes of all meetings shall be available to the Board.
3. Annually review and revise this Charter as necessary with approval of the Board to ensure that the composition of the Committee and the responsibilities and powers of the Committee comply with applicable laws and stock exchange rules.
4. Perform any other activities consistent with this Charter, the Partnership's Code of Business Conduct and Ethics, the Partnership's Certificate of Limited Partnership and the Partnership Agreement and governing laws, as the Committee or the Board deems necessary or appropriate.