

TOWER Notices

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***Notices apply to all participants. Greater detail on practices is provided across each section for appropriate stakeholders.**

For clarification, please communicate to contact@towercapital.org and a response will be shared within 7 business days.

All stakeholders are requested to review these notices as part of their onboarding or information gathering process.

General Notices

- Data Privacy Notice
- Partner Guidance
- Headquarter Guidance
- Vendor or Affiliate Notice
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- Sustainability Commitment
- Sponsors & Partners

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- Terms and Conditions
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GENERAL NOTICES:

Data Privacy Notice

TOWER Capital Group and our affiliates (“TOWER,” “we,” or “us”) are committed to the lawful, fair, and transparent collection and use of personal data. This notice is intended to help you understand how we collect and use your personal data, as well as how we share, store, and protect that data. If at any time you have questions about this notice, please let us know by contacting us at contact@towercapital.org

We may update this notice and any supplemental privacy notices to reflect changes in our practices and applicable law. We will post a notice of any material updates on our sites.

When This Notice Applies:

Our Sites

This notice applies to personal data we collect, including through this website, other websites, mobile applications, online portals, electronic forms, surveys, interactive exhibits, and any other channel or mobile feature that we operate (collectively, “our sites”).

Supplemental Privacy Notices

This notice may be supplemented by a supplemental privacy notice applicable to a particular interaction with us, which may be either embedded in this notice or made available to you separately. We will tell you when a supplemental privacy notice applies.

Links to Third-Party Sites

This notice does not apply to any third-party sites that may link to, or be accessible from, our sites. We are not responsible for any of the content, features, functionality, or privacy practices of other linked sites or services. The data collection and use practices of any linked third-party site will be governed by that third party’s applicable privacy notice, statement, or Notice, and its terms of use. We encourage you to read them.

What Data We Collect About You:

Data You Provide About Yourself

We collect your personal data when you voluntarily provide it to us. For example, you may give us: your email address, country of residence, and areas of interest if you choose to receive newsletters, updates, or other information from us; your contact information, and any other personal data you choose to include, if you email, text, or instant message us, or contact us through our sites; and any personal data contained in, or included with, any proposal documents, feedback, comments, photos, videos, or other information you submit via online portals, forms, surveys, or interactive portions of our sites.

It is always your choice whether to provide this personal data. However, some personal data must be provided to participate in certain programs, activities, or events (such as to sign up for a newsletter, apply for a job, or register to participate in one of our events), so the decision not to provide information might limit or eliminate such functions of our sites or your ability to participate in such programs, activities, or events. Please do not disclose more personal data than is requested.

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Personal Data You Provide About Others

Do not provide personal data about others unless you are authorized or required to do so by contract or applicable law. You may provide personal data on behalf of another person if you have provided them with a copy of this notice and any applicable supplemental privacy notice, and obtained their explicit consent. We may ask you to provide evidence of that notice and consent.

Data We Receive From Third Parties and Other Sources

We may receive personal data about you from other sources, including your company/organization, professional references, publicly-available sources, third-party analytics providers, and other third parties. For example, we may receive your personal data if: someone at your company/organization designates you as a contact person for that company/organization or includes information about you in proposal documents; another visitor includes it in any feedback, comments, photos, videos, or other information submitted via online portals, electronic forms, surveys, or interactive portions of our sites; or one of our employees or service providers provides or a third party acting on apparent authority provides it to us when registering you to access our facilities or our sites, apply for a job, or participate in one of our events.

Payment Processors

If you make a donation or any purchase via the sites, the transaction may be handled by our service providers or third parties responsible for processing your transaction ("Payment Processors"). Please be aware that Payment Processors have their own privacy policies and those terms will apply to you regarding how that Payment Processor handles your personal data. Depending on your donation or purchase, it may be made via the sites or you may be re-directed to a third-party site for payment. If your donation or purchase is made via the sites, in order for the Payment Processor to process your transaction, we may require payment, credit card, or other credit-related information. If you are re-directed to a third-party site for your donation or purchase, please be sure to review any linked policies provided during payment processing as they will apply to you.

Data We Collect Automatically

We may collect some personal data automatically. For example, when you visit our sites, we may collect your Internet Protocol ("IP") address, Internet service provider ("ISP") information, and browser type and language. We also may use cookies, pixels, and similar technologies to collect data about your interaction with our sites, including, for example, referring webpage, pages visited on our sites, and crash data. In addition, we may link the information we collect automatically or the information from any cookie or pixel with the information you provide in other contexts on our sites (newsletters, etc.) to personalize, connect and streamline your experience when visiting our sites. For example, this may include connecting your use of our site from your desktop, mobile, or other device.

Minors

Our sites are not intended for minors (individuals under the age of 13, or equivalent minimum age depending on jurisdiction), and we do not knowingly collect personal data from minors. If you become aware of any personal data we have collected from a minor, please contact us. If we learn that we have collected personal data from a minor, we will take steps to delete the data without notice as soon as possible.

How We Use Your Data:

Purposes

We may use your personal data to: send you information that you have expressly chosen to receive;

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review and respond to proposal documents, feedback, comments, photos, videos, or other information you submit via online portals, electronic forms, surveys, or interactive portions of our sites *[for our legitimate interests and/or to perform a contract with you]*; administer and inform our program strategies and charitable activities *[for our legitimate interests]*; administer, safeguard, and improve our sites, systems, facilities, events, and other business operations *[for our legitimate interests]*; protect our rights and the safety of others *[for our legitimate interests]*; contribute to our archive of information in the public interest *[for our legitimate interests]*; and/or comply with applicable law, court order, subpoena, or legal process served on us *[to comply with legal obligations]*.

Additional Purposes

Additional purposes for using your personal data may be described in a supplemental privacy notice.

Legal Bases Under The GDPR, UK GDPR, or POPIA

If you are in the European Economic Area (EEA), the United Kingdom (UK) or South Africa, we will collect and use your personal data only if we have one or more legal bases for doing so under the GDPR, UK GDPR, or POPIA. The legal bases depend on your interaction with us and our sites. This means we collect and use your personal data only where: you have given your consent for one or more specific purposes; it is necessary to perform a contract we are about to enter into or have entered into with you; it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; it is necessary to protect the vital interests of you or another natural person; or it is necessary to comply with a legal obligation. We will indicate the legal basis or bases on which we are relying for each purpose. Where we are relying on consent as the legal basis, we will notify you and seek additional consent before using your personal data for a new purpose that is inconsistent with the original purpose for which we collected it.

When We Share Your Data:

Employees, Agents, Affiliates, Service Providers, and Partners

We may share your personal data with our employees, agents, and affiliates who have a business need to know, our services providers (including contingent workers, consultants, contractors, Vendor or Affiliates, and out-sourced service providers) to process it for us based on our instructions and for no other purpose, and with partners that are collaborating with us to fund projects or host events. We do not share your personal data with any third party (including our service providers) for marketing purposes unless you have provided consent for us to do so. If you believe personal data you provided to us is being misused by a third party, please contact us right away.

Other Visitors To Our Sites

If you submit feedback, comments, photos, videos, or other information to interactive portions of our sites, such submission may be made publicly available to anyone who visits those areas of our sites. Other visitors may access, re-post, or use such submission. Even if you remove or delete your submission, copies may remain in cached or archived areas of our sites or retained by other visitors. Please use your discretion when submitting personal data in these contexts.

Law Enforcement

We may share your personal data with law enforcement, other government agencies or authorities, or third parties as required by applicable law, court order, subpoena, or legal process served on us.

How We Store and Protect Your Data:

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Storage and Transfers

Your personal data may be stored in your region or in any other country where we or our service providers have facilities. We may also allow employees and service providers located around the world to access personal data as provided in this notice. If your personal data is subject to GDPR, UK GDPR, or POPIA, we will ensure your legal rights and protections travel with any such “transfer” of your personal data as required by applicable law. We do this by signing “standard contractual clauses” approved by the European Commission that give personal data the same protection it has in the European Union, and/or otherwise requiring that our service providers protect personal data in accordance with applicable law. We will also comply with similar applicable laws regarding the storage and transfer of personal data in other jurisdictions where your personal data may be collected or provided.

Storage Period

We will store your personal data until it is no longer needed to fulfill the purpose(s) for which it was collected or as otherwise required or permitted by law. After such time, we will either delete or anonymize your personal data or, if this is not possible, we will securely store your personal data and isolate it from any further use until deletion is possible. We may dispose of any data at our discretion without notice, subject to applicable law. Please contact us if you would like more details regarding our retention periods for different categories of personal data.

Protection

As the transmission of data via the internet is not completely secure, we cannot guarantee the security of your information transmitted to our sites and any such transmission is at your own risk. However, we maintain appropriate technical and organizational measures, including performing regular self-assessments, to prevent unauthorized disclosure of, or access to, personal data. We limit access to personal data and require that employees authorized to access personal data maintain the confidentiality of that data. We hold our service providers to at least the same data privacy and security standards to which we hold ourselves.

How You Can Access and Control Your Data

To the extent provided by applicable laws, you may have the right to obtain confirmation that we hold personal data about you; to access, correct, or delete your personal data; to withdraw any consent you previously provided to us; to object to or restrict our processing of your personal data in any other context; to deactivate, block, anonymize, or delete personal data as appropriate; or to request and receive a copy of the personal data you have provided us and to transmit this data to a third party. To exercise any of these rights that you are not able to do directly, please contact us.

Terms and Conditions of Use (TOWER, TOWER Capital, TOWER Capital Group)

By accessing or using this website (the “Site”) of TOWER Capital Group and its affiliates (collectively, “TOWER”), you hereby accept and agree to comply with these Terms and Conditions of Use. You acknowledge your understanding that these Terms and Conditions of Use constitute a binding agreement between you and TOWER (sometimes referred to as “we” or “us”) that governs your access and use of the Site, which includes any images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, systems and methods of trading, video clips, graphics, user interfaces, visual interfaces, information, data, tools, products, written materials, services and other content (together, “Content”), including but not limited to the design, structure, selection, coordination, expression and arrangement of the Content available on or through the Site.

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE. EACH TIME YOU USE THE SITE, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THESE TERMS AND CONDITIONS IN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, DO NOT USE THE SITE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

YOUR COMPLIANCE WITH THESE TERMS AND CONDITIONS OF USE AND ALL OTHER RULES, PROCEDURES, POLICIES, TERMS AND CONDITIONS THAT GOVERN ALL OR ANY PORTION OF THE SITE IS A CONDITION TO YOUR RIGHT TO ACCESS THE SITE. YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS OF USE OR OTHER RULES, PROCEDURES, POLICIES, TERMS AND CONDITIONS THAT GOVERN ALL OR ANY PORTION OF THE SITE WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE SITE AND YOU WILL BE FULLY LIABLE FOR CONVERSION, MISAPPROPRIATION, TRESPASS TO CHATTELS AND ALL OTHER CLAIMS AND CAUSES, REGARDLESS OF THE IDENTITY OF CLAIMANT OR INJURED PARTY, ARISING FROM OR RELATING TO YOUR CONTINUED USE OF THE SITE AFTER SUCH BREACH.

Limited Right to Use

TOWER grants you a limited right to use the Site. Your right to use the Site is subject to your agreement to abide by these Terms and Conditions of Use in their entirety, as well as any other rules, procedures, policies, terms or conditions that govern all or any portion of the Site. At any time and for any reason TOWER may revoke your right to use all or any portion of the Site.

Updates to the Site

TOWER reserves the right to make changes to the Site and these Terms and Conditions of Use at any time without prior notice to you. For this reason, each time you use the Site, you should visit and review the then-current Terms and Conditions of Use that apply to your use of the Site.

Site Security

You may not violate or attempt to violate the security of the Site. Tampering with any portion of the Site, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Site, whether or not through the use of agents, are prohibited and constitute a breach of these Terms and Conditions of Use.

Any violations of system or network security, including attempts to intentionally access a computer without authorization or exceed your authorized access level, may result in civil and criminal charges, including but not limited to charges under the Computer Fraud and Abuse Act (18 U.S.C. §1030). TOWER may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Site if we reasonably conclude that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

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Past performance is not indicative of future results; no representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past, or that significant losses will be avoided.

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Termination of Use

These Terms and Conditions of Use are effective unless and until terminated by either you or TOWER. You may terminate these Terms and Conditions of Use at any time, provided that you discontinue any further use of the Site. We also may terminate these Terms and Conditions of Use, in our sole discretion, at any time and may do so immediately without notice, and accordingly deny you access to the Site. Upon any termination of these Terms and Conditions of Use by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from the Site, as well as all copies of such materials, whether made under these Terms and Conditions of Use or otherwise.

Indemnification

As a condition of your use of the Site, you agree to indemnify and hold TOWER and its Associates harmless from and against any and all claims, losses, liability, costs and expenses (including, but not limited, to attorney's fees), as incurred, arising from your use of the Site or related services or from your violation of these Terms and Conditions of Use.

Representations and Warranties

You represent and warrant that: (i) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms and Conditions of Use; (ii) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms and Conditions of Use; and (iii) you will not delete any Content.

Effect on Other Agreements

Nothing contained in these Terms and Conditions of Use is intended to modify or amend any other written agreement you may have with TOWER (including without limitation any customer agreement, participation agreement or account agreement) (collectively, “Other Agreements”), if any, that may currently be in effect. In the event of any inconsistency between these Terms and Conditions of Use and any Other Agreement, the Other Agreement will govern. Some pages within the Site contain supplemental terms and conditions and additional disclosure and disclaimers, which are in addition to these Terms and Conditions of Use. In the event of a conflict, such supplemental terms and conditions and additional disclosures and disclaimers will govern for those sections or pages.

Governing Law

Headings used in these Terms and Conditions of Use are for reference purposes only and in no way define or limit the scope of the section. These Terms and Conditions of Use are governed by the laws of New York (except for conflict of law provisions). Any claim related to any dispute arising as a result of the Site or under these Terms and Conditions of Use will be made before a court of competent jurisdiction located in New York. If any provision of these Terms and Conditions of Use is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. The failure of TOWER to act with respect to a breach of these Terms and Conditions of Use by you or others does not constitute a waiver and will not limit TOWER's rights with respect to such breach or any subsequent breaches.

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Non-Solicitation

The Site and its Content and shared business materials, Vendor or Affiliate agreements and all TOWER materials leveraged may not be used to solicit TOWER employees, contractors, clients, investors, partners, sponsors, Vendor or Affiliates, speakers, or event attendees for competing commercial purposes. This includes, without limitation, scraping, harvesting, or collecting contact information. General, non-targeted job postings or public marketing not directed toward TOWER relationships are permitted.

Non-Disparagement

The Site may not be used to post, upload, or distribute statements that are maliciously false or knowingly misleading about TOWER, its affiliates, officers, directors, employees, partners, investors, portfolio companies, Vendor or Affiliates, or guests.

Code Of Business Conduct and Ethics

The Code of Conduct ("Code") sets forth the expectation that employees conduct themselves with integrity, at all times. It provides employees with the principles to help govern their conduct with clients, customers, suppliers, Vendor or Affiliates, shareholders, fellow employees, regulators, markets, and the communities in which we operate. The Code applies to the employees and directors of Tower Capital Group ("TOWER") and its subsidiaries. The Code is designed to be consistent with the regulatory and legal framework that governs our industry. It may be amended as required by law, regulation or otherwise. All amendments are effective immediately upon posting.

Be Honest, Fair and Trustworthy in Your Activities and Relationships

You must go beyond simply obeying the laws governing our work. Act honestly, be trustworthy and treat others fairly. If confronted with a questionable situation, take action to protect TOWER's reputation.

Always Treat Colleagues and Others with Respect

TOWER's work means that you will encounter people of every background and experience. Acknowledge these differences, and endeavor to create an inclusive environment and treat everyone with dignity and respect. This principle of fairness extends to every part of your work for TOWER, including hiring, promotions and working with partners.

Confidential Information

TOWER regularly comes into possession of confidential Information (as that term is defined below) in the course of TOWER's business. TOWER is strongly committed to protecting confidential information, whether entrusted to TOWER by an actual or prospective client, investor or portfolio company, generated within TOWER or obtained from some other source. TOWER is also strongly committed to avoiding the misuse, or the appearance of misuse, of such information, whether in connection with the trading of securities or otherwise.

During the course of employment by or association with TOWER, employees may learn of or have access to information concerning the (i) business, (ii) affairs, (iii) operations, (iv) strategies, (v) policies, (vi) procedures, (vii) organizational and personnel matters related to any present or former employee of TOWER, including compensation and investment arrangements, (viii) terms of agreements, (ix) financial structure, (x) financial position, financial results or other financial affairs, (xi) actual or proposed transactions or investments, (xii) investment results, (xiii) existing or prospective clients or investors, (xiv)

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computer programs or (xv) other confidential information related to the business of TOWER or to its affiliates, actual or prospective portfolio companies or other third parties. Such information may have been or may be provided in written or electronic form or orally or otherwise accessed via a data room portal such as Intralinks. All of such information, from whatever source learned or obtained and regardless of the Company's connection to the information, is "Confidential Information."

Without limiting the foregoing, Confidential Information includes any information, whether public or not, which (1) represents, or is aggregated in such a way as to represent, or purport to represent, all or any portion of the financial or investment results of, or any other information about the investment "track record" of, (a) TOWER, (b) a business group of TOWER, (c) one or more funds managed by affiliates of TOWER or portfolio companies of such funds or (d) any individual or group of individuals during their time at TOWER, or (2) describes an individual's role in achieving or contributing to any such investment results.

Confidential Information does not include information that has been made generally available to the public, but information that when viewed in isolation may be publicly known or can be accessed by a member of the public will still constitute Confidential Information for these purposes if such information has become proprietary to TOWER through TOWER's aggregation or interpretation of such information.

Any TOWER personnel who fail to comply, either in letter or spirit, with these important policies may be subject to disciplinary action, up to and including termination of employment. TOWER may pursue appropriate legal action against present or former employees or members to enforce these policies.

In addition to complying with the important policies set forth above, employees and members are required to execute a confidentiality agreement prior to the commencement of employment and familiarize themselves with and acknowledge that agreement by their signature, as well as adhere to the policies and procedures set forth in TOWER's Manual and Investment Adviser Compliance Policies and Procedures. The latter documents contain important additional policies and procedures concerning confidential information and related matters.

TOWER will not limit the right of any current or former employee to receive an award for providing information pursuant to the whistleblower provision of any applicable law or regulation to any Governmental Entity. Moreover, employees do not need to give prior notice to (or get prior authorization from) TOWER regarding any such communication or disclosure. In addition, TOWER does not restrict employees from discussing, disclosing or inquiring about wages to the extent consistent with applicable laws, or from engaging in activity protected by the National Labor Relations Act; for example, (1) non-managerial and nonsupervisory employee communications regarding their terms and conditions of employment, wages and/or working conditions, or (2) raising work-related complaints with TOWER.

Moreover, nothing in this Code or any individual's employment agreement is intended to prevent or restrict a current or former employee from disclosing information otherwise authorized or mandated by law.

Conflicts of Interest

A conflict of interest occurs when an individual's private interest interferes, or even appears to interfere, with the interests of TOWER as a whole. A conflict of interest may arise when an employee takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts

of interest also arise when an employee, officer or director, or a member of his or her family, receives improper personal benefits as a result of his or her position in TOWER. Loans to, or guarantees of obligations of, such persons are of special concern.

Employees may not have outside interests that conflict or appear to conflict with their ability to make business decisions in their work at TOWER that are consistent with fiduciary duties to TOWER's clients. Employees must not be influenced by a personal interest that may result from other individual or business concerns.

Family Members and Close Personal Relationships

Conflicts of interest may arise when doing business with organizations in which employees' family members have an ownership or employment interest. Family members include spouses, parents, children, siblings and in-laws. Employees may not conduct business on behalf of TOWER and may not use their influence to get TOWER to do business with family members or an organization with which an employee or an employee's family member is associated unless specific written approval has been granted in advance by the Chairwoman.

Consultants and Agents

Whenever it becomes necessary to engage the services of an individual or TOWER to consult for or represent TOWER, special care must be taken to ensure that no conflicts of interest exist between TOWER and the person or TOWER to be retained. Employees must also ensure that outside consultants and agents of TOWER are reputable and qualified. All arrangements with consultants and agents must be made in writing and duly signed to be authorized.

Corporate Opportunities

It is TOWER's Notice that employees, officers and directors may not take opportunities for themselves that are discovered through the use of TOWER property, information or position, or use TOWER property, information or position for personal gain. Furthermore, employees may not compete with TOWER directly or indirectly. Employees, officers and directors have a duty to TOWER to advance its legitimate interests when the opportunity to do so arises. All opportunities should be scoped and communicated in writing for transparency and authorization.

Protection and Proper Use of TOWER Assets

Theft, carelessness and waste have a direct impact on TOWER's profitability. Employees, officers and directors have a duty to safeguard TOWER assets and ensure their efficient use. TOWER assets should be used only for legitimate business purposes and employees and directors should take measures to ensure against their theft, damage, or misuse.

TOWER assets include intellectual property such as trademarks, business and marketing plans, salary information and any unpublished financial data and reports. Unauthorized use or distribution of this information is a violation of TOWER Notice.

Fair Dealing

Each employee, officer and director shall endeavor to deal fairly with TOWER's equity holders, competitors, suppliers and employees. No employee or director shall take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair practice.

No bribes, kickbacks or other similar payments in any form shall be made directly or indirectly to or for anyone for the purpose of obtaining or retaining business or obtaining any other favorable action. TOWER and the employee, officer or director involved may be subject to disciplinary action as well as potential civil or criminal liability for violation of this Notice.

Compliance with Laws

TOWER operates strictly within the bounds of the laws, rules and regulations that affect the conduct of our business. All employees are expected to know and to follow the law (e.g., all applicable federal securities laws and regulations). Supervisors, managers or other appropriate personnel must ensure that employees understand and are informed of the requirements relating to their jobs. They must also be available to answer employee questions or concerns and, when necessary, to guide them to other subject-matter experts, including TOWER's outside counsel.

There are serious consequences for failing to follow any applicable laws, rules and regulations, up to and including termination of employment and potential criminal and civil penalties.

Insider Trading

TOWER's Notice against insider trading is designed to promote compliance with securities laws and to protect TOWER as well as TOWER representatives from the very serious liability and penalties that can result from violations of these laws. TOWER is committed to maintaining its reputation for integrity and ethical conduct and this Notice is an important part of that effort.

It is TOWER's Notice that directors, executive officers and other employees of TOWER may not trade securities, of TOWER or otherwise, about which they learn material, non-public information. They are also prohibited from passing on such information to others who might make an investment decision based on it.

In addition, directors, executive officers and employees are prohibited from engaging in transactions in TOWER's securities that are inconsistent with a long-term investment in TOWER, signal a lack of confidence in TOWER or may lead to the appearance of insider trading. Such transactions include any trading activity designed to profit from fluctuations in the price of these securities, such as "day trading" and arbitrage trading, short sales, buying securities on margin, and the use of forward contracts, equity swaps, collars, exchange funds, puts, calls, options and other derivative securities or any instruments designed to increase in value as a result of, or hedge or offset any decrease in, the market value of TOWER's securities.

Any violation of TOWER's policies and procedures regarding personal securities trading by an employee or an employee's family member may result in dismissal, suspension, with or without pay, or other disciplinary sanctions against the employee, whether or not the violation of TOWER's Notice also constitutes a violation of law.

Document Retention

Destruction or falsification of any information that TOWER is required to retain pursuant to legal or regulatory requirements, or that is potentially relevant to any violation of law, government investigation or civil legal matter, may lead to prosecution for obstruction of justice, regulatory action, legal sanctions or other adverse consequences for TOWER.

Taxes

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TOWER and its employees, whether acting on behalf of TOWER or individually, are not permitted to attempt to evade taxes or the payment of taxes. Neither should employees solicit clients on the basis of nor actively participate in assisting clients in attempting to evade the tax laws. TOWER and its employees, whether acting on behalf of TOWER or individually, are not permitted to (i) make false statements to tax authorities regarding any matter, (ii) file fraudulent returns, statements, lists or other documents, (iii) conceal property or withhold records from tax authorities, (iv) willfully fail to file tax returns, keep required records or supply information to tax authorities or (v) willfully fail to collect, account for or pay a tax.

None of this prevents you from arranging your personal affairs in a manner serving to lawfully minimize the tax you are required to pay, and in so doing, you can consider all allowable deductions and credits that you may be entitled to claim. In addition to complying with the tax laws, employees must cooperate fully with any regulatory entity or governmental authority and may not interfere with the administration of the tax laws. Payments and gifts to tax agents and other government officials are strictly prohibited.

Maliciously False, Defamatory, or Other Unlawful Remarks

Maliciously false, defamatory, or other unlawful remarks or statements about TOWER or any of its personnel are strictly prohibited. No employee of TOWER, directly or indirectly, may make, while in the employ of TOWER or at any time thereafter, any such remarks or statements (whether of a professional or personal nature) to any individual or other third party (including without limitation any present or former member, partner or employee of TOWER) or entity regarding TOWER or any of their respective affiliates, members, partners or employees, or regarding such employee's relationship with TOWER or the termination of such relationship.

Employees who violate this Notice may be subject to disciplinary action, up to and including termination of employment. TOWER may also pursue appropriate legal action against present or former employees or members to enforce this Notice.

Doing Business Internationally

While TOWER must adapt to business customs and market practices in global markets, all employees worldwide should adhere to applicable US laws and regulations and TOWER standards. Every employee involved in non-US operations should also respect the laws, cultures and customs of all countries in which TOWER operates and should conduct TOWER's overseas activities in a way that contributes to development in all such locales.

Disclaimer

This Code is designed to acquaint directors, executive officers and employees with TOWER's policies with respect to business conduct and ethics. The information contained in this Code is not intended to represent all of TOWER's policies. In addition, directors, executive officers and employees should be aware that TOWER may revise, supplement or rescind any policies or portions of this Code at any time as it deems appropriate, in its sole and absolute discretion. This Code is the property of TOWER.

Vendor or Affiliate (Including Affiliates) or Notice

PURPOSE

The purpose of this Vendor or Affiliate Notice is to clearly define the procedures and requirements to ensure and maintain a successful and professional relationship between TOWER, any Vendor or Affiliate from which service or engagement is being procured or Suppliers. Vendors or Affiliates are responsible

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for meeting the requirements of this Notice. Failure to meet these requirements may result in the loss of existing and/or future TOWER's business. Vendors or affiliates must comply with TOWER's Non-Solicitation and Non-Disparagement terms when accessing or using TOWER's website, portals, or event pages, or where such obligations are separately agreed to in a signed agreement with TOWER. If a signed agreement contains more specific terms, those provisions will govern. In addition, any non-public information shared by TOWER, its affiliates, or its community in connection with such access or participation must be treated as confidential and not disclosed without prior written consent. If a signed agreement contains more specific terms, those provisions will govern.

SCOPE

This Notice applies to all Vendor or Affiliate engagements, for supply of product and/or services including but not restricted to, Branded and Assembled Computers, IT hardware, IT Support and Consulting Services, Business Consulting Services, Marketing and Sales Services, Engineering Support Services, Cloud infrastructure services, known as Infrastructure as a Service (IaaS), Software-as-a-Service (SaaS), new application executions or existing application upgrades, Financial Services, Talent Research and Management Services, Legal and Audit Services, Rental and Lease, etc.

Requirements:

Contractual Process

No product and/or service contract shall be entered into by a TOWER employee without prior review by compliance.

Business Approach And Standards

We aim to maintain high standards of ethical and business conduct within our operations, and extend these best practices to our business partners (Vendor or Affiliates). We expect that our partners will follow our expectations regarding socially responsible business practices and positively impact our stakeholders, customers, and the communities, in which we all operate. We expect our Vendor or Affiliates to deliver operational excellence, and continuously improve their operations to fulfill our expectations, especially in regards to the high quality of products and/ or services delivery at the best & lowest possible cost.

Confidentiality

We respect and strictly protect confidential information provided by our Vendor or Affiliates and customers, we expect the same commitment regarding protecting confidential information we provide to Vendor or Affiliates.

Non-Solicitation

The Site and its Content and shared business materials, Vendor or Affiliate agreements and all TOWER materials leveraged may not be used to solicit TOWER employees, contractors, clients, investors, partners, sponsors, Vendor or Affiliates, speakers, or event attendees for competing commercial purposes. This includes, without limitation, scraping, harvesting, or collecting contact information. General, non-targeted job postings or public marketing not directed toward TOWER relationships are permitted.

Non-Disparagement

The Site may not be used to post, upload, or distribute statements that are maliciously false or knowingly misleading about TOWER, its affiliates, officers, directors, employees, partners, investors, portfolio companies, Vendor or Affiliates, or guests.

Security and Data Risk Assessment

If a Vendor or Affiliate requires access to TOWER networks to deliver its services this requires a review by the TOWER team. The type of access, connectivity, ports, and longevity of the access as well as what data, if any, may be accessed, needs to be documented and reviewed by the security team prior to granting access. If a Vendor or Affiliate requires access to the TOWER network to deliver its services and it requires access to TOWER and/or customer data, then the Vendor or Affiliate must comply with TOWER security policies and procedures and follow industry best practices to secure data. Additionally, if any Vendor or Affiliate stores or processes TOWER or its customer data should submit proof of its security controls in place to protect the data. The proof can be a SOC2 Type II audit report from intended auditors or a signed security agreement ensuring the security and privacy of TOWER and its customers' data in compliance with TOWER security policies. Any access by a Vendor or Affiliate to confidential client data, passwords, and personally identifying information (PII) should adhere to TOWER's Data Notice. If a Vendor or Affiliate stores any TOWER's customer data, then it must be in compliance with customers' data geolocation regulations such as GDPR and CCPA as already stated in the confidentiality clause of this Notice.

Commercial Requirement

All the Vendor or Affiliates should comply with the terms and conditions associated with delivery of products and/or services.

Indemnification

Each Party, in this case, TOWER and the Vendor or Affiliate, shall indemnify, defend and hold harmless the other party, and their representatives, agents, sureties, and employees from and against any and all demands, claims, suits, causes of action, losses, including claims by third parties for death or personal injury of employees of, or damage to real or personal property of the other Party, whether groundless or not, penalties, liabilities, judgments, settlements, damages, costs, attorneys' fees, and expenses of any nature.

Communication

All the communication regarding the Products and/or Service Contract, either a new agreement or for the review and renewal of the agreement, should be sent to the email: contact@towercapital.org

Product Packaging Requirements(only applicable for Material Supplier

It is ultimately the Material Supplier's responsibility to ensure that their material arrives at TOWER's designated facilities free of damage, and must adequately plan to prevent product loss and eliminate shipping damage. In the case, when the products delivered by the Supplier do not comply with TOWER's requirements, TOWER may cancel the order, and return the item. TOWER expects that the Supplier will reimburse TOWER for all reasonable costs associated with the remedy of a nonconforming material occurrence.

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Reporting Requirements

A Vendor or Affiliate at any given time of being in association with TOWER should immediately report any breach of the security of the sensitive data, the Vendor or Affiliate is responsible for immediately notifying and working with the TOWER security team regarding recovery and remediation. The reports should include but not limited to all suspected loss or compromise of sensitive data exchanged pursuant, Unauthorized Systems Access, Compromised Data, Loss of Data Integrity, Inability to Transmit or Process Data, Exception Reporting, etc. Any exceptions from the normal activity are to be noted in the reports.

Payment Terms

All Vendor or Affiliate payments will be made after the submission of Invoices for each service delivered and post the invoice review and verification those invoices will be paid as per the agreed contract with the Vendor or Affiliate. The payment terms will be agreed upon between TOWER and the Vendor or Affiliate at the time of contracting. All scope contracts and authorizations must be communicated via authorized email or on TOWER letterhead. Unauthorized channels such as text messages, personal emails and other chats do not constitute agreement.

Expanded: Confidential Information

TOWER regularly comes into possession of confidential information (as that term is defined below) in the course of TOWER's business. TOWER is strongly committed to protecting confidential information, whether entrusted to TOWER by an actual or prospective client, investor or portfolio company, generated within TOWER or obtained from some other source. TOWER is also strongly committed to avoiding the misuse, or the appearance of misuse, of such information, whether in connection with the trading of securities or otherwise.

During the course of employment by or association with TOWER, employees may learn of or have access to information concerning the (i) business, (ii) affairs, (iii) operations, (iv) strategies, (v) policies, (vi) procedures, (vii) organizational and personnel matters related to any present or former employee of TOWER, including compensation and investment arrangements, (viii) terms of agreements, (ix) financial structure, (x) financial position, financial results or other financial affairs, (xi) actual or proposed transactions or investments, (xii) investment results, (xiii) existing or prospective clients or investors, (xiv) computer programs or (xv) other confidential information related to the business of TOWER or to its affiliates, actual or prospective portfolio companies or other third parties. Such information may have been or may be provided in written or electronic form or orally or otherwise accessed via a data room portal such as Intralinks. All of such information, from whatever source learned or obtained and regardless of the Company's connection to the information, is "Confidential Information."

Without limiting the foregoing, Confidential Information includes any information, whether public or not, which (1) represents, or is aggregated in such a way as to represent, or purport to represent, all or any portion of the financial or investment results of, or any other information about the investment "track record" of, (a) TOWER, (b) a business group of TOWER, (c) one or more funds managed by affiliates of TOWER or portfolio companies of such funds or (d) any individual or group of individuals during their time at TOWER, or (2) describes an individual's role in achieving or contributing to any such investment results.

Confidential Information does not include information that has been made generally available to the public, but information that when viewed in isolation may be publicly known or can be accessed by a

member of the public will still constitute Confidential Information for these purposes if such information has become proprietary to TOWER through TOWER's aggregation or interpretation of such information.

Any TOWER personnel who fail to comply, either in letter or spirit, with these important policies may be subject to disciplinary action, up to and including termination of employment. TOWER may pursue appropriate legal action against present or former employees or members to enforce these policies.

In addition to complying with the important policies set forth above, employees and members are required to execute a confidentiality agreement prior to the commencement of employment and familiarize themselves with and acknowledge that agreement by their signature, as well as adhere to the policies and procedures set forth in TOWER's Manual and Investment Adviser Compliance Policies and Procedures. The latter documents contain important additional policies and procedures concerning confidential information and related matters.

TOWER will not limit the right of any current or former employee to receive an award for providing information pursuant to the whistleblower provision of any applicable law or regulation to any Governmental Entity. Moreover, employees do not need to give prior notice to (or get prior authorization from) TOWER regarding any such communication or disclosure. In addition, TOWER does not restrict employees from discussing, disclosing or inquiring about wages to the extent consistent with applicable laws, or from engaging in activity protected by the National Labor Relations Act; for example, (1) non-managerial and nonsupervisory employee communications regarding their terms and conditions of employment, wages and/or working conditions, or (2) raising work-related complaints with TOWER.

Moreover, nothing in this Code or any individual's employment agreement is intended to prevent or restrict a current or former employee from disclosing information otherwise authorized or mandated by law.

Conflicts of Interest

A conflict of interest occurs when an individual's private interest interferes, or even appears to interfere, with the interests of TOWER as a whole. A conflict of interest may arise when an employee takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest also arise when an employee, officer or director, or a member of his or her family, receives improper personal benefits as a result of his or her position in TOWER. Loans to, or guarantees of obligations of, such persons are of special concern.

Employees may not have outside interests that conflict or appear to conflict with their ability to make business decisions in their work at TOWER that are consistent with fiduciary duties to TOWER's clients. Employees must not be influenced by a personal interest that may result from other individual or business concerns.

INVESTOR NOTICES

Investment Data Notice (TOWER Capital)

1. INTRODUCTION

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TOWER is committed to compliance with applicable legal and regulatory requirements relating to data protection, privacy and cybersecurity as further set out in our Code of Conduct. At TOWER, we respect your privacy and these investor data protection notices and privacy notices govern how TOWER collects, processes and uses your personal data in your capacity as an individual investor or in your capacity as an employee or representative of institutional investors.

2. DEFINITIONS

The following definitions shall apply to this Notice:

“TOWER”, “we”, “us”, “our” means Tower Capital Group and its operating entities.

3. THE TYPES OF PERSONAL DATA WE COLLECT

We obtain Personal Data about you in order to perform the services we have been engaged to provide, and to comply with applicable law or policies (for example, Know Your Client and Anti-Money Laundering). That Personal Data includes:

- a) Identity and Contact Data. We collect details of your name, age, date of birth, e-mail address, address, telephone number, identification number, online identifier, location, gender, nationality, citizenship and other contact information and contact history;
- b) Reputation & Background Check Data. We collect data provided by you in the context of us carrying out background checks, anti-money laundering, regulatory, tax and know your client checks (such as data included in identification documents, details of criminal records and sanctions);
- c) Financial, Tax & Regulatory Data. We collect (i) financial information or other information obtained as a result of your investment in any of our funds (such as advisor details, investment details, banking details, and financial details); (ii) information for any tax implications related to your financial activities, your social insurance or Medicare or social security number or other tax identification number and details of tax residency; or (iii) information required as a result of legal, tax and regulatory requirements or internal policies;
- d) Services Data. We collect information relating to the services we provide to our Investors or prospective Investors.

Please note that if you do not provide certain Personal Data to TOWER when requested (and where relevant, provide your consent), we may not be able to provide you with some or all of our services and products (including those set out in this Notice or in other agreements we enter into with you).

4. HOW WE COLLECT YOUR PERSONAL DATA

TOWER may collect the types of Personal Data described above in Section 3:

- a) Directly from you, when you send us an email, visit our premises, or otherwise contact or communicate with us;
- b) From within TOWER and from our affiliates;

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- c) From a third party acting on your behalf, for example, an intermediary, lawyer or service provider;
- d) From publicly available sources; and
- e) From other organizations, for example media sources, fund administrators, the institution you are employed by, and other service providers.

5. HOW WE USE YOUR PERSONAL DATA

Your Personal Data will be collected, stored, disclosed and processed by TOWER for the following purposes: To provide marketing communications to our customers; to understand your needs and interests and to respond to your enquiries; to analyze and improve our services; for the management and administration of our business; to comply with, and assess compliance with, applicable laws, rules, and regulations; to meet our legal obligations under laws relating to tax, money-laundering, and the provision of financial services; to pursue our legitimate interests in complying with industry codes, best practices, and internal policies in relation to our financial services; to confirm and verify your identity and conduct due diligence, background, and related checks; to detect, investigate, and prevent fraud and other crimes or malpractice; for the purpose of, or in connection with, any legal proceedings or internal or external investigation; to meet our legal obligations to respond to external investigations or prepare documentation in connection with legal proceedings; to pursue our legitimate interests in responding to internal or external investigations or commencing or defending legal proceedings; and to obtain legal advice or to establish, exercise, or defend legal rights.

6. SENSITIVE PERSONAL DATA

Certain forms of Personal Data, known as “sensitive” or “special category” personal data, are subject to specific protection or restriction by law in certain territories or regions. Depending on the jurisdiction, this data can include:

- a) data relating to racial or ethnic origin;
- b) political opinions;
- c) religious or philosophical beliefs;
- d) trade union membership information;
- e) genetic data;
- f) biometric data;
- g) data concerning health or sex life or sexual orientation;
- h) data relating to criminal activity or proceedings;
- i) data relating to social aid;
- j) passwords and financial information such as bank account details, credit card and debit card details;
- k) citizenship or immigration status;
- l) government-issued identifiers;
- m) precise geolocation data; and
- n) in certain circumstances, the contents of an individual’s mail, email or text messages.

We will not process this Personal Data unless such processing is compliant with applicable Data Protection Legislation.

7. PROCESSING OF PERSONAL DATA FOR MARKETING PURPOSES

To the extent permitted by applicable law, we may contact you by mail, e-mail, SMS/text, telephone and other electronic means to provide information on products and services that we believe will be of

interest, unless you object to receiving such information. If you do not want to receive such communications from us please contact the Privacy Officer on the details set out below in Section 17 or by using the opt-out facilities provided within the relevant marketing material. In jurisdictions where your opt-in consent is required, we will obtain your opt-in consent before using your personal data for marketing purposes.

Your option not to receive promotional and marketing material: (a) shall not preclude us from corresponding with you, by email or otherwise, regarding your relationship with us (e.g., your account status and activity or our responses to questions or inquiries you pose to us); (b) shall not preclude us, including our employees, contractors, agents and other representatives, from using your Personal Data for our internal business purposes as described above; and (c) shall not preclude us from disclosing your Personal Data as described in this Notice for purposes other than sending you promotional and marketing materials.

DEI Statement

TOWER is committed to creating and maintaining a workplace in which everyone has an opportunity to participate and contribute to the success of the organization and are valued for their skills, experience, and unique perspectives. This commitment is embodied in TOWER's dedication to Generational Health for all.

This perspective applies to both our employees and partners as we expect employees to ensure that our partners are not being discriminated against or harassed by any TOWER personnel, and we prohibit them from harassing or discriminating against our employees

ABOUT THE INFORMATION ON THIS SITE

The Content (as defined below) available on this Website is intended to be a general information resource and is provided solely on an "AS IS" and "AS AVAILABLE" basis. You are encouraged to confirm the information contained herein. You should not construe TOWER's publication of the Content on this Website as a warranty or guarantee of the quality or availability of any goods or services.

ELIGIBILITY

By using this Website, you represent and warrant that (a) all registration and other information you submit, if any, is truthful and accurate; (b) you will maintain the accuracy of any information you provide; (c) you will not submit any personal information if you are under 13 years of age; and (d) your use of this Website does not violate any applicable law or regulation.

USE OF MATERIALS ON THIS SITE.

You may download or copy Content only to the extent such download is expressly permitted in writing on the Site. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, the Site or any related software.

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LINKS TO THIS SITE

The Website may contain links to websites operated by other parties. TOWER provides these links to other websites as a convenience, and use of these sites is at your own risk. The linked sites are not owned or operated by or under the control of TOWER, and TOWER is not responsible for the content available on the other sites. Such links do not imply TOWER's endorsement of information or material on any other site and TOWER disclaims all liability with regard to your access to and use of such linked Websites.

DISCLAIMERS AND LIMITATION OF LIABILITY. ALL CONTENT ON THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TOWER MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE WEBSITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE AND THE CONTENT AVAILABLE ON THE WEBSITE IS AT YOUR SOLE RISK.

TOWER MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOWER DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE, EVEN IF TOWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY

You agree to indemnify, defend and hold TOWER, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of your use of this Website and/or breach of this Agreement.

LOCATION

The Website is operated by TOWER from its offices in the United States. TOWER makes no representation that the Content of this Website is available or appropriate for use in other locations. Those who choose to access this Website from locations outside the United States do so on their own initiative and are responsible for compliance with applicable local laws.

CHILDREN

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The Website is not directed toward children under 13 years of age nor does TOWER knowingly collect information from children under 13. If you are under 13, please do not submit any personally identifiable information to TOWER.

PRIVACY POLICY

By agreeing to these terms, you acknowledge that TOWER may collect, use and disclose your information as described in our Privacy Notice.

MISCELLANEOUS

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. TOWER's failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive TOWER's right to act with respect to subsequent or similar failures. These Terms of Use set forth the entire understanding and agreement between you and TOWER with respect to the subject matter hereof.

VIOLATIONS AND ADDITIONAL POLICIES

TOWER reserves the right to seek all remedies available at law and in equity for violations of this Agreement, including without limitation the right to block access from a particular Internet address.

Partner Guidance

Our Partner Guidance and its Fundamental Principles embody our commitment to responsible, transparent and sustainable business. Our Partner Notice describes what TOWER requires from its partners so we can do business together responsibly. We are committed to doing business with integrity and expect our partners to adhere to values and principles consistent with our own. Partners and affiliates must comply with TOWER's Non-Solicitation and Non-Disparagement terms when accessing or using TOWER's website, portals, or event pages, or where such obligations are separately agreed to in a signed agreement with TOWER. If a signed agreement contains more specific terms, those provisions will govern. In addition, any non-public information shared by TOWER, its affiliates, or its community in connection with such access or participation must be treated as confidential and not disclosed without prior written consent. If a signed agreement contains more specific terms, those provisions will govern.

Compliance with Laws

Partners should comply with all applicable laws and regulations and ensure that all required permits are obtained and maintained in the countries where they operate.

Anti-Bribery and Corruption

Partners should prevent all forms of corruption, including bribery, extortion, fraud, and embezzlement, through adequate and proportionate procedures. This includes prohibiting the bribery of public officials, private individuals, and facilitation payments. Any breaches must be promptly disclosed to TOWER.

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Gifts and Hospitality

Partners should ensure that any gifts or hospitality offered to TOWER employees are appropriate, proportionate, and not intended to influence business decisions. These actions must respect TOWER's internal policies, which significantly limit the acceptance of such items.

Avoiding Conflicts of Interest

Partners should conduct all business transactions free from conflicts of interest. Any material ownership or beneficial interest held by public officials, political representatives, TOWER employees or their relatives must be disclosed to TOWER prior to entering into a business relationship. Any other potential conflicts should also be declared to allow TOWER to take appropriate action.

Insuring Partner Contracts and Transparency

For avoidance of doubt, TOWER Sponsors, affiliates, cohosts, partners, or any party working in conjunction or in agreement with TOWER, will not exchange paid services or other assets of value greater than \$1,000.00 USD without a duly signed engagement contract that includes scope of work, dates of milestones, deliveries, services, products, events, or sessions agreement upon. Set agreements must be signed in the prior quarter to execution of said services or at minimum 4 weeks ahead for proper due diligence, legal compliance review, and transaction.

All agreements must be signed by an authorized representative of TOWER or its affiliates, and must abide by all notices as posted. All entities work in good faith towards these measures despite business challenges or constraints. Any contradiction to the above guidance must be made in writing and receive two signatures from TOWER's authorized representatives for consideration.

Engagement contracts always include shared objectives, clear time bound deliverables and services or other exchanges, qualified and itemized amounts for each service provided, and notice of forward looking invoices or requests for transactions. These must be reviewed, filed and duly signed.

All contracts must be legally binding and abide by local laws. All contrast must be on authorized email and unauthorized TOWER letterhead or letterhead of the Partner. Text messages, chats and off-line discussions do not constitute a contractor agreement or an agreement to transact.

Protecting TOWER's Information and Property

Partners should respect and safeguard the confidential information, intellectual property, and know-how of TOWER and other third parties. Any information not in the public domain should be treated as confidential and used only for its intended purpose.

Accurate Records and Compliance with Financial Laws

Partners should conduct all business and commercial dealings transparently and ensure that records are accurate, complete, and maintained in a timely manner. Partners must not use confidential information for insider trading and must comply with all applicable laws related to economic sanctions, anti-money laundering, and anti-tax evasion. Any suspected violations should be reported immediately, and appropriate steps taken to address them.

Competitor Information

Partners should obtain and use competitor information only through legitimate and lawful means. They should not disclose or misuse commercially sensitive or confidential competitor information and must not share TOWER's confidential information with any third party without express permission.

Data Ethics and Privacy

Partners should handle personal data in accordance with applicable data protection laws and with respect for individual privacy as a human right. Partners must assess risks related to data use and ensure that personal data is collected, processed, and used only for the specific purpose for which it was collected.

Product Specifications and Quality

Partners should ensure that all products, materials, and services meet relevant quality, safety, and regulatory standards. Where applicable, research and development should be carried out responsibly and in line with recognized clinical, scientific, and ethical practices

Non-Solicitation

The Site and its Content and shared business materials, Vendor or Affiliate agreements and all TOWER materials leveraged may not be used to solicit TOWER employees, contractors, clients, investors, partners, sponsors, Vendor or Affiliates, speakers, or event attendees for competing commercial purposes. This includes, without limitation, scraping, harvesting, or collecting contact information. General, non-targeted job postings or public marketing not directed toward TOWER relationships are permitted.

Non-Disparagement

The Site may not be used to post, upload, or distribute statements that are maliciously false or knowingly misleading about TOWER, its affiliates, officers, directors, employees, partners, investors, portfolio companies, Vendor or Affiliates, or guests.

Confidential Information

TOWER regularly comes into possession of confidential information (as that term is defined below) in the course of TOWER's business. TOWER is strongly committed to protecting confidential information, whether entrusted to TOWER by an actual or prospective client, investor or portfolio company, generated within TOWER or obtained from some other source. TOWER is also strongly committed to avoiding the misuse, or the appearance of misuse, of such information, whether in connection with the trading of securities or otherwise.

During the course of employment by or association with TOWER, employees may learn of or have access to information concerning the (i) business, (ii) affairs, (iii) operations, (iv) strategies, (v) policies, (vi) procedures, (vii) organizational and personnel matters related to any present or former employee of TOWER, including compensation and investment arrangements, (viii) terms of agreements, (ix) financial structure, (x) financial position, financial results or other financial affairs, (xi) actual or proposed transactions or investments, (xii) investment results, (xiii) existing or prospective clients or investors, (xiv) computer programs or (xv) other confidential information related to the business of TOWER or to its affiliates, actual or prospective portfolio companies or other third parties. Such information may have been or may be provided in written or electronic form or orally or otherwise accessed via a data room portal such as Intralinks. All of such information, from whatever source learned or obtained and regardless of the Company's connection to the information, is "Confidential Information."

Without limiting the foregoing, Confidential Information includes any information, whether public or not, which (1) represents, or is aggregated in such a way as to represent, or purport to represent, all or any portion of the financial or investment results of, or any other information about the investment "track record" of, (a) TOWER, (b) a business group of TOWER, (c) one or more funds managed by affiliates of TOWER or portfolio companies of such funds or (d) any individual or group of individuals

during their time at TOWER, or (2) describes an individual's role in achieving or contributing to any such investment results.

Confidential Information does not include information that has been made generally available to the public, but information that when viewed in isolation may be publicly known or can be accessed by a member of the public will still constitute Confidential Information for these purposes if such information has become proprietary to TOWER through TOWER's aggregation or interpretation of such information.

Any TOWER personnel who fail to comply, either in letter or spirit, with these important policies may be subject to disciplinary action, up to and including termination of employment. TOWER may pursue appropriate legal action against present or former employees or members to enforce these policies.

In addition to complying with the important policies set forth above, employees and members are required to execute a confidentiality agreement prior to the commencement of employment and familiarize themselves with and acknowledge that agreement by their signature, as well as adhere to the policies and procedures set forth in TOWER's Manual and Investment Adviser Compliance Policies and Procedures. The latter documents contain important additional policies and procedures concerning confidential information and related matters.

TOWER will not limit the right of any current or former employee to receive an award for providing information pursuant to the whistleblower provision of any applicable law or regulation to any Governmental Entity. Moreover, employees do not need to give prior notice to (or get prior authorization from) TOWER regarding any such communication or disclosure. In addition, TOWER does not restrict employees from discussing, disclosing or inquiring about wages to the extent consistent with applicable laws, or from engaging in activity protected by the National Labor Relations Act; for example, (1) non-managerial and nonsupervisory employee communications regarding their terms and conditions of employment, wages and/or working conditions, or (2) raising work-related complaints with TOWER.

Moreover, nothing in this Code or any individual's employment agreement is intended to prevent or restrict a current or former employee from disclosing information otherwise authorized or mandated by law.

Conflicts of Interest

A conflict of interest occurs when an individual's private interest interferes, or even appears to interfere, with the interests of TOWER as a whole. A conflict of interest may arise when an employee takes actions or has interests that may make it difficult to perform his or her work objectively and effectively. Conflicts of interest also arise when an employee, officer or director, or a member of his or her family, receives improper personal benefits as a result of his or her position in TOWER. Loans to, or guarantees of obligations of, such persons are of special concern.

Employees may not have outside interests that conflict or appear to conflict with their ability to make business decisions in their work at TOWER that are consistent with fiduciary duties to TOWER's clients. Employees must not be influenced by a personal interest that may result from other individual or business concerns.

TOWER

Headquarter Guidance

Access & Security: For entry, events and any scheduled meetings with external parties

- **Entry List:** TOWER requires a finalized guest list (name, email, company) at least 48 business hours ahead of all events.
- **Doorman:** When you enter the building, please present your full name to the doorman and let them know that you will be going to the 18th floor to TOWER HQ
- **Prior Approval:** A full attendee list has been submitted to the building, no additional attendees are permitted without prior approval
- **Elevator Access:** The 18th Floor can be accessed by Elevator 1 and Elevator 2
- **Door Open Time:** TOWER HQ is a closed office. Access to the 18th Floor will be available at the event start time. No access will be given prior to that hour.
- **Security Check & Photo ID:** Upon arrival on the 18th floor, all guests will be required to show photo ID before entering the office suite. Attendees will not be allowed to access the office without an ID.

Respect the Space

- Please treat the space with care and leave it in the condition you found it.
- Any damage to furniture, equipment, or the property may result in additional charges.
- All food items should be deposited into the trash and recycling spaces.
- For **pre-approved sponsored events** please complete the event proposal brief and ensure due approvals.
- Be sustainable and adhere to posted safety messages.

Noise and Conduct

- Events must not disrupt other tenants in the building.
- Professional behavior is expected at all times.
- Compliance is required with all local laws and regulations.

Smoking and Substances

- Smoking, vaping, and drug use are strictly prohibited - both inside the office and on the outdoor terrace.

Pets and Animals

- No pets allowed, unless preauthorized.

Personal Belongings

- TOWER is not responsible for any personal items that are lost, stolen, or damaged while on the premises. Guests and event partners are encouraged to keep valuables with them at all times and to take appropriate precautions.

Official Content: Distributed content, Media and Social Media

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- All content must be reviewed by TOWER compliance when representing TOWER, TOWER HQ or relevant to TOWER as a partner, or when using TOWER trademark and logo. This must be done prior to posting.
- TOWER prohibits discriminatory, harassing, or bullying content.
- Compliance with all applicable laws and regulations, including those related to data privacy and security.
- TOWER Prohibits sharing confidential company information.
- All members of the media must be announced and authorized prior to entry.

Vendor or Affiliates:

- Vendors or affiliates used on location must be pre-authorized and approved by TOWER staff.
- All Vendors or Affiliates must comply with entry requirements and all protocols.

Partner, Sponsor & Vendor or Affiliate Contracts:

- All official TOWER sponsored events will be accompanied by a sponsorship agreement outlining the agreed sponsorship requirements. Dated and signed by both parties at least 4 weeks prior to the event executed.
- All official TOWER Vendor or Affiliate relationships will be accompanied by a Vendor or Affiliate agreement outlining the agreed sponsorship requirements. Dated and signed by both parties at least 4 weeks prior to the event executed.
- All official TOWER partnered events will be accompanied by a partner event agreement outlining the agreed requirements. Dated and signed by both parties at least 4 weeks prior to the event executed.
- In the event TOWER does not require an agreement in writing, it will state this intention in writing.
- In the event that an exception is made to partner, sponsor or Vendor or Affiliate contracts Notice it must be authorized in writing by two TOWER authorized personnel.

Liability, Cancellations & Force Majeure

At TOWER, we understand that unexpected situations can arise. Below is our Notice in the event of cancellations, postponements, or major disruptions due to unforeseen circumstances:

Limitations of Liability

- While we are committed to supporting success, TOWER is not liable for delays or non-performance caused by a Force Majeure event. In such cases, non-refundable expenses already incurred (e.g., Vendor or Affiliate deposits) may still apply.
- TOWER is not responsible for indirect or consequential damages (e.g., lost profits), and our liability will not exceed the value of services already paid for and delivered prior to cancellation.

Termination of Support

- To ensure the integrity of our space, TOWER reserves the right to withdraw support or cancel a scheduled event if a partner or organizer does not meet agreed-upon expectations - such as misusing the space, missing key deadlines, or otherwise compromising the success or safety of the gathering.
- In such instances, we will provide written notice outlining the issue and offer a reasonable opportunity for resolution. If the concern is not addressed, TOWER may proceed with cancellation.

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- Please note that any expenses incurred prior to this decision - including staffing, Vendor or Affiliate bookings, or planning efforts - may still be the responsibility of the event organizer, sponsor, or event partner.

Anti-Money Laundering Statement - TOWER Capital

TOWER Capital is committed to maintaining the highest standards of integrity and compliance in the global fight against money laundering and the financing of terrorism. We have implemented a comprehensive Anti-Money Laundering (AML) program that includes risk-based policies, procedures, and internal controls designed to detect and prevent illicit financial activity. This includes rigorous customer due diligence, ongoing transaction monitoring, and regular assessment of client risk profiles in accordance with applicable laws and regulatory requirements.

Whistleblower Mechanism

TOWER maintains a clear and accessible reporting mechanism for all stakeholders, including employees, volunteers, and partners, to raise concerns related to misconduct, ethical violations, financial irregularities, or any behavior inconsistent with our values and policies. Reports can be submitted through designated email channels or in writing, and anonymous reporting is permitted where allowed by law. All reports are handled with discretion and directed to appropriate executive staff for review and action.

We are committed to protecting the confidentiality of anyone who raises a concern in good faith. Retaliation against individuals who report concerns, participate in an investigation, or refuse to engage in unethical conduct is strictly prohibited. Any act of retaliation will result in appropriate disciplinary action. TOWER values transparency and integrity, and this mechanism ensures that all stakeholders have a safe way to voice concerns and help maintain a culture of accountability.

Sustainability Statement

TOWER is committed to advancing sustainability across all areas of our work in alignment with the United Nations Sustainable Development Goals (SDGs). We recognize that long-term impact requires thoughtful stewardship of social, environmental, and economic resources. Our focus on Generational Health is designed to promote equity, resilience, and well-being, with particular emphasis on goals such as Good Health and Well-being (SDG 3), Reduced Inequalities (SDG 10), and Climate Action (SDG 13).

We strive to operate responsibly and transparently, integrating sustainability principles into our decision-making, resource use, and community engagement efforts. Whether through minimizing environmental impact, fostering inclusive participation, or supporting initiatives that drive systemic change, TOWER is dedicated to contributing to a more just, sustainable, and healthy future for current and future generations.

Responsible Investment Notice

TOWER Capital's Responsible Investment Notice is guided by the United Nations Principles for Responsible Investment (UN PRI), reflecting our belief that environmental, social, and governance (ESG) factors are critical to Generational Health outcomes. We aim to integrate ESG considerations into our investment analysis, selection, and management processes to ensure that our capital supports

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organizations and initiatives that align with our mission and contribute to sustainable and inclusive development.

In accordance with the UN PRI, we commit to actively incorporate ESG issues into decision-making, engage with partners and investors on matters of sustainability, and promote transparency in our investment activities. We avoid investments that conflict with our values or pose harm to communities or the environment, and we prioritize impact-focused opportunities that advance positive health, equity, and social outcomes. Through this Notice, TOWER Council seeks to ensure that our investments not only generate financial returns but also support meaningful, long-term generational outcomes.