



Tower Council Foundation Notices

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

For clarification, please communicate to contact@towercouncil.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.

These Notices apply to Tower Council Foundation as a U.S. nonprofit corporation recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, and, where explicitly stated, to its related entities and Vendor or Affiliates

Certain policies in this document apply to the Foundation's public-facing activities, while internal compliance policies for employees, officers, and directors are maintained separately within the Foundation's governance documents.

Table of Contents

1. Overview and Applicability of Notices
2. Tax-Exempt Status and Deductibility
3. Data Privacy & Use of Personal Data
 - a. What we collect, how we use/share/store it, and your rights
4. Donor Privacy, Gift Acceptance & Use of Funds
5. Political and Lobbying Activity
6. Public Disclosure of Records (Form 990 and Determination Letter)
7. Donation Refunds and Error Corrections
8. Website Terms & Conditions of Use
 - a. Includes cookies, third-party links, no-offer / no-reliance, and limitations of liability
9. Non-Discrimination, Diversity, Inclusion & Accessibility
10. Code of Ethics, Confidentiality & Conflicts of Interest (Summary)
11. Record Retention and Destruction
12. State Charitable Solicitation Registrations and Disclosures
13. Vendor and Affiliate Notice
14. Anti-Money Laundering (AML) Statement & Program
15. Whistleblower Mechanism
16. Sustainability Statement

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

Tax-Exempt Status and Deductibility

Tower Council Foundation is recognized by the Internal Revenue Service as a tax-exempt, nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code. Contributions to Tower Council Foundation may be tax-deductible to the extent permitted by law.

Our federal tax identification number (EIN) is: 93-3805907

Unless otherwise stated in writing, no goods or services are provided in exchange for donations. Nothing here is tax or legal advice and donors should consult their own advisors.

Data Privacy Notice

Tower Council Foundation 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@towercouncil.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").

Donor Privacy and Communications Preferences

Tower Council Foundation respects the privacy of our donors. We do not sell or rent donor information. Donor names may be listed in reports or acknowledgments unless a donor requests anonymity.

Donors and subscribers may opt out of receiving non-transactional communications (newsletters, event invitations, fundraising appeals) at any time by following the "unsubscribe" instructions in our emails or by contacting contact@towercouncil.org

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

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

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.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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; 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

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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:

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.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

Political and Lobbying Activity

Tower Council Foundation does not participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. The Foundation may engage in non-partisan public education and advocacy consistent with its charitable purposes and applicable law. Any lobbying activities, if undertaken, are insubstantial in relation to the Foundation's overall activities and are conducted in compliance with Section 501(c)(3) of the Internal Revenue Code and applicable state law.

Public Disclosure of Records

In accordance with IRS requirements, Tower Council Foundation will make its IRS determination letter and its three most recent annual information returns (Form 990 or applicable variant) available for public inspection upon request.

Requests may be submitted to: contact@towercouncil.org. Reasonable copying and mailing charges may apply as permitted by law.

Gift Acceptance and Use of Funds

Tower Council Foundation reserves the right to decline or return any contribution that is inconsistent with its mission, values, legal obligations, or risk management policies (including anti-money laundering and sanctions compliance).

Unless otherwise designated and accepted in writing as a restricted gift, contributions are used at the Foundation's discretion to further its charitable purposes. When the Foundation accepts a restricted gift, it will make reasonable efforts to honor the donor's stated intent; however, if circumstances change and a restriction becomes impossible, impracticable, or inconsistent with the Foundation's mission, the Foundation may modify the use of such funds in a manner consistent with applicable law.

Donation Refunds and Errors

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

Tower Council Foundation will consider requests to correct errors or adjust donations made in good faith, such as duplicate transactions or obvious mistakes. Refunds are handled on a case-by-case basis and may be limited where required by law or where funds have already been irrevocably used or committed.

To request a correction, please contact us at contact@towercouncil.org within 30 days of the transaction and include your name, contact information, donation amount, and transaction date.

Terms and Conditions of Use

By accessing or using this website (the "Site") of Tower Council Foundation 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.

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

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

Ownership of Materials on 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.

TOWER reserves all rights with respect to copyright and trademark ownership of all material on the Site, and will enforce such rights to the full extent of the law.

Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by TOWER or by third parties who have licensed their materials to TOWER and are protected by U.S. and international copyright laws. The compilation of all Contents on the Site is the exclusive property of TOWER and is also protected by U.S. and international copyright laws.

Cookies

We may collect certain aggregate and non-personal information when you visit the Site. We may collect this information through “cookie” technology. Cookies are bits of text that can be placed on your computer’s hard drive when you visit certain web sites. Cookies may enhance your online experience by saving your preferences while you are visiting a particular site. The “help” portion of the toolbar on most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. Remember, though, without cookies, you may not be able to take full advantage of all of the Site features.

Visitors from certain jurisdictions may be presented with cookie or tracking consent banners in accordance with applicable data protection laws.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

No Offers or Reliance

The information on this website is provided for informational purposes only. No Content or other material on the Site shall be used or considered as an offer to sell or a solicitation of any offer to buy the services of TOWER or any other issuer. Offers can only be made where lawful under, and in compliance with, applicable law.

TOWER makes no representations that transactions, products or services discussed on the Site are available or appropriate for sale or use in all jurisdictions or by all investors. Those who access the Site do so at their own initiative and are responsible for compliance with local laws or regulations.

While TOWER uses reasonable efforts to obtain information from reliable sources, TOWER makes no representations or warranties as to the accuracy, reliability or completeness of any information or document at the Site obtained outside of TOWER. Certain information on the Site may contain forward-looking statements, which reflect our views with respect to, among other things, our operations and financial performance. Such forward-looking statements are subject to various risks and uncertainties and speak only as of the date on which they are made. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from this indicated in these statements. You can identify these forward-looking statements by the use of words such as “outlook,” “indicator,” “believe,” “expect,” “potential,” “continue,” “may,” “should,” “seek,” “approximately,” “predict,” “anticipate,” “optimistic,” “intend,” “plan,” “estimate,” “aim,” “will” or the negative version of these words or similar expressions. TOWER undertakes no obligation to update publicly or revise any information on the Site, whether as a result of new information, future developments or otherwise. Opinions and any other Contents at the Site are subject to change without notice.

TOWER is not utilizing the Site to provide investment or other advice, and no information or material at the Site is to be deemed a recommendation to buy or sell any securities or is to be relied upon for the purpose of making or communicating investment or other decisions. In addition, no information, Content or other materials contained on the Site should be construed or relied upon as investment, legal, accounting, tax or other professional advice or in connection with any offer or sale of securities. Any transactions listed on the Site are included as representative transactions and are not necessarily reflective of overall performance. TOWER does not advise on the tax consequences of any investment.

Past Performance

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.

No Warranty; Limitation on Liability:

BY USING THE SITE, YOU EXPRESSLY AGREE THAT SUCH USE IS AT YOUR SOLE RISK. THE SITE AND RELATED SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. NEITHER TOWER NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, DESIGNERS, CONTRACTORS, DISTRIBUTORS, MERCHANTS, SPONSORS, LICENSORS OR THE LIKE (COLLECTIVELY, “ASSOCIATES”) WARRANT THAT USE OF THE SITE OR RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER TOWER NOR ITS ASSOCIATES WARRANT THE ACCURACY, INTEGRITY, COMPLETENESS, AVAILABILITY OR TIMELINESS OF THE CONTENT PROVIDED IN THE SITE OR THE MATERIALS OR

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

SERVICES OFFERED IN THE SITE NOW OR IN THE FUTURE. TOWER AND ITS ASSOCIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE SITE, INFORMATION ON THE SITE OR THE RESULTS OBTAINED FROM USE OF THE SITE OR RELATED SERVICES.

UNDER NO CIRCUMSTANCES WILL TOWER OR ITS ASSOCIATES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, COMMUNICATIONS LINE FAILURE, INTERNET FAILURE OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THE SITE, CONTENT, INCONVENIENCE OR DELAY. THIS IS TRUE EVEN IF TOWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

Any Content downloaded or otherwise obtained through the Site is done at your own discretion and risk and you are solely responsible for any damage to your computer or other electronic system or loss of data that results from the download of any such Content. The foregoing limitation of liability will apply in any action, whether in contract, tort or any other claim, even if an authorized representative of TOWER has been advised of or should have knowledge of the possibility of such damages.

Third Party Content and Linked Sites

References on this Site to any names, marks, products or services of third parties who may or may not be affiliated with TOWER, or hypertext links to third party sites or information or Content provided by third parties, are provided solely as a convenience to you and do not in any way constitute or imply our endorsement, sponsorship or recommendation of the third party, its information, materials or services. We are not responsible for the practices or policies of such third parties, nor the Content of any third party sites, and do not make any representations regarding third party materials or services, or the Content or accuracy of any material on such third party sites. Nor have we independently verified the content of any such third party sites. If you decide to link to any such third party sites, you do so entirely at your own risk. You are advised to review the terms of use and privacy policies of any website that you visit.

Warning Regarding Web Fraud and Phishing

Our name, brands and reputation may be misused by imposters and frauds publishing fake web sites and engaging in “phishing” scams seeking personal or confidential information.

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

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

Non-Solicitation

Content, attendee lists, and contact information made available through Tower Council Foundation websites, programs, or events may not be used to solicit Foundation employees, contractors, donors, partners, sponsors, speakers, or participants for competing commercial purposes without prior written consent from the Foundation.

This includes scraping, harvesting, or collecting email addresses or other personal information from Foundation platforms.

General, non-targeted job postings or public marketing not directed at Tower Council Foundation relationships are permitted.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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 Ethics & Conduct

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 Council Foundation 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.

Non-Discrimination and Equal Opportunity

Tower Council Foundation is committed to providing an environment and programs free from unlawful discrimination and harassment. The Foundation does not discriminate on the basis of race, color, religion, creed, sex, gender identity or expression, sexual orientation, age, national origin, disability, marital status, veteran status, or any other characteristic protected by applicable law in its programs, activities, employment practices, selection of volunteers, or dealings with partners and vendors.

Reasonable accommodations for individuals with disabilities are available upon request.

Diversity & Inclusion

Tower Council Foundation values diversity, equity, and inclusion and strives to ensure equitable access and representation across its programs and partnerships.

Accessibility & ADA / Program Access

Tower Council Foundation is committed to making its programs, events, and communications accessible to all individuals. Requests for accommodations may be submitted to contact@towercouncil.org. We will make reasonable efforts to meet all accommodation needs in accordance with applicable law.

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

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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) 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.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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 Council Foundation maintains a Board-level Conflict of Interest Policy that requires annual disclosure and recusal procedures for directors and officers. All board members are expected to comply with this policy.

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.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

The name, logo, and branding elements of Tower Council Foundation may not be used without prior written permission. Participation in programs or events does not imply endorsement by the Foundation.

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.

Document Retention

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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

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.

When engaging with international partners, Tower Council Foundation complies with applicable U.S. laws, including sanctions and export controls. International participants are responsible for ensuring compliance with their own jurisdictions.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

Record Retention and Destruction

Tower Council Foundation maintains a Record Retention and Destruction Policy that establishes minimum retention periods for key organizational records and governs the secure destruction of records when they are no longer needed, in compliance with applicable law (including obligations related to investigations and litigation). All employees, officers, directors, volunteers, and applicable vendors are expected to follow this policy.

State Charitable Solicitation Registrations and Disclosures

Tower Council Foundation is, or may in the future become, registered to solicit charitable contributions in certain U.S. states as required by law.

Required state-specific disclosures will be added to this Notice or to our donation pages as registrations are completed.

Registration in a state does not imply endorsement, approval, or recommendation of the Foundation by that state.

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 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

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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

Vendor or Affiliates may not use access to Tower Council Foundation's platforms, events, communications, or personnel to solicit Foundation employees, contractors, donors, partners, event participants, or other members of the Foundation community for unrelated or competing commercial purposes.

This includes scraping or harvesting contact information or using access to the Foundation ecosystem for independent prospecting.

If a signed agreement contains more specific terms, those terms will govern.

Non-Disparagement

Vendor or Affiliates must refrain from making knowingly false or maliciously misleading statements about Tower Council Foundation, its affiliates, directors, officers, employees, partners, or event participants.

This obligation does not restrict lawful reporting, protected speech, or disclosures required by applicable law.

Security and Data Risk Assessment

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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@towercouncil.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.

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

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

Prohibition on Private Benefit and Private Inurement

Tower Council Foundation's assets are dedicated exclusively to charitable purposes. No part of the net earnings of the Foundation inures to the benefit of any private individual or entity, except as reasonable compensation for services rendered or reimbursement of expenses incurred in carrying out the Foundation's exempt purposes. The Foundation is not operated for the benefit of private interests.

Anti-Money Laundering Statement & Program - TOWER Council Foundation

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

Tower Council Foundation 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.

Purpose

TOWER Council Foundation's Anti-Money Laundering (AML) Program is designed to safeguard the organization against the misuse of charitable funds and to ensure compliance with all applicable laws and regulatory expectations. The AML Program is a foundational element of our risk management practices and reflects our ongoing commitment to transparency.

1. Program Structure and Oversight

TOWER Council Foundation's AML framework is embedded into core operational workflows and guided by documented policies and procedures. Oversight of AML activities rests with the executive staff, who ensure that the organization's risk exposure is continually assessed and addressed in line with nonprofit best practices.

Rather than isolating AML responsibility within a single function, compliance responsibilities are shared across financial operations, donor management, and organizational leadership. This structure encourages cross-functional vigilance and aligns AML efforts with the organization's mission, scale, and evolving risk profile.

2. Risk Assessment Approach

The organization applies a **risk-based methodology** to evaluate potential vulnerabilities. Higher-risk contributions are subject to additional scrutiny prior to acceptance.

Risk assessments are reviewed annually and as needed when operational or external factors shift. This flexible framework ensures that controls remain proportional and relevant.

3. Internal Controls and Procedures

To mitigate AML risk, TOWER Council Foundation maintains internal controls across three key areas:

1. Donor Due Diligence

- Basic information is collected for all donors, including full name, address, and—when applicable - tax identification numbers or organizational registration details.
- For high-risk or institutional donors, additional documentation may be requested to verify legitimacy and funding source.

2. Transaction Monitoring

- Donation records are reviewed regularly to detect unusual patterns, such as large, rapid, or irregular contributions, donations from high-risk jurisdictions, or inconsistent donor behavior.
- Monitoring is performed manually using established thresholds and review protocols.

3. Escalation and Review

- Transactions flagged during the review process are escalated to executive staff for further evaluation.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

- Escalated cases are documented and addressed with appropriate due diligence steps prior to accepting or disbursing funds.

4. Audits, Reviews, and Documentation

Internal reviews of the AML program are conducted on a recurring basis. These reviews focus on:

- The adequacy of donor vetting procedures
- Adherence to internal policies
- Effectiveness of transaction monitoring protocols
- Proper documentation of high-risk donations

Findings from these reviews are logged and used to improve or update procedures. All AML-related materials, including review logs, escalation records, and due diligence documentation, are securely stored for reference and compliance purposes.

Although TOWER Council Foundation has not undergone a formal third-party AML audit to date, we are prepared to engage in external reviews should future circumstances require it. Our current internal approach provides a sufficient level of oversight for our scale of operations and risk exposure.

When necessary, adjustments have been made in response to findings during internal reviews. For example, the organization has strengthened documentation requirements and clarified thresholds for secondary review in response to observations about evolving donor behavior. These revisions have enhanced risk sensitivity and operational clarity.

5. Risk Categories and Due Diligence Standards

TOWER Council Foundation categorizes donors based on risk to determine the depth of vetting required. Examples include:

- **Low Risk:** Small one-time domestic donations from known individuals or partners.
- **Medium Risk:** Recurring donations, mid-size institutional support, or new donors with incomplete documentation.
- **High Risk:** Donations from international sources, donors based in high-risk jurisdictions, or contributions lacking clarity in source or purpose.

Each risk level corresponds to a specific due diligence protocol, including verification steps, additional forms, or approval requirements. Staff responsible for donor engagement and financial intake are trained to identify when further information is needed and to consult with executive staff as appropriate.

6. Transaction Monitoring and System Design

TOWER Council Foundation uses a manual monitoring process embedded in its financial review and donor management systems. This approach includes:

- Periodic review of all incoming donations
- Cross-checking flagged transactions against risk criteria
- Reviewing donor history and contribution behavior
- Logging and escalating questionable activity

Though the system is not automated, it is structured and replicable, with clear parameters for identifying anomalies. TOWER Council Foundation does not currently use a third-party AML software vendor but may explore automation solutions in the future if donation volume increases.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

7. Areas of Elevated Risk

The organization's AML risk profile is relatively low, given that we do not offer financial services, remittance programs, or correspondent banking functions. However, certain areas present elevated risk, including:

- Large donations from international entities
- Donations routed through intermediaries or with unclear source-of-funds information
- Contributions from regions subject to international sanctions or financial controls

In these cases, the organization follows enhanced due diligence procedures, which may include additional donor documentation, verification steps, and input from senior staff prior to acceptance.

8. Ongoing Commitment to Compliance

TOWER Council Foundation remains committed to strengthening its AML framework through regular review, staff education, and the refinement of policies based on practical experience and regulatory guidance. While the organization's current scale does not require a fully automated or externally audited system, the executive staff maintains continuous oversight and adapts procedures as needed to ensure compliance, transparency, and integrity in all financial activity.

Staff are encouraged to raise questions, report concerns, and stay engaged in maintaining AML awareness across all functions of the organization. Further training materials and updated guidance will be circulated as needed.

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. Reports will be reviewed promptly by designated executive staff or independent counsel, and appropriate corrective action will be taken where warranted.

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).

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*

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.

**This document is for informational purposes only and is subject to change without notice. It does not create contractual obligations or guarantees of any kind and may be updated, revised, or withdrawn by the Company at its discretion. For clarification, please contact us at contact@towercouncil.org. A response will be provided within 7 business days.*