Privacy and Data Protection Addendum (DPA)

1.   Definitions

Unless specified otherwise in the Agreement, capitalized terms shall have the following meaning:

Defined Term	Definition
Component	a section of this DPA which forms an integral part thereof and contains jurisdiction-specific provisions that supplement the general terms and conditions of this DPA.
Data Controller	the person or legal entity, public authority, agency or other body which, alone or jointly with others, determines why and how to process personal data.
Data Privacy Notice	the notice stating Gen II's policy on the protection of personal data available at gen2fund.com/privacy-policy/.
Data Processor	a person or legal entity, public authority, agency, or other body which processes personal data on behalf of the Data Controller.
Data Protection Legislation	any Applicable Laws, that relate to the privacy, data protection, confidentiality or security of personal data which applies to the Parties in the context of the Agreement.
Personal Data	any information relating to an identified or identifiable natural person, including: 1) identification data (such as name, family name, clients/customers numbers); 2) contact information (such as phone and fax numbers, email addresses, country of residence); 3) other relevant personal details (nationality, citizenship); 4) government identification numbers (social security numbers, tax number, copy of ID card); 5) financial and banking information; and 6) any other personal data reasonably provided to Gen II in the course of the Agreement. The Appendix lists each category of Personal Data that may be processed by Gen II as Data Processor under the Agreement.
process, processing, and other derivative forms of these terms	any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, transfer, disclosure by transmission, dissemination or otherwise making available, alignment or

	combination, restriction, erasure or destruction.
Standard Contractual Clauses or **SCCs**	the European Commission implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and, in respect of transfers from the United Kingdom, the Information Commissioner's International Data Transfer Addendum to the European Commission Standard Contractual Clauses (version B1.0, in force 21 March 2022), also known as the UK Addendum, in each case as amended or replaced by the European Commission or UK Government, respectively.

2.   General rules

(1)   Each Party shall comply with the applicable Data Protection Legislation.

(2)   In the event of conflict, ambiguity, or discrepancy between this DPA and the Agreement, the provisions of this DPA shall prevail in respect of data protection matters. The SCCs, where applicable between the Parties, shall prevail over this DPA.

3.   Processing operations and obligations

3.1.   Roles with regard to the Services

The Client acts as the Data Controller and Gen II acts as the Data Processor of any Personal Data concerning to individuals related to the business (or otherwise) of the Client, including employees, shareholders, investors, directors, board members, signatories, contact persons, prospective clients, representatives, beneficial owners (as further described in the Appendix), whether created or processed or made available to Gen II as part of, or in connection with, the Services..

3.2.   Details of the processing operations

The Appendix details:

(1)   The processing operations, in particular the categories of data subjects whose Personal Data is processed, the categories of Personal Data that is processed (including any sensitive data if applicable), the nature of the processing and the purposes for which the Personal Data is processed by Gen II on behalf of the Data Controller;

(2)   The technical and organizational security measures that are implemented by Gen II, taking into account the nature, scope, context and purpose of the processing, as well as the risks for the rights and freedoms of natural persons.

3.3.   Responsibility of the Client as Data Controller

(1)   As Data Controller, the Client is responsible for the lawfulness of Personal Data collection and disclosure to Gen II, and for the lawfulness of the data processing under the Agreement.

(2)   The Client confirms that it has procured each necessary consent and delivered each necessary notice to enable Gen II to process Personal Data pursuant to the Agreement.

(3)   The Client confirms that any Personal Data transfer and processing undertaken by Gen II when providing the Services:

   (i)   is undertaken for the legitimate interests of the Client; or
   (ii)   has been validly consented to by the relevant data subject(s); or
   (iii)   is required by an Applicable Law to which the Client is subject; or
   (iv)   is otherwise lawful under the Data Protection Legislation.

3.4.   Processing obligations of the Parties

The processing obligations of the Parties as per the applicable Data Protection Legislation are described in the relevant jurisdiction-specific Component(s), which supplement these general terms and conditions set out in Clauses 1 to 6 of this DPA. The Component(s) are agreed between the Parties, depending on the jurisdiction(s) that may apply and form an integral part of this DPA.

3.5.   Access to Personal Data

(1)   Gen II will only grant access to the Personal Data to:

   (i)   its employees who:

        (a) need to know it in order to perform Gen II's obligations under the Agreement, and

        (b) are bound to keep it confidential;

   (ii)   its sub-processors and agents, who in each case require access to the Personal Data to enable Gen II to perform its obligations under the Agreement; provided that such persons and entities shall have, in substance, the same obligations as Gen II as a Data Processor under the Data Protection Legislation, and Gen II will be responsible, to the extent and subject to the limitations of the Agreement, for breaches of such obligations by such persons and entities.

(2)   During legal proceedings, Gen II may disclose a copy or reproduction of Personal Data by photographic means or data processing procedures as judicial proof thereof, and give access to any court or competent authority thereof, provided that Gen II notifies the Client beforehand, unless such notice would prejudice Gen II or is not permissible by the Applicable Law.

3.6.   Reimbursement of costs and expenses

If any request of the Client requires Gen II to take steps beyond those directly imposed on it by the Data Protection Legislation, the Client shall reimburse Gen II for any related costs incurred by it.

4.   Sub-processing

4.1.   Authorization

Subject to the Agreement, the Client hereby provides a general written authorization to Gen II to engagement other Data Processors (Sub-Processors), including (i) any Affiliate of Gen II, and (ii) any other third-party service provider selected by Gen II based on criteria including their security, privacy

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and confidentiality practices. The Client authorizes Gen II to transmit the Personal Data to and share with its Sub-Processors in connection with the performance of the Services (including hosting Personal Data). Such sharing will include access to the Personal Data by designated personnel of Gen II's Sub-Processors on a need-to-know basis, at the discretion of Gen II.

4.2. Applicability of obligations to Data Processors

Gen II shall ensure that any Sub-Processor agrees via a written contract to comply with equivalent data protection obligations to those set out herein on Gen II as a Data Processor under the Data Protection Legislation and this DPA.

4.3. Vicarious liability

Gen II will be responsible, to the extent and subject to the limitations in the Agreement, for the performance of this DPA by any Sub-Processor it has engaged.

4.4. Changes of Data Processors

Gen II shall notify the Client of any intended addition or change of a Sub-Processor. Unless notifying Gen II of any objection within 5 days of being notified, the Client shall be deemed to accept the addition or change. If the Client reasonably objects, Gen II may (a) not make the addition or change to the extent it can still provide the Services or (b) terminate the Agreement.

5. Liability and Indemnity

5.1. Proportional liability for fines

Each Party will be liable for any fine imposed on them by any supervisory authority for violation of applicable Data Protection Legislation, in proportion to their respective contribution to any act or omission which resulted in such fines.

5.2. General limitations of liability apply

Gen II's liability to the Client is limited as set out in the Agreement.

5.3. Indemnity

Except for fraud, gross negligence or willful misconduct, the Client shall indemnify and hold harmless Gen II from and against all claims of third parties (including data subjects and supervisory authorities) raised against Gen II as a result of a breach of any of the provisions of this DPA and/or the Data Protection Legislation by the Client.

5.4. Remedies for non-compliance with Data Protection Legislation

If any audit reveals that Gen II, or a Service, is not in compliance with Data Protection Legislation, the exclusive remedy of the Client, and the exclusive obligation of Gen II shall be that: (i) the Parties will discuss such finding, and (ii) Gen II shall take, at its own cost, all corrective actions including any temporary workarounds necessary to comply with the provisions of the Data Protection Legislation.

Gen II may charge the Client for any corrective actions if the corrective actions were required due to changes in the Data Protection Legislation when they do not apply directly to Gen II.

6.   Assistance by the Client

The Client agrees to provide reasonable assistance to Gen II as may be requested by Gen II to comply with the data protection obligations described herein. This includes promptly answering data protection inquiries and collaborating in good faith with Gen II or its sub-processors' personnel in charge of processing Personal Data on behalf of the Client.

For any related questions, the Client may contact privacy@gen2fund.lu.

COMPONENTS
[Please note that only the Component(s) of jurisdictions applicable to the Client shall apply.]

GDPR COMPONENT
CCPA/CPRA COMPONENT
CAYMAN DPA COMPONENT
PIPEDA COMPONENT

GenII

APPENDIX

1. Description of the Processing

Categories of Data Subjects whose Personal Data is Processed:

Client's Investors and their respective directors, officers, shareholders and beneficial owners, and members of the management body of the Client.

Categories of Personal Data Processed:

The Personal Data transferred concern the following categories of data: Name, contact details (including postal and/or e-mail address), gender, date of birth, place of birth, nationality, passport number, citizenship, identity card with photo, proof of address, bank account data, IBAN and BIC codes, purpose of investment, source of wealth, profession, income, tax identifiers, tax status, tax certificates, power of attorney status, joint holders, related parties, beneficial owners, sanctions status, PEP status, previous contact details and addresses, telephone number, mobile number, salutation, contact preferences, base currency preferences, language preferences, interested parties, invested amounts.

Sensitive data Processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

As part of their compliance with legal obligations such as AML/KYC, Gen II may be required to Process special categories of Personal Data as defined by GDPR, including Personal Data relating to political opinions as well as criminal convictions and offences.

Applied restrictions/safeguards:

- o Strict purpose limitation to the necessary checks as required by applicable anti-money laundering and counter-terrorism fight legislation and regulations;
- o Access restricted only to the competent client teams via dedicated local folders and mailbox, with specialized training and audit logs; and
- o Prohibition of onward transfers.

Nature of the Processing:

Any operation or set of operations which is performed on the Personal Data in the context of the provision of the Services by Gen II to the Client on the basis of the Agreement, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, in accordance with the Client's instructions.

Purpose(s) for which the Personal Data is Processed on behalf of the Data Controller:

When the Agreement relates to Fund Services (including Administration, Luxembourg specific Administration and Compliance Services) and Tax Services: all activities related to the provision of the Services by Gen II as described in Section 2 and Schedule 2 of the Engagement Letter.

When the Agreement relates to Technology Services: as described HERE.

Duration of the Processing:

For the longer of (i) the Term of the Agreement or (ii) any legal recordkeeping or data retention obligation.

List of Sub-Processors:

Please refer to the online List of Sub-Processors

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2. Description of the technical and organizational security measures implemented by Gen II to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, as well as the risks for the rights and freedoms of natural persons.

Please refer to the Gen II Technical and Organizational Measures

Specific technical and organizational measures which apply to Gen II's (sub-)Processors:

Please refer to the Gen II Sub-Processors' Technical and Organizational Measures

3. Information required for the completion of the Standard Contractual Clauses

Clause 7 **« Docking Clause »**	Included
Clause 9 **« Use of sub-processors »** **Module Two**	OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least [Specify time period] in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
Clause 9 **« Use of sub-processors »** **Module Three**	OPTION 2: GENERAL WRITTEN AUTHORISATION The data importer has the controller's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub-processors at least [Specify time period] in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).
Clause 17 **« Governing Law »** **Module One**	OPTION 1: These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third- party beneficiary rights. The Parties agree that this shall be the law of the Grand Duchy of Luxembourg.
Clause 17 **« Governing Law »** **Module Two** **Module Three**	OPTION 2: These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of _____ the Grand Duchy of Luxembourg.

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Clause 17 « Governing Law » Module Four	These Clauses shall be governed by the law of a country allowing for third-party beneficiary rights. The Parties agree that this shall be the law of the Grand Duchy of Luxembourg.
Clause 18 « Choice of forum and jurisdiction » Module One Module Two Module Three	(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State. (b) The Parties agree that those shall be the courts of Luxembourg, Grand Duchy of Luxembourg. (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence. (d) The Parties agree to submit themselves to the jurisdiction of such courts.
Clause 18 « Choice of forum and jurisdiction » Module One Module Two Module Three	Any dispute arising from these Clauses shall be resolved by the courts of Luxembourg, Grand Duchy of Luxembourg.

SCCs ANNEX I

A. **LIST OF PARTIES**

MODULE ONE: Transfer controller to controller

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

Name: The Client (and its affiliates) as identified in the Agreement
Address: The Client's address as identified in the Agreement
Contact person's name, position and contact details: As identified in the "Notice" section of the Agreement
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Independent Controller

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

Name: Gen II and its affiliates
Address: Gen II's address as identified in the Agreement
Contact person's name, position and contact details: Global Data Protection Officer, privacy@gen2fund.lu
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Independent Controller

MODULE TWO: Transfer controller to processor

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

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Name: The Client (and its affiliates) as identified in the Agreement
Address: The Client's address as identified in the Agreement
Contact person's name, position and contact details: As identified in the "Notice" section of the Agreement
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Controller

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

Name: Gen II and its affiliates
Address: Gen II's address as identified in the Agreement
Contact person's name, position and contact details: Global Data Protection Officer, privacy@gen2fund.lu
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Processor

MODULE THREE: Transfer processor to processor

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

Name: The Client (and its affiliates) as identified in the Agreement
Address: The Client's address as identified in the Agreement
Contact person's name, position and contact details: As identified in the "Notice" section of the Agreement
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Processor

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

Name: Gen II and its affiliates
Address: Gen II's address as identified in the Agreement
Contact person's name, position and contact details: Global Data Protection Officer, privacy@gen2fund.lu
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Sub-processor

MODULE FOUR: Transfer processor to controller
Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

Name: Gen II and its affiliates
Address: Gen II's address as identified in the Agreement
Contact person's name, position and contact details: Global Data Protection Officer, privacy@gen2fund.lu
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Processor

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

Name: The Client (and its affiliates) as identified in the Agreement
Address: The Client's address as identified in the Agreement
Contact person's name, position and contact details: As identified in the "Notice" section of the Agreement
Activities relevant to the data transferred under these Clauses: the Services as described in the Agreement
Signature and date: As per the Agreement
Role (controller/processor): Controller

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B. **DESCRIPTION OF TRANSFER**

MODULE ONE: Transfer controller to controller
MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor
MODULE FOUR: Transfer processor to controller

Categories of data subjects whose personal data is transferred
As described in the Appendix of the DPA.

Categories of personal data transferred
As described in the Appendix of the DPA.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.
As described in the Appendix of the DPA.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
On a continuous basis as required for the provision of the Services.

Nature of the processing
Any operation or set of operations which is performed on the personal data in the context of the provision of the Services by the data importer to the data exporter on the basis of the Agreement, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Purpose(s) of the data transfer and further processing
As described in the Appendix of the DPA.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
For the longer of (i) the term of the Agreement or (ii) any applicable legal recordkeeping or data retention obligation to which Gen II is subject.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
The subject matter and nature of processing in case of transfers to (sub-) processors, shall be the same as set forth in the DPA. The duration of the processing shall not exceed the duration of the Agreement.

C.**COMPETENT SUPERVISORY AUTHORITY**

MODULE ONE: Transfer controller to controller
MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor
Identify the competent supervisory authority/ies in accordance with Clause 13

Commission Nationale pour la Protection des Données (CNPD), Grand Duchy of Luxembourg

SCCs ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE ONE: Transfer controller to controller
MODULE TWO: Transfer controller to processor

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MODULE THREE: Transfer processor to processor
As described in the Appendix of the DPA.

4. Information required for the completion of the UK Addendum

Table 1: Parties	The party details set out in the Agreement and the DPA shall apply and be deemed inserted into Table 1 of the UK Addendum
Table 2: Selected SCCs, Modules and Selected Clause	The first option in Table 2 of the UK Addendum shall be deemed to apply to clarify that the UK Addendum is appended to the SCCs set out in the Appendix of the DPA.
Table 3: Appendix Information	
Annex 1A: List of Parties	The information set out in the Agreement and the DPA shall apply and be deemed inserted into this Table 3 of the UK Addendum.
Annex 1B: Description of Transfer	The information set out in the Appendix of the DPA shall apply and be deemed inserted into this Table 3 of the UK Addendum.
Annex II: Technical and organisational measures	The information set out in the Appendix of the DPA shall apply and be deemed inserted into this Table 3 of the UK Addendum.
Annex III: List of Sub processors	The information set out in the Appendix of the DPA shall apply and be deemed inserted into this Table 3 of the UK Addendum.
Table 4: Ending this Addendum	Exporter, Importer.