

applicable law, *provided* that the terms of any such transaction are no less favourable to the Fund than could be obtained in arm's length negotiations with unrelated third Persons for similar transactions and shall be disclosed to the Advisory Committee annually);

(d) to set aside funds for reasonable reserves, anticipated contingencies and working capital, including for expenses and liabilities of the Fund and amounts in respect of the exercise price of options, warrants and similar securities or instruments purchased or received or anticipated to be purchased or received in connection with Portfolio Investments, to pay all amounts necessary in connection herewith and to bring, defend, settle and dispose of Proceedings;

(e) to engage or discharge consultants, custodians, depositaries, attorneys, placement agents, accountants, valuation experts, administrators and other agents and employees (including, for the avoidance of doubt, any Persons that the General Partner or the Manager, as the case may be, may consider in its discretion to be necessary, convenient or advisable to engage or discharge in order to comply with any requirements of the Alternative Investment Fund Managers Directive (2011/61/EU) and any delegated legislation, rules and guidance related thereto and any applicable laws, rules and guidance of any member state of the European Union related thereto), including Persons that may be Limited Partners or Affiliates thereof or Affiliates of the Manager, *provided* that the terms of any such engagement with an Affiliate of the Manager are no less favourable to the Fund than could be obtained in arm's length negotiations with unrelated third Persons for similar services and shall be disclosed to the Advisory Committee annually, and to authorise each such agent and employee (who may be designated as officers) to act for and on behalf of the Fund;

(f) (i) to retain the Manager to render investment management (including portfolio management and risk management), managerial and other services to the Fund as contemplated by Section 7.1, or as otherwise reasonably determined by the General Partner in connection therewith, (ii) to execute, deliver and perform its obligations under the Investment Management Agreement in the form attached as Exhibit 1 hereto and (iii) to amend or supplement such agreement, *provided* that such amendment or supplement is not inconsistent with the provisions of Section 7.1 and would not be reasonably likely to have an adverse economic effect on the Limited Partners. For the avoidance of doubt, any assignment or novation of the Investment Management Agreement by the General Partner on behalf of the Fund to a substitute or replacement manager that is an Affiliate of Deutsche Bank shall not be deemed to have an adverse economic effect on the Limited Partners, *provided* that such assigned or novated Investment Management Agreement is in the form attached as Exhibit 1 (as amended from time to time in accordance with the terms thereof);

(g) to execute, deliver and perform its obligations under contracts, agreements, documents and instruments of every kind, and amendments thereto, necessary or advisable to the offer and sale of Interests, to the acquisition, holding and