

agents (other than any Placement Agents) of any of the General Partner, the Manager and each of their respective Affiliates who have acted directly or indirectly on behalf of the Fund; each Advisory Committee Indemnitee; and any other third party designated by the General Partner as a Covered Person who serves at the request of the General Partner or the Manager directly or indirectly on behalf of the Fund.

“Damages” shall have the meaning set forth in Section 9.1(a).

“DB Private Equity” shall mean the private equity platform of the Asset and Wealth Management division of Deutsche Bank.

“Deed of Adherence” shall mean the deed of adherence executed by a Limited Partner in connection with its admission as a limited partner to the Fund.

“Default” shall have the meaning set forth in Section 5.7(a).

“Defaulted Amount” shall have the meaning set forth in Section 5.7(b).

“Defaulted Commitment” shall have the meaning set forth in Section 5.7(c).

“Defaulting Partner” shall have the meaning set forth in Section 5.7(a).

“Deutsche Bank” shall mean Deutsche Bank AG.

“Direct Secondary” shall mean an investment interest held by the Fund (directly or indirectly) in a portfolio of direct private equity assets (and any Follow-On Investments in any such investment interest, but not including any Co-Investment) as reasonably determined by the Manager as the context requires.

“Disabling Conduct” shall mean, (a) with respect to any Person other than voting members of the Advisory Committee (in their capacity as such), a material violation of this Agreement by such Person that, if curable, is not cured within (i) 30 days after a written notice describing such violation has been given to such Person or (ii) 60 days after such Person acquires actual knowledge of such violation; such Person’s conviction of a felony or a wilful violation of law by such Person; fraud, wilful misconduct, bad faith or Gross Negligence by or of such Person; or reckless disregard of duties by such Person in the conduct of such Person’s office and (b) with respect to each voting member of the Advisory Committee (in their capacity as such), fraud or wilful malfeasance by or of such member.

“Distributable Cash” shall mean cash received by the Fund from the sale or other disposition of, or dividends, interest or other income from or in respect