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License # 14859134.

EPISTEMIC MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU")

In the city of Tallinn, Estonia as of ____ of ____ 2020 ("Effective Date"), this MOU is entered by and between.-

[1] _____, domiciled in
_____ with identification number
_____ (the "Partner"); and

[2] Epistemic Foraging GP OÜ, a limited liability company duly incorporated in Estonia, domiciled at Narva mnt 5, 10117 Tallinn, with identification number 14859134 ("Epistemic" and together with Partners the "Parties"). Email: dealflow@epistemic.vc

WHEREAS

- I. The Parties, as clearly stated in the Adherence Agreement for limited partners in an Epistemic-managed fund, are independent businesses without any subordination, agency, or any other type of relationship between them other than commercial enterprises or individuals willing to freely collaborate at arm's length and the relationship established in the aforementioned Adherence Agreement;
- II. The Parties are not granting to each other any license, joint venture, stock option, exclusivity of any type, nor any other commitment other than to freely collaborate in normal course of business;
- III. The Partner has invested as limited partner in one of the funds managed by Epistemic; IV.
- IV. Based on the above, the Parties wish to collaborate in the following terms:

TERMS

§1 Marketing

The Partner can disclose that he or she is an investor in Epistemic and can mention that it is a key partner. Epistemic, provided that it follows the Partner's brand guidelines, has permission as of the Effective date to disclose that Partner is an investor and 'key partner' in its materials. Epistemic retains full rights to its brand, likeness, and the right to authorize permission to use or prevent using its brand.

§2 Fundraising

The Parties can, but are not obligated to, promote each other's fund or business for the purpose of fundraising –provided that the other Party did not have a preexisting connection to the investor introduced by the other Party. When a Party under this MOU introduces, supports, and actively facilitates the investment into the other Party, it shall have the right to a gross, one-time 5% (five percent) success fee, with a cap of EUR 250,000 (two hundred and fifty thousand euros), calculated over to the net investment once concluded and with the funds is fully at the disposal of the other Party. The payment term shall be 14 (fourteen) days from the latter and it shall require a prior delivery of an invoice with all the legal and tax requirements needed in the country of issuance.

§3 Incoming M&A

Whenever a Party decides to introduce, support, and actively facilitate investment targets to the other Party, with the prior acceptance of the other Party, it shall have the right to a gross, one-time 5% (five percent) success fee, with a cap of EUR 250,000 (two hundred and fifty thousand euros) of the successful acquisition, calculated over to the net investment once legally concluded by the Party and all the monies are fully at its disposal. The payment term shall be 14 (fourteen) days from the latter and it shall require a prior delivery of an invoice with all the legal and tax requirements needed in the country of issuance.

§4 Outgoing M&A

Whenever a Party decides to introduce, support, and actively facilitate an acquirer regarding the other Party's investments that are ripe for exit or nearing the fund's end of life, with the prior acceptance of the other Party, the facilitating Party shall have the right to a gross, one-time 2,5% (two point five percent) success fee, with a cap of EUR 1,000,000 (one million euros), calculated over to the net exit proceeds as per the rules of its fund. The payment term shall be 14 (fourteen) days from the successful event, monies being fully at the Party's disposal, and it shall require a prior delivery of an invoice with all the legal and tax requirements needed in the country of issuance.

§5 Data & Talent Sharing

The Parties can, but are not obliged to, share with each other portfolio data and market intelligence, in good faith and within the constraints of standard confidentiality terms to which they are bound. Moreover, the Parties can jointly work in the incubation of startups and founders, in good faith and agreeing on a case by case basis about the desired outcome and distribution of whatever proceeds occur as a consequence of such joint work.

The term of this MOU is indefinite and it can be terminated by either Party via a written notice with 30 (thirty) days in advance. All accrued monies between the Parties will survive this MOU as well as the confidentiality obligations. This is an MOU and the Parties will agree, on a case by case basis if needed, the length of confidentiality, joint work, cooperation details, and other particularities of the case. If two or more Partners coincide with an introduction and facilitation, the rewards stated herein shall be split among them.

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of arbitration of the Arbitration Center of the Luxembourg Chamber of

Commerce by one arbitrator appointed in accordance with said rules. The proceedings shall be entirely in English language and the governing law shall be that of the Grand Duchy of Luxembourg.

On behalf of the Partner

On behalf of Epistemic

By:

Position:

By:

Position: