



CAPITAL CONTRIBUTION COMMITMENT
(the “**Capital Contribution Commitment**”)

Full name

Address

ID number

E-mail

(the “**Investor**”)

Re: Epistemic Fintech Fund 1 SCSp

Dear Investor:

We are pleased to present you with a summary (this “**Summary**”) which outlines the core terms and conditions of an investment transaction (the “**Transaction**”) under which you, the Investor will adhere to the limited partnership agreement of Epistemic Fintech Fund 1 SCSp, a *Société en Commandite Spéciale* legally domiciled at c/o One Dome, S.à r.l., 70 route d'Esch, L-1470 Luxembourg (the “**SCSp**” or “**Partnership**”), formed for the purpose of acquiring, managing and disposing of a portfolio of primarily companies in the sector of financial technology (the “**Assets**”), and whose general partner is Epistemic Foraging GP Oü, a limited liability company (*Osaühing*) domiciled at Narva mnt. 5, EE-10117 Tallinn (“**Epistemic**” or “**General Partner**” and, together with the Investor, the “**Partners**”),

Purpose:	The Investor will adhere to the limited partnership agreement of Epistemic Fintech Fund 1 SCSp (<i>Société en Commandite Spéciale</i>)
Deal Terms (2/20)	The management fee is 2% per annum, calculated as per the limited partnership agreement. The Investor shall have a preferred return of 1.25x. Only after the Investor is paid in full plus the preferred return, Epistemic shall charge a 20% success fee.
Control Rights	Epistemic will manage both the strategy and the day-to-day operations of the Partnership at its sole discretion, subject to reserved matters:
Reserved matters	<ul style="list-style-type: none">• any tax or legal decision or action that would have a considerable and material adverse effect on the Partnership, the General Partners, and the Investors as a whole;• any material changes in investment strategy; and• any change in the accounting principles.

Distribution Waterfall	<p>The Partnership shall distribute available cash, once exit occurs and to the extent that it is sufficient, in the following order of priority:</p> <ol style="list-style-type: none"> 1) Repayment of Capital Contribution to the Investors. 2) Payment of preferred return of 1.25x. 3) Success fee of 20% for Epistemic and 80% remaining to Investors as per their ownership percentage. <p>Strategic Investors may have different percentages. Nevertheless, all Investors are repaid equally and at the same time as per their percentage.</p>
Structure and Documentation	Adherence Agreement to the Limited Partnership Agreement forming Epistemic Fintech Fund 1 SCSp (<i>Société en Commandite Spéciale</i>)
Transfer Rights	Customary restrictions/rights under Luxembourg law.
Transfer Restrictions and Lock-up	The Investor may not transfer any (direct or indirect) interests in the Partnership unless it is to an affiliated party and it is signed off by an external tax advisor of the General Partner's choosing, at the cost of the transferring Investor, indicating that such transfer will not cause material damage or disadvantage neither to the Partnership nor related parties, including but not limited to the remaining Investors.
Subcontracting	The General Partner has the right to subcontract the services of legal, accounting, tax, and any other advisors necessary to maintain the structure compliant and up-to-date with its obligations in any jurisdiction where it requires doing so.
Financing	The General Partner has the right to pursue and obtain any form of financing or apply for grants or any other sources of liquidity.
Guarantees	The General Partner may use any collateral at the disposal of the Partnership for pursuing additional financing.
Documentation	Upon execution of this Capital Contribution Commitment, the Investor shall execute the Adherence Agreement to the Limited Partnership Agreement of Epistemic Fintech Fund 1 SCSp (<i>Société en Commandite Spéciale</i>) and provide Epistemic with proof that it has transferred its Capital Contribution.
Confidentiality:	This Capital Contribution Commitment shall be kept confidential and shall not be disclosed to any third party unless required by applicable law, with the exception of advisors and partners also subject to no less confidentiality limits.
Commitment and Payment	<p>This Capital Contribution Commitment is intended to be binding for the Investor and gives rise to the right and obligation of entering into the Adherence Agreement to the Limited Partnership Agreement.</p> <p>If this Capital Contribution Commitment is acceptable to you, please execute a copy in the space provided below and return same to us at the earliest.</p>

	<p>The General Partner shall be legally bound by this Capital Contribution Commitment once its legitimate representative(s) countersign(s) it and return(s) it to you.</p> <p>Once both parties sign this Capital Contribution Commitment, the adherence to the limited partnership agreement shall be signed and the Investor will transfer its committed investment (into the account as informed by the General Partner) by or before the agreed date.</p>
<p>Governing Law:</p>	<p>THIS CAPITAL CONTRIBUTION COMMITMENT AND ALL CONTRACTUAL AND NON-CONTRACTUAL OBLIGATIONS RELATING HERETO SHALL BE GIVEN EFFECT AND CONSTRUED BY APPLICATION OF THE LAWS OF THE GRAND DUCHY OF LUXEMBOURG (WITHOUT REGARD TO THE PRINCIPLES THEREOF GOVERNING CONFLICTS OF LAWS), AND THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE GRAND DUCHY OF LUXEMBOURG. The parties agree that monetary damages may not alone be sufficient to remedy any breach by any party of any term or provision of this Capital Contribution Commitment. Accordingly, the parties acknowledge that remedies at law may be inadequate to protect against breach of this Capital Contribution Commitment and the parties hereby agree in advance to the granting of equitable relief, including injunction and specific performance, without proof of actual damages, in the event of any breach hereof. Such remedies shall not be deemed the exclusive remedies for a breach of this Capital Contribution Commitment but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Capital Contribution Commitment, if a court of competent jurisdiction determines that any party, or its directors, officers, partners, members, employees or agents have breached the terms contained herein, then the breaching party shall be liable and pay to the non-breaching party the reasonable legal fees incurred by the non-breaching party in connection with such litigation, including an appeal there from.</p>

We look forward to working with you on this transaction.

[Signatures on Following Page]

Very truly yours,

Capital contribution committed and payable:

Signature

In his/her own right or as representative of a legal entity, as stated above in the preamble of this Commitment letter

When returning this Capital Contribution Commitment signed, please include as well:

Individual	Copy of passport <u>and</u> national ID
	Copy of proof of residence (for example, utility bill)
(or)	
	Copy of company register extract in English, French or German
Legal entity	Copy of passport or national ID of the legal representative signing this document
	A signed structure chart showing the ownership % of the legal entity

Agreed to and Accepted this _____ of _____, 20__

Epistemic Foraging GP Oü, General Partner of Epistemic Fintech Fund 1 SCSp

Signature:

Name: Javier Reyes, OTT

Title: Legal Representative



Adherence Agreement

The Investor, as defined in the Capital Contribution Commitment (hereinafter referred to as the **"Incoming Limited Partner"**)

This Agreement is made on the date of signature noted below. Capitalized terms, unless otherwise defined herein, shall have the same meaning as those contained within the limited partnership Agreement as amended from time to time (the **"Agreement"**) regarding Epistemic Fintech Fund 1 SCSp (the **"Partnership"**) domiciled in Luxembourg and with R.C.S. code B240050.

By this Agreement, pursuant to the relevant clause of the Agreement, the Partnership appoints the Incoming Limited Partner to become a Limited Partner.

The Incoming Limited Partner hereby agrees with the Partnership and with each of the other parties to the Agreement to observe and be bound by all the provisions of the Agreement in all respects as if the Incoming Limited Partner were a party to such Agreement and were named therein as a Limited Partner.

The Incoming Limited Partner hereby agrees with the Partnership that upon its admission to the Partnership it will pay an initial Capital Contribution to the Partnership and authorizes the General Partner to amend Schedule 1 accordingly.

Any notices to be delivered to the Incoming Partner shall be delivered to the address stated above.

This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

This Agreement shall be governed by and construed in accordance with the laws of Grand Duchy of Luxembourg.

IN WITNESS WHEREOF this Agreement has been executed on the date stated above.

For and on behalf of the Incoming Limited Partner.-

Signature:

In his/her own right or as representative of a legal entity, as stated in the Capital Contribution Commitment.

For and on behalf of **Epistemic Fintech Fund 1 SCSp**
Its general partner **Epistemic Foraging GP Oü**

Signature:

By:

Title:

Date: