

**SUBSCRIPTION AGREEMENT**

**OF**

**LATAM FINTECH LENDING SPV-1, LP**

**A DELAWARE**

**LIMITED PARTNERSHIP**

**LEGALNOVA\***

14331 SW 120 ST, SUITE 101

MIAMI, FL 33186

## RECITALS

**THIS SUBSCRIPTION AGREEMENT** of **LATAM FINTECH LENDING SPV-1, LP** (the “**Partnership**”) is made and entered into by **LATAM FINTECH LENDING SPV-1, LP**, a limited partnership incorporated under the laws of the State of Delaware, is made and entered into by **THRIVE GENERAL PARTNER, LLC**, limited liability company incorporated under the laws of the State of Delaware, (the “**General Partner**”) and each undersigned (the “**Limited Partners**”) executing this agreement as of this [\*] of [\*] of 202[\*].

**NOW, THEREFORE**, the Parties agree as follows:

This **SUBSCRIPTION AGREEMENT** (this “**Agreement**”) is entered into by and between **LATAM FINTECH LENDING SPV-1, LP**, a Delaware limited partnership (the “**Company**”) [\*] (the “**Subscriber**”), in connection with a private offering by the Company (the “**Offering**”) through the sale to subscribers of Units (each, a “**Unit**” and, collectively, the “**Units**”) of the Company, pursuant to the pricing terms in the Company’s Offering Documents (defined below). All figures given herein are in United States Dollars.

### 1. SUBSCRIPTION FOR THE PURCHASE OF UNITS.

#### 1.1. Agreement to Sell and Purchase.

The Subscriber agrees to acquire a specific quantity of units from the Company, and the Company reciprocally agrees to issue and sell the aforementioned units (the “**Purchased units**”) to the Subscriber. This transaction is governed by the terms and conditions outlined in this Agreement.

#### 1.2. Consideration.

In exchange for the issuance and sale of the Purchased units, the Subscriber commits to subscribing for a specific number of units, denoted as Units, as a capital contribution to the company. The agreed-upon price per unit is USD \$100, resulting in a total Subscription Price Of \$[\*]. The Subscriber has the option to acquire the units through separate Closings (as defined in Section 2), adhering to the terms outlined in this Agreement. The Subscriber is required to remit payment through one of the following methods:

(a) by wiring payment of the Subscription Price to the account set forth below:

Bank Name: Choice Financial Group  
Bank Address: 4501 23rd Avenue S. Fargo, ND 58104  
Account Name: Latam Fintech Lending SPV-1, LP  
Account Number: 202487661880  
Routing Number: 091311229

OR

(b) by mailing a certified check, payable to “LATAM FINTECH LENDING SPV-1, LP” as follows:

LATAM FINTECH LENDING SPV-1, LP  
14331 SW 120 ST, SUITE 101  
Miami, FL 33186

**1.3. Term and Success Fee.**

The term of duration of the Limited Partner in the Fund shall be [\*] year, commencing on the date on which the contribution es effectively disbursed and received in the Fund’s accounts. The Success Fee to be paid by the General Partner to the Limited Partner for the duration of 1 year shall be [\*] % for the General Partner and [\*] % for the Limited Partner.

**2. CLOSING.**

**2.1. Initial Closing.**

The initial transaction involving the purchase and sale of the units will occur through a remote exchange of documents and signatures, or at a time and location determined by mutual agreement between the Company and the Subscriber, either verbally or in writing. This agreed-upon time and place are referred to as the "Closing." If there are multiple closings, the term "Closing" will be applicable to each instance unless otherwise specified.

**2.2. Rejection of Subscription.**

At or prior to the Closing, the Company reserves the right, at its sole discretion and for any reason, to choose not to approve the subscription from the Subscriber, either in its entirety or partially. If the Company decides to reject the subscription, it will reimburse the Subscriber for all funds submitted to the Company in association with the declined subscription.

**2.3. Default.**

Should the Subscriber neglect to fulfill their obligations outlined herein within five (5) days after receiving notice from the Company regarding such a lapse, the Company has the sole discretion to take the following actions: (a) in the case of a failure occurring before the Closing, decline to issue the units to the Subscriber; or (b) in the case of a failure happening after the Closing, trigger the return of all rights, title, and interest in the units to the Company, leading to the nullification of the transactions envisaged in this agreement.

**2.4. Failure of Closing to Occur.**

The Company is not liable to the Subscriber for (a) the non-occurrence of the Closing or (b) its inability to issue the Purchased units to the Subscriber.

**2.5. Obligations of Subscriber.**

At the Closing, Subscriber shall execute any other documents as are deemed by the Company to be appropriate, advisable or necessary to consummate the transactions contemplated hereby and thereby.

**2.6. Subscription Irrevocable.**

With the exception of circumstances covered by relevant state securities laws, this subscription is and will remain non-revocable from the Subscriber's side.

**3. REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.**

**3.1. Investor Status.**

**3.1.1. Investor Status.**

The Subscriber is not considered a "U.S. Person," which is defined as:

- (i) Any natural person residing in the United States;
- (ii) Any partnership or corporation formed or incorporated under U.S. laws;
- (iii) Any estate for which any executor or administrator is a U.S. Person;
- (iv) Any trust for which any trustee is a U.S. Person;
- (v) Any agency or branch of a foreign entity situated in the United States;
- (vi) Any non-discretionary account or similar account (excluding estates or trusts) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
- (vii) Any discretionary account or similar account (excluding estates or trusts) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (viii) Any partnership or corporation is included if (i) it is established or incorporated in any foreign jurisdiction, and (ii) it is created by a U.S. Person primarily for the intention of investing in securities not registered under the Securities Act, except if it is organized or incorporated and owned by accredited investors (as defined in Rule 501(a) of Regulation D under the Securities Act) who are not natural persons, estates, or trusts.

- 3.1.2.** As of the agreement's execution date, the Subscriber (i) is situated outside the United States, and (ii) is not acquiring the units for the benefit of any U.S. Person.
- 3.1.3.** The Subscriber commits not to resell the units except in compliance with Regulation S (Rule 901 through 905 and Preliminary Notes thereto), through Securities Act registration, or under an available exemption from registration. Additionally, the Subscriber agrees not to engage in hedging transactions related to such securities unless in adherence to the Securities Act.
- 3.1.4.** The Subscriber has not obtained the units due to, and will refrain from participating in, any "directed selling efforts" (as defined in Regulation S under the Securities Act) in the United States concerning the units. Such efforts include any activities intended to condition the U.S. market for the resale of the units or that could reasonably be anticipated to have such an effect. However, it is understood that the Subscriber may sell or dispose of the units in accordance with their registration under the Securities Act and applicable state and federal securities laws or under an exemption from registration requirements.

**3.2. Investment Intent.**

The Subscriber is acquiring the Purchased units for their own account, solely for investment purposes, and not with the intention of resale or distribution. The Subscriber has no formal or informal agreements, contracts, understandings, or arrangements with any person or entity to sell, transfer, or pledge all or any part of the Purchased units, including any associated interests or rights. Furthermore, the Subscriber currently has no plans to enter into such agreements, contracts, understandings, or arrangements.

**3.3. Offer to Purchase.**

The Subscriber submits an irrevocable offer to purchase the units, along with the total specified price. It is acknowledged that this subscription is irrevocable, and if the Subscriber is a natural person, it will endure beyond the Subscriber's death, disability, or other incapacity. The Company holds complete discretion to accept or reject this Agreement entirely, with no liability for any rejection. The Agreement is deemed accepted by the Company only upon its execution.

**3.4. Effect of Acceptance.**

Upon the Company's acceptance of this Agreement, it becomes a binding and fully enforceable contract between the Company and the Subscriber. Consequently, upon acceptance, the Subscriber assumes the status of the record and beneficial holder of the units, and the Company is entitled to receive the specified purchase price for the units outlined herein.

**3.5. Reliance on Representations.**

Subscriber understands that no federal or state agency has passed on or made any recommendation or endorsement of the units. Subscriber further understands that the Company, in offering the Purchased units for sale to Subscriber, is relying on the truth and accuracy of the representations, declarations, and warranties made by Subscriber herein and in the investor suitability questionnaire completed, executed, and delivered by Subscriber to the Company contemporaneously herewith.

**3.6. No Conflicts.**

The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated hereby will not, violate any terms of any material contractual restriction or commitment of any kind or character to which Subscriber is a party or by which Subscriber is bound.

**3.7. Risk of Loss.**

Subscriber is able to bear the substantial economic risks of an investment in the Company and to sustain a complete loss of such investment. Subscriber recognizes that the acquisition of the Purchased units involves a high degree of risk. Subscriber is cognizant of and understands all of the risks related to the purchase of the units. Subscriber has adequate net worth and means of providing for their current needs and possible personal contingencies and has no need for liquidity in this investment. Subscriber's commitment to investments which are not readily marketable is not disproportionate to his net worth and his acquisition of the Purchased units will not cause his overall commitment to such investments to become excessive.

**3.8. Access.**

The Subscriber acknowledges the availability of all documents, records, and books related to this investment for examination by themselves, their legal counsel, and accountants. The Subscriber, along with their counsel and accountants, has had the opportunity to review the documents provided, obtain any additional necessary information to verify the contents' accuracy, and engage with representatives of the Company or authorized individuals to inquire about and discuss the terms and conditions of this investment. In assessing the suitability of this investment, the Subscriber has solely relied on the information presented in the documents or responses to questions provided by the Company and has not based their decision on any other representations or information, whether oral or written. The Subscriber is making this investment without receiving any offering literature other than the mentioned documents or responses.

**3.9. Restrictions on Transfer.**

The Subscriber agrees not to sell or transfer the Purchased units except in accordance with the terms and conditions specified in the offering documents. Recognizing that the

units lack easy liquidity and no public or alternative market currently exists or is anticipated to develop, the Subscriber is aware that any resale inconsistent with the Securities Act or applicable state securities laws may result in liability for either the Subscriber or the Company. Therefore, the Subscriber commits not to assign, sell, pledge, transfer, or otherwise dispose of the units unless they are registered under the Securities Act and applicable state securities laws, or the Company is provided with an opinion of counsel deemed satisfactory by the Company, stating that such registration is unnecessary. The Subscriber understands that the Company will include a legend substantially in the form described in Section 5 of this Agreement on the back of any certificate representing the Purchased units.

**3.10. Additional or lesser amounts due to currency conversion or payment fees.**

Notwithstanding any other provision set forth in this Agreement, any amount actually transferred by the Subscriber to the Fund—whether greater or lesser than the amount expressly agreed as the Subscription Price in this Agreement—as a result of currency conversion, bank fees, charges associated with the payment method used, or other similar costs, shall be deemed incorporated into and considered as part of the total value of the Purchase. Accordingly, such amount—whether higher or lower—shall be treated as the final Subscription Price and shall not be subject to refund or further adjustment. It shall remain irrevocably in favor of the Fund and shall be subject to the ordinary treatment of invested funds in accordance with the terms of this Agreement. The final amount effectively received and treated as the Subscription Price shall be detailed in the welcome communication sent to the Subscriber by the Fund.

**4. ADDITIONAL REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.**

- 4.1.** The Subscriber has been provided with the Confidential Private Placement Memorandum for Non-U.S. Persons concerning the Company and the units (referred to as the "Offering Documents"), and, upon request, other pertinent documents. Careful consideration has been given to the Offering Documents and any additional documents requested by the Subscriber. All documents related to the Company's business, finances, operations, and any information deemed vital for an informed investment decision regarding the acquisition of the units have been provided to the Subscriber. The Subscriber has had the opportunity to thoroughly review these documents and materials, along with the information they contain. They have also been afforded the chance to pose questions to the Company and its management.

The Subscriber recognizes that discussions and any written information provided by the Company aimed to portray significant aspects of the Company's business and prospects. However, it is understood that such information may not necessarily be exhaustive or comprehensive. Except as explicitly stated in this Agreement, the Company does not provide any representation or warranty regarding the completeness of such information or any representation or warranty concerning information from entities other than the Company. Certain information may involve future performance projections for the

Company, and the Subscriber acknowledges that these projections may not materialize, could be based on incorrect assumptions, and may be influenced by factors beyond the Company's control.

Furthermore, the Subscriber acknowledges and declares that they are acquiring the units even if the Company discloses certain material information in the future that the Subscriber has not received, including the financial results of the Company for its current fiscal quarters. The Subscriber's inquiries and any due diligence conducted do not alter, amend, or affect the Subscriber's right to rely on any representations and warranties, if any, provided by the Company in this Agreement. The Subscriber has sought necessary accounting, legal, and tax advice to make an informed investment decision regarding the units. They confirm having the full power and authority to make the representations mentioned herein, to purchase the units, and to execute and deliver this Agreement.

- 4.2.** The Subscriber has comprehensively read, understood, and is familiar with the Offering Documents, this Agreement, the units, and the Company's business and financial matters.
- 4.3.** The Subscriber, either individually or with their advisors (excluding any securities broker/dealers receiving compensation from unit sales), possesses the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of investing in the units. They are capable of bearing the associated risks and comprehend the considerations related to unit purchase. The Subscriber and their advisors have had a reasonable opportunity to pose questions to the Company about the units. The Subscriber's financial condition enables them to withstand the risk of holding the units acquired under this Agreement for an indefinite period and the risk of a complete loss of their investment in the Company.
- 4.4.** The Subscriber has conducted an investigation into the acquisition of the units to the extent they deemed necessary or desirable, and the Company has provided any reasonable assistance requested by the Subscriber in connection with the investigation.
- 4.5.** The Company, its representatives, or any securities broker/dealer have not provided any representations or warranties to the Subscriber beyond those explicitly outlined in this Agreement.
- 4.6.** The Subscriber acknowledges that no individual other than the Company has been authorized to make representations, and any such representation, if made, cannot be relied upon unless it is in writing and signed by the Company. The Company, however, has not provided investment advice to the Subscriber regarding suitability.

## **5. RESTRICTIVE LEGENDS AND STOP TRANSFER ORDERS.**

### **5.1. Inscriptions and Notifications.**



Any certificate or certificates representing the securities within the units, or notices of issuance concerning uncertificated units, shall display the following inscriptions or notifications, as relevant, (in addition to any inscriptions or notifications, as relevant, mandated by pertinent state and federal corporate and securities laws):

*"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended ('the Securities Act'), and may not be sold, pledged, hypothecated, donated, or otherwise transferred, whether or not for consideration, unless either the securities have been registered, or an exemption from such registration requirement is available under the Securities Act. If an exemption from the registration requirement is claimed, the Partnership may require a written opinion of counsel, satisfactory to counsel for the Partnership, confirming that an exemption from registration is applicable.*

*In addition, the sale, transfer, and other disposition of these securities are subject to the terms of this Limited Partnership Agreement, as amended from time to time, by and among the Partnership and the parties signatory thereto, including the holder hereof (the 'Partnership Agreement'), a copy of which Partnership Agreement is on file at the offices of the Partnership. No transfer of such shares shall be valid or effective except in accordance with the Partnership Agreement."*

The Subscriber hereby acknowledges and agrees to the Company making a notation on its records or giving instructions to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Agreement.

#### **5.2. Stop-Transfer Notices.**

Subscriber agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

#### **5.3. Refusal to Transfer.**

The Company shall not be required (i) to transfer on its books any units that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such units or to accord the right to vote or pay dividends to any Subscriber or other transferee to whom such units shall have been so transferred.

### **6. INDEMNIFICATION.**

The Subscriber acknowledges an understanding of the meaning and legal implications of the representations and warranties outlined in this Agreement. Consequently, the Subscriber agrees to indemnify and hold harmless the Company, any affiliate of the Company, and the officers, members, managers, associates, agents, and employees of the Company and their affiliates, as

well as any professional advisers to these parties, from any loss, damage, or liability (including costs and reasonable attorneys' fees) resulting from a breach of any representation, warranty, or acknowledgment by the Subscriber or a failure to fulfill any obligation, whether stated in this Agreement or any other document completed in connection with the sale of the Purchased units to the Subscriber. This indemnification also extends to losses arising from the sale or distribution of securities by the Subscriber in violation of the Securities Act or any relevant state securities laws. Despite the representations, warranties, acknowledgments, or agreements made in this Agreement, the Subscriber does not, through this provision, waive any rights granted to them under federal or state securities laws.

**7. CONFIDENTIALITY.**

The Subscriber, acting on their behalf and on behalf of their designated representative, if any, commits to maintaining the confidentiality of any nonpublic information related to the Company that they may come across through this Agreement or otherwise. This confidentiality obligation does not extend to (a) information already known to such individuals, acquired from sources other than the Company, or (b) any information that is public knowledge on or after the date of this Agreement, regardless of any action or inaction by the undersigned or designated representatives of the Subscriber.

**8. REPRESENTATIONS AND WARRANTIES CONCERNING PATRIOT ACT; ANTI-MONEY LAUNDERING; OFAC.**

- 8.1.** Before proceeding with the following representations, the Subscriber is advised to consult the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac>. The Subscriber now affirms and assures the Company of the following: 8.1. The Subscriber asserts that (i) none of the funds utilized for acquiring the units or fulfilling their capital commitment obligations are, or will be, directly or indirectly derived from activities that may violate United States federal or state laws or regulations, including those related to anti-money laundering, and (ii) no capital commitment, contribution, or payment made by the Subscriber to the Company, and no distribution received by the Subscriber, will lead the Company to breach any applicable anti-money laundering laws or regulations. This includes, without limitation, compliance with Title III of the USA PATRIOT ACT of 2001 and the regulations of the United States Department of the Treasury Office of Foreign Assets Control. The Subscriber acknowledges that, as mandated by anti-money laundering laws or regulations, the Company may restrict capital contributions, limit distributions, or take other reasonably necessary actions related to the units, and the Subscriber waives any claims against the Company or any other party in connection therewith. U.S. federal regulations and executive orders overseen by OFAC prohibit transactions and the provision of services to certain foreign countries, territories, entities, and individuals. The OFAC website at <http://www.treas.gov/ofac> provides lists of prohibited countries, territories, persons, and entities. Additionally, the programs administered by OFAC ("OFAC Programs") forbid transactions with individuals or entities in specific countries, regardless of their presence on the OFAC lists.

- 8.2.** To the best of the Subscriber's understanding, none of the following individuals or entities: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) in the case of a privately held entity, any person with a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as an agent or nominee in connection with this investment, is identified as a country, territory, individual, or entity on an OFAC list, or a person or entity prohibited under the OFAC Programs. It should be noted that the Company may decline amounts from a prospective investor unable to make the representation outlined in this paragraph. The Subscriber commits to promptly inform the Company of any changes in the information provided in these representations.

The Subscriber acknowledges that, as required by law, the Company may be compelled to "freeze the account" of the Subscriber, which may involve prohibiting additional subscriptions, rejecting redemption requests, and/or segregating account assets in compliance with governmental regulations. Additionally, any broker involved may be obligated to report such actions and disclose the Subscriber's identity to OFAC. The Subscriber further recognizes that the Company may, through written notice, suspend the redemption rights, if any, of the Subscriber if deemed reasonably necessary to comply with anti-money laundering regulations applicable to the Company, any Broker, or any of the Company's other service providers. These regulations encompass specially designated nationals, specially designated narcotics traffickers, and other parties subject to OFAC sanctions and embargo programs.

- 8.3.** To the best of the Subscriber's knowledge, none of the following individuals or entities: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately held entity, any person with a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as an agent or nominee in connection with this investment, qualifies as a senior foreign political figure, or an immediate family member or close associate of a senior foreign political figure, as defined in the footnotes below.
- 8.4.** If the Subscriber has an affiliation with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber handles deposits from, makes payments on behalf of, or engages in other financial transactions related to a Foreign Bank, the Subscriber assures the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country where it is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed it to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that lacks a physical presence in any country and is not a regulated affiliate.
- 8.5.** The Subscriber acknowledges that, as applicable, the Company will strive to adhere to the provisions of the Foreign Account Tax Compliance Act within the U.S. Internal Revenue Code and any associated rules, regulations, forms, instructions, or guidance issued. In support of these efforts, the Subscriber agrees to promptly furnish any additional documentation or information, along with updates as necessary, as requested

by the Company to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that the failure to promptly comply with such requests or provide additional information may lead to the withholding of amounts related to, or other restrictions on, distributions made to the Subscriber and other reasonably necessary or advisable actions by the Company concerning the units (including, but not limited to, required withdrawal). The Subscriber waives any claim and refrains from pursuing any claim against the Company or any other party in connection therewith.

## **9. ANTI MONEY LAUNDERING REQUIREMENTS.**

### **9.1. The USA PATRIOT ACT.**

The USA PATRIOT Act is crafted to identify, prevent, and penalize terrorists both within the United States and internationally. This legislation introduces additional anti-money laundering obligations for brokerage firms and financial institutions. Starting from April 24, 2002, all brokerage firms are mandated to establish robust anti-money laundering programs.

In order to enhance Subscriber's comprehension of these initiatives, we aim to furnish Subscriber with details about money laundering and our measures for executing the USA PATRIOT Act.

### **9.2. What is money laundering?**

Money laundering involves concealing unlawfully acquired funds to make them seem like they originate from lawful sources or activities. This process is associated with a broad range of criminal activities, such as illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.

### **9.3. How big is the problem and why is it important?**

The utilization of the U.S. financial system by criminals to support terrorism or engage in other criminal activities has the potential to negatively impact our financial markets. As per the U.S. State Department, a recent assessment suggests that the global money laundering activity amounts to approximately US\$1 trillion annually.

### **9.4. What are we required to do to eliminate money laundering?**

In accordance with the regulations mandated by the USA PATRIOT Act, our anti-money laundering program is obligated to appoint a dedicated compliance officer, implement employee training, carry out independent audits, and formulate policies and procedures for identifying and reporting suspicious transactions to ensure adherence to the new laws.

As a component of our obligatory program, we might request Subscriber to furnish various identification documents or additional information. Until Subscriber furnishes

the required information or documents, we may be unable to execute any transactions on behalf of Subscriber.

## **10. GENERAL PROVISIONS.**

### **10.1. Applicable Law.**

The validity, interpretation, construction, and execution of this Agreement, along with all actions and transactions carried out under it and the rights and obligations of the involved parties, shall be governed, construed, and interpreted in accordance with the laws of the State of Delaware, without giving consideration to conflict of law principles.

### **10.2. Entire Agreement.**

This Agreement represents the complete agreement and understanding between the parties concerning the subject matter herein, and it supersedes all prior or contemporaneous discussions, understandings, and agreements, whether spoken or written, on the same subject.

### **10.3. Changes and Waivers.**

No alteration or amendment to this Agreement, and no waiver of any rights under this Agreement, shall be valid unless documented in writing and signed by the parties involved. The absence of prompt enforcement or failure to insist on the performance of any provision of this Agreement shall not be deemed a waiver of that provision in that instance or any other.

### **10.4. Successors and Assigns.**

Unless otherwise stated in this Agreement, the terms of this Agreement and the responsibilities and rights of the involved parties will be binding on and benefit their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company holds the right to transfer any of its rights and obligations outlined in this Agreement. Other parties to this Agreement are prohibited from assigning their rights and obligations under this Agreement, whether voluntarily or by operation of law, without the prior written consent of the Company.

### **10.5. Notices.**

Any notice, demand, or request mandated or permitted by this Agreement must be in writing and is considered delivered when personally handed over, sent via overnight courier, transmitted by email, or 48 hours after being sent through the U.S. mail as certified or registered mail with prepaid postage. Notices should be directed to the notified party's address as indicated on the signature page or the most recent address in the Company's records if not specified.

### **10.6. Severability.**

If any provision of this Agreement is deemed unenforceable under applicable law, the parties commit to renegotiate such provision in good faith. In the absence of reaching a mutually agreeable and enforceable replacement, the provision in question will be excluded, and the remainder of the Agreement will be construed as if such provision were excluded, remaining enforceable according to its terms.

**10.7. Construction.**

This Agreement, resulting from negotiations and review by all parties and their respective counsel, if any, is considered the outcome of collaborative efforts. Consequently, no ambiguity will be interpreted in favor of or against any single party.

**10.8. Counterparts.**

This Agreement may be executed in multiple counterparts, each treated as an original upon execution and delivery. All counterparts together constitute a singular, unified agreement.

**10.9. Electronic Delivery.**

The Company retains the discretion to deliver any documents related to this Agreement through electronic means. Subscriber hereby consents to receive such documents through electronic delivery.

*[Remainder of page intentionally left blank. Signatures appear on the following pages.]*

**LATAM FINTECH LENDING SPV-1, LP**  
**LIMITED PARTNER SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the undersigned has signed this Agreement to acquire limited partnership Units (referred to as "Units") in **LATAM FINTECH LENDING SPV-1, LP** (referred to as the "Partnership"). This page serves as the signature page for both (i) the Subscription Agreement detailing the investment amount indicated below and (ii) the Limited Partnership Agreement of the Partnership. Upon approval by the General Partner, the undersigned will become a Limited Partner of the Partnership and hereby grants consent for this signature page to be affixed to a counterpart of the Limited Partnership Agreement signed by the General Partner.

ACCEPTANCE \_\_\_\_\_

<b>Name</b>	[*]
<b>Residence Address</b>	[*]
<b>Phone number</b>	[*]
<b>Government Tax ID Type</b>	[*]
<b>ID Number</b>	[*]
<b>Email address</b>	[*]

ACCEPTANCE \_\_\_\_\_

<b>By</b>	<b>LATAM FINTECH LENDING SPV-1, LP</b>
<b>Name</b>	<b>THRIVE GENERAL PARTNER LLC</b>
<b>Email address</b>	<b>thrivecapital@mitraxcapital.com</b>

**Exhibit A**  
**W8-BEN**  
(Attached)



**Exhibit B**  
**Know-your-Client (KYC)**  
(Attached)

**Exhibit C**  
**Limited Partnership Agreement (LPA)**  
(Attached)

**Exhibit D**  
**Private Placement Memorandum (PPM)**  
(Attached)