



LIMITED PARTNERSHIP AGREEMENT

TERM SHEET SUMMARY

Of Latam Fintech Lending SPV-1, LP



1. Background

LATAM FINTECH LENDING SPV-1, LP is a limited partnership formed under the laws of the state of Delaware (the “Company”).









The Company shall be the bridge between investors and fintech companies looking for funding, taking into account the risks involved in a fund investment operation, with the purpose of offering the opportunity to own fractions of an investment fund that will generate income outside the United States (the Units).

The mission of the Company is...

to seek funding for Fintechs who develop products and services that promote financial inclusion and access to credit for underbanked or underserved individuals especially in Latam, as well as micro, small and medium-sized enterprises (MSMEs) through the developing, managing and operating electronic platforms and offering of products and services supported by information and communication technologies ICT, which help reduce the gap between those who have access to credit and those who do not.

The Term Sheet must be read in conjunction with the Limited Partnership Agreement. The Agreement shall prevail unless expressly indicated otherwise. Capitalized and undefined terms not otherwise defined herein shall bear the meaning ascribed to them in the Agreement.

2. General Terms

	FUND	PARTNERS	MANAGEMENT	
	RELEVANT DATES AND PERIODS			
	FUND RESOURCES			
	Know your client (KYC)			



FUND	
<i>Name, Address and email</i>	<ol style="list-style-type: none">1. Name of the LP: "Latam Fintech Lending SPV-1, LP".2. Address: 14331 SW 120 ST, SUITE 101 MIAMI, FL 331863. Email: thrivecapital@mitraxcapital.com
<i>The Offering</i>	<p>The aggregate commitments to the Fund and all Alternative Investment Structure (if any) shall not exceed:</p> <ol style="list-style-type: none">1. Maximum Offering: Units available at the moment of purchase.2. Offering Price Per Unit: USD\$1003. Minimum Subscription Amount per Investor: USD\$30,000 or 300 Units4. Maximum Subscription Amount per Investor: Units available at the moment of purchase.5. Form(s) of payment: U.S. dollars6. Units will be backed by such equity on the company on 1 to 1 ratio7. Targeted returns: 12% of the invested amount
<i>Term</i>	<p>The Company will attempt to sell the Units during an offering period commencing on the date of the Memorandum and expiring on the earlier to occur of:</p> <p>(i) the date on which the Maximum Amount has been subscribed for and accepted by the Company or</p> <p>(ii) December 31th, 2025, unless extended by the Company, in its sole discretion, (such period being hereinafter referred to as the "Offering Period").</p>
<i>Duration of the Partnership</i>	<p>The Fund's existence will persist until the 10th year of the Initial Closing Date and the Duration can be extended by the General Partner for up to five (5) years to facilitate orderly liquidation</p>



PARTNERS	
<i>General Partner ("GP")</i>	<ol style="list-style-type: none">1. Name of the GP: Thrive General Partner, LLC2. Address: 14331 SW 120 ST, SUITE 101 MIAMI, FL 331863. Email: thrivecapital@mitraxcapital.com
<i>Limited Partners ("LPs")</i>	<ol style="list-style-type: none">1. Non-U.S. Persons.2. Faculty to reject any subscription: Reserved for Latam Fintech Lending SPV-1, LLC or Thrive General Partner, LLC
<i>Marketeers</i>	Commissions: Not included








MANAGEMENT	
<i>Fund Manager</i>	<p>The Fund Manager shall be:</p> <ul style="list-style-type: none">• Thrive General Partner, LLC, who will appoint Mitrax, LLC, to provide management services to the Fund. <p>The Managing Directors appointed to this Fund shall be:</p> <ul style="list-style-type: none">• Aurelio Tobón Estrada (Manager of the fund manager)• Juan E. Saldarriaga (Representative of Mitrax Capital as a service provider to General Partner)



MANAGEMENT	
<i>Managing Activities</i>	The Managing activities of the Fund Manager shall be appointed by the GP, according to its criteria and necessities identified for the Fund. For that, a management agreement shall be entered between the GP and the Fund Manager.
<i>Management Fee</i>	<p>The Partnership may pay the General Partner and the Fund Manager a management fee (the "Fund Management Fee") for the services to be provided hereunder and pursuant to a management agreement at a rate determined by the Partnership and General Partners.</p> <ul style="list-style-type: none">• 4% yearly to the Fund Manager on a monthly basis. <p>The Fund Manager will be responsible for collecting their Management Fee and the one corresponding to the General Partner, if applicable.</p>
<i>Use of Proceeds</i>	<ol style="list-style-type: none">1. Costs of Offering.2. Operational Cost.3. Other general corporate purposes of the SPV and affiliates.



RELEVANT DATES AND PERIODS	
<i>Relevant dates</i>	The following dates and periods shall be reviewed by the LPs to know the prominent moments of the Fund

-  **"Commencement Date"** shall mean the date on which the Partnership first makes any investment other than a Permitted Temporary Investment.
 - 17th of May, 2024
-  **"Final Closing Date"** the period from the Initial Closing Date until and through the date determined by the General Partner as the date of the final closing date.
 - It shall be the date when all the Fund's obligations with the Limited Partners and third parties are fulfilled.
-  **"Initial Closing Date"** shall mean the date on which the LPA is executed and delivered.
-  **"Initial Funding Date"** shall mean the first date on which any Partner makes a Contribution.
-  **"LP's Duration in the Fund"** shall mean the time that each Limited Partner will remain in the fund which shall be a minimum of 1 year up to 2 years.



FUND RESOURCES

Capital Contributions	<p>» From the GP: The General Partner shall not be required to but may make capital contributions to the Partnership.</p> <p>The General Units shall have the right to the management and control of the Partnership.</p> <p>» From the LPs: The Interest of the Limited Partners shall be represented in the amount of Units subscribed.</p> <ul style="list-style-type: none">• Interest: The percentage resulting from calculating the number of Units purchased in proportion to the number of Units existing at the time of signing the Subscription Agreement. <p>The liability of each Limited Partner to the Partnership, in its capacity as such, shall be limited to any capital contributions.</p> <p>No Limited Partner, in its capacity as such, shall take any part in the control of the affairs of the Partnership, or undertake any transactions on behalf of the Partnership, or have any power to sign for or to bind the Partnership. No Limited Partner shall have the right or power to cause the termination and dissolution of the Partnership.</p> <p>The Limited Partners <i>shall collectively own one hundred percent (100%) of the Limited Units</i>, unless such ownership is subject to General Partner's purchase</p>
Carried Interest	No carried interest will be caused in favour of the General Partner.
Success Fees	<p>Success Fees are payable to the Partners upon achieving specific, predefined performance benchmarks related to the profitability and success of the fund. The following shall be the distributions between the Partners:</p> <ul style="list-style-type: none">• If the <i>LP's Duration in the Fund is 1 year</i> the Success Fees shall be distributed as follows: 90% General Partner - 10% Limited Partner• If the <i>LP's Duration in the Fund is 2 years</i> the Success Fees shall be distributed as follows: 10% General Partner - 90% Limited Partner
Fund Allocations	<p>The Fund shall establish and maintain for each Partner a separate Capital Account on its books and records in accordance with the Agreement.</p> <p>Profit and Loss of the Fund for each Accounting Period shall be allocated to the Partners' Capital Accounts as prescribed in the Agreement.</p>

Know how the distribution will work



Distributions

The Partnership shall distribute proceeds from operations (less any cash reserves established by the General Partner which, in its sole discretion, is deemed necessary for the prudent operation of the Partnership).

» The proceeds shall be distributed for the Limited Partners as follows:

- First, the proceeds will be applied to the corresponding Success Fees of each Limited Partner every quarter.
- Then, the remaining distributable proceeds of the Fund shall be applied to the amount used for the purchase of the Units.

» The amount used for the purchase of the Units will be returned in 3 monthly instalments following the acceptance of such return within a term no longer than 60 days after the notification (Return of Units).

If the Limited Partner does not accept the Return of Units it will be reinvested in the operation of the Fund.

Except that earnings may be retained by the Partnership and transferred to Partnership capital for the reasonable needs of the business as determined at the sole discretion of the General Partner.

Tax distributions and reports shall be made by the General Partner.

- On a yearly basis within 90 days after the close of each fiscal year.
- Within 180 days of the closing of each fiscal year, the GP will inform a list of the Partnership's Portfolio investments, valued at Fair Market Value.



Know your client (KYC)

- Collect personal details including full name, date of birth, address, and contact information.
- Obtain government-issued identification (e.g., passport, driver's license) and verify its authenticity.
- Assess the risk profile of the customer by gathering information about their occupation, source of funds, and expected account activity.
- Continuously review customer transactions to ensure they align with the customer's profile and the fund's risk tolerance.
- Update customer information periodically and reassess risk profiles as necessary.
- Maintain detailed records of all customer identification documents, transaction histories, and due diligence efforts for a minimum period as required by law.
- Ensure data is securely stored and easily accessible for regulatory reviews or audits.
- Ensure compliance with all relevant regulations and standards, including AML (Anti-Money Laundering) and CFT (Counter Financing of Terrorism) requirements.
- Report any suspicious activities to the relevant authorities in a timely manner.