Proprietary and Confidential

TERRITORY OF THE BRITISH VIRGIN ISLANDS

LIMITED PARTNERSHIP ACT (REVISED 2020)

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

OurCrowd (Investment in DBricks) L.P.

(A British Virgin Islands Limited Partnership)

Dated January 16, 2025

THE LIMITED PARTNERSHIP INTERESTS REFERRED TO IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED AND ANY OTHER APPLICABLE NATIONAL, PROVINCIAL, STATE AND LOCAL SECURITIES LAWS OF THE UNITED STATES OR OTHER APPLICABLE JURISDICTIONS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. LIMITED PARTNERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXCEPT AS OTHERWISE PROVIDED IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, A LIMITED PARTNER MAY NOT SELL, ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF ALL OR ANY PART OF SUCH LIMITED PARTNER'S INTEREST IN THE PARTNERSHIP UNLESS THE GENERAL PARTNER (AS DEFINED HEREIN) HAS CONSENTED THERETO.

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AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, dated this January 16, 2025

(this "**Agreement**"), by and among the General Partner, the Initial Limited Partner, and those Persons listed on the List of Partners as limited partners who execute a counterpart of this Agreement, together with any additional limited partners admitted to the Partnership after the date hereof pursuant to the terms of this Agreement (the "**Limited Partners**"). The General Partner and the Limited Partners are sometimes referred to herein collectively as the "**Partners**."

WHEREAS, by an initial limited partnership agreement dated December 23, 2024 by and between the General Partner and the Initial Limited Partner (the "**Initial Agreement**"), the General Partner and the Initial Limited Partner formed

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as a limited partnership in accordance with the Act (the "**Partnership**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto wish to amend and restate the Initial Agreement as

ARTICLE 1 - DEFINITIONS

1.1 DEFINITIONS.

Capitalized terms used herein and not otherwise defined have the meanings assigned to them in Exhibit A or Appendix I hereto.

ARTICLE 2 - ORGANIZATION; POWERS

2.1 CONTINUATION OF LIMITED PARTNERSHIP.

The Partners agree to continue the Partnership subject to the terms of this Agreement and pursuant to and in accordance with the Limited Partnership Act(Revised 2020) of the Territory of the British Virgin Islands, as it may be amended or revised from time to time (the "**Act**") and the Initial Agreement is hereby amended and restated in its entirety by its deletion and replacement by this Agreement. The Initial Limited Partner hereby confirms receipt of the return of any capital contribution made by it to the Partnership and withdraws from the Partnership simultaneously with the admission of the first additional Limited Partner, and none of the Partners shall have any claim against the Initial Limited Partner as such.

2.2 NAME; OFFICES.

The name of the Partnership is " OurCrowd (Investment in DBricks) L.P. ". The Partnership shall have the non-exclusive right to use such name as long as the Partnership continues. The name of the Partnership may be changed at any time by the General Partner without the consent or approval of the Limited Partners. The principal office of the Partnership shall be located initially at the principal office of the General Partner, wherever that may be located from time to time. The address of the Partnership's registered office in the British Virgin Islands shall be at the offices of Harneys Corporate Services Limited, Craigmuir Chambers, P.O. Box 71, Road Torn, Tortola, VG 1110, British Virgin Islands. The General Partner may change the location of the principal office and/or the registered office of the Partnership to such other addresses or locations as the General Partner may specify from time to

time. The General Partner, in its discretion, may cause the Partnership to open additional offices in such locations as the General Partner may determine from time to time.

2.3 PURPOSE; POWERS.

The principal purpose of the Partnership is to invest, directly or indirectly, in the Portfolio Company, by means of convertible note or equity financing (or any other security of a Portfolio Company). Without derogating from the foregoing, the Partnership may also invest in any number of Follow-On Investments or Pay-to-Play Follow-On Financings in the Portfolio Company pursuant to the terms of this Agreement. Subject to the provisions of this Agreement, the Partnership may engage in any activity that is lawful for, and shall have all of the powers available to, a limited partnership organized under the Act.

2.4 ESTABLISHMENT OF CLASSES

Pursuant to the Act, the Partnership is authorized to establish separate classes of Partnership interests (each, a "**Class**"), each with certain distinct rights, powers, duties, obligations as prescribed by this Agreement and as set forth on the applicable Schedule, which may be amended to append additional Schedules to effect the creation of new Classes from time to time by the General Partner without the Consent of or notice to the Limited Partners, it being acknowledged that a Class may be authorized for each Portfolio Investment and it is the General Partner's intention to generally so authorize such Class. A Limited Partner of one Class shall have no rights or interest with respect to any other Class (and assets specifically attributable thereto including without limitation the Portfolio Investment made by such Class), other than through such Limited Partner's interest in such Class independently acquired by such Limited Partner. The General Partner shall take such reasonable steps as are necessary to implement the foregoing provisions. Without limitation of the preceding sentence, the General Partner shall maintain separate and distinct records for each Class and shall separately hold and account for the assets (including without limitation the Portfolio Investment) of each such Class. References to Portfolio Investments in this Agreement shall be deemed to refer to separate Classes, such that each Portfolio Investment shall be deemed a separate Class, unless provided otherwise. By executing this Agreement (including the attached Schedule applicable to the relevant Class and all supplements or amendments thereto), a Limited Partner of a Class agrees to (i) all provisions with general application to Limited Partners of all Classes; (ii) all provisions applied specifically to Limited Partners of the Class into which the executing Limited Partner is seeking admission, typically set forth on the attached Schedule applicable to such Class; and (iii) grant the General Partner the authority to accept new Limited Partners into new Classes with terms and conditions different than that provided to the executing Limited Partners, without the executing Limited Partner's Consent. Each Limited Partner further acknowledges and agrees that (a) provisions, rights and conditions specific to a Class of the Partnership shall not apply to Limited Partners of other Classes; (b) Partnership assets attributable to all Classes, if any, may in some circumstances be used to satisfy Partnership liabilities; and (c) the establishment of new Class(es) or the admission of new Limited Partner(s) may heighten liability risk for all existing Limited Partners of the Partnership.

ARTICLE 3 - PARTNERS

3.1 NAMES, ADDRESSES AND SUBSCRIPTIONS.

The name, address, electronic mail address and Subscription of each Partner are set forth in the List of Partners. The General Partner shall cause the List of Partners to be revised, without the necessity of obtaining the consent of any other Partner, to reflect any changes in the identity, addresses,

electronic mail addresses or Subscriptions of any Partner occurring pursuant to the terms of this Agreement. Each Partner shall promptly provide the Partnership with the information required to be set forth for such Partner on the List of Partners and shall thereafter promptly notify the Partnership of any change to such information.

3.2 STATUS OF LIMITED PARTNERS.

3.2.1 Limited Liability.

No Limited Partner, in its capacity as such, shall be liable for the debts and obligations of the Partnership so long as such Limited Partner does not take part in the conduct of the business of the Partnership; provided, however, that each Limited Partner shall be required to pay to the Partnership: (a) the capital contributions that such Limited Partner has agreed to make to the Partnership pursuant to Article 6; (b) the amount of any distribution that such Limited Partner may be required to return to the Partnership pursuant to the Act (except that the rate of interest chargeable under the Act shall be zero); and (c) the unpaid balance of any other payments that such Limited Partner expressly is required to make to the Partnership pursuant to this Agreement, including, without limitation, 6.2.2 and 12.4, or pursuant to such Limited Partner's subscription agreement, deed of adherence, accession agreement, transfer agreement, or other agreement pursuant to which such Limited Partner agreed to acquire a limited partner interest in the Partnership and to become a party to this Agreement (any such agreement, a "**Subscription Agreement**").

3.2.2 Effect of Death, Dissolution or Bankruptcy.

Upon the death, incompetence, bankruptcy, insolvency, liquidation or dissolution of a Limited Partner, the rights and obligations of such Limited Partner under this Agreement shall inure to the benefit of, and shall be binding upon, such Limited Partner's successor(s), estate or legal representative, and each such Person shall be treated as an assignee of such Limited Partner's interest for purposes of Article 11 until such time as such Person may be admitted as a substituted Limited Partner pursuant to that Article.

3.2.3 No Control of Partnership.

Except as otherwise provided herein or by virtue of the Act, no Limited Partner shall have the right or power to: (a) withdraw or reduce its Subscription or contribution to the capital of the Partnership; (b) cause the winding up and dissolution of the Partnership; or (c) demand or receive property in return for its capital contributions. No Limited Partner, in its capacity as such, shall take any part in the control of the business of the Partnership, undertake any transactions on behalf of the Partnership, or have any power to sign for or otherwise to bind the Partnership. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, to the extent that a Limited Partner is an "investment company" within the meaning of the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**") or is an entity that would be an "investment company" but for an exception provided in Section 3(c)(1) or Section 3(c)(7) under the Investment Company Act (an "**Investment Company Partner**") and has any right to vote with respect to its interest in the Partnership, such Limited Partner shall only have a right to vote equivalent of up to 9.99% of the voting rights held by all Limited Partners (where the voting rights of a Limited Partner are based on such Limited Partner's fractional ownership interest in the Partnership, expressed as a percentage, the numerator of which is such Limited Partner's Actively Deployed Capital and the denominator of which is the sum of the Actively Deployed Capital of all Limited Partners) and may, at the General Partner's discretion, receive Non-Voting Interests to the extent such Limited

Partner has an economic interest in the Partnership greater than 9.99%; provided, however, that solely to give effect to the foregoing, if any Investment Company Partner's voting rights otherwise equal or exceed 10.00%, the General Partner shall be deemed to be a Limited Partner with Actively Deployed Capital sufficient to cause the voting rights of all Investment Company Partners (other than the Management Company or Affiliates, if applicable) to be 9.99% or less.

3.3 ADDITIONAL LIMITED PARTNERS.

3.3.1 Additional Subscriptions.

Subject to the provisions of this Agreement, including 2.4, for each Class, beginning from the date on which Limited Partners (other than the Initial Limited Partner) are first admitted to the Partnership (the "**Initial Closing Date**") the General Partner is authorized, but not obligated, to admit to the Partnership one or more additional Limited Partners (each, an "**Additional Limited Partner**") and to accept additional Subscriptions from existing Limited Partners, who shall be deemed to be Additional Limited Partners to the extent of such additional Subscriptions. Additional Subscriptions shall be accepted and Additional Limited Partners shall be admitted to the Partnership pursuant to this 3.3.1 only if:

(a) Each such Additional Limited Partner shall contribute, on or after the date of its admission or the acceptance of its additional Subscription, an amount (not including any contributions pursuant to 3.3.1(b) below) that results (after giving effect to the distributions in 6.2.2.1(a)) in (i) the Additional Limited Partner's contribution (not including for this purpose any contribution with respect to the Fee and Expense Amount) bearing the same ratio to its Subscription as the Actively Deployed Capital of the other non-defaulting Limited Partners bear to their Subscriptions and (ii) the Additional Limited Partner having contributed an amount with respect to the Management Fee as if its Subscription (or with respect to an additional Subscription by an existing Limited Partner, the additional Subscription) had been in effect on the Initial Closing Date; and

(b) With respect to each Class, each such Additional Limited Partner admitted later than six months after the Initial Closing Date of the applicable Class (other than an existing Limited Partner with an additional Subscription due to automatic increases in its Subscription based on a percentage of the aggregate Subscriptions) shall contribute to the Partnership at the same time an interest-equivalent amount equal to the interest that would be payable on a debt obligation in the amount of the contribution made pursuant to 3.3.1(a), computed at a rate equal to the Prime Rate in effect on the Initial Closing Date of such Class plus two percent (2%) per annum for the period from the due date or dates on which the other Partners were required to make their earlier contributions to the date of such contribution; provided, that the foregoing contribution may be waived by the General Partner with respect to one or more Additional Limited Partners.

3.3.2 Accession to Agreement.

Each Person who is to be admitted as an Additional Limited Partner or substituted Limited Partner pursuant to this Agreement shall accede to this Agreement by executing (through a power of

attorney or otherwise), together with the General Partner (for itself and as attorney for the other Partners), a Subscription Agreement by which it agrees to be bound by the terms of this Agreement as a Limited Partner. Such admission shall not require the consent or approval of any other Limited Partner.

3.3.3 Anti-Money Laundering Provisions.

The Limited Partners acknowledge that the Partnership, the General Partner and its Affiliates may be subject to certain anti-money laundering laws and related pronouncements and may otherwise be prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States, or other applicable jurisdiction, government sanctions and embargo programs. In furtherance of the foregoing:

(a) Each Limited Partner hereby agrees to use its best efforts to ensure that:

(1) None of the monies that such Limited Partner will contribute to the Partnership shall be derived from, or related to, any activity that is deemed criminal under British Virgin Islands law, United States law or the law of any other applicable jurisdiction; and

(2) No contribution or payment by such Limited Partner to the Partnership, to the extent that such contribution or payment is within such Limited Partner's control, and no distribution to such Limited Partner (assuming such distribution is made in accordance with instructions provided to the General Partner by such Limited Partner) shall cause the Partnership, the Management Company, the General Partner or any of the direct or indirect partners, members, stockholders, officers or directors of the General Partner to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 or any other anti-money laundering, bank secrecy or other similar laws or regulations of the British Virgin Islands, the United States, or of any other applicable jurisdiction, in each case as amended and any successor statute thereto and including all regulations promulgated thereunder (collectively, the "**Anti-Money Laundering Laws**").

(b) Each Limited Partner: (1) shall promptly notify the General Partner if, to the knowledge of such Limited Partner, there has been any violation of 3.3.4(a); (2) shall provide the General Partner, promptly upon receipt of the General Partner's written request therefor, with any additional information regarding such Limited Partner or its beneficial owner(s) that the General Partner deems necessary or advisable in order to ensure compliance with the Anti-Money Laundering Laws or all applicable laws, regulations and administrative pronouncements concerning money laundering and other criminal activities; and (3) understands and agrees that if, at any time, the requirements of 3.3.4(a) are not satisfied, or if otherwise required by the Anti-Money Laundering Laws or any applicable

law or regulation related to other criminal activities, the General Partner may take appropriate actions to ensure that the Partnership and the General Partner are in compliance with all such applicable laws, regulations and pronouncements.

(c) Each Limited Partner acknowledges and agrees that (1) the Partnership or General Partner may release confidential information regarding such Limited Partner and, if applicable, any of its beneficial owners, to governmental authorities if the General Partner is legally obligated to or, in its sole discretion, determines that releasing such information is in the best interest of the Partnership in light of any regulations or administrative pronouncements promulgated under the laws referred to in 3.3.4(a), and (2) the General Partner, without the consent of any Limited Partner and notwithstanding any other provision of this Agreement, may amend any provision of this Agreement in order to effectuate the intent of this 3.3.3.

3.3.4 Automatic Exchange of Information Legislation.

(a) In this Section:

(1) "**AEOI Legislation**" means any legislation, regulations or guidance in force in the British Virgin Islands relating to the systematic and periodic exchange of information for tax purposes pursuant to any agreement or treaty entered into by the British Virgin Islands (or any British Virgin Islands government body) including the intergovernmental agreement entered into with the United States to facilitate compliance with sections 1471 to 1474 of the US Internal Revenue Code of 1986 (commonly referred to as FATCA) and any other intergovernmental agreement implemented by way of an amendment to the Mutual Legal Assistance (Tax Matters) Act 2003 ("MLAT") or included as subsidiary legislation in the form of an order to MLAT.

(2) "**AEOI Liability**" means the Partnership becoming subject to any financial penalty under AEOI Legislation or incurring any cost as a consequence of a Limited Partner's failure to provide any requested information, forms, documentation and/or certifications.

(b) Each Limited Partner acknowledges and agrees that:

(1) the Partnership is required to comply with the provisions of the AEOI Legislation;

(2) it will provide, in a timely manner, such information regarding such Limited Partner and its beneficial owners, and such forms, documentation or certifications (including without limitation the tax residency and tax identification number of such Limited Partner and its direct and indirect owners) as may be requested from time to time by the Partnership, the General Partner, or their respective delegates or agents, to enable the Partnership to comply with the requirements and obligations imposed on it pursuant to the AEOI Legislation and/or to avoid any AEOI Liability;

(3) any such information, forms, documentation or certifications requested by the Partnership, the General Partner, or their respective delegates or agents pursuant to paragraph (b)(2) above, or any financial or account information with respect to such Limited Partner's investment in the Partnership, may be disclosed to the BVI International Tax Authority (or any other British Virgin Islands governmental body which collects information in accordance with the AEOI Legislation) and to any person or regulatory authority where the provision of that information to such person or regulatory authority is required to ensure compliance by the Partnership with its obligations under the AEOI Legislation or to avoid being subject to withholding tax or other liabilities under the AEOI Legislation;

(4) it waives, and/or shall cooperate with the Partnership, the General Partner, and/or their respective delegates or agents to obtain a waiver of, the provisions of any applicable laws which: (i) prohibit the disclosure by the Partnership, the General Partner or by any of their respective delegates or agents, of the information or documentation requested from the Limited Partners pursuant to paragraph (b)(2) above; (ii) prohibit the reporting of financial or account information by the Partnership, the General Partner, or their respective delegates or agents required pursuant to the AEOI Legislation; or (iii) otherwise prevent compliance by the Partnership with its obligations under the AEOI Legislation;

(5) if it provides information and documentation that is in anyway misleading, or it fails to provide the Partnership, the General Partner, or their respective delegates or agents with the requested information and documentation necessary in either case to satisfy the Partnership's obligations under the AEOI Legislation, the General Partner and/or Partnership may (whether or not such action or inaction leads to compliance failures by the Partnership, or a risk of the Partnership or its other Limited Partners being subject to withholding tax or other liabilities under the AEOI Legislation) take any action and/or pursue all remedies at its disposal in relation to such Limited Partner including without limitation: (i) the immediate compulsorily withdrawal without notice of all or part of such Limited Partner's interests; (ii) the holding back from any distributions and retention of an amount sufficient to discharge any liabilities, costs, expenses, taxes, withholdings or deductions incurred or suffered by the Partnership, or that in the opinion of the General Partner will be incurred or suffered by the Partnership, due to the representations, actions or inactions (directly or indirectly) by the Limited Partner; or (iii) the provision for, or establishment of, reserves to cover any obligation placed on, or agreed to by, the Partnership, or its agents or persons holding the Partnership's actual or deemed U.S. investments to make or pay any AEOI Liability;

(6) to the extent that any AEOI Liability is greater than the value of such Limited Partner's interests, the Limited Partner agrees to indemnify the Partnership and keep the Partnership indemnified for the excess of any such AEOI Liability above the value of such Limited Partner's interests; and

(7) it shall have no claim against the Partnership, the General Partner, or their respective delegates or agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Partnership pursuant to this Section in order to comply with the AEOI Legislation.

3.4 MANAGEMENT AND CONTROL OF PARTNERSHIP.

3.4.1 Management by General Partner.

The management, policies and control of the Partnership shall be vested exclusively in the General Partner.

3.4.2 Powers of General Partner.

Except as otherwise explicitly provided herein, the General Partner shall have the power on behalf and in the name of the Partnership to implement the objectives of the Partnership and to exercise any rights and powers the Partnership may possess, including, without limitation, the power to cause the Partnership to take any actions and make any elections available to the Partnership under applicable tax or other laws (other than elections specifically prohibited by 14.8.1). No Person, in dealing with the General Partner, shall be required to determine the General Partner's authority to make any commitment or engage in any undertaking on behalf of the Partnership, or to determine any fact or circumstance bearing upon the existence of the authority of the General Partner.

3.4.3 Transactions between General Partner and Partnership.

(a) The General Partner and its Affiliates shall not knowingly enter into any transaction which, at the time of such transaction, would violate in any material way their respective obligations to the Partnership.

(b) Without the approval of the Advisory Committee, the Partnership shall not engage in any investment or other financial transaction with the General Partner or its Affiliates, other than: (i) Contemplated Transactions, (ii) transactions disclosed to Limited Partners prior to investment in the Partnership, or (iii) transactions entered into in the ordinary course of the Partnership's activities on terms no less favorable to the Partnership than are generally afforded to unrelated third parties in comparable transactions.

3.4.4 Certain Actions of General Partner.

(a) CERTAIN DECISIONS OF THE GENERAL PARTNER AND ITS AFFILIATES CONCERNING THE ALLOCATION OF FEES AND EXPENSES ACROSS ITS DIFFERENT INVESTMENT FUNDS AND SPECIAL PURPOSE VEHICLES, THE INVESTMENT IN, DIVESTMENT FROM AND MANAGEMENT OF THE PORTFOLIO COMPANY AND CERTAIN DECISIONS OF THE GENERAL PARTNER AND ITS AFFILIATES CONCERNING THE INVESTMENT IN, DIVESTMENT FROM AND MANAGEMENT OF OTHER INVESTMENT VEHICLES' HOLDINGS IN THE PORTFOLIO COMPANY AND OTHER COMPANIES MAY GIVE

RISE TO CONFLICTS OF INTEREST FROM TIME TO TIME. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EACH LIMITED PARTNER: (I) CONSENTS AND WAIVES ANY CLAIMS WITH RESPECT TO SUCH CONFLICTS OF INTEREST; AND (II) HEREBY ACKNOWLEDGES AND AGREES THAT SUCH CONFLICTS OF INTEREST WILL BE RESOLVED BY THE GENERAL PARTNER OR AN AFFILIATE THEREOF IN ITS SOLE DISCRETION AND THAT SUCH DETERMINATIONS WILL BE CONCLUSIVE AND ABSOLUTELY BINDING.

(b) The Partners recognize that the differing financial, regulatory, income tax and other status and circumstances of the Partners may give rise to conflicts of interest among the Partners with regard to the timing of capital calls, selection of investments, disposition of assets, making of tax elections, or other Partnership matters. Except as otherwise specifically provided in this Agreement, the General Partner, when making decisions or taking action with respect to the Partnership or its business, shall not be required to take into consideration the separate status or circumstances of any Partner or group of Partners.

(c) Notwithstanding anything herein to the contrary, the General Partner does not, shall not and will not owe any fiduciary duties of any kind whatsoever to the Partnership, or to any of the Limited Partners, other than as required by the Act and applicable law.

3.5 OTHER ACTIVITIES OF PARTNERS.

Any Partner and its respective direct or indirect partners, members, stockholders, officers, directors, managers, trustees, employees, agents, consultants, service providers, and any Affiliates of any of the foregoing may invest, participate, or engage in (for their own accounts or for the accounts of others), or may possess an interest in, other financial ventures, and investment, professional, civic and political activities of every kind, nature and description, independently or with others, including but not limited to: management of other investment partnerships; investment in, financing, acquisition or disposition of securities; investment and management counseling; providing brokerage and investment banking services; or serving as officers, directors, managers, consultants, advisers or agents of other companies, members of any investment committees, or partners of any partnership, members or managers of any limited liability company or trustees of any trust (and may receive fees, commissions, remuneration or reimbursement of expenses in connection with these activities), whether or not such activities may conflict with any interest of the Partnership or any of the Partners. Neither the Partnership nor any Partner shall have any rights, solely by virtue of this Agreement, in or to any activities permitted by this 3.5 or to any fees, income, profits or goodwill derived from such activities.

3.6 OTHER INVESTMENT ENTITIES.

3.6.1 Parallel Fund.

3.6.1.1 General.

Notwithstanding anything in this Agreement to the contrary, the General Partner may form one or more limited partnerships or other investment vehicles or investment advisory

programs to invest in parallel with the Partnership (each, a "**Parallel Fund**") in order to comply with securities laws or to address legal, tax, regulatory, accounting or other considerations of investors in such entity or program. The General Partner may form Parallel Funds and cause Limited Partners to transfer to such Parallel Funds in the General Partner's sole discretion so long as the General Partner reasonably determines that such transfer does not materially impair any rights or obligations of such Limited Partners. The Partnership and any Parallel Fund, if organized, are sometimes collectively referred to herein as the "**OurCrowd Funds**." The Limited Partners of the Partnership and the limited partners or equivalent non-manager participants in any other OurCrowd Fund are sometimes collectively referred to herein as the "**OurCrowd Investors**."

3.6.1.2 Co-Investment.

Except (a) where restricted or prohibited by law, rule, regulation or other applicable restriction, (b) where the potential returns to investors in the Partnership or a Parallel Fund would be unattractive due to legal, tax, regulatory, accounting or other considerations, or (c) the Limited Partners in the Partnership or a Parallel Fund choose not to participate in a Follow-On Opportunity or a Pay-to-Play Follow-On Financing, each Class of a Parallel Fund shall invest in every investment made by the corresponding Class of the Partnership (other than Temporary Investments) at the same time and on substantially the same terms as the Partnership. Except as otherwise determined by the Advisory Committee, investments shall be allocated between and among the relevant Class of the Partnership and any Parallel Funds pro rata among them based on the Actively Deployed Capital to each of the relevant Class of the Partnership and the Parallel Funds, to the extent practicable. Each Class of the Partnership and the corresponding Class of any Parallel Funds shall dispose of their investments at the same time, on substantially the same terms, and in the same relative amounts, to the extent practicable. The Partnership and any Parallel Fund shall share common Partnership Expenses related to Portfolio Investments pro rata among them based on the Actively Deployed Capital to each of the Partnership and the Parallel Funds, in each case to the extent practicable.

3.6.1.3 Investment Company Act Compliance.

If the General Partner forms a Parallel Fund for purposes of compliance with the Investment Company Act, or any OurCrowd Investor shall cease to be eligible to participate in the OurCrowd Fund in which it is invested for any reason, the General Partner may, in its sole discretion, require such OurCrowd Investor to withdraw from the OurCrowd Fund in which it is invested and become a limited partner of another OurCrowd Fund for which such OurCrowd Investor is eligible as provided in this 3.6.1, provided that the admission of such OurCrowd Investor does not result in any of the adverse legal consequences for such new OurCrowd Fund as described in 11.2.3 or 11.2.4 hereof. Any OurCrowd Investor that is required by the General Partner to withdraw from an OurCrowd Fund and become a limited partner of another OurCrowd Fund (a "**Withdrawing Limited Partner**") shall be notified by the General Partner that its interest in the applicable OurCrowd Fund will be exchanged for a limited partnership interest in another OurCrowd Fund as of the date of such notice (the "**Withdrawal Date**"). As of the Withdrawal Date, the Withdrawing Limited Partner shall cease to be a partner of the prior OurCrowd Fund for all purposes, except for its right to receive an interest in the new OurCrowd Fund as hereinafter provided. As promptly as practicable following the Withdrawal Date, the General Partner shall amend the list of partners to the limited partnership agreements of the applicable OurCrowd Funds to reflect such withdrawal and admission. The prior

OurCrowd Fund shall transfer a portion of its assets, pro rata among all Portfolio Investments of the prior OurCrowd Fund based on such Withdrawing Limited Partner's relative Sharing Percentages with respect to such Portfolio Investments in such prior fund, representing the Withdrawing Limited Partner's interest in such OurCrowd Fund to the new OurCrowd Fund in exchange for a limited partnership interest in such OurCrowd Fund and thereafter distribute to the Withdrawing Limited Partner, in full satisfaction of its interest in the applicable OurCrowd Fund, an interest in the new OurCrowd Fund. The Withdrawing Limited Partner's interest in the new OurCrowd Fund, including such Withdrawing Limited Partner's capital account in the new OurCrowd Fund, shall be established as if the new OurCrowd Fund had made all investments in the assets transferred to the new OurCrowd Fund by the prior OurCrowd Fund on account of the Withdrawing Limited Partner's limited partnership interest as of the date such investments were made by the prior OurCrowd Fund and all contributions from and all distributions and allocations of income and loss to the Withdrawing Limited Partner with respect to the prior OurCrowd Fund had been made with respect to the new OurCrowd Fund. A corresponding portion of the General Partner's interest in the applicable OurCrowd Funds may be similarly exchanged.

3.6.2 Allocation of Investments and Expenses Among OurCrowd Funds.

If, upon subsequent closings of the OurCrowd Funds, there is a change in the ratios of the aggregate subscriptions made to each such fund to the aggregate subscriptions made to all such funds, then the General Partner shall use commercially reasonable efforts to adjust (a) the allocation of existing Portfolio Investments between and among such funds, including by transferring a portion of investments from one fund to another, and (b) the relative amounts paid by such funds in respect of expenses, to reflect as nearly as practicable the situation that would have existed if the respective aggregate subscriptions made to each fund had always been in the same relative proportions as those in effect after the change in the ratio of subscriptions.

3.7 ADVISORY COMMITTEE.

3.7.1 Appointment; Removal.

Following the Initial Closing Date, the Partnership may, from time to time, if and when required, form a committee of at least three members (the "**Advisory Committee**"), which, if formed, shall consist exclusively of OurCrowd Investors (or designated representatives thereof), who shall be appointed by the General Partner and who may be removed or replaced by the General Partner. If one or more Parallel Funds have been formed, then the same Advisory Committee shall serve as the Advisory Committee for the Partnership and such Parallel Fund(s) and, to the extent feasible and appropriate, shall make decisions with respect to all such entities on a joint and consistent basis.

3.7.2 Duties.

The duties of the Advisory Committee (or its sub committees) shall be to:

(a) Be available to confer with the General Partner regarding the progress of the OurCrowd Funds' investments;

(b) Review and advise the General Partner regarding potential conflicts of interest submitted to them by the General Partner; and

(c) Undertake such other duties as are required by this Agreement or reasonably requested by the General Partner.

Neither the Advisory Committee nor any member thereof (acting in such capacity) shall undertake any action on behalf of the Partnership with any third party or have the power to bind any OurCrowd Fund or any authority to act for any OurCrowd Fund or on its behalf. The Advisory Committee shall also be authorized to approve certain matters on behalf of the Limited Partners that otherwise would require approval by the Limited Partners under the Advisers Act. Each Limited Partner hereby appoints the Advisory Committee as its representative to approve any "assignment" of any investment advisory contract between the General Partner, the Management Company and/or the Partnership in accordance with Section 205 of the Advisers Act and any other transaction that requires "client" consent pursuant to Section 206 of the Advisers Act.

3.7.3 Reimbursement of Expenses.

Members of the Advisory Committee shall receive from the OurCrowd Funds reimbursement for any reasonable out of pocket travel expenses incurred in connection with their attendance at meetings of the Advisory Committee, but shall receive no fees or other compensation from the Partnership in connection with their duties as members of the Advisory Committee.

3.7.4 Voting; Adoption of Rules and Procedures.

Except as otherwise provided in this Agreement, all approvals, disapprovals and other actions taken by the Advisory Committee shall be authorized by a majority in number of the Advisory Committee members; provided that any approval, disapproval or other action to be taken by the Advisory Committee under this Agreement may instead, at the option of the General Partner, be taken by a majority-in-interest of the OurCrowd Investors. Any approval, disapproval or other action required or permitted to be taken by the Advisory Committee may be taken by written consent (which may include affirmation by e-mail) signed by not less than the percentage of members of the Advisory Committee which is required to take such approval, disapproval or other action. The General Partner may adopt other rules and procedures, not inconsistent with this Agreement, relating to the conduct of the Advisory Committee's affairs, provided that such rules and procedures shall be subject to the approval of the Advisory Committee.

ARTICLE 4 - INVESTMENTS AND ACTIVITIES

4.1 UNRELATED BUSINESS TAXABLE INCOME.

The General Partner shall use commercially reasonable efforts to conduct the affairs of the Partnership in a manner that does not cause any Tax-Exempt Partner or beneficial owner thereof to realize any "unrelated business taxable income" within the meaning of Sections 511 through 514 of the Code; provided, however, that any borrowings and guarantees which may be undertaken, and the receipt by the Partnership of any payments (or adjustments thereto) specifically provided for in this Agreement shall be deemed not to violate this undertaking. The General Partner shall be deemed to have satisfied its undertaking set forth in this 4.1 with respect to any Portfolio Investment if the applicable Portfolio Company or the entity through which the Partnership invests in such Portfolio Company is classified as a corporation for U.S. federal income tax purposes (a "**Blocker Corporation**").

4.2 UNITED STATES TRADE OR BUSINESS.

The General Partner shall use commercially reasonable efforts to (a) conduct the affairs of the Partnership in a manner that will not cause the Partnership, to be treated for United States federal income tax purposes as engaged in a "trade or business within the United States," within the meaning of Section 864(b) of the Code, and (b) not cause the Partnership to make an initial investment in a United States real property holding corporation within the meaning of Section 897(c) of the Code (a "**USRPHC**") or a U.S. real property interest within the meaning of Section 897 of the Code. Notwithstanding the foregoing, receipt by the Partnership of payments (or adjustments thereto) specifically provided for in this Agreement shall be deemed not to violate this 4.2. The General Partner shall be deemed to have satisfied its undertaking set forth in this 4.2 with respect to any Portfolio Investment if the applicable Portfolio Company or the entity through which the Partnership invests in such Portfolio Company is a Blocker Corporation and the General Partner had no reason to expect, at the time of the Partnership's initial investment in such Portfolio Company, that such Blocker Corporation was, or was reasonably expected to become, a USRPHC.

ARTICLE 5 - FEES AND EXPENSES

5.1 ORGANIZATIONAL EXPENSES FEE; ORGANIZATIONAL EXPENSES

At the Initial Closing and at each acceptance to the Partnership of Limited Partners thereafter, the Partnership shall pay the General Partner, a one-time fee for finding, performing due diligence on, structuring, negotiating and completing the investment in the Portfolio Company and organizing this Partnership in an amount equal to the Organizational Expenses Fee. The Organizational Expenses, if any, incurred by the Partnership shall be paid out of the Organizational Expenses Fee.

5.2 PARTNERSHIP EXPENSES AND MANAGEMENT FEE.

5.2.1 Payment of Expenses.

5.2.1.1 General.

Subject to 5.2.1.2, the Partnership agrees to assume and pay all operating expenses attributable to the Partnership's activities on the terms and conditions herein set forth.

5.2.1.2 General Partner Expenses.

The General Partner or its Affiliates shall bear only the following expenses: (i) office overhead of the Partnership, the Management Company or any Management Company Affiliate, including rent, furniture, fixtures and office equipment of the Management Company any Management Company Affiliate, (ii) compensation and expenses of the employees of the Management Company and any Management Company Affiliate, (iii) compliance and regulatory costs of the Management Company and any Management Company Affiliate to the extent not directly incurred as a consequence of forming, operating and managing the Partnership, and (iv) fees and expenses for administrative, clerical and related support services, office space and facilities, utilities and telephone, insofar as they relate to the investment activities of the OurCrowd Funds.

5.2.1.3 Partnership Expenses.

The Partnership shall pay (or reimburse the General Partner and the Management

Company) for the following expenses, including (i) all costs incurred by the General Partner, the Management Company, or any Affiliate of the Management Company ("**Management Company Affiliate**") that are related to the Partnership's operations, including (A) the Management Fee, (B) costs and expenses associated with direct marketing, performance of digital marketing and other marketing campaigns designed to attract investors to the Partnership, (C) costs and expenses related to the acquisition, ownership, management, servicing, financing, refinancing, hedging of interest rates on financings, or sale of Portfolio Investments, (D) costs and expenses of meetings with or reporting to the Limited Partners, (E) all third-party fees and expenses for the Partnership's operation, including (1) administrator, anti-money laundering compliance related services and other compliance related costs and expenses, (2) accounting, bookkeeping, auditing, research, consulting and legal services, (3) maintaining the Partnership's bank accounts or of any banks, custodians or depositories appointed for the safekeeping of the Portfolio Investments or other property of the Partnership, and (4) preparing and distributing financial statements, tax returns and reports to the Partners, (F) costs and expenses of meetings of or reporting to the Advisory Committee, (G) costs related to risk management services and insurance for the Partnership, including insurance to protect the Partnership, the General Partner, the Management Company, the Management Company Affiliates, the Advisory Committee and the Limited Partners in connection with the performance of activities related to the Partnership, (H) costs relating to the Partnership's indemnification of the Covered Persons pursuant to this Agreement, (I) litigation expenses, (J) interest on and fees and expenses arising out of all borrowings of the Partnership, (K) expenses incurred in connection with liquidating the Partnership, (L) any taxes, fees or other governmental charges levied against the Partnership and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Partnership, (M) travel costs associated with monitoring, managing or disposing of Portfolio Investments, (N) the costs of any third parties and any Management Company Affiliates retained to provide services to the Partnership, (O) all Placement Fees, and (P) a portion of the costs, as determined by the General Partner in its discretion, associated with OurCrowd's special purpose vehicles including, but not limited to, the Partnership; and (ii) all other expenses not specifically provided for herein that are incurred by the General Partner, the Management Company or any Management Company Affiliate in connection with operating the Partnership or performing the duties of the General Partner under this Agreement; but specifically excluding Organizational Expenses (collectively, "**Partnership Expenses**").

5.2.1.4 Allocation of Certain Partnership Expenses Among OurCrowd Entities.

OurCrowd may provide services to the Partnership. These services may include, among other items, fund accounting, legal, finance, portfolio management, asset and risk management, administration, due diligence, loan servicing, tax coordination, information technology, cash management and other services as determined by the General Partner in its sole discretion. The General Partner may in its discretion, reasonably apportion certain Partnership Expenses (including, without limitation, insurance premiums, legal fees and audit fees and) among any number of OurCrowd entities receiving such services, such apportionment to generally be based upon the amount of capital committed to each such OurCrowd entity, other than with respect to Partnership Expenses related to a particular investment where such apportionment shall generally be based upon the amount of capital invested into such investment by each OurCrowd entity so investing. The foregoing expenses may be charged to the Partnership as Partnership Expenses pursuant to Section 5.2.1.3., to the extent such expenses fall under the expenses defined as Partnership

Expenses.

5.2.2 Management Services, Management Company; Fees; Expenses

The General Partner shall carry out the business of the Partnership and, for and in the name and on behalf of the Partnership, shall enter into such agreements, contracts and the like, with the Management Company or any Affiliate of the General Partner in an independent capacity to assist the General Partner in carrying out the business of the Partnership (the "**Management Services**"). Upon each closing, the General Partner shall set-aside from the capital contribution of each Partner an amount equal to the difference between (i) the capital contribution (without giving effect to any reduction in capital contribution due to amounts rebated pursuant to 5.3.3) and (ii) the Actively Deployed Capital (such amount, the "**Fee and Expense Amount**"), which Fee and Expense Amount (other than the Organizational Expenses Fee and the Management Fee due at Closing) shall be held in escrow by the General Partner (or an Affiliate thereof designated for such purpose) and be expended by the General Partner itself or payable by the General Partner to the Management Company or any Affiliate of the General Partner providing Management Services, as follows:

5.2.2.1 Management Fee.

During each of the first five (5) years of the term of the Partnership, the Management Fee shall be expended by the General Partner or paid by the General Partner to the Management Company (or to any Affiliate of the General Partner providing Management Services) to be paid as follows: first, an amount equal to the Management Fee for the period from formation of the Partnership and until the end of the calendar year is paid upon formation of the Partnership, then annually for the next four (4) years at the start of each calendar year, and finally the remainder of the Management Fee shall be paid at the start of the following calendar year. Notwithstanding the foregoing, certain Partners may be entitled to either, as determined by the General Partner in its sole discretion, a reduction of the Management Fee (which, unless such Partner requests otherwise, shall be invested in the Portfolio Company and treated as Actively Deployed Capital for such Partner) or a Management Fee rebate as set for such Partner by the General Partner.

5.2.2.2 Fee Reserve.

The Fee Reserve shall be utilized by the General Partner from time to time or paid to the Management Company (or to any Affiliate of the General Partner providing Management Services) to cover Partnership Expenses, provided that, if the actual Partnership Expenses incurred by the Partnership, the General Partner or the Management Company (or any Affiliate of the General Partner providing Management Services) exceed the Fee Reserve, the General Partner shall be entitled to receive reimbursement for any such excess amount of expenditures actually incurred by the General Partner for the Partnership, provided that prior to such reimbursement each Limited Partner has received distributions pursuant to 7.2 and/or a return of any excess portion of the Management Fee pursuant to 5.2.2.3 equal in the aggregate to at least 120% of such Limited Partner's capital contribution as of the date of such distribution (the "**Reimbursement Threshold**"), and following the achievement of the Reimbursement Threshold, the General Partner shall be reimbursed by the Limited Partners on a pro rata basis based upon each Limited Partner's Actively Deployed Capital for any such amounts it has expended as a creditor of the Partnership prior to the making of any further distributions pursuant to 7.2, and, for the avoidance of doubt, such reimbursement shall not be deemed a Carried Interest Distribution or part of any Shortfall Amount. For the avoidance of doubt, any costs incurred pursuant to 5.2.1.3

for the Partnership's indemnification of the Covered Persons or litigation expenses shall not be limited by any provision in this Agreement.

5.2.2.3 Return of Excess Fees and Expense Amount.

Upon the earlier of the end of the term of the Partnership pursuant to the terms herein or the distribution by the Partnership of the primary portion of the proceeds from the sale of the Portfolio Company, the General Partner shall cause any portion of the Fee and Expense Amount held in escrow at such time to be returned to the Partner pro rata to the portion of such Fee and Expense Amount paid by each such Limited Partner upon making such Limited Partner's initial capital contribution hereunder.

5.3 MANAGEMENT FEE ADJUSTMENTS.

5.3.1 Adjustment for Fees and Commissions from Portfolio Companies.

The General Partner and the Management Company shall be permitted to receive fees, commissions and other compensation from entities other than the Partnership, including director's fees, consulting fees, commitment fees, monitoring fees, break-up fees and success fees or other remuneration (including any options, warrants or other equity securities, but excluding reimbursement of expenses) paid during such year to the General Partner or the Management Company or any Affiliate by Portfolio Companies (other than Portfolio Companies with securities that are traded on a Public Securities Market) for services rendered by such Persons.

(a) In circumstances in which fees or other remuneration may be considered transaction-based compensation, as determined at the General Partner's sole discretion ("**Fees Subject to Offset**"), such Fees Subject to Offset shall be used to reduce the Management Fee (but not below zero) by the Offset Percentage of such amount, subject to 5.3.1(b) and (c).

(b) The amount of any Fees Subject to Offset to be so applied shall be applied first against the quarterly payment next following the date of the determination of such net remuneration and then against each successive quarterly payment until such net remuneration has been fully utilized.

(c) For purposes of 5.3.1(b), a fee reduction shall be deemed to have occurred when Fees Subject to Offset are actually received by the remunerated Person and the amount of the net remuneration (and related reduction) has been determined in good faith by the General Partner. In the case of any fees paid in: (1) cash, such fees shall be deemed to be in an amount equal to the gross amount of those fees reduced by all applicable taxes; and (2) consideration other than cash, such fees shall be deemed to have been received by the remunerated Person when such consideration has been disposed of for cash and shall be deemed to be in an amount equal to the proceeds of such disposition net of acquisition and other transaction expenses (including any taxes thereon or attributable thereto).

(d) If any Fees Subject to Offset are paid by a Portfolio Company in which Parallel Funds, and/or investment vehicles organized by the General Partner for the purpose of facilitating co-investments with the Partnership pursuant to 3.4.4 hold an investment, the General Partner shall determine

that portion of such amounts to be applied pursuant to 0 and (b) based on the relative amounts invested in such Portfolio Company by the Parallel Funds, and/or investment vehicles organized by the General Partner for the purpose of facilitating co-investments with the Partnership pursuant to 3.4.4.

5.3.2 Allocation of Management Fee Reduction.

Any reduction in the Management Fee pursuant to 5.3.1 shall be allocated among the Limited Partners in the ratio of the annual payments of the Management Fee payable by or determined with respect to such Limited Partners which are to be so reduced.

5.3.3 Adjustment for Rebates

Any amounts rebated to a Partner shall be treated as a distribution to such Partner for purposes of this Agreement (including, without limitation, 7.1.1 hereof). The rebated amounts shall be paid to the Partner simultaneously with each annual payment of the Management Fee made to the Management Company (or in advance of the payment of Management Fee (including through a reduction in a capital contribution obligation pursuant to 6.1.1) at the discretion of the General Partner) in accordance with 5.2.2.1. For avoidance of doubt, any amounts rebated to a Partner pursuant to this 5.3.3 shall not increase such Partner's Actively Deployed Capital.

5.4 PARTNERS SUBJECT TO REGULATORY REQUIREMENTS

5.4.1 ERISA Partners

(a) Each ERISA Partner hereby (i) acknowledges that it is its understanding that neither the Partnership, the General Partner, the Management Company, nor any of the affiliated entities of the foregoing, are "fiduciaries" of such Limited Partner within the meaning of ERISA by reason of the Limited Partner investing its assets in, and being a Limited Partner of, the Partnership; (ii) acknowledges that it has been informed of and understands the investment objectives and policies of, and the investment strategies that may be pursued by, the Partnership; (iii) acknowledges that it is aware of the provisions of Section 404 of ERISA relating to the requirements for investment and diversification of the assets of employee benefit plans and trusts subject to ERISA; (iv) represents that it has given appropriate consideration to the facts and circumstances relevant to the investment by that ERISA Partner's plan in the Partnership and has determined that such investment is reasonably designed, as part of such portfolio, to further the purposes of such plan; (v) represents that, taking into account the other investments made with the assets of such plan, and the diversification thereof, such plan's investment in the Partnership is consistent with the requirements of Section 404 and other provisions of ERISA; (vi) acknowledges that it understands that current income will not be a primary objective of the Partnership; and (vii) represents that, taking into account the other investments made with the assets of such plan, the investment of assets of such plan in the Partnership is consistent with the cash flow requirements and funding objectives of such plan. For the avoidance of doubt, individual

retirement accounts shall not be admitted to the Partnership, and therefore shall not be treated as ERISA Partners under this Agreement.

(b) Notwithstanding any provision contained herein to the contrary, each ERISA Partner may elect to withdraw from the Partnership, or upon demand by the General Partner shall withdraw from the Partnership, at the time and in the manner hereinafter provided, if either the ERISA Partner or the General Partner shall obtain an opinion of counsel (which counsel shall be reasonably acceptable to both the ERISA Partner and the General Partner) to the effect that, as a result of applicable statutes, regulations, case law, administrative interpretations, or similar authority (i) the continuation of the ERISA Partner as a Limited Partner of the Partnership or the conduct of the Partnership will result, or there is a material likelihood the same will result, in a material violation of ERISA, or (ii) all or any portion of the assets of the Partnership constitute assets of the ERISA Partner and are subject to the provisions of ERISA to substantially the same extent as if owned directly by the ERISA Partner. In the event of the issuance of such opinion of counsel, a copy of such opinion shall be given to all the ERISA Partners, together with the written notice of the election of the ERISA Partner to withdraw or the written demand of the General Partner for withdrawal, whichever the case may be. Thereupon, unless within ninety (90) days after receipt of such written notice and opinion the General Partner is able to eliminate the necessity for such withdrawal to the reasonable satisfaction of the ERISA Partner and the General Partner, whether by correction of the condition giving rise to the necessity of the ERISA Partner's withdrawal, or the amendment of this Agreement, or otherwise, such ERISA Partner shall withdraw its entire interest in the Partnership, such withdrawal to be effective upon the last day of the calendar quarter during which such ninety (90) day period expired, and the General Partner shall correspondingly reduce any unpaid Subscription of such ERISA Partner (on such terms as the General Partner reasonably determines, which may include leaving such ERISA Partner obligated to make capital contributions with respect to Partnership Expenses and Management Fees allocable to such ERISA Partner or its Subscription up to the amount of such Limited Partner's unpaid Subscription at the time such unpaid Subscription is so reduced).

(c) The withdrawing ERISA Partner shall be entitled to receive within ninety (90) days after the date of such withdrawal an amount equal to the amount of such Partner's Capital Account as of the effective date of such withdrawal.

(d) Any distribution or payment to a withdrawing ERISA Partner pursuant to this 5.4 may, in the sole discretion of the General Partner, be made in cash, in securities, in the form of a promissory note, the terms of which shall be mutually agreed upon by the General Partner and the withdrawing ERISA Partner, or any combination thereof.

(e) Any valuation necessary for the purposes of a distribution or payment to a withdrawing ERISA Partner shall be made by the General Partner in good faith pursuant to this 5.4.

5.4.2 Governmental Plan Partners.

Notwithstanding any provision of this Agreement to the contrary, any Limited Partner that is either a "governmental plan" as defined in Title 29, Section 1002(32) of the Code or an employee benefit plan subject to Governmental Plan Regulations (a "**Governmental Plan Partner**") may elect to withdraw from the Partnership, or upon demand by the General Partner shall withdraw from the Partnership, if either the Governmental Plan Partner or the General Partner shall obtain an opinion of counsel (which counsel shall be reasonably acceptable to both the Governmental Plan Partner and the General Partner) to the effect that the Governmental Plan Partner, the Partnership, or the General Partner or the Management Company would be in violation, or there is a material likelihood the same would result, of any statute or regulation of the state of residence of the governmental plan, any political subdivision of such state or other law applicable to the Limited Partner on account of being a governmental plan ("**Governmental Plan Regulation**"), as a result of the Governmental Plan Partner continuing as a Limited Partner, and, in the case of an opinion obtained by the General Partner, that such violation would have a material adverse effect on the General Partner, the Management Company or the Partnership. In the event of the issuance of the opinion of counsel referred to in the preceding sentence, the withdrawal of and disposition of the Governmental Plan Partner's interest in the Partnership shall be governed by 5.4 of this Agreement, as if the Governmental Plan Partner were an ERISA Partner.

5.4.3 Private Foundation Partners.

Notwithstanding any provision of this Agreement to the contrary, any Limited Partner that is, or whose equity interests are at least partially owned by, a "private foundation" as described in Section 509 of the Code (a "**Private Foundation Partner**"), may elect to withdraw from the Partnership, or upon demand by the General Partner shall withdraw from the Partnership, if either the Private Foundation Partner or the General Partner shall obtain an opinion of counsel (which counsel shall be reasonably acceptable to both the Private Foundation Partner and the General Partner) to the effect that such withdrawal is necessary in order for the Private Foundation Partner to avoid (a) excise taxes imposed by Subchapter A of Chapter 42 of the Code (other than Sections 4940 and 4942 thereof), or (b) a material breach of the fiduciary duties of its trustees under any federal or state law applicable to private foundations or any rule or regulation adopted thereunder by any agency, commission, or authority having jurisdiction. In the event of the issuance of the opinion of counsel referred to in the preceding sentence, the withdrawal of and disposition of the Private Foundation Partner's interest in the Partnership shall be governed by 5.4, as if the Private Foundation Partner were an ERISA Partner.

ARTICLE 6 - CAPITAL OF THE PARTNERSHIP

6.1 OBLIGATION TO CONTRIBUTE.

6.1.1 In General.

Each Partner shall make capital contributions to the Partnership, in accordance with and subject to the terms of this Agreement, in an aggregate amount equal to such Partner's Subscription. All capital contributions shall be made to the Partnership by wire transfer or other transfer of federal or other immediately available U.S. dollar funds. Each Partner's capital contribution shall equal their Subscription and be due upon not less than ten (10) Business Days' following the Initial Closing Date.

6.1.2 General Partner's Authority to Reduce Subscriptions.

The General Partner in its sole discretion may reduce the Subscriptions of all Partners on a pro rata basis. The General Partner shall give each Partner written notice of the reduction, which notice shall include the amount of such Partner's reduced Subscription. Without limiting the generality of the foregoing, the General Partner may, by notice to any Limited Partner, force the sale of all or a portion of such Limited Partner's interest, or the withdrawal of a Limited Partner and correspondingly reduce any Subscriptions of such Limited Partner, on such terms as the General Partner determines to be fair and reasonable, or take such other action as it determines to be fair and reasonable in the event that the General Partner determines or has reason to believe that: (i) such Limited Partner has attempted to effect a Transfer of, or a Transfer has occurred with respect to, any portion of such Limited Partner's interest in violation of this Agreement; (ii) continued ownership of such interest by such Limited Partner is reasonably likely to cause the Partnership, the Management Company or any Affiliate of the foregoing to be in violation of securities laws of the United States, the British Virgin Islands or any other relevant jurisdiction or the rules of any self-regulatory organization applicable to the General Partner, the Management Company or their Affiliates; (iii) continued ownership of such interest by such Limited Partner may be harmful or injurious to the business or reputation of the Partnership, the General Partner or the Management Company, or may subject the Partnership or any Limited Partners to a risk of adverse tax or other fiscal consequence, including without limitation, adverse consequence under ERISA; (iv) any of the representations or warranties made by such Limited Partner under this Agreement or under any Subscription Agreement signed by such Limited Partner in connection with the acquisition of an interest was not true, correct and complete when made or has ceased to be true, correct and complete; (v) any portion of such Limited Partner's interest has vested in any other Person by reason of the bankruptcy, dissolution, incompetency, Incapacity or death of such Limited Partner; (vi) the Limited Partner's continued ownership of its interest would cause the Partnership to be required to register as an "Investment Company" under the Investment Company Act; or (vii) it would not be in the best interests of the Partnership, as determined by the General Partner, for such Limited Partner to continue ownership of its interest in the Partnership.

6.1.3 Benefit of Contributions.

The provisions of this Agreement, including this Article 6 and 12.4, are intended to benefit the Partners and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Partnership (and no such creditor of the Partnership shall be a third party beneficiary of this Agreement) and neither the Limited Partners nor the General Partner shall have any duty or obligation to any creditor of the Partnership to make any contribution to the Partnership or to issue any call for capital pursuant to this Agreement, except as specifically provided in this Agreement.

6.2 CONTRIBUTIONS UPON ADMISSION OF ADDITIONAL PARTNER.

6.2.1 General.

(a) The sum of the amounts contributed by such Additional Limited Partner pursuant to (*x*) 3.3.1(a) (that are attributable to the Fee and Expense Amount) and (*y*) 3.3.1(b) (that are attributable to interest with respect to the Fee and Expense Amount) shall be paid to the General Partner as an offset against Partnership Expenses.

6.2.2 Return of Cash Distributions.

6.2.2.1 Returnable Distributions.

(a) To facilitate the distribution of cash or property to the Partners received upon the sale or exchange of Portfolio Investments in circumstances in which the Partnership may have a continuing obligation to return some portion of such cash or property as a result of an indemnification or similar obligation on the part of the Partnership arising out of such sale or exchange transaction, whether in connection with a breach of representations or warranties or otherwise, any distribution by the Partnership of cash or property to the Partners shall be subject to the requirement that an amount of cash equal to all or a portion of such cash or property be returned to the Partnership to satisfy any indemnification or similar obligation. The total amount to be returned to the Partnership pursuant to this 6.2.2.1(a) shall be allocated among the Partners based on the difference between the original amount distributed to each Partner pursuant to 7.2.1 with respect to such Portfolio Investment, and the cumulative amount that would have been distributed to each Partner pursuant to 7.2.1 with respect to such Portfolio Investment, if the amount originally distributed was reduced by the amount returned pursuant to this 6.2.2.1(a), and the General Partner shall make any adjustments necessary to properly reflect the economic provisions of Article 7 and Article 10. Without derogating from the above, no Partner shall be required to return a distribution pursuant to this 6.2.2.1(a) after the fourth anniversary of the date of such distribution except to fund an indemnification or similar obligation (1) that stems from a claim or claims that have been filed or threatened as of such fourth anniversary date and (2) with respect to which the General Partner has delivered to the Partners on or before thirty (30) days after such fourth anniversary date written notice of such indemnification or similar obligation.

(b) Any amounts required to be returned pursuant to this 6.2.2.1 shall be treated in the same manner and be subject to the same provisions as other capital contributions required to be made by this Article 6, but shall not be considered part of the Subscription of any Partner. A Partner's obligation to make contributions to the Partnership under this 6.2.2.1 shall survive the dissolution and the completion of the winding up of the Partnership (in which case the obligation shall be owed to the General Partner).

6.3 FAILURE TO MAKE REQUIRED PAYMENT.

6.3.1 Interest.

Except as otherwise provided in this Agreement, upon any failure by a Limited Partner to pay a capital contribution in full when due, interest will accrue at the Default Rate on the outstanding unpaid balance of such capital contribution, from and including the date such capital contribution was due until the earlier of the date of payment of such capital contribution by such Partner (or a transferee) or the date on which the General Partner imposes a Default Charge pursuant to 6.3.3(a). The General Partner, it is sole discretion, may waive the requirement to pay interest, in whole or in part.

6.3.2 Default.

Except as otherwise provided in this Agreement, if any Limited Partner fails to make a capital contribution when due, and such failure continues for fifteen (15) days after receipt by such Partner of written notice of such failure, then such Partner (a "**Defaulting Partner**") shall be in default. Such notice shall be given by certified or registered mail or by reputable courier service. Upon the occurrence of a default, the General Partner may, in its sole discretion, pursue one or more of the following alternatives:

(a) Impose a Default Charge upon the Defaulting Partner pursuant to 6.3.3;

(b) Offer the Defaulting Partner's entire interest in the Partnership to the other Partners for purchase, in proportion to the other Partners' Subscriptions (with Partners accepting offers being permitted to take up offers declined by other Partners in proportion to their Subscriptions), at a price for that interest equal to the lesser of the then fair market value of the interest or the pre-default balance in the Defaulting Partner's Capital Account, subject to such other terms as the General Partner in its sole discretion shall determine, provided that the purchasing Partners agree to assume the Subscription of the Defaulting Partner, including any portion then due and unpaid;

(c) Assist the Defaulting Partner in selling its interest in the Partnership, with the full assumption by the buyer of the Defaulting Partner's Subscription, including any portion required to be returned;

(d) Accept a late contribution from the Defaulting Partner, with interest (if any), in satisfaction of its then outstanding obligation to contribute hereunder;

(e) Prohibit the Defaulting Partner from participating in any Follow-On Opportunity or Pay-to-Play Follow-On Financing;

(f) Cause any distributions which would otherwise be made to the Defaulting Partner to be applied against any amounts due and payable from the Defaulting Partner;

(g) Institute an action for specific performance of the Defaulting Partner's obligation to contribute to the Partnership;

(h) Accept from a Defaulting Partner, for U.S. federal (and applicable state and local) income tax purposes, an abandonment of such Defaulting Partner's interest in the Partnership, including without limitation, such Partner's Actively Deployed Capital, Capital Account and Subscription; or

(i) Pursue and enforce all of the Partnership's other rights and remedies against the Defaulting Partner under this Agreement, the relevant Subscription Agreement and applicable law, including but not limited to the commencement of a lawsuit to collect the unpaid capital contribution,

interest and costs, and reimbursement (with interest at the Default Rate) of any other damages suffered by the Partnership.

If a Defaulting Partner's interest in the Partnership is sold pursuant to (b) or (c) above or if the General Partner exercises its discretion to accept a late contribution pursuant to (d) above, the General Partner shall not impose a Default Charge pursuant to (a) above. Otherwise, the remedies set forth above shall be cumulative, and the use by the General Partner of one or more of them against a Defaulting Partner shall not preclude the use of any other such remedy.

6.3.3 Default Charge.

(a) The Partners agree that the damages suffered by the Partnership as the result of a default by a Defaulting Partner will be substantial and that such damages cannot be estimated with reasonable accuracy. As a penalty for such default (which each Partner hereby agrees is reasonable), and subject to 6.3.2, the General Partner may:

(1) (i) reduce the Defaulting Partner's Sharing Percentage, for all Portfolio Investments with respect to which the Defaulting Partner has a Sharing Percentage, by up to one hundred percent (100%) and (ii) reduce the amount of all future distributions payable to the Defaulting Partner pursuant to this Agreement by one hundred percent (100%) (clauses (i) and (ii), the "**Default Charge**") and withhold any remaining portion of all future distributions that would otherwise be payable to the Defaulting Partner until the Partnership is wound up and dissolved; and

(2) require the Defaulting Partner to remain fully liable for payment of the Fee and Expense Amount as if the default had not occurred.

(b) The General Partner shall apply amounts withheld by the General Partner under 6.3.3(a)(1) above to offset Partnership Expenses owed to the Partnership by the Defaulting Partner from time to time during the term of the Partnership.

(c) If the General Partner has withheld distributions from a Defaulting Partner pursuant to this 6.3.3 and subsequently determines to pay the withheld distributions to such Defaulting Partner, it may elect to (1) pay cash to such Defaulting Partner in lieu of any distributions which were made to non-Defaulting Partners in kind and withheld from such Defaulting Partner, but the Partnership shall not, in such event, be liable to such Defaulting Partner for any subsequent increase in the value of any securities which would have been distributed to such Defaulting Partner had such Defaulting Partner not defaulted, or (2) deliver to such Defaulting Partner the securities or other assets (or substantially identical securities or assets) such Defaulting Partner would have received had the distribution to such Defaulting Partner not been withheld, but the Partnership shall not, in such event, be liable for any diminution in the value of such securities or other assets subsequent to the date such securities would have been distributed. Any losses incurred by the Partnership upon the disposition of the securities or other assets that would

otherwise have been distributed to the Defaulting Partner in kind shall be for the account of the Defaulting Partner.

6.3.4 Effect of Default.

The General Partner shall determine the amount of such Subscription, in its sole discretion, so as to carry out the purposes of such provision; provided, however, that for purposes of determining the Fee and Expense Amount payable by the Partnership, no adjustment shall be made to the Defaulting Partner's original Subscription. If the Sharing Percentage of a Defaulting Partner with respect to a Portfolio Investment is reduced pursuant to 6.3.3(a)(1)(i), the amount of the Sharing Percentage so forfeited shall be reallocated to all Partners (other than Defaulting Partners) in the ratio of such Partners' existing Sharing Percentages with respect to such Portfolio Investment. Amounts forfeited by a Defaulting Partner under 6.3.3(a)(1)(ii) shall be distributed to all Partners (other than Defaulting Partners) as provided by 7.3.5(c).

6.3.5 Additional Adjustments in Connection with Default Charge.

After the imposition of a Default Charge, the General Partner shall make such other adjustments to subsequent distributions and subsequent allocations of Net Gain, Net Loss and any items in the nature of income, gain, loss or expense otherwise provided for in this Agreement to the extent necessary to give effect to the imposition of the Default Charge.

6.4 DEFAULT DUE TO CHANGE IN LAW.

6.4.1 General.

If, at any time before capital is required to be returned pursuant to 6.2.2, a Limited Partner shall obtain and deliver to the Partnership an opinion of counsel reasonably acceptable (as to form, substance and choice of counsel) to the General Partner to the effect that, as a result of a change in any laws or a change in any governmental rules or regulations applicable to such Limited Partner that occurs after the date of such Limited Partner's admission to the Partnership, all future contributions by such Limited Partner will be unlawful or that there is a material and substantial likelihood that all such payments will be unlawful, then such Limited Partner shall have no further right or obligation to pay any part of its unpaid Subscription.

6.4.2 Effect of Permitted Nonpayment.

If any Limited Partner is excused, pursuant to 6.4.1, from its obligation to make additional payments to the Partnership:

(a) Such Limited Partner shall not, by reason of its failure to pay such portion, be deemed to be a Defaulting Partner for purposes of 6.3; and

(b) The General Partner, in its sole discretion, may adjust subsequent Partnership allocations and distributions as necessary to ensure that, to the extent possible and subject to applicable law, the aggregate amounts allocated and distributed by the Partnership to such Partner over the term of the Partnership are equal to the aggregate amounts that would have been so allocated and distributed if such Partner's initial Subscription had at all times been equal to its Actively Deployed Capital after giving effect to this 6.4.2.

6.5 PRO-RATA RIGHTS; FOLLOW-ON OPPORTUNITIES; PAY-TO-PLAY FINANCINGS

6.5.1 Pro-Rata Rights; Follow-On Opportunities

(a) At times the Partnership's investment in a Portfolio Company (the "**Initial Investment**") by its terms may give rise to rights to purchase additional securities in such Portfolio Company's future offerings ("**Pro-Rata Rights**"). The Partnership may also be offered the opportunity to participate in subsequent sales and purchases of additional securities issued by a Portfolio Company ("**Follow-On Investment Offers**"). The General Partner may, in its sole discretion, exercise any Pro-Rata Rights or any Follow-On Investment Offer in any manner, or assign or transfer such Pro-Rata Rights or such Follow-On Investment Offer, as applicable, to any third parties (including to one or more other investment vehicles advised by the General Partner, in accordance with the General Partner's then current allocation policy, which may be offered to some, but not all Limited Partners in the General Partner's sole discretion), in full or in part, without consent of or notice to the General Partner or the Limited Partners, however, the General Partner agrees to use commercially reasonable efforts to first offer Follow-On Investment Offers to the OurCrowd Investors. Each Limited Partner acknowledges and agrees that the Pro-Rata Rights and the Follow-On Investment Offer are not actual rights or entitlements exercisable by the Partnership (or any Limited Partner). To the full extent permissible under federal securities law, each Limited Partner waives any right or remedy it may have in connection with a decision by the General Partner on behalf of the Partnership to exercise, assign or otherwise dispose of Pro-Rata Rights or a Follow-On Investment Offer. Other than as required under 6.5.1(b), no action or inaction by the General Partner with respect to any Pro-Rata Rights or Follow-On Investment Offers, as applicable, shall be deemed to adversely impact any rights or entitlements of any Limited Partner by virtue of its interest.

(b) In the event the General Partner offers Pro-Rata Rights or Follow-On Investment Offers to the Limited Partners (each a "**Follow-On Opportunity**"), the General Partner shall notify such Limited Partners of such Follow-On Opportunity, including a description of the investment opportunity, the amount potentially allocated to the Limited Partners and the method of allocation, its pricing and its transaction structure, and an estimate of the time by which such Limited Partners must firmly commit to participate in such additional investment (the "**Follow-On Notice**"), and offer such Follow-On Opportunity to the Limited Partners in accordance with this 6.5.1(b) before offering such Pro-Rata Rights or Follow-On Investment Offers to a third party. In accordance with Section 6.5.1(a), the General Partner may, in its sole discretion, provide Follow-On Notices and offer participating in a Follow-On Opportunity to some, but not all, Limited Partners.

(c) Each Limited Partner will have the time period set forth in the Follow-On Notice, to firmly commit in writing to invest in such Follow-On Opportunity and in what amount. Each Limited Partner that elects to participate is referred to as a "**Participating Limited Partner**."

(d) To the extent that the sum of all firm commitments to invest exceeds the amount of any Follow-On Opportunity, the amount will be allocated on a pro rata basis as set forth in the Follow-On Notice and the Participating Limited Partners will participate in such Follow-On Opportunity by subscribing for additional interests in a Follow-on Vehicle as described below.

(e) To the extent that the sum of all firm commitments to invest is less than the amount of any Follow-On Opportunity, the Participating Limited Partners may be offered the option to participate to the extent of their stated firm commitments, and any remaining unsubscribed portion may be offered to Limited Partners that have fully-subscribed or to unrelated third parties, as determined by the General Partner. The participation of the Participating Limited Partners and the third parties, if any, in such Follow-On Opportunity may be effected through one or more Follow-On Vehicles. New investors participating in such Follow-On Opportunity shall also be deemed "Participating Limited Partners" for purposes of this Section 6.5.1.

(f) The General Partner shall notify the Participating Limited Partners of their allocated amount in the Follow-On Opportunity (the "**Allocation Notice**"), and Participating Limited Partners then shall have the time period set forth in the Allocation Notice to contribute capital in respect of the portion of such Follow-On Opportunity allocated to such Participating Limited Partners and to execute the appropriate documents evidencing participation in the Follow-On Opportunity (the "**Follow-On Documents**"). Each Participating Limited Partner must execute the Follow-On Documents to participate in the Follow-On Opportunity.

(g) For each Follow-On Opportunity, the General Partner may, in its sole discretion, (i) offer interests of one or more Class(es) for the purpose of a Follow-On Opportunity, or (ii) form a new investment vehicle for such purpose ((i-ii) collectively, a "**Follow-On Vehicle**"). Where a Follow-On Opportunity is offered as one or more new Classes, capital and assets attributable to said Offering shall be credited toward and for the benefit of the Participating Limited Partners only (as members of the new Class(es)), and the assets and liabilities of each new Class established to effectuate a Follow-On Offering will be insulated from that of other classes created pursuant to 2.4 of this Agreement. Each Follow-On Vehicle other than a new Class will be treated as a distinct investment entity for federal income tax purposes and otherwise. The terms governing each such Follow-On Vehicle will be determined by the General Partner in its reasonable discretion.

6.5.2 Pay-to-Play Follow-On Financings

(a) Notwithstanding anything to the contrary in this Agreement, each Limited Partner is hereby advised that there may be subsequent financings of the Portfolio Company which are characterized as a "Pay-to-Play" financing, whereby existing shareholders of the Portfolio Company, including the Partnership, shall be obligated to contribute additional capital in

proportion to their pro rata holdings in the Portfolio Company in order to maintain certain rights or preferences. Accordingly, each Limited Partner may likewise be obligated, in the determination of the General Partner, to contribute capital in proportion to each such Limited Partner's pro-rata holding in the Partnership. In such an instance, the General Partner shall provide a notice to each Limited Partner setting forth the specific terms and conditions of the Pay-to-Play Follow-On Financing, the pro rata allocation of each Limited Partner in the Partnership, the consequences borne by the Partnership due to the non-participation by a Limited Partner, as well as the liquidated damages for which such Limited Partner would be liable as set forth below (a "**Pay-to-Play Notice**"). Each Limited Partner that funds its full pro-rata allocation in a Pay-to-Play Follow-On Financing in accordance with the applicable Pay-to-Play Notice shall be deemed to be a "**Pay-to-Play Participating Partner**" and each Limited Partner that does not fund its full pro-rata allocation in a Pay-to-Play Follow-On Financing in accordance with the applicable Pay-to-Play Notice shall be deemed to be a "**Pay-to-Play Non-Participating Partner**."

(b) The Limited Partners agree and acknowledge that the losses, as determined by the General Partner, suffered by the Partnership as a result of any Pay-to-Play Non-Participating Partner's failure to participate fully in a Pay-to-Play Follow-On Financing cannot be estimated with reasonable accuracy. As such, the General Partner shall calculate the liquidated damages, for losses sustained by the Partnership resulting from failure to participate, for which the Pay-to-Play Non-Participating Partner shall be liable, at such time as such losses occur so as to ensure that such calculation be reasonable and equitable under the circumstances. Such damages shall be set forth in the Pay-to-Play Notice, unless deemed not practicable by the General Partner, and may include the reduction in the Capital Account of any Pay-to-Play Non-Participating Partner, if the General Partner so determines, such that the Actively Deployed Capital of such Pay-to-Play Non-Participating Partner may be deemed to be correspondingly reduced.

(c) Each Limited Partner hereby acknowledges and agrees that the General Partner's calculation of the liquidated damages in accordance with this 6.5.2 shall be binding and conclusive on and for the Partnership and all Partners and their respective successors, assigns and personal representatives; and each Limited Partner hereby consents to all of this Section 6.5.2 and waives and releases any claims with respect thereto. For the avoidance of doubt, the amount by which a Pay-to-Play Non-Participating Partner's Actively Deployed Capital or Capital Account may be reduced shall in no case exceed the Pay-to-Play Non-Participating Partner's Actively Deployed Capital or the positive balance in such Pay-to-Play Non-Participating Partner's Capital Account immediately before the reduction.

(d) The General Partner may, in its sole discretion, offer such Pay-to-Play Follow-On Financings through a Follow-On Vehicle. Where a Follow-On Financing is offered as one or more new Classes, capital and assets attributable to said offering shall be credited toward and for the benefit of

the Pay-to-Play Participating Limited Partners only (as members of the new Class(es)), and the assets and liabilities of each new Class established to effectuate a Pay-to-Play Follow-On Financing will be insulated from that of other classes created pursuant to 2.4 of this Agreement. Each Follow-On Vehicle other than a new Class will be treated as a distinct investment entity for federal income tax purposes and otherwise. The terms governing each such Follow-On Vehicle will be determined by the General Partner in its reasonable discretion. The General Partner may, in its sole discretion, transfer interests of Pay-to-Play Participating Limited Partners to such new Class(es) or Follow-On Vehicle to facilitate and effectuate the purpose of this 6.5.2 in a manner such that no Limited Partner has any less rights or obligations other than Pay-to-Play Non-Participating Limited Partners pursuant to the provisions of this 6.5.2.

ARTICLE 7 - DISTRIBUTIONS

7.1 AMOUNT, TIMING AND FORM.

7.1.1 General.

Except as otherwise provided in this Agreement, the General Partner shall determine the amount, timing and form (whether in cash or in kind) of all distributions made by the Partnership.

7.1.2 Distribution of Proceeds of Investments.

The Partnership shall distribute, in the manner described in this Article 7 or Article 10, as the case may be, all cash proceeds of its investments as promptly as practicable. Notwithstanding the preceding sentence, the General Partner in its discretion may cause the Partnership to retain proceeds of investments for any purpose for which the General Partner would otherwise be permitted to use capital contributions under this Agreement (including, without limitation, the payment of Partnership Expenses).

7.1.3 Form of Distributions; Apportionment of Distributions.

Except as authorized by the General Partner, all distributions made before the commencement of the liquidation of the Partnership's assets pursuant to Article 10 shall consist of cash or Freely Tradable Securities, as determined by the General Partner in its sole discretion. Each lot of securities to be distributed in kind shall be distributed to the Partners in proportion to their respective shares of the proposed distribution as provided in Article 7 or Article 10, as the case may be, except to the extent that a disproportionate distribution of securities is necessary in order to avoid distributing fractional shares. For purposes of the preceding sentence, each lot of stock or other securities having a separately identifiable tax basis or holding period shall be treated as a separate lot of securities. To the extent the General Partner determines that any distributions shall consist of Freely Tradable Securities, the General Partner may nonetheless cause the Partnership to sell any Partner's proportionate share of such Freely Tradable Securities for cash on behalf of such Partner and distribute the proceeds to such Partner, net of all expenses incurred in such sale, including, but not limited to, brokerage fees and expenses and bank charges. For the avoidance of doubt, any such sale will be at the expense of such Partner and any such Partner shall acknowledge and agree (*x*) that the General Partner shall have no liability, fiduciary duty, or other obligation to

such Partner for any decision to sell such securities at any particular time or for any specified price, and, without limiting the foregoing, (*y*) that the General Partner may elect to delay the sale of such securities due to regulatory, legal, contractual or other considerations and that the purchase price paid for such securities may be less than the price that could have been received had such securities been sold at a different time, provided that if a sale cannot be achieved under the circumstances and within a reasonable time following the proposed date of such in-kind distribution, the General Partner and such Partner will make such alternative arrangements as they shall mutually and in good faith agree upon.

7.1.4 Distributions to the General Partner.

Notwithstanding anything to the contrary in this Article 7, the General Partner may elect not to receive part or all of any distribution to which it would otherwise be entitled under this Agreement and instead cause such amount to be distributed to the Limited Partners in the amounts and proportions set forth in 7.2.1; provided, however, that the General Partner, in its discretion, may subsequently distribute to itself, out of funds available therefor, additional amounts up to the amount that would result in the General Partner receiving aggregate cumulative distributions equal to what it would have received had the General Partner not elected to forgo all or a portion of any distribution in accordance with this 7.1.4.

7.2 DISCRETIONARY DISTRIBUTIONS.

7.2.1 General.

Except as otherwise provided in 7.3.1 and 7.3.5 and subject to the other provisions of this Article 7, distributions attributable to each Portfolio Investment shall initially be apportioned among the Partners in proportion to their Sharing Percentages with respect to such Portfolio Investment. Except as otherwise provided in this Agreement, including without limitation 5.2.2, the amount apportioned to the General Partner shall be distributed to the General Partner, and the amount apportioned to each Limited Partner shall be distributed as follows:

(a) *First*, one hundred percent (100%) to such Limited Partner until the cumulative amount distributed to such Limited Partner pursuant to this 7.2.1(a) is equal to such Limited Partner's capital contribution as of the date of such distribution; and

(b) *Thereafter*, the Carried Interest Percentage to the General Partner and the remaining percentage to such Limited Partner; provided that in the event that a Limited Partner receives distributions in an amount exceeding the Threshold Amount then the General Partner shall be entitled to receive the Threshold Carried Interest Percentage of any distributions exceeding the Threshold Amount (if any) with respect to such Limited Partner.

7.2.2 Operational Rules.

For purposes of 7.2.1 and this 7.2.2:

(a) If distributions to which a Defaulting Partner otherwise would have been entitled have been withheld pursuant to 6.3.3, the amounts so withheld shall be treated as having been distributed to such Partner and any

subsequent distributions of such amounts to the Defaulting Partner shall be disregarded;

(b) Tax Distributions made to a Partner and amounts distributed to a Partner pursuant to 7.3.5(c) shall be taken into account as if such distributions had been made to such Partner pursuant to the applicable provisions of 7.2.1;

(c) Amounts treated as distributed to a Partner pursuant to 6.1.2, 7.4 or 11.2.8 shall be taken into account as if such amounts had been distributed to such Partner pursuant to the applicable provisions of 7.2.1;

(d) Any excess Fee and Expense Amount returned to Partners pursuant to 5.2.2.3 shall not be taken into account;

(e) Distributions made to any Partner's predecessors in interest shall be treated as having been made to such Partner;

(f) The amount of any distribution of securities in kind shall be equal to the fair market value of such securities determined in accordance with 14.4; and

(g) If there are Defaulting Partners, distributions shall be modified to the extent required by Article 6; and references in this Article 7 to "all Partners" and to "each Partner" shall be modified accordingly.

(h) Upon achievement of the Reimbursement Threshold, any Partnership Expenses incurred by the Partnership but for which there are insufficient funds in the Fee Reserve shall reduce dollar-for-dollar the amount of distributions to which such Partner otherwise would be entitled under 7.2 in proportion to their Subscriptions, in the manner set forth in 5.2.2.2.

7.2.3 Treatment of Recalled Distributions.

Any amounts required to be returned pursuant to 6.2.2 or 12.4 shall no longer be treated as having been distributed for all purposes under this Agreement, and therefore can be recalled only once under 6.2.2 or 12.4.

7.3 TAX DISTRIBUTIONS; OTHER SPECIAL DISTRIBUTIONS.

7.3.1 Tax Distributions — General.

Except as provided in 7.3.2 and subject to 7.3.3 and 7.3.4, the Partnership shall distribute to each Partner (including any Tax-Exempt Partners) in cash, with respect to each fiscal year, either during such year or within ninety (90) days thereafter, an amount (a "**Tax Distribution**") equal to the aggregate national, provincial, state and local income tax liability such Partner would have incurred as a result of such Partner's ownership of an interest in the Partnership, determined as follows:

(a) For each fiscal year of the Partnership, the General Partner shall identify a jurisdiction (the "**Designated Jurisdiction**") (i) in which the General Partner or any direct or indirect beneficial owner of any equity interest in the General Partner is subject to income tax on such Person's direct or

indirect allocable share of income of the Partnership for the fiscal year with respect to which the Tax Distribution is made, and (ii) is selected by the General Partner in its reasonable discretion; and

(b) The Tax Distribution of any Partner for a fiscal year shall be the amount of the combined national, provincial, state and local income tax that would be payable by such Partner for such fiscal year (i) assuming such Partner was a natural person resident in the Designated Jurisdiction for such year, (ii) that all taxes were imposed at the highest effective marginal rate of taxation applicable in the Designated Jurisdiction, (iii) assuming the Partner's only income for the fiscal year was such Partner's allocable share of the income of the Partnership, (iv) taking into account the character of income to the particular Partner (*e.g.*, as ordinary income or capital gain), (v) taking into account any allowable national income tax deduction or credit for provincial, state and local taxes (subject to any limitations the General Partner believes in good faith are likely to apply), (vi) without taking into account the carryover of any items of loss, deduction or expense previously allocated by the Partnership to such Partner, (vii) disregarding any deduction or credit if the General Partner believes in good faith such deduction or credit likely would not be of benefit to a taxpayer that is a natural person, and (viii) using such other reasonable assumptions as the General Partner may in good faith determine.

7.3.2 Tax Distributions — Reduction.

The aggregate amount of Tax Distributions with respect to any fiscal year may be reduced, on a pro rata basis, or not made if and to the extent determined by the General Partner in its sole discretion.

7.3.3 Advances to Pay Estimated Taxes.

The Partnership may make distributions to all Partners (including any Tax-Exempt Partners) during any Partnership fiscal year to enable the Partners to satisfy their liability to make estimated tax payments with respect to such fiscal year or the preceding fiscal year based on calculations of the Partners' estimated tax liability made in accordance with 7.3.1. Any such distributions shall be deemed to be Tax Distributions except to the extent they are required to be returned to the Partnership pursuant to the next succeeding sentence. If the aggregate amount of distributions made to the General Partner for estimated taxes with respect to any fiscal year exceeds the tax liability of the General Partner with respect to such fiscal year (calculated as of the end of such fiscal year pursuant to 7.3.1), the General Partner shall treat such excess as an advance and shall promptly return such excess to the Partnership without interest by December 31st of the fiscal year following the fiscal year in which it was received. Upon the return of such excess amount by the General Partner, such amount shall no longer be considered a Tax Distribution under any other provision of this Agreement. The Capital Account of the General Partner shall properly account for any such distribution and return, but the Actively Deployed Capital of the General Partner shall not be increased by any such return.

7.3.4 Coordination of Tax Distributions and Other Distributions.

Distributions made to any Partner in cash pursuant to 7.2 or 7.3.5 during any fiscal year (other than any amounts treated as a Tax Distribution with respect to a prior fiscal year) shall reduce

dollar-for-dollar the amount of Tax Distributions to which such Partner otherwise would be entitled with respect to such fiscal year.

7.3.5 Other Special Distributions.

Notwithstanding any other provision of this Article 7, the following special distributions shall be made at such time or times as the General Partner in its discretion shall determine:

(a) Distributions of available cash corresponding to amounts of Delayed Payment Interest, if any, received by the Partnership shall be distributed to all Partners other than the Partner liable to pay such amounts in proportion to their respective Actively Deployed Capital.

(b) Distributions of available cash equal to the amount of Temporary Investment Income, if any, received by the Partnership for a period shall be distributed to the Partners in proportion to their Sharing Percentages in the investment giving rise to such Temporary Investment Income or if the General Partner so determines to be appropriate, in proportion to their respective Actively Deployed Capital.

(c) Any other amounts available for distribution, as determined by the General Partner in its sole discretion, and not otherwise specifically distributable under this Agreement, shall be distributed among the Partners in such proportions and at such times as the General Partner determines to reflect the Partners' economic interests in the Partnership.

No distribution made to a Partner pursuant to this 7.3.5 (other than pursuant to 7.3.5(c)) shall be taken into account in determining the amount previously distributed to (or to be distributed to) such Partner pursuant to the other provisions of this Article 7.

7.4 PAYMENT OF TAXES.

7.4.1 General.

If the Partnership incurs an obligation to pay directly any amount in respect of taxes with respect to amounts allocated or distributed to one or more Partners, including but not limited to withholding taxes imposed on any Partner's or former Partner's share of the Partnership gross or net income and gains (or items thereof), taxes imposed on any Partner or the Partnership as a result of a Transfer of any interest in the Partnership, income taxes, and any interest, penalties or additions to tax, and any costs and expenses relating thereto, or if the amount of a payment or distribution of cash or other property to the Partnership is reduced as a result of withholding by other parties (in each case, a "**Tax Liability**"):

(a) All payments by the Partnership in satisfaction of such Tax Liability and all reductions in the amount of a payment or distribution that the Partnership otherwise would have received shall be treated, pursuant to this 7.4, as distributed to those Partners or former Partners to which the related Tax Liability is attributable.

(b) Notwithstanding any other provision of this Agreement, subsequent distributions to the Partners shall be adjusted by the General Partner in an

equitable manner so that, to the extent feasible, the burden of taxes withheld at the source or paid by the Partnership is borne by those Partners to which such Tax Liability is attributable.

(c) The General Partner in its sole discretion may cause any amount treated pursuant to 7.4.1(a) as distributed to any Partner or former Partner at any time that exceeds the amount, if any, of distributions to which such Person is then entitled under this Agreement to be treated as a loan to such Person, and the General Partner shall give prompt written notice to such Person of the amount of such loan.

(d) If the Partnership incurs an Imputed Underpayment Amount, the General Partner shall determine in its discretion the portion of such Imputed Underpayment Amount attributable to each Partner or former Partner and such attributable amount shall be treated as a Tax Liability pursuant to this Agreement. The portion of any Imputed Underpayment Amount attributed to a former Partner shall be treated as a Tax Liability pursuant to this Agreement with respect to both such former Partner and such former Partner's transferee(s), as applicable. Each former Partner shall continue to be obligated to reimburse the Partnership or General Partner under this 7.4.1. For purposes of this Agreement, "**Imputed Underpayment Amount**" shall mean (i) any "imputed underpayment" within the meaning of Section 6225 of the Code (or any corresponding or similar provision of federal, state, local or foreign tax law) paid (or payable) by the Partnership as a result of an adjustment with respect to any Partnership item (including, without limitation, any "partnership-related item" within the meaning of Code Section 6241(2) (or any corresponding or similar provision of federal state, local or foreign tax law)), including any interest, penalties or additions to tax, or related costs and expenses, with respect to any such adjustment, (ii) any amount not described in clause (i) (including any interest, penalties or additions to tax with respect to such amounts) paid (or payable) by the Partnership as a result of the application of Code Sections 6221 through 6241 (or any corresponding or similar provision of federal, state, local or foreign tax law), and/or (iii) any amount paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Partnership holds (or has held) a direct or indirect interest other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the Partnership bears the economic burden of such amounts, whether by law or agreement, as a result of the application of the provisions of Code Sections 6221 through 6241 (or any corresponding or similar provision of federal, state, local or foreign tax law), including any interest, penalties or additions to tax with respect to such amounts.

(e) Each Partner agrees to indemnify and hold harmless the Partnership and the General Partner from and against any and all liability with respect to any Tax Liability with respect to such Partner. A Partner's obligation to so indemnify shall survive the Transfer of such Partner's interest in the Partnership, and the winding up, liquidation, and dissolution of the Partnership or the Partner's interest therein, and the Partnership may

pursue and enforce all rights and remedies it may have against each such Partner under this 7.4.

7.4.2 Tax Liability.

The General Partner, after consulting with the Partnership's accountants or other advisers, shall determine the amount, if any, of any Tax Liability attributable to any Partner (for avoidance of doubt, taking into account any reduction in any Imputed Underpayment Amount under Section 6225(c) of the Code that the General Partner reasonably determines is properly attributable to a Partner). For this purpose, the General Partner shall be entitled to treat any Partner as ineligible for an exemption from or reduction in the rate of such Tax Liability under a tax treaty or otherwise except to the extent that such Partner provides the General Partner with such written evidence as the General Partner or the relevant tax authorities may require to establish such Partner's entitlement to such exemption or reduction.

7.4.3 Repayment of Any Amounts Treated as Loans.

Each Partner covenants, for itself, its successors, assigns, heirs and personal representatives, that such Person shall repay any loan described in 7.4.1(c) not later than thirty (30) days after the General Partner delivers a written demand for such repayment (whether before or after the withdrawal of such Partner from the Partnership, but in no event later than the dissolution of the Partnership). Such Person shall pay interest to the Partnership at the Prime Rate plus two percent (2%) per annum for the entire period commencing on the date on which the Partnership paid such amount and ending on the date on which such Person repays such amount to the Partnership together with all accrued but previously unpaid interest. The Partnership may collect such unpaid amounts (including interest) from any distributions that otherwise would be made by the Partnership to such Person and shall treat the amount so collected as having been distributed to such Person.

7.4.4 Partnership Obligation.

For purposes of this 7.4, any obligation to pay any amount in respect of any Tax Liability incurred by the General Partner or any direct or indirect partner, member or stockholder of the General Partner with respect to income of or distributions made to any other Partner or former Partner shall constitute a Partnership obligation, and, as such, shall be fully indemnified by the Partnership.

7.5 CERTAIN DISTRIBUTIONS PROHIBITED.

Anything in this Article 7 to the contrary notwithstanding, no distribution shall be made to any Partner if, and to the extent that, such distribution would not be permitted under any applicable provision of the Act.

ARTICLE 8 - CAPITAL ACCOUNTS; ALLOCATIONS

8.1 CAPITAL ACCOUNTS.

8.1.1 Creation and Maintenance.

There shall be established on the books of the Partnership a capital account for each Partner (such Partner's "**Capital Account**") that shall be:

(a) The Actively Deployed Capital of the Partner;

(b) *Increased* by (1) the portion of the capital contribution of such Partner transferred to the Partnership from time to time (including, any portion of the Fee and Expense Amount transferred to the Partnership from time to time, but, excluding any portion of the Fee and Expense Amount of such Partner held in escrow by or for the Partnership that as of the applicable time has not been transferred from escrow to the Partnership) , and (2) any amounts in the nature of income or gain allocated to such Partner pursuant to this Article 8 or Appendix II (other than allocations pursuant to paragraph 4 of Appendix II that are solely for tax purposes);

(c) *Decreased* by (1) any distributions made to such Partner (including any amounts rebated pursuant to 5.3.3) and (2) any amounts in the nature of loss or expense allocated to such Partner pursuant to this Article 8 or Appendix II (other than allocations pursuant to paragraph 4 of Appendix II that are solely for tax purposes); and

(d) Otherwise adjusted in accordance with the provisions of this Agreement including, but not limited to, 6.3.3 (relating to the imposition of a Default Charge) and 8.1.3 (regarding compliance with Section 704(b) of the Code).

8.1.2 Timing of Allocations.

Allocations of Net Gain, Net Loss, and any other items of income, gain, loss and deduction pursuant to this Article 8 and Appendix II shall be made for each fiscal year of the Partnership as of the end of such fiscal year; provided, however, that if the Carrying Value of the assets of the Partnership are adjusted in accordance with clause (ii) of the definition of "Carrying Value," the date of such adjustment shall be considered to be the end of a fiscal year for purposes of computing and allocating such Net Gain, Net Loss, and other items of income, gain, loss and deduction.

8.1.3 Compliance with Treasury Regulations.

The provisions of this Article 8 and Appendix II, including the provisions relating to the maintenance of Capital Accounts, are intended to comply with Section 704(b) of the Code and the Treasury Regulations promulgated thereunder, and shall be interpreted and applied in a manner consistent with such regulations.

8.2 ALLOCATIONS OF INCOME AND LOSS.

Subject to the provisions of Appendix II, all allocations of income, gain, loss, deduction and items thereof shall be made in accordance with the provisions of this 8.2 in the order set forth below.

8.2.1 Net Gain or Loss.

(a) Following the application of 8.2.2, any remaining Net Gain or Net Loss of the Partnership for any fiscal period shall be allocated among the Partners in such proportions and in such amounts as may be necessary so that following such allocations, the Adjusted Capital Account balance of each Partner equals such Partner's then Target Balance.

(b) If the amount of Net Gain or Net Losses allocable to the Partners pursuant to 8.2.1(a) for a period is insufficient to allow the Adjusted Capital Account balance of each Partner to equal such Partner's Target Balance, such Net Gain or Net Losses shall be allocated among the Partners in such a manner as to decrease the differences between the Partners' respective Adjusted Capital Account balances and their respective Target Balances in proportion to such differences.

(c) The General Partner shall, to the greatest extent possible, allocate specific items of income, gain, loss or expense to the Partner or Partners intended to receive the benefit or bear the burden of such items under this Agreement, as determined by the General Partner.

8.2.2 Special Allocations.

Notwithstanding the general allocation provisions set forth in this Article 8:

(a) To the extent permitted under Section 704(b) of the Code and the Treasury Regulations thereunder, items of Partnership Expense attributable to the Management Fee shall be allocated to all Limited Partners in proportion to their pro rata amounts of Management Fee calculated as provided in 5.2.2.1. Any value added taxes to be paid by the Partnership on account of the Management Fee or Carried Interest Distributions shall be paid by the General Partner or its Affiliates.

(b) The General Partner shall be permitted to make special allocations and/or adjust the allocations that otherwise would be made pursuant to this Agreement as may be necessary or appropriate to reduce (but not below zero) the amount of Three-Year Net Gain allocated to the General Partner in respect of its Carried Interest Distributions. "**Three-Year Net Gain**" shall mean any Net Gain or items thereof attributable to Portfolio Investments that have a tax holding period of three years or less. Allocations pursuant to this 8.2.2(b) shall be made in consultation with tax advisors to the Partnership and in a manner that will not reduce the amount of distributions to which any Limited Partner is otherwise entitled under this Agreement. If allocations are made pursuant to this 8.2.2(b), subsequent distributions to the General Partner shall be limited to the extent necessary to ensure that such allocations are respected for federal income tax purposes, and the General Partner will not be entitled to receive any such distributions to the extent they would create or increase a negative balance in the Capital Account of the General Partner.

8.3 ADMISSION OF ADDITIONAL PARTNERS.

If any Person is admitted to the Partnership (or the Subscription of any existing Partner is increased) after the Initial Closing Date, the General Partner shall adjust subsequent allocations of Partnership income, gain, loss and expense otherwise provided for in this Article 8 and Appendix II as necessary so that, after such adjustments have been made each Partner (other than a Defaulting Partner) shall have a Capital Account balance equal to the balance (and shall reflect, to the greatest extent possible, the specific items of income, gain, loss and expense (or, if specific items are not available, the nature and character of the items)) such Partner would have had if (a) it had been

admitted to the Partnership on the Initial Closing Date with a Subscription equal to its Subscription immediately following such admission or increase, and (b) it had made all capital contributions in respect of such Subscription when originally due; provided, however, that the allocations otherwise required by this 8.3 shall be limited to those permitted by Section 706 of the Code.

ARTICLE 9 - DURATION OF THE PARTNERSHIP

9.1 TERM OF PARTNERSHIP.

The Partnership shall continue until the eighth anniversary of the Initial Closing Date, unless its term is extended as provided in this 9.1, or unless it is sooner wound up and dissolved as provided in 9.2 or 9.3 or by operation of law. The term of the Partnership may be extended for up to four additional one-year periods by the General Partner in its sole discretion.

9.2 DISSOLUTION UPON WITHDRAWAL OF GENERAL PARTNER.

(a) The Partnership shall be wound up and dissolved if there shall occur with respect to the General Partner any of the events of withdrawal described in the Act, subject to the terms thereof.

(b) The Partnership shall not be wound up and dissolved in the event of the dissolution, death, bankruptcy, insolvency, incompetence, disability or admission of any Limited Partner, or any other similar event involving the existence, status or organization of a Limited Partner.

9.3 DISSOLUTION BY PARTNERS.

(a) The General Partner may commence the winding up and dissolution of the Partnership or any Parallel Fund at any time on not less than ninety (90) days' prior written notice with the consent of a majority-in-interest of the OurCrowd Investors.

9.4 DISSOLUTION UPON TRANSFER TO LIQUIDATING TRUST; SALE OR DISPOSITION OF PARTNERSHIP ASSETS.

The Partnership shall be wound up and dissolved in the event of the sale or other disposition, not including an exchange, of all or substantially all of the Partnership's assets, including the transfer of all or substantially all of the Partnership's assets into a Liquidating Trust.

ARTICLE 10 - LIQUIDATION OF ASSETS

10.1 GENERAL.

Upon commencement of its winding up, the Partnership's assets shall be liquidated in an orderly manner. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Agreement; provided, however, that pursuant to the Act, the courts may, upon application of a creditor of the Partnership, and no other Person, appoint another liquidator, or the General Partner may appoint a third party liquidator.

10.2 LIQUIDATING DISTRIBUTIONS.

The liquidator shall pay or provide for the satisfaction of the Partnership's liabilities and obligations to creditors. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Partnership in such reasonable manner as the liquidator shall determine. All items of income, gain, loss and expense shall be allocated among the Partners in accordance with Article 8 and Appendix II, and the remaining assets of the Partnership shall then be distributed to the Partners in cash (to the extent feasible) or in kind as provided in 7.2.1. During the liquidation of the Partnership, the liquidator shall furnish to the Partners the financial statements and other information specified in 14.3, subject to 14.8.7.

10.3 EXPENSES OF LIQUIDATOR.

The expenses incurred by the liquidator in connection with winding up the Partnership, all other losses or liabilities of the Partnership incurred in accordance with the terms of this Agreement, and reasonable compensation for the services of the liquidator shall be borne by the Partnership. If the General Partner serves as the liquidator, it shall not be entitled to additional compensation for providing services in such capacity as long as it continues to be entitled to payments of the Management Fee; however, the General Partner (or other liquidator) may have its expenses as liquidator reimbursed as a Partnership Expense if no further Management Fees are due from the Partnership.

10.4 DURATION OF LIQUIDATION.

A reasonable time shall be allowed for the winding up of the affairs of the Partnership in order to minimize any losses that might otherwise result and obtain fair market value upon a sale of any Portfolio Investments. The liquidator shall use commercially reasonable efforts to carry out the liquidation in conformity with the timing requirements of Treasury Regulations Section 1.704-1(b)(2)(ii)(*g*), but will not be bound to do so or liable to any Partner for failure to do so.

10.5 LIABILITY FOR RETURNS.

10.5.1 General.

The liquidator, the General Partner and their respective direct and indirect partners, members, stockholders, officers, directors, managers, employees, agents and Affiliates shall not be personally liable for the return of the capital contributions of any Partner.

10.5.2 Limited Partner Obligations.

No Limited Partner shall be obligated to restore to the Partnership any amount with respect to a negative Capital Account; provided, however, that this provision shall not affect the obligations of Partners to make their agreed-upon capital contributions and any other payments to the Partnership that are required under this Agreement or applicable law.

10.5.3 General Partner Return Obligation.

After the Partnership has made its final distribution of assets pursuant to 10.2, if with respect to any Limited Partner other than a Defaulting Partner, the amount of Carried Interest Distributions received by the General Partner with respect to such Limited Partner exceeds Carried Interest

Percentage of the excess of (i) the distributions attributable to Portfolio Investments apportioned to such Limited Partner pursuant to 7.2.1 (including amounts distributed to the General Partner pursuant to 7.2.1(b)) over (ii) the capital contributions of such Limited Partner (the amount of such excess distributions with respect to a Limited Partner, the "**Shortfall Amount**"), then the General Partner shall return to the Partnership for distribution to such Limited Partner an amount equal to the lesser of (*x*) the Shortfall Amount and (*y*) the amount of the aggregate Carried Interest Distributions received by the General Partner attributable to such Limited Partner *minus* all Tax Distributions (solely to the extent attributable to items of income or gain allocated to the General Partner that correspond to the General Partner's right to receive Carried Interest Distributions) for each fiscal period since the Partnership's inception to which the General Partner would have been entitled if all such Tax Distributions had been made in full in accordance with 7.3.1, without reduction for distributions made pursuant to other provisions. For purposes of the preceding sentence, the Tax Distributions to which the General Partner would have been entitled shall include the additional tax liability the General Partner would have incurred if all property distributed in kind by the Partnership to the General Partner since the inception of the Partnership had been sold for its fair market value immediately following its receipt by the General Partner. Any amount the General Partner is required to return to the Partnership pursuant to this 10.5.3, shall be returned in cash or in assets distributed in kind by the Partnership or in any combination thereof, on or before the 90th day after the final distribution of assets by the Partnership pursuant to 10.2. To the extent that assets distributed in kind by the Partnership are returned to the Partnership pursuant to the terms of this 10.5.3, such assets shall be valued as of the date of such return at the fair market value thereof determined pursuant to 14.4. "**Carried Interest Distributions**" with respect to a Limited Partner means distributions in an amount equal to the aggregate distributions to the General Partner pursuant to 7.2.1(b) with respect to such Limited Partner since inception.

10.5.4 Distribution of Returned Amounts.

Amounts returned by the General Partner to the Partnership pursuant to 10.5.3 shall be paid to creditors of the Partnership or distributed to the Partners as set forth in 10.5.3. In no event shall 10.5.3 be enforceable for the benefit of any Person other than the Limited Partners, their successors and their assigns.

10.6 DISSOLUTION.

Upon completion of the Partnership's winding up, the General Partner (or other liquidator) shall file a notice of dissolution in accordance with the Act, and the Partnership will then dissolve.

10.7 TRANSFER INTO LIQUIDATING TRUST

Commencing on the fourth anniversary of the Initial Closing Date if the Partnership has not been previously dissolved, the General Partner, at its sole discretion, may resolve to transfer all or substantially all of the assets of the Partnership to the General Partner or an Affiliate of the General Partner as a trustee pursuant to a nominee arrangement to be entered into between the Partnership and the trustee, whereby the assets of the Partnership shall be held by the trustee for the benefit of the Limited Partners under economic terms substantially the same as the terms herein, including with respect to Carried Interest Distributions (such arrangement, a "**Liquidating Trust**"). Notwithstanding anything to the contrary herein, following the expiration of the term of the Partnership pursuant to Section 9.1, the assets of the Partnership, if not previously liquidated, shall be transferred into a Liquidating Trust unless the General Partner resolves otherwise.

ARTICLE 11 - LIMITATIONS ON TRANSFERS AND WITHDRAWALS OF PARTNERSHIP

INTERESTS

11.1 TRANSFERS OF GENERAL PARTNER'S INTEREST.

The General Partner shall not assign, pledge, mortgage, hypothecate, give, sell or otherwise dispose of or encumber (each such act, a "**Transfer**") all or any part of its general partner interest in the OurCrowd Funds, except (a) in connection with the change or technical reconstitution of the form of legal entity of the General Partner, (b) with the consent of a majority-in-interest of the OurCrowd Investors or (c) to an Affiliate of the General Partner or the Management Company. Any attempted Transfer of the General Partner's interest except in compliance with the preceding sentence shall be void. If a General Partner transfers its interest pursuant to this 11.1, the transferee shall be admitted to the Partnership only upon the written consent of the transferring General Partner. In connection with any borrowing or guarantee by the Partnership, the General Partner may collaterally assign the right of the Partnership to make and receive drawdowns of capital contributions and related rights, otherwise permitted by this Agreement, to a lender to secure a guarantee by, or a loan to, the Partnership or to an Affiliate, and no such collateral assignment shall be treated as a Transfer for purposes of this Agreement or otherwise require the consent of the Limited Partners or the OurCrowd Investors.

11.2 TRANSFERS OF LIMITED PARTNERSHIP INTERESTS.

11.2.1 General.

No Transfer of a Limited Partner's interest in the Partnership, in whole or in part, shall be made other than pursuant to this 11.2. Any attempted Transfer of all or any part of a Limited Partner's interest in the Partnership without compliance with this Agreement shall be void. Each Transfer shall be subject to all of the terms, conditions, restrictions and obligations set forth in this Agreement, be evidenced by a written agreement executed by the transferor, the transferee(s) and the General Partner, in form and substance satisfactory to the General Partner, and be effective as of the first day or last day of a fiscal quarter (unless otherwise agreed to by the General Partner).

11.2.2 Consent of General Partner.

The prior written consent of the General Partner, which may be granted or withheld in its sole discretion, shall be required for any Transfer of all or part of any Limited Partner's interest in the Partnership, including a Transfer of solely an economic interest in the Partnership. As a condition to its consent to a Transfer, the General Partner shall be authorized to impose such terms as it deems appropriate, in its sole discretion, including, without limitation, any disclosure to applicable tax authorities and payments of taxes as the General Partner deems necessary.

11.2.3 No Public Trading in Partnership Interests.

The General Partner shall not cause or permit any offering of interests in the Partnership to be registered under the Securities Act or to become "traded on an established securities market," and shall withhold its consent to any Transfer that, to the General Partner's knowledge after reasonable inquiry, otherwise would be accomplished by a trade on a "secondary market or the substantial equivalent thereof," in each case within the meaning of Sections 7704 or 469(k) of the Code and the applicable Treasury Regulations.

11.2.4 No Recognition of Certain Transfers.

No Transfer of any "partnership interest" (as defined in Treasury Regulations Section 1.7704-1(a)(2)) in the Partnership or portion thereof or derivative interest therein shall be permitted or "recognized" (within the meaning of Treasury Regulations Section 1.7704-1(d)) by the Partnership or the General Partner unless either (a) the General Partner determines that such Transfer will not cause the Partnership to fail to qualify for any otherwise applicable safe harbor set forth in the Treasury Regulations under Section 7704 of the Code or (b) the General Partner otherwise determines, after consulting with the Partnership's tax advisors, that such Transfer will not cause the Partnership to be treated as a publicly traded partnership under Section 7704(b) of the Code.

11.2.5 Required Representations by Parties.

(a) The transferor and each transferee shall provide to the General Partner, in connection with any proposed Transfer, written representations to the effect that:

(1) The proposed Transfer will not be effected on or through (A) a national, regional, local or other securities exchange or (B) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers; and

(2) Such Person is not, and its proposed Transfer or acquisition (as the case may be) will not be made by, through or on behalf of (A) a Person, such as a broker or a dealer, making a market in interests in the Partnership, or (B) a Person who regularly makes available to the public bid or offer quotes with respect to interests in the Partnership.

(b) The transferor and transferee(s) shall provide such additional written representations as the General Partner reasonably may request, including representations required by 14.8.4.

(c) The General Partner and counsel to the Partnership shall be permitted to rely upon any representations made by the transferor and transferee(s), whether pursuant to 11.2.5(a) or 11.2.5(b) or otherwise, and on written representations from other Partners made prior to or contemporaneously with such proposed Transfer. The General Partner, in its sole discretion, may waive its right to obtain any representations otherwise required by 11.2.5(a) or 11.2.5(b).

11.2.6 Other Prohibited Legal Consequences.

No Transfer shall be permitted, and the General Partner shall withhold its consent with respect thereto, if it determines in good faith that such Transfer would:

(a) Result in the Partnership's assets becoming "plan assets" of any ERISA Partner within the meaning of the Plan Assets Regulation;

(b) Result in a non-exempt "prohibited transaction" under Section 406 of ERISA and/or Section 4975 of the Code, if necessary;

(c) Result in a violation of the registration requirements of the Securities Act;

(d) Require any OurCrowd Fund to register as an investment company under the Investment Company Act;

(e) Require the General Partner or any of its Affiliates to register as an investment adviser under the Advisers Act; or

(f) Result in the Partnership being considered to be a "publicly traded partnership" under Section 7704 of the Code.

11.2.7 Opinion of Counsel.

Any Transfer otherwise permitted hereunder will be made only upon receipt by the Partnership of a written opinion of counsel for the Partnership, or of other counsel reasonably satisfactory to the General Partner, in form and substance satisfactory to the General Partner, as to compliance with 11.2.6 and such other legal matters as the General Partner reasonably may request. The General Partner may waive, in whole or in part, the requirement of an opinion pursuant to this 11.2.7.

11.2.8 Reimbursement of Transfer Expenses.

The transferor of any interest in the Partnership hereby agrees to reimburse the Partnership, at the request of the General Partner, for any expenses reasonably incurred by the Partnership in connection with such Transfer, including the costs of seeking and obtaining the legal opinion required by 11.2.7 or 11.3.1, costs resulting from an election pursuant to Section 754 of the Code and adjusting the basis of Partnership assets under such election, and any other legal, accounting and miscellaneous expenses ("**Transfer Expenses**"), whether or not such Transfer is consummated. At its election, and in any event if the transferor has not reimbursed the Partnership for any Transfer Expenses incurred by the Partnership in preparing for or consummating a proposed or completed Transfer within ten (10) days after the General Partner has delivered to such Partner written demand for payment, the General Partner may seek reimbursement from the transferee of such interest. If the transferee does not reimburse the Partnership for such Transfer Expenses within a reasonable time, the General Partner may offset the amount of such Transfer Expenses against any distribution payable under Article 7 with respect to the interest transferred or proposed to be transferred (it being understood that the amount so offset shall be deemed to have been distributed).

11.2.9 Withholding Tax Forms.

Notwithstanding anything in this Agreement to the contrary, except as otherwise agreed by the General Partner in its sole discretion, as a condition to any proposed Transfer:

(a) If the Partner who proposes to transfer its interest in the Partnership (or if such Partner is a disregarded entity for U.S. federal income tax purposes, the first direct or indirect beneficial owner of such Partner that is not a disregarded entity (the "**Partner's Owner**")) is a "United States person" as defined in Section 7701(a)(30) of the Code, then such Partner (or the Partner's Owner, if applicable) shall complete and provide to both of the transferee and the Partnership, a duly executed affidavit in the form provided to such transferor by the Partnership, certifying, under penalty of perjury, that the Partner (or Partner's Owner, if applicable) is not a foreign person, nonresident alien, foreign corporation, foreign partnership, foreign

trust, or foreign estate (as such terms are defined under the Code and applicable Treasury Regulations, including for purposes of Code Section 1445 and 1446) and the Partner's (or Partner's Owner's, if applicable) United States taxpayer identification number; or

(b) If the Partner who proposes to transfer its interest in the Partnership (or if such Partner is a disregarded entity for U.S. federal income tax purposes, the Partner's Owner) is not "United States person" as defined in Section 7701(a)(30) of the Code, then such transferor and transferee shall jointly provide to the Partnership written proof reasonably satisfactory to the General Partner that any applicable withholding tax that may be imposed on such transfer (including pursuant to Sections 864 and 1446 of the Code) and any related tax returns or forms that are required to be filed, have been, or will be, timely paid and filed, as applicable.

11.3 ADMISSION OF SUBSTITUTED LIMITED PARTNERS.

11.3.1 General.

Any transferee of a Partnership interest transferred in accordance with the provisions of this Article 11 shall be admitted as a Limited Partner only with the General Partner's written consent (which consent may be withheld for any reason or for no reason), and upon its execution of a Subscription Agreement pursuant to which it agrees to adhere to the terms of this Agreement. Without the written consent of the General Partner to such substitution and the written opinion of counsel required by 11.2.7 (or waiver thereof by the General Partner), no transferee of a Partnership interest shall be admitted as a Limited Partner.

11.3.2 Effect of Admission.

The transferee of an interest in the Partnership transferred pursuant to this Article 11 that is admitted to the Partnership as a Limited Partner shall succeed to the rights and liabilities of the transferor Limited Partner with respect to such interest and, after the effective date of such admission, the Subscription, Actively Deployed Capital, Sharing Percentages and Capital Account of the transferor shall become the Subscription, Actively Deployed Capital, Sharing Percentages and Capital Account of the transferee, to the extent of the interest transferred. If a transferee is not admitted to the Partnership as a Limited Partner, (a) such transferee shall have no right to participate with the Limited Partners in any votes taken or consents granted or withheld by the Limited Partners hereunder, and (b) the transferor (including, if applicable, the estate, legal representative, or other successor of the original owner) shall remain liable to the Partnership for all contributions and other amounts payable with respect to the transferred interest to the same extent as if no Transfer had occurred.

11.4 NON-COMPLIANT TRANSFER.

If a Transfer has been proposed or attempted but has not satisfied the requirements of this Article 11 (including, as determined in good faith by the General Partner, any transaction which does not otherwise constitute a Transfer but a purpose of which is to achieve indirectly a result similar to that which would be achieved directly if such transaction were structured as a Transfer), the General Partner shall not admit the purported transferee as a Limited Partner but, to the contrary, shall use its reasonable best efforts to ensure that the Partnership (a) continues to treat the transferor as the sole owner of the interest in the Partnership purportedly transferred, (b) makes no distributions to

the purported transferee, and (c) does not furnish to the purported transferee any tax or financial information regarding the Partnership. The General Partner shall also use its reasonable best efforts to ensure that the Partnership does not otherwise treat the purported transferee as an owner of any interest in the Partnership (either legal or equitable), unless required by law to do so. The Partnership shall be entitled to seek injunctive relief, at the expense of the purported transferor, to prevent any such purported Transfer.

11.5 MULTIPLE OWNERSHIP.

If any Transfer results in multiple ownership of any Limited Partner's interest in the Partnership, the General Partner may require one or more trustees or nominees to be designated as representing a portion of or the entire interest transferred for purposes of (a) receiving all notices which may be given, and all payments which may be made, under this Agreement and (b) exercising all rights which the transferor as a Limited Partner has pursuant to the provisions of this Agreement.

11.6 NO WITHDRAWAL RIGHTS.

Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw from the Partnership, to withdraw its capital and profits from the Partnership, or to demand and receive any Partnership property in exchange for its interest in the Partnership.

ARTICLE 12 - EXCULPATION AND INDEMNIFICATION

12.1 EXCULPATION.

12.1.1 General.

No Covered Person, whether or not such Person remains a Covered Person, shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner which arises out of any investment or any other action or omission of such Covered Person if (a) such Covered Person acted in good faith, and (b) such conduct did not constitute gross negligence (except that such exclusion for gross negligence shall not apply to liability arising out of or relating to a Covered Person's service as a director or an officer (or equivalent role) of any former or current Portfolio Company), fraud, intentional misconduct or a willful, material breach of this Agreement. For purposes of this Article 12, "**Covered Person**" shall mean the General Partner (including without limitation the General Partner acting as Partnership Representative or liquidator), the partners of the General Partner, the Management Company, any Affiliate of the foregoing and each direct and indirect partner, member, stockholder, director, officer, manager, employee, consultant or agent of any of the foregoing.

12.1.2 Further Limitations.

No action, suit or proceeding may be brought by any Limited Partner against a Covered Person with respect to any investment or any other act or omission by such Covered Person which relates to either the Partnership, the OurCrowd Investors taken as a whole, or any class or group of OurCrowd Investors, unless such action, suit or proceeding is: (A) with respect to an alleged act of negligence or willful misconduct by a Covered Person, and (B) brought by (i) one or more OurCrowd Investors representing at least fifty percent (50%) in interest of the OurCrowd Investors with respect to the Partnership or the Limited Partners taken as a whole, or (ii) one or more OurCrowd Investors representing at least fifty percent (50%) in interest of the OurCrowd Investors within such class or group if with respect to any class or group of OurCrowd Investors.

12.1.3 Activities of Others.

No Covered Person shall be liable for the negligence, whether by action or omission, dishonesty or bad faith of any employee, broker or other agent of the Partnership selected by any Covered Person with reasonable care.

12.1.4 Liquidator.

No Person other than the General Partner that serves as liquidator pursuant to Article 10 shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner which arises out of any action or omission of such Person, provided that such Person acted in good faith.

12.1.5 Advice of Experts.

No Covered Person and no Person serving as liquidator shall be liable to the Partnership or any Partner with respect to any action or omission taken or suffered by any of them in good faith if such action or omission is taken or suffered in reliance upon and in accordance with the opinion or advice of legal counsel (as to matters of law), or of accountants (as to matters of accounting), or of investment bankers, accounting firms, or other appraisers (as to matters of valuation), provided that any such professional or firm is selected by any such Person with reasonable care.

12.2 INDEMNIFICATION.

12.2.1 General.

The Covered Persons, each liquidator, and each partner, member, stockholder, director, officer, manager, trustee, employee, consultant, agent and Affiliate of any of the foregoing (each, an "**Indemnitee**") shall be indemnified (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened), subject to the other provisions of this Agreement, by the Partnership (only out of Partnership assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee may be made a party or otherwise involved or with which the Indemnitee shall be threatened, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Covered Person, a liquidator, a member of the Advisory Committee, a Limited Partner that designated a member of the Advisory Committee, a partner, member, stockholder, director, officer, manager, trustee, employee, agent or Affiliate of any of the foregoing, or a partner, member, stockholder, director, officer, manager, trustee, employee, consultant or agent of any other organization in which the Partnership owns or has owned an interest or of which the Partnership is or was a creditor, which other organization the Indemnitee serves or has served as a partner, member, stockholder, director, officer, manager, trustee, employee, consultant or agent at the request of the Partnership, or by reason of actions or omissions taken or suffered in any such capacity. Notwithstanding the foregoing, none of the Covered Persons shall be indemnified under this 12.2.1 with respect to an action, suit or proceeding that is solely between Covered Persons.

12.2.2 Limitation on Indemnification.

An Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding with respect to all other

Indemnitees, not to have acted in good faith, to have committed fraud, to have acted with gross negligence (except that such exclusion for gross negligence shall not apply to liability arising out of or relating to an Indemnitee's services as a director or an officer (or equivalent role) of the Portfolio Company) or intentional misconduct, or to have willfully and materially breached this Agreement.

12.2.3 Advance Payment of Expenses.

The Partnership shall pay the expenses incurred by an Indemnitee in connection with any such action, suit or proceeding, or in connection with claims arising in connection with any potential or threatened action, suit or proceeding, in advance of the final adjudication of such action, suit or proceeding, upon (a) the assignment by such Indemnitee of any and all rights that the Indemnitee may have to seek indemnification from a Third-Party Indemnifier with respect to such action, suit or proceeding, (b) the execution of a written agreement between the Partnership and the Indemnitee reflecting that, as a result of the advancement of such expenses, the Partnership is subrogated to the Indemnitee's rights to pursue a claim for indemnification from a Third-Party Indemnifier with respect to such action, suit or proceeding, and (c) the receipt of an enforceable undertaking by such Indemnitee to repay such payment if the Indemnitee shall be determined to be not entitled to indemnification for such expenses pursuant to this 12.3 (whether by virtue of such Person's conduct, the receipt of a corresponding indemnification payment from a Third-Party Indemnifier with respect to such matter, or otherwise); provided, however, that in such instance the Indemnitee is not defending an actual or threatened claim, action, suit or proceeding against the Indemnitee by the Partnership, the General Partner and/or the Management Company (or by the Indemnitee against the Partnership, the General Partner and/or the Management Company).

12.2.4 Insurance.

At its election, the General Partner may cause the Partnership to purchase and maintain insurance, at the expense of the Partnership and to the extent available, for the protection of any Indemnitee or potential Indemnitee against any liability incurred in any capacity which results in such Person being an Indemnitee (provided that such Person is serving or has served in such capacity at the request of the Partnership or the General Partner), whether or not the Partnership has the power to indemnify such Person against such liability. The General Partner may purchase and maintain insurance on behalf of and at the expense of the Partnership for the protection of any officer, director, manager, employee or other agent of any other organization in which the Partnership owns an interest or of which the Partnership is a creditor against similar liabilities, whether or not the Partnership has the power to indemnify any Person against such liabilities.

12.2.5 Successors.

The foregoing right of indemnification shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee.

12.2.6 Rights to Indemnification from Other Sources.

12.2.6.1 Indemnification from Other Sources

The rights to indemnification and advancement of expenses conferred in this 12.2 shall not be exclusive and shall be in addition to any rights to which any Indemnitee may otherwise be entitled or hereafter acquire under any law, statute, rule, regulation, charter document, by-law, contract or agreement. If and to the extent indemnification is available to an

Indemnitee from any Third-Party Indemnifier, the Indemnitee will use commercially reasonable efforts to obtain indemnification from such Third-Party Indemnifier before seeking indemnification from the Partnership; provided, that, the foregoing shall not limit the advance payments of expenses provided for in 12.2.3 or otherwise prejudice the Indemnitee in any way.

12.2.6.2 Priority of Indemnity Obligations

The Partners hereby expressly intend that the provisions of this 12.2 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments to an Indemnitee, with any applicable Third-Party Indemnifiers having primary liability and the Partnership having only secondary liability. In the event the Partnership makes any indemnification payments to an Indemnitee with respect to any action, suit or proceeding, the Partnership shall be, automatically and without the need for any further action on the part of any Person, subrogated to the Indemnitee's rights to pursue a claim for indemnification from a Third-Party Indemnifier with respect to such action, suit or proceeding.

12.2.7 Enforcement of Rights.

No Person who is not a party to this Agreement shall be entitled to enforce any term of this Agreement, save that each Covered Person and Indemnitee may, directly in its own right, enforce this Article 12 pursuant to and in accordance with the Act, provided that the consent of any third party (including a Covered Person or Indemnitee) who is not a party to this Agreement shall not be required for any amendment to, or variation, rescission or termination of, this Agreement (including, without limitation, this Article 12).

12.2.8 Determination of Gross Negligence.

For purposes of this Agreement, the term "gross negligence" shall be given the meaning such term is given under the laws of the State of Delaware in the United States.

12.3 LIMITATION BY LAW.

If any Covered Person or Indemnitee or the Partnership itself is subject to any law, rule or regulation which restricts the extent to which any Person may be exculpated or indemnified by the Partnership, the exculpation provisions set forth in 12.1 and the indemnification provisions set forth in 12.2 shall be deemed to be amended, automatically and without further action by the Partners, to the minimum extent necessary to conform to such restrictions.

12.4 RETURN OF CERTAIN DISTRIBUTIONS.

If (a) the Partnership incurs a liability or obligation under this Article 12, (b) the Partnership does not have sufficient available funds to satisfy such liability or obligation, and (c) each Partner (other than a Defaulting Partner) has already contributed such Partner's Subscription, then the General Partner may require that each Partner make additional contributions to the capital of the Partnership, as follows:

(a) If the liability or obligation arises out of a Portfolio Investment:

(1) first, up to the amount of the distributions made in connection with such

Portfolio Investment, in such amounts as shall result (to the maximum extent practicable) in each Partner retaining cumulative distributions from the Partnership (net of any returns of distributions under this 12.4 or 10.5.3) equal to the cumulative amount that would have been distributed to and retained by such Partner had the amount of such distributions been, at the time of such distribution, reduced by the amount of such obligation or liability, as equitably determined by the General Partner; and

(2) thereafter, by the Partners in proportion to their Sharing Percentages with respect to such Portfolio Investment, or

(b) If the liability or obligation does not arise out of a Portfolio Investment, such Partner's *pro rata* share, based on the relative Actively Deployed Capital of the Partners, of the amount necessary to satisfy such liability or obligation;

provided, that (*x*) no Partner shall be required to contribute an aggregate amount pursuant to this 12.4 greater than the aggregate amount of distributions made to such Partner (and such Partner's predecessors in interest) pursuant to Articles 7 and 10 and (*y*) no Partner shall be required to contribute any amounts pursuant to this 12.4 after the third anniversary of the date upon which the winding up of the Partnership is complete, except to fund such liability or obligation (A) that stems from a claim or claims that have been filed or threatened as of such third anniversary date and (B) with respect to which the General Partner has delivered written notice to the Partners on or before thirty (30) days after such third anniversary date. Any amounts required to be returned pursuant to this 12.4 shall be treated in the same manner and be subject to the same provisions as other capital contributions required to be made by Article 6, but shall not be considered part of the Subscription of any Partner. A Partner's obligation to make contributions to the Partnership under this 12.4 shall survive the dissolution of the Partnership (in which case the obligation shall be owed to the General Partner).

ARTICLE 13 - AMENDMENTS, VOTING AND CONSENTS

13.1 AMENDMENTS.

13.1.1 Consent of Partners.

Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may be waived, modified, terminated or amended, during or after the term of the Partnership, with the prior written consent of the General Partner and a majority-in-interest of all OurCrowd Investors; provided, however, that any provision of this Agreement requiring the written vote or consent of a greater percentage in interest of the Limited Partners may be waived, modified, terminated or amended only with the vote or written consent of the General Partner and such greater percentage in interest of the Limited Partners as is required by such provision; provided, further, that any OurCrowd Investor will be deemed to have consented to such waiver, modification, termination or amendment if it fails to object thereto by written notice within thirty (30) days of receipt of such notice. If any other OurCrowd Fund is formed, then (a) the required consent for waiver, modification, termination or amendment of this Agreement or other vote or consent provided for in this Agreement shall be a majority-in-interest (or higher percentage if applicable) of the OurCrowd Investors, regardless of whether a majority-in-interest (or higher percentage if applicable) of the Limited Partners, taken separately, consent thereto, and (b) the General Partner shall use its reasonable efforts to cause substantially identical amendments to be made to the

organizational documents of the other OurCrowd Funds, subject to any special tax, legal, regulatory, or other consideration applicable to the other OurCrowd Fund or its respective investors. Any provision(s) of this Agreement or the limited partnership agreement or other organizational document of an OurCrowd Fund that relates to any special tax, legal, regulatory, or other consideration that appears only in this Agreement or such other agreement or document may be amended with the consent of the General Partner and a majority-in-interest (or higher percentage if applicable) of the OurCrowd Investors participating in the Partnership or other OurCrowd Fund, as applicable.

13.1.2 Amendments Affecting Partners' Economic Rights.

No amendment shall increase the Subscription of any Limited Partner or dilute the interest of any Limited Partner relative to the interests of the other Limited Partners in the profits or capital of the Partnership or in allocations or distributions attributable to the ownership of such interest without the prior written consent of such Limited Partner, except such dilution as may result from additional Subscriptions from the Partners or the admission of additional Limited Partners pursuant to this Agreement, and pursuant to an exercise of remedies by the Partnership under 3.3.2 and 6.3. This 13.1.2 shall not be amended without the unanimous consent of all Partners adversely affected thereby.

13.1.3 Consent to Amend Special Provisions.

Without the prior written consent of the Partners indicated, the text of the following provisions shall not be amended:

(a) 4.2, 5.4, the proviso in 6.1.2, this 13.1.3(a) and the definitions of ERISA, ERISA Partner and Plan Assets Regulation without the prior written consent of a majority-in-interest of all OurCrowd Investors that are ERISA Partners, if any;

(b) 4.2 and this 13.1.3(b) without the prior written consent of a majority-in-interest of all OurCrowd Investors that are Tax-Exempt Partners, if any; or

(c) 4.2 and this 13.1.3(c) without the prior written consent of a majority-in-interest of all OurCrowd Investors that are Non-U.S. Partners, if any.

13.1.4 Notice of Amendments.

The General Partner shall furnish copies of any amendments to this Agreement to all Partners, other than changes in the List of Partners to reflect the admission or withdrawal of Partners, changes in the addresses of Partners or otherwise in accordance with 3.1, and changes in the Subscriptions of Partners (in each case occurring pursuant to this Agreement), which shall not require the consent of or notice to any Limited Partner.

13.1.5 Corrective Amendments.

Notwithstanding the other provisions of this Article 13, the General Partner may, without the consent of the other Partners, amend this Agreement in any manner determined by the General Partner to be necessary or appropriate to reflect the admission of an Additional Limited Partner, comply with applicable law, supply a missing term or provision, or resolve an ambiguity in the

existing terms and provisions of this Agreement. The General Partner shall not have the authority under this 13.1.5 to amend this Agreement in a manner that would have a material adverse effect upon any Limited Partner in its capacity as such (without such Limited Partner's consent); provided, however, that a Limited Partner's right to object to an amendment pursuant to this 13.1.5 on the grounds that such amendment would have a material adverse effect upon such Limited Partner shall expire after the fourteenth (14th) day following notice to such Limited Partner of such amendment. A Limited Partner's timely objection to an amendment pursuant to this 13.1.5 on the grounds that such amendment would have a material adverse effect upon such Limited Partner shall be deemed valid and effective for purposes of precluding the effectiveness of such amendment absent a determination pursuant to 13.1.5 that such Limited Partner's objection had no reasonable basis.

13.1.6 Tax-Related Amendments.

Notwithstanding anything in this Agreement to the contrary, if, after the Initial Closing Date, any statute, rule or regulation is enacted or promulgated (or if the General Partner determines that such enactment or promulgation is imminent), or the U.S. Internal Revenue Service or any other applicable tax authority issues any notice, announcement or other guidance that affects the U.S. federal or other applicable income tax treatment of any allocations or distributions to the General Partner, then this Agreement may be amended by the General Partner without the consent of any Limited Partner in such manner as is determined by the General Partner in good faith to provide for (A) a change in the terms applicable to the allocations of Partnership profits and losses, or distributions, to the General Partner to preserve the treatment as of the Initial Closing Date of such allocations or distributions or otherwise to reduce the adverse impact of such change in law on the General Partner and its direct and indirect owners, and (B) any other amendments reasonably related thereto or reasonably required in connection therewith; *provided* that any amendment made by the General Partner pursuant to this sentence shall not reduce the aggregate amount of distributions to which the Limited Partners are otherwise entitled under this Agreement or, by its terms, adversely affect the Limited Partners as a group.

13.2 VOTING AND CONSENTS.

Subject to 13.1.1 with respect to any other OurCrowd Funds, whenever action is required by this Agreement to be taken by a specified percentage in interest of the Limited Partners, such action shall be deemed to be valid if taken upon the written vote or written consent (which may be through any electronic form approved by the General Partner) of those Limited Partners whose Actively Deployed Capital represent the specified percentage of the aggregate Actively Deployed Capital of all Limited Partners at the time. Similarly, whenever action is required by this Agreement to be taken by a specified percentage in interest of a specified class or group of Limited Partners such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners of such Class or group whose Actively Deployed Capital represent the specified percentage of the aggregate Actively Deployed Capital of all Limited Partners of such Class or group at the time. For these purposes, (a) a majority-in-interest shall mean Actively Deployed Capital in excess of fifty percent (50%), (b) two-thirds in interest shall mean Actively Deployed Capital equal to or in excess of sixty-six and two-thirds percent (66 2/3%), and (c) Non-Voting Interests, if any, shall not be taken into account. Any limited partner interest in the Partnership held by the General Partner or an Affiliate, or any Defaulting Partner shall be deemed a Non-Voting Interest.

ARTICLE 14 - ADMINISTRATIVE PROVISIONS

14.1 KEEPING OF ACCOUNTS AND RECORDS.

At all times the General Partner shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Partnership. Such books of account shall be kept on the accrual method of accounting. The General Partner shall also maintain: (a) an executed copy of this Agreement (and any amendments hereto) as may be in effect from time to time; (b) any statutory or regulatory registration statements (and any amendments thereto); (c) executed copies of any powers of attorney pursuant to which any document described in clause (a) has been executed by the Partnership; (d) the List of Partners; (e) copies of all tax returns filed by the Partnership for each of the prior five years; (f) all financial statements of the Partnership for each of the prior five years; and (g) the Statutory Registers. Such books and records shall at all times be maintained at the principal office of the Partnership, and shall be retained for a minimum of five years from the date on which they are prepared.

14.2 INSPECTION RIGHTS.

At any time before the Partnership's complete liquidation, each Limited Partner at its own expense may (a) fully examine and audit the Partnership's books, records, accounts and assets, including bank account balances, and (b) examine, or request that the General Partner furnish, such additional information as is reasonably necessary to enable the requesting Partner to review the state of the investment activities of the Partnership, provided that the General Partner can obtain such additional information without unreasonable effort or expense. Any such examination or audit shall be made (1) only upon fifteen (15) days' prior written notice to the General Partner, (2) during normal business hours, and (3) without undue disruption. A Limited Partner's right to receive information about the state of the business and financial position of the Partnership shall be limited to the rights expressly provided for under this Agreement. Notwithstanding the foregoing, the General Partner shall have the benefit of the confidential information provisions of 14.8.7.

14.3 FINANCIAL REPORTS.

14.3.1 Annual Financial Statements.

The General Partner shall use commercially reasonable efforts to transmit to each Partner, after the close of each fiscal year (commencing with the fiscal year in which the Initial Closing Date occurs), the unaudited financial statements of the Partnership for such fiscal year including a balance sheet, an income statement, and a statement of the cost and fair value of investments.

14.3.2 Annual Tax Information.

The General Partner shall use commercially reasonable efforts to transmit to each Partner after the close of each fiscal year, such Partner's Schedule K-1 (Internal Revenue Service Form 1065) or an equivalent report indicating such Partner's share of all items of income or gain, expense, loss or other deduction and tax credit of the Partnership for such year, as well as the status of such Partner's Capital Account as of the end of such year, and such additional information as such Partner reasonably may request to enable it to complete its tax returns or to fulfill any other reporting requirements, provided that the General Partner can obtain such additional information without unreasonable effort or expense.

14.3.3 Quarterly Updates.

The General Partner shall use commercially reasonable efforts to furnish to each Limited Partner, after the end of each of the first three fiscal quarters of each fiscal year of the Partnership, a Partnership update for the quarter then ended.

14.4 VALUATION.

14.4.1 Valuation by General Partner.

Whenever valuation of Partnership assets or net assets is required by this Agreement, the General Partner shall determine the fair market value thereof in good faith in accordance with this 14.4. Such determination by the General Partner shall be binding and conclusive for all purposes under this Agreement.

14.4.2 Freely Tradable Securities.

The fair market value of any security owned by the Partnership that is a Freely Tradable Security and which is distributed by the Partnership shall be determined as at the average of the last reported sales price of the security on each day during the 11 trading day period beginning 5 trading days preceding and ending 5 trading days following the date of their distribution (including the trading day on which the distribution is made), and if such last reported sales price is not readily available on any such day, using instead for such day the closing "bid" price for such security. For purposes of the preceding sentence, the "last reported" trade price or sale price or "closing" bid price of a security on any trading day shall be deemed to be: (a) with respect to securities traded primarily on the New York Stock Exchange, the NYSE American or NASDAQ Stock Market ("**NASDAQ**"), the last reported trade price or sale price, as the case may be, as of 4:00 p.m., New York time, on that day, and (b) for securities listed, traded or quoted on any other exchange, market, system or service, the market price as of the end of the "regular hours" trading period that is generally accepted as such by such exchange, market, system or service.

14.4.3 Other Assets.

The General Partner's determination of the fair market value of all other assets of the Partnership shall be based upon all relevant factors, which may include, without limitation: (a) the current financial position and current and historical operating results of the issuer; (b) sales prices of recent public or private transactions in the same or similar securities, including transactions on any securities exchange on which such securities are listed or in the over-the-counter market; (c) general level of interest rates; (d) recent trading volume of the security; (e) restrictions on transfer, including the Partnership's right, if any, to require registration of its securities by the issuer under the securities laws; (f) significant recent events affecting the Portfolio Company or issuer, including any pending private placement, public offering, pending mergers or acquisitions; (g) the price paid by the Partnership to acquire the asset; and (h) the percentage of the issuer's outstanding securities that is owned by the Partnership.

14.4.4 Goodwill and Intangible Assets.

In determining the fair market value of the assets of the Partnership, no allowance of any kind shall be made for goodwill or the name of the Partnership or of the General Partner, the Partnership's office records, files and statistical data or any intangible assets of the Partnership in the nature of or similar to goodwill. The Partnership's name is used by the Partnership pursuant to a license from

the Management Company, and the Partnership's goodwill shall, as among the Partners, be deemed to have no value, and no Partner shall have any right or claim individually to the use of the Partnership's name or the goodwill thereof. At the time of the Partnership's final liquidating distribution, the Partnership's name and any goodwill associated with it shall be automatically assigned to the Management Company without any further action by any Partner.

14.5 NOTICES.

Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and, if properly addressed to the recipient, shall be deemed given if (a) delivered personally to the recipient; (b) mailed by first class mail (or if sent from outside of the United States, by airmail), postage prepaid; (c) sent by electronic mail; (d) posted on a website maintained by the Partnership, the General Partner or the Management Company; or (e) delivered by a reputable overnight courier service. Notices shall be deemed to be properly addressed, if to the Partnership, at its principal office, and if to any Partner, if addressed to its address or electronic mail address, as applicable, as set forth in the List of Partners, or to such other address or electronic mail address as the addressee previously may have specified by written notice given in the manner specified in this 14.5 to the Partnership, in the case of the Limited Partners, or to the Limited Partners, in the case of the Partnership or the General Partner. Notices shall be deemed received one day after they are given, sent or delivered, except that (a) any notice posted on a website maintained by the Partnership, the General Partner or the Management Company shall be deemed to be received one day after an e-mail notice of such posting is sent and (b) notices sent by first class mail shall be deemed received five (5) days after they are mailed.

14.6 ACCOUNTING PROVISIONS.

14.6.1 Fiscal Year.

The fiscal year and the taxable year of the Partnership shall be the calendar year or, if the Partnership is required to use a different year as its taxable year for U.S. federal income tax purposes, such other year.

14.7 TAX PROVISIONS.

14.7.1 Classification as Partnership.

The General Partner (a) will not cause or permit the Partnership to elect (1) to be excluded from the provisions of Subchapter K of Chapter 1 of the Code or (2) to be treated as a corporation for United States federal income tax purposes or (3) to be treated as an "electing large partnership" as defined in Section 775 of the Code; (b) will cause the Partnership to make any election reasonably determined to be necessary or appropriate in order to ensure the treatment of the Partnership as a partnership for United States federal income tax purposes; (c) will cause the Partnership to file any required tax returns in a manner consistent with its treatment as a partnership for United States federal income tax purposes; and (d) shall not take any action that would be inconsistent with the treatment of the Partnership as a partnership for such purposes.

14.7.2 Partnership Representative; Partner Tax Information

The General Partner shall be or shall designate the "partnership representative" of the Partnership for purposes of Section 6223 of the Code (the "**Partnership Representative**"). Each Partner hereby agrees to (i) take such actions as may be required to effect the General Partner's designation

of the Partnership Representative, (ii) cooperate to provide any information and take such actions as may be reasonably requested by the Partnership Representative in order to determine whether any Imputed Underpayment Amount may be modified pursuant to Section 6225(c) of the Code, and (iii) upon the request of the Partnership Representative, (A) file any amended U.S. federal income tax return and pay tax due in connection with such tax return in accordance with Section 6225(c)(2) of the Code (or any similar provision under state, local or non-U.S. law) or (B) comply with procedures for Partners to take adjustments into account in accordance with Code Section 6225(c)(2)(B) (or any similar provision under state, local or non-U.S. law) or comply with any other available modification procedures. Each former Partner shall continue to be obligated to comply with this 14.7.2. The General Partner in its sole and absolute discretion shall have exclusive authority to act for or on behalf of the Partnership with regard to U.S. tax matters, including the authority to make (or decline to make) any available tax elections. Without limiting the foregoing, the Partnership Representative in its sole discretion may cause the Partnership to elect the application of Section 6226 of the Code with respect to any Imputed Underpayment Amount, but is not required to do so. All expenses incurred by the Partnership Representative and/or the General Partner (including professional fees for such accountants, attorneys and agents as the Partnership Representative and/or the General Partner in its sole discretion determines are necessary to or useful in the performance of its duties in that capacity) shall be deemed Partnership Expenses. Each Partner shall provide to the Partnership upon request such information, forms or representations which the General Partner may reasonably request with respect to the Partnership's compliance with applicable tax laws, including, without limitation, any information, forms or representations requested by the General Partner to assist in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency upon the Partnership or amounts paid to the Partnership. Each Partner agrees to promptly provide the General Partner with such information, representations, certificates or forms regarding the Partner and/or its beneficial owners (collectively, "**Tax Reporting Information**") as the General Partner requests so that the Partnership, the Parallel Funds or any member of any "expanded affiliate group" (as defined in Section 1471(e)(2) of the Code) (each, a "**Partnership Entity**") may comply with their obligations under Sections 1471 through 1474 of the Code (or any successor thereto) and any Treasury Regulations or other guidance promulgated thereunder and similar legislation ("**FATCA**") or any legal and tax information reporting and exchange obligations applicable to it under the laws of the Cayman Islands ,the British Virgin Islands or any other applicable jurisdiction (collectively, "**Tax Reporting Obligations**"), including, without limitation, any Tax Reporting Obligations under any Cayman Islands laws, regulations or guidance notes that give effect to: (i) the inter-governmental agreement between the Cayman Islands and the United States to implement FATCA; (ii) the inter-governmental agreement between the Cayman Islands and the United Kingdom to implement the automatic exchange of tax information with respect to persons taxable in the United Kingdom; (iii) the Organisation for Economic Co-operation and Development's multilateral competent authority agreement and the Cayman Islands regulations implementing the Common Reporting Standard pursuant thereto; and (iv) any additional inter-governmental agreement or treaty entered into by, or otherwise binding upon the Cayman Islands that provides for the exchange of tax information with another jurisdiction. The General Partner shall have the power to release, report or otherwise disclose to the Tax Information Authority in the Cayman Islands (or any other authority as may be required under the Tax Reporting Obligations) any Tax Reporting Information provided to it by a Limited Partner and any other information it holds in respect of the Limited Partner's investment in the Partnership, in connection with the Tax Reporting Obligations, including, without limitation, in relation to the identity, address, tax identification number, tax status and Partnership interest of the Limited Partner (and any of its direct or indirect owners or affiliates). Notwithstanding anything to the contrary in this Agreement or the Partner's Subscription Agreement, if any, the Partner hereby waives the application of any non U.S. law, to the extent such law would prevent the Partnership or the General Partner from reporting to the U.S.

Internal Revenue Service and/or the U.S. Treasury (or any other taxing authority) any information required to be reported with respect to such Partner and its beneficial owners under FATCA. In the event any Limited Partner fails to provide any Tax Reporting Information (or undertake any of the actions) required under this 14.7.2 in a timely manner, the General Partner shall have full authority to take steps (after providing such Limited Partner with written notice) that the General Partner determines in its sole discretion are necessary to comply with its Tax Reporting Obligations and to mitigate the effect on the Partnership of such failure including, but not limited to, withholding on payments made to such Limited Partner and requiring such Limited Partner to Transfer its interest in any Partnership Entity or otherwise withdraw from the Partnership Entity. If requested by the General Partner, such Limited Partner shall execute any and all documents, opinions, instruments and certificates to effectuate the foregoing. If a Limited Partner fails to comply with the terms of this 14.7.2 and, as a result of such failure, any withholding tax is imposed under FATCA or otherwise on distributions to the Partnership Entity, such Limited Partner shall, unless otherwise agreed in writing by the General Partner, to the fullest extent permitted by applicable law, indemnify and hold harmless the Partnership Entity and the General Partner and their Affiliates for all losses, costs, expenses, damages, claims and demands (including any withholding tax, penalties or interest suffered by the Partnership Entity).

14.7.3 Section 1045 Rollovers.

Each Limited Partner agrees that (a) with respect to its limited partnership interest, it will not require the Partnership to elect, and the Partnership shall not be required to elect, the application of Section 1045 of the Code (dealing with rollovers of gains realized on the disposition of "qualified small business stock" as defined in Section 1202 of the Code) or any similar provisions of any state income tax law; (b) without the prior written consent of the General Partner, such Partner will not make any election referred to in the preceding clause (a) if such election would impose on the Partnership or the General Partner any obligation (including, but not limited to, any obligation to furnish information, maintain records or file returns or other documents); and (c) the Partnership shall not be required to comply with any tax reporting or accounting requirements (including, but not limited to, those relating to the adjustment of the tax basis of any asset of the Partnership or the interest in the Partnership of any Partner) that may be imposed under Section 1045 of the Code, and shall not be required to provide any information necessary to enable such Partner to comply with or elect the application of Section 1045 of the Code, in each case with respect to rollovers of qualified small business stock by the Partnership or by or on behalf of any Partner.

14.7.4 Electing Investment Partnership.

Each Limited Partner hereby agrees and covenants that it shall not make an election under Section 732(d) of the Code without the prior written consent of the General Partner. The General Partner may, but shall not be obligated to, cause the Partnership to make an election under Section 754 of the Code or an election to be treated as an "electing investment partnership" within the meaning of Section 743(e) of the Code. If the Partnership elects to be treated as an electing investment partnership, each Limited Partner shall (i) cooperate with the Partnership to maintain such status, (ii) not take any action that would be inconsistent with such election, (iii) provide the General Partner with any information necessary to allow the Partnership to comply with its tax reporting and other obligations as an electing investment partnership, and (iv) provide the General Partner and such Limited Partner's transferee, promptly following the transfer of such Limited Partner's interest, with the information required under the Code, the Internal Revenue Service Notice 2005-32 (or any successor guidance) or otherwise to be furnished to the Partnership or such transferee, including such information as is necessary to enable the Partnership and such transferee to compute the amount of losses disallowed under Section 743(e) of the Code. Whether or not the

Partnership makes an election to be treated as an electing investment partnership, each Limited Partner or former Limited Partner shall, promptly upon request, provide the General Partner with any information related to such Partner necessary to allow the Partnership to comply with (a) its obligations to make tax basis adjustments under Sections 734 or 743 of the Code and (b) any other Tax Reporting Obligations.

14.7.5 Tax Reporting Consistency.

For United States federal, state and local income tax purposes, each Limited Partner shall report the tax items attributable to its participation in the Partnership on its income tax returns in a manner consistent with the tax treatment of such items as reported to it by the Partnership.

14.8 GENERAL PROVISIONS.

14.8.1 Power of Attorney.

Each Limited Partner hereby constitutes and appoints the General Partner, with full power of substitution, as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file (a) any instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Partnership, (b) all instruments, documents and certificates that may be required to effectuate the winding up, dissolution and termination of the Partnership in accordance with the provisions hereof and the Act, (c) all other amendments of this Agreement contemplated by this Agreement including, without limitation, amendments reflecting the addition or substitution of any Partner, or any action of the Partners or the OurCrowd Investors duly taken pursuant to this Agreement whether or not such Partner voted in favor of or otherwise approved such action, (d) one or more Subscription Agreements, on behalf of such Limited Partner, between the General Partner and/or the Partnership and any Person being admitted to the Partnership as a Partner, in such form and such other terms and conditions as the General Partner considers, in its sole and absolute discretion, necessary or appropriate, including reference to this Agreement and its novation and agreeing and covenanting with such Person on behalf of such Limited Partner that such Limited Partner will from the effective date of such Subscription Agreement or Agreements comply with and observe the terms of this Agreement as if such Person had originally been a party to it, (e) any other instrument, certificate or document required from time to time to admit a Partner, to effect its substitution as a Partner, to effect the substitution of the Partner's assignee as a Partner, or to reflect any action of the Partners or the OurCrowd Investors provided for in this Agreement (including, without limitation, the admission of any Partner to a Parallel Fund), and (f) any other instrument, certificate or document required from time to time to effect the Transfer of a Defaulting Partner's interest; provided, however, that no actions shall be taken by the General Partner under the power of attorney granted pursuant to this 14.8.1 that would have any adverse effect on the limited liability of any Limited Partner. The foregoing grant of authority (1) is a given to secure a proprietary interest of the General Partner and/or obligations owed to the General Partner and as such shall be irrevocable and shall survive the death or disability of a Partner that is a natural person or the merger, dissolution or other termination of the existence of a Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Partner of the whole or any portion of its interest, except that where the assignee of the whole thereof has appointed the General Partner as its true and lawful attorney-in-fact on the terms hereof, this power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect any permitted substitution of the assignee for the assignor as a Partner and shall thereafter terminate. This power of attorney may be exercised by such attorney-in-fact and agent

for each of the Limited Partners (or any of them) by a single signature of the General Partner acting as attorney-in-fact with or without listing all of the Limited Partners executing an instrument.

14.8.2 Execution of Additional Documents.

Each Partner hereby agrees to execute all certificates, counterparts, amendments, instruments or documents that may be required by laws of the various jurisdictions in which the Partnership conducts its activities, to conform with the laws of such jurisdictions governing limited partnerships.

14.8.3 Binding on Successors.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto.

14.8.4 Governing Law.

The rights, obligations and liabilities of the Partners as such and the interpretation and enforceability of this Agreement shall be governed by the laws of the British Virgin Islands without giving effect to any conflicts-of-law or other principle requiring the application of the law of any other jurisdiction.

14.8.5 Waiver of Partition.

Each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

14.8.6 Securities Law Matters.

Each Partner understands that in addition to the restrictions on transfer contained in this Agreement, it must bear the economic risks of its investment for an indefinite period because the Partnership interests have not been registered under the Securities Act or under any applicable securities laws of any state or other jurisdiction and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act and any such other applicable securities laws or an exemption from such registration is available.

14.8.7 Confidentiality.

(a) A Limited Partner's rights to access or receive any information about the Partnership or its business including, without limitation, (i) information to which a Limited Partner is provided access pursuant to 14.2 and 14.5, (ii) financial statements, reports and other information provided pursuant to 14.3, (iii) the offering documents for the Partnership, this Agreement, any Subscription Agreement and any other related agreements, (iv) any information provided to any Limited Partner pursuant to a letter agreement or side letter entered into in connection with this Agreement pursuant to 14.8.11, and (v) any information received by the Partnership from the Portfolio Company or other information pertaining to the Portfolio Company (the "**Partnership Information**"), are conditioned on such Limited Partner's willingness and ability to assure that the Partnership Information will be used solely by such Limited Partner for purposes

reasonably related to such Limited Partner's interest as a Limited Partner, and that such Partnership Information will not become publicly available as a result of such Limited Partner's rights to access or receive such Partnership Information.

(b) Each Limited Partner acknowledges and agrees that the Partnership Information constitutes a valuable trade secret of the Partnership and agrees to maintain any Partnership Information provided to it in the strictest confidence and not to disclose the Partnership Information to any Person other than to its officers, fiduciaries, trustees, employees, auditors, agents or consultants who have a business need to know such Partnership Information, who have been informed of the confidential nature of such Partnership Information, and who are, either by the nature of their positions or duties or pursuant to written agreement, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. Notwithstanding the foregoing, the General Partner consents to the disclosure by any Limited Partner that the General Partner determines is a fund-of-funds or similar entity to such Limited Partner's own equity holders of summary information concerning the Partnership's financial performance and status; provided, however, that in each instance such equity holders are, pursuant to a written agreement or other obligation, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. With respect to any Limited Partner, the obligation to maintain the Partnership Information in confidence shall not apply to any Partnership Information (i) that becomes publicly available (other than by reason of a disclosure by a Limited Partner), (ii) the disclosure of which has been consented to by the General Partner in writing, or (iii) the disclosure of which is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before any Limited Partner discloses Partnership Information pursuant to clause (iii), such Limited Partner shall promptly, and in any event prior to making any such disclosure, notify the General Partner of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Partnership Information so that the General Partner may seek a protective order or other remedy to protect the confidentiality of the Partnership Information or waive compliance with this Agreement. Such Limited Partner shall also consult with the General Partner on the advisability of taking steps to eliminate or narrow the requirement to disclose the Partnership Information and shall otherwise cooperate with the efforts of the General Partner to obtain a protective order or other remedy to protect the Partnership Information. If a protective order or other remedy cannot be obtained, such Limited Partner shall disclose only that Partnership Information that its counsel advises in writing (which writing shall also be addressed and delivered to the Partnership) that it is legally required to disclose.

(c) Each Limited Partner shall promptly notify the General Partner in writing if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it, its equity holders or any other Person to whom it has

disclosed Partnership Information will, or might become compelled to, use the Partnership Information other than as contemplated by 14.8.7(a) or disclose Partnership Information in violation of the confidentiality restrictions in 14.8.7(b).

(d) Notwithstanding any other provision of this Agreement, with the exception of the Schedule K-1 or equivalent report to be provided to each Partner pursuant to 14.3.2, the General Partner shall have the right not to provide any Limited Partner, for such period of time as the General Partner in good faith determines to be advisable, with any Partnership Information that such Limited Partner would otherwise be entitled to receive or to have access to pursuant to this Agreement (including without limitation pursuant to 14.2) or the Act if: (i) the Partnership or the General Partner is required by law or by agreement with a third party to keep such Partnership Information confidential; (ii) the General Partner in good faith believes that the disclosure of such Partnership Information to such Limited Partner is not in the best interest of the Partnership or could damage the Partnership or its business (which may include a determination by the General Partner that such Limited Partner or one or more of its equity holders or any other Person to whom it has disclosed Partnership Information is disclosing or may disclose such Partnership Information and that the potential of such disclosure by such Person is not in the best interest of the Partnership or could damage the Partnership or its business); or (iii) such Limited Partner has notified the General Partner of its election not to have access to, or to receive such Partnership Information.

(e) The Limited Partners acknowledge and agree that: (i) the Partnership or the General Partner and its partners may acquire confidential information related to third parties (*e.g.*, Portfolio Companies) that pursuant to fiduciary, contractual, legal or similar obligations cannot be disclosed to the Limited Partners; and (ii) neither the Partnership nor the General Partner and its partners shall be in breach of any duty under this Agreement or the Act in consequence of acquiring, holding or failing to disclose such information to the Limited Partners so long as such obligations were undertaken in good faith.

(f) In addition to any other remedies available at law, the Partners agree that the Partnership shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any failure by a Limited Partner to comply with its obligations with respect to the use and disclosure of Partnership Information, as set forth in 14.8.7(a) and 14.8.7(b).

14.8.8 Contract Construction; Headings; Counterparts.

Whenever the context of this Agreement permits, the neuter gender shall include the feminine and masculine genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted or, at the direction of a court, modified in order to give effect to the intent and purposes of this Agreement. References in this Agreement to

particular sections of the Code or the Act or any other statute shall be deemed to refer to such sections or provisions as they may be amended after the date of this Agreement. Captions in this Agreement are for convenience only and do not define or limit any term of this Agreement. It is the intention of the parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an Agreement to be strictly construed against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement. This Agreement or any amendment hereto may be signed in any number of counterparts, each of which when signed by the General Partner shall be an original, but all of which taken together shall constitute one agreement or amendment, as the case may be.

14.8.9 No Waiver.

No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.

14.8.10 Arbitration.

Except as otherwise agreed to by the General Partner and a Limited Partner with respect to any particular dispute, controversy or claim, any dispute, controversy or claim arising out of or relating to this Agreement shall be settled through binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. Any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Agreement shall be held in the United States or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits.

14.8.11 Entire Agreement; Letter Agreements.

This Agreement and the other agreements referenced to herein constitute the entire agreement among the Partners with respect to the subject matter hereof and supersede any prior agreement or understanding among or between them with respect to such subject matter. The representations and warranties of the Limited Partners in, and the other provisions of the Subscription Agreements shall survive the execution and delivery of this Agreement. Notwithstanding anything in this Agreement to the contrary, the General Partner may, in its sole discretion, enter into a letter agreement, side letter or other writings with one or more Limited Partners providing that the terms of this Agreement are amended and/or supplemented with respect to such Limited Partner and, with respect to any such Limited Partner, the terms of such letter agreement or side letter shall be controlling, and the terms of this Agreement shall be deemed amended, modified and/or supplemented to the extent required to effectuate the provisions of such letter agreements or side letters. Other than as amended, modified and/or supplemented by such letter agreement, side letter or other writing, this Agreement shall remain in full force and effect with respect to such Limited Partner, and shall remain in full force and effect without any modification with respect to a Limited Partner who is not party to such letter agreement or side letter.

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IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Limited Partnership Agreement of OurCrowd (Investment in DBricks) L.P. on the day, month and year first above written.

GENERAL PARTNER:

OURCROWD GENERAL PARTNER, L.P.

By: OurCrowd General Partner Limited, its general partner

By: _____
Name:
Title:

INITIAL LIMITED PARTNER:

By: _____
Name:
Title:
solely to reflect withdrawal from the Partnership

Exhibit A

MATERIAL TERMS

Portfolio Company.....	
General Partner	OurCrowd General Partner, L.P., a Cayman Islands exempted limited partnership
Management Company	OurCrowd Management Limited, a British Virgin Islands limited liability company.
Management Fee.....	An amount equal to 2% per year for five years of the Subscriptions of such Partner, subject to discounts provided by the General Partner in its sole discretion.
Organizational Expenses Fee.....	An amount equal to the aggregate of 1% of the Subscriptions of each Partner.
Fee Reserve.....	An amount equal to the aggregate of 2% of the Subscriptions of each Partner.
Carried Interest Percentage	20%, subject to discounts provided by the General Partner in its sole discretion.
Threshold Amount	Five (5) times the amount of such Limited Partner's capital contribution.
Threshold Carried Interest Percentage	25%, subject to discounts provided by the General Partner in its sole discretion

APPENDIX I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both singular and plural forms of the terms so defined). Additional defined terms are set forth in the provisions of this Agreement to which they relate.

Act.....	The Limited Partnership Act (Revised 2020) of the Territory of the British Virgin Islands as it may be amended from time to time and any successor to said law.
Actively Deployed Capital.....	An amount, with respect to each Partner, equal to (a) such Partner's capital contribution less (b) the amounts paid by such Partner which constitute the Fee and Expense Amount but excluding the contribution of an interest-equivalent amount pursuant to 3.3.1(b) and the amount of any interest payable pursuant to 3.3.1 and 7.4.3. For avoidance of doubt, any distributions returned by a Partner to the Partnership shall not be included as part of such Partner's Actively Deployed Capital.
Additional Limited Partner	As set forth in 3.3.1.
Adjusted Capital Account	For each Partner, such Partner's Capital Account balance increased by such Partner's share of any "minimum gain" and of any "partner nonrecourse debt minimum gain" (as determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5), respectively).
Advisers Act.....	The U.S. Investment Advisers Act of 1940, as amended.
Affiliate	With respect to the Person to which it refers, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such subject Person. For this purpose, the Portfolio Company shall not be deemed to be an Affiliate of the General Partner, any direct or indirect partner, member or equity holder of the General Partner or the Management Company.
Agreement.....	As set forth in the introductory paragraph to this Agreement.
Allocation Notice	As set forth in 6.5.1(f).

Anti-Money Laundering Laws.....	As set forth in 3.3.3(a)(2).
Blocker Corporation.....	As set forth in 4.1.
Business Day.....	Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in the United States are required by law to remain closed.
Capital Account	As set forth in 8.1.1.
Carried Interest Distributions.....	As set forth in 10.5.3.
Carrying Value.....	With respect to any asset, the asset's adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Partnership shall be adjusted to equal its gross fair market value at the time of its capital contribution, and (ii) the Carrying Values of all assets held by the Partnership shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account) upon an election by the Partnership to revalue its property in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(*f*) and upon liquidation of the Partnership. The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(*g*).
Class.....	As set forth in 2.4.
Code	The U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.
Contemplated Transactions……..	Contemplated Transactions means: (i) a transfer of assets between the Partnership and OurCrowd International Investment III, L.P. or any equivalent or successor thereof ("OC Investment Vehicle"); (ii) transfer of Interests in the Partnership from OC Investment Vehicle to a third party or an Affiliate, (iii) borrowing of funds or other use of lines of credit as determined by the General Partner in its sole discretion, or (iv) other transactions of the sort normally conducted in the ordinary course of business of the General Partner and its Affiliates.
Cost	With respect to a Portfolio Investment or other investment, the value of property, cash and notes given by the Partnership (i) to a Portfolio Company

	in exchange for such Portfolio Investment or (ii) for such other investment.
Covered Person	As set forth in 12.1.1.
Default Charge	As set forth in 6.3.3(a)(1).
Default Rate	With respect to any period shall be the lesser of (a) a rate equal to the Prime Rate in effect on the date such capital contribution is due plus six percent (6%) per annum or (b) the highest interest rate for such period permitted by applicable law.
Defaulting Partner	As set forth in 6.3.2.
Delayed Payment Interest	Partnership income attributable to (a) interest paid by any Partner pursuant to 6.3.1; (b) interest on costs of collecting unpaid capital contributions paid by any Partner pursuant to 6.3.2; and (c) interest paid by any Partner pursuant to 7.4.3 (relating to Tax Liability).
Designated Jurisdiction	As set forth in 7.3.1(a).
ERISA	The U.S. Employee Retirement Income Security Act of 1974 and (unless the context otherwise requires) the rules and regulations promulgated thereunder, as amended from time to time, or any successor statute thereto.
ERISA Partner	Any Limited Partner which (a) is (i) an "employee benefit plan" within the meaning of Section 3(3) of ERISA and subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a "plan," as defined in Section 4975(e)(1) of the Code, to which the provisions of Section 4975 of the Code are applicable, or (iii) any other entity or account, any of the assets of which constitute "plan assets," within the meaning of the Plan Assets Regulation, of a plan described in (a)(i) or (a)(ii) above, and (b) has notified the General Partner in writing of its status as an ERISA Partner.
FATCA	As set forth in 14.7.2.
Fee and Expense Amount	As set forth in 5.2.2.
Fees Subject to Offset	As set forth in 5.3.1(a).
Follow-On Documents	As set forth in 6.5.1(f).
Follow-On Investment Offers	As set forth in 6.5.1(a).

Follow-On Notice	As set forth in 6.5.1(b).
Follow-On Opportunity	As set forth in 6.5.1(b).
Follow-On Vehicle.....	As set forth in 6.5.1(g).
Freely Tradable Security.....	Any security that satisfies the following conditions: (a) The Partnership's entire holding of such securities can be immediately sold by the Partnership to the general public without the necessity of any federal, state or local government consent, approval or filing (other than any notice filings of the type required pursuant to Rule 144(h) under the Securities Act or Section 13 or 16 of the U.S. Securities Exchange Act of 1934, as amended); and (b) Such securities are listed or carried on a Public Securities Market and market or inter-dealer quotations are readily available for such security. If only a portion of the Partnership's holdings of securities satisfies the requirements of the preceding sentence, that portion of the Partnership's holdings of such securities shall constitute Freely Tradable Securities. In addition to the foregoing, in the case of a distribution or proposed distribution of securities in kind, such securities shall also constitute Freely Tradable Securities if the entire portion of the distribution made to the Limited Partners can be immediately sold by them under the terms provided for in clause (a) of this definition and the condition provided for in clause (b) of this definition is satisfied, assuming for purposes of this sentence that no Limited Partner is or has been an Affiliate of the issuer of such securities and without regard to any restrictions on sale applicable to particular Limited Partners because of the particular nature or status of such Limited Partners. Notwithstanding the foregoing, the General Partner may subject such Freely Tradable Securities to such conditions and restrictions as the General Partner determines are necessary or appropriate to preserve the value of such Freely Tradable Securities or for legal reasons.
Government Plan Partner.....	As set forth in 5.4.2.
Government Plan Regulation.....	As set forth in 5.4.2.

Imputed Underpayment Amount	As set forth in 7.4.1(d).
Indemnitee.....	As set forth in 12.2.1.
Initial Agreement	As set forth in the recitals of this Agreement.
Initial Closing Date	As set forth in 3.3.1.
Initial Investment	As set forth in 6.5.1(a).
Initial Limited Partner.....	OurCrowd Management Ltd.
Investment Company Act.....	As set forth in 3.2.3.
Investment Company Partner.....	As set forth in 3.2.3.
Limited Partners.....	Those Persons listed in the List of Partners as limited partners, together with any additional or substituted limited partners admitted to the Partnership after the date hereof.
Liquidating Trust……..	As set forth in 10.7.
List of Partners.....	The list, maintained by the General Partner, setting forth the names, addresses, electronic mail addresses and Subscriptions of the Partners.
Management Company Affiliate.....	As set forth in 5.2.1.3.
Management Services	As set forth in 5.2.2.
NASDAQ.....	As set forth in 14.4.2.
Net Gain or Loss	The profit or loss of the Partnership determined, in accordance with United States federal income tax accounting principles and computed with the following adjustments: (i) Items of gain, loss, and deduction shall be computed based upon the Carrying Values of the Partnership's assets (in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)(*g*) and/or 1.704-3(d)) rather than upon the assets' adjusted bases for United States federal income tax purposes; (ii) Any tax-exempt income received by the Partnership shall be included as an item of gross income; (iii) Any expenditure of the Partnership described in Section 705(a)(2)(B) of the Code (including any expenditures treated as being described in Section 705(a)(2)(B) pursuant to

Treasury Regulations under Section 704(b) of the Code) shall be treated as a deductible expense;

(iv) The amount of any adjustment to the Carrying Value of any Partnership asset pursuant to Section 734(b) or Section 743(b) of the Code that is required to be reflected in the Capital Accounts of the Partners pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(*m*) shall be treated as an item of gain (if the adjustment is positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;

(v) The amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in kind to a Partner shall be included in the computation as an item of income or loss, respectively; and

(vi) The amount of any unrealized gain or unrealized loss with respect to the assets of the Partnership that is reflected in an adjustment to the Carrying Values of the Partnership's assets pursuant to clause (ii) of the definition of "Carrying Value" shall be included in the computation as items of income or loss, respectively.

Non-U.S. Partners ..... Any Partner that (a) is not a "United States person" within the meaning of Section 7701(a)(30) of the Code, or is a partnership or other flow-through entity, if any partner, member or other beneficial owner of such partnership or other flow-through entity is not a United States person, and (b) has notified the General Partner in writing of its status as a Non-U.S. Partner.

Non-Voting Interest ..... A limited partnership interest in the Partnership that does not entitle the holder to vote, consent or withhold consent with respect to any Partnership matter. Actively Deployed Capital attributable to Non-Voting Interests shall be disregarded, for purposes of 13.2, in determining both the aggregate Actively Deployed Capital of all Limited Partners and the aggregate Actively Deployed Capital of those Limited Partners voting in favor of or against a particular proposal. Except as otherwise explicitly provided in this Agreement, any interest held by any Person as a Non-Voting Interest shall be identical to all other limited partnership interests in all respects other than with regard to votes and consents.

Offset Percentage……. A percentage calculated by multiplying 100% by the Sharing Percentage.

Organizational Expenses	All expenses that are attributable to the organization of the OurCrowd Funds, the General Partner and the Management Company and the sale of interests in the Partnership to the Limited Partners and to any limited partners of a Parallel Fund and the admission of Limited Partners to the Partnership and any limited partner to a Parallel Fund (including without limitation, legal, travel, accounting, filing, capital-raising and other similar expenses and any amounts reimbursed to any Person acting on behalf of the General Partner or any of its Affiliates in connection with the organization of the OurCrowd Funds or the sale of interests in the Partnership).
OurCrowd	OurCrowd International General Partner, L.P., OurCrowd International Investment, L.P., OurCrowd International Investment II, L.P., OurCrowd International Investment III, L.P. (and any similar entities that are established during the term of the Partnership), the General Partner, OurCrowd General Partner Limited, OurCrowd Management Limited and affiliated entities, including the SPVs.
OurCrowd Funds.....	As set forth in 3.6.1.1.
OurCrowd Investors.....	As set forth in 3.6.1.1.
Parallel Fund	As set forth in 3.6.1.1.
Participating Limited Partner	As set forth in 6.5.1(c).
Partners	As set forth in the introductory paragraph of this Agreement.
Partner's Owner	As set forth in 11.2.9(a).
Partnership	As set forth in the recitals of this Agreement.
Partnership Entity.....	As set forth in 14.7.2.
Partnership Expenses	As set forth in 5.2.1.3.
Partnership Information	As set forth in 14.8.7(a).
Partnership Representative.....	As set forth in 14.7.2.
Pay-to-Play Follow-On Financing	Any Follow-On Investment that the General Partner determines, in its sole discretion, that (a) a Pay-to-Play Provision has been invoked by a Portfolio Company, or (b) the existing rights, preferences or protections (including anti-dilution protections) of

	the securities of a Portfolio Company owned by the Partnership would be materially adversely affected (whether by means of conversion or otherwise) if the Partnership fails to invest (or fails to invest a certain amount) in a Follow-On Investment.
Pay-to-Play Notice	As set forth in 6.5.2(a).
Pay-to-Play Non-Participating Partner....	As set forth in 6.5.2(a).
Pay-to-Play Participating Partner.....	As set forth in 6.5.2(a).
Pay-to-Play Provision	A provision, term, stipulation or condition of the charter documents of a Portfolio Company (or any other agreement binding the Portfolio Company) that would require the Partnership to invest additional amounts in the Portfolio Company in order to (i) maintain any or all of its rights with respect to any securities of the Portfolio Company held by the Partnership or (ii) avoid any conversion or exchange of any securities of the Portfolio Company held by the Partnership.
Person.....	Any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so permits.
Placement Fees.....	All placement agent fees, broker fees, finders fees and expenses that are attributable to the sale of interests in the Partnership to the Limited Partners, including, without limitation fees that are calculated as a percentage of Subscriptions or Management Fee to be invested or paid by specific Limited Partners.
Plan Assets Regulation	The regulation concerning the definition of "plan assets" under ERISA adopted by the United States Department of Labor and codified in 29 C.F.R. §2510.3-101, as modified by Section 3(42) of ERISA, or any successor regulations thereto.
Portfolio Investment.....	An investment in a specific financing round of the Portfolio Company.
Prime Rate.....	As of any date, the prime rate of interest in effect on such date as reported in *The Wall Street Journal*.

Private Foundation Partner.....	As set forth in 5.4.3.
Pro-Rata Rights.....	As set forth in 6.5.1(a).
Public Securities Market.....	Any U.S. national or regional securities exchange, including but not limited to the New York Stock Exchange, the NYSE American, and regional United States exchanges, any internationally recognized non-United States securities exchange and any recognized United States or non-United States automated quotation system, listing service or other form of securities exchange or trading forum, including but not limited to an inter-dealer quotation system within the meaning of Rule 15c2-11 under the Securities Exchange Act of 1934, as amended (including NASDAQ); and the phrase *"traded on a Public Securities Market"* means publicly traded on or through any such exchange, system, listing service or forum.
Regulatory Allocations	As set forth in paragraph 1.7 of Appendix II.
Required Partnership Participation	The minimal amount of Partnership capital required to be invested in a Pay-to-Play Follow-On Opportunity.
Securities Act.....	The U.S. Securities Act of 1933, as amended from time to time, or any successor statute thereto.
Sharing Percentage.....	With respect to any Partner and any Portfolio Investment or other investment, a fraction, expressed as a percentage, (a) the numerator of which is the Actively Deployed Capital of such Partner and (b) the denominator of which is the aggregate amount of the Actively Deployed Capital of all of the Partners.
Shortfall Amount…….	As set forth in 10.5.3.
Statutory Registers.....	The Partnership's register of limited partners, record of capital contributions and returns of capital contributions and register of security interests, each maintained in the form required by the Act.
Subscription	With respect to any Partner, the total amount that such Partner has agreed to contribute to the Partnership pursuant to 6.1.1 as set forth in the List of Partners.
Subscription Agreement.....	As set forth in 3.2.1.

Target Balance	For each Partner at any point in time, either (i) a positive amount equal to the net amount, if any, the Partner would be entitled to receive or (ii) a negative amount equal to the net amount the Partner would be required to pay or contribute to the Partnership or to any third party, assuming, in each case, that (A) the Partnership sold all of its assets for an aggregate purchase price equal to their aggregate Carrying Value (assuming for this purpose that the Carrying Value of any asset that secures a liability that is treated as "nonrecourse" for purposes of Treasury Regulations Section 1.1001-2 is no less than the amount of such liability that is allocated to such asset in accordance with Treasury Regulations Section 1.704-2(d)(2)); (B) all liabilities of the Partnership were paid in accordance with their terms from the amounts specified in clause (A) of this sentence; (C) any Partner that was obligated to contribute any amount to the Partnership pursuant to this Agreement or otherwise (including the amount a Partner would be obligated to pay to any third party pursuant to the terms of any liability or pursuant to any guaranty, indemnity or similar ancillary agreement or arrangement entered into in connection with any liability of the Partnership) contributed such amount to the Partnership; (D) all liabilities of the Partnership that were not completely repaid pursuant to clause (B) of this sentence were paid in accordance with their terms from the amounts specified in clause (C) of this sentence; and (E) the balance, if any, of any amounts held by the Partnership was distributed in accordance with 7.2 and 7.3.5 hereof.
Tax Distribution	As set forth in 7.3.1.
Tax-Exempt Partner	Any Partner that (a) is generally exempt from federal income taxation under Section 501 of the Code, or is a partnership or other flow through entity for U.S. tax purposes if any partner, member or other beneficial owner of such partnership or other flow through entity is so exempt, and (b) has notified the General Partner in writing of its status as a Tax-Exempt Partner.
Tax Liability.....	As set forth in 7.4.1.
Tax Reporting Information	As set forth in 14.7.2.
Tax Reporting Obligations.....	As set forth in 14.7.2.

Temporary Investments.....	Short-term investments of cash pending distribution or use by the Partnership to pay expenses or make Portfolio Investments.
Temporary Investment Income	For any period, the income of the Partnership determined in accordance with U.S. federal income tax principles (and with the adjustments set forth in the definition of "Net Gain or Loss"), but determined by only taking into account all items of income or gain attributable to Temporary Investments other than Partner Interest.
Third-Party Indemnifier	Any Person (other than an OurCrowd Fund, the General Partner, the Management Company, or any Affiliate thereof) that is legally or contractually obligated to make indemnification payments (or equivalent payments pursuant to an insurance policy or similar arrangement) with respect to an Indemnitee.
Three-Year Net Gain.....	As set forth in 8.2.2(b).
Transfer	As set forth in 11.1.
Transfer Expenses	As set forth in 11.2.8.
Treasury Regulations	The regulations promulgated by the U.S. Department of the Treasury under the Code, as amended.
United States; U.S.	The United States of America.
USRPHC.	As set forth in 4.2.
Withdrawal Date	As set forth in 3.6.1.3.
Withdrawing Limited Partner	As set forth in 3.6.1.3.

*** * ***

APPENDIX II

REGULATORY AND TAX ALLOCATIONS

The provisions of this Appendix II are included in order to enable the Partnership to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder and shall be applied and interpreted accordingly.

1.1 Regulatory Allocations and Allocations Involving Nonrecourse Indebtedness.

The following provisions are included in order to comply with tax rules set forth in the Code and to permit the Partnership to obtain the benefits of a "safe harbor" provided by Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*) and apply notwithstanding anything to the contrary in 8.2.

1.2 Minimum Gain Chargeback.

Items of income or gain (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") for any taxable period shall be allocated to the Partners in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulations Section 1.704-2(f) and Treasury Regulations Section 1.704-2(i)(4).

1.3 Nonrecourse Deductions.

All "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)(1)) of the Partnership for any year shall be allocated to the Partners in the same manner in which Net Gain or Net Loss is allocated for such year; provided, however, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulations Section 1.704-2(b)(4)) shall be allocated to the Partners in accordance with the provisions of Treasury Regulations Section 1.704-2(i)(1).

1.4 Limit on Loss and Deduction Allocations.

In no event shall any items of loss or deduction (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") be allocated to a Partner if such allocation would cause or increase a negative balance in such Partner's Capital Account (determined for this purpose, by increasing the Partner's Capital Account balance by the amount the Partner is obligated to restore to the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(*c*) or is deemed obligated to restore pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5) and decreasing it by the amounts specified in Treasury Regulations Sections 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) and (*6*)).

1.5 Qualified Income Offset.

Items of income or gain (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") for any taxable period shall be allocated to the Partners in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*).

1.6 Gross Income Allocation.

Items of income or gain (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") for any taxable period shall be allocated to the Partners in the amount of (and in proportion to) any negative balance in such Partner's Capital Account (determined for this purpose, by increasing the Partner's Capital Account balance by the amount the Partner is obligated to restore to the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(*c*) or is deemed obligated to restore pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5) and decreasing it by the amounts specified in Treasury Regulations Sections 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) and (*6*)).

1.7 Offsetting Allocations.

The allocations set forth in paragraphs 1.4, 1.5 and 1.6 hereof (the "**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulations Section 1.704-1(b). Notwithstanding any other provisions of this Agreement (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating subsequent Net Gain, Net Loss and other items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of subsequent Net Gain, Net Loss and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner pursuant to the provisions of Article 8 of the Agreement if the Regulatory Allocations had not occurred.

2. Adjustments to Reflect Changes in Interests.

With respect to any fiscal period during which any Partner's interest in the Partnership changes, allocations under this Agreement (including 8.3) shall be adjusted appropriately to take into account the varying interests of the Partners during such period in accordance with the requirements of Section 706(d) of the Code and the Treasury Regulations thereunder.

3. Special Allocations to Reflect Economic Interests.

The General Partner is authorized to modify the allocations otherwise provided for under Article 8 and this Appendix II, including by specially allocating items of gross income, gain, loss, or expense among the Partners, if the General Partner reasonably determines that such modifications or such special allocations will cause allocations under this Agreement (both in amount and character) and the Capital Accounts of the Partners to reflect more closely the Partners' relative economic interests in the Partnership as set forth in Article 7 and Article 10.

4. Tax Allocations.

Except as otherwise provided in the Agreement or this Appendix II or as required by Section 704 of the Code, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Partners in the same manner as are Net Gains and Net Losses; provided, however, that if the Carrying Value of any property of the Partnership differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Partners so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Section 704(c) of the Code.

* * *

-CONFIDENTIAL-

OurCrowd (Investment in DBricks) L.P.

LIMITED PARTNER SUBSCRIPTION AGREEMENT

Date: 20/02/2025

OurCrowd General Partner, L.P.
c/o OurCrowd Management Limited
28 Derech Hebron
Jerusalem, 9354214
Israel

Ladies and Gentlemen:

Reference is made to (i) the Amended and Restated Limited Partnership Agreement (the "Partnership Agreement") of OurCrowd (Investment in DBricks) L.P., a British Virgin Islands limited partnership (the "Partnership"), substantially in the form furnished to the undersigned with respect to the offering of different classes of limited partnership interests in the Partnership; and (ii) this Limited Partner Subscription Agreement (this "Agreement"), by and among OurCrowd General Partner, L.P., a Cayman Islands exempted limited partnership, as the sole general partner of the Partnership (the "General Partner"), for and on behalf of the Partnership, and the undersigned subscribing investor (the "Investor"). The Partnership Agreement and this Agreement are collectively referred to herein as the "Offering Materials". Capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Partnership Agreement. This Partnership has been established to invest in (the "Portfolio Company").

The Investor hereby subscribes and agrees as follows:

1. **Subscription for Different Classes of Limited Partnership Interest**. Subject to the terms and conditions set forth in this Agreement and in the Partnership Agreement, the Investor agrees: (i) to purchase from the Partnership different classes of limited partnership interest in the Partnership of the class and in the amount set forth on the signature page below (the "Interest") at a purchase price equal to 100% of such Interest, payable in the manner and at the time as set forth below; (ii) to become a party to and be bound by the Partnership Agreement; and (iii) to become a limited partner of the Partnership (a "Limited Partner") for the purpose of investing in by means of the following security: Preferred J .

Each of the Investors shall wire, upon three (3) days prior written notice by the General Partner, from a bank account registered in the Investor's name, its entire subscription amount to a bank account pursuant to written instructions which shall be uploaded to the Investor's account on ww.ourcrowd.com (the "Website"). Such account may be an escrow account (the "Escrow Account"), which would be established for purposes of holding the subscription amounts of the Partnership's investors in connection with the purchase of the Interest, until the earlier of the disbursement of such amounts to the Portfolio Company or the return of such amounts to the Partnership's Investors, all in accordance with the terms of the applicable Escrow Agreement by and among the Partnership, the General Partner and TMI Trust Company or any successor thereof (the "Escrow Agent") and/or the Partnership Agreement. The details of such Escrow Account, if applicable, shall be provided to the Investor by the General Partner as soon as practicably possible following the receipt of such details from the Escrow Agent.

2. **Representations and Warranties of the Investor**. The Investor hereby represents and warrants to, and agrees with, the Partnership and the General Partner as follows:

a. **Suitability.** THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS AND HAS CONSULTED ITS OWN ATTORNEY, ACCOUNTANT, TAX ADVISER AND/OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR.

b. **Opportunity to Verify Information**. The Investor acknowledges that representatives of the Partnership have made available to the Investor prior to the purchase of the Interest, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering of the Interest described in the Offering Materials, and to obtain any additional information necessary to verify the information contained in the Offering Materials and the Website or otherwise relative to the proposed activities of the Partnership or to otherwise evaluate the merits and risks of an investment in the Partnership. In addition, the Investor acknowledges that representatives of the Portfolio Company have made available to the Investor, prior to the purchase of the Interest, the opportunity to ask questions of and receive answers from them regarding the Portfolio Company and its activities, the terms and conditions of the Partnership's investment in the Portfolio Company (the "Portfolio Investment Terms") as further described on the Website and to obtain any additional information necessary or relevant in order to verify the activities of the Portfolio Company and the risks of investing in the Portfolio Company pursuant to the Portfolio Investment Terms. The Investor understands that no person has been authorized to give any information or to make any representations which were not furnished pursuant to this paragraph and Investor has not relied on any other representations or information.

c. **Purchase for Investment.** The Investor understands and agrees: (i) that the Investor must bear the economic risk of its investment until the termination of the Partnership; and that the Investor has no right to withdraw from the Partnership pursuant to the Partnership Agreement; (ii) that the Interest has not been registered under the United States Securities Act of 1933, as amended (the "Securities Act") on the ground that the issuance thereof is exempt under Rule 506 of Regulation D of the Securities Act or Regulation S of the Securities Act, as applicable, as a transaction by an issuer not involving any public offering, or under the applicable securities laws of any other jurisdiction (including the State of Israel), and, therefore, cannot be resold or otherwise disposed of unless it is subsequently registered under the Securities Act or such other securities laws, unless an exemption from such registration is available; (iii) that the Partnership is not being registered as an "investment company" as the term "investment company" is defined in Section 3(a) of the United States Investment Company Act of 1940, as amended (the "Investment Company Act"); or being registered under the Israeli Securities Law - 5728-1968 (the "Israeli Securities Law"); or being registered under the Securities and Investment Business Act, 2010 of the British Virgin Islands; (iv) that the Investor is purchasing the Interest for its own account and without a view towards distribution thereof; (v) that the Investor shall not resell or otherwise dispose of all or any part of the Interest purchased by the Investor, except as permitted by law, including, without limitation, any regulations under the Securities Act (including Rule 904 of Regulation S under the Securities Act, as applicable), or other applicable securities laws, and any and all applicable provisions of the Partnership Agreement; (vi) that the Transfer of the Interest by the Investor and the admission of another Limited Partner for the Investor are restricted by the terms of the Partnership Agreement, the Securities Act (including Rule 904 of Regulation S under the Securities Act, as applicable), and the Limited Partnership Act (Revised 2020) of the British Virgin Islands; (vii) that the General Partner does not have any intention of registering the Partnership as an "investment company" under the Investment Company Act or of registering the Interest under the Securities Act or the securities laws of any other jurisdiction or of supplying the information that may be necessary to enable the Investor to sell, Transfer or otherwise dispose of the Interest; (viii) that neither the General Partner nor its partners nor any other person or entity selected by the General Partner to act as agent or adviser of the Partnership with respect to managing the affairs of the Partnership will be registered as an investment adviser under the United States Investment Advisers Act of 1940, as amended; and (ix) that Rule 144 under the Securities Act is unlikely to be available as a basis for exemption from registration of the Interest in connection with the sale, Transfer or other disposition of all or a portion of the Interest. The Investor acknowledges that (A) the purchase of the Interest by the Investor is consistent with the general investment objectives of the Investor; and (B) it has not relied on the General Partner or any of its partners or Affiliates for investment advice with respect to an investment in the Partnership. The Investor understands there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. The

Investor further understands that for the foregoing reasons, the Investor may be required to retain ownership of the Interest and bear the economic risk of this investment for the term of the Partnership or until it is dissolved in accordance with the Partnership Agreement.

d. **Risk Factors**. Investor has carefully read this Agreement and the General Risks and Potential Conflicts of Interest as further described on the Website http://ourcrowd.com/how_it_works/risk_factors and Investor has accurately completed the queries presented herein.

e. **No Representations; Investor Acknowledgements**. No representations or warranties have been made to Investor by the Partnership or its officers, employees, agents, affiliates, or subsidiary of the Partnership, other than the representations of the Partnership contained herein, and in subscribing for the Interest the Investor is not relying upon any representations other than those contained in this Agreement. The Investor is aware and acknowledges that: (i) the Partnership has no financial or operating history; (ii) the General Partner or another person or entity selected by the General Partner (which may be a partner or Affiliate thereof) will receive substantial compensation in connection with the management of the Partnership; (iii) the Investor is not entitled to cancel, terminate or revoke its subscription in the Partnership nor any of the powers and authority conferred herein and in the Partnership Agreement to the Partnership and/or the General Partner; (iv) investment returns, if any, described in any supplemental letters or materials are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Partnership; (v) the investment will be concentrated in a single portfolio company and therefore will be closely linked to the performance of such portfolio company and the Partnership could be severely impacted by adverse developments affecting the Portfolio Company or its industry; (vi) a portion of its investment will be used to pay management fees and Partnership expenses incurred by the Partnership or the General Partner; and (vii) decisions concerning the Partnership's investment in the Portfolio Company, including inter-alia, decisions concerning the investment opportunities of the Partnership on the one hand and affiliates of the General Partner on the other, may give rise to conflicts of interest from time to time to which each investor hereby consents. For additional risks and potential conflict of interest please click on the following link: "*OurCrowd General Risks and Potential Conflicts of Interests*" or visit the Website.

f. **Investor Onboarding Application**. The Investor has carefully reviewed and completed the Investor Onboarding Application and makes each of the representations set forth therein and such representations are true and correct in all respects.

g. **No Need for Liquidity**. The Investor has no need for liquidity in connection with its purchase of the Interest, and is able to bear the risk of loss of its entire investment in the Interest.

h. **Securities Laws**. The Investor received the Offering Materials and first learned of the Partnership in the country, territory, state or other jurisdiction identified in the address of the Investor set forth on the Investor's signature page hereto, and intends that the securities laws of that country, territory, state or other jurisdiction alone shall govern the offer and sale of the Interest to the Investor. If the Investor is not a resident of the United States or of Israel, the Investor understands that it is the responsibility of the Investor to satisfy itself as to full observance of the laws of any relevant country, territory, state or jurisdiction outside of the United States or of Israel in connection with the offer and sale of the Interest, including obtaining any required governmental or other consent and observing any other applicable legal, regulatory or other similar formalities. The Investor understands that no governmental agency or authority has passed upon or will pass upon the offer or sale of the Interest or has made or will make any finding or determination as to the fairness of this investment.

i. **Investment Objectives and Advice**. The purchase of the Interest by the Investor is consistent with the general investment objectives of the Investor. The Investor hereby acknowledges that it has not relied on the General Partner or any of its partners or Affiliates for investment advice with respect to an investment in the Partnership.

j. **Certain Regulatory Matters**. If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association, it has not been formed or used to

circumvent the provisions of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the Interest held by the Investor will be held of record by one person within the meaning of the Exchange Act Rule 12g5-1.

k. **No Broker, Finder, Etc**. Investor represents and warrants, to the best of its knowledge, that no finder, broker, agent, financial advisor or other intermediary, nor any purchaser representative or any broker-dealer acting as a broker, is entitled to any compensation in connection with the transactions contemplated by this Agreement.

l. **Right to Reject Subscriptions**. Investor understands that the Partnership shall have the unconditional right to accept or reject this subscription, in whole or in part, for any reason or without a specific reason, in the sole and absolute discretion of the General Partner (even after receipt and clearance of Investor's funds). This Agreement is not binding upon the Partnership until accepted by the General Partner. In the event that the subscription is rejected, then Investor's subscription funds will be returned without interest thereon or deduction therefrom.

m. **Power and Authority; No Conflicts**.

If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association: (i) it has the requisite power and authority to execute and deliver this Agreement and the Partnership Agreement; (ii) the person signing this Agreement on behalf of the Investor has been duly authorized to execute this Agreement and the Partnership Agreement; and (iii) such execution, delivery and performance by the Investor of such agreements do not violate, or conflict with, the terms of any agreement or instrument to which the Investor is a party or by which it is bound.

If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interest and to execute and deliver this Agreement and the Partnership Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, valid and legally binding agreements of the Investor enforceable against the Investor in accordance with their respective terms. The Investor has obtained all necessary consents, approvals and authorizations of government authorities and other persons or entities required to be obtained in connection with its execution and delivery of this Agreement and the Partnership Agreement and the performance of its obligations hereunder and thereunder.

n. **Knowledge and Experience**. The Investor and its "purchaser representative" (if any) currently have, and (unless the Investor has a purchaser representative) the Investor had immediately prior to receipt of any offer regarding the Partnership, such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the Partnership.

o. **Purchaser Representative**. If the Investor has utilized a purchaser representative, the Investor has previously given the Partnership notice in writing of such fact (which shall be acknowledged by the General Partner in writing), specifying that such representative would be acting as the Investor's "purchaser representative" as defined in Rule 501(h) of Regulation D under the Securities Act ("Regulation D").

p. **No View to Tax Benefits**. The Investor is not acquiring the Interest with a view to realizing any benefits under any tax law, including, but not limited to, United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor's acquisition, ownership or disposition of the Interest.

q. **Publicly Traded Partnership**. The following representations are included with the intention of enabling the Partnership to qualify for the benefit of a "safe harbor" under U.S. Treasury Regulations from treatment of the Partnership as an entity subject to corporate income tax. The Investor *either*:

(1) is *not* a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes; or

(2) is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, and (i) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner's direct or indirect interest in the Investor be attributable to the Investor's interests in the Partnership, (ii) less than 65% of the value of the Investor is attributable to the Investor's interests in the Partnership, and (iii) permitting the Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the U.S. Treasury Regulations is not a principal purpose of any beneficial owner of the Investor or of any person authorized to act on the Investor's behalf, for using the tiered arrangement within the meaning of U.S. Treasury Regulation Section 1.7704-1(h)(3)(ii).

r. **Status as Disregarded Entity**. Unless the Investor has notified the General Partner in writing on or before the date hereof (which writing shall be acknowledged by the General Partner and shall constitute a representation of the Investor hereunder), the Investor is not disregarded as an entity separate from its owner within the meaning of U.S. Treasury Regulation Section 301.7701-2(c)(2)(i) (a "Disregarded Entity"). If the Investor has notified the General Partner in writing that it is a Disregarded Entity, then the sole owner of the Investor for U.S. federal income tax purposes (the "Sole Owner") represents as follows:

(1) the Sole Owner *either*:

(A) is *not* a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes; or

(B) is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, and (x) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner's direct or indirect interest in the Sole Owner be attributable to the Sole Owner's interests in the Partnership, (y) less than 65% of the value of the Sole Owner is attributable to the Sole Owner's interests in the Partnership, and (z) permitting the Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the U.S. Treasury Regulations is not a principal purpose of any beneficial owner of the Sole Owner, or of any person authorized to act on the Sole Owner's behalf, for using the tiered arrangement within the meaning of U.S. Treasury Regulations Section 1.7704-1(h)(3)(ii).

(2) The Sole Owner will not transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any rights with respect to) the Investor or the Interest without complying with all of the applicable provisions of the Partnership Agreement as if the Sole Owner were a direct Limited Partner of the Partnership and were transferring a direct limited partnership interest in the Partnership.

s. **Partnership Counsel Does Not Represent the Investors**. The Investor understands and acknowledges that Yigal Arnon & Co., McDermott Will & Emery LLP and Harney Westwood & Riegels (collectively "Counsel") represent only the Partnership, the General Partner, the Management Company and certain of their respective Affiliates, and not the Investor, in connection with the formation of the Partnership and the sale of the Interest, and that the Investor should consult its own legal and tax advisers in connection therewith. The Investor also understands that no independent counsel has been retained to represent the Limited Partners. The Investor acknowledges that Counsel has not independently verified any factual assertions made to the Investor and is not responsible for the Partnership's compliance with its investment program or applicable law. The Investor represents that it has not relied upon Counsel's participation in the preparation of the Offering Materials or its representation of the parties named above in connection with its investment in the Partnership.

t. **Privacy Notice**.

1.1 The Investor acknowledges that it has received and had the opportunity to ask questions about the privacy notice in the Schedule (the "Privacy Notice").

1.2 The Investor acknowledges and agrees that information supplied in this Agreement and otherwise in connection with the Investor's application may relate to individuals (collectively "Personal Information"), may be held by the Partnership and/or its delegates and agents and may be used for the purpose of:

(a) assessing and processing the Investor's application, completion of information on statutory registers and books and other related dealings, including performing know-your-client procedures, issuing and redeeming partnership interests, receiving payments from and making payments to the Investor and overseeing these processes;

(b) carrying out the provisions of the Offering Materials;

(c) carrying out the Investor's instructions or responding to any enquiry purporting to be given by the Investor or on behalf of the Investor;

(d) dealing in any other matters relating to the Investor's investment and general business administration (including but not limited to the mailing of reports or notices, communicating with service providers and counterparties, accountancy and audit services, risk monitoring, the administration of IT systems and monitoring and improving products); and

(e) observing any legal, governmental, regulatory requirements of any relevant jurisdiction (including any disclosure or notification requirements to which any recipient of the data is subject, know-your-client procedures, the automatic exchange of tax information and legal judgments).

1.3 The Investor gives its express consent to the use of its Personal Information as set out at clause 1.2 above.

1.4 If the Investor is not an individual, the Investor confirms, represents and warrants that:

(a) it has obtained consent from any individual whose Personal Information has been provided to the Partnership or its delegates and agents for that Personal Information to be provided to the Partnership, its delegates and agents;

(b) it has provided a copy of the Privacy Notice to any such person; and

(c) such individual has expressly acknowledged and agreed to the provisions of the Privacy Notice in its entirety.

1.5 The Investor acknowledges and agrees that, subject to the requirements of applicable law, the Partnership and/or its delegates and agents, may:

(a) retain Personal Information after the Investor has ceased to be a Limited Partner and after the termination of the Partnership;

(b) maintain Personal Information on computer systems based or maintained in such places as the Partnership and/or its delegate or agent determines, which may be in countries that have not enacted data protection legislation;

(c) disclose and transfer Personal Information, by any method including electronically and/or by making available the original or a copy of this Agreement, to:

(i) the Partnership and/or any delegate or agent of the Partnership and/or the professional advisers of any of them and/or any of their employees, officers, directors, agents and/or affiliates; or

(ii) data processors and data controllers situated or operating in countries outside the British Virgin Islands (to the extent permissible under the Virgin Islands Data Protection Act, 2021) which may not provide a similar level of data protection to that of the British Virgin Islands; or

(iii) any third party employed to provide administrative, computer or other services or facilities to any person to whom data is disclosed or transferred as aforesaid; or

(d) disclose Personal Information where such disclosure is required by any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or governmental or other regulatory or taxation authority.

u. **Nominees and Custodians**. If the undersigned is acting as nominee or custodian for another person or entity in connection with the purchase or holding of the Interest, the undersigned has so indicated on its signature page hereto. The representations and warranties contained in this Section 2 regarding the "Investor" are true and accurate with regard to each person or entity for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Investor in the Investor Onboarding Application are true with respect to, and accurately describe, each person or entity for which the undersigned is acting as nominee or custodian. Each person or entity for which the undersigned is acting as nominee or custodian will not Transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the applicable provisions of the Partnership Agreement as if such person or entity were a direct Limited Partner of the Partnership and were transferring a direct limited partnership interest in the Partnership. If the undersigned is acting as nominee or custodian for another person or entity, the undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and the person or entity for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Investor to purchase the Interest.

v. **Final Form**. The Investor understands and acknowledges that its purchase of Interest in the Partnership shall be subject to the terms and conditions of this Agreement and the Partnership Agreement, in each case in the definitive form as shall be executed by the parties hereto and thereto, and as the same may be amended from time to time in accordance with their respective terms.

w. **General Solicitation or General Advertisement**.

(1) With respect to an Investor that indicated on the Investor Onboarding Application that it *is* a resident of the United States, the Investor hereby represents and acknowledges that:

(A) it is a US resident and that it is in compliance with the provisions of Rule 506 of Regulation D of the Securities Act.

(2) With respect to an Investor that indicated on the Investor Onboarding Application that it is *not* a resident of the United States, the Investor hereby represents acknowledges that:

(A) it is not purchasing an Interest as a result of or subsequent to (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio, or any

seminar or meeting whose attendees, including the Investor, had been invited as a result of, subsequent to or pursuant to the foregoing.

(B) it is in compliance with the provisions of Regulation S of the Securities Act, and agrees that it will notify the Partnership immediately if the Investor becomes a U.S. Person at any time during which the Investor holds or owns an Interest.

x. **OFAC and Anti-Money Laundering**. The Investor hereby acknowledges that the Partnership seeks to comply with all applicable sanctions imposed under the laws, regulations or executive orders administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), pursuant to 31 C.F.R. Sub. B, Chap. V ("OFAC Sanctions"), His Majesty's Government, British Virgin Islands law, the European Union (EU) and all other applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Investor, on behalf of itself, (and with respect to an Investor that is not an individual, its "controlling parties" (as defined below in this Section 2(x)) and any disclosed or undisclosed principal for which the Investor is acting as a nominee or other type of agent, certifies, based on appropriate diligence and investigation, that:

(1) it (and with respect to an Investor that in not an individual, any such controlling party) and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf, is not named on any prohibited lists maintained by the U.S. government, including, but not limited to, the OFAC list of Specially Designated Nationals and Blocked Persons;

(2) it (and with respect to an Investor that in not an individual, any such controlling party) and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf, is not named on any prohibited lists maintained by the United Kingdom government, including but not limited to, the asset freeze target lists maintained by HM Treasury;

(3) it (and with respect to an Investor that is not an individual, any such controlling party) and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf, is not otherwise the target of any OFAC Sanctions, EU or UK international financial sanctions;

(4) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is prohibited under the OFAC Sanctions or Israeli or British Virgin Islands law, and no cash, property or item of value that Investor receives from the Partnership will be used in any transaction or manner that is prohibited under the OFAC Sanctions or Israeli or British Virgin Islands law;

(5) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is deemed criminal under United States law or Israeli or British Virgin Islands law; and

(6) no contribution or payment by the Investor to the Partnership, to the extent that they are within the Investor's control, shall cause the Partnership or the General Partner to be in violation of the United States Bank Secrecy Act, as amended, or any regulation issued thereunder; the criminal money laundering provisions set forth in Title 18 of the United States Code; or the OFAC Sanctions.

For purposes of this Section 2(x), "controlling party" means any person or entity who owns more than 25% of the economic interest in another person or entity or controls the board of directors or similar governing body, the day-to-day operations or material business decisions of such other person or entity.

The Investor agrees to promptly provide to the General Partner any additional information regarding the Investor or its beneficial owners that the General Partner deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities. The Investor understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law, regulation or administrative pronouncement related to money laundering and similar activities, the General Partner may undertake appropriate actions to ensure compliance with applicable laws, regulations and administrative pronouncements, including, but not limited to those actions described in the Partnership Agreement. The Investor further understands that the Partnership or General Partner may release confidential information about the Investor and, if applicable, any underlying beneficial owners, to proper authorities if the General Partner, in its sole discretion, determines that it is in the best interests of the Partnership in light of relevant rules, regulations and administrative pronouncements under the laws set forth in this Section 2(x).

y. **Residency**. Except as otherwise indicated on the Investor Onboarding Application separately provided to Investor: (i) the Investor is not a resident of Israel for Israeli income tax purposes, (ii) the Investor has not been organized or formed for the purpose of permitting an Israeli resident to invest in the Partnership as a party that is not a resident of Israel for Israeli income tax purposes, and (iii) with respect to an Investor that is not an individual, not more than 25% of the rights for the incomes or profits of the Investor are beneficially owned by Israeli residents.

z. **Israeli Tax Ruling**. The General Partner has obtained a tax ruling from Israel's tax authorities exempting non-Israeli Limited Partners from Israeli capital gains tax derived from the sale of securities in Israeli or Israeli-related companies and, in certain cases, Israeli taxes on dividends and interest with respect to the Partnership's investment in such companies, subject to certain conditions as set forth in the tax ruling. The Investor understands that the failure by the Investor to provide information and/or certifications as required by this Agreement, the Partnership Agreement and or any Israeli tax ruling obtained from the Israeli Tax Authority may result in the Investor's not receiving all or a portion of the benefits that may be conditioned on the provision of such information including without limitation the benefits of such ruling with respect to taxation of non-Israeli limited partners of the Partnership.

aa. **Compliance with FINRA Rules.** If the Partnership determines to invest in securities that are part of a "new issue" within the meaning of the rules of the Financial Industry Regulatory Authority ("FINRA") (including FINRA Rule 5130), the Investor agrees to timely provide to the General Partner upon request such information as may be necessary or appropriate, as determined by the General Partner, to enable the Partnership to comply with all applicable FINRA rules; including, without limitation, representations as to the Investor's "restricted person" status, FINRA affiliations and associations. The failure to timely respond to any such request by the General Partner may result in the Investor's Interest being treated as held by a "restricted person" for purposes of FINRA Rule 5130 with no exemption to the rule applicable, and/or (ii) the Investor being excluded from receiving any allocation of income related to an investment in "new issue" securities.

bb. **Compliance with FATCA**. The Investor understands and acknowledges that the General Partner will use commercially reasonable efforts to comply with the applicable regulations of the Foreign Account Tax Compliance Act, which is commonly referred to as "FATCA"), including the disclosure of information which may have otherwise not been disclosed to the applicable authority by the General Partner.

cc. **Compliance with Tax Reporting**. The Investor hereby confirms and undertakes that any funds (or other assets, if any) transferred or that shall be transferred to the Partnership's bank account by the Investor and/or the Escrow Agent (and any interest accrued thereon to which the Investor may be entitled, if any), have been or shall be reported to the relevant regulatory authorities and that taxes have been or shall be paid in respect thereof, when due and in the amounts required, pursuant to the provisions of applicable law to which Investor is subject due to Investor's citizenship, residency or otherwise; and to the extent that Investor is a "resident of Israel" as defined in the Israeli Tax Ordinance 5721-1961, the Investor hereby undertakes to report to the Israeli Tax Authority the receipt by the Investor of any distributions arising

from Investor's investment in the Interests.

dd. **Compliance with Automatic Exchange of Information.** For the purposes of the following provisions, AEOI Legislation means any legislation, regulations or guidance in force in the British Virgin Islands relating to the systematic and periodic exchange of information for tax purposes pursuant to any agreement or treaty entered into by the British Virgin Islands (or any British Virgin Islands government body).

- The Investor acknowledges and agrees that:

(a) the Partnership is required to comply with the provisions of the AEOI Legislation;

(b) it will provide, in a timely manner, such information regarding the Investor and its beneficial owners and such forms or documentation as may be requested from time to time by the Partnership, its delegates or agents, to enable the Partnership to comply with the requirements and obligations imposed on it pursuant to the AEOI Legislation, specifically, but not limited to, forms and documentation which the Partnership may require to determine whether or not the relevant investment is a "US Reportable Account" for the purposes of FATCA and to comply with the relevant due diligence procedures in making such determination;

(c) any such forms or documentation requested by the Partnership, its delegates or agents pursuant to paragraph (b) above, or any financial or account information with respect to the Investor's investment in the Partnership, may be disclosed to the BVI International Tax Authority (or any other British Virgin Islands governmental body which collects information in accordance with the AEOI Legislation) and to any person or regulatory authority where the provision of that information to such person or regulatory authority is required to ensure compliance by the Partnership with its obligations under the AEOI Legislation or to avoid being subject to withholding tax or other liabilities under the AEOI Legislation;

(d) it waives, and/or shall cooperate with the Partnership to obtain a waiver of, the provisions of any applicable laws which:

(i) prohibit the disclosure by the Partnership, or by any of its delegates or agents, of the information or documentation requested from the Investor pursuant to paragraph (b) above; or

(ii) prohibit the reporting of financial or account information by the Partnership, its delegates or agents required pursuant to the AEOI Legislation; or

(iii) otherwise prevent compliance by the Partnership with its obligations under the AEOI Legislation;

(e) if it provides information and documentation that is in anyway misleading, or it fails to provide the Partnership, its delegates or agents with the requested information and documentation necessary in either case to satisfy the Partnership's obligations under the AEOI Legislation, the Partnership may (whether or not such action or inaction leads to compliance failures by the Partnership, or a risk of the Partnership or its partners being subject to withholding tax or other liabilities under the AEOI Legislation):

(i) take any action and/or pursue all remedies at its disposal including, without limitation, the compulsory redemption of all or any of the Interests issued to the Investor; and

(ii) hold back from any redemption proceeds or distributions and retain, an amount sufficient to discharge any liabilities, costs, expenses, taxes, withholdings or deductions incurred or suffered by the Partnership, or that in the opinion of the directors will be incurred or suffered

by the Partnership, due to the representations, actions or inactions (directly or indirectly) by the Investor; and

(iii) it shall have no claim against the Partnership, its delegates or agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Partnership pursuant to this Clause (dd) in order to comply with the AEOI Legislation.

(f) The Investor agrees to indemnify and keep indemnified the Partnership and its general partner, officers and employees, from and against any AEOI Legislation related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which the Partnership may incur under the provisions of the AEOI Legislation as a result of any representation, action or inaction (directly or indirectly) of the Investor. This indemnification shall survive the Investor's death or disposition of its Interests.

ee. **Parallel Funds**. The Investor hereby represents, warrants, acknowledges and agrees that the General Partner may create one or more parallel partnerships to invest in parallel with the Partnership in the Portfolio Company (any such partnership, a "Parallel Partnership") whether for regulatory reasons or otherwise, and that the General Partner, at its sole discretion, may elect to admit the Investor into such Parallel Partnership in lieu of the Partnership without any additional consent or approval by the Investor and this Agreement shall be deemed a subscription to the Parallel Partnership for all intents and purposes. The Parallel Partnerships will invest at the same time and on substantially the same terms as the Partnership and investments shall be allocated between and among the Partnership and any Parallel Partnership(s) pro rata based on the aggregate capital contributions to each of the Partnership and the Parallel Partnership(s), to the extent practicable. The Partnership and any Parallel Partnership(s) shall dispose of their investments at the same time, on substantially the same terms, and in the same relative amounts, to the extent practicable. The Partnership and any Parallel Partnerships shall allocate the expenses of the Partnership and the expenses of any Parallel Partnership(s) pro rata among them based on the aggregate capital contributions to each of the Partnership and the Parallel Partnership(s), to the extent practicable.

ff. **Non-Circumvention**. The Investor represents, warrants and undertakes that it will not, without the prior written consent of the General Partner, (i) circumvent or seek to circumvent the Partnership or this Agreement by means of any direct or indirect Transaction (as defined below) or similar activity in connection with the Portfolio Company; or (ii) directly or indirectly invest or seek to invest in the Portfolio Company other than pursuant to this Agreement, the Partnership Agreement, another current or future entity managed by OurCrowd or any other current or future method of investment through the Website (each, a "Circumvention"). In the event that the Investor engages in a Circumvention which results in a Transaction in connection with the Portfolio Company (a "Circumventing Transaction"), the Investor shall be liable to the General Partner for two (2) times the amount of all fees and expenses (including, without limitation, the Management Fee) and Carried Interest as if such Circumventing Transaction had been executed pursuant to this Agreement and the Partnership Agreement. For the avoidance of doubt, subject to the foregoing, a Circumventing Transaction shall not be considered to have been executed pursuant to this Agreement or the Partnership Agreement. For purposes of this Section 2(ff): "Transaction" means any convertible loan to, or acquisition of shares in, the Portfolio Company, or any acquisition of a material portion of the Portfolio Company's assets, or any other investment (in any form whatsoever) in, or M&A transaction in connection with, the Portfolio Company; the "Investor" includes any Affiliate of the Investor.

3. **Closing and Capital Contributions**. The closing of the sale and purchase of the Interest (the "Closing") shall take place on such date and at such time and place as shall be selected by the General Partner and notified to the Investors.

4. **Agreements with Other Limited Partners**. The purchases of the Interest by the Investor and interests in the Partnership by the other Limited Partners are to be separate purchases from the Partnership and the sales of the Interest to the Investor and interests in the Partnership to the other Limited Partners are to be separate sales by the Partnership. This Agreement and the subscription agreements to be executed by such other Limited Partners are sometimes collectively referred to herein as the "Subscription Agreements."

5. **Representations and Warranties of the Partnership and the General Partner**. The Partnership and the General Partner hereby represent and warrant to the Investor that at the time of the Closing:

a. **Organization and Standing of the Partnership**. The Partnership is duly and validly formed and registered as a limited partnership under the laws of the British Virgin Islands and the General Partner (in its capacity as general partner of the Partnership) has all requisite power and authority under the Partnership Agreement and such laws to enter into and carry out the terms of this Agreement, to conduct its activities as described in the Partnership Agreement, to issue and sell the Interest and to admit the Investor to the Partnership.

b. **Governmental and Regulatory Approval**. Neither the execution and delivery of this Agreement, nor the offer or sale of the Interest, requires any material consent, approval or authorization from, or filing, registration or qualification with, any British Virgin Islands, Israeli, United States federal, state or local governmental or regulatory authority (including, without limitation, registration under the Securities Act), on the part of the Partnership, except for (i) compliance by the Partnership and the General Partner with the requirements of any applicable United States state securities laws, including Regulation S under the Securities Act, or other applicable securities laws and (ii) filing by the Partnership of a Form D with the U.S. Securities and Exchange Commission (the "SEC") pursuant to Regulation D.

c. **Litigation**. There are no actions, proceedings or investigations pending or, to the Partnership's knowledge, threatened, against the Partnership which have a substantial likelihood of resulting in a material adverse effect on the business, financial condition or operations of the Partnership or in any material liability on the part of the Partnership or the General Partner.

d. **Sale of the Interest**. All action required to be taken by the General Partner and the Partnership as a condition to the sale of the Interest purchased by the Investor has been taken, and the Investor, on acceptance of this Agreement by the General Partner will be a Limited Partner of the Partnership entitled to all the benefits, and subject to all the obligations, of a Limited Partner under the Partnership Agreement and the Limited Partnership Act (Revised 2020)of the British Virgin Islands.

e. **Due Execution and Delivery**. When this Agreement has been duly executed and delivered by the General Partner on behalf of the Partnership and, assuming the due authorization, execution and delivery thereof by the Investor, it will constitute a valid and binding obligation of the Partnership, enforceable against it in accordance with its terms. When the Partnership Agreement have been duly executed and delivered by the General Partner and, assuming the due authorization, execution and delivery thereof by the Limited Partners, they will constitute a valid and binding obligation of the General Partner, enforceable against the General Partner in accordance with its terms.

f. **Investment Company Act Status**. Based in part upon the representations of the Limited Partners contained in the Subscription Agreement, the Partnership is not required to be registered as an "investment company" within the meaning of the Investment Company Act, after giving effect to the transactions contemplated in the Partnership Agreement.

6. **Power of Attorney**.

a. The Investor hereby appoints OurCrowd General Partner Limited and each person from time to time serving as an authorized signatory, member, director or officer of OurCrowd General Partner Limited (collectively, the "Attorneys"), and each acting singly with full power of substitution, as the Investor's agent and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file for and on behalf of the Investor, and in its name, place and stead (i) the Partnership Agreement (or partnership agreement of any Parallel Partnership, if any) substantially in the form provided to the Investor, (ii) all instruments, documents and certificates which may, from time to time, be required to obtain and maintain the effectiveness of any Israeli Tax Ruling, including an acknowledgement addressed to the Israeli Tax Authority, and (iii) any other certificate, consent, or other instrument which may be required by law to be filed by the Partnership or the partners thereof under the laws of any country, territory, state or other jurisdiction, if the Attorney deems such filing necessary or desirable, in each case said signature thereon on

behalf of the Investor being conclusive evidence of the approval of the Investor of the terms thereof.

b. The foregoing grant of authority (1) is a special power of attorney deemed coupled with an interest in favor of and to secure obligations owed to the Attorney and as such shall be irrevocable and shall survive the death or disability of a Limited Partner that is a natural person or the merger, dissolution or other termination of the existence of a Limited Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Limited Partner of the whole or any portion of its Interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the Attorneys to execute, acknowledge and file any instrument necessary to effect any permitted admission of the assignee for the assignor as a Limited Partner and shall thereafter terminate. The Investor hereby acknowledges that it and each other Limited Partner has executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership's affairs.

7. **Expenses**. Each party hereto will pay its own expenses relating to this Agreement and the purchase of the Investor's Interest in the Partnership hereunder.

8. **Amendments**. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Investor and the General Partner.

9. **Additional Investor Information; Indemnity**. The Investor understands that the information provided herein (including the Investor Onboarding Application separately provided to Investor) will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase the Interest. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase or hold the Interest. The Investor represents and agrees that the information provided herein (including the Investor Onboarding Application) regarding the Investor is true and correct as of the date it executes this Agreement and will be true and correct as of the Closing. Without limiting the generality of the foregoing, if there should be any change in the information provided herein or in the Investor Onboarding Application or in any exhibit or schedule hereto regarding the Investor prior to the Closing or at any time during the term of the Partnership, the Investor will immediately furnish revised or corrected information to the General Partner in writing. The Investor will furnish to the Partnership, upon request, any other information about the Investor reasonably determined by the General Partner to be necessary or convenient for the formation, operation, management, dissolution, winding up or termination of the Partnership, including in connection with any anti money laundering and FATCA requirements; provided that (A) such other information is in the Investor's possession or is available to the Investor without unreasonable effort or expense and (B) the Investor's obligations with respect to such other information shall not apply to information that the Investor is required by law or agreement to keep confidential. The Investor agrees to indemnify and hold harmless the Partnership, the General Partner, any Affiliate of the Partnership or the General Partner, and any director, officer, partner, member, manager, employee, or agent of any such party against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Agreement (including the Investor Onboarding Application) or in any other documents provided by the Investor to the Partnership or the General Partner in connection with the Investor's investment in the Partnership.

10. **Withholding Forms**. The Investor represents, warrants and agrees that it will provide in a timely manner such information regarding the Investor and its beneficial owners and forms of declarations as requested by the General Partner, including the Investor Onboarding Application and a properly completed Internal Revenue Service ("IRS") Tax Form W-8BEN, W-8IMY, W-8EXP or W-8ECI (each, a foreign person certificate) or W-9 (a U.S. person certificate) or such other required tax form, as appropriate, any forms of declarations requested by the General Partner to comply with the Partnership's obligations under Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any guidance or regulations promulgated pursuant to such Code Sections), and the forms of declarations of any other national, provincial, state, local or other taxing authority, and shall cooperate with the General Partner upon its request in order to maintain appropriate records and provide for withholding amounts under applicable tax laws, if any,

relating to the Investor's Interest in the Partnership, and, further, in the event that the Investor fails to provide such information and/or forms of declarations, the General Partner, the Partnership and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their Affiliates shall have no obligation or liability to the Investor with respect to any tax matters or obligations that may be assessed against the Investor or its beneficial owners. The Investor expressly acknowledges that such tax forms and withholding information may be provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner. Notwithstanding anything in this Agreement or in the Partnership Agreement to the contrary, the Investor hereby waives the application of any non-U.S. law to the extent such law would prevent the Partnership or the General Partner from reporting to the IRS and/or the U.S. Treasury any information required to be reported pursuant to Internal Revenue Code Sections 1471 through 1474 (or any guidance or regulations promulgated pursuant to such Code Sections) with respect to the Investor or its beneficial owners.

11. **General**. This Agreement (i) shall be binding upon the Investor and the legal representatives, successors and permitted assigns of the Investor, (ii) shall survive the admission of the Investor as a Limited Partner of the Partnership, (iii) shall not be assignable by the Investor without the prior written consent of the General Partner, and (iv) shall, if the Investor consists of more than one person or entity, be the joint and several obligation of all such persons or entities. Two or more duplicate originals of this Agreement may be executed by the undersigned and accepted by the Partnership, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the British Virgin Islands. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Captions and headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

* * *

The General Partner for and on behalf of the Partnership hereby accepts the foregoing subscription.

Executed as a deed by: OurCrowd (Investment in DBricks) L.P.

by its general partner OurCrowd General Partner, L.P.
on behalf of its general partner, OurCrowd
International General Partner, L.P., on behalf of its general partner OurCrowd General Partner Limited
By: _____
Name: Jonathan Medved
Title: CEO
Date of Acceptance: 20/02/2025

Amount of Interest accepted by the General Partner (if less than the amount set forth on the Investor's signature page above as permitted by Section 2(l)): $_____

SCHEDULE

OurCrowd (Investment in DBricks) L.P.

DATA PROTECTION PRIVACY NOTICE

The SPV is domiciled in the British Virgin Islands and its registered office is at Craigmuir Chambers, PO Box 71, Road Town Tortola VG1110, British Virgin Islands.

The SPV is a data controller in respect of your personal data for the purposes of the Virgin Islands Data Protection Act, 2021 (the "Act"). The SPV is responsible for ensuring that it uses your personal data in compliance with the Act.

OurCrowd General Partner, L.P., a Cayman Islands exempted limited partnership, as the sole general partner of the Partnership (the "General Partner") will generally process personal data provided to it in connection with an investment in the SPV and the General Partner will generally act as the data controller of any such personal data.

This privacy notice applies to you if are a natural person and (i) you are an applicant for partnership interests in the SPV, (ii) your personal data has been provided to the SPV in connection with an application for partnership interests in the SPV by another person (such as where you are a director, partner, trustee, employee, agent or direct or indirect owner of an applicant) or (iii) the SPV otherwise uses your personal data. This privacy notice sets out the basis on which personal data about you will be processed by the General Partner. Please take the time to read and understand this privacy notice.

Source of personal data

The General Partner collects personal information about its investors predominantly through the following sources:

(a) subscription forms and other information provided by the investor in writing, in person, by telephone, electronically or by any other means; and

(b) transactions within the SPV, including investments and withdrawals.

Uses of your personal data

Your personal data may be stored and processed by the SPV for the following purposes:

(a) Assessing and processing applications for partnership interests in the SPV and other dealings, including performing know-your-client procedures, issuing and liquidating partnership interests, receiving payments from and making payments to the applicant and overseeing these processes.

(b) General business administration, including communicating with investors, communicating with service providers and counterparties, accountancy and audit services, risk monitoring, the administration of IT systems and monitoring and improving products.

(c) Compliance with legal and regulatory obligations and industry standards, including know-your-client procedures, the automatic exchange of tax information and legal judgments.

(d) Information contained within investor relations documents, discussions with the SPV's service providers and counterparties, decision-making in relation to the SPV, and business strategy, development and marketing.

The SPV is entitled to process your personal data in these ways for the following reasons:

(a) You have given your express consent.

(b) If you are the applicant, you may enter into an investment contract with the SPV and some processing will be necessary for the performance of that contract, or will be done at your request prior to entering into that contract.

(c) Processing may be necessary to discharge a relevant legal or regulatory obligation to which you are the subject (other than an obligation imposed by a contract).

(d) Processing may be necessary to protect your vital interests.

(e) Processing may be necessary for the administration of justice.

(f) Processing may be necessary for the exercise of any functions conferred on a person by or under any law.

(g) The personal data will, in all cases:

(i) be processed for a lawful purpose directly related to an activity of the SPV;

(ii) be necessary for, or directly related to, the purpose referred to at limb (i) above; and

(iii) be adequate but not excessive in relation to the purpose referred to at limb (i) above.

(h) In respect of any processing of sensitive personal data falling within special categories, such as any personal data relating to the political opinions of a politically exposed person, the processing will be subject to additional safeguards.

Personal data that the SPV might use

The SPV might process the following personal data about you:

(a) Information provided to the SPV by you or (if different) the applicant which might include your name and address (including proofs of name and address), contact details, date of birth, gender, nationality, photograph, signature, occupational history, job title, income, assets, other financial information, bank details, investment history, tax residency and tax identification information. Such information might be provided in an application form or in other documents (as part of an application process or at other times), face-to-face, by telephone, by email or otherwise.

(b) Information that the SPV collects or generates which might include information relating to your (or an applicant's) investment in the SPV, emails (and related data), call recordings and website usage data and messages submitted through any relevant portal.

(c) Information that the SPV obtains from other sources which might include information obtained for the purpose of the SPV's know-your-client procedures (which include anti-money laundering procedures, counter-terrorist financing procedures, politically-exposed-person checks, sanctions checks, among other things), information from public websites and other public sources and information received from the applicant's advisers or from intermediaries.

Disclosure of your personal data to third parties

The SPV may from time to time, in accordance with the purposes described above, disclose your personal data to other parties, including professional advisers such as law firms and accountancy firms, other service providers of the SPV, including technology service providers, counterparties and courts and regulatory, tax and governmental authorities. Some of these persons will process your personal data in accordance with the General Partner's instructions and others will themselves be responsible for their use of your personal data. These persons may be permitted to further disclose the personal data to other parties.

Where these third parties process your personal data on our behalf we shall ensure that such third parties

have appropriate data protection measures in place.

Transfers of your personal data outside the British Virgin Islands

Your personal data may be transferred to and stored by persons outside the British Virgin Islands, and in particular may be transferred to and stored by affiliates or service providers of the SPV outside the British Virgin Islands.

Where personal data is transferred outside the British Virgin Islands, the SPV will ensure that there is proof of adequate data protection safeguards. You can obtain more details of the protection given to your personal data when it is transferred outside the British Virgin Islands, including a copy of any standard data protection clauses entered into with recipients of your personal data, by contacting the General Partner using the details set out under "Contacting the SPV" below.

Necessity of personal data for an investment in the SPV

The provision of certain personal data is necessary for partnership interests in the SPV to be issued to any applicant (including a corporate entity to which you are connected) and for compliance by the SPV and its service providers with certain legal and regulatory obligations. Accordingly, the provision of certain personal data is obligatory and, if such personal data is not provided when requested, an application for interests might not be accepted or your interests might be compulsorily withdrawn.

Retention of personal data

How long the SPV holds your personal data for will vary. The retention period will be determined by various criteria, including the purposes for which the SPV is using it (as it will need to be kept for as long as is necessary for any of those purposes) and legal obligations (as laws or regulations may set a minimum period for which the SPV has to keep your personal data).

Your rights

You have a number of legal rights in relation to the personal data that the SPV holds about you. These rights include the following:

(a) The right to obtain information regarding the processing of your personal data and request access to the personal data that the SPV holds about you.

(b) The right to request that the SPV rectifies your personal data if it is incomplete, incorrect, misleading, or excessive.

(c) The right to object to the SPV using your personal data for direct marketing purposes.

(d) The right to lodge a complaint with the BVI Information Commissioner if you think that any of your rights have been infringed by the SPV.

You can exercise your rights by contacting the SPV using the details set out under "Contacting the SPV" below. You can also find out more information about your rights under applicable British Virgin Islands data protection law by contacting the Office of the Information Commissioner. Please note that, as of March 2022, an Information Commissioner has not yet been appointed

Contacting the SPV

If you would like further information on the collection, use, disclosure, transfer or processing of your personal data or the exercise of any of the rights listed above, please address questions and requests to legal@ourcrowd.com).

LIMITED PARTNER SIGNATURE PAGE

OurCrowd (Investment in DBricks) L.P.

IN WITNESS WHEREOF, the undersigned executes this Agreement and acknowledges by its signature below that it (i) has reviewed this Agreement and such additional information it deems appropriate in connection with its investment in the Partnership, and (ii) agrees to be bound by the terms hereof on the date first set forth above. Upon acceptance below by the General Partner, the undersigned shall be admitted as a Limited Partner of the Partnership.

Portfolio Company:	
Databricks	
Class of Interest:	**Commitment Amount (USD):**
A	$ 60600
Full Name of Investor/Investing Entity:	
Ravindranath and Srilakshmi Yanamandra	
Full Name of Authorized Signatory:	**Title:**
Ravindranath A Yanamandra	Representing Self

Disclosures (If Applicable):

Signature:	**Date of Signature:**
Anup Yanamandra	Feb 23, 2025

OurCrowd
A Better Way to Invest in Startups

Confirmation of Representation and Warranties regarding Accreditation and Status Questionnaire (No-Change Form)

This form aims to ensure that your situation and details remain the same, ensuring you still qualify as an accredited investor under the rules so that you stay eligible for specific investment opportunities and benefits. Please read and sign below so that we can facilitate your request.

As an existing investor through OurCrowd, please confirm the following:

(Please check the applicable option)

◉ I confirm that there have been no material changes in the investor's accreditation status and information as previously provided to OurCrowd, and the investor continues to meet the relevant criteria of accreditation as defined by the applicable regulations.

◯ I no longer meet the relevant criteria of an accredited investor, **or** there has been a change in the information previously provided to OurCrowd.

Please specify any changes to your accreditation status or to other information previously provided:

I hereby represent, agree, and acknowledge that (i) the information I have previously provided to OurCrowd on 13/02/2025 and the declaration made above is true and will be true and correct as of the Closing and that such declaration regarding such information previously provided shall be deemed for all intents and purposes as if I have recompleted the Subscription Agreement and any exhibits and schedules to it, in their entirety, (ii) such information provided by me to OurCrowd will be relied upon by the Partnership and the General Partner to determine my eligibility to purchase the Interest, and (iii) any misstatement on my behalf may subject me to civil or criminal liability.

I hereby agree to indemnify and hold harmless the Partnership, the General Partner, any affiliate of the Partnership or the General Partner, and any such party against any loss, damage, or liability due to or arising out of a breach of any of my representations, warranties, agreements and declarations set forth in the Subscription Agreement and exhibits and schedules thereto previously submitted to OurCrowd and the declaration set forth above or in any other documents I have provided to the Partnership or the General Partner in connection with my investment in the Partnership.

OurCrowd
A Better Way to Invest in Startups

Print Name of Investor/Entity	
Print Name of Signatory (if relevant)	Anup Yanamandra
Signature	
Print Title of Signatory (if relevant)	Representing Self.
Date (dd/mm/yyyy)	Feb 23, 2025