

Lava Invest Management OÜ

Registrikood / registry code: 16089031

Juriidiline aadress / registered address: Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 11,
10119, Estonia

AINUOSANIKU OTSUS / SHAREHOLDER'S DECISION

Tallinn, Eesti

02.01.2026.

Lava Invest Management OÜ, registrikood: 16089031, juriidiline aadress: Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 19/1, 10145, Estonia ("Ühing"), ainosanik **Govind Kumar Rosick**, Mauritiuse kodanik, sünniaeg: 24.02.1990, pass nr: 1658449, elukoht: Lot 40, Morc Du Nord, Mapou Leclezio, Goodlands, Mauritius, kellele kuulub Lava Invest Management OÜ osa nimiväärtusega 2'500 eurot ja millest tuleneb 25'000 häält, tegi järgmised otsused:

1. Kinnitada põhikiri vastavalt 1. Lisale

Lava Invest Management OÜ, registry code: 16089031, registered address: Harju maakond, Tallinn, Kesklinna linnaosa, MRoosikrantsi tn 11, 10119 Estonia („Company“) sole shareholder **Govind Kumar Rosick**, citizen of the Mauritius, date of birth: 24.02.1990, passport No: 1658449, place of residence: Lot 40, Morc Du Nord, Mapou Leclezio, Goodlands, Mauritius, who owns shares with a nominal value of EUR 25'000, decided as follows:

1. To approve Fund partnership agreement to Annex 1

Ühingu ainosanik / Sole shareholder of the Company



Govind Kumar Rosick

LIMITED PARTNERSHIP AGREEMENT

LAVA INVEST USALDUSFOND

LAVA INVEST FUND

TALLINN, ESTONIA

THIS AGREEMENT is made

BETWEEN

- 1) **Lava Invest Management OÜ**, a limited liability company incorporated in Estonia with registration code 16089031 and whose registered office is at Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 11, 10119, Estonia (the "**General Partner**");
- 2) **Lava Invest Fund Usaldusfond**, a limited liability company incorporated in Estonia with registration code 16344345 and whose registered office is at Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 19/1, 10145, Estonia (the "**Initial Limited Partner**")
- 3) _____ the investors who are **limited partners** in the Partnership (the "**Limited Partners**") and has subscribed to this Agreement by executing a Subscription Form, as set out in Schedule A Subscription Form (the "**Subscription Form**");

The General Partner and the Limited Partners are jointly referred to as the "Partners" or separately a "Partner", as the context may require. Further, the General Partner, the Limited Partners and the Partnership are jointly referred to as the "Parties" or separately a "Party", as the context may require.

RECITALS

- (A) The Partnership has been established by the **General Partner** and **Initial Limited Partner** on the above date for the purpose of inviting the Limited Partners to participate in this investment opportunity by subscribing to this Agreement by executing the Subscription Form.
- (B) The Partners are partners in the Partnership. Each of the Limited Partners and the General Partner has committed to invest in the Partnership the amount set out in this Agreement which amounts shall in the aggregate comprise the funds of the Partnership, to be invested, utilized and distributed in accordance with this Agreement.
- (C) The General Partner is solely responsible for the operation, conduct and management of the business of the Partnership. The General Partner has applied for registration of its activity as registered small alternative investment fund manager within the meaning of Investment Funds Act of the Republic of Estonia (the "**IFA**") in the Estonian Financial Supervision Authority (the "**FSA**").
- (D) The Partnership is established as the limited partnership fund pursuant to and within the meaning of the IFA.
- (E) The Partnership qualifies as the alternative investment fund within the meaning of Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers ("**AIFMD**").
- (F) The purpose of the Partnership is to invest the assets of the Fund and to carry out all functions and actions necessary and/or appropriate in connection therewith.
- (G) The purpose of this Agreement is to agree on the operation and administration of the Partnership and the Fund as well as on the relationship between the Partners and the Partnership and on other matters related thereto.

Now therefore, the Partners hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

“Abort Costs” means all duly documented costs and disbursements incurred by the Partnership that are directly related to investment proposals which do not proceed to completion following review and approval by the Management Board;

“Abort Fees” means any fees or commissions of any description whatsoever (net of VAT and out-of-pocket expenses thereon), other than Transaction Fees, received and retained by the Partnership, the General Partner, any and/or any Associates in connection with proposed transactions by the Partnership which do not proceed to completion;

“Accounting Date” means initially 31 December 2021 and 31 December in each year thereafter and, in the case of the final Accounting Period, the date when the Partnership is terminated;

“Accounting Period” means a period ending on and including an Accounting Date and beginning on the commencement of the Partnership or, if later, on the day following the preceding Accounting Date;

“Acquisition Cost” means the acquisition cost of an Investment together with any costs, duties (including stamp duties), fees and expenses related to such acquisition which are borne by the Partnership in accordance with the terms of this Agreement;

“Act” means the Commercial Code of the Republic of Estonia and the IFA;

“Additional Limited Partner” means a person which becomes a Limited Partner at a Subsequent Closing in accordance with clause 4 or, to the extent of its additional Commitment, a Limited Partner which increases its Commitment to the Partnership at a Subsequent Closing;

“Agreement” means this limited partnership agreement, as amended from time to time;

“AIFMD” means Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, as implemented in any relevant jurisdiction of the European Economic Area;

“Associate” means:

(a) with reference to any natural person, his or her spouse/civil partner, parents and children and any legal entity or partnership which is directly or indirectly controlled by such natural person and/or his or her spouse, parents or children; and

(b) with reference to any legal entity or partnership:

(i) any party that, directly or indirectly, controls, manages or provides investment consulting services to such legal entity or partnership, or that is controlled or managed or receives investment consulting services from said legal entity;

(ii) any company, other legal entity or partnership which is controlled by the ultimate controlling entity of such legal entity or partnership;

(iii) any director, shareholder, employee or partner of such legal entity or partnership.

“Business Day” means a day (other than a Saturday and Sunday or a public holiday) on which banks are generally open for banking business in Estonia;

“Capital Contribution” means in relation to a Partner, the amount of cash contributed by such Partner to the capital of the Partnership being equal to 0.001 per cent of its Commitment;

“Carried Interest” means any amount payable to the General Partner under clause 7.3 and particularly 7.3.1.4 other than amounts received *pro rata* to Outstanding Preferred Commitments;

“Closing” means any occasion which the General Partner designates as a closing date for the admission of any Limited Partner to the Partnership or for the increase of the Limited Partner’s Commitment;

“Closing Date” means any date upon which a Closing occurs;

“Commitment” means the amount committed by a Partner to the Partnership (which has been accepted by the General Partner) (and whether or not such amount has been advanced in whole or in part and whether or not it has been repaid to the Partner in whole or in part), with such amount comprising of a Capital Contribution of 0.001 per cent of such committed amount and a Preferred Commitment of 99.999 per cent of such committed amount to the Partnership;

“Commitment Cap” means 2 MEUR;

“Committed Capital” means the total amount of Commitments;

“Fees” means Abort Fees and Other Fees;

“Final Closing Date” means the date selected by the General Partner upon which Limited Partners are last admitted to the Partnership or on which the existing Limited Partner may increase its Commitment, which date shall not be later than 12 (twelve) months after the Initial Closing Date, unless an extension of up to one 12 (twelve) month period is approved by the Partners’ unanimous vote;

“FIU” means Financial Intelligence Unit of the Police and Border Guard Board of the Republic of Estonia;

“FSA” means the Estonian Financial Supervision Authority;

“General Partner” means Lava Invest Management OÜ, a limited liability company incorporated in Estonia with registration code 16089031 and whose registered office is at Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 11, 10119, and who will be acting as the general partner and the fund manager;

“IFA” means Investment Funds Act of the Republic of Estonia;

“IFRS” means international financial reporting standards;

“Income” means amounts determined by the General Partner to be in the nature of income proceeds and available for distribution by the Partnership or (as the case may be) already distributed by the Partnership, including for the avoidance of doubt the capital gains from any Realisations;

“Indemnified Party” has the meaning given to it in clause 13.1;

“Initial Closing Date” means the first Closing Date nominated by the General Partner

“Interest” means the entire partnership interest of a Partner in the Partnership pursuant to the terms of this Agreement, including the Partner’s Share and other economic rights attaching to its Commitment, its Outstanding Preferred Commitment (if any) and all other rights which it has in the Partnership, including its rights to vote and to inspect the books and records of the Partnership;

“Investment” means any investment as defined in the investment policy of the LPA;

“Investment Policy” means the investment policy of the Partnership set out in clauses 6.1.;

“Limited Partner” means an individual, trustee, corporation, partnership or other entity which is admitted to the Partnership as a limited partner and any entity which is subsequently admitted to the Partnership as an Additional Limited Partner or a Substitute Limited Partner;

“Liquidator” means the liquidator of the Partnership which shall be the General Partner;

“Management Fee” means the management fee payable to the General Partner in accordance with clause 8;

“Management Board” means the management board of the General Partner;

“MLTFPA” means Money Laundering and Terrorist Financing Prevention Act of the Republic of Estonia;

“Net Asset Value” means the Value (as defined below) of all Partnership Assets less the amount of all Partnership Liabilities;

“Outstanding Preferred Commitment” means the aggregate amount of each Partner’s Preferred Commitment that has, at the relevant time, been paid to the Partnership and has not been repaid to that Partner;

“Partner” or **“Partners”** means any or all of the General Partner and/or all or any of the Limited Partners;

“Partnership” means the limited partnership **Lava Invest Fund** and regulated under this Agreement;

“Partnership Assets” means all of the assets of the Partnership, including the amounts of any Undrawn Commitments and Investments;

“Partnership Liabilities” means all fees, expenses, Taxes and liabilities (contingent or otherwise) of the Partnership;

“Partner’s Share” means all interest of that Partner in the Partnership Assets, and Partnership Liabilities, being such proportion of that Partner’s Commitment as bears to the Total Commitments of the Partners;

“Preferred Commitment” means the amount agreed to be advanced by a Partner to the Partnership pursuant to this Agreement (whether or not such amount has been advanced to the Partnership or repaid to the Partner, in whole or in part) being equal to 99.999 per cent of such Partner’s Commitment;

“Register” has the meaning given to it in clause 2.7;

“Subscription Agreement” means the subscription agreement to be entered into by each Limited Partner (except for the Initial Limited Partner) with the Partnership, whereby each Limited Partner shall offer to subscribe, in a written, legally binding, irrevocable form, for the Interest and take upon itself the obligation to advance to the Partnership the Capital Contribution and the Preferred Commitment up to the amount of the Commitment on the terms set forth in this Agreement;

“Subsequent Closing” means any Closing after the Initial Closing Date;

“Tax” or **“Taxation”** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turn over, added value, diverted profits or other reference and statutory, governmental, state, provincial, local government or municipal impositions, duties, contributions, fees, charges and levies, in each case in the nature of taxation (including without limitation, stamp duties or taxes, social security contributions, national insurance contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise and whether a primary or secondary liability) and in respect of any person and all penalties, charges,

costs and interests relating thereto;

“**Total Commitments**” means the aggregate of the Commitments of all Partners at the relevant time;

“**Value**” means (except where otherwise expressly stated) such valuation as shall be determined by the General Partner acting in good faith

2. **CONSTITUTION OF THE PARTNERSHIP**

2.1 **Nature**

The Partnership is a limited partnership, a company incorporated under the Estonian Commercial Code, and is established as a limited partnership fund under the IFA. The Partnership qualifies as an alternative investment fund within the meaning of the IFA and AIFMD. The General Partner undertakes to comply with all duties or requirements of or imposed on a general partner and a fund manager under the Act in relation to the Partnership and in particular shall ensure that the filing and notification requirements of the Act are complied with and shall notify the Estonian Commercial Register in accordance with the Act of the particulars of all relevant changes effected pursuant to this Agreement and any further changes which may occur in the future.

The Partnership is established as an closed-ended fund and as a matter of fact, the Partnership does not grant Limited Partners any automatic rights to redemption at net asset value.

2.2 **Liability of Partners**

The Limited Partner who has paid into the Partnership the Capital Contribution shall not be liable for the obligations of the Partnership. If the Limited Partner has not paid into the Partnership the Capital Contribution in full amount and the Partnership does not have any assets to pay its debts, liabilities or obligations, the Limited Partner shall be liable for the obligations of the Partnership up to the amount of the unpaid Capital Contribution.

The General Partner shall (on an unlimited basis) be fully liable for such of the Partnership’s debts, liabilities and obligations to the extent such debts, liabilities and obligations cannot otherwise be satisfied out of Partnership Assets; it being understood and agreed, however, that the General Partner shall not be liable to any other Partner for the return of any Capital Contribution and Preferred Commitments contributed to the Partnership other than pursuant to the terms of this Agreement. To the fullest extent permitted by applicable law, the exercise by any Limited Partner of any right conferred herein shall not be construed to constitute participation by such Limited Partner in the control of the investment or other activities of the Partnership so as to make such Limited Partner liable for the debts and obligations of the Partnership.

2.3 **Name**

The affairs, activities and operations of the Partnership shall be carried on under the name and style or firm name of “Lava Invest Fund” or such other name as the General Partner may determine.

2.4 **Purpose**

The purpose of the Partnership is to carry on the business of Limited Partners (investors) with a view to profit and in particular but without limitations to make, hold, monitor and realize investments in securities, real property and companies or other entities in accordance with the Investment Policy.

2.5 **Registered office**

The registered office and principal place of business of the Partnership shall be in Tallinn at the address of the General Partner or such other place in Estonia as the General Partner shall from time to time determine. Any change in the registered office and principal place of business of the Partnership shall forthwith be notified to each Limited Partner.

2.6 **Prevention of money laundering**

Each Limited Partner hereby acknowledges that measures aimed at the prevention of money laundering may require the detailed verification of that Limited Partner's identity and agrees that the General Partner, the Administrator or their agents or delegates may request from time to time such information as they may reasonably require for such purpose.

2.7 **Registration**

The General Partner shall maintain or shall procure the maintenance of, at the principal place of business of the Partnership, the books and records of the Partnership which shall include, among other things, the register of Partners which includes the name, address and amount of the Commitment of each Partner and such other information as required by the Act or as the General Partner may deem necessary or desirable (the "**Register**"). The General Partner shall from time to time update the Register as necessary to reflect accurately the information therein. No action of any Limited Partner shall be required to amend or update the Register, other than notification to the General Partner of any changes to the information previously provided by the Limited Partner and included in the Register.

2.8 **Minimum Commitment and Partnership Size**

Each person except the General Partner and Initial Limited Partner applying to be admitted to the Partnership must subscribe for a Commitment of not less than 100 000 euros and the General Partner shall ensure that aggregate Total Commitments to the Partnership shall not exceed of 100 MEUR.

3. **COMMITMENTS AND CAPITAL CONTRIBUTIONS**

3.1 **General Partner**

The General Partner hereby commits to make a Commitment of 100 000 euros into the Partnership. The Commitment shall comprise of Capital Contribution being equal to 0.001 per cent of its Commitment and of Preferred Commitment being equal to 99.999 per cent of its Commitment.

3.2 **Initial Limited Partner**

The Initial Limited Partner hereby commits to make a Commitment equal to 1000 euro which shall be regarded as Capital Contribution.

3.3 **Limited Partners**

- 3.3.1 The General Partner may admit to the Partnership as a Limited Partner any person who has executed a Subscription Agreement with the Partnership agreeing to be bound by the terms of this Agreement (including making a Commitment). Upon acceptance of the Subscription Agreement, the General Partner shall cause the name, address and Commitment of such Limited Partner to be entered in the Register.
- 3.3.2 The General Partner shall be entitled to accept or reject any Subscription Agreement in whole or in part.
- 3.3.3 The General Partner shall not have liability to the Limited Partners for the return of their Capital Contributions, except as expressly provided for pursuant to the Act or the terms of this Agreement.
- 3.3.4 Each Partner irrevocably and by way of security appoints the General Partner as its respective attorney to execute this Agreement.

3.4 Currency, interest and set-off

- 3.4.1 Commitments shall be made and the Capital Contributions and Preferred Commitments shall be contributed in euros. No interest shall be paid or payable by the Partnership upon any Commitment (including any Outstanding Preferred Commitment) or upon any amount allocated to any Partner but not yet distributed to it. No Partner shall have the right to cancel its Commitment.
- 3.4.2 All amounts payable by the Partners pursuant to this Agreement shall be paid in full without any deduction (save as required by applicable law and regulation) and the Partners shall not be entitled to any set-off, abatement or counterclaim in respect of any amounts owed to them or claimed by them.

3.5 Capital Contribution, Preferred Commitments

- 3.5.1 All Capital Contributions and Preferred Commitments shall be made by way of contribution in cash.
- 3.5.2 The Capital Contributions and Outstanding Preferred Commitments shall not bear interest.
- 3.5.3 The Capital Contributions are not repaid by the Partnership before liquidation.
- 3.5.4 Outstanding Preferred Commitments shall be repaid as provided in the Agreement.

4. ADMISSION OF FURTHER PARTNERS

4.1 Admission of Additional Limited Partners

- 4.1.1 The General Partner may admit Additional Limited Partners to the Partnership, or permit Limited Partners to increase their Commitments, up to the earlier of Committed Capital reaching the Commitment Cap.

5. RIGHTS AND DUTIES OF THE GENERAL PARTNER

5.1 Management

- 5.1.1 The General Partner shall manage the Partnership, including engage in such other activities considered by the General Partner in its sole discretion to be reasonably necessary, preliminary or ancillary to the foregoing. The Partnership is a self-managing partnership within the meaning of the IFA and the management of the Partnership will not be delegated to an external fund manager.
- 5.1.2 The General Partner shall undertake and shall have exclusive responsibility for the management, operation and administration of the business and affairs of the Partnership and, subject as provided in this Agreement, shall have the power and authority to do all things necessary to carry out the purposes of the Partnership or as are required of it by this Agreement, shall devote substantially all of its business time and efforts to the Partnership.
- 5.1.3 The General Partner shall be independent and take management decisions independently, in particular without the influence of the Limited Partners or any other third party, which is not integrated in the structure of the General Partner as its adviser, expert or alike, and shall procure that at all times during the entire term of the Partnership adequate staffing resources are available to the Partnership in order that the General Partner can comply with its duties and obligations. For the avoidance of doubt, any exercise of voting rights of the Limited Partners or the Members as foreseen in the Agreement is not deemed to constitute influencing the General Partner.

- 5.1.4 The Limited Partners shall take no part in the management, control, operation and administration of the business and affairs of the Partnership, and shall have no right or authority to act for the Partnership or to take any part in or in any way to interfere in the management, operation and administration of the Partnership or to vote on matters relating to the Partnership other than as provided in the Act or as set forth in this Agreement but they and their duly authorised agents shall at all reasonable times, subject to having given reasonable notice, have access to and the right to inspect the books and accounts of the Partnership. For the avoidance of doubt, any exercise of voting rights of the Limited Partners as foreseen in the Agreement is not deemed to constitute influencing the General Partner or taking part of the management, control, operation or administration of the business and affairs of the Partnership.

5.2 **Authority and powers**

- 5.2.1 The General Partner has the right and duty to manage the Partnership, including carrying out the investment activities in accordance with this Agreement, risk management and administration of the Partnership. The General Partner shall have full power and authority on behalf of the Partnership and with the power to bind the Partnership thereby and without prior consultation with any of the Limited Partners:
- 5.2.1.1 to identify, evaluate and negotiate investment opportunities, to prepare and approve investment agreements for such purpose and to (or to agree to) make Investments falling within the Investment Policy;
 - 5.2.1.2 to take all action which may be necessary or appropriate (a) for the continuation of the Partnership's valid existence as a limited partnership under the laws of Estonia;
 - 5.2.1.3 to admit Additional Limited Partners;
 - 5.2.1.4 to open, maintain and close bank accounts for and in the name of the Partnership in Estonia or elsewhere, maintain such accounts, give payment and other instructions to banks;
 - 5.2.1.5 to give market standard warranties, covenants, undertakings or indemnities in connection with any Investments;
 - 5.2.1.6 to have the Partnership to engage agents, lawyers, accountants, the Auditors, depositaries, custodians, brokers, investment and financial advisers and consultants as it may deem necessary or advisable in relation to the affairs of the Partnership;
 - 5.2.1.7 to make such Tax filings on behalf of the Partnership as may be required and to provide such assistance as it considers reasonable to enable Partners to claim any relief from Taxation and to prepare Tax returns in respect of their profits from the Partnership.

5.3 **Separate liabilities of the General Partner**

The General Partner hereby undertakes that it shall at all times duly and punctually pay and discharge its separate and private debts and engagements whether present or future incurred or assumed by it and shall keep the Partnership Assets and the Limited Partners and their personal representatives, indemnified from all liabilities, actions, proceedings, costs and claims in respect thereof, provided that no Limited Partner shall compromise or settle any such claims without giving prior notification to the General Partner and allowing the General Partner an opportunity to defend or dispute the same.

5.4 Expenses

- 5.4.1 The Partnership shall be responsible for paying all properly incurred and duly documented third party costs and expenses in connection with or related to the formation of the Partnership and the admission of Limited Partners (including, but not limited to, printing, documentation, postage, marketing, diligence, legal, accounting and other advisory fees, and travel and accommodation fees related to fundraising but excluding any placement agent's fees and expenses or similar fees), to the extent that such costs and expenses do not exceed 50 000 euros ("**Establishment Costs**").
- 5.4.2 The Partnership shall be responsible for paying the following properly incurred and duly documented costs and expenses, together with all applicable Taxes in relation to the constitution, business or administration of the Partnership:
- 5.4.2.1 all fees and expenses charged by lawyers, accountants, brokers, depositaries, external third party consultants and other professional advisers;
 - 5.4.2.2 costs and expenses of complying with IFA, AIFMD and/or any other applicable laws or any regulations, including the costs of registering the Partnership for marketing purposes in any jurisdiction (if any);
 - 5.4.2.3 all fees, costs and expenses related to the purchase, holding and sale of Investments;
 - 5.4.2.4 any Taxes, fees or other governments charges levied against the Partnership;
 - 5.4.2.5 the reasonable costs and expenses of meetings of the Partnership;
 - 5.4.2.6 expenses associated with the Partnership's financial statements, tax returns or any other administrative, regulatory or other Partnership-related reporting or filing obligations;
- 5.4.3 The General Partner will be responsible for the expenses relating to the portfolio management and risk management services provided by the General Partner to the Partnership under this Agreement such as, without limitation, the General Partner's rent and general office overhead, including clerical, bookkeeping and administrative costs, salaries and employee benefits of personnel, payroll Taxes and employee costs related to such salaries, telephone charges, office supplies and office equipment expenses rent and utilities, travel and accommodation expenses, and fees to external consultants in respect of services which the General Partner has agreed to provide to the Partnership.

6. INVESTMENT MATTERS

6.1 Investment objective

The General Partner is responsible for identifying, executing, monitoring and realising suitable Investments for the Partnership. Investment and divestment decisions will be taken by the Management Board of the General Partner. Limited Partners may not participate in investment decisions.

The investment objective of the Partnership is to achieve capital appreciation by increasing the net asset value through active trading and investment in a broad range of various classes of assets.

6.2 Investment policy

- 6.2.1 The Partnership shall adhere to investment restrictions as set out in the Agreement, the IFA and other applicable legal acts.
- 6.2.2 The Partnership may invest 100% of Total Commitments in particular in the following asset classes:
- 6.2.2.1 Securities:
- equity and debt securities, commodities, gold stocks, and derivatives,
 - short-to-medium-term investments in carefully selected high yield EM government and corporate bonds denominated both in hard and local EM currencies with a shift to buy and hold approach and some leverage used time from time;
 - short-to-medium-term investments in other credit instruments (CP, CLNs, notes, and similar) and money market instruments (deposits) with a shift to buy and hold approach;
 - investments in other structured credit risk instruments (different structured notes like FTDN, convertible bonds, structured deposits and similar) to gain desired credit risk exposure often with implied leverage and typically held to maturity;
 - short-term speculative (up to 5 days) and directional (up to 60-90 days) trades in fixed-income securities which are trading at discounts to their true market values in an effort to realize capital gains when market prices reach the Fund's target price levels;
 - listed or unlisted derivatives instruments like futures, forwards, warrants, options and other to gain the desired hedge or risk exposure;
 - investments in ETFs and other authorised collective investment schemes that invest in the same kind of assets as the Fund, to gain the desired hedge or risk exposure.;
- 6.2.2.2 Real estate: income producing real properties in commercial real estate such as office space etc.;
- 6.2.2.3 Private equity;
- 6.2.2.4 Investments in regulated investment funds;
- 6.2.2.5 Other assets that are approved by 100% of Limited Liability Partners by absentee voting according to paragraph 12.5
- 6.2.3 The Partnership has a strong geographical bias towards Eastern Europe, although it may invest in other EM regions and frontier markets as well (Asia, Latin America, Middle East, Africa and any other regions)..

7. PARTNERSHIP ACCOUNTS, ALLOCATIONS AND DISTRIBUTIONS

7.1 Partnership accounts

7.1.1 The General Partner shall prepare and approve accounts of the Partnership in respect of each Accounting Period in accordance with IFRS, including a balance sheet, income and expenditure account. These accounts will be presented in euros.

7.1.2 With regards to each Partner the General Partner shall prepare and keep an individual capital account which shall state data in the Register, the Capital Contributions, Outstanding Preferred Commitments and Commitments of each Partner and the allocations and distributions.

7.1.3 The Acquisition Cost of any Investment acquired in any currency other than euros, shall be converted by the General Partner into euros at the date of the relevant transaction.

7.2 Allocations of Income

7.2.1 The amount of Income allocated to the Limited Partners (including the General Partner in its capacity as a Limited Partner) shall be determined in accordance with the following, it being understood that the allocation shall at all times be based on all the cash flows to and from the Partnership, whether in form of Capital Contributions, repayments of Capital Contributions or distributions prior to and including the allocation at hand:

7.2.2 All Income shall be allocated immediately prior to its distribution as follows:

firstly, to the Limited Partners (including the General Partner in its capacity as a Limited Partner) pro rata to their respective Commitments, until each Limited Partner has received an amount equal to its Capital Contribution;

secondly, to the Limited Partners (including the General Partner in its capacity as a Limited Partner) pro rata to their Commitments until each Limited Partner has received an amount representing an IRR of 10% per annum on the daily balance by which the Capital Contributions with respect to such Limited Partner exceeds the repayments of Capital Contributions;

thirdly, in respect of the remaining Income, 20% to the General Partner as carried interest.

7.3 Cash and Distributions

7.3.1 Distribution of Income

7.3.1.1 Following the First Closing Date and after Accounting Date the Partnership may at any time distribute income. No distribution of assets of any kind shall be made from the Partnership other than as set out in this section.

7.3.1.2 Upon any distribution the General Partner shall send the Limited Partners a distribution notice.

7.3.1.3 Any amounts allocated to the Limited Partners (including the General Partner in its capacity as a Limited Partner) shall be distributed to the Limited Partners within ten (10) Business Days after the relevant amount becomes available for distribution.

7.3.1.4 The General Partner shall not be obliged to cause the Partnership to make any distributions of income:

- (i) unless the cumulative distributable amount exceeds [100,000] euro, provided that all the funds available for distribution in the end of each calendar year shall be so distributed, subject, however, to subsections (ii)-(v), below;
- (ii) unless there is cash available therefore; or
- (iii) which would render the Partnership insolvent;
- (iv) if, at the reasonable discretion of the General Partner, the distribution would be made to a Partner that does not fulfill the requirements set by the applicable anti money laundering legislation; or
- (v) which, in the reasonable opinion of the General Partner, would or might leave the Partnership without sufficient funds to meet any future obligations, liabilities or contingencies, as the case may be, including obligations to the General Partner.

8. **MANAGEMENT FEE**

- 8.1 From the Initial Closing Date until the nearest Accounting Date which constitutes at least 6 months period the Management Fee shall equal to 1% per annum of the Total Commitments. After the 1st anniversary of the First Closing Date up and until the dissolution of the Partnership the Management Fee increase shall be as agreed between the General Partner and the Limited Partners.

9. **WITHDRAWAL**

9.1 **Withdrawal of General Partner**

The General Partner shall not voluntarily withdraw as general partner of the Partnership.

9.2 **Withdrawal of Limited Partners**

The Limited Partner shall withdraw from the Partnership and shall cease to be a Limited Partner after three-year term if it has, firstly, received an amount equal to its Capital Contribution; and secondly, has received an amount representing an IRR of 10% per annum on the daily balance by which the Capital Contributions with respect to such Limited Partner exceeds the repayments of Capital Contributions.

10. **TERM, TERMINATION AND LIQUIDATION**

10.1 **Validity of the Agreement, term**

- 10.1.1 This Agreement is valid as of its signing.
- 10.1.2 The Partnership is considered established as of the date of registering the Partnership in the Commercial Register.
- 10.1.3 The General Partner shall file application for registration of the Partnership in the Commercial Register without undue delay after receipt of required registrations from the FSA and the FIU.
- 10.1.4 Subscription Agreements may be signed before registration of the Partnership in the Commercial Register, but those become valid as of the moment of such registration.

10.1.5 The Initial Closing Date cannot be held before the Partnership is registered in the Commercial Register.

10.1.6 The Partnership is established without term.

10.2 **Liquidation**

10.2.1 Upon termination of the Partnership, no further business, activities or operations shall be conducted except for such action as shall be necessary for the winding-up of the affairs of the Partnership, the sale of the Partnership Assets and the distribution of the proceeds amongst the Partners. The General Partner shall act as Liquidator (and for the avoidance of doubt shall not be entitled to any fees in respect of such role) provided however that the Limited Partners may decide to appoint some other party or parties to act as a Liquidator and to receive such remuneration for so acting as the Limited Partners shall agree.

10.2.2 Upon termination of the Partnership, the Liquidator shall use all reasonable endeavours to sell the Partnership Assets (including to a Partner or Partners) on terms which it or they consider to be reasonable and in the best interests of the Partnership. If any Partnership Asset is sold to the General Partner, the price of such sale shall correspond to average market price at the time as pre-confirmed by the Auditor.

10.2.3 The Partnership shall be deleted from the Commercial Register only upon the completion of the liquidation and the distribution of the Partnership Assets.

11. **REPORTS AND AUDITORS**

11.1 **Reports**

11.1.1 The General Partner shall ensure that all reporting obligations applicable pursuant to law and this Agreement are complied with in a timely, diligent and professional manner.

11.1.2 The Investments shall be valued by the General Partner.

11.1.3 As soon as reasonably practicable, and in any event within 150 (one hundred fifty) calendar days after the end of each Accounting Period, the General Partner shall procure that there is prepared and send to each Limited Partner a copy of the annual accounts of the Partnership, which will be prepared in accordance with International Financial Reporting Standards.

11.2 **Additional information**

11.2.1 The General Partner shall provide to any Limited Partner (at such Limited Partner's expense) any information reasonably requested by such Limited Partner in order for such Limited Partner to reclaim any Tax which has been withheld or for the filing of any required Tax returns or reports, together with such other information concerning the Partnership but at no greater frequency than the accounts and reports.

12. **MEETINGS**

12.1 **General meetings**

12.1.1 The General Partner shall convene an annual general meeting of the Partners and will, whenever it considers appropriate or when required to do so pursuant to this Agreement, convene other general meetings of the Partnership. The annual general meeting shall be called latest within 6 (six) months as of the end of each Accounting Period.

12.1.2 All general meetings of the Partners other than annual general meetings shall be called extraordinary general meetings.

12.2 **Notice and quorum requirements**

12.2.1 At least 15 (fifteen) Business Days' written notice will be given to Limited Partners in advance of any general meeting of the Partners (exclusive of the day on which the notice is served or deemed to be served and of the day for which it is given) provided that the general meeting shall, notwithstanding that it is called by shorter notice than that specified in this clause 12.2, be deemed to have been duly called if it is so agreed by Partners' Special Consent.

12.2.2 Upon the written request of Limited Partner(s) having Commitments representing more than 50 (fifty) per cent of the Total Commitments, which request shall specify the purpose of the proposed meeting, the General Partner shall, within 5 (five) Business Days as of the receipt of such request, call a general meeting of the Partners. Notice of such general meeting shall be given to each Limited Partner within 5 (five) Business Days after receipt by the General Partner of such request and such general meeting will be not held later than within 20 (twenty) Business Days of the date on which such notice shall have been given to the Limited Partners but not earlier than 15 (fifteen) Business Days from the date of such notice.

12.2.3 Each notice of a general meeting of the Partners shall state the day and time and (unless such notice states that such meeting is to be held by telephone) the place at which such meeting shall be held (which time and place, if any, shall be reasonably selected by the General Partner), and an agenda and any relevant supporting documents, including a list of any matters requiring a vote at least 5 (five) Business Days in advance of any meeting.

12.2.4 Save as otherwise provided in this Agreement, Commitments represented by Partners present in person, by proxy or by teleconference or similar communication equipment by means of which all persons participating in the meeting can hear each other, more than 50 per cent of the Total Commitments shall be a quorum.

12.2.5 If within half an hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week (and at the same time and place, or such other time and place prescribed by the General Partner) at which adjourned meeting Commitments represented by Partners present in person, by proxy or by teleconference or similar communication equipment by means of which all persons participating in the meeting can hear each other, more than 30 per cent of the Total Commitments shall be a quorum.

12.2.6 A Partner may participate in an annual general meeting or extraordinary general meeting in person, by proxy or by using teleconference or similar communication equipment by means of which all persons participating in the meeting can hear each other.

12.3 **Procedural matters**

12.3.1 A representative of the General Partner shall preside as chairman of every general meeting of the Partners or, if no such representative is present or willing to act, the Limited Partners present shall elect the representative of one of the Limited Partners to be chairman of the meeting.

12.3.2 The General Partner shall prepare minutes of each meeting and circulate such minutes to each Limited Partner within 10 (ten) Business Days as of the meeting.

12.4 **Voting**

- 12.4.1 Unless expressly stated otherwise in this Agreement all motions considered at any such meeting shall be capable of being determined by Partners' unanimous vote.
- 12.4.2 Each one euro of the Commitment (including, for the avoidance of doubt both the Capital Contribution and the Preferred Commitment) of the Partner gives to such Partner one vote, unless the votes of the Partner are excluded from quorum or voting threshold pursuant to any other terms of this Agreement.
- 12.4.3 Any Limited Partner, or representative of a Limited Partner, who has, in relation to a specific issue, a potential or actual conflict of interest is, to the greatest extent permitted by law, to be excluded from voting in at the general meeting of the Partners.

12.5 **Absentee voting**

- 12.5.1 General meetings may be held in absentia if this is indicated in a written notice and if no Partner has refused to absentia meeting.
- 12.5.2 In case of absentee voting, the partners vote by signing the voting bulletin in the form attached to the written notification.
- 12.5.3 The voting bulletin can be accepted by the General partner by means of the e-mail specified in the Subscription Agreement (Schedule A)

13. **GENERAL**

13.1 **Liability regarding delegates and agents**

Subject to any contrary requirement of applicable law or regulation, none of the General Partner, their respective Associates, nor any of their officers, partners, and employees (each an "**Indemnified Party**" and together the "**Indemnified Parties**") shall be liable to any Partner or the Partnership for acts or omissions of any delegate, agent or consultant that is appointed by or acting for any of the General Partner or the Partnership, provided that such delegate, agent or consultant was selected, engaged and monitored by the General Partner (as the case may be) applying all due, skill and care.

13.2 **Indemnities**

- 13.2.1 Any indemnification obligations on the part of the Partnership provided for within this Agreement shall be payable only out of available distributions and not out of the Outstanding Preferred Commitments.
- 13.2.2 Subject to clause 13.2.1, each Indemnified Party is indemnified, out of the Partnership's assets, against all liabilities, costs or expenses (including reasonable legal fees) to the extent incurred as a result of its direct involvement in the business of the Partnership, provided that:
 - 13.2.2.1 an Indemnified Person shall only be entitled to be indemnified for any action or omission where (i) they have acted in good faith and (ii) such Indemnified Person's conduct did not constitute fraud, wilful misconduct, gross negligence, bad faith, a material violation of applicable laws or conduct that is the subject of a criminal proceeding;
 - 13.2.2.2 no Indemnified Person shall be entitled to be indemnified for any action or omission resulting from any behaviour which, in the reasonable opinion of

the Limited Partners, qualifies as a cause event referred to in clause **Error! Reference source not found.** (a) to (h);

- 13.2.2.3 no Indemnified Person shall be entitled to be indemnified for breach of the Agreement or side letter, breach of any laws or regulations applicable to the business of managing the Partnership, a material conviction or sanction by an administrative or regulatory authority;
- 13.2.2.4 an Indemnified Person shall not be entitled to indemnification if the action arose solely out of a dispute between or among the General Partner, the Key Executives or their respective Associates, members, officers, directors, employees, or partners; and
- 13.2.2.5 indemnity amounts in no case exceed lesser of (i) 20% (twenty percent) of such Limited Partner's Commitment, and (ii) 20% (twenty percent) of distributions received by such Limited Partner;

13.3 Confidential information

- 13.3.1 The terms of this Agreement shall remain confidential between the Partners and, save as required by any law, regulation of any relevant jurisdiction, any stock exchange or other regulatory authority or as expressly provided in this Agreement, no Partner shall without the consent of all the others make any public announcement or disclosure of such terms or of any information concerning the Partnership Assets or the Partnership, provided that the General Partner or any Associate or agent of the General Partner may publicly announce the completion of Closings and the total amount of Commitments made.
- 13.3.2 Each of the Partners shall keep confidential any information relating to the others which it acquires as a result of entering into this Agreement and the matters provided for in this Agreement which shall not be disclosed to any third party, save as required by any law or regulation of any relevant jurisdiction, any stock exchange or any other regulatory authority. Notwithstanding the above, save as required by any law, regulation of any relevant jurisdiction, any stock exchange or any other regulatory authority, no Partner shall issue any circular, prospectus, advertisement or other publicity material which contains references to any other Partner (in its capacity as such) or its directors or management without the prior written consent of that other Partner, such consent not to be unreasonably withheld or delayed.
- 13.3.3 The obligations provided in clauses 13.3.1 and 13.3.2 shall not apply to any such information which:
 - 13.3.3.1 is in the public domain at the date of this Agreement;
 - 13.3.3.2 becomes public knowledge or is readily accessible by publication, other than by breach of clauses 13.3.1 and 13.3.2;
 - 13.3.3.3 is received from third parties;
 - 13.3.3.4 is disclosed by that person to its *bona fide* professional legal, accounting or other advisers provided that such advisers are bound by terms and condition substantially similar to those set out in clauses 13.3.1 and 13.3.2;
 - 13.3.3.5 is disclosed by or on behalf of the General Partner to providers (or prospective providers) of finance to the Partnership; or

13.3.3.6 a Partner wishes to disclose to *bona fide* purchasers of its Interest, subject to obtaining prior written approval from the General Partner (not to be unreasonably withheld or delayed) and provided it is disclosed on the basis that it must be kept confidential and as otherwise provided in clauses 13.3.1 and 13.3.2.

13.3.4 Nothing contained in this clause 13.3 shall prevent the Partnership from issuing press announcements in relation to individual transactions entered into by the Partnership upon terms agreed with the relevant counterparty.

13.4 Investment Opportunities

13.4.1 The General Partner hereby agrees that, until the end of the Investment Period, it shall procure that, subject to the General Partner's reasonable discretion to ensure proper diversification of Investments, all new investment opportunities received by the General Partner or any of the Key Executives that fall within the Investment Policy (with the exception of existing or contemplated new investment opportunities or vehicles as outlined in Schedule 2) will first be offered to the Partnership.

13.5 Variation of Partnership Agreement

13.5.1 This Agreement may be amended in whole or in part by the written consent of the General Partner and with Partners' Special Consent provided however that no such amendment shall be made which:

13.5.1.1 imposes upon any Partner any obligation to make any further payment to the Partnership beyond the amount of its Commitment without the consent of such Partner;

13.5.1.2 amends any provision of this sub-clause 13.5 without the consent of each Partner affected thereby; or

13.5.1.3 would in the reasonable opinion of the General Partner otherwise adversely affect the rights and interests of any of the Limited Partners (other than an amendment that equally affects the rights and interests of the Limited Partners to the same degree), the General Partner having taken such legal advice as may be appropriate.

13.5.2 Notwithstanding the foregoing, this Agreement may be amended by the General Partner to:

13.5.2.1 change the name of the Partnership pursuant to clause 2.3;

13.5.2.2 make changes negotiated with any Limited Partners admitted or increasing their Commitment after the Initial Closing Date so long as the changes do not adversely affect the rights and obligations of any existing Limited Partner; or

13.5.2.3 correct any printing, typographical or clerical errors or omissions; or

13.5.2.4 make any other change required or advisable to cause the Partnership, the General Partner to comply with any applicable law or regulation.

13.5.3 Each Limited Partner appoints the General Partner as its attorney for the purposes of executing any supplement to or restatement of this Agreement and any other ancillary documents necessary to give effect to any amendment of this Agreement permitted

pursuant to this clause 13.5 and each Limited Partner agrees to hold the General Partner harmless in relation to, and ratify any action taken by the General Partner in accordance with this clause 13.5.3.

13.6 **AML and Integrity Checks**

13.6.1 The General Partner shall institute and maintain internal control procedures designed to prevent the Partnership or any Portfolio Company being involved in any money laundering or tax evasion scheme, or any fraudulent, coercive, collusive or corrupt practice, in line with the requirements of national legislation.

13.7 **Non recognition of trust arrangement**

The General Partner shall treat those entities registered as the limited partners of the Partnership under the Act as the Limited Partners under this Agreement and shall not recognise any trust arrangement or other arrangement under which any such Limited Partner may hold its Interest whether or not such arrangement shall have been notified to it.

13.8 **Agreement binding upon successors and assigns**

Except as otherwise specified in this Agreement, this Agreement shall inure for the benefit of and shall be binding upon the heirs, executors, administrators or other representatives, successors and assigns of the respective parties hereto.

13.9 **Tax**

Each Partner shall be responsible for proper fulfilment of their own Tax obligations.

Each of the Limited Partners shall indemnify each of the General Partner and the Partnership against the amount of Taxation for which the General Partner or the Partnership is liable either on behalf of that Limited Partner or in respect of that Limited Partner's Interest.

13.10 **Notices**

Notices which may or are required to be given hereunder by any party to another shall be in writing and sent by special delivery, courier delivery, or by email (with a copy sent to the recipient's address by pre-paid first class post) to the relevant party at its address set forth in its Subscription Agreement or such other address as may be designated by any party hereto by notice addressed to the Partnership in the case of the Limited Partners and to each Limited Partner in the case of the General Partner. Any notice sent by special delivery shall be deemed to be received 7 Business Days' after the date of posting, any notice sent by courier delivery shall be deemed to be received at the time of delivery, sent by email shall be deemed to be received on the day it is transmitted provided that if that day is not a Business Day or, being a Business Day, transmission takes place after 5.00 p.m., then at 9.00 a.m. on the first Business Day following transmission of the notice.

In proving such service (other than service by email), it shall be sufficient to prove that the notice or correspondence was properly addressed and left at or posted by registered mail to the place to which it was so addressed. The first address for each Limited Partner shall be those specified in their Subscription Agreements. The first address for the General Partner shall be as follows:

General Partner: Lava Invest Management OÜ (registry code 16089031)

E-mail: Administration@lavacapital.ee

Address: Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 11, 10119, Estonia

13.11 **Severability**

If any clause or provision of this Agreement shall be held to be invalid or unlawful in any jurisdiction, such clause or provision shall only be ineffective to the extent of such invalidity or unenforceability. The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

13.12 **Waiver**

No failure to exercise and no delay in exercising on the part of any of the Partners any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

13.13 **Governing law**

13.13.1 This Agreement is governed by the laws of the Estonia.

13.13.2 Each of the parties to this Agreement irrevocably agrees that the courts of the Estonia shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of Estonia.

13.14 **Execution in counterpart**

This Agreement may be executed in counterparts, and by each party hereto on separate counterparts, each of which shall be deemed to be an original hereof.

SCHEDULE A

Subscription Agreement Template

This Subscription Agreement, dated [INSERT], is made among:

(1) Lava Invest Fund (in Estonian: Lava Invest Usaldusfond), a limited partnership established in Estonia with registration code [INSERT], whose registered office is at [INSERT], Estonia (the **Partnership**), represented by its General Partner **Lava Invest Management OÜ**, a limited liability company incorporated in Estonia with registration code 16089031 and whose registered office is at Harju maakond, Tallinn, Kesklinna linnaosa, Roosikrantsi tn 11, 10119, Estonia (the **General Partner**);

(2)[INSERT NAME], a [INSERT] company incorporated in Estonia with registration code [INSERT] and whose registered office is at [INSERT] (the **Limited Partner**);

Whereas the Partnership has been established on the basis of Limited Partnership Agreement, dated [INSERT] (the **Agreement**) that is attached to this Subscription Agreement as ~~Schedule 1~~;

Whereas this Subscription Agreement is entered into pursuant to the Agreement and related provisions of the Agreement, subject to any conditions of this Subscription Agreement;

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

1. By signing this Subscription Agreement, the Limited Partner applies to become a Limited Partner in the Partnership on the terms and conditions of the Agreement and makes the Commitment in the amount set forth in the table below.

Name:	[INSERT]
Registry code:	[INSERT]
Address:	[INSERT]
Representative:	[INSERT]
Contact details:	[INSERT]
Bank account details:	[INSERT]
Commitment	[INSERT]

2. As of the Limited Partner becoming a party to the Agreement, the Limited Partner shall be bound by all of the terms, provisions and conditions contained in the Agreement and undertakes to observe and comply with the terms and conditions of the Agreement.
3. The Limited Partner confirms that it is a professional client in accordance with Section I of Annex II to Directive 2004/39/EC OR it is aware of risks associated with the Commitment and investment in the Partnership.
4. In the event of a conflict between the provisions of the Agreement and this Subscription Agreement, this Subscription Agreement prevails.

Limited Partner:

General Partner, on behalf of the Partnership:

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: