

APPENDIX-B(2)**MODIFIED-ALLOCATION**
COMMITMENT FORM

MODIFIED-ALLOCATION CARRY-PARTICIPATION OPTIONS ARE AVAILABLE ONLY ON
COMMITMENTS OF \$20 MILLION OR MORE.

Please use the “Standard-Allocation Commitment Form”, APPENDIX-B(1), if your entire proposed Capital Commitment is intended to be invested subject to the standard 80% Limited Partner Profits-Percentage (20% Carried Interest) with an 8% Preferred-Return IRR Hurdle-Rate (the “Standard-Allocation”).

Please Enter Full Legal Name of Investor, Above.

(Please type and do not use abbreviations or all caps unless included in legal name)

NYVC F1 (USA) LP *(a Delaware, USA, Limited Partnership)*
(“The Fund” or “The Partnership”)

To subscribe to the **USA Parallel Fund Vehicle**, please complete and submit the Partnership and Subscription Agreements for the **USA-Partnership** in addition to this form.

or

NYVC F1 (CAYMAN) LP *(a Cayman Islands Exempted Limited Partnership)*

To subscribe to the **Cayman Islands Parallel Fund Vehicle**, please complete and submit the Partnership and Subscription Agreements for the **CI-Partnership** in addition to this form.

PLEASE NOTE: The Cayman Islands Parallel Fund is available only to Investors legally exempt from paying income tax to the US government. Any TIN change or a change in Tax Residency or Exempt Organization status must be immediately reported to the General Partner. Tax status changes may result in transfer of Interests between the US and Non-US partnerships. All investments in, and distributions by the USA Partnership, the Cayman Partnership, and any other Co-Investment Side-Vehicles will be subject to reporting to all applicable regulatory and tax authorities as required by applicable laws. Investors who are required to pay income tax to the IRS must subscribe to the USA partnership.

MODIFIED-ALLOCATION CARRY-PARTICIPATION OPTIONS

- To accommodate different Investor risk/return preferences, Commitments can be apportioned, in whole or in part, among the Standard-Allocation and the ten Modified-Allocation Carry-Participation Options below (5 w/o and 5 with a Carry-Buy-In-Fee).
- Please use the “*Standard-Allocation Commitment Form*”, APPENDIX-B(1), if your entire proposed Capital Commitment is intended to be invested subject to the standard 80% Limited Partner Profits-Percentage (20% Carried Interest) with an 8% Preferred-Return IRR Hurdle-Rate (the “**Standard-Allocation**”).
- Please use this “*Modified-Allocation Commitment Form*” only if your proposed Capital Commitment is intended to be invested, in whole or in part, with one or more of the Modified-Allocations (Carry-Participation Options) below.

MODIFIED-ALLOCATION CARRY-PARTICIPATION OPTIONS ARE ONLY AVAILABLE UPON SUBSCRIPTION AND WILL NOT BE AVAILABLE AS PART OF THE MOST FAVORITE NATION (MFN) ELECTION PROCESS.

I. Modified-Allocation Commitment Amount: *(minimum \$20 million in aggregate)*

The undersigned Investor hereby makes a Capital Commitment to the Fund totaling US\$ _____,00* (the “**Commitment Amount**”), apportioned as follows:

** The total Commitment Amount indicated above should equal the sum of all commitment amounts apportioned below.*

| I(1). Standard-Allocation Commitment. | | |
|--|--|--|
| Preferred-Return Hurdle-Rate | Standard-Allocation Profits-Percentages | Portion of Commitment Invested with the Standard-Allocation |
| 8% IRR | LP: 80% GP: 20% | US\$ _____,00 |

Subscribing to the Carry-Participation Options in Table-I(2), below, requires no Carry-Buy-In-Fee.

| I(2). Modified-Allocation Carry-Participation Options <i>(without a Carry-Buy-In-Fee).</i> | | | |
|---|--|---|---|
| Option | Additional-Hurdle-Rate “AHR” + STANDARD (TOTAL) | Modified-Allocation Profits-Percentage | Portion of Commitment Invested with I(2) Carry-Participation Options |
| I(2)-1 | 4% + 8% (12% IRR) | LP: 75% / GP: 25% | US\$ _____,00 |
| I(2)-2 | 7% + 8% (15% IRR) | LP: 70% / GP: 30% | US\$ _____,00 |
| I(2)-3 | 10% + 8% (18% IRR) | LP: 60% / GP: 40% | US\$ _____,00 |
| I(2)-4 | 12% + 8% (20% IRR) | LP: 50% / GP: 50% | US\$ _____,00 |
| I(2)-5 | 17% + 8% (25% IRR) | LP: 0% / GP: 100% | US\$ _____,00 |

The Carry-Participation Options in Table-I(3), effects, compared to the corresponding Options in Table-I(2), a transfer of 20% of the General Partner’s Carried-Interest-Percentage to the Subscribing Partner. Commitments allocated to any Table-I(3) Carry-Participation Option require a one-time non-refundable Carry-Buy-In-Fee equal to 3% of the portion of such Commitment allocated to any Table-I(3) Carry-Participation Option.

| I(3). Modified-Allocation Carry-Participation Options (<i>with</i> a 3% Carry-Buy-In-Fee). | | | |
|---|--|---|--|
| Option | Additional-Hurdle-Rate “AHR” + STANDARD (TOTAL) | Modified-Allocation Profits-Percentage | Portion of Commitment Allocated to Table-I(3) Carry-Participation Options |
| I(3)-1 | 4% + 8% (12% IRR) | LP: 80% GP: 20% | US\$ _____ .00 |
| I(3)-2 | 7% + 8% (15% IRR) | LP: 76% GP: 24% | US\$ _____ .00 |
| I(3)-3 | 10% + 8% (18% IRR) | LP: 68% GP: 32% | US\$ _____ .00 |
| I(3)-4 | 12% + 8% (20% IRR) | LP: 60% GP: 40% | US\$ _____ .00 |
| I(3)-5 | 17% + 8% (25% IRR) | LP: 20% GP: 80% | US\$ _____ .00 |

“**Modified-Allocation Commitment**” means any Commitment apportioned, in whole or in part, to one or more of the Modified-Allocation Carry-Participation Option. Any such Modified-Allocation Commitment will be considered a single weighted average Commitment with (i) an 8% Hurdle-Rate IRR for Preferred-Return Distributions pursuant to LPA Section 14.3.A.3 (*Third (Preferred-Return)*), (ii) a weighted average Additional-Hurdle-Rate (AHR) IRR for Additional-Preferred-Return Distributions pursuant to Section 14.3.A.4 (*Fourth (Additional-Preferred-Return)*), and (iii) a weighted average Profits-Percentage for Distributions pursuant to Sections 14.3.A.5 (*Fifth (Carry-Catch-Up)*) and 14.3.A.6 (*Sixth (Profits-Split)*). For example: A \$20 million Commitment with (i) a \$2 million I(1) Standard-Allocation, (ii) a \$3 million I(2)-1 Allocation, (iii) a \$4 million I(2)-2 Allocation, (iv) a \$5 million I(2)-3 Allocation, (v) a \$3.5 million I(2)-4 Allocation, and (vi) a \$2.5 million I(2)-5 Allocation, will be considered as a single \$20 million Modified-Allocation Commitment with (a) a Preferred-Return Hurdle-Rate IRR of 8%, (b) an Additional-Preferred-Return (Carry-Participation) Additional-Hurdle-Rate IRR of 8.725% (with (a) and (b) resulting in a combined preferred return weighted average hurdle rate of a 16.725% IRR), and (c) a weighted average Profits-Percentage of 57% and a 43% weighted average General Partner Carried-Interest-Percentage with respect to such Modified-Allocation Commitment. See “Additional-Hurdle-Rate” and “Profits-Percentage” LPA Section 1.1 (*Definitions*) for the (*SumProduct divided by Total Commitment*) formula for calculating the weighted average Additional-Hurdle-Rate and the weighted average Profits-Percentage for a Modified-Allocation Commitment.

PLEASE NOTE:

The General Partner makes no representation or recommendation as to the profitability and or risk potential applicable to Commitments and or Capital Contributions invested with the Standard-Allocation (an 8% IRR Hurdle and a 20% Carried-Interest) and or any Modified-Allocation Carry-Participation Option. For the avoidance of doubt, there may be scenarios where Commitments invested with the Standard-Allocation outperform commitments invested with the Modified-Allocation, and vice versa. Investors should carefully analyze their risk tolerance and ROI objectives, and consult their legal, investment, and tax advisers, prior to making any investment in the Fund or allocation hereunder.

II. Election regarding distribution of excess credits against fees after final dissolution *:

The Investor hereby elects:

- To receive a distribution of excess credits against the Management Fee and or Fee Income Sharing, if any, after the final liquidation of the Partnership.
- Not to receive a distribution of any excess credits against the Management Fee and or Fee Income Sharing after the final liquidation of the Partnership.

* To the extent that any offset, in whole or in part, of fees received by the Fund Manager or its affiliates related to a Fund Portfolio Investment or a proposed but unconsummated investment (less certain unreimbursed expenses) would reduce the Investor's Management Fees for a given period below zero, a credit will be carried forward for future application against payable Management Fees. If such excess credit against Management Fees remains upon dissolution of the Fund, such excess will be distributed to the Investor upon dissolution of the Fund, provided that such Investor has elected to receive it. With regard to Investors who have elected not to receive such excess credit against Management Fees remaining, if any, after final liquidation or dissolution of the Fund, the Fund Manager will keep 50% of such excess and distribute the remaining 50% pro rata among the remaining Fund Investors that have elected to receive such distributions after dissolution.

III. Annual Management Fees (*Automatic Sliding-Scale. No Election Necessary*)

| During the Commitment Period | | During the Divestment Period |
|------------------------------|--------------------------------|------------------------------|
| Commitment (in part *) | % of Commitment (in part *) | |
| Under \$15 million | 2.5% | 2% of Invested Capital |
| \$15 to \$30 million | 2% | |
| \$30 to \$60 million | 1.5% | |
| Above \$60 million | 1% | |

* For example: The weighted average Management Fee (during the Commitment Period) on \$75, \$100, and \$150 million Commitments would be 1.7%, 1.525%, and 1.35%, respectively, per annum, paid quarterly.

[Signature Pages to Follow]

**SIGNATURE PAGE
MODIFIED-ALLOCATION COMMITMENT FORM**

THE TERMS AND CONDITIONS GOVERNING ANY SUBSCRIPTION, COMMITMENT, AND OR INVESTMENT TO OR IN THE FUND PURSUANT TO THIS COMMITMENT FORM ARE EXCLUSIVELY GOVERNED AND QUALIFIED IN THEIR ENTIRETY BY THE LIMITED PARTNERSHIP AGREEMENT AND SUBSCRIPTION AGREEMENT EXECUTED BY EACH SUBSCRIBING PARTNER, AS MAY BE AMENDED FROM TIME TO TIME AS DESCRIBED THEREIN.

IN WITNESS WHEREOF, this Commitment Form is executed and delivered as deed on:

_____, 20_____.

(Accepted Commitments and Commitment Increases become effective and incur Fees as of the Fund's Initial Closing Date regardless of Application Date. See "Subsequent Closings" in the Partnership Agreement.)

Please complete Investor Name on the Cover Page of this Commitment Form.

For Individual or Joint Investors:

Signature of Individual Investor

Name of Individual Investor *(Please Type)*

Signature of Spouse* / Joint Investor

Name of Spouse* / Joint Investor
(Please Type)

For Investors other than Individuals:

Full Legal Name of Investor Entity
(Please type and do not use abbreviations or all caps unless included in legal name)

Signature of Authorized Signatory

Name *(Please Type)*

Title / Capacity

* If you are married and are making a joint investment or live in a community property state, both you and your spouse must sign. Community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.

NYVC DOES NOT PROVIDE LEGAL, TAX, OR INVESTMENT ADVICE. PLEASE CONSULT YOUR LEGAL, TAX, AND OR INVESTMENT ADVISERS REGARDING LEGAL, TAX, OR INVESTMENT QUESTIONS.

With questions about this form, please contact Avraham Shisgal at funddocs@nyvc.com or by phone at +1 (845) 418-3030.

NOTARY CERTIFICATION

FOR PERSONS SIGNING IN THE U.S.A. ALL SIGNATURES MUST BE NOTARIZED. FAILURE TO OBSERVE THIS REQUIREMENT WILL DELAY PROCESSING OF THIS SUBSCRIPTION.

State of _____)

County of _____)

On this _____ day of _____, 20_____, before me personally appeared

who proved to me on the basis of satisfactory evidence to be the Person(s) whose name(s) is subscribed to or who executed the foregoing **MODIFIED-ALLOCATION COMMITMENT FORM** in his or her personal or authorized capacity, and who duly acknowledged to me that execution of the same is his or her own free act and deed and made with appropriate authority.

My Commission Expires

Signature of Notary Public

INSTRUCTION TO NOTARY: Please complete state, county, date, and names of all persons signing, and affix notarial seal.

[Seal]

For Partnership Use Only. Do not write below this point.

ACCEPTANCE OF LIMITED PARTNER SUBSCRIPTION

Pursuant to the Subscription Agreement and the Partnership Agreement, the subscription of the Investor named below is hereby accepted in the amount set forth below and the Investor is hereby admitted as a Limited Partner on _____, 20_____.

Investor: _____

Jurisdiction of Organization of Investor: _____

Accepted Capital Commitment: US\$ _____

Standard-Allocation Hurdle-Rate: 8% IRR

Weighted Average Additional-Hurdle-Rate: _____ IRR *(for Carry-Participation Partners only)*

Weighted Average Carried-Interest Percentage: _____ *(20% for Standard-Allocation Commitments)*

Weighted Average Management Fee Percentage: _____ *(during the Commitment Period)*

Executed as a deed:

By: NYVC F1 (USA) LP or NYVC F1 (CAYMAN) LP (the Fund)

By: NYVC F1 GP LLC (the General Partner of the Fund)

By: NYVC Ventures LLC (the Fund Manager and General Partner of the General Partner)

By: _____

Name: Avraham Shisgal

Capacity / Title: Authorized Managing Member of NYVC Ventures LLC

Witnessed:

By: _____

Name: _____