



Sheks Capital Heter Iska

By resolution adopted by the management of Sheks Capital, currently located at 8 The Green Suite #6507, Dover, DE 19901 we the undersigned hereby obligate Sheks Capital (to be annotated as SC herein,) including all branches and subsidiaries ("SC"), regarding all SC transactions (including but not limited to, transactions with individuals or companies that lend funds to SC or its agents, or individual or companies that borrow funds from SC or its agents, in all forms of credit or deposits, including any obligations, guarantees, any activity or fees arising from any brokerage or funding transactions) that may in any way violate any law of Ribbis, those funds advanced shall be in the hands of the recipient or obligor ("Recipient") as an Iska as enacted by Chazal ("Iska"), subject to the conditions listed herein. This shall apply even if SC documents refer to these transactions as loans or interest or compounded interest or funding or working capital.

The Recipient shall manage the funds as a Pekadon Iska, regardless of any agreement referring to it as a loan or interest or compounded interest or funding or working capital. The Recipient shall be liable for the theft or loss of said funds as a guardian. Ninety-Five percent of the profits shall belong to the Investor, and Five percent shall belong to the Recipient, in consideration for his efforts in managing this Iska.

The Recipient hereby transfers, with the most effective "Kinyan" done in the most effective manner, a share, equal in value to the funds received (to be determined by assessors chosen by SC), of his halachically permissible current assets and businesses, to the Investor. The Recipient shall manage said assets and businesses on behalf of the Investor in the manner most beneficial to the Investor. Even if the funds were advanced for a specific purpose, and regardless of the conditions stated in bank documents, the Recipient shall invest the funds received in all of his assets and investments in the manner most beneficial for this Iska. The assets mentioned in SC's records shall remain registered under the name of the Recipient, as per SC regulations. If the Recipient deems it beneficial for the Investor, Recipient may transfer the investments to assets or businesses that the recipient may acquire at a future date.

The Recipient is obligated to prove, in the manner enacted by Maharam, that he managed and invested the Iska in a trustworthy and appropriate manner. The Recipient shall not be believed on any claim of a loss of principal unless verified by two valid and trustworthy witnesses acceptable by Orthodox Jewish Law. Similarly, the Recipient shall not be believed on any claim

regarding profits or lack of profits, unless he makes a severe oath in accordance with Orthodox Jewish Law, or unless the claim is verified by two valid and trustworthy witnesses acceptable by Orthodox Jewish Law. It is agreed that the Recipient hereby waives his right to choose a Bais Din; rather SC shall have the exclusive right to choose the place and forum of adjudication, provided that it is an established Bais Din.

Regardless of the above agreements regarding the allocation of profits and losses, it is agreed that if the Recipient returns the entire principal of this Iska to the Investor, and, in addition, pays to the Investor the amounts called for by all contracts, notes, and agreements between the Investor and the Recipient, including but not limited to, interest, one time charges or bonuses, points, penalties, benefits, and index charges, as per the schedule of said agreements, and retains the Investor for any services as agreed to between the parties, and in addition, allows the Investor to terminate the Iska by 'selling' the note to a party not subject to the Laws of Ribbis, and taking the proceeds in satisfaction of their share of the Iska and their efforts in procuring said 'purchaser', then the Recipient shall be relieved of his obligation to provide any verification concerning this Iska, and any additional profits shall belong solely to the Recipient.

It is also agreed, that any payment or benefit that shall be given before the Iska begins shall only be considered a payment 'on account', and if it is established, according to the terms above, that the Investor is not entitled to such payment, it shall be subtracted from the principal. It is also agreed that the Recipient must notify the Investor in writing of any loss or lack of profits by the last business day of the quarter. It is also agreed, that the Recipient is obligated to pay immediately, upon serving notice of losses or lack of profits, the balance remaining, according to the Recipient's claim, of the Iska. If the Recipient fails to comply with this, the Bais Din may rule according to their discretion. Failure to provide said notice shall be an admission that the Iska generated profits, and the Recipient shall not be able to claim a loss or lack of profits for said time period. All this is as enacted by Chachmas Adam.

In the event any Iska is sold/assigned to a party not subject to the Laws of Ribbis, the remaining balance of the Iska shall be due immediately. However, Recipient may retain the funds provided he obligates himself to the assignee pursuant to all of the terms specified in the loan agreements executed between the Recipient and Investor. All this was decided by the management of SC with an absolute decision which is binding as per the powers and authority of the management on behalf of the shareholders. This resolution and obligation is binding like any other bylaw of SC. No manager or teller, present or future, shall be authorized to lend or borrow, to obligate (SC), or to accept an obligation, in a manner that violates or may violate Ribbis or Avak Ribbis. The management of SC hereby affirms that this document is legally binding. The management of SC hereby authorizes anyone executing documents on behalf of SC to execute and incorporate a specific Iska based on this contract, upon the request of a client.

It is specifically agreed that even if, for any reason, the Recipient or Investor is unaware of this Heter Iska, or is ignorant of the entire concept of a Heter Iska, the transaction shall be an Iska

as defined by this contract. This is because in accordance with the above resolution, SC will not engage in any monetary transactions that are not consistent with Torah and the Rabbinic enactments, and anyone dealing with SC does business according to its rules, which requires transactions to be in accordance with this Heter Iska.

From the day this document is executed by SC, all transactions shall be exclusively according to the terms of this Iska Contract.

This was all done with a true admission and with a Kinyan Suddar before a Bais Din Chashuv, in a manner that is not an Asmachta, and not in the manner of Tofsay Shtara. This was all done with the most effective Kinyan in a manner that is most effective. It is agreed that any doubt that may arise regarding the interpretation of this document shall be construed in a manner that will uphold this document, and not in a manner that would invalidate it. It is agreed to accept the opinions of any Halachic decisor that upholds this document. In order to give enforceability and strength to all that is stated above, we are recording this agreement, and publicizing before the entire community our enactment and this resolution. The following signature, as authorized by the management of SC, is to confirm and to effect a Kinyan on this agreement, here in 8 The Green, Suite #6507, Dover, DE, 19901 on the day of 1/8/20.