

Under the Leadership of:

Harav Shmuel Kaminetsky Shlita  
Harav Zalman Nechemia Goldberg Shlita

Under the Direction of:

Harav Naftali Nussbaum Shlita  
Harav Mendel Shafran Shlita  
Harav Asher Zelig Weiss Shlita



BAIS HAVAAD HALACHA CENTER

בנשיאות:

הרב שמואל קמניטקי שליט"א  
הרב זלמן נחמיה גולדברג שליט"א

בהכונת:

הרב נפתלי נוסבוים שליט"א  
הרב מנדל הכהן שפרן שליט"א  
הרב אשר זעליג ווייס שליט"א

### HETER ISKA KLALI

I, Freddy Abitbol, on behalf of Hypotec Inc, a Corporation, (herein the "Company" or the "Investing Partner"), hereby declare and admit that any monies advanced by the company or any agreements or transactions entered into by the Company that would violate any of the laws of ribbit shall be structured as an iska partnership. The iska partnership shall be subject to the following terms and conditions:

All parties who receive funds from the aforementioned company (herein the "Managing Partner(s)") shall accept said funds as would a Managing Partner. Any profits, capital gains, or losses arising from this investment shall be borne by the Investing Partner. Recipient shall receive one dollar as a management fee. The Managing Partner must verify any claim of loss through the testimony of two Halachically acceptable witnesses in an Orthodox Jewish Court of Law. Any claim regarding the amount of profits generated by the joint venture must be verified with a solemn oath, administered by an Orthodox Jewish court of law, by a representative of the Company deemed acceptable to said court of law. This iska shall be structured as palga pikadon i.e. in a manner that is half investment and half loan.

The Managing Partners obligate themselves to manage the *iska* partnership in the manner deemed most beneficial to the Investing partner. All investments owned by the Company shall be used to create this *iska* partnership, provided that the ventures are permissible in accordance with Halacha.

It is agreed that if the Company fulfills all the terms of the documents associated with said transactions, as per the terms of documents drafted for each specific transaction or arrangement agreed upon by the parties, the Investing Partner shall waive his right to demand verifications of the results of the investment. Any additional profits shall belong solely to the Company.

Any payments made that are not justified by this *iska* agreement shall reduce the principal balance of this *iska*. Any future payments that are made to avoid the above-mentioned verification shall be increased to compensate for any discrepancy.

This document shall override any other agreements, even those that do not reference this document. Any mentions of loans or interest shall be interpreted as an *iska* and to payments mentioned above. No agent of the company shall be authorized to enter into any agreements that violate the laws of *Ribbis* or this *iska*. This declaration is legally binding and may be enforced in any Jewish or civil court, even in the event that one of the Parties was unaware of its existence. Any dispute or claim that arises out of or that is regarding or associated with this Agreement shall be resolved by arbitration by filing a claim with the Bais HaVaad Rabbinical Court ("Bais HaVaad") or its designee, and judgment upon any award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

This document is intended to be, and is, binding, consistent with the binding nature of all agreements, obligations, and acquisitions that are properly effected in a duly constituted Jewish Court of Law in accordance with the laws and rules established by Rabbinical authorities.

THIS IS ALL VALID AND IN GOOD STANDING.

I hereby affix my signature on this \_\_\_\_ day of \_\_\_\_\_ 2018

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Freddy Abitbol OBO Hypotec Inc.