



BAIS HAVAAD
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SHTAR HETER ISKA KULO PIKADON

Orthodox Jewish law "Halacha" strictly forbids lending money with "Ribbis" [meaning interest or usury], amongst Jewish People. Strict orthodox law may at times view even a legal sale as a loan. There are even many rabbinic stringencies which may forbid even a sale offered at a discounted price due to the advance of funds. In order to avoid the prohibition of "Ribbis" there is a solution where one can structure a loan or an advance of funds, as an "Iska Investment". In an Iska Investment a partnership is formed where the "Managing Partner" will work the investment to generate profits on behalf of the "Investing Partner". Managing Partner will be able to use the funds to generate profit for his own benefit provided that the agreed upon profit amount is realized. In this "Iska Investment" the funds advanced are going to remain in the possession of the investing partner with the investing partner being responsible for potential losses, however such losses must be verified by two kosher witnesses who can testify that these particular funds were lost and not through gross negligence of the Managing Partner. Any claim that no profits were generated would have to be verified under a solemn oath, administered by a Bais Din.

A Merchant Cash Advance is legally not considered usury since it is not a loan that requires absolute and unconditional repayment rather a purchase of receivables that is subject to and conditioned upon performance of Seller's business. The purpose of this Iska agreement is not to change the nature of this legal arrangement and it's benefit to the seller (over a traditional loan) rather it is redefining the advance purchase money in a way that would further benefit the seller/recipient of such an advance so as to avoid transgressing the halachic prohibition of usury-"Ribbis".

As stated in the Sale and Purchase agreement, Seller agrees to use the Purchase Price exclusively for the benefit and advancement of Seller's business operations and for no other purpose. The parties acknowledge that the Seller may choose to assign other assets to the Purchaser in lieu of, and of equal value to, the receivables that the Purchaser had purchased pursuant to the Purchase Agreement, provided, however, that the Seller is in full compliance with the terms of such Purchase Agreement. In the event the Personal Guaranty of Performance agreement takes effect, guarantor acknowledges that an option to assign an investment in other assets was available, that would allow responsibility and obligation of Iska payments from all assets of the guarantor.

We, Isaac Lubin, Isaac Moskowitz, Jeffery Arem, and David Rubinstein, on behalf of Funding Futures, LLC, a Delaware LLC (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, including, but not limited to, Merchant cash advance Sale and Purchase agreements, and/or Personal Guaranty of Performance agreements shall be structured as an iska partnership. The iska partnership shall be subject to the following terms and conditions:

All parties (herein the "Managing Partner(s)") who receive funds from the Company shall accept said funds as would a Managing Partner. Any profits, and capital gains shall accrue to the Investing Partner, and any losses arising from this investment shall be borne by the Investing Partner. 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. This iska shall be structured as kulo pikadon. 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 Managing Partner shall be used to create this *iska* partnership, provided that the ventures are permissible in accordance with Halacha. It is agreed, that if the Managing Partner 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

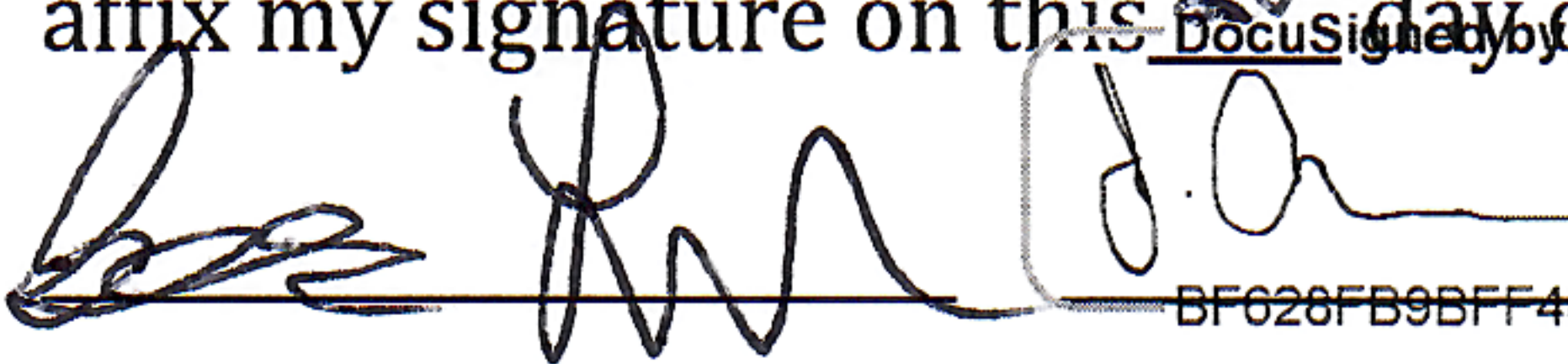
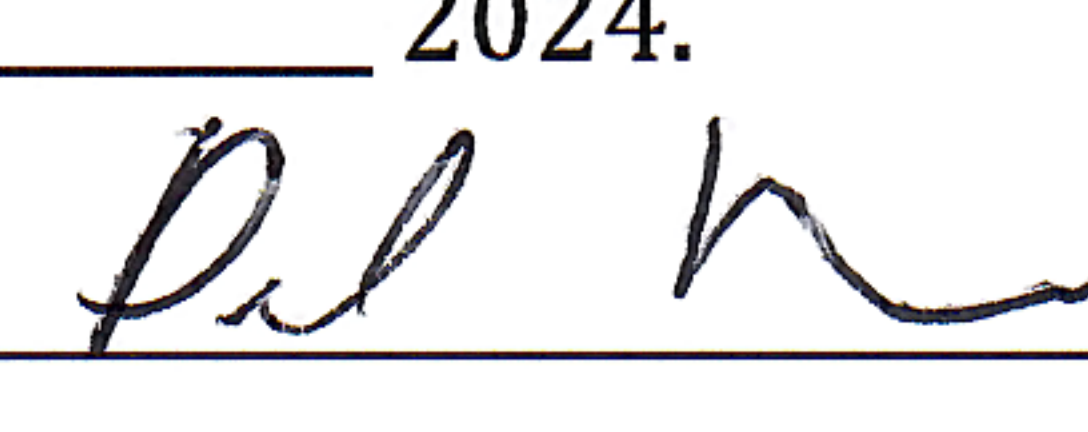



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results of the investment. The Managing Partner/s is/are obligated to notify the Investing Partner/s on the first of every month whether there had been profit during the previous month. If they/he fail/s to give such notice, that shall be deemed an admission that the investment had accrued a profit amount equal to all of the amounts in excess of the Investment Amount required to be paid during such previous month in all of the attached documents, and that such profit had been Halachically transferred to the Investing Partner/s so that the Investing Partner/s will earn profit on that money. The Investing partner/s is/are believed to say that the recipient has not given such notice unless Witnesses testify that they/he had given such notice. Any additional profits shall belong solely to the Managing Partner. 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. To the extent necessary to avoid the Ribbis Prohibition, 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 controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by arbitration administered by Rabbi Shmuel Honigwachs (herein the "Arbitrator") or his designee. In the event that Rabbi Shmuel Honigwachs is not willing or able to hear, try, or settle said dispute the matter shall be admitted to the Bais HaVaad Rabbinical Court or their designee in accordance with its Commercial Arbitration Rules, and in accordance with the arbitrators understanding of the agreement between the parties. The arbitrator shall arbitrate based on his understanding of the intention of the parties at the time of the agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties have accepted the Arbitrator with a valid Kinyan. 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. We hereby affix my signature on this 20th day of March 2024.


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We the undersigned Bais Din certify that this Heter Iska was signed with our knowledge. This General Heter Iska was reviewed and has the approval of the Bais Din. We affixed our signatures on _____.

Rabbi Shmuel Honigwachs Rabbi Dovid Grossman Rabbi Yosef Dovid Josilowsky