Terms and Conditions

Stake RWA FZE

Document Control

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1.1. These terms and conditions (hereinafter as "Agreement") are applicable to: (i) your Investment in properties using our online platform, consisting of the website (www.getstake.com) and mobile application developed for iOS and Android (the "Platform"); and (ii) the contractual relationship between you and Stake RWA FZE, a company registered under the Meydan Free Zone Authority, with its registered office at Unit No. 09-01, 09-02, 09-03, 09-04 (Maktabi), 18th Floor, Sheikh Rashid Tower, Dubai World Trade Centre, Dubai, United Arab Emirates ("Stake"). Stake is a wholly owned subsidiary of Stake Holding Ltd., a company incorporated in the Dubai International Financial Centre (DIFC), which in turn is wholly owned by Stake Holdings, a parent entity domiciled in the Cayman Islands (the "Holding Company"). Please read this Agreement carefully before using the Platform and each time before making an investment (as this term is defined below). If you don't agree to any provision of this Agreement, according to the General Terms of Use and Data and Privacy Policy, you must not use the Platform nor make an Investment. In addition, you acknowledge and agree that you have read and understood the Key Risks and all other documents pertaining to your Investment on our Platform. If you fail to read this Agreement, the same will not exempt you from any legal liabilities arising from this Agreement. Your continuous use of the Platform will constitute that you have read, understood, and agreed to this Agreement and our policies.

2. DEFINITIONS

2.1. "Acquisition Fee" has the meaning ascribed to it in clause 13.

2.2. "Applicable Laws" refers to the laws in force within the DIFC, DWTC and VARA regulations.

2.3. "AML Laws" mean the VARA Rulebook Anti-Money Laundering, Counter-Terrorist Financing and Sanctions Module (AML) and Federal Law No. 20 of 2018 on Anti-Money Laundering and Countering the Financing of Terrorism as amended from time to time and any other applicable AML legislations, regulations, and circulars.

2.4. "Annual Administrative Fees" has the meaning ascribed to it in clause 13.3.1.

2.5. "Associated Costs" shall have the meaning ascribed to it in clause 3.4.

2.6. "Cancelation Period" means the first 48 hours from the time of your investment.

2.7. "Client Money Account" means a standalone bank account with Emirates NBD Islamic "ENBD" where funds will be held separate from money belonging to Stake.

2.8. "Customer Wallet" refers to the portion of Stake Account where the funds available as cash in the Client Money Account are represented.

2.9. "Commitment Period" means the period during which Investors may commit to investing in particular Property, commencing from the start of the Investment Round until the time the Funding Target has been successfully reached.

2.10. "Cooling Off Period" refers to a period consisting of the first 48 hours at the end of the Commitment Period.

2.11. "VARA" means the Virtual Assists Regulatory Authority.

2.12. "DWTC" means the Dubai World Trade Center.

2.13. "DIFC" means Dubai International Financial Center.

2.14. "Dividend" refers to the periodic income generated by the Investment.

2.15. "Estimated ROI" means the estimated return on investment that Stake expects to achieve based on property appreciation for Fix n' Flip.

2.16. "Estimated Valuation" has the meaning ascribed to it in clause 12.1.

2.17. "Exit Fee" has the meaning ascribed to it in clause 14.

2.18. "Exit Window" refers to a period of time as determined by Stake during which Investors may, subject to the Lock-in Period, sell their respective Investor Shares to interested buyers on the Platform. Exit Windows do not apply to Fix n' Flips.

2.19. "Fix n' Flip" refers to the residential real estate properties that are identified to yield a higher return on investment once renovated. A Fix n' Flip opportunity is typically renovated within a pre-defined period, within an agreed Renovation Scope and Renovation Budget. The Investment Period, Investment Term, Renovation scope, Funding Target, and Renovation Budget are defined in the Offering Material.

2.20. "Fix n' Lease" refers to residential properties that are consider to have high potential for returning favorable returns. This is achieved by renovating the property, and then held for long-term rental income. After refurbishment, the property is rented, generating rental income over the investment period while allowing for potential capital appreciation.

2.21. "Funding Target" refers to the estimated investment required to acquire the Property including the Property Price and all Associated Costs (excluding the Stake Fees outlined in clause 13.1).

2.22. "Investor Shares" means the shares of the Stake subscribed to by Investors pursuant to an investment.

2.23. "Investment" means Shariah Compliant Investment, Regular Investment, Fix n' Lease and Fix n'

Flip as the case may be.

2.24. "Investment Period" means the period of Investment as set out in the Offering Material.

2.25. "Investment Round" refers to a period during which the fundraising activities are carried out and remain in progress to achieve the Funding Target.

2.26. "Investment Term" refers to a period commencing from the date when the Stake acquires Property until such Property is sold either upon the expiry of the Investment Period, early sale of the Property by Special Majority Vote of the Investors (in accordance with clauses 11.3) or upon operation of the law. A Special Majority Vote is not applicable to Fix n' Flip in relation to a sale before the expiry of the Investment Period.

2.27. "KYC and AML" means all the applicable measures, processes and techniques used for Know Your Customer and Anti-Money Laundering purposes to identify an Investor or potential Investor and his source of funds amongst other requirements, as may change from time to time at our sole discretion, in accordance with our KYC and AML policies.

2.28. "KYC & AML Fees" means the Upfront KYC & AML Fee and the Annual KYC & AML Fees as described in clause 13.

2.29. "Leasing Strategy" outlines how a particular property will be managed, including whether it is a long-term rental property or a holiday home.

2.30. "Lock-In Period" means the 12-month period commencing from the date of your Investment in a Property.

2.31. "Material Change" means any change or new matter that may significantly affect the value of the Property, the ability of the Property to be rented, return on the Property or the value of the Investment.

2.32. "Offering Material" means the information memorandum, financial projections and other information and material, which may be shared with you by Stake in relation to the Property and Investment.

2.33. "Performance Fee" has the meaning ascribed to it in clause 13.

2.34. "Party" means you or Stake individually and "Parties" means both you and Stake collectively.

2.35. "Platform Documents" refers to all disclosures, information, agreements, terms and conditions and policies made available on the Platform, including but not limited to the General Terms of Use and Data and Privacy Policy.

2.36. "Contractor" has the meaning ascribed to it in Clause 4.3.2.

2.37. "Project Manager" has the meaning ascribed to it in Clause 4.3.2.

2.38. "Property" means Shariah Compliant Property, Regular Property and Fix 'n Flip as the case may be.

2.39. "Property Price" means the purchase price of the Property as determined by the Seller and Stake.

2.40. "Regular Investment" means an investment of funds you made by purchasing, or committing to purchase, the Investor Shares of a property whereby such funds shall be used to acquire the subject Property and hold title to it for a certain Investment Term.

2.41. "Regular Property" means a building, apartment, villa, or residential house acquired or to be acquired by Stake for the Investment.

2.42. "Renovation Budget" refers to the estimated cost as shared by the Contractor and approved by the Project Manager for the works being done as part of the Renovation Scope.

2.43. "Renovation Scope" refers to the work to be carried out as part of the renovation being done by the Contractor to renovate the property, increase its appeal and maximize its value potential.

2.44. "Renovation Timeline" means the period during which the Property will be renovated to the agreed scope as set out in the Offering Material.

2.45. "ROI" means the return on investment on a Property over the Investment Term, calculated as the total net income earned from all Dividend distributions and capital appreciation (as measured by the latest Estimated Valuation less the Total Investment) divided by the purchase price of the Property.

2.46. "Sale Value" refers to the gross proceeds of sale received from a buyer of the Property at the end of the Investment Term.

2.47. "Seller" means the individual or company that owns the legal title to the Property prior to the Investment.

2.48. "Shares" means the shares of the property (Investor Shares).

2.49. "Shariah Audit" means the audit conducted by the SSB to monitor the Shariah compliance by Stake in relation to its Shariah compliance transactions.

2.50. "Shariah Compliant" means in respect of any matter relating to these terms and conditions and any transactions contemplated thereby or to be executed pursuant thereto, compliant with the principles of Islamic Shariah, as determined by the SSB;

2.51. "Shariah Compliant Investment" means a Shariah compliant investment of funds you made by purchasing, or committing to purchase, the Investor Shares of a property whereby such funds shall be used to acquire the subject Property and hold title to it for a certain Investment Term.

2.52. "Shariah Compliant Property" means a Shariah compliant building, apartment, villa, or residential house acquired or to be acquired by Stake for the Investment.

2.53. "Shariah Compliance Property Assessment Report and Checklist" means the Shariah compliance assessment report and checklist as approved by the SSB which is used to assess the Shariah compliance of any investment opportunity being considered by Stake.

2.54. "SSB" means the Shariah Supervisory Board appointed by Stake, comprising of eminent religious scholars to direct and monitor the Shariah compliant activities of Stake to ensure they comply with the Islamic Shariah rules and principles.

2.55. "Simple Majority Vote" means the affirmative vote of the simple majority (50%+1) of present Shareholders as referred to in clause 12.3.

2.56. "Special Majority Vote" means the affirmative vote of Shareholders holding at least 75% of the shares in a property.

2.57. "Stake", "we", "our" and "us" refer to Stake Properties Limited, a company incorporated and registered in the DWTC with company registration number L-4148 based at Dubai World Trade Centre (DWTC), Dubai, United Arab Emirates.

2.58. "Stake Account" refers to a user account created on the Platform showing Customer Wallet and such other personalized features to be used by Investors to make investments and receive and manage funds in addition to monitoring and managing other matters relevant to their Investments.

2.59. "Stake Fees" means all fees payable to Stake in accordance with clause 14.

2.60. "Total Investment" means the Property Price together with all of its Associated Costs incurred at the time of its acquisition by the Stake.

2.61. "You", "your" and "Investors" refers to current or potential investors of a property.

3. GENERAL

3.1. The Platform is developed and managed by Stake and provides details of the Properties available for Investment through subscription of Investor Shares in a Regular Property, which in turn acquires and owns an individual Property until the end of the Investment Term. Stake may offer Investor Shares to potential Investors through the Platform. The administration of the Regular Property is conferred on Stake by you under a separate agreement attached hereto as Appendix 1 ("Administration Agreement") which forms an integral part of this Agreement.

3.2. Stake plans to support financial inclusion by expanding investment opportunities for both retail and institutional clients in the United Arab Emirates (UAE).

3.3. Stake will start Investment Rounds through the Platform to pool Investments from potential Investors to secure a Funding Target for the purchase of a specific Property. In exchange for the Investment, the Investors will be issued a certain number of Investor Share(s).

3.4. Stake uses the services of independent valuation consultants to a) ascertain the fair value of each Property and b) to support the Property Price agreed with the Seller. The consultants will prepare a detailed report pertaining to each Property before a corresponding Investment Round for such Property can be started. In addition, to the independent valuation, Stake will assess the Shariah compliance of each investment opportunity in any Property by means of a Shariah Compliance Property Assessment Report and Checklist and in case of any new product being launched by Stake, Stake will ensure that SSB has reviewed and approved such product after confirming that the new product is Shariah Compliant.

3.5. The details as to the Funding Target including all costs associated with the purchase of the Property by the Stake will be provided on the Platform (the "Associated Costs").

3.6. Subject to the terms of this Agreement, you acknowledge and agree: (i) to make an Investment in the Regular Property in return for a certain number of Share(s); and (ii) that your Investment will be used for the acquisition of the Property. By subscribing to the Investor Shares, you agree to pay all Associated Costs. Should you have any queries in connection with any provisions of this Agreement and the investment procedure, you are encouraged to contact us through contact@getstake.com.

3.7. If Stake achieves the Funding Target within the Investment Round, you will be sent an extract of the share register of the Regular Property showing the issue of Investor Shares to you. If we fail to achieve the Funding Target within the period published from time to time on the website under each Property listing, or if the Funding Target is not lowered in agreement with the Seller, the Investment Round will be discontinued and the amount that you invested will be returned to your Stake Account. No costs, expenses, or fees will be deducted from the amount of the Investment, except if the original funds in your Customer Wallet which were used to make the Investment were in a currency different than that of the underlying Investment, in which case charges for the foreign exchange may apply. In such case, you can use the amount refunded back to your Stake Account to invest in another Property listed on the Platform. If you choose not to invest in another Property, you can withdraw the funds from your Stake Account to the bank account registered with us in the manner stated hereunder, in which case all bank transfer, foreign exchange, and other processing or handling charges will be on your account.

3.8. We use our best endeavors to gather and make available the relevant information in connection with a Property on the Platform. However, we shall not be liable for the accuracy of information explicitly relating to financial projections published through the Platform. A third-party valuation is conducted on each property by a RICS certified valuator, and this valuation will be made available to investors at the time of listing the property. As the valuation is conducted by a certified third party, Stake cannot be held liable for the property valuation. Stake uses the information obtained from the valuator and market data to determine financial projections based on market trends and prices.

3.9. Stake reserves the right, at its sole discretion, to introduce new services or suspend, modify, or discontinue any of the existing services with a 30-day prior notice. Any addition or removal of services shall be communicated to the platform users through an official announcement email.

3.10. Please note that The Company engages a combination of intra-group and third-party service providers:

- Intra-Group Outsourcing: Certain support and oversight functions are provided by the parent company, Stake Holding Ltd, under a formal Service Level Agreement (SLA).
- Third-Party Outsourcing: Core and support services are provided by regulated and reputable external service providers, including providers of cloud infrastructure (e.g., AWS, Microsoft), client communications platforms (e.g., Intercom, Customer.io), payment services (e.g., Checkout.com), compliance solutions (e.g., Themis, IdWise), and internal audit (e.g., Crowe Mak).

4. TERMS OF YOUR INVESTMENT

4.1. You agree to make Investments using the Platform under the terms and conditions of this Agreement. In addition to other details, the Investment Round will also indicate the Investment Period and the nature of the Investment. Investors who have made an investment on the Platform will be required at the end of the Investment Period to decide through the voting process if the Stake should sell the Property or retain it for another twelve (12) months. The voting process is explained in detail hereunder.

4.2. <u>Investing in a Regular Property and a Shariah Compliant Property</u>

4.2.1. Stake, pursuant to the Administration Agreement, will select a qualified third-party agent to manage a Property (hereinafter the "Property Manager") at the start of each Investment Round and, after successful acquisition of the Property, will enter into a Property Management Agreement with the Property Manager on behalf of the relevant Investors. The details of the Property Manager will be provided on the Platform and/or Offering Material.

4.2.2. Stake or the Property Manager may, based on the market conditions, request the Investor's approval to modify the Investment Period in accordance with the voting process set out in clauses 12.3 and 12.4. If the Investors of the Property approve the change in Investment Period, same will be actioned, resulting in a possible sale of the Property before or after the original Investment Period.

4.2.3. In the event that the Estimated Valuation of a Property has reached a level such that the ROI is in excess of 50% of its original Property Price (the "Threshold ROI"), Stake will immediately initiate a voting process amongst all the Investors to decide whether or not to sell the Property. If a decision to sell the Property is reached in accordance with a Simple Majority Vote as set out in clauses 12.3 and 12.4, Stake will then be instructed to initiate the sale of the Property. We will use our reasonable endeavors to achieve the most favorable Sale Value we can for the Property, however, by no means do we guarantee that we will achieve the maximum possible price in the market.

4.2.4. In the event a bona fide buyer of the Property is identified, and an offer has been made to purchase the Property, Stake will immediately initiate a voting process in accordance with clauses 12.3 and 12.4 amongst all the Investors to decide whether or not to accept the Final Sale Value offered through a Special Majority Vote. By investing in a Property through the Platform, you will be deemed to have agreed to the proposed Investment Period and the appointment of the Property Manager.

4.2.5. An Investment in a Property is usually available starting from a minimum amount of AED 2000. However, this may vary depending on factors including but not limited to, the value of a Property, any offers/promotions we are running or securing investments by you in accordance with an investment plan.

4.2.6. The share capital of the Regular Property shall comprise of Investor Shares for the total value of the Funding Target. Each Investor Share is usually denominated in the value of one (1) AED. Further, each Investment must be for a value equivalent to the subscription price of at least one (1) Investor Share ("Investment Amount") and subscribing to fractional Investor Shares is prohibited under the terms of this Agreement. Each Investor Share will have a voting right of one (1) share one (1) vote. The percentage of the Investor vote shall be calculated by dividing the number of Investor Shares held by the Investor with the total number of Investor Shares that participated in the voting process, subject to Clause 4.2.7 below.

4.2.7. Subject to the availability of unsubscribed Investor Shares in an Investment Round, the maximum amount you may invest in a Property is 33% of the Funding Target. A single Investor shall not have more than 33% voting rights, irrespective of his/her total percentage of shares in Regular Property. If you are a Retail Client (as per the Applicable Laws rules), your investment activity on the Platform will additionally be limited to AED 367,000 (or USD 100,000) in any given calendar year and limited to AED 183,500 (USD 50,000) per investment.

4.2.8. By investing in a Property through the Platform, you agree that you have used your own independent judgment and/or any knowledge, advice, or other information you may have, in addition to the information available on the Platform, to form your decision. You represent that you have acted entirely on your own accord and are exercising your sole discretion whether or not to make an Investment. You acknowledge that any information on the Platform, including the details in reference to any available Property or investment plan, is for your general consumption and should not be considered as investment advice or any other form of recommendation or endorsement by us.

4.2.9. Depending on the market conditions, the value of the Property may fall and rental income, if any, may not be generated. When investing, you must be ready to hold the Investment for the full Investment Term. You understand that the market conditions may change at the end of the Investment Period posing difficulty in selling the Property.

4.2.10. To calculate the percentage of your Investor Shares, the number of your Investor Shares is divided by the aggregate number of Investor Shares held by all Investors comprising the entire Investor Share capital of the Regular Property.

4.2.11. In certain circumstances, the proposed Funding Target may be subject to change such as where the Property Price has been changed due to our successful negotiation with the Seller. In such case we will provide all our Investors at least 14 business days prior written notice via email.

4.2.12. The Investment will be considered complete if and when:

i. The Funding Target has been reached, or a new lower Funding Target was negotiated with the Seller; and

ii. The Stake has purchased the subject Property from the Seller.

4.2.13. Stake has the full discretion to elect not to make available any Property for investment on the Platform, to stop or cancel any Investment Round, or to reject any request for Investment made through the Platform.

4.2.14. You further acknowledge and agree that Stake, pursuant to the Administration Agreement, may be required to carry out interior design work, furnishings and fixtures, white goods, and all civil and landscape works in and for such Property and will fall under the Associated Costs.

4.2.15. However, in case any Material Change takes place during the Commitment Period, we will notify the Investors to that effect with the details of the Material Change and initiate a voting process in accordance with clauses 12.3 and 12.4 to approve the Material Changes. If you fail to approve the Material Change within the aforementioned period, we may cancel your Investment.

4.2.16. If a Material Change occurs following the Commitment Period has ended, we will display a notification on the Platform with the details of the Material Change, its implications on the rights of the Investors and the proposed steps, if any, that Stake, acting in good faith, proposes are appropriate to be taken in such circumstances.

4.2.17. Properties classified here are eligible to participate in the Platform's Exit Window.

4.2.18. During each Exit Window, Investors in these eligible properties may submit requests to sell or purchase Investor Shares in accordance with the Exit Window rules published on the Platform. Stake will match buy and sell orders on a best-efforts basis; completion is subject to available counter-party demand.

4.2.19. Investors acknowledge that participation in the Exit Window is optional, liquidity is not guaranteed, and Stake may suspend or amend Exit Window operations at its discretion.

4.3. <u>Investing in Renovation-Backed Properties (Fix n' Flip and Fix n' Lease)</u>

4.3.1 Stake offers investment opportunities in two types of renovated properties: Fix n' Flip, where properties are acquired, renovated, and sold for capital appreciation, and Fix n' Lease, where renovated properties are held for rental income over the investment period.

4.3.2 In the case of Fix n' Flip, a Property Manager may not always be appointed. Also, in the case of Fix n' Flip, Stake will a select the Project Manager and a qualified third-party contractor (the "Project Contractor") who will work together to complete the Renovation Scope.

4.3.3 In the case of Fix n' Lease, Stake typically appoints vetted turnkey contractor(s) to execute the renovation scope while Stake oversees project delivery; a separate Project Manager is generally not engaged. Stake may in certain instances appoint a Project Manager, in such instances the appointment will be disclosed in the offering material.

4.3.4 An Investment with Stake is usually available starting from a minimum amount of AED 2000. However, this may vary depending on factors including but not limited to, the value of a Property, any offers/promotions we are running or securing investments by you in accordance with an investment plan.

4.3.5 The share capital of the Regular Property shall comprise of Investor Shares for the total value of the Funding Target. Each Investor Share is usually denominated in the value of one (1) AED. Further, each Investment must be for a value equivalent to the subscription price of at least one (1) Investor Share ("Investment Amount") and subscribing to fractional Investor Shares is prohibited under the terms of this Agreement. Each Investor Share will have a voting right of one (1) share one (1) vote. The percentage of the Investor vote shall be calculated by dividing the number of Investor Shares held by the Investor with the total number of Investor Shares that participated in the voting process, subject to Clause 4.3.4 below.

4.3.6 Subject to the availability of unsubscribed Investor Shares in an Investment Round, the maximum amount you may invest in a Property is 33% of the Funding Target. A single Investor shall not have more than 33% voting rights, irrespective of his/her total percentage of shares in the Regular Property. If you are a Retail Client (as per the Applicable Laws), your investment activity on the Platform will additionally be limited to AED 367,000 (or USD 100,000) in any given calendar year and limited to AED 183,500 (USD 50,000) per investment.

4.3.7 By investing in a Property through the Platform, you agree that you have used your own independent judgment and/or any knowledge, advice, or other information you may have, in addition to the information available on the Platform, to form your decision. You represent that you have acted entirely on your own accord and are exercising your sole discretion whether or not to make an Investment. You acknowledge that any information on the Platform, including the details in reference to any available Property or investment plan, is for your general consumption and should not be considered as investment advice or any other form of recommendation or endorsement by us.

4.3.8 Depending on the market conditions, the value of the Property may fall and rental income, if any, may not be generated. When investing, you must be ready to hold the Investment for the full Investment Term. You understand that the market conditions may change at the end of the Investment Period posing difficulty in selling the Property.

4.3.9 To calculate the percentage of your Investor Shares, the number of your Investor Shares is divided by the aggregate number of Investor Shares held by all Investors comprising the entire Investor Share capital of the Regular Property.

4.3.10 In certain circumstances, the proposed Funding Target may be subject to change such as where the Property Price has been changed due to our successful negotiation with the Seller. In such case we will provide all our Investors at least 14 business days prior written notice via email.

4.3.11 The Investment will be considered complete if and when:

i. The Funding Target has been reached, or a new lower Funding Target was negotiated with the Seller; and

ii. Stake has purchased the subject Property from the Seller.

4.3.12 Stake has the full discretion to elect not to make available any Property for investment on the Platform, to stop or cancel any Investment Round, or to reject any request for Investment made through the Platform.

4.3.13 You further acknowledge and agree that Stake, pursuant to the Administration Agreement, may be required to carry out interior design work, furnishings and fixtures, white goods, and all civil and landscape works in and for such Property and will fall under the Associated Costs.

4.3.14 However, in case any Material Change takes place during the Commitment Period, we will notify the Investors to that effect with the details of the Material Change and initiate a voting process in accordance with clauses 12.3 and 12.4 to approve the Material Changes. If you fail to approve the Material Change within the aforementioned period, we may cancel your Investment.

4.3.15 All voting on Material Changes, cost overruns or exit decisions in relation to Fix n' Lease will following the Special-Majority procedures voting process in accordance with clauses 12.3 and 12.4 to approve the Material Changes.

4.3.16 If a Material Change occurs following the Commitment Period has ended, we will display a notification on the Platform with the details of the Material Change, its implications on the rights of the Investors and the proposed steps, if any, that Stake, acting in good faith, proposes are appropriate to be taken in such circumstances.

4.3.17 If the Estimated ROI was achieved (as disclosed at the time of investment) the Property will be automatically sold and no Vote will be required. Stake will immediately notify Investors of the Sale and the Estimated ROI will be paid to Investors. In the event that an offer to purchase was received although the Estimated ROI is not reached, Stake will immediately initiate a voting process amongst all the Investors to decide whether or not to sell the Property. If a decision to sell the Property is reached in accordance with a Special Majority Vote as set out in clauses 12.3 and 12.4, Stake will then be instructed to initiate the sale of the Property. As with all Properties, we will use our reasonable endeavors to achieve the most favorable Sale Value we can for the benefit of the Investors, however, we cannot guarantee the Estimated ROI will be achieved.

4.3.18 For Fix n' Lease, the Property will be held for the investment period. In the event that an offer to purchase is received prior to the end of the investment period is received a Special Majority vote will be required to initiate the sale.

4.3.19 In the event that the Fix n' Flip Investment Period has expired due to the Estimated ROI not being achievable, Stake will initiate a Special Majority Vote as set out is clauses 12.3 and 12.4 to request a change in the sale strategy of the Property. In the event where the sale strategy of Fix n' Flip changes, you will be notified that the terms of your investment have changed.

4.3.20 In the event that the Fix n' Lease property, at the end of the investment period has an offer to sell a Special Majority vote will be required to initiate the sale.

4.3.21 Stake will conduct due diligence and assess conflicts of interest that may arise on all third-parties involved in the renovation which includes but are not limited to contractors and project managers. Stake will assume the role overseeing the delivery of the renovation and the respective third parties will deliver their respective contractual obligations.

4.3.22 Fix n' Lease properties are eligible to participate in the Exit Window.

5. INVESTMENT ROUND

5.1. Stake operates and manages the Platform on the basis of this Agreement and allows you to view and experience its products, including the website (www.getstake.com) and the mobile application available on iOS and Android. After identifying a Property, we will list it on the Platform with the aim of combining your Investment with that of other Investors and reaching the Funding Target during a period of time as specified in the agreement entered into with the Seller of the Property.

5.2. Before a Property is made available for Investment on the Platform, Stake will hire the services of qualified independent valuation consultants to produce a valuation report for the subject Property, which Investors can view on the Platform. The purpose of this valuation will be to ascertain the proposed acquisition price of the Property in accordance with the latest information provided in the Investment Round.

5.3. In order to optimize value for our Investors, we may engage in pre-sale negotiation with the Seller of the Property.

6. KNOW-YOUR-CUSTOMER (KYC) AND ANTI-MONEY LAUNDERING (AML) POLICY

6.1. Money laundering refers to the act of concealing the illegal origin of money generated by criminal activity and making it appear to have come from legitimate sources. It is a serious crime as the money is generated from illicit activities such as terrorist funding, illegal arms trading, drug trafficking, fraud, theft, racketeering, and human trafficking.

6.2. In accordance with the AML Laws, Stake has put in place controls and procedures ("AML Policy") to detect and manage the risk of money laundering activity and terrorist financing being carried out on the Platform. The AML Policy includes following a Customer Due Diligence process, the appointment of an in-house Money Laundering Officer (MLRO), and compulsory AML training for all relevant employees. Customer Due Diligence requires us to obtain certain information and documentation from you (directly from you and/or via a third-party service provider that connects your existing details from your permissioned accounts with us), as appropriate to verify your identity, residential address, employment details, and origin of funds. You will not be able to use your Stake Account to carry out any deposit, withdrawal, or investment transaction without us completing or updating your Customer Due Diligence profile on continuing basis.

7. DEPOSIT AND WITHDRAWAL

7.1. Subject to satisfactory KYC and AML, you can deposit funds to your Customer Wallet through: (i) wire bank transfer; or (ii) electronic card payment, provided: (a) in the case of the former, that you are the sole or joint account holder of the source bank account, or the account is in the name of the business organization you represent, or (b) in the case of the latter, that you are the card holder of the card being used. We do not accept cash payments or via any other third party.

7.2. You can deposit funds to your Stake Account in AED. Any amount you have deposited into your Customer Wallet in any other currency will be reflected in AED on an 'as received' basis, after any bank deductions for foreign exchange and transfer fees.

7.3. We reserve the right to reject any deposit transaction in case of non-compliance with KYC and AML or any other applicable requirements at the time of the deposit transaction. We may also reject or return a bank transfer if you fail to provide the correct reference number to your bank when initiating the wire transfer instructions.

7.4. You will not earn any interest or profit on the funds available in your Customer Wallet.

7.5. The funds in your Customer Wallet remain yours to the extent that you have not used them, in part or in whole, toward an Investment through the Platform.

7.6. Any withdrawal request is subject to KYC and AML, which if successfully cleared, your withdrawal request will be approved and processed. The requested funds will be transferred to your bank account in the currency of your Stake Account. We accept no responsibility for any loss caused due to foreign currency conversion costs, exchange rate variation or any other costs and charges deducted by our bank, your bank, or any correspondent bank.

7.7. You can access and view the available balance in your Customer Wallet at any time on the dashboard of your Stake Account and, subject to maintenance of KYC and AML, you are free to withdraw the funds or invest them in any available investment opportunity through the Platform.

7.8. You hereby acknowledge and agree that any free credit, promotional benefit, incentive, or interest granted by the Stake at its sole and absolute discretion shall be redeemable exclusively for the purpose of making Investments through the Stake platform. Such Promotional Credits shall not be eligible for withdrawal, transfer, or conversion into cash or any other form of monetary value from your Stake Account. All Promotional Credits, gifts, rewards, or any other benefits provided by the Company shall be governed by their respective terms and conditions, which may be amended or updated from time to time and shall be communicated to Investors at least thirty (30) calendar days prior to any change taking effect. For further details, please refer to the current terms of the rewards program available at https://getstake.com/tiers-and-rewards.

7.9. All foreign exchange, transfer and any other bank or handling charges relating to deposits to and withdrawals from your Stake Account will be paid by you in full and deducted from the funds of your deposit or withdrawal transaction respectively.

7.10. You agree that Stake can restrict or suspend your Stake Account in the circumstances where such action is appropriate to comply with the terms of this Agreement and/or any applicable laws or regulations. The above-said circumstances include, without limitation, times when your official identification documents have expired or your residential address has changed, in which case, as per our AML Policy, we require updated documents to maintain your Customer Due Diligence profile up to date.

7.11. Pursuant to the protections conferred by the VARA Client Money Provisions:

- **a.** All available balance in your Customer Wallet shall be held in the segregated Client Money Account which means your funds will not be combined with and will be kept separate from Stake's own funds; and
- **b.** In the event of insolvency, winding up or other Distribution Event as stipulated by the VARA, your funds will be subject to the Client Money Distribution Rules.
- **c.** The Company hereby affirms that neither Client Virtual Assets nor Client Money benefit from any form of deposit protection scheme or insurance coverage. Clients acknowledge and accept that any funds or assets held with the Company are not protected and may be at risk of loss, including in the event of the Company's insolvency or other adverse circumstances

7.12. As per VARA rules, we conduct appropriate due diligence in the selection of third-party banking and financial institutions where your funds are held. This includes, without limitation, evaluating the entity's credit rating, capital and financial resources, insolvency regime of its jurisdiction, regulatory status, expertise, reputation, and history. Whilst any third-party banking and financial institution is accountable to Stake for the safe keeping of the Client Money Account, they will not have direct responsibilities towards third parties. Stake shall remain responsible for operating the Client Money Account in accordance with the relevant Applicable Law.

7.13. You agree that your funds are held together with those of other Investors in accounts to which all Investors severally and jointly have claim. Therefore, you agree that you have no individual claim over any specific amount in any specific account.

7.14. You must register a valid bank account to carry out a fund's withdrawal transaction. The account must be in your name or held jointly with another person. For the avoidance of doubt, any deposit made to your Customer Wallet through any permitted means including but not limited to electronic card payments, bank transfers, recognized wallet payments may only be withdrawn (i) in accordance with this Agreement, (ii) to your registered valid bank account, and (iii) may not and shall not be withdrawn by way of transfers to such electronic card, reversal of electronic card transactions, or otherwise.

7.15. Please also note that withdrawals of deposit amounts from the Customer Wallet made through electronic card payments will be subject to a processing charge imposed by the payments service provider of up to 2.50% of the total amount withdrawn. For the avoidance of doubt, no fee will be charged to the Investors in relation to cancelling their investments during the cooling-off period.

7.16. All withdrawals to international bank accounts are subject to a minimum withdrawal amount of AED 100.

8. INVESTMENT PROCESS

8.1. Prior to making an Investment, you may fund your Stake Account on the Platform with the amount required for such Investment. Once your Customer Wallet has been appropriately funded, you can carry out an Investment in the Property of your choosing within its Investment Round by confirming the number of Investor Shares you wish to subscribe to, provided that the funds in your Customer Wallet corresponds to such number of Investor Shares to which you wish to subscribe. You may also invest in one or more Properties through a single, combined funding and investment transaction through our check-out feature.

8.2. After making an Investment through the Platform, your Investment in the Property cannot be canceled unless; (i) a scenario as described in Clause 4.2.17 and Clause 4.3.14 takes place, (ii) you have requested cancelation of your Investment within the Cooling Off Period; (iii) the Funding Target has not been reached and a lower Funding Target was not successfully agreed with the Seller; or (iv) the Investment Round has otherwise been discontinued. In all of the aforementioned cases, your funds will be refunded back to your Customer Wallet, from where you can then withdraw or re-invest the proceeds in any other Property subject to KYC and AML.

8.3. If your Investment is not canceled within the Cooling Off Period, the amount of your Investment will be considered confirmed and provided the Funding Target has been reached, a new lower Funding Target has not been agreed with the Seller, or the Investment Round has not been discontinued, your Investment will be applied toward the subscription of Investor Shares in the Regular Property, which shall then be used to acquire the Property, meeting the Associated Costs as detailed on the Platform. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, you agree and acknowledge that upon the expiry of the Cooling Off Period as set out in this Agreement, (i) you may not cancel your Investment in whole or in part, and (ii) your Investment shall be confirmed pursuant to the terms of this Agreement.

8.4. Available funds in your Customer Wallet are in AED. We accept no responsibility for any foreign exchange losses or any bank charges incurred in use of your funds to carry out an Investment.

8.5. After the Property has been acquired, you will collect all Dividend distributions and refunds in AED. Such amounts will be credited to your Customer Wallet in AED. Therefore, you will incur foreign currency exchange charges if funds are then converted to another currency upon withdrawal from your Customer Wallet.

8.6. You are solely responsible to seek your own professional advice if needed in relation to foreign exchange, tax or other potential risks and liabilities in connection with your Investment.

9. CANCELATION RIGHTS

You have the right to cancel your Investment within the Cancelation Period and Cooling Off Period, either through the Platform or emailing us on contact@getstake.com.

9.1. By canceling your Investment, you will receive back only the original amount you invested, in the underlying currency of the Investment, and will not be entitled to any promotional benefits, discounts or other incentives offered to Investors in connection with the Investment.

9.2. Subject to KYC and AML, upon cancelation of your Investment, you can withdraw the funds re-credited to your Customer Wallet or re-invest them on the Platform. For the avoidance of doubt, if the original funds in your Customer Wallet which were used to make the Investment were in a currency different than that of the underlying Investment, charges for foreign exchange may apply.

9.3. You cannot cancel a purchase of Investor Shares carried out on our Exit Window as such transaction is conducted between you and another Investor. The price of the Investor Shares in our Exit Window will depend on the demand supply factors of the market and be guided by the latest Estimated Valuation of each Property.

9.4. Stake retains the right to determine which properties are eligible to participate in Exit Windows. In certain instances it is the best interest of investor to exclude such properties from Exit Windows

10. INVESTMENT RETURNS

10.1. Dividends from your Investment will be credited to your Customer Wallet. The funds shown in your Customer Wallet will be held in a client money account with ENBD. Subject to your ongoing compliance with KYC and AML, you may withdraw your available balance or choose to invest the same in a Property of your choice.

10.2. We request you to read this Agreement and the Platform Documents available on the Platform which govern your Investment and associated matters. Distribution of Dividends depends on various factors such as the Property being rented out and the availability of balance funds after paying out all Associated Costs. We will make full details of all such applicable costs, also available on the Platform. You understand that the value of your Investor Shares may change from time to time. Past performance of your or any other Investment is not a reliable indicator of future performance.

10.3. Dividend distributions will generally follow the receipt of rent, which may vary depending on the schedule of payments agreed with the tenant at the Property. The timing of Dividends may be subject to an additional period from rent collection of up to three months to process declaration and payments. Dividends will usually be declared and paid at the end of each calendar quarter or month end. Dividend amounts will be in the currency of rent receipts and may occasionally reflect deductions for a floating balance or allowances to ensure sufficient funds remain available to pay the Associated Costs.

10.4. Individual dividend distributions to your Customer Wallet are subject to a minimum of AED 0.01 per distribution.

10.5. If the rent is overdue, the Property Manager will use reasonable efforts to recover the same from the tenant. If the rent still remains unpaid, the Property Manager will notify the Investors of this event and propose whether to initiate legal action against the defaulting tenant or not. The Investors will engage in a voting process to decide the next course of action and such decision will be carried out in accordance with clauses 12.3 and 12.4 based on a Simple Majority Vote of Investors. If Investors decide based on a Simple Majority Vote in favor of taking legal action, the Investors will be responsible to pay for the relevant legal costs and attorney fees. To the extent that the available balance in the accounts of the Property are insufficient, such costs will have to separately borne from the Investors. The claim shall be made to recover the legal costs in addition to the unpaid rent. If the court awards legal costs in addition to the unpaid rent, the same will be reimbursed to the Investors.

10.6. You acknowledge that you will be solely responsible for any taxes or costs applicable to your income derived from the Investment.

11. PROPERTY MANAGEMENT, VOTING AND MAINTENANCE

11.1. Depending on the Property you have invested in, an independent Property Manager will be appointed under separate agreement executed with the Regular Property (the "Property Management Agreement") whereby the Property Manager will be responsible for the day-to-day management and maintenance of the Property and authorized to exercise all rights, take decision and perform all responsibilities required in the ordinary course of management and maintenance of the Property.

11.2. Unless otherwise stated, each Property will have a defined Leasing Strategy for the duration of the Investment Period. Details of the Leasing Strategy will be outlined on the Platform and may be changed through a voting process as per the voting threshold set out below.

11.3. Subject to the terms and conditions of this Agreement, Investors will be invited to participate in a voting process, on the matters and as per the voting threshold set out below. Further, any Investor may wish to call for a vote on such matters either through the Platform or emailing us on contact@getstake.com.

Description of subject matter	Reference in the Agreement	Voting threshold
Approval for carrying out any works to the Property, which are neither critical nor urgent in nature, and incur costs in excess of 5% of the original cost of the property or involve a period of longer than two calendar months without rental income	Clause 12.6.3	Simple Majority Vote
Approval to initiate sale of the Property (including Fix n' Lease) Approval of a Sale Request Notice (including Fix n' Lease)	Clause 12.7	Simple Majority Vote
Approval for any modification in the initial Investment Period (including Fix n' Lease) Approval of the Final Sale (including Fix n' Lease)	Clause 4.2.2 Clause 4.2.4	Special Majority Vote
Appointment, change, or removal of the Property Manager (including Fix n' Lease)	Clause 12.1	Simple Majority Vote
In the event an offer is received below projected selling price at the time of listing a Fix n' Flip	Clause 4.3.15	Special Majority Vote
Change in investment strategy of Fix n' Flip	Clause 4.3.16	Simple Majority Vote
Change of Leasing Strategy (including Fix n' Lease)	Clause 12.2	Simple Majority Vote
Initiating a legal process against a defaulting tenant and other third parties service providers in respect of relevant Property	Clause 11.5	Simple Majority Vote

(including Fix n' Lease)		
Other	N/A	Simple Majority Vote

11.4. When organizing a voting process, we (through our email contact@getstake.com) will notify all Investors in the Property through their registered email address via an invitation notice (the "Voting Invitation Notice"). The Voting Invitation Notice shall include at a minimum the following information:

a. description of the subject matter on which the voting is required;
b. any supporting document;
c. the link through which they are able to vote; and
d. the voting schedule and the deadline to complete the voting. Investors who do not respond within the specified deadline will be considered as having abstained and their votes associated with their Investor Shares will be excluded from the total votes. At least one reminder will be sent to all investors that have not yet voted, prior to the end of the voting period.

11.5. All other decisions not covered under clause 12.3 will be taken on the basis of a Simple Majority Vote.

11.6. You agree that:

11.6.1. The Property will be controlled and operated by the Property Manager, as indicated on the Platform at the time of the Investment Round, who will continue to manage the Property unless the Property Management Agreement is terminated;

11.6.2. Any existing tenant will continue to lease and occupy the Property after it is acquired until the lease agreement has been terminated and the tenant has vacated the Property. The lease will be subject to renewal as per the lease agreement in place and applicable rental laws that are market standard;

11.6.3. A reserve fund will be added to the transaction costs at the time of Investment and kept as an ongoing allowance to pay for any maintenance or service charges that may arise in relation to the Property. Any undrawn amounts from this fund will be refunded at the end of the Investment Term. Any drawn amounts will be replenished from rental proceeds in order to maintain the same balance allowance available over the course of the Investment Term. Any single maintenance expense exceeding 5% of the original Property Price will require approval from the Investors via vote. For the avoidance of doubt, any single maintenance expense below 5% of the original Property Price will be considered pre-approved; and

11.6.4. Any sale of the Property at the end of the Investment Term is subject to payment of all Associated Costs.

11.7. Sale Request by Investors.

11.7.1. Subject to Clause 2.23, at any time during the Investment Period, any Investor may request for a sale of the Property ("Sale Request Notice") based on the latest Estimated Valuation.

11.7.2. The Sale Request Notice must be made by email to contact@getstake.com or through the Platform. Upon receiving such Sale Request Notice, Stake shall invite Investors to participate in a voting process in accordance with the Voting Invitation Notice set out in clause 12.4 to approve such Sale Request Notice and authorize Stake to identify potential buyers for the Property in good faith.

11.7.3. In the event the Sale Request Notice is approved based on a Simple Majority Vote in accordance with clause 12.3 above, Stake shall attempt, in good faith, to identify a bona fide buyer for the Property offering a price for the Property that is greater than 80% of the Estimated Valuation. The Investors acknowledge and agree that we will use reasonable endeavors to identify such potential buyers and achieve the most favorable sale price we can for the Property, however by no means do we guarantee that we will identify potential buyers, identify a buyer offering a price for the Property that is greater than the Estimated Valuation, or achieve maximum possible price in the market.

11.7.4. In the event a bona fide buyer for Property is not identified by Stake, within 15 days of the Sale Request Notice being approved by the Investors, the Sale Request Notice shall be deemed to have been rejected.

11.7.5. In the event a bona fide buyer of the Property is identified and an offer has been made to purchase the Property, the Investors will be invited to participate in a voting process (the "Final Sale") in accordance with the Voting Invitation Notice set out in clause 12.4.

11.7.6. In the event you submit a Sale Request Notice, which is rejected in terms of clause 12.7.4 ("Notice Rejection"), or the vote set out in clause 12.7.5 in relation to such Sale Request Notice is not passed ("Sale Rejection"), you and/or any other Investor may not be able to submit another Sale Request Notice within 12 months from the date of the Notice Rejection or the Sale Rejection, whichever is later.

11.7.7. For the month prior to any Exit Window and until all necessary transfers have taken place of the relevant Property, there will be no possibility to submit a Sale Request Notice.

11.7.8. Any Property which is the subject of a voting process related to its sale will not be eligible for the Exit Window taking place during said period (if any). Such restriction will be notified to Investors in all correspondence related to the sale of said Property.

11.8. If, at any time following approval of the Investors to sell the Property, Stake procures a buyer for the Property pursuant to this Agreement and the Administration Agreement as notified Stake and, provided that the Sale Value is approved in accordance with clauses 12.3 and 12.4 , each Investor shall: (i) accept the majority approval to sell the Property or the Sale Value, as the case may be; (ii) be obligated to transfer all of the rights owned by such Investor relating to the Property to such buyer; and (iii) execute and deliver such instruments of conveyance and transfer and take such other action, including executing a purchase agreement as Stake may reasonably require in order to complete the sale and transfer title to the Property to the new buyer (the "Sale Documents"), provided, however, that such Sale Documents shall not include any representations or warranties of such Investor except such representations and warranties as are ordinarily given by a seller of securities with respect to such seller's authority to sell, enforceability of agreements against such seller, such seller's good title in such securities and the good title in such securities to be acquired at closing by the buyer. Further, any indemnity provision included in the Sale Documents shall only indemnify the buyer with respect to breaches of such representations and warranties by such Investor, without any obligation or liability for contribution.

11.9. You understand that investments in property carry a risk and as such investments made on the Platform, be it during the original listing or on the Exit Window, may not generate the anticipated returns and may in some cases incur a loss. For further information, please refer to our Risk Warning.

12. ONGOING STATEMENTS AND VALUATIONS

12.1. Through the Platform, you can stay updated with information about your Investment during the Investment Term. The information will be accessible via the dashboard of your Stake Account and will include a full statement of all realized income and expenses incurred in relation to the Property, the most recent third-party valuation of the Property ("Estimated Valuation") as well as any other documents as appropriate including confirmation of satisfactory Shariah Audit in relation to the Shariah Complaint Investments. We do not warrant or provide any assurances with regard to the accuracy of the information or documents relating to financial projections published on the Platform regarding your Investment. We have a duty of care towards all Investors, and we shall abide by such duty of care with our best efforts.

12.2. The Estimated Valuation of your Investor Shares will be done on a semiannual basis (except for Fix n' Flip which shall occur at the end of the Renovation Period), using a desktop refresh of the original property valuation (obtained at the time of purchase of the Property) less any applicable Associated Costs and deferred taxes. The basis of the valuation will be using updated market data and recent transactions executed in the same community or area as the Property, as per the operating standards of the selected third-party independent valuation consultants. Stake will ensure provision of confirmation of satisfactory Shariah Audit confirmation annually upon completion of the annual Shariah Audit in relation to the Shariah Compliant Investments.

13. STAKE FEES TO INVESTORS

13.1. We will charge Investors the following one-time transaction fees:

13.1.1. Acquisition fee of 1.5% of the Funding Target at the time of acquisition of the concerned Property (the "Acquisition Fee");

13.1.2. KYC and AML charge of 0.20% of the Funding Target at the time of acquisition of the concerned Property (the "Upfront KYC & AML Fee"); and

13.1.3. Exit fee of 2.5% of the greater of a) the Funding Target or b) Sale Value of the concerned Property at the end of the Investment Term (the "Exit Fee"). The minimum Exit Fee, as described in point a of this clause), shall be deemed charged from the onset as it is not conditional on any specific performance of the Company.

13.1.4. In regards to the Exit Window, we will charge the following transfer fees as a percentage of the transacted price of the subject transfer of Investor Shares ("Transfer Value"), as coordinated by Stake, through the Platform: Transfer Fee: 2.5% payable by the seller of the Investor Shares.

13.2. No transfer of Investor Shares shall be registered in the Register of Shareholders without payment of the Transfer Fees.

13.3. We will additionally charge annual fees, deductible pro-rata from the distribution proceeds of any Dividends paid to Investors, in the following amounts, expressed as a percentage of the Funding Target:

13.3.1. Administrative fees of 0.5% per annum (the "Annual Administrative Fees"); and

13.3.2. KYC and AML fees of 0.1% per annum, starting from the second year from the date of acquisition of the Property (the "Annual KYC & AML Fees").

13.4. If the Sale Value of the Property is greater than (a) the Funding Target or (b) the original purchase price of the subject shares respectively, then Stake will additionally be entitled to a performance fee of 7% of the excess return above (a) the Total Investment, net of all transaction costs at the time of sale of the property, as realized at the end of the Investment Term, or (b) the original purchase price of the shares, as the case may be (the "Performance Fee").

13.5. The Performance Fee will not be applicable to any sales made on the Exit Windows.

13.6. Subject to the Applicable Laws requiring fair treatment to all customers or otherwise, we may, where applicable, change, reduce, waive, or offer rebates on our fees.

13.7. Please note we may separately charge Sellers additional fees for selling their Property through the Platform. The fees charged to a Seller will vary depending on the details of Property including the negotiated purchase price and other factors applicable to Stake at the time of the Investment Round. The fees charged to Sellers may range from 0% to 6% of the purchase price.

13.8. All fees owed to Stake will, where applicable, be rounded up to the nearest whole number.

13.9. We may change our fees by providing at least 14 business days prior written notice via email to all our Investors.

14. REPRESENTATIONS

14.1. By creating a Stake Account and using the Platform, you agree to make the following representations:

14.1.1. You are legally entitled to make the Investment;

14.1.2. You have the capacity and authority to enter into a legally binding agreement with Stake;

14.1.3. If you are a natural person, you are at least 18 years of age, of sound mind and fully aware of the legal implications of your own actions;

14.1.4. You are the person whose registration details are being provided or, in the case of legal entities, you are a duly authorized signatory acting on behalf of the relevant entity;

14.1.5. You agree to provide and maintain correct, complete and current information for registration, KYC and AML, including, without limitation, your full name, date of birth, country of residence, origin of funds and contact details (this information can be provided directly by you and/or can be extracted by us via a third-party service provider that connects your existing details from your permissioned accounts with us). You are obligated to keep all of your information updated at all times;

14.1.6. You understand that fraud and fraudulent misrepresentation constitute serious crimes and are punishable with imprisonment and/or fines under the Applicable Laws. You warrant and undertake to us that all information given to us in respect of your account is complete, true, and accurate in all respects and not misleading in any way;

14.1.7. You are acting as principal not as agent for any third party;

14.1.8. Your funds deposited with us originate from legitimate sources and have no connection with any crime. You will not attempt to use this Platform for the purpose of any illegal activity including money laundering. You will comply with our KYC and AML protocols to enable us to meet our legal and regulatory obligations, including providing all information we may require to verify your identity, residential address and origin of funds (this information can be provided directly by you and/or can be can be extracted by us via a third-party service provider that connects your existing details from your permissioned accounts with us). You will not be able to withdraw funds from your Stake Account without satisfying our KYC and AML requirements;

14.1.9. You are not insolvent, bankrupt, under creditor's process or otherwise subject to any legal restriction limiting your ability to enter into this Agreement or make an Investment;

14.1.10. You are not currently residing in a country or territory where it is illegal to make the Investment;

14.1.11. You are obligated to (a) keep your Stake Account secure from unauthorized access and misuse, and (b) maintain strict confidentiality of your username and password. Subject to maintenance of correct account information, we will assume that all activity under your Stake Account is your own. You assume all risks and losses and legal liabilities arising from your use or any unauthorized access to and use of your Stake Account by any third party as a result of your actions. You will indemnify and hold us harmless from and against all losses, damages, claims, demands, expenses, and costs caused due to your use or any unauthorized access to your Stake Account as allowed within the legislation administered by the Applicable Laws;

14.1.12. You have read, agreed, and acknowledged the Key Risks displayed on the Platform and shall read, agree, and acknowledge the Key Risks every time you make an Investment using the Platform. You understand the potential risks, losses and benefits associated with the Investment and agree to assume the full extent of all such risks, losses and benefits;

14.1.13. You agree that your investment will be held in the form of Investor Shares. As such, you will do any and all such things required to make sure that all applicable rules and regulations pertaining to the Investor Shares are complied with;

14.1.14. You cannot assign, sell, or transfer your Stake Account to any other third party nor can you acquire, attempt to acquire, or otherwise look to become the beneficiary of any assignment or transfer of a Stake Account created by or designated to any third party;

14.1.15. You must not use the Platform in any manner which is detrimental or harmful to Stake or other Investors, as we may determine in our sole discretion. If you breach the foregoing provision, we reserve the right to suspend or block your access to the Platform and close down your Stake Account; and

14.1.16. You have in place appropriate security systems and will ensure it is updated regularly to better protect your Stake Account against spyware, virus, and any other possible cybersecurity threats.

14.2. We allow you to make Investments through the Platform in consideration of your aforementioned representations on which we take full reliance as accurate, complete, and reliable information. If your representations are false or misleading, we reserve the right to annul and rescind our agreements with you, terminate your Stake Account and, subject to our applicable KYC and AML policies, return any available funds in your Customer Wallet (less any applicable transfer charges (which shall be for your own account)). In addition, you agree to indemnify us for the losses, damages, expenses, and costs caused to us due to such false representations. In case you fail to comply with the KYC and AML requirements, we reserve the right to report the fact to the concerned authority for further legal actions, including possibly withholding any funds in your Stake Account.

14.3. Following termination, and only to the extent permissible and/or required under applicable laws, we may initiate on your behalf the sale of your Investor Shares, by means of private transfer of shares or during the nearest available Exit Window at reasonable and achievable terms, in the following exclusive circumstances:

(i) We have valid and substantiated reasons to suspect fraud or breach of security of the Stake account;

(ii) We have valid and substantiated reasons to suspect that the account is being used in a way contrary to financial services and markets regulations, for market abuse, or for the furtherance of financial crimes including money laundering;

(iii) You have failed to provide requested information or documentation necessary for compliance with applicable laws, rules, and regulations, including Anti-Money Laundering (AML) laws, after reasonable attempts to obtain such information;

(iv) We have valid and substantiated reasons to suspect that the account is being used in a way contrary to sanctions-related laws or regulations;

(v) We are subject to a regulatory requirement or legal instruction, including legislation or public authority directive, mandating the sale of said Investor Shares;

(vi) Material breach by you of any provisions of this Agreement that is not capable of remedy or not remedied within fourteen (14) days of receipt of notice of default;

(vii) Your failure to notify us as per Clause 15.4 below.

14.4. In the event that a Shariah Compliant Investment becomes non-Shariah compliant ("Shariah Non-Compliant Investment"), we shall attempt to rectify the Shariah non-compliance within a period of 60 (sixty) days. If we are unable to rectify the non-compliance, you will be notified of such non-compliance and granted the right to exit the Shariah Non-Compliant Investment. Should you wish to exit the Shariah Non-Compliant Investment, Stake shall determine the current market value of the Shariah Non-Compliant Investment and will attempt to liquidate your share in the Shariah Non-Compliant Investment by means of private transfer of shares or during the nearest available Exit Window at reasonable and achievable terms, or initiate a vote to sell the Shariah Non-Compliant Investment in its entirety. The proceeds from the sale of the Shariah Non-Compliant Investment will be distributed to you after deduction of applicable fees as per Clause 14 (*Stake Fees to Investors*) of this Agreement and other expenses. It is clarified that you will exit without penalty, although applicable fees as per Clause 14 (*Stake Fees to Investors*) of this Agreement shall apply.

You acknowledge and agree that we will not be held liable by you, to the extent permissible under applicable laws, for any actions taken in relation to the sale of your Investor Shares under the circumstances outlined in Clauses 15.3 and 15.4 above. Furthermore, we reserve the right to deduct from the return of such sale any amounts due to Stake or as required by law.

15. TRANSFERS

15.1. You can transfer your Investor Shares in the manner provided hereunder. The modes of transfers provided in this section are exhaustive in nature and any transfer in violation of the same will be invalid and have no legal effects. Transfer of Investor Shares may occur as a result of:

15.1.1. A majority of Investors vote in favor of selling the Property to a third party;

15.1.2. Illness, incapacity, or disability of an Investor, in which case a person nominated by the Investor can assume the rights to his Investment(s). All responsibility for arranging appropriate succession planning and putting in place appropriate plans for any nominated beneficiaries to take title of a Stake Account and Investments in the event of a death or incapacity lies solely with the Investor. If in doubt, you should seek your own advice on this matter before investing;

15.1.3. A request to transfer your Investor Shares to your spouse or other family members, or person nominated by you, is subject to our confirmation (which we reserve the right to withhold at our sole discretion) and satisfactory KYC and AML;

15.1.4. If an Investor is a corporate or other legal entity, a bankruptcy, creditor's process, or other insolvency event. Note, transfers in these circumstances are subject to a right of first refusal granted to its Investors and allowed only (i) as directed by a valid third-party administrator, (ii) if the transferee executes a deed of adherence to this Agreement in a form satisfactory to Stake and (iii) if the transferee meets satisfactory KYC and AML.

15.1.5. During the Exit Window, a transfer to another Investor via Stake after the Lock-In Period.

15.2. For the avoidance of doubt, if you sell your Investor Shares before the distribution of a Dividend, you will lose any entitlement to the Dividend.

16. TERMINATION AND VARIATION

16.1. This Agreement will be effective immediately upon execution and will continue to be effective for an indefinite period unless terminated upon the following events:

16.1.1. Stake becomes insolvent;

16.1.2. Stake decides to terminate or rescind this Agreement, by giving thirty (30) days of prior written notice or due to a material breach by you of any provisions of this Agreement that is not capable of remedy or not remedied within fourteen (14) days of receipt of notice of default;

16.1.3. If you withdraw your funds from your Customer Wallet and close your Stake Account (in this case, we may retain a certain part of your information to meet our regulatory obligations); or

16.1.4. The date on which the Property is, or your Investor Shares are sold in accordance with this Agreement and Articles.

16.2. If upon termination of this Agreement you hold Investor Shares, subject to Clause 15.3 of this Agreement, you will remain the owner of such Investor Shares and continue to have rights in respect of those Investor Shares as set out in this Agreement until your Investor Shares are transferred in accordance with Clauses 15.3 or 16 above.

16.3. We reserve the right to make amendments to this Agreement to ensure compliance with all applicable laws or regulations or on any other grounds we deem necessary. If we make amendments in this Agreement, you will be notified by a 30-day prior written notice prior to the amendment taking effect, through your registered email and/or the Platform, unless it is impractical to do so. Your continued use of the Platform will constitute your consent to the amended terms and conditions. Provisions in previous versions of this Agreement will continue to apply. In case of a conflict between any new and older versions, the most recent version of this Agreement will take effect unless expressly stated otherwise.

17. CONTIGENCY PLANNING

17.1. In the event a force majeure has led to a failure in the operation of the Platform, we will initiate our Business Continuity Plan (BCP) to (a) continue critical business activities (b) protect data; (c) ensure effective communication through phone and email with current Investors; and (d) restore the normal operations of the business as soon as possible. You can request a copy of the BCP by sending us an email on contact@getstake.com.

17.2. In the unlikely case that any circumstances force us to limit, suspend or cease business operations, or that we are permanently unable to run the business, our Cessation Plan (CP) will be implemented. The CP provides contingency arrangements and procedures to ensure the smooth administering of Investments and other relevant matters.

17.3. If circumstances require implementation of the CP, but the Investors decide through a Simple Majority Vote in favor of liquidation of the Investment, our staff and/or the appointed administrator will supervise the sale of the Property and return the capital of the Regular Property to Investors in proportion to their respective Investor Shares, if any. Disposal proceeds from the sale of the Property will be applied in first priority to meet the costs of liquidation. We will not accept any responsibility nor assume any liability if the sale of any Property leads to any capital loss. You can request a copy of the CP by sending us an email on contact@getstake.com.

18. LIMITATION OF LIABILITY

18.1. Stake operates the Platform to facilitate Investments by you. Nothing that we do constitutes a recommendation or professional advice. We make no warranties and representation that the expected performance or results associated with your Investment will be realized nor do we assume any liability whatsoever to that effect.

18.2. You acknowledge that Stake shall in no circumstances be liable to you for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect, or consequential) which may be suffered or incurred by you arising out of your use of the Platform, including the making of any Investment, except as otherwise provided in this Agreement or under the Applicable Laws. We do not aim to limit and/or to reduce our duty of care in relation to providing services via Platform.

18.3. Information relying on financial projections provided on the Platform, including estimates for future return, is based on assumptions. It is shown for guidance purposes only and should in no way be considered a guarantee of return or professional financial advice. We shall not be liable under any circumstances for any loss, expense, damage, delay, costs, or compensation (whether direct, indirect, or consequential) which may be suffered or incurred by you arising from your use of such information. We do not aim to limit and/or reduce our duty of care in relation to providing services via Platform.

19. INDEMNITY

19.1. You shall defend, indemnify and hold harmless Stake, its director(s), officers, agents, representatives, employees, successors, assigns and affiliates (collectively as “Stake Indemnified Parties”) from and against, without limitation, all claims, demands, actions, suits, judgments, losses, damages, fines, expenses and costs, including legal fees, arising in connection with this Agreement or your use of the Platform, including, without limitation, as a result of:

19.1.1. Any breach of this Agreement by you;

19.1.2. Any third-party claim or dispute between you and any third party; or

19.1.3. Any violation of applicable laws or regulations; or

19.1.4. Any act or omission by you which create any civil or criminal liability.

19.2. The foregoing provisions shall survive the termination of this Agreement.

20. REGULATORY DISCLOSURES

20.1. Based on the Applicable Laws, Stake initially classifies all Investors as Retail Clients. Subject to your eligibility under certain criteria provided by the Applicable Laws, you can request to be treated as a Professional Client. If you accept to become a Professional Client, you will lose certain protections that apply to Retail Clients. You can request more information regarding the implications of moving from a Retail Client to a Professional Client. We may reach out to you if we believe, based on information provided by you through the Platform, that you may qualify as a Professional Client.

20.2. Stake does not assess the creditworthiness of the Sellers or any of the Investors using any external and/or internal credit checks. Moreover, Stake does not provide any investment advisory services or recommendations. Investors must do their own due diligence before investing and/or consult with an independent financial advisor.

20.3. Conflicts of interest may arise in the ordinary course of business, between Stake and Investors or between different Investors. In order to better manage these situations, we are required to identify the circumstances beforehand and set out procedures to handle or mitigate the risk of such conflicts. If the risk of an actual or potential conflict is material and cannot be appropriately handled or mitigated, we are required to disclose the existence of such actual or potential conflict in order for you to be aware of the same and decide whether to continue engaging with Stake.

20.4. Stake may have arrangements with brokers, agents, affiliates, partners, agencies and other third parties as the case may vary from time to time. Stake may offer incentives to such third parties by way of commissions, introduction or success fees, or revenue sharing agreement in exchange for marketing and promoting the Platform to Investors. Also, in return for using the Platform to sell properties Stake may also earn fees from Investors and

Sellers including through their duly and legally appointed agents, brokers, developers, and any other representatives acting on behalf of such Sellers.

20.5. Stake hereby confirms that it does not (nor any person related to it) receive any remuneration, fee, payment or commission for, or in connection with, its service except from Sellers or Investors who use the Platform.

20.6. The Seller, the Property and the information provided about the Seller and the Property are not checked or approved by the VARA.

21. FEEDBACK AND COMPLAINTS

21.1. We encourage and highly value your feedback and suggestions related to our products and services and your overall experience using the Platform. We treat this information with the utmost importance and use it to continually improve our operations and business where we can.

21.2. If you are unhappy with the experience you have had with us, you have a right to file a complaint. It is our duty to ensure that your complaint is attended to promptly and that you are treated in a consistent and fair manner.

21.3. In the immediate term, Applicable Laws require us to escalate any complaints to our senior management. Within seven (7) days of your complaint, our team will contact you to notify receipt of your complaint and to inform you of the details of the appointed person from Stake who will look after investigating and resolving the case, usually within a maximum of sixty (60) days. You will be kept updated on the progress as soon as practicable.

21.4. If your complaint is referred to any external party, such as a regulatory body or arbitrator, we may be required to disclose your personal data, as defined under the Applicable Laws. You may object to such disclosure at any time provided it is on reasonable grounds and documented in writing.

21.5. During the investigation, we will work on diagnosing the problem, identifying the root causes and then aiming to rectify the issue. For this purpose, the appointed person may reach out to you to collect more information. We may keep records and audit trails to monitor the case and enhance our internal operations. After evaluating the findings of the investigation, we will decide on how to deal with the complaint, and we will communicate the same to you.

21.6. You can make a complaint by sending us an email at contact@getstake.com. You may request a copy of our complaint handling procedures.

22. GENERAL TERMS

22.1. In the event that we, for any reason, have not insisted on strict adherence with your obligations under this Agreement or failed to avail any remedies or exercised any rights available to us under this Agreement or any applicable laws, this will not constitute a waiver of the same or any relief in respect of the relevant obligations that you have failed to perform.

22.2. No waiver, whether full or partial, shall constitute waiver of future rights or remedies.

22.3. Subject to the Applicable Laws, if any provision of this Agreement or of any other document referred hereunder is found by a competent court or authority to be invalid, unenforceable, and unlawful, the same will be severed from this Agreement or any such document and the remaining provisions will be valid, legal, and enforceable.

22.4. Nothing in this Agreement is intended to be interpreted to establish any joint venture or partnership between the Parties nor does it permit any party to act on the behalf of the other party in any way or for whatever reason.

22.5. All notification, notice or communication (a "Notice") required to be provided under this Agreement shall be made in writing and delivered by hand or by pre-paid courier services with delivery to such party's registered address or sent to such party's registered email address. The Notice shall be deemed to be served; (a) in the case of delivery by hand, upon issuance of a signed acceptance receipt of such Notice or immediately when it is left at the registered address; (b) where the Notice is sent by post services, upon expiry of two business days; and (c) where the Notice is sent through email, on the next business day.

22.6. All communications under this Agreement shall be made in English language.

22.7. Any dispute or claim arising out of this Agreement will be governed by the applicable DIFC law and such disputes or claims will be resolved exclusively by the DIFC Courts. You agree that you will first attempt to resolve your issues by filing a complaint.

22.8. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed Agreement by Stake to you will be made by electronic mail including any electronic signature.

22.9. This Agreement, along with the Administration Agreement, Articles and any other document referred to herein, constitute the entire agreement between us and you and supersede any and all previous oral or written discussions, correspondence, representations, negotiations, or agreement.

22.10. Stake shall maintain records of all versions of this Agreement for a period of at least 8 years and document any amendments or modifications made hereto.

23. Shariah Compliance

23.1. It is understood and agreed that the principle of the payment of interest is repugnant to Shariah and accordingly, to the extent that any legal system would (but for the provisions of this Clause) impose (whether by contract or by statute) any obligation to pay interest, the Parties hereto hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

23.2. These terms and conditions have been prepared (where applicable) in line with the Shariah requirements and the rulings and guidance given by the SSB and all parties to whom these terms and conditions shall apply, agree to be bound by the SSB's interpretation of the applicable Shariah rules in relation to these terms and conditions.

23.3. In relation to the Shariah Compliant Investments, the DWTC and Federal Law shall be the governing law, to the extent it is not contradicting with the principles and rules of the Islamic Shariah as interpreted by the SSB, where the latter shall supersede in the event of contradiction.

24. CONTACTS

24.1. All notices, communications, suggestions, queries, or complaints required to be made under this Agreement shall be made in the English language and sent via email to contact@getstake.com