Terms and Conditions

Updated Version 19th October 2026

1. INTRODUCTION

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 Properties Limited ("**Stake"**). 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, 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 14.

2.2. "**AML Laws**" mean the DFSA 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.

2.3. **"Amortization"** has meaning ascribed to it in clause 3.8 & 3.9

2.4. "**Annual Administrative Fees**" has the meaning ascribed to it in clause 14.

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

2.6. **"Beneficial Assignment Period"** refers to the short interim period between the confirmation of an Exit Window transaction (upon receipt of payment) and the formal update of the Register of Shareholders reflecting the Buyer as the new Shareholder. During this period, the Buyer holds the beneficial economic interest in the transferred Investor Shares, while the Seller retains legal title in name only.

2.7. "**Cancelation Period**" means the first 48 hours from the time of your Investment.

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

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

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

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

2.12. "**DFSA**" means the Dubai Financial Services Authority.

2.13. "**DIFC**" means the Dubai International Financial Centre.

2.14. "**Dividend**" refers to the periodic income generated by the Investment. Dividends will be distributed at a cadence determined by Stake and communicated to investors.

2.15. **"Economic Rights Holder"** means the person who is entitled to all economic benefits (including Dividends and any capital gains) of specific Investor Shares during a Beneficial Assignment Period, despite not being the registered Shareholder yet. In the context of an Exit Window transfer, the Buyer of the Investor Shares becomes the Economic Rights Holder from the moment the transaction is confirmed and payment is made, until legal title is formally transferred.

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

2.17. "**Estimated Valuation**" has the meaning ascribed to it in clause 13.1.

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

2.19. "**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' Flip**s.

2.20. "**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.

2.21. **"Fix n' Lease"** refers to residential properties that are consider to have high potential for returning favourable 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.

2.22. "**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 14.1).

2.23. "**Investor Shares**" means the shares of the PC subscribed to by Investors pursuant to an Investment.

2.24. "**Investment**" means Shariah Compliant Investment, Regular Investment, Fix n' Lease and **Fix n' Flip** as the case may be.

2.25. "**Investment Period**" means the period of Investment as set out in the Offering Material. The Investment Period for each Property commences on the Transfer Date.

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

2.27. "**Investment Term**" refers to a period commencing from the Transfer Date until such Property is sold either upon the expiry of the Investment Period, early sale of the Property by A Simple Majority of the Investors (in accordance with clauses 12.3 and 12.4) or upon operation of the law. A Simple Majority Vote is not applicable to **Fix n' Flip** in relation to a sale before the expiry of the Investment Period

2.28. "**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.

2.29. "**KYC & AML Fees**" means the Upfront KYC & AML Fee and the Annual KYC & AML Fees as described in clause 14.

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

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

2.32. "**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.

2.33. "**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.

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

2.35. "**PC**" or "**Prescribed Company**" refers to an entity incorporated and administered by Stake on your behalf in the DIFC to hold your Investment interest in a relevant Property.

2.36. "**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.

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

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

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

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

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

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

2.43. "**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.

2.44. "**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.

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

2.46. "**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.

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

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

2.49. "**Shares**" means the shares of the PC (Investor Shares).

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

2.51. **"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;

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

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

2.54. **"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.

2.55. **"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.

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

2.57. "**Special Majority Vote**" means the affirmative vote of Shareholders holding at least 75% of the shares in a PC.

2.58. "**Stake**", "**we**", "**our**" and "**us**" refer to Stake Properties Limited, a company incorporated and registered in the DIFC with company registration number 4082 based at Gate Avenue South Zone, Level 1, Office 186-188-190, DIFC, PO Box 506664, Dubai, United Arab Emirates. Stake is authorized and regulated by the DFSA as an Operator of a Property Investment Crowdfunding Platform under DFSA Firm Reference Number F005879.

2.59. "**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.

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

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

2.62. **"Transactional Confirmation"** in the context of Exit Windows means a written record issued to both the buyer and the seller once a transaction is executed, acknowledging that it has been completed in accordance with their instructions and confirming that funds have been received by both parties after the "Cooling off period" has ended.

2.63. "**Transfer Date**" means, in respect of a Property, the date on which legal title to the Property is registered in the name of the PC with the relevant land registry (in Dubai, the Dubai Land Department), as recorded on the title deed.

2.64. "**You**", "**your**" and "**Investors**" refers to current or potential investors of a PC.

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 PC, 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 PC 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 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).

3.3. 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.

3.4. The details as to the Funding Target including all costs associated with the purchase of the Property by the PCs will be provided on the Platform (the "**Associated Costs**"). Please click here for an indicative list of the Associated Costs, noting that a list of precise Associated Costs specific to each Property will be clearly displayed on the Platform.

3.5. Subject to the terms of this Agreement, you acknowledge and agree: (i) to make an Investment in the PC 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 of the PC, 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.

3.6. If Stake achieves the Funding Target within the Investment Round, you will be sent an extract of the share register of the PC 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.

3.7. 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.

3.8. **Allocation of Costs within Investment Value**

For the purposes of determining the Investment Value of Investor Shares, all Associated Costs (as defined in Clause 3.4) shall be recognised and allocated over the duration of the Investment Term through an amortisation mechanism.

Associated Costs are owed to Stake by the end of the "Cooling Off Period and form part of the Total Investment; however, for the purpose of calculating Investment Value as displayed on the Platform, such costs are incorporated on a phased basis over the Investment Term in accordance with the amortisation schedule set out below.

No amortisation of Associated Costs shall occur during the first twelve (12) months following the acquisition of the Property. Thereafter:

(i) twenty percent (20%) of the total Associated Costs shall be recognised during the second year of the Investment Term; and

(ii) an additional ten percent (10%) of the remaining balance of Associated Costs shall be recognised in each six (6) month period thereafter, until one hundred percent (100%) of the Associated Costs have been recognised over a five (5) year period.

For the avoidance of doubt:

(a) this amortisation mechanism is applied solely for the purpose of determining the indicative Investment Value displayed on the Platform; and

(b) the treatment of Associated Costs for the purposes of determining the price payable for Investor Shares in an Exit Window may differ, as set out in Clause 3.9.

3.9. **Allocation of Costs during an Exit Window**

For the purposes of determining the price payable for Investor Shares transferred during an Exit Window, the price of such Investor Shares shall be based on the Investment Value of the Investor Shares at the relevant time, subject to an adjustment to reflect the treatment of Transaction Costs in Exit Window transactions.

In calculating such price:

(a) only those Transaction Costs classified as Amortisable Transaction Costs shall be recoverable by the transferring investor through the transfer of Investor Shares; and

(b) the transferring investor shall be compensated for the unamortised portion of such Amortisable Transaction Costs as at the date of transfer, which amount shall be borne by the incoming investor and reflected in the price payable for the Investor Shares.

Transaction Costs which are classified as Fixed Transaction Costs shall not be recoverable in an Exit Window and shall not form part of any adjustment to the price payable for Investor Shares.

For the purposes of this Clause:

"Amortisable Transaction Costs" means those Transaction Costs which are intended to be spread over the Investment Period and shared among investors over time, as specified in the Offering Materials and/or on the Platform; and

"Fixed Transaction Costs" means those Transaction Costs which are expensed upon acquisition (or within the first year) and are not recoverable by investors through secondary market transfers.

For the avoidance of doubt:

(i) the Investment Value displayed on the Platform reflects the amortisation of all Transaction Costs (including both Fixed Transaction Costs and Amortisable Transaction Costs).

(ii) only Amortisable Transaction Costs are shared between investors through Exit Window transactions; and

(iii) the price payable for Investor Shares in an Exit Window may therefore differ from the Investment Value.

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. For Properties listed on the Platform before 5 July 2024, Stake will, before the expiry of the Investment Period (being five (5) years from the Transfer Date), initiate a Simple Majority Vote in accordance with clauses 12.3 and 12.4 on whether the PC should sell the Property or retain it for a further twelve (12) months. For Properties listed on the Platform on or after 5 July 2024, the sale of the Property at the end of the Investment Period will not be subject to a mandatory vote of the Investors. For the avoidance of doubt, Investors will retain the right, during the Investment Period, to initiate a vote to sell such Property in accordance with Clause 12.7.

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

4.2.1. Stake, pursuant to the Administration Agreement, will appoint a property manager (which, from 1 October 2026, for any newly listed properties will be Stake One Real Estate Brokerage L.L.C ("Stake One") in accordance with Clause 12.1) 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 PC. 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 on behalf of the PC. 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 Simple 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 500 (or USD 137). 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 PC 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 PC. If you are a Retail Client (as per the DFSA 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. You agree that the Investment you make in a Property is in the Investor Shares of the PC that will own the Property and will be combined with the Investor Shares of other investors to purchase the Property.

4.2.11. 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 PC.

4.2.12. 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.

4.2.13. 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 PC has purchased the subject Property from the Seller.

4.2.14. 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.

4.2.15. 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.

4.2.16. 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.

4.2.17. 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.

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

4.2.19. 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.

4.2.20. 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.

4.2.21. For any “Investor Share” transfer executed via the “Exit Window”, upon “Transaction Confirmation” and receipt of payment on the Platform, the transferee Investor (buyer) immediately becomes the “ Economic Rights Holder” and benefits from the relevant “Investor Shares,” including entitlement to any dividends (rental payments) or capital appreciation effective from the first day of the month of transfer, prior to being formally registered as a Shareholder in the PC as part of the “Beneficial Assignment Period.” Meanwhile, the transferer Investor (seller) will temporarily retain legal title. By confirming an Exit Window sale or purchase, both the buying and selling Investors acknowledge and accept this short interim arrangement, including the immediate transfer of beneficial economic ownership to the Buyer.

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 both a qualified third-party manager (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 a 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 500 (or USD 137). 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 PC 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 4.3.6 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 PC. If you are a Retail Client (as per the DFSA 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.

4.3.7. 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. You agree that the Investment you make in a Property is in the Investor Shares of the PC that will own the Property and will be combined with the Investor Shares of other investors to purchase the Property.

4.3.10. 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 PC.

4.3.11. 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.

4.3.12. 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 PC has purchased the subject Property from the Seller.

4.3.13. 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.

4.3.14. 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.

4.3.15. 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.

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

4.3.17. 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.

4.3.18. 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 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 on behalf of the PC. 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.

4.3.19. 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 Simple Majority vote will be required to initiate the sale.

4.3.20. The Investment Period may be extended, due to unforeseen circumstances, for a reasonable duration not exceeding three (3) months. Details of such circumstances shall be provided and communicated to the Investors at the time. If an extension beyond three (3) months is required, a Simple Majority vote of the Investors shall be initiated. In the event that the Estimated ROI is not achievable at the conclusion of the Investment Period, including but not limited to prevailing market conditions, Stake shall initiate a Simple Majority Vote in accordance with Clauses 12.3 and 12.4 to determine the appropriate course of action available at that time.

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

4.3.22. 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.

4.3.23. 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, on behalf of the PC, 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 acknowledge that the value of any free credit or other promotional benefit or interest that we may offer to you at our sole discretion can only be redeemed in the form of Investments and cannot be withdrawn from your Stake Account. Moreover, all such gifts, rewards and/or any other form of credit shall have their own terms and conditions attached to them as communicated from time to time to all Investors.

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 DFSA 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 DFSA, your funds will be subject to the DFSA's Client Money Distribution Rules.

7.12. Your funds may be held in a jurisdiction outside the DIFC and market practices, insolvency, and legal regime applicable in that jurisdiction may differ from the regime applicable in the DIFC.

7.13. As per DFSA 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 DFSA rules.

7.14. 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.

7.15. You must register a valid bank account to carry out a funds 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.

7.16. 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.

7.17. 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. Note, each PC may only hold legal title to one single property.

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 4.3.17 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 PC, 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

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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.

9.5. 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. FORMATION OF PRESCRIBED COMPANY

10.1. Upon reaching the Funding Target, Stake shall incorporate a PC for the purpose of holding all the Investors' Investments in that one Property. Upon formation of the PC, you will be issued Investor

Shares in accordance with your Investment. Stake will administer the PC under the Administration Agreement and articles of association of the PC (the "**Articles**"). The Administration Agreement and Articles shall substantially be in the form attached as Appendix 1 and 2 to this Agreement.

10.2. At incorporation, the PC will be wholly owned by Stake and the following individuals shall be appointed at incorporation as Directors of the PC: (a) Rami Tabbara; and (b) Manar Mahmassani,. Upon reaching the Funding Target, the PC will be transferred from Stake to the Investors. The Investors shall have the right to appoint and/or remove the existing Directors of the PC pursuant to a Simple Majority Vote in accordance with clauses 12.3 and 12.4, the Articles and applicable laws.

10.3. You authorize Stake and the Directors of PC to execute all relevant documents on behalf of the PC in connection with the formation of the PC, execution of other documents required in the ordinary course of business including, without limitation, articles of association, transfer of shares, relationship declaration, divestment of investments, shareholder resolutions, appointment of any signatory, power of attorney or delegation of authority and any correspondence with the government authorities on your behalf.

10.4. You hereby agree and undertake not to seek control or management of the PC, whether direct or indirect, because of your ownership of Investor Shares.

11. INVESTMENT RETURNS

11.1. 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 Emirates NBD Islamic ("**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.

11.2. 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.

11.3. 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 or any other period as determined by Stake with prior notification to investors. 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.

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

11.5. If the rent is overdue, the Property Manager will use reasonable efforts to recover the same from the tenant. Stake (directly or through the Property Manager) will assess any potential legal claim on behalf of the PC and will not pursue it where, in Stake's reasonable opinion, the amount recoverable is less than the expected legal costs or the claim does not appear likely to succeed. In all other cases, Stake may commence, pursue, settle and enforce legal proceedings on behalf of the PC without a vote of the Investors, and will notify Investors of any proceedings commenced. However, Stake will initiate a Simple Majority Vote in accordance with clauses 12.3 and 12.4 if, at

any time, (a) the projected legal costs exceed AED 15,000, or (b) the PC does not have sufficient funds available to meet those costs. Any costs recovered from the counterparty will be credited to the Property's account. You acknowledge that, even where a judgment is obtained in the PC's favour, actual recovery of any amounts awarded depends on the counterparty having funds or assets against which the judgment can be enforced, and Stake does not guarantee recovery. This clause applies to legal proceedings commenced on or after 30 October 2026.

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

12. PROPERTY MANAGEMENT, VOTING AND MAINTENANCE

12.1. Depending on the Property you have invested in, Property Manager will be appointed under separate agreement executed with the PC (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. With effect from 1 October 2026, Stake One Real Estate Brokerage L.L.C ("Stake One") will act as Property Manager under all new Property Management Agreements entered into on or after that date. Property Management Agreements in place before 1 October 2026 will continue with the existing Property Manager until they expire or are terminated, or until the Property Manager is changed in accordance with Clause 12.3. Any conflict of interest arising from Stake One will be managed in accordance with Stake's conflicts of interest policy and Clause 21.3. For the avoidance of doubt, Investors retain the right under Clause 12.3 to vote on the appointment, change or removal of the Property Manager, including Stake One.

12.2. 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.

12.3. 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 to meeting the contractual obligations of the PC 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 (within a 72 hour voting period.)
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 – (within a 72 hour voting period.)

Approval for any modification in the initial Investment Period (including Fix n' Lease) Details relating to Fix n' Flip Investments are subject to Clause 4.3.20. **Approval of the Final Sale (including Fix n' Lease)**	Clause 4.2.2 Clause 4.2.4	Simple Majority Vote (within a 72 hour voting period.)
Appointment, change, or removal of the Property Manager (including Fix n' Lease)	Clause 12.1	Simple Majority Vote (within a 72 hour voting period.)
In the event an offer is received below projected selling price at the time of listing a Fix n' Flip	Clause 4.3.18	Simple Majority Vote (within a 72 hour voting period.)
Change in investment strategy of Fix n' Flip	Clause 4.3.16	Simple Majority Vote (within a 72 hour voting period.)
Change of Leasing Strategy (including Fix n' Lease)	Clause 12.2	Simple Majority Vote (within a 72 hour voting period.)
Appointment, reappointment, change or removal of the Directors of PC at incorporation	Clause 10.2	Simple Majority Vote (within a 72 hour voting period.)
Legal proceedings on behalf of the PC where the projected legal costs exceed AED 15,000 or the PC does not have sufficient funds available to meet those costs (including Fix n' Lease)	Clause 11.5	Simple Majority Vote (within a 72 hour voting period.)
Other	N/A	Simple Majority Vote (within a 72 hour voting period.)

12.4. When organizing a voting process, we (through our email contact@getstake.com and/or App) 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.

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

12.6. You agree that:

12.6.1. 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;

12.6.2. 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;

12.6.3. 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

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

12.7. Sale Request by Investors.

12.7.1. Subject to Clause 2.25, 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.

12.7.2. 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 and/or the PC to identify potential buyers for the Property in good faith.

12.7.3. In the event the Sale Request Notice is approved based on a Simple Majority Vote in accordance with clause 12.3 above, Stake and/or the PC 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.

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

12.7.5. 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.

12.7.6. 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.

12.7.7. 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.

12.7.8. 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.

12.8. If, at any time following approval of the Investors to sell the Property, the PC and/or Stake procures a buyer for the Property pursuant to this Agreement and the Administration Agreement as notified by PC and/or 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 the PC and/or 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.

12.9. 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.

13. ONGOING STATEMENTS AND VALUATIONS

13.1. 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.

13.2. The Estimated Valuation of your Investor Shares will be done on a semi annual 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.

14. STAKE FEES TO INVESTORS

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

14.1.1. Acquisition fee of 1.5% of the Funding Target are owed to Stake by the end of the "Cooling Off Period" and at which point will no longer be refundable. (the "**Acquisition Fee**");

14.1.2. KYC and AML charge of 0.20% of the Funding Target are owed to Stake by the end of the "Cooling Off Period" and at which point will no longer be refundable. (the "**Upfront KYC & AML Fee**"); and

14.1.3. 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.

14.1.4. 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.

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

14.3. 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:

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

14.3.2. 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**").

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

14.5. 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 and are non-refundable

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

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

15. REPRESENTATIONS

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

15.1.1. You are legally entitled to make the Investment;

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

15.1.3. 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;

15.1.4. 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;

15.1.5. 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;

15.1.6. You understand that fraud and fraudulent misrepresentation constitute serious crimes and are punishable with imprisonment and/or fines under the applicable laws of the DIFC and the UAE. 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;

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

15.1.8. 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;

15.1.9. 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;

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

15.1.11. 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 DFSA;

15.1.12. 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;

15.1.13. You agree that your Investment will be held in the form of Investor Shares in a PC. 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;

15.1.14. 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;

15.1.15. 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

15.1.16. 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.

15.2. 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.

15.3. 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 in a PC, 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.

15.4. 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.

15.5. 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.

16. TRANSFERS

16.1. 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:

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

16.1.2. 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;

16.1.3. 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;

16.1.4. 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.

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

16.2. 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.

16.3. **Interim Transfer of Economic Ownership during the Exit Window**

16.3.1. Immediately upon Stake confirming that a Buyer and Seller have been matched and the purchase price has been paid in full with Transaction Confirmation, the Buyer (transferee) shall be deemed the "Economic Rights Holder" of the relevant Investor Shares. From that moment, the Buyer is entitled to all economic benefits of those shares, including rights to receive any dividends or other distributions and to enjoy any increase in value, until the Buyer's name is entered in the official Register of Shareholders.

16.3.2. After the "Transaction Confirmation" and until the legal transfer is completed, the Seller (transferer) retains legal title to the affected Investor Shares in name only. During this "Beneficial Assignment Period" (the interim period before the Buyer is registered as Shareholder), the Seller shall not derive any economic benefit from those shares post confirmation, as such benefits belong to the Buyer and the Seller's legal ownership is purely administrative pending registration. Upon receipt of the "Transaction Confirmation", the Seller shall relinquish all rights to any dividends in their entirety and shall not be entitled to any pro rata distribution.

16.3.3. Both parties to the transfer explicitly agree to this temporary separation of economic and legal ownership. By proceeding with an Exit Window transaction, the Buyer agrees that legal title will follow later upon the successful completion of the shareholder registration update of the PC, and the Seller agrees that they relinquish all and any economic rights from the point of Transaction Confirmation.

16.3.4. Stake will update the PC's Register of Shareholders to reflect the Buyer as the new legal owner of the Investor Shares as soon as practicable after all required procedures are completed (including any necessary company registration procedures). The legal title transfer to the Buyer is effective only upon this formal update of the shareholder register, which is anticipated to occur approximately five (5) weeks (the transfer is dependent on governmental parties and is not the sole responsibility of Stake) from the "Transaction Confirmation."

16.3.5. During "the Beneficial Assignment Period", the Seller shall not, in any capacity, exercise or purport to exercise any voting rights attached to the transferred Investor Shares. All such voting rights shall be deemed assigned and transferred to the Buyer at point of "Transactional Confirmation" and shall be exercisable exclusively by the Buyer. This arrangement is intended to ensure that the Buyer retains full decision-making authority over the transferred shares during the Beneficial Assignment Period and that the Seller shall not influence, directly or indirectly, any matters that could affect the Property, the Investment, or the Buyer's economic or strategic interests, thereby ensuring equitable treatment of all Investors.

17. TERMINATION AND VARIATION

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

17.1.1. Stake becomes insolvent;

17.1.2. 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;

17.1.3. 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

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

17.2. If upon termination of this Agreement you hold Investor Shares in a PC, 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 and the Articles of that PC until your Investor Shares are transferred in accordance with Clauses 15.3 or 16 above.

17.3. 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 14-day prior written notice 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.

18. CONTIGENCY PLANNING

18.1. 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.

18.2. 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.

18.3. 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 PC 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.

19. LIMITATION OF LIABILITY

19.1. 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.

19.2. 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 laws of the DIFC and legislation administered by the DFSA. We do not aim to limit and/or to reduce our duty of care in relation to providing services via Platform.

19.3. 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.

20. INDEMNITY

20.1. 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:

20.1.1. Any breach of this Agreement by you;

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

20.1.3. Any violation of applicable laws or regulations; or

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

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

21. REGULATORY DISCLOSURES

21.1. Based on the DFSA rules, Stake initially classifies all Investors as Retail Clients. Subject to your eligibility under certain criteria provided by the DFSA, 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.

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

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

22. FEEDBACK AND COMPLAINTS

22.1. 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.

22.2. 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.

22.3. In the immediate term, DFSA regulations 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.

22.4. 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 DIFC Data Protection Laws. You may object to such disclosure at any time provided it is on reasonable grounds and documented in writing.

22.5. 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.

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

23. GENERAL TERMS

23.1. 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.

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

23.3. Subject to the DIFC rules, 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.

23.4. 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.

23.5. 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.

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

23.7. 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.

23.8. 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.

24. Shariah Compliance

24.1. 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.

24.2. 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.

24.3. In relation to the Shariah Compliant Investments, clause 23.7 shall be applicable and DIFC 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.

25. CONTACTS

25.1. 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

APPENDIX 1

ADMINISTRATION AGREEMENT

A. PARTIES

This administration agreement ("**Administration Agreement**") is entered into on the date [□] ("**Execution Date**"). Between:

Stake Properties Limited, a company limited by shares incorporated and registered in the Dubai International Financial Centre ("**DIFC**") with company registration number 4082 based at Gate Avenue South Zone, Level 1, Office 186-188-190, DIFC, PO Box 506664, Dubai, United Arab Emirates ("**Stake**"); and

[*Insert the relevant Prescribed Company name*], a special purpose vehicle incorporated and registered in the DIFC with company registration number [□]) and with a registered office located at DIFC, Dubai, UAE (hereinafter as "**Company**").

This Agreement along with the General Terms of Use, Data and Privacy Policy and Terms and Conditions (as defined in paragraph C(m) below) constitute a single legal arrangement between the Company and Stake.

B. RECITAL:

WHEREAS, the Company desires to appoint Stake, and Stake agrees to be appointed, to administer the affairs of the Company under the terms and conditions of this Administration Agreement;

NOW, *THEREFORE*, in consideration of the mutual promises and covenants contained herein, the Parties intending to be legally bound hereby agree as follows.

C. INTERPRETATION

In this Administration Agreement:

(a) The terms and expressions once defined in this Administration Agreement, or any document referred hereunder, shall have the meanings ascribed to them in this Administration Agreement or the respective document referenced herein;

(b) Where a word is used in singular form, the same will be deemed as if it includes the plural form. The words denoting one gender will be deemed to denote every gender and the word person, in addition to natural person, refers to a corporation, partnership, cooperative society and all kind of other body and entity;

(c) Any technical term used hereunder, which is defined in the Act or any other applicable law, shall have the same meaning as defined in such Act or applicable law.

(d) A reference to any rules, regulations or law shall include their latest version unless expressly provided otherwise;

(e) Any references to this Administration Agreement or any other document will, where it is relevant and appropriate, be deemed as references to the latest version of this Administration Agreement or such other document as amended, varied, novated, supplemented, and/or replaced with any other terms in any manner;

(f) If either Party has undertaken not to do any act, the same shall be construed that such Party has also undertaken not to permit, suffer, assist and otherwise cause to do such act and if such Party has undertaken to do an act, the same shall be deemed that such Party has undertaken to refrain from doing of such act or thing which is inconsistent with the doing of such act or thing.

(g) The heading and numbers to any provision of this Administration Agreement are given for the purpose of reference only and will not affect its interpretation in any manner;

(h) **Act** refers to the latest version of the Companies Law DIFC Law No. 5 of 2018 including any statutory modification or re-enactment of it from time to time in force;

(i) **Articles** mean the Articles of Association of the Company;

(j) **Business Day** means any day on which it is permissible in the UAE to carry out business and not being Friday, Saturday or any official public holiday;

(k) **Confidential Information** includes the terms and conditions of this Administration Agreement and all other agreements, understandings, arrangements, negotiations, business meetings, business secrets, and personal information entered into, made, and disclosed between the Parties in connection with the subject matter of this Administration Agreement;

(l) **DFSA** is an abbreviation of the Dubai Financial Services Authority;

(m) **Terms and Conditions** means the agreement between Stake and the Shareholders for the purpose of investing in the Property.

(n) **Parties** mean the parties which have executed this Administration Agreement and **Party** means each of them individually;

(o) **Personal Data** refers to any information or data of any individual held by any Party which can be used, either alone or together with any other information or data currently held by such Party or may hold in future, to identify such individual;

(p) **Process** means storing, interpreting, copying, integrating using and sharing any Personal Data or taking any action in connection with the same;

(q) **Property** means the property acquired or to be acquired by the Company for the purpose of Investment under the Terms and Conditions;

(r) **Sales Taxes** means any applicable sales tax, VAT or similar tax liabilities imposed by law;

(s) **Services** refer to the Services listed in Schedule 1; and

(t) **Shareholders** refer to the individuals or entities listed on the DIFC Register of Shareholders of the Company.

1. ENGAGEMENT

1.1 The Company hereby engages Stake to provide the Company with the Services under this Administration Agreement.

1.2 This Administration Agreement shall come into force and become effective immediately after incorporation of the Company.

1.3 At incorporation, the PC will be wholly owned by Stake and the following individuals shall be appointed at incorporation as Directors of the PC: (a) Rami Tabbara; and (b) Manar Mahmassani,. Upon reaching the Funding Target, the PC will be transferred from Stake to the Investors. The Investors shall have the right to appoint and/or remove the existing Directors of the PC pursuant to a Simple Majority Vote in accordance with clauses 12.3 and 12.4, the Articles and applicable laws.

1.4 Appointment, re-appointment, termination or removal of Directors shall be in accordance with the Articles of the Company and applicable law.

1.5 Acting in good faith, Stake shall use reasonable endeavors to provide full assistance to the Company in all matters in connection with the administration of the Company as per the Services set out in Schedule 1.

2. TERM AND TERMINATION

2.1. This Administration Agreement shall become effective on the Execution Date and shall expire on the date when the Property is sold by the Company.

3. COMPANY OBLIGATIONS

3.1. The Company hereby agrees to:

3.1.1. Do all such things necessary to facilitate an orderly provision of the Services by Stake;

3.1.2. Allow Stake to access the Property or any other areas of the Company which Stake reasonably requires for the performance of the Services or any other obligation under this Administration Agreement;

3.1.3. Allow the Property Manager to access the Property for the performance of the services under the Property Management Agreement.

3.1.4. Ensure timely transmission of accurate information as may be requested by Stake acting reasonably;

3.1.5. Be responsible for insuring the Property sufficiently. Stake will provide assistance to the Company to enable it to obtain appropriate takaful/insurance and manage any claims process in a timely and organized way; and

3.1.6. Pay all applicable fees and charges when the same fall due.

4. ADMINISTRATIVE FEES AND OTHER EXPENSES

4.1 In exchange for the Services, the Company shall pay ongoing fees to Stake as provided hereunder:

4.1.1 Annual Administrative Fees.

4.1.2 Annual KYC & AML Fees.

4.2 For the avoidance of doubt, payments of all fees to Stake will be subject to VAT and other applicable taxes in the UAE.

4.3 The Company shall additionally be liable to pay for all third-party expenses, charges, fees, and costs incurred or arranged by Stake on behalf of the Company, including for any matters beyond the scope of the Services, in order to appropriately satisfy its obligations under this Administration Agreement (the "**Third Party Expenses**"). This includes, without limitation, all utilities costs, repair and maintenance works, community and service charges, and fees for periodic property valuations. The list of such costs can be found **here**.

4.4 The fees in 4.1.1 and 4.1.2 will be charged and recovered on monthly or quarterly basis depending on the case as soon as invoiced by Stake, subject to clause 6.1. Any Third-Party Expenses will be covered in a manner stated in clause 5.

4.5 All invoices payable by the Company shall be settled as soon as practicable in accordance with the payment terms of the relevant invoice.

4.6 All invoices issued in connection with any Third-Party Expenses incurred by Stake and/or any reimbursable expenses will be supported with relevant copies of receipts verifying such payments which will be kept on record.

5. **PROPERTY COSTS**

5.1. If a material cost arises in the provision of the Services which exceeds 5% of the Property Price (a "**Material Cost**") which cannot be met from rental income derived from the Property, Stake will promptly inform the Company to that effect and will work closely with the Company to agree with the Company as to how to proceed.

5.2. In the event that a Material Cost cannot be paid by the Company when payable, Stake shall be permitted to make payment of the Material Cost on the Company's behalf. Until such time as Stake has been reimbursed in full the amount of the Material Cost, the Company shall apply in repayment of such Material Cost (i) all rental income received, (ii) all capital injected by the shareholders into the Company and (iii) any other revenue received by the Company. The reimbursement of the Material Cost shall be structured in a Shariah-compliant manner.

5.3. If Stake receives a payment for application against amounts due to it that is insufficient to discharge all amounts, then due and payable in respect of a Material Cost, Stake shall apply that payment toward payment of the outstanding Material cost.

6. LEGAL & COMPLIANCE

6.1. Stake warrants that it shall operate in accordance with all applicable laws and ensure ongoing maintenance of all relevant licenses, authorizations, permissions, and regulatory approvals (the "Compliance Documents") required to perform its obligations under this Administration Agreement. Upon its request, Stake shall furnish any Compliance Document to the Company without undue delay.

7. CONFIDENTIALITY

7.1. The Parties agree that the content of this Administration Agreement and the Confidential Information shall be kept strictly confidential, and no Party shall use the Confidential Information other than in connection with the performance of contractual obligations under this Administration Agreement.

7.2. Notwithstanding anything stated to the contrary, either Party may disclose the Confidential Information, or part thereof:

a) To its officers and employees on a need-to know basis provided that they are made aware of the obligations under this Administration Agreement and take all reasonable steps to comply with this confidentiality clause;

b) To its advisers, agents, or consultants on a need-to know basis in the performance of their professional duties;

c) To fulfill any legal requirements, or comply with the rules of professional practice, any applicable laws or order of any competent court or legitimate authority;

d) To any potential or current Investor;

e) Subject to the execution of a non-disclosure agreement with substantially similar provisions as provided hereunder, to any third party bona fide potential buyer of the Property or business of any Party if such part of the Confidential Information is relevant in the context of the proposed transaction;

f) Where the information is known to such Party prior to disclosure under this Administration Agreement;

g) Where the information was received from any third party without a duty of confidentiality or other disclosure restrictions; or

h) Where the information becomes generally available in the public domain unless such information was released in breach of this confidentiality clause.

7.3. The provisions of this clause shall survive the termination or expiry of this Administration Agreement to the extent they remain relevant.

7.4. Upon termination of this Administrative Agreement, each Party shall either destroy (and certify as to the destruction) or return or make available for collection by the other Party all documents received under this Agreement containing the Confidential Information within five (5) business days of the termination date. Confidential Information obtained under professional privilege as provided by law is exempt from the requirements under this clause.

8. **ASSIGNMENT**

8.1. Stake reserves the right to assign, transfer, subcontract any or all of its rights and obligations under this Administration Agreement by giving a seven (7) days written notice to the Company provided that; (i) doing so shall not adversely affect your rights or obligations under this Agreement; and (ii) the assignee is to Stake's reasonable satisfaction able to provide an equivalent level of service and regulatory and commercial assurance.

9. TERMINATION AND VARIATION

9.1. Any amendment made by the Parties to this Administration Agreement shall be binding and effective if entered into in writing by the Company and Stake (emails included) pursuant to a Simple Majority Vote. Following an agreed amendment, the relevant change shall be communicated to the Investors through the Platform or through their email address registered with the Company.

9.2. Without affecting any other right or remedy available to it, either Party may terminate this Administration Agreement by giving a 90-day written notice to the other Party.

10. VALIDITY OF AGREEMENT

10.1. Each Party makes warranties and representations to the other that:

(a) It has full legal capacity and authority to execute this Administration Agreement and perform the obligations set out herein;

(b) The representatives of each Party who are signatories to this Administration Agreement have the necessary authority to enter into the Administration Agreement on the behalf of respective Party; and

(c) Its legal, valid, and binding obligations shall be in full force and effect upon execution of this Administration Agreement.

11. NOTICES

11.1. 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.

11.2. 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 courier, upon expiry of two business days; and (c) where the Notice is sent through email, on the next business day.

12. **MISCELLANEOUS**

12.1. No amendments or variations to this Administration Agreement shall be effective unless the Parties agree the same in writing (emails included).

12.2. This Administration Agreement forms the entire agreement between the Parties in respect to the concerned matters, superseding any previous, written, or oral agreements between the Parties in respect to those matters.

12.3. No provisions or terms shall be implied whether by custom, traditions, usage or otherwise into this Administration Agreement unless otherwise required by applicable laws.

12.4. Each Party acknowledges that it has not relied on any warranty, representation or covenant which has not been included in this Administration Agreement. Nothing in this clause is intended and shall be interpreted to exclude any liability for fraud, misrepresentation, or offence.

12.5. Nothing in this Administration Agreement shall not be intended or interpreted to form a joint venture or partnership between the Parties. There are no arrangements that permit any Party to act on the behalf of the other Party in any way or for reasons which are not mentioned in this Agreement.

12.6. No third party can enforce any provision of this Administration Agreement, unless otherwise provided hereunder to the contrary. The Parties may make amendments in this Administration Agreement to the effect of restricting and/or eliminating any third-party rights to enforce this Administration Agreement without obtaining the consent of any such third party.

12.7. In the event that any provision of this Administration Agreement has been determined by a competent court or legitimate authority to be illegal, invalid, or unenforceable (an "**Invalid Provision**"), the same will be severed from this Administration Agreement and the remaining provisions will continue to be legal, valid, and enforceable as if the Invalid Provisions were never included.

12.8. Any failure to exercise or delay in exercising a right or remedy provided under this Administration Agreement or by the applicable laws (a "**Lawful Right**") does not form a valid waiver of such Lawful Rights or any other rights or remedies. A single failure to exercise or partially exercise a Lawful Right does not prevent any exercise or further exercise, in full or in part, of any other Lawful Rights.

12.9. Any deadline, date, or period stated in connection with any performance under this Administration Agreement may be extended by mutual agreement of the Parties in writing (emails included).

12.10. Except as expressly provided in this Administration Agreement, the rights of the Parties hereunder are in addition to and do not exclude or limit any other rights or remedies provided by law.

12.11. This Administration Agreement shall be binding and in effect to the benefit of the Parties and their successors, legal heirs, personal representatives and permitted beneficiaries and/or assignees.

12.12. This Administration Agreement may be executed in as many counterparts as appropriate. Each such counterpart forms an original when executed, but all the counterparts collectively constitute the original agreement.

12.13. This Administration Agreement shall be governed by and construed in accordance with DIFC law. Each Party hereby submits to the exclusive jurisdiction of the DIFC Courts.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED, On the day of ___20___

_____	_____
Company	**Stake Properties Limited**

Schedule 1

DESCRIPTION OF SERVICES

Pursuant to the Administration Agreement, Stake shall provide the following non-exhaustive list of services relating to the Property and the Company (the "**Services**"):

a. Handling all statutory books, regulatory filings and communication with the official authorities on behalf of the Company;
b. Handling, supervising, and coordinating any voting process through the Platform required to be made in respect of the Company, including without limitations, decisions on exit, a change, removal or appointment in Property Manager, or any other similar strategic decision to be made by the Investors;
c. Acting as agent on the behalf of the Company to execute and handle property management agreement in respect of the Property;
d. Collecting, aggregating, and processing information regarding the Property and Company, and then raising the same to the attention of the Investors through the Platform.
e. Administering funds of the Company for the purpose of day-to-day management of income and expenses including without limitation, collecting rents, making purchases, paying fees, payment of maintenance charges, Third Party Expenses and distributing dividends;
f. Procuring and maintaining appropriate takaful/insurance cover for the Property;
g. As and when required, engaging an independent valuations consultant and ensuring a valuation is appropriately carried out in relation to the Property;
h. Subject to appropriate instruction by the Company or Shareholders, procuring the services of an agent to sell the Property;
i. Liaising and coordinating with the Property Manager; and
j. Such other services as may be required in the ordinary course of administrating the operations of the Property as per this Administration Agreement.

APPENDIX 2 – Revised Standard Articles of Association For Private Companies

REVISED STANDARD ARTICLES OF ASSOCIATION FOR PRIVATE COMPANIES

COMPANIES LAW, DIFC LAW NO. 5 OF 2018

[*INSERT COMPANY NAME*]

(the "**Company**")

A Private Company

1. INTERPRETATION

In these articles;

(i) the following terms shall have the meanings set opposite, if not consistent with the subject or context;

'**Articles**'	means these articles of association of the Company.
'**Board**'	means the board of Directors of the Company.
'**Directors**'	means the individuals or entities, as the case may be, appointed as directors for the time being of the Company.
'Incorporator'	means a person who agrees to subscribe for Shares in the Company and to whom Shares are allotted and issued upon incorporation of the Company.
"Investment Agreement"	means the investment agreement incorporated in the Terms and Conditions signed between each Shareholder and the Crowdfunding Platform Operator in relation to the incorporation and management of the Company.
'Law'	means the Companies Law No. 5 of 2018 including any statutory modification or re-enactment thereof for the time being in force.
'**Office**'	means the registered office of the Company.
'**Ordinary Resolution**'	means a resolution of a duly constituted general meeting of the Company's Shareholders passed by a simple majority of the votes cast

by or on behalf of the Shareholders entitled to vote in person or by proxy and voting at the meeting. It includes any unanimous written resolution of the shareholders entitled to vote, expressed to be an ordinary resolution.

'**Register of Directors**'	means the register or the Directors of the Company.
'**Register of Shareholders"**	means the register of Shareholders of the Company.
'Regulations'	means legislation made by the Board of Directors of the Dubai International Financial Centre Authority under the Law and are binding in nature.
'Secretary'	means the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
'**Shareholder**'	a person entered in the Register of Shareholders as the holder of a Share in the Company.
'Shares'	means ordinary shares in the Company.
'**Special Resolution**'	means a resolution in respect of which notice of intention to propose the resolution has been given, and that has been passed by the positive vote of Shareholders holding at least 75% of the Shares entitled to vote on the resolution.
'**the holder**'	means in relation to Shares the Shareholder whose name is entered in the Register of Shareholders as the holder of the Shares.
'Transmittee'	means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

(ii) unless the context otherwise requires, words or expressions defined in the Law, shall have the same meanings herein but excluding any statutory modification thereof not in force when these Articles become binding on the Company;

(iii) unless the context otherwise requires:

(a) words in the singular shall include the plural and vice-versa;
(b) words in the masculine shall include the feminine; and
(c) words relating to natural persons shall include companies, entities, associations, or bodies of persons whether incorporated or not.

(iv) the word "may" shall be construed as permissive and the word "shall" as imperative.

(v) the headings herein are for convenience only and shall not affect the construction of these Articles;

(vi) reference to a "Dirham" or "Dirhams" (or "AED") are references to the United Arab Emirate Dirham, legal currency of the United Arab Emirates;

(vii) references in these Articles to "writing", in relation to any document, instrument, certificate, notice, register or communication means a legible form of the information that is capable of being reproduced in tangible form, in any medium (including electronic means). For the avoidance of doubt, the Company may, with the consent of a Shareholder, communicate with that Shareholder by electronic means.

(viii) references to statutes are, unless otherwise specified, references to the laws, regulations, and other statutes of the Dubai International Financial Centre and, subject to paragraph (ii) above, include any modification or re-enactment thereof for the time being in force; and

(ix) where an Ordinary Resolution is expressed to be required for any purpose, a Special Resolution is also effective for that purpose.

2. COMPANY NAME

The Company's name is **'[*Insert company name*]**'.

3. COMPANY REGISTERED OFFICE

The Registered office of the Company will be situated in the Dubai International Financial Centre, Dubai, United Arab Emirates.

4. COMPANY OBJECTIVES

The sole business activity of the Company as described under the Commercial License issued to the Company is:

(i) a Crowdfunding Structure, which is a structure of one (1) or more persons established for the purpose of holding asset(s) invested into through a Crowdfunding Platform that is operated by a Crowdfunding Operator licensed by the DFSA; and

(ii) such other activities that are, in the opinion of the Directors to be ancillary or incidental to the sole principal business activity,

in accordance with the Law, Regulations and any other DIFC laws or laws applicable in the DIFC.

5. LIABILITY OF SHAREHOLDERS

The liability of Shareholders is limited to the amount, if any, unpaid on the Shares held by them in the Company.

6. SHARE CAPITAL

A. The authorized share capital of the Company is *[[Insert the total share capital that the company may issue, being no less than the value of the [Funding Target]] Dirham (AED_____.00)*] divided into *[NUMBER OF SHARES]* Ordinary Share(s) of *one Dirham (AED 1.00)* each.

B. No Share shall be issued for less than its nominal value.

C. The issued share capital of the Company is *[AED [Insert the total share capital of the company on incorporation equal to the Funding Target]* divided into *[NUMBER OF SHARES]* Ordinary Share(s) of *one Dirham (AED 1.00) each*.

7. COMPANY'S SHARES

A. Subject to the provisions of the Law and these Articles:

(i) without prejudice to any rights, entitlements or restrictions attached to any existing Shares, any Share may be issued with such rights, entitlements or restrictions as the Company may by Ordinary Resolution determine.

(ii) the Company may issue, or convert existing non-redeemable Shares, whether allotted or not, into redeemable Shares, on such terms and in such manner as the Board may determine.

B. No person shall be recognized by the Company as holding any Share upon trust and, except as otherwise provided by these Articles and by the Law, the Company shall not be bound by or recognize any interest in any Share except an absolute right of ownership.

8. CLASSES OF SHARES

A. If the share capital of the Company is divided into one class of Shares all of which have equal rights of one (1) share one (1) vote and rank pari passu. The class of Shares and the rights attached to any class may be varied through a Special Resolutions passed by the Shareholders of the Company.

B. The rights attached to any class of Shares issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking equally with the first-mentioned Shares.

9. SHARE CERTIFICATES

A. Upon a person becoming the holder of any Shares, the Company shall upon a request of the holder, issue to the requesting Shareholder, free of charge, one (1) or more share certificates for the Shares held by the Shareholder.

B. Every share certificate must specify:

(i) the number of Shares;

(ii) the class of Shares;

(iii) the nominal value of the Shares;

(iv) the amount paid up on the Shares; and

(v) any distinguishing numbers (if any) assigned to the Shares.

C. A single share certificate shall not be issued in respect of more than one (1) class of Shares.

D. If more than one (1) person holds a Share jointly, only one (1) share certificate may be issued and delivery of a share certificate to one (1) joint holder shall be a sufficient delivery to all of them.

E. If a share certificate is damaged, defaced lost or destroyed, that Shareholder is entitled to be issued with a replacement share certificate in respect of the same Shares, and:

(i) may request a single share certificate or separate share certificates to be issued;

(ii) shall return the damaged or defaced share certificates (if any) to the Company; and

(iii) shall comply with such conditions as to evidence, indemnity, and the payment of a reasonable fee as the Directors may determine.

10. LIEN OVER PARTLY PAID SHARES

A. The Company has a lien over every Share that is not fully paid for all amounts payable to the Company (whether presently payable or not) in respect of that Share.

B. The Directors may at any time declare any Share to be wholly or partly exempt from the Company's lien.

C. The Company's lien on a Share:

(i) takes priority over any third party's interest in that Share; and

(ii) extends to any amounts payable in respect of it.

D. The Company may sell any Share it has a lien over, if a sum is payable on the Share and is not paid within fourteen (14) days' from the date on which notice was given to the Shareholder of

the Share or to the person entitled to it by reason of the Shareholder's death, bankruptcy or otherwise, demanding payment and stating that if the notice is not complied with the Shares may be sold.

E. The Directors may authorize a person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser. The purchaser's (or its nominee's) title to the Shares shall not be affected by any irregularity or invalidity in relation to the sale.

F. The net proceeds of any such sale, shall be applied in payment of the amounts payable to the Company under the lien at the date of enforcement, and any remainder shall (subject to a like lien for any moneys not presently payable on the Shares before the sale) be paid to the Shareholder entitled to the Shares immediately prior to the sale.

11. CALLS ON SHARES AND FORFEITURE

A. Subject to the terms of allotment, the Directors may make calls upon the Shareholders in respect of any moneys unpaid on their Shares and each Shareholder shall (subject to receiving at least fourteen (14) clear days' notice specifying when and where payment is to be made) pay to the Company, as required by the notice, the amount called on the Shares. A call may be required to be paid by installments.

B. The Directors may, in whole or in part, revoke or postpone a call.

C. Shareholders shall remain liable for calls made upon them notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

D. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed.

E. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of the Share.

F. If a call remains unpaid after it has become due and payable, the Shareholder is liable to pay a penalty on the amount unpaid from the day it became due and payable until it is paid, at the rate:

(i) fixed by the terms of allotment of the Share;

(ii) specified in the notice of the call; or

(iii) the Directors may determine (which shall not exceed 10% per annum),

but the Directors may waive payment of the penalty wholly or in part.

G. An amount payable in respect of a Share on allotment or at any fixed date, or as an installment of a call, shall be deemed to be a call and if it is not paid, the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

H. The Directors may, on the issue of Shares, differentiate between the Shareholders as to the amount of calls to be paid and the times of payment.

I. The Directors may, if they think fit, receive from a Shareholder the whole or a part of the amount remaining unpaid on Shares held by the Shareholder, although no part of that amount has been called up.

12. TRANSFER OF SHARES

A. The instrument of transfer of a Share may be in any form which the Directors may approve and shall be executed by or on behalf of the transferor and, if the shares are partly paid, the transferee.

B. The Directors may refuse to register the transfer of a Share if the Share is not fully paid or the instrument of transfer, the share certificate, and any other evidence that the Directors may reasonably require, are not duly filed at the registered office or the office of the agent that maintains the Register of Shareholders.

C. If the Directors refuse to register a transfer of a Share, they shall within fourteen (14) days' notify the transferee and transferor accordingly.

D. The Directors may suspend the registration of transfers of Shares at such times and for such periods (not exceeding thirty (30) days' in any year), as determined by them, acting reasonably.

E. No fee shall be charged for the registration of any instrument of transfer.

F. The transferor remains the holder of a Share until the transferee's name is entered in the Register of Shareholders as the holder of the Share.

G. The Company shall retain any instrument of transfer which is registered.

13. TRANSMISSION OF SHARES

A. If title to a Share passes to a Transmittee, the Company may only recognize the Transmittee as having any title to that Share.

B. A Transmittee who produces such evidence of entitlement to Shares as the Directors may properly require may, subject to these Articles, choose to either:

(i) become the holder of those Shares, in which case the Transmittee shall notify the Company in writing of that wish and once the Transmittee becomes the holder of the Shares has the same rights as the Shareholder had; or

(ii) have them transferred to another person, in which case the Transmittee must execute an instrument of transfer in respect of it in accordance with article 12.

C. The Transmittee shall only have the right to attend and vote at a general meeting or agree to a written resolution when the Transmittee becomes the holder of Shares and has successfully

complied with or completed all the necessary due diligence requirement as set out by the Company.

D. Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

E. If a notice is given to a Shareholder in respect of Shares and a Transmittee is entitled to those Shares, the Transmittee is bound by the notice if it was given to the Shareholder before the Transmittee's name was entered in the Register of Shareholders.

14. ALTERATION OF SHARE CAPITAL

A. The Company may through a Special Resolution:

(i) increase its share capital by creating new Shares;

(ii) consolidate and divide all or any of its Shares (whether issued or not) into Shares of a larger amount than its existing Shares;

(iii) sub-divide its Shares, or any of them, into Shares of a smaller amount; and

(iv) cancel Shares which, at the date of the passing of the Special Resolution, have not been taken or agreed to be taken by any person and diminish the amount of the Company's share capital by the amount of the Shares so cancelled.

B. Any fractions of Shares resulting from a consolidation of Shares may be sold by the Directors on behalf of the Shareholders and the net proceeds distributed proportionately amongst those Shareholders.

C. The Company may, in accordance with the Law, reduce its share capital in any way and on such terms as it may decide.

15. PURCHASE OF OWN SHARES

Subject to the provisions of the Law, the Company may purchase its own Shares.

16. GENERAL MEETINGS

The Directors shall call, or on the requisition of Shareholders or in accordance with the Law, general meetings.

17. REQUISITION AND NOTICE OF GENERAL MEETINGS

A. Subject to the Law, a general meeting shall be called by email at least seven (7) days' notice and in writing to all the Shareholders, the Directors and auditors.

B. In accordance with the Law, if a general meeting is called by a notice period shorter than 14 days, it is deemed to have been duly called if it is so agreed by a majority of Shareholders together holding not less than ninety per cent (90%) of the share capital represented by the Shares.

C. Notices of general meeting shall specify:

a. the matters to be considered;
b. any supporting documents;
c. the link through which Shareholders are able to vote; and
d. the voting schedule and the deadline to complete the voting.

Shareholders who do not respond within the specified deadline will be considered as having abstained and their votes associated with their Shares will be excluded from the total votes. Reminders will be sent to all Shareholders halfway through the specified deadline and 24 hours ahead of expiry of the deadline.

C. The proceedings of a meeting are not invalid solely because of the inadvertent failure to give notice of the meeting to, or the failure to receive notice of a meeting by, any person entitled to receive such notice.

18. PROCEEDINGS AT GENERAL MEETINGS

A. Except in the case of the Company having a single Shareholder who is entitled to vote, in which case resolutions will be adopted in writing by the single Shareholder who is entitled to vote, no meeting shall take place unless a quorum is present. Two (2) persons entitled to vote shall constitute a quorum. The quorum shall be determined at the expiry of the voting deadline set out in the notice of general meeting and shall be equal to the number of votes submitted at the expiry of the voting deadline.

B. A resolution may be passed in writing in accordance with the Law.

19. VOTES OF SHAREHOLDERS

A. Every Shareholder who is entitled to vote, including the representative of a body corporate Shareholder, shall have one (1) vote for every Share held.

B. Except for matters requiring a Special Resolution under the Law and in accordance with clause C below, decisions are passed by an Ordinary Resolution.

C. In relation to regular property investments and Fix n'Lease the Company shall not, without a Simple Resolution of Shareholders:

(i) modify the initial Investment Period;

(ii) initiate the sale of the Property; and
(iii) take any other decision deemed material by the DFSA

D. In relation to Fix n' Flip investments the Company shall not, without a Simple Resolution of Shareholders:

(i) modify the initial Investment Period;
(ii) initiate the sale of the Property, below the projected price; and
(iii) take any other decision deemed material by the DFSA

For the avoidance of doubt the company can auto sell a property, if the Company is able to attain the projected price, without the need to call for a vote.

For the purposes of this clause "**Investment Period"** and "**Property"** shall have the meaning ascribed to them in the Terms and Conditions.

20. NUMBER OF DIRECTORS

A. The Company shall have at least one (1) Director.

B. All of the Company's Directors from time to time shall be appointed or removed by the Shareholders.

21. ALTERNATE DIRECTORS

A. Any Director may appoint any other Director or any other person approved by the Directors to act as his alternate and may remove the alternate Director so appointed. The alternate Director shall perform all the functions of his appointer as a Director but is not entitled to remuneration for his services.

B. An alternate Director shall be given notice of all meetings of which his appointor is entitled to receive notice and is entitled to attend and vote at such meetings.

C. An alternate Director holds office for as long as his appointor holds office unless he is removed by written instrument by his appointor.

D. Any appointment or removal of an alternate Director shall be given to the Secretary (if one (1) has been appointed) or to a Director of the Company.

E. Unless otherwise provided, an alternate Director shall not be regarded as the agent of his appointor but shall be responsible for his acts or omissions.

22. POWERS OF DIRECTORS

A. Subject to the Law and these Articles the business of the Company including but not limited to the purchasing and selling of Property on behalf of Shareholders, shall be administered by the Directors. No subsequent amendment to these Articles shall invalidate any act of a Director or the Directors.

B. The Directors may appoint a person to be the agent of the Company.

23. DELEGATION OF DIRECTORS' POWERS

A. The Board may delegate any of its powers:

(i) to such person or committee;

(ii) by such means;

(iii) to such extent;

(iv) in relation to such matters or territories; and

(v) on such terms and conditions,

as they think fit.

B. If the Board so specifies, any such delegation may authorize further delegation of the Directors' powers by any person or committee to whom they are delegated.

C. The Board may revoke any delegation in whole or in part or alter its terms and conditions.

24. SHAREHOLDERS RESERVE POWER

The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution shall invalidate anything that the Directors have done before the passing of the resolution.

25. APPOINTMENT OF DIRECTORS

A. The first Directors of the Company shall be appointed in writing by the Incorporators.

B. A person shall not be appointed as a Director at a general meeting unless he has been recommended by the Directors or a Shareholder and details of the proposed Director have been included in the notice of meeting at which the appointment shall be considered. The details shall include at least the information that would be included in the Register of Directors if the person were appointed.

C. If the Company is permitted by the Law to have and has only one (1) Director, that Director may by notice to the Company appoint a person who, upon the death or incapacity of the Director

within the meaning of article 26(iii), will become a Director in his or her place, and upon that person giving notice to the Company that such death or incapacity has occurred, the person will become a Director in the place of the Director who has died or becomes incapacitated. The Company shall not be bound to inquire as to the correctness of the contents of such a notice.

D. Subject to this article 25, articles 26(iii) and 30(D), additional Directors may be appointed by the Company by Ordinary Resolution as long as the total number of Directors does not exceed any maximum number of Directors stipulated by the Law, Regulations, or these Articles.

26. DISQUALIFICATION AND REMOVAL OF DIRECTORS

A Director's office is automatically vacated if he:

(i) is prohibited by the Law or Regulations from being a Director;

(ii) becomes bankrupt;

(iii) is, by virtue of any mental or physical disability, incapable of acting;

(iv) without permission, does not attend three (3) successive meetings of the Board;

(v) resigns his office by giving notice to the Company; or

(vi) is removed by an Ordinary Resolution of the Company.

27. REMUNERATION AND EXPENSES OF DIRECTORS

The Directors shall receive such remuneration as the Company determines by Ordinary Resolution and shall receive payment of all expenses incurred in association with the carrying out of their duties as Directors.

28. DIRECTORS' APPOINTMENTS AND INTERESTS

Subject to the Law and Regulations, the Directors may appoint one (1) or more of their number to the office of managing Director or to any other executive office under the Company. Such appointment, agreement or arrangement may be made upon such terms as the Directors determine. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director. A managing Director and a Director holding any other executive office shall not be subject to retirement by rotation.

29. DIRECTORS' GRATUITIES AND PENSIONS

The Directors may provide benefits, including gratuities and pensions, of any kind for any present or past Director or his family.

30. PROCEEDINGS OF DIRECTORS

A. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary (if one (1) has been appointed) at the request of a Director shall, call a meeting of the Board.

B. Any matters arising at a meeting shall be decided by a majority of votes with the chairperson having a second or casting vote in the case of equality of votes.

C. Except in the case of the Company having a single Director, in which case decisions of the Director will be adopted or recorded in writing, no meeting of the Board shall take place, or no business will be transacted unless a quorum is present at the meeting. The quorum for the transaction of the business of the Board shall be two (2) or any other number fixed by the Directors.

D. If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or calling a general meeting. If a quorum is not present within half an hour from the time stated for the meeting, the meeting shall be adjourned to a place and time determined by the Directors. If during the meeting a quorum ceases to be present the meeting shall be adjourned to a place and time determined by the Directors.

E. The Directors shall appoint one (1) of their number to be the chairperson of the Board who shall preside at all meetings and may at any time remove him from that office. If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within fifteen (15) minutes after the time appointed for the meeting, the Directors present may appoint one (1) of their number to be chairperson of the meeting.

F. All acts done by a meeting of the Board, or of a committee of Directors, or by a person acting as a Director shall be valid, notwithstanding any defect in his appointment or his disqualification from holding office, or that he was not entitled to vote, being discovered afterwards.

G. A decision of the Directors is taken in accordance with this article when eligible Directors indicate to each other by any means that they share a common view on the matter. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or which each eligible Director has otherwise indicated agreement in writing. References in this article to eligible Directors are to Directors who would have been appointed as Director of the Company entitled to vote on the matter had it been proposed as a resolution at a Director's meeting and the eligible Directors would have formed a quorum at such a meeting.

H. If in the opinion of the chairperson a matter required to be determined by the Directors is sufficiently urgent, the matter may be submitted to the Directors for consideration and provided that Directors constituting a quorum of a duly convened meeting either agree:

(i) with the proposed resolution of the matter; or

(ii) that the matter may be resolved in accordance with the decision of the majority of the Directors constituting a quorum, in the event of disagreement amongst the Directors,

and the matter shall be resolved in accordance with those communications (however made). Any decision made pursuant to this article will be notified to any Director who did not participate in the decision within two (2) days.

I. Any Director may validly participate in a Directors meeting through any means approved by the Board, provided that all the Directors participating in the meeting are able to hear and speak to each other during such a meeting. A Director participating (other than in person) shall be deemed to be present in person at the meeting, shall be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of participants is assembled, failing which the meeting is deemed to take place where the chairperson is physically located.

31. CONFLICT OF INTEREST

A. Subject to the provisions of the Law, and provided that the Director has disclosed the nature and extent of any material interests to the other Directors, a Director may be a party to, or interested in, any actual or proposed transaction or arrangement with the Company or in which the Company is interested.

B. For the purpose of this article:

(i) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice, in any transaction or arrangement in which the Company is interested, shall be deemed to be sufficient disclosure; and

(ii) an interest of which a Director has no knowledge and of which it is unreasonable to expect the Director to have knowledge shall not be treated as an interest of the Director.

C. A Director may vote at a meeting of Directors on any resolution concerning a matter in which the Director has a direct or indirect interest provided that the Director has disclosed the nature and extent of any material interests to the other Directors.

D. For the purposes of this article, an interest of a Director includes an interest of any person who is connected to the Director.

E. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

F. The Company may by Ordinary Resolution suspend or relax any provision of these Articles prohibiting a Director from voting at a meeting.

G. The chairperson of the meeting shall rule on any question arising at a meeting on the right of a Director, other than himself, to vote and his ruling shall be final and conclusive.

H. The Directors at the meeting shall rule on a question arising at a meeting on the right of the chairperson to vote, for which purpose the chairperson is not to be counted as participating in the meeting for voting or quorum purposes.

32. SECRETARY

Subject to the Law, a Secretary may be appointed and removed by the Directors who shall decide on the terms, remuneration and conditions of appointment.

33. MINUTES

The Directors shall cause minutes to be kept for recording:

(i) all appointments of officers made by the Directors; and

(ii) all proceedings at general meetings of the Company's Shareholders; of the holders of any class of Shares in the Company; and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

34. DIVIDENDS

A. Subject to the provisions of the Law, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the Shareholders, but no dividend shall exceed the amount recommended by the Directors.

B. Subject to the provisions of the Law, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, no interim dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. Provided the Directors act in good faith they shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights. There is no obligation on the Company to declare a dividend.

C. The Directors may recommend a general meeting to declare that a dividend may be satisfied wholly or partly by the distribution of assets. Where any difficulty arises in regard to the distribution, the Directors may determine the method of settlement.

D. Any dividend or other moneys payable in respect of a Share may be paid by cheque sent by courier to the registered address of the person entitled. If two (2) or more persons are the holders of the Share or are jointly entitled to it, to the registered address of that person who is first named in the Register of Shareholders or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled, or to such other person as the person or persons entitled may in writing direct, and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a Share as aforesaid may give receipts for any dividend or other moneys payable in respect of the Share.

E. No dividend or other monies payable in respect of a Share shall bear interest.

F. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited, and cease to remain owed by the Company.

35. ACCOUNTS AND AUDIT

A. No Shareholder shall have any right of inspecting any accounting records or other book or document of the Company except as conferred by Law or authorized by the Directors or by an Ordinary Resolution of the Company.

B. The Company shall appoint auditors to examine the accounts and report on them in accordance with the Law.

36. CAPITALISATION OF PROFITS

The Directors may with the authority of the Company:

(i) except as hereinafter provided, resolve to capitalize any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's Share premium account or capital redemption reserve;

(ii) appropriate the sum resolved to be capitalized to the Shareholders who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf in allotting any Shares or debentures issued as fully paid up Shares or debentures of the Company of a nominal amount equal to that sum or in payment of any amount unpaid on a share or debenture, or (with the consent of the holder of the Shares or debentures concerned) partly paid Shares or debentures. The Share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this article, only be applied in allotting Shares issued to Shareholders as fully paid;

(iii) make by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this article in fractions; and

(iv) authorize any person to enter into a binding agreement with the Company on behalf of all the Shareholders concerned providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalization.

37. NOTICES

A. Any notice required to be given to Shareholders under these Articles shall be in writing.

B. The Company may give any notice to a Shareholder:

(i) personally;

(ii) by post in a prepaid envelope addressed to the Shareholder at his registered address or by leaving it at that address.

(iii) in electronic form to an address nominated by the Shareholder and is treated as being delivered at the time it was sent; or

(iv) by any other means agreed between the Shareholder and the Company.

This article does not affect any provision in any law or these Articles requiring notices or documents to be delivered in a particular way.

C. In the case of joint holders of a Share, all notices shall be given to the joint holder whose name stands first in the Register of Shareholders in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

D. A person present, either in person or by proxy, at any meeting shall be deemed to have received notice of the meeting.

E. Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share.

F. Proof that an envelope containing a notice was properly addressed, prepaid, and posted is conclusive evidence that the notice was given 48 hours after it was posted. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

G. Proof that an electronic transmission was sent is evidence that the notice was delivered at the time it was sent.

H. A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder by sending or delivering it, at the address, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

38. INDEMNITY

The Company shall indemnify every Director or other officer or auditor of the Company in respect of any liability incurred in defending any proceedings to the extent allowed by the Law.

39. AMENDMENT OF THESE ARTICLES

These Articles may only be amended through a Special Resolution.

Signed by or on behalf of the **Incorporators.**

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By: **[*Insert name of Body Corporate Incorporator*]**
Name: [*Insert name of person signing on behalf of the Body Corporate Incorporator*]
Title: [*Insert Capacity e.g., Authorised Signatory, Director, etc*]
Date: