

FUNDING SOUQ: TERMS AND CONDITIONS FOR BUSINESSES

Below are the terms and conditions ("**Business Terms**") for Businesses (hereinafter referred to as "**Business/es**", "You" or "your"), registered on Funding Souq online platform ("**Funding Souq Platform**" or the "**Platform**") to avail financing from Investors registered on the Platform. Funding Souq Limited ("**Funding Souq**") is a company incorporated at Dubai International Financial Centre and is regulated by the Dubai Financial Services Authority (DFSA) under license no. F005822. Funding Souq has been endorsed by the DFSA to provide Islamic Financial Services through Islamic Window. These Business Terms govern the relationship between the Businesses and Funding Souq Limited ("Funding Souq", "we", "us", or "our"), encompassing the Shari'a compliant business conducted through Islamic Window.

Funding Souq represents that the business conducted through its Islamic Window is supervised by its Shari'a Supervisory Board (SSB). Details of the SSB are provided on its website and you may, at any time, request details of the manner and frequency of Shari's reviews.

By using the Funding Souq's website and utilizing any and all of its services, the Business confirms that it is hereby bound and required to comply with the Business Terms stipulated herein. These terms create legal obligations on the Business that have to be carefully read, understood and followed alongside Funding Souq's **General Terms** and **Privacy Policy**, all found on Funding Souq's website, www.fundingsouq.com, and may be subject to amendment without prior notice. Moreover, terms defined in the General Terms and Privacy Policy shall have the same meaning when used herein, unless otherwise defined herein.

The Murabaha Confirmation Agreement, Term Sheet, Promise to Purchase, and Murabaha Transaction as confirmed under the Murabaha Confirmation Notice (altogether referred to as a "**Murabaha Transaction**") and any other documents, as determined by Funding Souq, entered into between Funding Souq (acting for and on behalf of the Investors in its capacity as the "**Service Agent**"), Investor(s) (represented by Funding Souq), the Business, and in some circumstances, a guarantor for the Business (hereinafter collectively referred to as "**the Parties**"), shall govern the relationship between the Parties. Funding Souq has certain rights under the Murabaha Transaction to enable us to fulfil our role properly. If there is any conflict between these Business Terms and the Murabaha Transaction the terms of the Murabaha Transaction will prevail. Upon registration to use any and all services of Funding Souq, the Business will be invited to accept the Murabaha Transaction, binding the Business to the terms set out therein in its capacity as the recipient of financing facility in all financing transactions entered into by the Parties.

Representatives of a partnership, a company, or any other Business are required to provide proof that they are duly authorised to act and enter into the Murabaha Transaction on behalf of the Business.

Authorised agent may be permitted to make a funding request on behalf of a third party that will be the principal recipient of the financing facility, i.e. the Business, provided that it is able to furnish proof of its authority to act on the principal's behalf. The Business Terms shall equally apply to Businesses choosing to make Funding Request through authorised agents. Also, as the authorised agent applying on behalf of a principal Business, provided that the required documents are submitted, Funding Souq will treat the Funding Request as having been tendered with the principal Business's full authority.

The laws of the Dubai International Financial Centre shall govern these Business Terms together with the documents referred to in them, and any non-contractual obligations arising out of or in connection with them. The Business irrevocably submits to the exclusive jurisdiction of the DIFC Courts over any claim or matter arising under or in connection with the Business Terms.

If any clause or part of any clause of the Business Terms is found to be void, unenforceable or invalid, then it will be severed from the Business Terms. However, the remainder of the terms will

remain in full force and effect, provided that the severance has not altered the basic nature of the Business Terms.

Funding Souq's single or partial exercise of, or failure or delay in exercising, any right, power or remedy entitled to it shall not constitute a waiver of its rights. Similarly, it will not impair or preclude any further exercise of, that or any right, power or remedy arising under these Business Terms or otherwise.

Funding Souq may:

perform or delegate any of its obligations and exercise any of the rights granted to it herein, through a third party; and

assign any or all of its rights and obligations herein to any third party.

The Business Terms and the documents referred to herein set out the entire agreement between the Business and Funding Souq with respect to the use of Funding Souq online platform and website and shall supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) between them. Funding Souq may occasionally amend these Business Terms and notify the Business of any such changes on the terms on the website via email.

All disclaimers, indemnities and exclusions herein shall survive termination or expiry of the Business Terms.

1. Definitions used in these Business Terms

Business	means a business under a Murabaha Transaction or, as applicable, a corporate person who is applying for financing or has submitted a Funding Request through the Funding Souq Platform.
DFSA	means the Dubai Financial Services Authority.
DIFC	means the Dubai International Financial Centre.
Funding Souq Ltd.	means a company incorporated in the DIFC and regulated by the DFSA under licence no. F005822 to operate a crowdfunding platform and holds an endorsement to conduct Islamic Financial Business through Islamic Window to provide financing to Businesses in a Shari'a compliant manner, on the basis of Murabaha Transaction.
Funding Souq Platform	means the digital marketplace , operated by Funding Souq Ltd. that facilitates investment and financing between Investors, against funding requests submitted by Businesses, in a Shari'a compliant manner.
Investor	a person who has an Investor Account on the Funding Souq Platform, including those who provide or offer to provide financing to the Businesses, under a Murabaha Transaction .
Investor Account	means the client money account which shall receive the Investor's funds.
KYC	means know-your-customer assessments undertaken by Funding Souq to confirm the identity of an Investor and/or Business.

Parties	means the Business and Funding Souq, which are Parties to the Murabaha Transaction and these Business Terms for Businesses.
Permissions	means any and all necessary and appropriate permits, licenses, authorities, approvals, and waivers as may be required to enter into a Murabaha Transaction via Funding Souq Platform.
Shari'a Supervisory Board	means the Shari'a Supervisory Board of the Funding Souq, details and composition of which are published on its website
UIN	means the unique investor number allocated to an Investor upon their successful registration on the Funding Souq Platform.
Website	means www.fundingsouq.com and any other mobile application where you can access the same.

2. Shari'a Compliant Financing Facility

- 2.1 The Business acknowledges and agrees that the Investor(s) as a principal, have appointed Funding Souq as its Service Agent to act for and on its behalf to enter into Shari'a compliant financing transaction(s) with Business in accordance with the provisions of these Business Terms and Funding Souq hereby accepts such appointment.
- 2.2 The parties agree that this agency is effective from the date of registration of the Business and Investors on Funding Souq Platform, when these Business Terms are electronically accepted, for all the Murabaha Transaction entered into by Funding Souq for and on behalf of the Investors, with the Business and until all amounts payable to the Investors in respect of any Murabaha have been paid in full.

3. Murabaha Transaction :

- 3.1 Funding Souq provides Shari'a Compliant financing facility through its Funding Souq Platform, whereby the financing transaction between the Business and Investors is executed on the basis of Murabaha Transaction to accomplish Shari'a Compliance.
- 3.2 The Murabaha Transaction is executed at the trading platform of Dubai Multi Commodity Centre (DMCC).
- 3.3 The Business acknowledges and agrees to the execution of Murabaha Transaction in the following manner:
- 3.3.1 The process for execution of Murabaha Transaction will be initiated, only after the Funding Request submitted by the Business is approved by Funding Souq, after requisite AML/KYC due diligence and credit analysis.
 - 3.3.2 To facilitate Business and Investors in execution of Murabaha Transaction, Funding Souq will receive and acknowledge receipt of 'Promise to Purchase' on behalf of Investors, from Business with respect to Funding Request submitted by Business on Funding Souq Platform.
 - 3.3.3 In its capacity as the Service Agent of the Investors, Funding Souq will purchase commodities, underlying the Murabaha Transaction from any supplier on DMCC trading platform (from open market).

- 3.3.4 Once the commodities are purchased by Funding Souq for and on behalf of Investors, the Business agrees and acknowledges that it will be obliged to purchase those commodities from Funding Souq in accordance with its 'Promise to Purchase' commitment.
- 3.3.5 Upon acquisition of title to and possession of the commodities by the Investor, the Business will purchase those commodities from Funding Souq (acting the capacity of the Service Agent of the Investor) through the DMCC trading platform. This transaction will be executed by the DMCC trade agent appointed by Business.
- 3.3.6 Agreement will be signed by Business for appointment of DMCC trade agent as an independent and separate set of contractual documents. Funding Souq will facilitate Business in signing the said contractual documents with DMCC trade agent.
- 3.3.7 Murabaha Transaction in respect of the Funding Request by the Business will be concluded. The Business acknowledges and agrees that it will be obliged to pay AED Investors the Murabaha Transaction Purchase Price of Funding Request arising out of the Murabaha Transaction on a deferred basis.
- 3.3.8 The Business also acknowledges and agrees that Funding Souq is authorised and has rights under these Business Terms and other ancillary contractual documents to collect payments from the Business on each Deferred Payment Date and disburse it to Investors who participated in the Murabaha Transaction, on a pro-rata basis.
- 3.3.9 The Business agrees and acknowledges that it is obliged to sign all the requisite documentation issued by the DMCC trade agent and DMCC trading platform itself, that is required for execution and conclusion of the Murabaha Transaction.

4. Registering/Becoming a Registered Business on Funding Souq Platform

- 4.1 The applicant Business must meet the following minimum eligibility criteria to be able to secure financing through Funding Souq Platform:
 - 4.1.1 It must have a current valid company registration certificate or trade licence issued by the appropriate licensing authority;
 - 4.1.2 It must be a United Arab Emirates-based (UAE) entity (this can be any type of company, a free zone company, a professional licensee, a sole trader and a partnership);
 - 4.1.3 It must have a valid UAE bank account with a valid IBAN number to facilitate payment of any financing secured via Funding Souq;
 - 4.1.4 It must be able to provide a security cheque (s) for each instalment and a cheque for the full amount of all financings secured through Funding Souq Platform;
 - 4.1.5 It must have a permanent place of business;
 - 4.1.6 It must submit its details for publication on the website and partial disclosure to prospective Investors in accordance with the information for disclosure as set out below;
 - 4.1.7 It must have been actively trading (not dormant) for a continuous period of at least one (1) year;

- 4.1.8 The applicant, its directors, members, partners or proprietors (as applicable) must meet the minimum credit and fraud risk criteria as determined by Funding Souq. (Note that Funding Souq may secure a credit report from a recognised agency or third party to make such determination);
 - 4.1.9 It must not be a party to any ongoing legal proceedings or police investigations;
 - 4.1.10 it must not be a public body, a charity or a trust; and
 - 4.1.11 It must not be seeking finance on another crowdfunding site.
 - 4.1.12 It must ensure to stay Shari'a Compliant (not to engage in any business activity, deal in any commodity and/or provide any service which is not permissible under the principles of Shari'a/Islam) throughout during the tenure of the financing facility availed through FSL Platform. Any non-compliance, must be reported to the Firm immediately. The Firm reserves an exclusive right and discretion to decide upon the status of financing facility in such a situation as per the guidance of its Shari'a Supervisory Board.
- 4.2 The screening criteria are not limited to the list above. Funding Souq shall have sole discretion to reject any application made by the applicant Business as deemed appropriate, without any obligation to communicate the reasons behind any such decision. Note that Funding Souq's decisions on this matter shall be deemed final.
- 4.3 The Business will be directed to specify the sum of money it intends to raise through Funding Souq when it registers on the Platform.
- 4.4 Once registration is complete applicants will receive an email notification confirming the completion of the registration stage.
- 5. The Approval Process**
- 5.1 The Funding Souq will conduct Know Your Customer ("**KYC**") assessments including public searches on available information, as well as third party (including credit reference agencies) searches on all applicant Businesses.
- 5.2 Checks will comprise, but not be limited to, identity verification of the representative, the Business, key individuals associated with the Business, and its authorised agents, and will be based on Funding Souq's internal guidelines and policies.
- 5.3 Funding Souq will also obtain necessary information pertaining to business operations of the applicant Business to screen it through the Shari'a guidelines issued by Shari'a Supervisory Board of Funding Souq. This screening is aimed to ensure that the applicant Business is conducting its operations and activities in accordance with the principles of Shari'a and such activities and operations qualify for Shari'a compliant financing through the Platform.
- 5.4 The Business acknowledges and agrees that Funding Souq has the right to share the aforesaid information with its Shari'a Supervisory Board, to obtain necessary Shari'a approval.
- 5.5 Funding Souq will only be able to proceed with application of full set of KYC/AML procedures and credit analysis if the requisite approval is granted by the Shari'a Supervisory Board.
- 5.6 The Business agrees and acknowledges that Shari'a Supervisory Board's decision will be final and Funding Souq will not be obliged to provide and reason or explanation thereof to the applicant Business.

5.7 Client Classification:

As a DFSA regulated financial firm, Funding Souq is obliged to classify its clients in order to ensure that given their experience, knowledge and resources, the scope of regulatory protection provided to the clients is adequate. The Business represents, confirms and agrees that upon its approval as a Funding Souq client:

- 5.7.1 it will be classified as a Service Based Professional Client in line with Rule 2.3.6A of the DFSA's conduct of business rules;
- 5.7.2 higher level of protection is provided to Retail Clients, however, the consent to be treated as a Service Based Professional Client is effective, unless the Business specifically request otherwise by submitted a written request to Funding Souq; and
- 5.7.3 it can request Funding Souq in writing to re-classify it as a Retail Client.

5.8 In addition, Funding Souq may require certified copies of the following list of documents, not limited to those listed below as part of the KYC procedure and/or other similar checks under all applicable laws and regulations:

- 5.8.1 Current and past bank statements for a specified period;
- 5.8.2 Passports, and/or ID card;
- 5.8.3 proof of address (by way of utility bills or bank statements or Ejari tenancy contract); and
- 5.8.4 additional documents as Funding Souq sees fit.

Failure to produce, comply with, and/or submit such, as required, will automatically disqualify the applicant Business from being registered on the Funding Souq Platform.

5.9 The Business agrees to Funding Souq ongoing right to obtain and hold credit data on the Business, its directors and shareholders directly from any relevant agency and agrees that the same can be shared with the relevant agency and/or with any other relevant credit reference agency/bureau and/or external Collection Agencies for the purpose of collecting any overdue payments from the Business and/or its guarantors. Likewise, Funding Souq has the ongoing right to undertake additional checks via third parties on the Business, its directors and shareholders.

5.10 The Business attests, declares, and agrees that any and all information provided to Funding Souq, including disclosed details during the registration process on the Platform and finance application process and/or review process, are complete, clear, true and accurate. Further, the Business is fully aware and acknowledges that fraud, including false misrepresentation, is a crime and a felony charge under UAE Federal Law No. 03 of 1987, with potential penalties ranging from suspended sentences and probation and fines to custodial sentences.

5.11 Risk Bands and Submitted Information

- 5.11.1 Funding Souq shall issue a risk band classification to the Business once the information provided in the application for Funding Request is processed and the business risk reports are obtained from relevant assessment agencies. It is the sole responsibility of the Business to ensure that the information submitted is complete, true and accurate, and not misleading in any way.

- 5.11.2 The risk band classification is intended to provide the Investor with an overview of the payment ability of the Business. However, as Funding Souq has no obligation to edit or verify any information submitted and posted by the Business onto the site, the Investors shall have the right to conduct their own independent company and financial due diligence and assessment on the Business.
- 5.12 The responsibilities of Business include:
- 5.12.1 Regularly updating any and all Business information on Funding Souq's website and immediately notifying Funding Souq of any changes and updates pertaining thereto as soon as reasonably possible;
- 5.12.2 Providing Funding Souq with updated versions of the requested documentation, as Funding Souq will monitor, track and perform reviews on the Business on an ongoing basis and it is the responsibility of Business to provide such updated documentation; and
- 5.12.3 Notifying Funding Souq of changes in country address of any of its directors and/or shareholders, partners, sole traders and/or members. Note that Funding Souq has the right to refuse any Business where jurisdiction is outside the countries in which it does business.
- 5.13 Funding Souq is not responsible and liable for the following:
- 5.13.1 It is not obliged to check or edit the information submitted or uploaded by the Business and has no liability to the Business in this regard or in respect of the risk band classification allocated.
- 5.13.2 It is not liable for any information about the Business made available to prospective Investors through Funding Souq. Nonetheless, Funding Souq may occasionally, but accepts no obligation to, update or amend the Business's information on its Funding Request page (including between when a Funding Request page is first made available on the website and during the term of any subsequent Murabaha Transaction).
- 5.14 The applicant Business will be notified of the status of their application once assessment and verification of personal/obligor details and submitted documents have been finalised and Shari'a approval is obtained.
- 5.15 Upon completion of the approval process, approved business will be notified of the funding amount they are eligible for. The Business will then be prompted to proceed to the next stage.
- 5.16 Funding Souq may reject applications as it sees fit and in accordance with the applicable rules and regulations and is under no obligation to communicate the reasons behind any such decision. Funding Souq's decisions are final.
- 6. Shari'a Compliant Finance Facility**
- 6.1 The Financing Process
- 6.1.1 Upon acceptance of the application to raise funds, the Business will be notified by Funding Souq and a Funding Request ("**Funding Request**") page will be set up by Funding Souq for the Business and will be displayed on the Platform.

- 6.1.2 The approved Funding Request will become part of the portfolio of Funding Requests, that will be offered for investment to the Investors through Auto Investing (**Finance Offer**).
- 6.1.3 The Portfolio page visible to the Investors will invite them to commit funds for investment in the portfolio of Funding Requests submitted by a number of Businesses.
- 6.1.4 Funding Souq will provide the Investor with the relevant information specifying the full legal name of the Business as well as any company registration or commercial licence details. Please see Funding Souq's Privacy Policy for more information on which details are provided to, and those which are withheld from, prospective Investors.
- 6.1.5 Once the funds are committed by Investors on portfolio page, the system will automatically submit Finance Offers for financing Funding Request(s) published on the Funding Souq Platform, by distributing total available amount in the Investor Account, across the portfolio of Businesses in equal weighting on a pro-rata basis.
- 6.1.6 The Business may opt to cancel its Funding Request prior to signing the Murabaha Transaction.
- 6.1.7 Funding Souq reserves its right to request personal guarantees, as well as any other security as deemed appropriate, from directors or shareholders, partners, sole traders and members (as applicable) of the Business, to support any Funding Request before it is posted on the website.
- 6.1.8 During the funding application process and Funding Request period, the Business is not permitted to advertise Funding Souq's financing facility proposal or approach other potential Investors outside Funding Souq's online platform.
- 6.1.9 In the event of a material change during the Funding Request period the Business is obliged to report to Funding Souq such material change to their business and Funding Souq will promptly disclose it on its Portfolio page:
 - (a) Details of the material change.
 - (b) That it has notified the Investors of the material change and requires them to reconfirm their commitment within five (5) business days.
 - (c) That, if reconfirmation is not provided within five (5) business days, it will cancel the commitment.

6.2 Acceptance Process

- 6.2.1 The acceptance period in respect of a Finance Offer will be three (3) business days, from the date the Funding Request expires. If not accepted within said period, the funds offered will be returned to Investors, and the Business's Funding Request will be removed from the website.

7. Murabaha Transaction

- 7.1 Once the Funding Request is funded fully and the Business accepts the Finance Offer, the Business will be asked to enter into the Murabaha Transaction with Funding Souq (acting for and on behalf of the Investors as a Service Agent). The Murabaha Transaction will be established upon being signed by the Business however, it shall become effective upon the date of execution by Funding Souq (in its capacity as the Service Agent), upon completion

of requisite procedural requirements. Funding Souq will be obliged to record the date of execution in the respective section of the Murabaha Transaction (.

7.2 As a condition precedent to sign the Murabaha Transaction , the Business must provide signed cheques from a recognised UAE bank for the financing secured:

7.2.1 one (1) post-dated, signed cheques for the full amount of the financing secured; or

7.2.2 one (1) post-dated, signed cheque for one (1) monthly payment and a signed agreement that all monthly payments will be made via electronic transfer; and

7.2.3 Separate cheques for each financing payment payable in accordance with the Murabaha Transaction dated on the dates that each payment will fall due.

7.3 The Business will have three (3) business days from the day of acceptance of the Finance Offer to deliver the cheques to Funding Souq's head office address where they will be securely stored in a safe box. Only individuals authorized by Funding Souq will be granted access to the safe box.

7.4 During the term of Murabaha Transaction, should there be a change in the authorised signatories of the Business for the purpose of issuing cheques, the Business agrees to provide replacement cheques signed by the new duly authorised signatories within three (3) business days upon the change in authorised signatory becoming effective.

7.5 No obligation for payment of finance amount or deferred payment will be created on the financing secured by the Business, until the Murabaha Transaction becomes effective.

8. Funding Souq's Fees

8.1 If the Business accepts a Finance Offer, Funding Souq will charge additional fees, as compensation for its administrative services (proportionate to the actual services provided). The fees charged shall be as set out in the Murabaha Confirmation Agreement.

8.2 The Business shall be notified via Funding Souq's Platform whenever Funding Souq invokes its right to waive, reduce or increase the applicable fees from time to time.

9. Finance Deferred Payments

9.1 All cheques should be made payable to Funding Souq Limited as the Service Agent of Investors. However, the relevant Investors who provided financing against the Funding Request of the Business, shall be the actual beneficiaries.

9.2 Funding Souq shall transfer pro-rata payment distribution to the Investor Accounts who participated in financing the Funding Request by Business.

9.3 The schedule for payments will be set out in the Murabaha Transaction . The scheduled payments shall be displayed on the Business's dashboard on the Funding Souq Platform.

10. Events of Default

10.1 Advance Notice of Foreseeable Default by the Business:

10.1.1 The Business is obliged to inform Funding Souq immediately, if at any time the Business believes or foresees that it is, or potentially, may not be in a financial position to fulfil its payment obligations on any due Deferred Payment Date under the Murabaha Transaction .

- 10.1.2 On receipt of such notification from the Business, Funding Souq will immediately consult the Business and try to mitigate the risk of possible non-payment within the following 5 working days, either by re-scheduling payments, evaluating possibility of re-payment by the Guarantor or any other appropriate action as deemed appropriate in the given circumstances and as per the terms of the Murabaha Transaction
- 10.1.3 If the Business fails to make the requisite payment within 5 working days from the due Deferred Payment Date, the Investor will be notified of the delayed payment along with the actions taken by Funding Souq as an attempt to recover the overdue amount and the future course of action.

10.2 Overdue Payments:

Funding Souq will continue making appropriate efforts for the full recovery payment (as a result of acceleration of payment), partial payment or rescheduling the overdue amount for a period not exceeding 30 days from the date of the due Deferred Payment Date of the overdue payments.

10.3 Business's Default:

- 10.3.1** If the Business misses or fails to pay or does not make a full payment when due and payable under the respective Murabaha Transaction, Funding Souq (its staff or through an agent acting on its behalf) will contact the Business, either by telephone or by visiting the premises of the same, within twenty-four (24) hours of non-payment and request for an immediate payment along with explanation for the payment default.
- 10.3.2** If the Business fails to make an immediate payment, Funding Souq shall attempt to collect the payment again on the next business day for consecutive 5 days till the re-payment is made by the Business.
- 10.3.3 Funding Souq will inform the Investors of delay in payment by the Business if it fails to make payment within 5 working days from the due date. At this stage, the Business's account and the relevant Murabaha Transaction will be treated as an overdue account.
- 10.3.4 Funding Souq is entitled to charge the Business any applicable administrative fees in relation to the actual costs and expenses incurred by it in this process, as set out in the Murabaha Confirmation Agreement.
- 10.3.5 If reattempts of Funding Souq to collect the funds fails and thirty (30) business days after the of the due Deferred Payment Date payment was originally due are lapsed, Funding Souq will send the final pre-default email notice to the Business.
- 10.3.6 In the event that the Business fails to respond to the pre-default notice within twenty-four (24) hours, immediately thereafter, Funding Souq will send a default declaration email notification to the Business.
- 10.3.7 If Funding Souq suspects that the Business owner has left the country or has attempted to defraud the Investors, the Business's account and the relevant Murabaha Transaction will be treated as a Default account, even before the pre-default or default notifications is sent to the Business.
- 10.3.8 Funding Souq will inform the Investors of the Business's Default as soon as practically possible.

10.3.9 After the Business is declared defaulted, Funding Souq will file a Police Report against the Business, whereby the authorised individual of the Business may be subjected to a travel ban.

10.3.10 At this stage, Funding Souq may decide to appoint a recovery agent.

11. Collection Agent Appointment

11.1 Funding Souq retains the right to appoint an appropriately licensed recovery, security, or debt collection agent ("**Collections Agency**") for an on behalf of the Investor to recover any monies owed to the Investor by the Business in Default. The Investor authorises Funding Souq to conduct and/or settle all negotiations in connection with the Murabaha Transaction to collect the outstanding amount from the Business for and on the Investor's behalf and provide all reasonable assistance and full cooperation in this regard. Any fees that the Collections Agency charges in relation to the recovery of the due amounts, as set out under Article 12.2 of these Business Terms will be included in the outstanding amounts due and payable by the Business.

11.2 The Collections Agency may deduct an agreed percentage from the amount it may recover from the Business, with the remaining proceeds to be distributed to the Investors, proportionate to the amount each Investor provided to the Business.

11.3 If a Collections Agency is unable to collect the outstanding funds, Funding Souq has the right to assign the Murabaha , for and on behalf of the Investors, to itself or a third party who may seek recovery of the outstanding amounts through legal means. If such further action is necessary, it is likely that significant costs will be incurred which will be passed on to the Business in Default.

11.4 The Business agrees to fully indemnify Funding Souq for any and all actual costs, expenses, losses and any other liability (including, but not limited to, any damages) incurred in connection with, or arising out of, the Business's failure to comply with the Business Terms and/or any Default.

11.5 Notwithstanding the above, the Investor may decide to pursue the collection on his/her own and will be required to notify Funding Souq immediately, of such intention in writing. Thereupon, Funding Souq shall provide the relevant contact details of the Business to enable the Investor in pursuing the claim directly and exercise and enforce its rights under the Murabaha Transaction.

11.6 Funding Souq reserves the right to file any legal proceedings, at any point, if deemed necessary to protect the interests of the Investors and recover any amount outstanding. However, Funding Souq will obtain the Investor's prior written approval before initiating legal proceedings (including acceptance of the risk of any adverse costs order that the Investor may be liable for). It also reserves its right to enforce the guarantees provided by the Business via the courts of United Arab Emirates. All fees and costs incurred in such legal proceedings will be claimed from the Business or as provided in the final verdict issued by the competent courts in the United Arab Emirates.

11.7 The Investor acknowledges and agrees that commencing court proceedings will be an action of last resort, as there are inherent risks in litigation and the outcome can never be guaranteed. Therefore, Funding Souq does not guarantee that any such action will be successful.

12. Liability Exclusion

- 12.1 The Business shall not be entitled to terminate the Business Terms until all outstanding financings have been paid in full and cleared funds, and all fees, costs and expenses otherwise due hereunder have been paid in full and cleared funds.
- 12.2 On termination, Funding Souq will either credit to the Business's bank account (as notified to Funding Souq) any funds Funding Souq holds for the Business or send a cheque to the address last provided by the Business.
- 12.3 Registration of Business on Funding Souq Platform does not in any way constitute an obligation on Funding Souq to procure funding for the Business or that funding will be made available.
- 12.4 A Business cannot be an Investor while it has outstanding financing with Funding Souq. Funding Souq retains its right to grant specific exceptions to this rule but shall in no circumstances be obliged to do so.
- 12.5 In the case of any guarantee provided in respect of the Business's obligations, the guarantor and the Business shall attest and warrant on behalf of all directors, shareholders and members of the Business and Guarantor (as applicable), that there has been no undue influence or inducement of the guarantor to provide such guarantee.
- 12.6 Funding Souq may offer any payment guarantee scheme to the Business before execution of the Murabaha Transaction, in order to secure payment of outstanding financing in case of a Business Default. The Business may choose to opt for that guarantee scheme, terms of which shall be agreed upon between the relevant parties through an independent separate contractual agreement.

13. Indemnity

- 13.1 To the extent permitted by law and except to the extent attributable to the intentional or negligent acts or omissions of Funding Souq, the Business shall indemnify and hold Funding Souq, its affiliates, officers and agents harmless from and against any and all actions, claims, judgments, losses, costs, expenses, fines and/or damages, for or arising out of any breach by the Business of these Business Terms or the Murabaha Transaction and/or failure to comply with any applicable laws and regulations and/or any third party claims arising out of the same. The provisions contained in this clause shall survive the termination or expiry of the terms themselves.