

Terms & Conditions – Tawfiq Invest BV

Version: 1.0
Effective date: 1st October 2025
Applicability: applicable to all services and agreements of Tawfiq Invest, both nationally and internationally.



TAWFIQ INVEST
Bridging capital and principles

Article 1 – Definitions

In these general terms and conditions, the following definitions apply:

- 1.1 Tawfiq Invest:** the company that mediates between investors and entrepreneurs/project owners, operating on both national and international levels.
- 1.2 Investor:** any natural or legal person who, through Tawfiq Invest, expresses interest in investing in a project or business.
- 1.3 Entrepreneur / Project Owner:** any natural or legal person who, through Tawfiq Invest, seeks financing or investment capital for a project or business.
- 1.4 Parties:** collectively refers to Tawfiq Invest, the investor, and/or the entrepreneur/project owner.
- 1.5 Services:** the mediation activities and supporting tasks performed by Tawfiq Invest to connect investors and entrepreneurs.
- 1.6 Agreement:** any oral or written arrangement between Tawfiq Invest and an investor or entrepreneur to which these general terms and conditions have been declared applicable.
- 1.7 KYC (Know Your Customer):** the identification, verification, and compliance procedures that Tawfiq Invest is required to perform before participation in investment activities can take place.
- 1.8 Due Diligence:** the external investigation into the background, reliability, and financial position of a project or business, conducted by an independent third party.
- 1.9 Data Processing Agreement:** an agreement between Tawfiq Invest and an external party that processes personal data, specifying how this party handles such data in accordance with the GDPR.
- 1.10 Applicable Legislation:** all national and international laws and regulations relevant to the activities of Tawfiq Invest, including the General Data Protection Regulation (GDPR) and integrity and compliance standards as referred to in anti-money laundering legislation (Wwft) and comparable international frameworks, insofar as applicable to Tawfiq Invest's mediation activities.

Article 2 – Applicability and interpretation

- 2.1** These general terms and conditions apply to all offers, agreements, assignments, collaborations, and other legal relationships between Tawfiq Invest and third parties.
- 2.2** Deviations from these terms and conditions are only valid if expressly confirmed in writing by Tawfiq Invest.
- 2.3** If any provision of these terms and conditions is found to be null or voidable, the remaining provisions shall remain fully in effect. The invalid provision will be replaced by a provision that most closely reflects the intent of the original.
- 2.4** In the event of any discrepancy between the Dutch text and a translation, the Dutch text shall prevail.

Article 3 – Nature and scope of the services

- 3.1** Tawfiq Invest solely acts as an intermediary between investors and entrepreneurs. It provides a platform and network to transparently connect the supply and demand of investment opportunities.
- 3.2** Tawfiq Invest does **not** act as:
 - a. a bank, investment institution, or asset manager;
 - b. a fund, investment vehicle, or trust office;
 - c. a financial advisor or broker in financial products;
 - d. a custodian, escrow agent, or channel for fund transfers.
- 3.3** Tawfiq Invest does not hold funds or securities, does not manage capital, and does not execute transactions on behalf of third parties.
- 3.4** Tawfiq Invest strives to present only investment opportunities that are carefully selected, transparent, and appear reliable. When offering projects, special attention is given to credibility, compliance with Shariah principles, and—where possible—-independent verification of business information. Tawfiq Invest makes these efforts to enable investors to make well-informed decisions. Nevertheless, every investment decision remains entirely and solely the responsibility of the investor. Tawfiq Invest does not provide advice regarding the suitability, profitability, or risks of any specific investment and does not guarantee any return or success.
- 3.5** To support transparent cooperation between investors and entrepreneurs, Tawfiq Invest prepares an investment or partnership agreement that adheres to Shariah compliance principles. This agreement serves as a framework for the arrangements between the parties. However, the investor and the entrepreneur

remain fully responsible for the content, signing, and execution of this agreement. Tawfiq Invest is not a party to the final agreement and bears no legal or financial liability arising from its execution.

Article 4 – Formation of the agreement

- 4.1** An agreement between Tawfiq Invest and a party is established once the party has accepted the terms of cooperation in writing or digitally.
- 4.2** Digital approval (such as through an online form or email confirmation) is considered a legally valid acceptance.
- 4.3** Tawfiq Invest reserves the right to refuse or terminate a collaboration if there are valid reasons to believe that a party does not meet Tawfiq Invest's internal criteria, legal requirements, or ethical standards.

Article 5 – Obligations of the parties

- 5.1** Entrepreneurs and investors are required to provide all information requested by Tawfiq Invest truthfully, completely, and in a timely manner.
- 5.2** The parties guarantee that all submitted documents, figures, and statements are accurate and do not contain any misleading information.
- 5.3** Investors are required to cooperate with all necessary KYC procedures, sanctions list screenings, and compliance checks. In case of refusal, Tawfiq Invest may immediately terminate the collaboration.
- 5.4** Entrepreneurs are required to have their project reviewed by an independent due diligence party, designated or approved by Tawfiq Invest. All related costs are to be borne entirely by the entrepreneur.
- 5.5** In all cases, both the entrepreneur and the investor shall fully indemnify Tawfiq Invest, its directors, employees, and representatives against any form of damage, loss, costs, or liability—direct or indirect—arising from:
 - inaccurate, incomplete, or misleading information provided by either party;
 - decisions, actions, or omissions by the investor or entrepreneur;
 - the performance or non-performance of the investment agreement between the parties;
 - and any other circumstance beyond the direct control or responsibility of Tawfiq Invest.

The investor remains at all times solely and fully responsible for the assessment and decision-making regarding investments, including their financial, legal, and ethical consequences. Tawfiq Invest can in no way be held liable for any losses or disappointing results arising from an investment.

- 5.6** Each party, both investor and entrepreneur, bears full responsibility for complying with all applicable laws and regulations related to the intended investment or collaboration. This includes, but is not limited to:
 - fiscal and administrative obligations, such as the declaration of income or capital gains;
 - compliance with local and international investment, trade, and sanctions laws;
 - compliance with regulations on foreign investments, ownership structures, and permits;
 - and adherence to any reporting or registration requirements in the country of origin or execution of the investment.

Tawfiq Invest is not responsible for identifying, assessing, or ensuring compliance with such legal obligations on behalf of the parties. The investor and entrepreneur fully indemnify Tawfiq Invest for all consequences, costs, or sanctions resulting from the failure of either party to comply with any law or regulation.

Article 6 – Compensation & Payment

- 6.1** Compensation for Services
For its mediation and support services, Tawfiq Invest charges a fee or commission to the entrepreneur or project owner, in accordance with the terms set out in a separate mediation agreement or engagement confirmation.
The amount, structure, and due date of this fee depend on the nature and scope of the mediation and are agreed upon in writing prior to the commencement of the services.
- 6.2** No Fees for Investors
In principle, investors are not required to pay any fee, commission, or costs to Tawfiq Invest. Only in cases where additional, tailor-made services are expressly requested by the investor — and for which prior written agreement has been reached — may Tawfiq Invest charge a reasonable fee. In all cases, Tawfiq Invest will communicate this clearly in advance and will only proceed after receiving the investor's written approval.
- 6.3** Invoicing and Payment Terms
Invoices issued by Tawfiq Invest must be paid within the period specified on the invoice and to the account designated by Tawfiq Invest.
If no term is specified, a standard payment period of fourteen (14) days from the invoice date applies.
Payments must be made in euros or, for international transactions, in a currency accepted by Tawfiq Invest.
Any bank or transaction fees arising from cross-border payments are entirely borne by the entrepreneur.

6.4 Suspension in Case of Non-Payment

If payment is not made on time, Tawfiq Invest is entitled to immediately suspend or terminate its services without prior notice of default and without being liable for any form of compensation. Tawfiq Invest also reserves the right to refuse further services or new assignments as long as outstanding amounts remain unpaid.

6.5 No Refund in Case of Early Termination

If a collaboration is terminated prematurely by the entrepreneur or if the intended project does not proceed, the agreed fee for services already rendered remains fully payable, unless expressly agreed otherwise.

6.6 Transparency and Ethical Compliance

All fees and commissions of Tawfiq Invest are determined with due regard to fairness, transparency, and Shariah compliance. Tawfiq Invest strives to ensure that its compensation structure aligns with ethical business principles and provides fair remuneration for the efforts made.

Article 7 – Liability and indemnification

7.1 All services provided by Tawfiq Invest are performed on a best-efforts basis and not with a guarantee of results.

7.2 Tawfiq Invest shall not be liable for any direct or indirect damages, consequential losses, lost profits, missed investment opportunities, or losses arising from its services or the information provided.

7.3 In the event that Tawfiq Invest is nevertheless deemed liable, such liability shall be limited to the amount charged for the specific service in question.

7.4 The parties shall indemnify Tawfiq Invest against all claims from third parties related to the information they have provided or the actions they have taken.

Article 8 – Intellectual property

8.1 Alle rechten van intellectueel eigendom op documenten, presentaties, teksten, ontwerpen, logo's, databestanden of andere materialen van Tawfiq Invest blijven te allen tijde eigendom van Tawfiq Invest.

8.2 Zonder voorafgaande schriftelijke toestemming is het niet toegestaan dit materiaal te kopiëren, verspreiden of commercieel te gebruiken.

Article 9 – Confidentiality and Data Protection

9.1 The parties are obliged to maintain strict confidentiality regarding all confidential information received in the context of their cooperation.

9.2 Tawfiq Invest shall use confidential information solely for the performance of its services or when legally required to do so.

9.3 The processing of personal data is governed by Tawfiq Invest's separate Privacy Policy, available at www.tawfiqinvest.com.

Article 10 – Force Majeure

10.1 Force majeure refers to any circumstance beyond the control of Tawfiq Invest that wholly or partially prevents the fulfillment of its obligations.

10.2 In the event of force majeure, Tawfiq Invest has the right to suspend its obligations or to terminate the agreement without being liable for damages.

Article 11 – Applicable Law and Dispute Resolution

11.1 All agreements, offers, and actions of Tawfiq Invest are governed exclusively by Dutch law.

11.2 Disputes shall first be resolved through mutual consultation and good faith negotiation.

11.3 Disputes arising from or related to this agreement shall primarily be handled under Dutch law. If the parties are based in different countries, Tawfiq Invest prefers amicable settlement or, if necessary, binding arbitration under the supervision of a recognized arbitration institution (such as the Netherlands Arbitration Institute or a comparable international body). The language of the proceedings shall be English or Dutch, depending on the nature and origin of the parties.

Article 12 – Amendments

12.1 Tawfiq Invest reserves the right to amend these general terms and conditions.

12.2 Amended terms and conditions take effect from the moment they are published on the Tawfiq Invest website, unless otherwise agreed in writing.