General Terms and Conditions – Tawfiq Invest BV

Version:	1.1
Date of entry into force:	7th of September 2026
Scope:	all services and agreements of Tawfiq Invest, nationally and internationally.

TAWFIQ INVEST
Bridging capital and principles

Company information

These terms were drawn up by:	Tawfiq Invest B.V. – Intermediary for investors and entrepreneurs.
Registered office:	Almere – The Netherlands
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This document is an English translation of the Dutch original. In the event of any discrepancy between the two texts, the Dutch text prevails (article 2.4).

Article 1 – Definitions

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

1.1 **Tawfiq Invest:** the company that acts as intermediary between investors and entrepreneurs/project owners, operating at both national and international level.

1.2 **Investor:** any natural or legal person who, through Tawfiq Invest, expresses an 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:** Tawfiq Invest, the investor and/or the entrepreneur/project owner, collectively.

1.5 **Services:** the intermediation activities and supporting work carried out by Tawfiq Invest in order to bring investors and entrepreneurs into contact with one another.

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 carry out before participation in investment activities may take place.

1.8 **Due Diligence:** the external investigation into the background, reliability and financial position of a project or business, carried out by an independent third party.

1.9 **Data Processing Agreement:** an agreement between Tawfiq Invest and an external party that processes personal data, setting out how that party handles personal 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 such as those referred to in the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft) and comparable international frameworks, insofar as applicable to the intermediation activities of Tawfiq Invest.

1.11 **Investor Database:** the body of (prospective) investors built up by Tawfiq Invest, including all contact and personal data recorded therein, in whatever form it is held.

1.12 **Introduced Investor:** any party that has come into contact with the entrepreneur through the involvement of Tawfiq Invest, including through attendance at an information session, presentation or event organised by Tawfiq Invest, through a project page published by Tawfiq Invest, or through inclusion in an introduction overview provided by Tawfiq Invest.

1.13 **Phase:** a defined period during which a predetermined investment amount is raised for a project, as further set out in the intermediation agreement.

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 valid only if expressly confirmed in writing by Tawfiq Invest.

2.3 If any provision of these terms and conditions proves to be void or voidable, the remaining provisions shall remain in full force. The invalid provision shall be replaced by a provision that approximates the intention of the original as closely as possible.

2.4 In the event of any discrepancy between the Dutch text and a translation, the Dutch text shall prevail.

2.5 In the event of any conflict between these general terms and conditions and an intermediation agreement concluded between the parties, the intermediation agreement shall prevail. That agreement shall in such case constitute the written confirmation referred to in paragraph 2.

Article 3 – Nature and scope of the services

3.1 Tawfiq Invest acts solely as an intermediary between investors and entrepreneurs. It provides a platform and a network to bring supply and demand of investment opportunities together in a transparent manner.

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 adviser or broker in financial products;
d. a custodian, escrow party or conduit for funds.

3.3 Tawfiq Invest does not hold any funds or securities, does not manage capital and does not carry out transactions on behalf of third parties.

3.4 Tawfiq Invest endeavours to present only investment opportunities that have been carefully selected, are transparent and give a reliable impression.
When offering projects, particular attention is paid to credibility, compliance with shariah principles and (where possible) an independent review of the business information. Tawfiq Invest undertakes these efforts to enable investors to make well-considered decisions. Nevertheless, every investment decision remains entirely and exclusively the responsibility of the investor. Tawfiq Invest provides no advice on the suitability, profitability or risks of any specific investment and gives no guarantee as to return or success.

3.5 In support of a transparent collaboration between investor and entrepreneur, Tawfiq Invest draws up an investment or collaboration agreement that complies with the principles of shariah compliance. This agreement serves as the starting point for the arrangements between the parties. The investor and the entrepreneur, however, remain themselves responsible for the content, signing and performance of that agreement. Tawfiq Invest is not a party to the ultimate agreement and bears no legal or financial liability arising from its performance.

Article 4 – Formation of the agreement

4.1 An agreement between Tawfiq Invest and a party is formed as soon as that party has accepted the terms of collaboration in writing or digitally.
4.2 Digital approval (such as through an online form or an e-mail confirmation) shall be deemed to constitute legally valid acceptance.
4.3 Tawfiq Invest reserves the right to refuse or terminate a collaboration if there are well-founded reasons to assume that a party does not meet the internal criteria, statutory requirements or moral standards of Tawfiq Invest.

Article 5 – Obligations of the parties

5.1 Entrepreneurs and investors are obliged to provide all information requested by Tawfiq Invest truthfully, completely and in good time.
5.2 The parties warrant that all documents, figures and statements provided are correct and contain no misleading information.
5.3 Investors are obliged to cooperate with all necessary KYC procedures, sanctions list screenings and compliance investigations. In the event of refusal, Tawfiq Invest may terminate the collaboration with immediate effect.
5.4 Entrepreneurs are obliged to have their project reviewed by an independent due diligence party, appointed or accepted by Tawfiq Invest. The full costs thereof are borne by the entrepreneur, irrespective of the outcome of the investigation and irrespective of whether the project is subsequently presented to investors.
5.5 In all cases, the entrepreneur and the investor shall fully indemnify Tawfiq Invest, its directors, employees and representatives against any form of damage, loss, cost or liability, whether direct or indirect, arising from:

- incorrect, incomplete or misleading information provided by either party;
- decisions, acts or omissions of the investor or entrepreneur themselves;
- the performance or non-performance of the investment agreement between the parties;
- and any other circumstance falling outside the direct influence or responsibility of Tawfiq Invest.

The investor remains at all times fully responsible for assessing and deciding on investments, including the financial, legal and moral consequences thereof. Tawfiq Invest cannot be held liable in any way for losses or disappointing results arising from an investment.

5.6 Each party – both investor and entrepreneur – bears full responsibility for compliance with all applicable laws and regulations relating to the intended investment or collaboration. This includes, but is not limited to:

- tax and administrative obligations, such as the declaration of income or capital gains;
- compliance with local and international investment, trade and sanctions legislation;
- compliance with regulations concerning foreign investment, ownership structures and permits;
- and compliance with any reporting or registration obligations in the country of origin or of performance of the investment.

Tawfiq Invest is not responsible for identifying, assessing or complying with such statutory obligations on behalf of the parties. The investor and the entrepreneur shall fully indemnify Tawfiq Invest against all consequences, costs or sanctions arising from any failure by either party to comply with any law or regulation.

Article 6 – Fees and payment

6.1 **Fee for services.** For its intermediation and support services, Tawfiq Invest charges a fee or commission to the entrepreneur or project owner, in accordance with the arrangements set out in a separate intermediation agreement or confirmation of assignment. The amount, structure and payability of this fee depend on the nature and scope of the intermediation and are agreed in writing before the services commence.
6.2 **No fee for investors.** Investors are in principle not liable to pay any fee, commission or costs to Tawfiq Invest. Only where additional, tailor-made services are performed at the express request of the investor – and for which written agreement has been reached in advance – may Tawfiq Invest charge a reasonable fee. In all cases, Tawfiq Invest shall communicate this clearly in advance and shall proceed only after written approval by the investor.
6.3 **Invoicing and payment term.** Invoices from Tawfiq Invest must be paid within the term stated on the invoice and into the account designated by Tawfiq Invest. If no term is stated, a standard payment term of fourteen (14) days from the invoice date applies. Payment must be made in euros or, in the case of international transactions, in a currency accepted by Tawfiq Invest. Any bank or transaction costs arising from cross-border payments are borne entirely by the entrepreneur.
6.4 **Suspension in the event of non-payment.** If payment is not made on time, Tawfiq Invest is entitled to suspend or terminate its services with immediate effect, without prior notice of default and without being liable for any form of compensation. Tawfiq Invest further reserves the right to refuse further services or new assignments for as long as outstanding amounts remain unpaid.
6.5 **No refund upon early termination.** If a collaboration is terminated prematurely by the entrepreneur, or the intended project is not carried out, 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 for fairness, transparency and shariah compliance. Tawfiq Invest endeavours to ensure that its remuneration structure is in line with ethical trading principles and with fair compensation for the efforts delivered.

Article 7 – Liability and indemnification

7.1 All services of Tawfiq Invest are performed on the basis of a best-efforts obligation, not on the basis of a guarantee of result.
7.2 Tawfiq Invest is not liable for direct or indirect damage, consequential loss, lost profit, missed investment opportunities or losses resulting from its services or from information provided.
7.3 If Tawfiq Invest is nevertheless held liable, its liability is limited to the amount charged for the service concerned.

7.4 The parties indemnify Tawfiq Invest against all third-party claims connected with the information they have provided or the actions they have taken.

Article 8 – Intellectual property

8.1 All intellectual property rights in documents, presentations, texts, designs, logos, data files or other materials of Tawfiq Invest remain at all times the property of Tawfiq Invest.
8.2 This material may not be copied, distributed or used commercially without prior written permission.

Article 9 – Confidentiality and data protection

9.1 The parties are obliged to observe strict confidentiality regarding all confidential information they receive in the context of the collaboration. This obligation applies equally to information exchanged in the run-up to the collaboration, before the moment at which an agreement was formed.
9.2 Tawfiq Invest shall use confidential information solely for the performance of its services or where it is required to do so by law.
9.3 The confidentiality obligation remains in force for three (3) years after termination of the collaboration.
9.4 The processing of personal data is governed by the separate Privacy Policy of Tawfiq Invest, available at www.tawfiqinvest.com.

Article 10 – Investor network and relationship protection

10.1 The investor database of Tawfiq Invest and all data contained therein are and shall remain at all times the property of Tawfiq Invest. The investor database constitutes an essential business asset of Tawfiq Invest and also falls within the scope of article 8.
10.2 Investor data that come to the knowledge of the entrepreneur in the context of the collaboration may be used solely for the project for which they were provided. Use for any other purpose – including marketing, approaching investors for other projects or providing data to third parties – is not permitted without the prior written consent of Tawfiq Invest.
10.3 The entrepreneur shall process personal data received through Tawfiq Invest in accordance with the GDPR and shall, upon first request by Tawfiq Invest, enter into a data processing agreement.
10.4 Upon termination of the collaboration, the entrepreneur shall delete all investor data provided by Tawfiq Invest relating to investors who have not actually invested in the project concerned, and shall confirm this in writing to Tawfiq Invest upon request.
10.5 This article remains in full force after termination of the collaboration.

Article 11 – Non-circumvention and continuing effect

11.1 The entrepreneur shall not approach an introduced investor outside Tawfiq Invest with the aim of circumventing the agreed fee in whole or in part, and shall not use an introduced investor as a channel to achieve the same result through a third party.
11.2 If an introduced investor nevertheless invests in the entrepreneur, or in a business affiliated with the entrepreneur, within twenty-four (24) months of the introduction – in whatever phase, form or structure – the agreed fee remains fully payable. This applies equally where the collaboration between Tawfiq Invest and the entrepreneur has already ended at that time.
11.3 Upon completion of each phase, Tawfiq Invest shall provide a written overview of the investors it has introduced, so that no uncertainty can arise between the parties as to the scope of this article.
11.4 In the event of a breach of paragraph 1 or paragraph 2, the entrepreneur shall owe an immediately due and payable commission fee equal to the amount of the fee forgone, without prejudice to the right of Tawfiq Invest to full compensation and performance.
11.5 This article remains in force for twenty-four (24) months after termination of the collaboration.

Article 12 – Force majeure

12.1 Force majeure means any circumstance beyond the control of Tawfiq Invest that wholly or partly prevents the performance of its obligations.
12.2 In the event of force majeure, Tawfiq Invest is entitled to suspend its obligations or to dissolve the agreement, without being liable for damages.

Article 13 – Governing law and dispute resolution

13.1 All agreements, offers and acts of Tawfiq Invest are governed exclusively by Dutch law.
13.2 Disputes shall in the first instance be resolved by mutual consultation in good faith.
13.3 Disputes arising from or connected with this agreement shall primarily be dealt with under Dutch law. If the parties are established in different countries, Tawfiq Invest shall give preference to amicable dispute resolution or, if necessary, to binding arbitration under the supervision of a recognised 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 14 – Amendments

14.1 Tawfiq Invest reserves the right to amend these general terms and conditions.
14.2 Amended terms and conditions take effect from the moment of publication on the website of Tawfiq Invest, unless agreed otherwise in writing.

Changes compared with version 1.0

- Article 1: definitions added of Investor Database, Introduced Investor and Phase.
- Article 2: paragraph 5 added on the order of precedence between these terms and an intermediation agreement.
- Article 5, paragraph 4: clarified that the costs of due diligence are payable irrespective of the outcome of the investigation.

- Article 5: the consecutive numbering restored; in version 1.0 the final paragraph was inadvertently numbered as paragraph 1.
- Article 9: confidentiality extended to information exchanged before the collaboration and given a term of three years.
- Article 10 added: investor network and relationship protection.
- Article 11 added: non-circumvention and continuing effect.
- The former articles 10, 11 and 12 have been renumbered as 12, 13 and 14.