

Vaad Hadin V'Horaah
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Heter Iska Klali

We the undersigned **ARION FUND**, hereby declare and admit that any agreements entered into by us with any Jewish individual or any Jewish owned company, shall be structured as an Iska partnership. The Iska partnership shall be subject to the following terms:

All profits and losses shall be shared equally between the investing and managing partners. The managing partner must verify any claim of loss through the testimony of two Halachacly acceptable witnesses in an Orthodox Jewish court of law. Any claim regarding the amount of profits generated by the joint venture must be verified with a solemn oath, administered by an Orthodox Jewish court of law. In addition, the investing partner may demand full access to all legal records, documents, financial statements or receipts that the investing partner deems necessary to verify the claims of the managing partners. In the event that it is Halachacly preferable, this Iska shall be structured as Kulo Pekadon.

In the event of a claim of loss, the investing partner may demand a full and immediate payment of the remaining balance of this Iska.

The managing partners obligate themselves to manage the Iska partnership in the manner deemed most beneficial to the investing partner. Any investment owned by the managing partners may be used to create this Iska partnership, provided that the venture is Halachacly permissible.

The managing partner shall be paid one dollar for his/her services during the term of the Iska.

It is agreed that if the managing partner pays the amount equal to the principal, fees, points, penalties, interest, plus any other payments called for by a contract signed by the two parties, as per the payment schedule of said contract, as payment for the investing partner's share of profits, the investing partner shall waive his right to demand verification of the results of the investment.

Any additional profits shall belong solely to the managing partner. These payments include the one-dollar token payment mentioned above.

Any payments made that are not justified by this Iska agreement shall reduce the principal balance of this Iska. Future payments shall be increased accordingly to compensate for any discrepancy.

This document shall override any other agreements, even those that do not reference this document. Any mention of loans or interest shall be interpreted as an Iska and to payments mentioned above. This declaration is legally binding and may be enforced in any Jewish or civil court, even in the event that one of the parties was unaware of its existence. This agreement has been executed in an effective manner and with a proper Kinyan in a manner consistent affecting a halachic legal transfer and is not an "Asmachta."