QIRAD GROUP

QIRĀD PARTNERSHIP AGREEMENT

عَقْدُ الْقِرَاض

Halal capital. Professional management. Transparent governance.

PUBLIC STANDARD FORM - INVESTMENT-SPECIFIC COMPLETION REQUIRED
Qirad Group connects Capital Providers with carefully assessed halal SME opportunities through legally documented qirāḍ partnerships, commercial due diligence and independent Sharīʿah review.

Agreement Ref	QG0826-[NAME_SURNAME]	Investment Round	QG0826
Execution Date	____ / ____ / 20____	Commencement Date	____ / ____ / 20____
Maturity Date	____ / ____ / 20____	Governing Law	Republic of South Africa

PARTIES

This Agreement is concluded between:

A. the person or entity identified in Schedule 1 (the “Capital Provider” or “Rabb al-Māl”); and

B. Isma-eel Isaacs and Maahier Esa, carrying on business in partnership under the trading name “Qirad Group”, represented by Isma-eel Isaacs as Managing and Authorised Partner (collectively, the “Muḍārib”).

DECISION SUMMARY

Capital	R __________________, contributed by the Capital Provider named in Schedule 1.
Term	A fixed period of 12 months from the Commencement Date.
Profit Share	20% of actual Net Profit to the Capital Provider and 80% to the Muḍārib.
Investment Focus	South African property, Chemtec processes, medical supplies, lawful government procurement opportunities and partnerships with halal businesses.
Capital Risk	Ordinary commercial loss is borne by the Capital Provider. The Muḍārib is liable only for proven fraud, misconduct, taʿaddī, taqṣīr or breach of mandate.
No Guarantee	No fixed return, minimum profit or guaranteed repayment of Capital is promised.

“O you who believe, fulfil your contracts.” — al-Māʾidah 5:1

1. NATURE AND PURPOSE OF THE QIRĀḌ

1.1 This Agreement constitutes a qirāḍ (muḍārabah). The Capital Provider contributes Capital and the Muḍārib contributes expertise, labour, time, management, due diligence and commercial effort.

1.2 The Capital is not a loan to the Muḍārib. Profit arises only from lawful business activity and is shared according to clause 6. The Capital Provider accepts ordinary commercial risk; the Muḍārib risks receiving no remuneration where no Net Profit is realised.

1.3 The purpose of the arrangement is to deploy Capital into real halal enterprise, with professional management, documented controls, transparent reporting and independent Sharīʿah review of the structure where appropriate.

2. APPOINTMENT, ROLES AND AUTHORITY

2.1 The Capital Provider appoints Isma-eel Isaacs and Maahier Esa jointly as the Muḍārib to identify, assess, structure, deploy, manage and monitor the Capital within this Agreement and Schedule 2.

2.2 Isma-eel Isaacs is the Managing and Authorised Partner. His signature is sufficient to execute this Agreement, underlying transaction documents, notices, mandates, trust instructions and ancillary documents on behalf of the Muḍārib.

2.3 Isma-eel Isaacs is responsible principally for legal and qirāḍ structuring, contracts, governance, compliance coordination, Capital Provider administration, trust instructions, records and distributions.

2.4 Maahier Esa is responsible principally for commercial due diligence, business and financial assessment, SME engagement, operational monitoring, performance analysis and recovery or exit planning.

2.5 The internal division of the Muḍārib's 80% share is an internal partnership matter and does not affect the Capital Provider's 20% entitlement.

3. INTENDED INVESTMENT ACTIVITIES

3.1 The Muḍārib presently intends to seek and deploy Capital into one or more of the following opportunity categories, subject to availability, due diligence, lawful contracting and the limitations in Schedule 2:

- South African residential and commercial property opportunities, including acquisition, improvement, letting, sale or participation in property ventures where the approved transaction so provides;
- Chemtec processes and related commercial applications;
- the procurement and sale of medical supplies and related goods;
- lawful government procurement, quotation and tender opportunities, including opportunities accessed through the Central Supplier Database (CSD), the eTender system and other applicable procurement platforms; and
- partnerships, joint ventures and profit-sharing arrangements with other halal businesses.

3.2 The categories above describe the intended opportunity universe and are not promises that Capital will be deployed in every category. The actual allocation may change according to approved opportunities, provided it remains within Schedule 2 and is recorded in the Muḍārib's investment records.

3.3 Capital may be deployed directly, through an underlying qirāḍ, mushārakah, equity participation, purchase and resale, leasing, agency, property transaction, procurement contract or another lawful Sharīʿah-compliant structure.

3.4 The Muḍārib shall not knowingly deploy Capital into alcohol, gambling, pornography, pork, interest-based lending or any activity whose principal business is prohibited under Sharīʿah.

4. CAPITAL, TRUST ACCOUNT AND COMMENCEMENT

4.1 The Capital Provider shall transfer the contribution in Schedule 1 electronically from a verified bank account. Cash is not accepted. A third-party payment requires prior disclosure, identification and verification of the payer, the relationship and the source of funds.

4.2 Capital shall be paid into the Isaacs Attorneys Legal Practitioner Trust Account stated in Schedule 1 using the payment reference “QG0826-NAME & SURNAME”. Payment into a personal account or the Isaacs Attorneys business account is not valid payment under this Agreement.

4.3 Isaacs Attorneys receives and administers the Capital as attorney, stakeholder and trust administrator, using a separate trust matter or ledger. It does not become a borrower, guarantor, Capital Provider or additional Muḍārib by receiving the funds.

4.4 The trust account is a temporary holding and distribution mechanism and not the operating account of Qirad Group or an investee business. Deployed Capital shall be transferred to the approved counterparty, seller, supplier, property transaction, procurement transaction or dedicated investment account.

4.5 The qirāḍ commences only after this Agreement and its Schedules are signed, cleared funds are credited, FICA and compliance checks are completed, and the Muḍārib has approved an available investment or deployment plan within Schedule 2.

4.6 Use of a legal practitioner trust account does not guarantee the Capital, profit or compensation by the Legal Practitioners’ Fidelity Fund. The arrangement remains subject to applicable law, professional rules, a valid Fidelity Fund Certificate and Isaacs Attorneys’ trust-account controls.

5. DUE DILIGENCE AND GOVERNANCE

5.1 Before material deployment, the Muḍārib shall perform due diligence proportionate to the transaction, which may include: identity and ownership checks; business-model and market assessment; financial review; legal and contractual review; regulatory and procurement compliance; counterparty integrity; intended use of funds; key risks; security or asset controls where lawful; and an exit or recovery plan.

5.2 Isma-eel Isaacs shall complete or coordinate the legal and qirāḍ review. Maahier Esa shall complete or coordinate the commercial review. Material deployment requires both partners’ approval.

5.3 Qirad Group shall arrange independent Sharīʿah review of the standard qirāḍ structure and material structures or variations where reasonably required. The external reviewer is not a party to this Agreement, does not make the commercial decision and does not guarantee investment performance.

5.4 The following require approval of both partners: initial material deployment; admission of a material new opportunity; a material change in sector, structure, risk or use of Capital; borrowing, guarantee or security; a material related-party transaction; declaration of distributable profit; and early termination.

5.5 The Capital Provider may monitor and receive information but shall not direct day-to-day operations. Commercial management authority remains with the Muḍārib within the approved mandate.

6. NET PROFIT AND DISTRIBUTION

6.1 “Net Profit” means the realised surplus attributable to the approved investment after deducting only direct, necessary, properly evidenced and permitted investment expenses, and after accounting for prior unrecovered losses or liabilities of the same investment where applicable.

6.2 Net Profit shall be divided 20% to the Capital Provider and 80% to the Muḍārib.

6.3 The Muḍārib’s ordinary management work, partner remuneration, general overhead and independent Sharīʿah review costs are borne from the Muḍārib’s 80% share or its own resources. They may not reduce the Capital Provider’s 20% share, except for distinct direct transaction expenses expressly permitted in Schedule 2.

7. LOSS, LIABILITY AND CAPITAL RETURN

7.1 Ordinary commercial loss not caused by the Muḍārib's fault is borne by the Capital Provider. The Muḍārib receives no profit in respect of a transaction or period that produces no Net Profit and is not liable merely because an approved investment performs poorly.

7.2 The Muḍārib is liable only to the extent that proven loss was caused by fraud, dishonesty, wilful misconduct, unauthorised use of funds, material negligence (taqṣīr), transgression of mandate (taʿaddī) or breach of an express restriction in this Agreement.

7.3 On maturity or termination, the remaining Capital shall be returned after lawful losses, liabilities, wind-down expenses and final reconciliation. Return of the original Capital amount is not guaranteed.

8. RECORDS, REPORTING AND TRANSPARENCY

8.1 The Muḍārib shall maintain records reasonably sufficient to identify the receipt, deployment, income, expenses, distributions and balance of the Capital, including trust records, contracts, invoices and management information.

8.2 The Capital Provider shall receive a written report at least quarterly, together with distribution statements when a distribution is made and a final account on maturity or termination.

8.3 A material adverse event, suspected misuse of funds or material Sharīʿah compliance concern shall be disclosed without unreasonable delay, subject to legal privilege, lawful confidentiality and restrictions on prohibited regulatory disclosures.

9. TERM, CANCELLATION AND TERMINATION

9.1 This Agreement runs for a fixed term of 12 months from the Commencement Date and matures on the Maturity Date recorded above. Any continuation after maturity requires a new written agreement.

9.2 The Capital Provider may cancel this Agreement or request withdrawal of the Capital before the Maturity Date by delivering a written notice clearly headed "Cancellation Note" to the Muḍārib at info@qirad.co.za. The Cancellation Note must identify the Capital Provider, Agreement reference and verified bank account for payment, and must be signed by the Capital Provider or an authorised representative.

9.3 If the Capital Provider cancels this Agreement or requests withdrawal before the Maturity Date, the Capital Provider waives and forfeits all Net Profit realised, accrued, declared or otherwise attributable to the Capital up to the cancellation date. Any profit already paid may be deducted from the amount otherwise payable. The Muḍārib shall pay the remaining amount due, after lawful losses, liabilities, permitted expenses and final reconciliation, within one Business Month after receiving the Cancellation Note. For this clause, "Business Month" means one calendar month calculated from the date of receipt; if the corresponding payment date is not a Business Day, payment is due on the next Business Day.

9.4 Apart from cancellation by the Capital Provider under clause 9.2, this Agreement may be terminated by written agreement; material breach not remedied within ten Business Days after notice; fraud or serious misconduct; illegality; insolvency materially affecting performance; inability to maintain lawful or Sharīʿah-compliant operation; or impossibility of continuing the investment.

9.5 On maturity or termination other than early cancellation by the Capital Provider, the Muḍārib shall stop new deployment, protect records and assets, collect receivables, settle lawful liabilities, realise or transfer assets prudently, prepare final accounts and distribute the remaining Capital and Net Profit.

10. FICA, CONFLICTS AND RELATED PARTIES

10.1 The Capital Provider must complete the required client due diligence, identify representatives and beneficial owners, disclose the source of funds and provide documents reasonably required under Isaacs Attorneys' risk management and compliance programme.

10.2 The Muḍārib and Isaacs Attorneys may verify information, screen relevant persons, request further evidence, delay or decline a transaction, return funds to the verified source, monitor activity and make reports required by law.

10.3 Any material partner interest in an underlying business, supplier or transaction must be disclosed. A related-party transaction must be fair, documented and approved by both partners.

11. DISPUTES AND GENERAL

11.1 The parties shall first attempt good-faith sulḥ or mediation for at least fifteen Business Days after written notice of a dispute. If unresolved, the dispute shall be finally determined by a sole arbitrator seated in Cape Town under the Arbitration Act 42 of 1965. Urgent court relief remains available.

11.2 This Agreement, its completed Schedules and any written deployment notice expressly incorporated into it constitute the whole agreement. A variation must be in writing and signed by the Muḍārib and the Capital Provider.

11.3 No right may be ceded and no Capital Provider substituted without written approval and completion of required compliance checks. Invalid provisions are severed minimally. Electronic and counterpart signatures are permitted. South African law governs this Agreement.

> Important risk acknowledgement: Qirāḍ is a profit-sharing investment and not a savings account, loan or fixed-income product. The Capital Provider can lose some or all of the Capital through ordinary commercial loss. No fixed return, minimum profit or guaranteed repayment is promised.

SCHEDULE 1 — CAPITAL PROVIDER, CAPITAL AND PAYMENT DETAILS

Capital Provider full name / entity	____
ID / registration / trust reference	____
Physical address	____ ____
Email / mobile	____
Capital contribution	R __________________________
Term	12 months from the Commencement Date
Agreement / round reference	QG0826 / ____________________________________
Originating bank account holder	____
Verified return / distribution account	Bank: _______________ Account: _______________ Branch: _________

DESIGNATED TRUST ACCOUNT

Account holder	I. Isaacs t/a I. Isaacs Attorneys
Account type	Legal Practitioner Trust Account
Bank	First National Bank
Account number	Provided privately after onboarding
Branch / code / SWIFT	Kenilworth Centre / 210046 / FIRNZAJJ
Payment reference	QG0826-NAME & SURNAME

***Security notice:** Verify the banking details directly with Isaacs Attorneys on 074 434 6350 before transferring funds. Qirad contributions are accepted by electronic transfer only.*

CAPITAL PROVIDER ACKNOWLEDGEMENTS

☐ I have read the Decision Summary, intended investment activities, profit-sharing terms, loss provisions, 12-month Term and cancellation provisions.
☐ I understand that 20% is a share of actual Net Profit, not 20% of my Capital and not a fixed or guaranteed return.
☐ I understand that Capital and profit are not guaranteed and that ordinary commercial loss may reduce or exhaust my Capital.
☐ I authorise deployment within Schedule 2, subject to the controls in this Agreement.
☐ I understand that cancellation or withdrawal before the Maturity Date causes me to forfeit all profit attributable to my Capital, and that the remaining amount due will be paid within one Business Month after receipt of a valid Cancellation Note, subject to lawful losses, liabilities, permitted expenses and final reconciliation.
☐ I have had the opportunity to obtain independent legal, tax, financial and Sharīʿah advice before signing.

EXECUTION BY THE CAPITAL PROVIDER

Full name / entity	Capacity, if entity
______________________________	______________________________
Signature	Place and date
______________________________	______________ ____ / ____ / 20____

SCHEDULE 2 — INVESTMENT MANDATE AND DISCLOSURE

Mandate: The Capital may be deployed across one or more of the opportunity categories below, according to availability, due diligence, commercial viability, lawful contracting, liquidity requirements and the controls in this Agreement. The Muḍārib may leave Capital temporarily undeployed in the trust account while an identified transaction is being finalised, subject to applicable professional rules.

Select	Opportunity category	Intended activity / disclosure
☐	South African residential and commercial property	Acquisition, improvement, letting, sale or participation in approved property transactions.
☐	Chemtec processes	Process-based and related commercial opportunities approved after technical and commercial assessment.
☐	Medical supplies	Procurement, supply and sale of medical goods and related products under lawful contracts.
☐	Government procurement and tenders	Lawful quotation, tender and supply opportunities, including through the CSD, eTender and other applicable platforms.
☐	Halal business partnerships	Qirāḍ, mushārakah, joint venture, equity, trade or other permissible participation with screened businesses.

Geographic scope	Republic of South Africa unless separately disclosed in writing
Permitted direct expenses	Transaction-specific legal, valuation, registration, conveyancing, technical, logistics, procurement, insurance/takaful, banking and accounting costs that are necessary, evidenced and attributable to the investment.
Prohibited use	Personal expenditure; interest-bearing lending; unlawful payments; prohibited sectors; use outside the mandate; or an undisclosed related-party benefit.
Reporting frequency	Quarterly, plus deployment statements

INFORMATION FOR THE CAPITAL PROVIDER'S DECISION

- The investment is managed by Isma-eel Isaacs and Maahier Esa trading as Qirad Group; the Capital Provider does not manage the underlying opportunities.
- The investment strategy is opportunity-led and may involve different lawful sectors. Past or projected performance is not a guarantee of future profit.
- Property, procurement, medical supply, process-based and SME partnership transactions each carry different operational, counterparty, liquidity, market and regulatory risks.
- Tender or procurement participation does not guarantee that a bid, quotation, purchase order, contract, delivery acceptance or payment will be awarded or completed.
- Capital may be illiquid during the Term. If the Capital Provider cancels before maturity, clause 9.3 applies: profit is forfeited and the remaining amount due is paid within one Business Month after receipt of a valid Cancellation Note, subject to lawful losses, liabilities, permitted expenses and final reconciliation.
- The Capital Provider should consider affordability, concentration risk, tax consequences and the possibility of losing some or all of the Capital.

EXECUTION BY THE MUḌĀRIB

Signed for and on behalf of Isma-eel Isaacs and Maahier Esa trading as Qirad Group by Isma-eel Isaacs, duly authorised under the Qirad Group Partnership Constitution:

Authorised signatory	Signature
Isma-eel Isaacs	________________________________
Place	Date
________________________________	____ / ____ / 20____