

ARRANGING CREDIT OR DEALS AGREEMENT

Parties to this agreement ("Agreement")

Istar Capital Ltd, a private company registered in DIFC with license number 2950 and regulated by the DFSA under license number F4732, whose registered office is at Unit 604, Level 6, Index Tower, DIFC, PO Box 507268, Dubai, UAE ("Istar")

And

_____, a _____ company registered in _____ with registration/license number _____ whose registered office is at _____ (the "Client").

WHEREAS

- A. Istar and the Client have entered into general terms of business dated ____ / ____ / ____ pursuant to which Istar has agreed to provide certain services to the Client (the "**Terms of Business**").
- B. The Client has requested that Istar provide to it certain arranging services as detailed in this Agreement.

IT IS HEREBY AGREED as follows

1. AGREEMENT

- 1.1 This Agreement is a Client Agreement for the purposes of the Terms of Business and relates to a Mandate for arranging credit or deals in investments (this "**Mandate**").
- 1.2 This Agreement and any Appendix set out the scope of this Mandate.
- 1.3 The Terms of Business are incorporated herein by reference and apply to this Mandate and the terms and expressions used but not otherwise defined herein have the meanings given to them pursuant to the Terms of Business.
- 1.4 The provision of Services under this Mandate is subject to the Terms of Business as supplemented by the terms hereof.
- 1.5 Unless specifically agreed in writing between the parties or as may be expressly contemplated by a specific provision of the Terms of Business, no provision in this Agreement will constitute a waiver or amendment to any provision of the Terms of Business.

2. ARRANGING SERVICES ACTIVITIES

- 2.1 The Client hereby mandates and authorises Istar to provide to the Client, in compliance with the Client's investment guidelines (as set out in this Agreement and as may be amended from time to time as agreed between Istar and the Client) (the "**Investment Guidelines**") the following services:
 - (a) arranging (bringing about) deals for the Client in Investments or arranging credit, inclusive of providing the Client with access to Investments not otherwise available to the Client;
 - (b) making arrangements with a view to Transactions in Investments; and

Client(s) / Representative(s) Initials:

(c) any arranging activities ancillary to the above.

2.2 Istar shall act in accordance with its duties for arranging services as set out in the DFSA Rulebook, which shall not include any advisory, discretionary, or managing components. In the event of Istar being required to play any advisory, discretionary, or managing role, the Client will be required to conclude one or more separate agreements with Istar for these additional services.

2.3 The Client will be responsible to undertake its own research, investigations, due diligence, and negotiations relating to any Investment, Credit or Transaction arranged by Istar under this Mandate and to consult its own professional advisers in respect thereof.

2.4 In situations where the Client requires the assistance of Istar in the selection and/or appointment of third party services providers, Istar shall not accept any responsibility or liability for any loss, costs or expenses incurred by the Client in the event of such third party services provider defaulting on or otherwise breaching its obligations to the Client nor for the fees, costs or expenses of any such service provider.

2.5 Istar does not, is not required to, and shall not conduct a Suitability Assessment in respect of any Transactions or Investments entered into by the Client pursuant to this Mandate and/or the Services provided hereunder.

2.6 The Client authorises Istar to perform all acts which it deems reasonably necessary to execute the Services under this Mandate.

2.7 The Client agrees that this Mandate and the provision of Services hereunder may involve Istar group companies, which may be non-banking entities, and which may not be subject to prudential supervision, including, but not limited to, special purpose entities established and managed by the Istar group companies or their Affiliates. Such Services may include dealings with Istar group companies and/or their Affiliates as counterparties (including investment funds sponsored and/or managed by Istar, Istar group companies and/or their Affiliates). The Client acknowledges, understands, and accepts that funds might be placed with financial and non-financial borrowers, regulated and unregulated entities, rated and non-rated companies, all of them of diverse creditworthiness.

2.8 The Client must inform Istar in writing of any changes to the Investment Guidelines, which Istar will confirm acceptance of in writing to the Client before such changes become effective.

2.9 The Client understands that the Services provided under this Mandate are related to the facilitation and intermediation of Transactions and/or Investments and Istar shall provide no advice or recommendations in relation to any Investments or Transactions concluded pursuant to this Mandate. Istar gives no guarantee as to the performance nor as to the avoidance of losses in respect of any Investment made or Transaction entered into pursuant to the Services rendered hereunder.

3. DEALING WITH SERVICE PROVIDERS

The Client hereby authorises Istar to appoint brokers, traders, agents, administrators, trustees, financial intermediaries and/or any other services providers in order to implement the Investment Guidelines, perform this Mandate and the Services agreed to hereunder and/or to give effect to this Agreement and all matters reasonably ancillary thereto.

4. RISK DISCLOSURE

The Client understands that Istar gives no guarantees as to the performance of any Investment made nor as to the avoidance of losses pursuant to the Services provided as part of this Mandate.

5. FEE AGREEMENT AND CHARGES

5.1 Istar shall receive remuneration for its services and reimbursement of costs and expenses as detailed in the Fees and Conditions schedule.

5.2 The Client shall be responsible for the payment of any commissions, transfer fees, broker fees, dealing fees, registration fees, taxes and similar liabilities and costs payable or incurred by Istar under this Agreement in respect of Istar providing the services pursuant to this Mandate to the Client.

SIGNATORIES:

Signed for and on behalf of:

ISTAR

by its duly authorised signatory:

Signed for and on behalf of:

by its duly authorised signatory:

Name:

Title:

Date:

Name:

Title:

Date: