



**BAIS HAVAAD**  
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**HETER ISKA KLALI**

We, Uri and Anet Silver, on behalf of HYC Logistics Incorporated, (herein the "Company" or the "Investing Partner"), hereby declare and admit that any monies or services advanced by the company on behalf of any clients or customers or any agreements or transactions entered into by the Company that would violate any of the laws of ribbit shall be structured as an iska partnership. The iska partnership shall be subject to the following terms and conditions:

All parties who receive services and/or funds from the Company (herein the "Managing Partner(s)") shall transfer to the Investing Partner a partnership interest equal to 100% (ONE HUNDRED PERCENT) of value of monies and/or services in all investments, businesses, and real estate that Recipient owns, the value of which shall be determined by the Arbitrator. (For example, if \$100,000 was invested, Investing Partners will receive an interest equal to \$100,000 in all of the Recipient's assets. If the recipients assets are valued at \$500,000 at the date above, the Investing partner shall be a 20% partner with the recipient in all of his assets.). If the Recipient identifies a specific investment that he believes will be more profitable, he shall transfer and assign to the Investing Partners a partnership interest in that investment. In any event any and all securities which are specified in the attached documents shall remain encumbered for this obligation. Such partnership share shall be managed by the Recipient for the benefit of the Investing Partner. Any profits, and capital gains shall accrue to the Investing Partner, and any losses arising from this investment shall be borne by the Investing Partner. The Managing Partner must verify any claim of loss through the testimony of two Halachically 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. This iska shall be structured as kulo pikadon. The Managing Partners obligate themselves to manage the iska partnership in the manner deemed most beneficial to the Investing partner. It is agreed that if the Managing Partner fulfills all the terms of the documents associated with said transactions, as per the terms of documents drafted for each specific transaction or arrangement agreed upon by the parties, the Investing Partner shall waive his right to demand verifications of the results of the investment. The Managing Partner/s is/are obligated to notify the Investing Partner/s on the first of every month whether there had been profit during the previous month. If they/he fail/s to give such notice, that shall be deemed an admission that the investment had accrued a profit amount equal to all of the amounts in excess of the Investment Amount required to be paid during such previous month in all of the attached documents, and that such profit had been Halachically transferred to the Investing Partner/s so that the Investing Partner/s will earn profit on that money. The Investing partner/s is/are believed to say that the recipient has not given such notice unless Witnesses testify that they/he had given such notice. Any additional profits shall belong solely to the Managing Partner. Any payments made that are not justified by this iska agreement shall reduce the principal balance of this iska. Any future payments that are made to avoid the above-mentioned verification shall be increased to compensate for any discrepancy. To the extent necessary to avoid the Ribbis Prohibition, this document shall override any other agreements, even those that do not reference this document. Any mentions of loans or interest shall be interpreted as an iska and to payments mentioned above. No agent of the company shall be authorized to enter into any agreements that violate the laws of Ribbis or this iska. 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. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled exclusively by arbitration administered by Rabbi Shmuel Honigwachs (herein the "Arbitrator") or his designee. In the event that Rabbi Shmuel Honigwachs is not willing or able to hear, try, or settle said dispute the matter shall be admitted to the Bais HaVaad Rabbinical Court or their designee in accordance with its Commercial Arbitration Rules, and in accordance with the arbitrators understanding of the agreement between the parties. The arbitrator shall arbitrate based on his understanding of the intention of the parties at the time of the agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties have accepted the Arbitrator with a valid Kinyan. This document is intended to be, and is, binding, consistent with the binding nature of all agreements, obligations, and acquisitions that are properly effected in a duly constituted Jewish Court of Law in accordance with the laws and rules established by Rabbinical authorities. THIS IS ALL VALID AND IN GOOD STANDING. I hereby affix my signature on this 10 day of MARCH 2021.