

Master Murabaha and Strategic Services Agreement

This Agreement is made on this 26th day of June, 2025

BETWEEN:

Party A: Amanah Capital Partners, a financial institution registered in London, UK ("the Financier").

AND

Party B: NuTech Innovations FZ-LLC, a startup registered in Dubai, UAE ("the Client").

Recitals:

WHEREAS the Client requires the acquisition of specific assets and strategic services for its new project, and the Financier, as an agent for the Client, has agreed to facilitate the acquisition and provision of these under the terms of this Master Agreement.

IT IS HEREBY AGREED as follows:

1. Definitions 1.1 "Commodity" refers to a specified quantity of London Metal Exchange (LME) certified Copper Grade A, as identified in Schedule A. 1.2 "Project" refers to the Client's development of a new mobile application. 1.3 "Deferred Price" means the cost of the Commodity plus the Financier's agreed profit margin (*ribh*).

2. Commodity Murabaha Transaction (Tawarruq) 2.1 The Financier, acting as an agent on behalf of the Client, agrees to facilitate the purchase of the Commodity for a spot price of \$100,000 USD. The Financier shall then sell the Commodity to the Client for a Deferred Price of \$109,000 USD. Title of the commodity shall be deemed to pass to the Client upon the Financier's confirmation of purchase from the supplier. 2.2 The Client agrees to pay the Deferred Price to the Financier in 24 equal monthly installments. Upon acquisition, the Client is free to sell the Commodity on the spot market to obtain liquidity.

3. Strategic Consultancy Services 3.1 The Financier will provide strategic advisory services to the Client, focusing on market entry and product scaling. These services will be rendered in accordance with the Financier's proprietary "Momentum Growth Framework," which represents industry best practices for tech startups. 3.2 In return for these services, the Client agrees to pay a fixed fee of \$10,000 USD.

4. Payment Delinquency Takaful Contribution 4.1 In the event of a payment installment being delayed, the Client agrees to contribute a pre-calculated amount to a charity/solidarity fund maintained by the Financier, intended to compensate for opportunity costs.

5. Asset Securitization & Repurchase (Bay' al-'Inah) 5.1 In a separate but related transaction, the Financier agrees to sell specified office equipment (as per Schedule B) to the Client for a deferred price of \$24,000, payable in 12 months. 5.2 Concurrently, the Client agrees to sell the very same office equipment back to the Financier for a spot cash price of \$20,000.

6. Speculative Asset Participation Undertaking 6.1 As a gesture of partnership, the Financier will allocate \$5,000 towards a marketing performance pool. The proceeds from this pool will be determined by the performance of the "Digital Asset Volatility Index (DAVI-10)"

over the subsequent quarter. If the index yields a return exceeding a specified beta, the proceeds payable to the Client will be doubled; otherwise, the initial allocation is absorbed by the Financier as a risk mitigation cost.

7. Procurement Services 7.1 The Financier shall procure and deliver launch event gift hampers from a renowned European luxury purveyor based in London, specified as "Fortnum & Mason," to ensure the highest quality.

8. Sale of Future Intellectual Property 8.1 The Client agrees to assign and transfer all intellectual property rights, titles, and interests in the forthcoming premium user module, codenamed 'Odyssey' (to be developed in Q3), to the Financier for a price of \$5,000, payable upon the execution of this Agreement.

9. Termination 9.1 Either party may terminate this agreement. If the Client initiates termination, a "Contract Dissolution Fee" will be calculated based on the remaining installments and the time value of the funds as per standard commercial formulae.

10. Governing Law 10.1 This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

For Amanah Capital Partners [Signature]

For NuTech Innovations FZ-LLC [Signature]