

## **Financing Agreement**

This financing agreement is made on the       day of       20.       between:

### **Party One:**

CORAL WEALTH INVESTMENT IN HEALTHCARE ENTERPRISES & DEVELOPMENT CO. L.L.C , a limited liability company registered in Dubai, United Arab Emirates, under license numbers (1250854, 1435972, 53586), with its registered office in Dubai, UAE. Hereinafter referred to as Party One.

### **Party Two:**

[Name], holder of UAE ID number       and passport number       residing at  
phone number:       email:       Hereinafter referred to as Party Two .

### **Introduction:**

Whereas Party One operates in the field of investment in emerging industries, including commercial, industrial, healthcare, educational, technological, and retail sectors;

Whereas Party Two wishes to provide financing to Party One for investment purposes, with profits to be realized and shared according to an arrangement agreed upon by both parties;

Now, therefore, the parties agree as follows:

## **1. Definitions**

For the purposes of this agreement, the following terms shall have the meanings set forth below:

1. **Business Days** : Any day other than a weekend, public holiday, or bank holiday in the UAE.
2. **Financing Amount** : The monetary amount provided by Party Two to Party One under this agreement for investment purposes.
3. **Shares** : Ownership rights in Party One that may be offered as collateral for the Financing Amount.
4. **Certification** : The official documentation of this agreement in accordance with the laws of the UAE.

5. **Term of the Agreement** : The duration for which this agreement is in effect as specified in this document.

6. **Arbitration** : The resolution of disputes in accordance with the Dubai International Arbitration Centre (DIAC) rules and Federal Law No. (6) of 2018 concerning arbitration.

## **2. Purpose of the Agreement**

This agreement sets forth the terms under which Party Two provides the Financing Amount to Party One for investment purposes, with profit sharing according to the model agreed upon by both parties.

## **3. Financing Amount**

1. Party Two agrees to provide an amount of ..... AED (hereinafter referred to as the “Financing Amount”) to Party One, as detailed in Annex (A), for investment in one or more of the following sectors:

- Commercial sectors
- Industrial sectors
- Healthcare sectors
- Educational sectors
- Technological sectors
- Retail sectors
- Other emerging industries

2. The Financing Amount shall be transferred only to Party One's official bank account, as per the following banking details:

Party One’s Account:

- Account Name: CORAL WEALTH INVESTMENT IN HEALTHCARE ENTERPRISES & DEVELOPMENT CO. L.L.C

Currency: AED

IBAN: AE330860000009467791855

SWIFT/BIC: WIOBAEADXXX

Account Number: 9467791855

3. Party Two acknowledges that any transfer of funds to an account other than the specified bank account above shall be considered a violation of this agreement, and Party One shall not be liable for any losses, damages, or claims arising from any unauthorized transfers to other accounts. Additionally, Party One shall not be responsible for any investments or profits related to funds transferred to any account other than the official bank account mentioned above.

4. The Second Party shall be notified of the applicable payment cycle. There are two payment cycles under this Agreement:

the mid-month cycle, falling on the fifteenth (15th) day of each calendar month.

the end-of-month cycle, falling on the last day of each calendar month.

The applicable cycle shall be designated by the First Party. Profit payments shall be made within a maximum of five (5) business days from the applicable due date.

Payments from the First Party to the Second Party shall be made through the following bank account:

Account Name: Party Two's Name

Currency:

IBAN:

SWIFT/BIC:

Account Number:

5. Party Two must notify Party One in writing of any changes to their bank account details and obtain written confirmation from Party One before executing any subsequent profit payments.

## **4. Profit Sharing Models**

Party Two has the right to choose one of the following profit-sharing models:

### **1. Variable Profit Distribution Model**

- Profits generated from the investment of the Financing Amount shall be distributed according to the following ratios:

80% to Party Two.

20% to Party One as administrative fees.

### **2. Fixed Yield Model**

Party Two receives a fixed yield percentage from the Financing Amount, as specified in Annex (A), regardless of the actual profits achieved.

### **3. Profit Sharing Model Selection**

The profit-sharing model shall be documented and selected in Annex (A) attached to this agreement, and the selection shall be final and binding upon signing the agreement, and may only be amended by mutual written consent of both parties.

## **5. Payment Terms**

### **1. Profit Payment Period**

- Party Two selects the profit payment period from the following options:
- Monthly
- Quarterly
- Semi-Annually
- Annually

Payments will be made on the fifteenth or the last day of the agreed month.

### **2. Payment Method**

- Payments shall be made via bank transfer to Party Two's bank account.
- If the payment date falls on a public holiday, payment will be made on the next business day.

### **3. Additional Provisions**

- Party One shall not be liable for delays in payments arising from banking or technical issues.
- Payments shall be executed automatically from Party One's bank account to Party Two's bank account. A receipt of the bank transfer shall serve as official proof of payment by Party One.
- Party Two shall bear all bank charges associated with the transfers, including international and local fees and any other related costs.

## **6. Guarantees Provided**

**1. Party Two may choose one of the following guarantees for the Financing Amount:**

- Obtaining shares in Party One.
- Signing a documented commercial contract between the parties.
- Receiving a guarantee check equivalent to the investment amount, under specified and agreed conditions.

**2. Costs of Share Transfer**

- If Party Two chooses to obtain shares as collateral, the party initiating the transfer shall bear all costs associated with it.

**3. Costs of Certifying the Agreement**

- Party Two shall bear all legal fees and costs related to the certification of this agreement if they wish to have it officially certified.

**7. Termination of the Agreement and Return of the Financing Amount**

**1. Termination Upon Expiry of the Agreement Term**

- The Parties agree that upon the expiry of the Agreement term, the First Party shall be obligated to return the full Financing Amount to the Second Party, provided that the Second Party has submitted a written notice at least three (3) months prior to the expiry date. The Second Party shall be entitled to encash the Financing Amount fifteen (15) days after the date of the Agreement's expiry.

**2. Early Termination of the Agreement**

- The Parties agree that either Party may terminate this Agreement at any time, provided that a prior written notice of not less than three (3) months is submitted to the other Party. The Agreement may also be terminated at any time by mutual written agreement between the Parties.
- In the event of early termination by either Party, the First Party shall be obligated to settle all outstanding financial obligations within a period not exceeding three (3) months from the effective date of termination.
- In the event of early termination by the Second Party, profit distributions shall be immediately suspended, and the Second Party shall not be entitled to claim any distributions or profits arising from the final business cycle.

**3. Share Transfer Costs Upon Termination**

- The Second Party shall solely bear all costs, fees, and expenses related to the transfer of shares upon termination of the Agreement.

#### **4. Termination Due to Project Closure or Industry Underperformance**

- In the event that this Agreement is terminated as a result of project closure or underperformance of the investment industry, the First Party shall settle all returns accrued up to the date of termination. The original capital amount provided by the Second Party shall be reverted in full within a maximum period of three (3) months from the effective date of termination.

### **8. Arbitration and Dispute Resolution**

1. Any dispute arising from the execution or interpretation of this agreement shall be definitively resolved through arbitration in accordance with the rules of the Dubai International Arbitration Centre (DIAC), and in compliance with Federal Law No. (6) of 2018 concerning arbitration in the UAE.

2. The decisions of the arbitration panel shall be final and binding on both parties.

### **9. General Provisions**

#### **1. Entire Agreement**

- This agreement represents the full understanding between the parties and supersedes all prior agreements or understandings, whether verbal or written.

#### **2. Amendments**

- This agreement may only be amended by a written agreement signed by both parties.

#### **3. Governing Law**

- This agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

#### **4. Copies**

- This agreement has been signed in two original copies, one for each party, and each copy shall be original and have legal effect.

**Annex (A): Financing Amount and Profit Sharing Details**

| Financing Amount | Profit Sharing Model | Annual Return (%) | Profit Payment Period |  
Contract Term |

### **Signatures of the Parties**

Party One:

Name: Sagithra Nath G

Title: CEO and General Manager

Signature:

Party Two:

Name:

Signature:

### **Candidate Appointment Acknowledgment**

I, [Party Two's Name], holder of UAE ID number                      and residing at  
acknowledge and appoint the following candidate regarding my investment under  
this agreement:

#### **Candidate Details:**

Full Name:

Relationship to Party Two:

UAE ID/Passport Number:

Contact Details:

Address:

#### **Candidate Rights and Authorities:**

1. **Receiving Profits:** The candidate has the right to receive all profits due to Party Two.
2. **Claiming Invested Capital :** The candidate has the right to receive the full amount of capital invested as per the terms of this agreement.
3. **Legal Representation :** The candidate is authorized to represent Party Two concerning the investment.

### **Compliance with Laws:**

This acknowledgment is subject to the laws of the United Arab Emirates.  
Party One shall not bear any legal responsibility for the actions of the candidate.

Signature:

Name of Party Two:

Signature of Party Two:

Name of Candidate:

Signature of Candidate: