

Rabbinical Board


R' Aron Wieder
 R' Sarel Rosenberg
 R' Shmuel Fuerst
 R' Shmuel Kamenetsky
 R' Yechiel Mechel Steinmetz

בסיעתא דשמיא

חברי רבנים
 הרה"ג אהרן ווידער
 הרה"ג נחמן יחיאל מיכל שטיינמעץ
 הרה"ג שמואל פורסט
 הרה"ג שמואל קאמנצקי
 הרה"ג שריאל רוזנברג

Heter Iska Instructions

1. Fill out your account information.
2. Ensure that the Iska is signed by the Bank and by you.
3. **It's important to have at least a basic understanding of how a Heter Iska works**
 When you sign a Heter Iska, it restructures the underlying transaction from a loan into an investment. As a result, the funds provided by the bank or mortgage company will be considered an investment in your property, business, or assets. Consequently, the monthly payments will be categorized not as principal and interest but as principal and return on investment, as outlined in the Iska.
4. Keep a copy of the signed Iska for your records.



HETER ISKA K-820-D

HETER ISKA (Deposits and Savings Accounts)
 For deposit and savings accounts, **not** for mortgage loans.

Date:	
Account Holder (Depositor) Name:	
Address:	

Sign and date below to confirm your acceptance of these Heter Iska terms.

Apple Bank

Print Name: _____ Title: _____

Signature: _____ Date: ___/___/___

Account Holder (Depositor)

Print Name: _____

Signature: _____ Date: ___/___/___

KFIC 2026 ©
HETER ISKA
Page 5 of 6



HETER ISKA (Deposits and Savings Accounts)

For deposit and savings accounts, **not** for mortgage loans.

Date:	
Account Holder (Depositor) Name (s):	
Address:	
Last four digits of account number (s):	

Re: Heter Iska

1) Definitions:

As used in this Document,

“Beth Din” means an Orthodox Jewish rabbinic court affiliated with, or approved by, KFI.

“Iska” refers to this Heter Iska.

“Iska Agreement” means this Heter Iska Agreement.

“KFI” shall mean KFIC INC., dba the Kosher Financial Institute, a New York corporation.

“Account Agreement” means that certain Account and/or Deposit Agreement between the Bank and Depositor referenced above.

“Bank” means **Apple Bank** together with any of its successors, subsidiaries, affiliates, divisions, trade names, and doing-business-as (DBA) names, including any entity or brand under which the Bank may operate now or in the future.

“Depositor” means the person or entity indicated above.

“Transaction” means all Deposits, Financial transactions or benefits pertaining to the Account Agreement.

2) Allocation:

The undersigned parties confirm and expressly agree that, to the extent the Transaction may violate the laws of Ribbis, the Transaction shall be governed by this Heter Iska and structured as an Iska investment in accordance with the principles of Heter Iska and the applicable terms set forth herein.

- a) All funds deposited, credited, or maintained in the Depositor’s account under the Account Agreement are provided to the Bank for the purpose of investing or lending in Halachically permissible loans or investments.
- b) Ninety-nine percent (99%) of all profits, if realized, shall be allocated to the Depositor pursuant to the terms of the Account Agreement, and one percent (1%) shall be allocated to the Bank as compensation for managing the Iska.

- c) Losses sustained from the Iska shall be allocated to the Depositor subject to the obligatory verification described below. However, in no circumstance will the Depositor have any liability above the amount invested.

3) Remedies:

Any claim of an Iska investment loss or lack of profits by the Bank shall proceed as follows.

- a) The Bank shall notify the Depositor and KFI by certified mail, within 14 days of default of any anticipated earnings, per the Account Agreement, about the lack of profit and/or loss of principal and its willingness to verify such claim (the "Notice of Exemption"), time being of the essence. If no such notification is made within the above time frame, no such claim of loss or lack of Profit by the Bank shall be valid or admissible.
- b) It is agreed that the Bank's claim of loss of principal of any amount shall have no evidentiary validity and shall not be accepted unless the claim is verified by two valid witnesses as defined by Jewish law.
- c) The Bank shall have the burden of verifying the amount of profit by testifying under a severe oath before and under conditions acceptable to Beth Din or equivalent evidence.
- d) All of the above claims, whether concerning the loss of principal or confirming profit, must be verified within ninety (90) days of defaulting any scheduled payments subject to additional time if required by Federal or applicable State law. Time being of the essence, and if no such compliant verification had been made within the above time frame, no such claim by the Bank shall be valid or admissible as evidence and the claim shall have no force or effect. Failure to notify a) or verify a claim of loss b) or profit c) in the time specified shall be deemed an admission that no loss in principle has occurred and sufficient profits have been generated and that the Depositor shall be entitled to a sum equal to the principal, interest and all other obligations of the Bank under the Account Agreement.
- e) The parties agree that all the evidence presented shall be under the sole and exclusive jurisdiction of a distinguished Beth Din, and such proceeding must be in the presence of the Depositor or its designated representative.

4) Conciliation:

- a) The parties hereby agree that the Bank shall have the option to enter into conciliation with the Depositor to bypass the verification requirements outlined in Section 3). This shall be achieved by fulfilling all payment obligations as specified in the Account Agreement, in accordance with the terms, conditions, and schedule set forth therein. Furthermore, it is mutually understood that upon exercising this option, the Bank shall be entitled to retain all gains exceeding the conciliation amount.
- b) Any sign-up promotion that contravenes Jewish interest law shall reduce the deposit balance of this Iska. However, the conciliatory payments described in Section a) shall be equal to the total amount due pursuant to the Account Agreement.

5) Mutual Representations and Warranties:

- a) Each party hereto represents and warrants to the other party as of the date hereof (which representations and warranties shall survive the execution and delivery of this Agreement) as set forth below:
- b) Power and Authority. Each party hereto represents to the other party, on its own respective behalf, that (i) it has full power and authority to enter into this Iska Agreement, to incur the obligations as contemplated hereby, and to carry out the provisions of this Iska Agreement; and (ii) it has taken all action necessary for the execution and delivery of this Iska Agreement and for the performance of each of its obligations hereunder, as evidenced by corporate resolution(s) or other authorization.
- c) Enforceability. Each party hereto represents to the other party, on its own behalf, that upon execution and delivery by each of the parties hereto, this Iska Agreement and any other related document shall be the legal, valid and binding obligations of such party and shall be enforceable against such party in accordance with their respective terms.

6) Arbitration:

Any dispute or controversy arising out of or relating to the interpretation or validity of this Iska Agreement shall be determined by arbitration administered by a KFI-affiliated or approved Beth Din in accordance with Jewish Law. Judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof.

7) Entire agreement:

This Iska Agreement shall supersede any and all prior or contemporaneous agreements, written or oral, between the parties hereto. In case of conflict between the terms and conditions of this Iska Agreement and the Account Agreement, the terms and conditions of the Iska Agreement shall control and prevail. All terms and conditions contained in the Account Agreement, including but not limited to the payment amount, term, and method, which do not contradict this Iska Agreement, are hereby incorporated by reference and made a part hereof. Furthermore, the terms of this Iska Agreement shall not supersede any Jewish law-compliant Iska personally signed between the Depositor and Bank.

8) Binding agreement:

- a) It is expressly agreed that if the Depositor or Bank is not familiar with the Iska concept, the Iska terms will nonetheless prevail, and each party shall enjoy all rights and bear all obligations assigned to the Depositor or Bank under this Iska Agreement.
- b) If any part, term or provision of this Iska Agreement is determined to be invalid, illegal or unenforceable for any reason, such determination shall not affect the remainder of this Iska Agreement, which shall continue to be in force.

9) Law:

This Heter Iska Agreement is a legally binding material inducement between the Bank and Depositor, and its terms have been finalized through an Agav Sudar binding procedure, as established by our sages of blessed memory, before a distinguished Rabbinical Court. This Agreement is not merely a simple assurance nor a standard form of contract; rather, it has been duly confirmed, validated, and established as a binding obligation upon the parties.

Sign and date below to confirm your acceptance of these Heter Iska terms.

Apple Bank

Print Name: Title: _____.

Signature: Date: ____/____/____.

Account Holder (Depositor)

Print Name:

Signature: Date: ____/____/____.