

LIV PROPERTY SERVICES CO LLC

and

LUX REALTY LLC

BROKERAGE AND MARKETING AGREEMENT



All

CONSULTANT COMPANY INFORMATION

Consultant name: LUX REALTY LLC

Place of incorporation / registration: Dubai, UAE

Company registration number: 1192458

Postal address: P.O.Box No. 79998

Physical address: Office 2801, 28th Floor, The Prime Tower, Business Bay. Dubai.

Telephone number: 04-4470297

Fax number:

Email: info@luxrealty.ae

DETAILS OF THE CONSULTANTS AUTHORISED SIGNATORY

Name of authorised signatory: SANA KHAN

Designation of authorised signatory: Chief Executive Officer (CEO)

Email of authorised signatory: sana@luxrealty.ae; sana@mediajunkie.onmicrosoft.com

Telephone number:

Mobile number: 971503879245, +447507865154

Passport number: 550505664

Country of issue: United Kingdom

BANK ACCOUNT DETAILS OF THE CONSULTANT (for payments of the Fee)

Name of bank: WIO Bank

Bank branch and address: Online

Account name: Lux Realty LLC

Account number: 9987122771

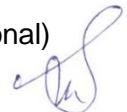
IBAN: AE170860000009987122771

CONSULTANT PRIMARY POINT OF CONTACT

Name: LIV Agents Department

Email: agents@omniyat-liv.com

Telephone number: 800 666 (UAE) / +971 4 511 5004 (International)



THIS AGREEMENT is made on the _____ day of _____ (the **Agreement Date**)

BETWEEN

- (1) **LIV Property Services Co LLC**, a company incorporated in Dubai and whose address is PO Box 112419, Dubai, UAE (**LIV**); and

(2) **LUX REALTY LLC**, a company incorporated in **Dubai, UAE** with licence number **1192458** (the **Consultant**), each a “**Party**” and together the “**Parties**”.

WHEREAS

- (A) The Consultant has offered to provide the Services in the Territory (as defined below).
 - (B) LIV has accepted the Consultant's offer to provide the Services on the terms and conditions contained in this Agreement.

IT IS AGREED as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Affiliate” means any person and/or legal entity within the same group of companies of, related to and/or associated with LIV;

“Agreement” means this agreement including any schedules or attachments thereto;

“Brokerage Services” means the brokerage services to be provided by the Consultant as set out in clause 4;

“Business Day” means Monday to Friday in Dubai excluding official government declared private sector public holidays;

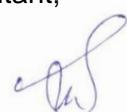
“Effective Date” means

“Fee” means:

in respect of new purchasers, five per-cent (5%) of the Purchase Price of a Unit; and

in respect of existing or repeat purchasers, three per cent.

	(3%) of the Purchase Price of a Unit, plus VAT at the standard rate;
“Intellectual Property Rights”	means:
	<ul style="list-style-type: none"> (a) patents, trademarks, service marks, moral rights, rights in designs, trade names, copyrights and topography rights, in each case whether registered or not, and any applications for registration of any of them; (b) rights under licences and consents in relation to any of them; and (c) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world;
“Marketing Contribution”	means LIV’s contribution to the Consultant’s marketing costs as set out in clause 9;
“Marketing Materials”	means all marketing, advertising, renderings, billboards, signage, sales and public relations materials, including without limitation, all sales and marketing brochures, sales and promotional materials or collateral advertising used in connection with the marketing of, or solicitation or registration of interest in, the Projects and/or the Units, or any website information referring to the Projects and/or the Units;
“Marketing Services”	means the marketing services to be provided by the Consultant as set out in clause 8;
“Projects”	means the projects currently being marketed and offered for sale by LIV as advised by LIV to the Consultant;
“Purchase Price”	means the Purchase Price of a Unit as set out in the SPA;
“Purchaser”	means the Purchaser of a Unit who has entered into a SPA;
“Services”	means the Brokerage Services and the Marketing Services;
“SPA”	means the sale and purchase agreement for a Unit in the form provided by LIV to the Consultant;



“Term”	has the meaning set out in clause 3;
“Territory”	means UAE ;
“Unit”	means a unit in the Projects; and
“VAT”	means value added tax, sales or other similar tax imposed by the relevant authorities in any jurisdiction.

2. Appointment

The Consultant agrees to provide the Services in respect of the Projects for the Term in consideration of the Fee.

3. Term

This Agreement will commence on the Effective Date and shall remain in force for a period of twelve (12) months unless terminated earlier pursuant to clause 13 (the **Term**).

4. Brokerage Services

The Consultant shall provide following brokerage services in the Territory:

- 4.1 contacting prospective purchaser(s) in respect of available Units; and
- 4.2 introducing such purchaser(s) to LIV with the aim of entering into and signing a property purchase reservation form and/or a SPA,

(the **Brokerage Services**).

5. Fee

- 5.1 The Consultant is entitled to the Fee if:
 - 5.1.1 the Purchaser has signed the SPA;
 - 5.1.2 the Unit has been registered in the Oqood registration system and the Oqood registration fees (currently four percent (4%) of the Purchase Price) have been paid by the Purchaser; and
 - 5.1.3 the Purchaser has paid twenty-five percent (25%) of the Purchase Price in cleared funds into the escrow account for the Project.
- 5.2 Subject to clause 6.2, the Fee is payable in full to the Consultant within thirty (30) Business Days after the fulfilment of all conditions set out in clause 5.1.
- 5.3 Where any taxable supply for the purposes of VAT is made under or in connection with this Agreement by one Party to another Party, the payer will, upon presentation of a valid VAT invoice, pay such VAT chargeable in addition to any payment required for that supply. For the avoidance of doubt, all amounts set out in this Agreement are exclusive of VAT. The Consultant shall assist and provide LIV with all necessary information and documentation to claim back any such VAT applied.



6. Consultant Acknowledgements

The Consultant acknowledges and agrees that:

- 6.1 except for Fee and any Marketing Contribution, the Consultant is not entitled to any other remuneration or reimbursement of expenses whatsoever incurred by the Consultant in the performance of the Services or otherwise related to this Agreement or a Unit; and
- 6.2 LIV will only pay the Fee and any Marketing Contribution to the Consultant pursuant to the terms of this Agreement and, without limitation, the Consultant shall not be entitled to the Fee or any Marketing Contribution if:
 - 6.2.1 the Consultant is in breach of this Agreement or the applicable laws;
 - 6.2.2 the Consultant, or any employee, officer, representative or agent of the Consultant, purchases or leases a Unit in its own capacity or for its relatives;
 - 6.2.3 the Consultant does not hold all necessary and applicable licences (including trade licences and any applicable registration);
 - 6.2.4 the Purchaser introduced by the Consultant to LIV does not identify and clearly name the Consultant as the introducing broker on the reservation contract and/or SPA (as the case may be); or
 - 6.2.5 the Purchaser contacts LIV directly, or has been introduced by another agent.

7. Performance Criteria and Review

- 7.1 LIV may conduct a performance review of the Consultant as and when it sees fit during the term (the **Performance Review**). The Consultant shall provide all information, data and assistance required by LIV as part of the Performance Review.

8. Marketing Services

- 8.1 The Consultant shall provide the following Marketing Services for the Projects in the Territory:
 - 8.1.1 provide in its facilities a dedicated area (either a separate room or an area that is otherwise clearly separable from the remainder of the facilities) to market and advertise the Projects;
 - 8.1.2 develop a strategy for the successful marketing and advertising of the Projects;
 - 8.1.3 carry out marketing and advertising activities in respect of the Projects;
 - 8.1.4 prepare for and attending road shows, exhibitions and real estate events;

- 8.1.5 conduct public relations activities; and
 - 8.1.6 liaise with the press and preparing press releases,
(the **Marketing Services**).
- 8.2 Unless otherwise agreed in accordance with clause 9, the Consultant shall bear all costs related to the Marketing Services.

9. Marketing Contributions

- 9.1 The Consultant shall develop and submit to LIV, on an ongoing basis, a budget for the Marketing Services, and each marketing activity.
- 9.2 LIV may contribute towards the actual and proven costs of the Consultant's marketing activities (**Marketing Contribution**), provided always that:
 - 9.2.1 LIV has absolute discretion in determining whether to make a Marketing Contribution;
 - 9.2.2 LIV has absolute discretion in determining the amount of any Marketing Contribution it may make; and
 - 9.2.3 the Consultant shall provide to LIV evidence of the costs of the marketing activities (including valid invoices and copies of any marketing/advertising materials).
- 9.3 The making and amount of the Marketing Contribution is in LIV's sole and unfettered discretion and nothing in this Agreement shall be construed or interpreted as an obligation to make a Marketing Contribution.

10. Personnel

- 10.1 All members of the Consultant's team must complete training with LIV in Dubai, UAE. LIV will notify the Consultant of the timing and duration of the training.
- 10.2 The Parties expressly agree that all costs and expenses for the training, including for any travel and accommodation, are included in the Fee and the Consultant shall not be entitled to any reimbursement of such costs and expenses.
- 10.3 The Consultant shall only provide highly qualified and experienced personnel of good reputation for the provision of the Services.

11. Reporting

The Consultant shall provide to LIV a weekly written report including, but not limited to, the following information:

- 11.1 number and details of concluded sales (for the preceding week and the total for the current month and year);
- 11.2 update on current negotiations with potential customers;
- 11.3 number and details of new contacts;

- 11.4 the lead activity report;
- 11.5 details of any marketing activities carried out in the preceding week;
- 11.6 details of any planned marketing activities; and
- 11.7 any other information relevant to the Services.

12. Consultant Warranties and Indemnities

- 12.1 The Consultant undertakes and warrants:
 - 12.1.1 to exclusively use the Marketing Materials provided by LIV to the Consultant or otherwise approved by LIV;
 - 12.1.2 not to use any other advertising and/or marketing materials other than the Marketing Materials provided by or otherwise approved by LIV;
 - 12.1.3 not to use the Marketing Materials for any other purpose than explicitly allowed for under this Agreement;
 - 12.1.4 not to carry out any Marketing Services without the prior written approval of LIV; and
 - 12.1.5 to comply at all times with the terms of this Agreement and the applicable laws of the Territory.
- 12.2 The Consultant hereby warrants and represents that:
 - 12.2.1 the Consultant is duly registered and licensed to provide the Services in the Territory;
 - 12.2.2 none of the employees of LIV is a relative or partner of the Consultant and that the Consultant shall inform LIV in writing as and when an employee of LIV becomes a relative or partner of the Consultant; and
 - 12.2.3 the Consultant will not release any advertisement or conduct any publicity or marketing campaign in respect of LIV or the Projects without the express prior written consent of LIV.
- 12.3 The Consultant shall be liable for and will indemnify LIV and its Affiliates, their respective trustees, beneficiaries, directors, officers, employees, agents and consultants, and each of their respective successors and assigns, against and from any and all liability and payments of money, including those with respect to loss, damages, suits, obligations, fines, penalties, taxes, demands, actions, costs, including reasonable attorney fees, investigation expenses, court costs, deposition expenses, travel and living expenses, professional and other expenses of any nature whatsoever incurred or suffered by LIV and/or its Affiliates by reason of any claim, cause of action, investigation, administrative proceeding and demand related in any way to this Agreement or the Services or arising out of any dispute or contractual tortious or other claims or proceedings brought against LIV and/or its Affiliates by a third party claiming relief against LIV and/or its Affiliates, arising directly or indirectly from

any breach, error, omission, non-performance, lack of care or negligence on the Consultant's part or on the part of its officers, employees, agents, representatives or contractors in the performance of Services or otherwise in connection with this Agreement.

13. Termination

- 13.1 LIV may terminate this Agreement:
 - 13.1.1 at any time at its absolute discretion by giving the Consultant fourteen (14) days notice in writing;
 - 13.1.2 immediately upon written notice if the Consultant fails to remedy a breach of any of its obligations under this Agreement;
 - 13.1.3 immediately upon written notice if the Consultant breaches any of the undertakings, warranties or representations contained in clause 12;
 - 13.1.4 immediately upon written notice if the Consultant fails to meet the Performance Review; or
 - 13.1.5 immediately if the Consultant becomes insolvent or has a receiver appointed or a resolution passed to cease work whether voluntary or compulsory.
- 13.2 The Consultant acknowledges and agrees that by signing this Agreement it consents to LIV's entitlement to terminate this Agreement pursuant to this clause in accordance with the meaning of consent and mutual consent as contemplated under Articles 267 and 268 and without the need to obtain a court order in accordance with Article 271 of the Federal Civil Transaction Law No. 5 of 1985.
- 13.3 Termination, for any reason whatsoever, shall not affect any of the provisions of this Agreement which are expressly or by implication to continue in force after such termination.
- 13.4 Following expiry or termination of this Agreement for any reason whatsoever, the Consultant shall immediately:
 - 13.4.1 cease to use the Marketing Materials or otherwise advertise, market and/or refer to the Units and/or the Projects;
 - 13.4.2 cease communicating with prospective purchaser(s) in respect of the Units;
 - 13.4.3 return all Marketing Materials in its possession; and
 - 13.4.4 remove any reference to the Projects, Units and/or the Services from its website, company profile and/or other marketing or advertising materials.

14. Intellectual Property

- 14.1 All Intellectual Property Rights of LIV remain at all times the property of LIV. For the purposes of this clause 13.4, references to "LIV" shall extend to include all Affiliates of LIV.
- 14.2 Where applicable, the Consultant must return any materials containing Intellectual Property Rights to LIV upon expiry or termination of this Agreement or earlier upon request by LIV.
- 14.3 LIV grants the Consultant a non-exclusive, restricted licence to use its Intellectual Property Rights, provided always that:
 - 14.3.1 any use of the Intellectual Property Rights must be approved in writing by LIV prior to the Consultant using the Intellectual Property Rights; and
 - 14.3.2 the use of the Intellectual Property Rights must be exclusively for the performance of the Services.
- 14.4 The licence granted under clause 14.3 is strictly limited to the Term.
- 14.5 The obligations contained in this clause 13.4 shall survive the expiry or termination for any reason of this Agreement.

15. Confidential Information

- 15.1 For the purpose of and in connection with this Agreement, all documents, information (oral, written or visual), systems, records, files, notes, drawings, prints, samples, advertising materials, products, Projects' financial and technical information, business plans or other plans, operating procedures, inventions, designs, methods, systems improvements, software, intentions, market opportunities, know-how, clients, suppliers, operations, processes, business affairs, customers, marketing information, trade secrets, and other information relating to the business of LIV, its Affiliates and/or its Projects will be treated as confidential (**Confidential Information**). The Consultant agrees:
 - 15.1.1 to keep confidential and in safe custody all Confidential Information and, except as with the express prior written approval of LIV, not to disclose the same to any third party or otherwise disclose, divulge or make public any Confidential Information;
 - 15.1.2 not to use any Confidential Information for any purpose other than for the performance of the Services;
 - 15.1.3 to limit access to Confidential Information to those of its personnel assigned or engaged to perform the Services and to ensure that its employees and/or consultants comply with the obligations of this clause 15 and the Consultant will be liable for any breach of this

clause 15 by any of its personnel, employees, officers and/or consultants; and

- 15.1.4 to take all measures to ensure that no breach occurs as a result of the Consultant's actions with respect to the secrecy provisions of any agreement between LIV and any third party and which agreement has been brought to the attention of the Consultant.
- 15.2 During the Term, the Consultant, upon receipt of prior written approval from LIV, will have the right to refer to the Services for marketing purposes in its collateral material and other marketing activities.
- 15.3 The obligations contained in this clause 15 shall survive the expiry or termination for any reason of this Agreement.

16. Amendments to Agreement

The Consultant hereby agrees that LIV may amend the provisions of this Agreement by serving not less than seven (7) days' written notice of the same on the Consultant. Upon service of the written notice by LIV, the Consultant shall acknowledge the amendment to this Agreement by returning a signed copy of the written notice to LIV within fourteen (14) days of service.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates.

18. Dispute Resolution

- 18.1 Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination shall be referred to arbitration in accordance with the Dubai International Arbitration Centre (DIAC) Arbitration Rules 2007.
- 18.2 The seat of the arbitration shall be Dubai, UAE.
- 18.3 The language of the arbitration shall be English.

19. Assignment

LIV has the right to freely assign or novate this Agreement or part thereof and the Consultant hereby consents to any such assignment. The Consultant is not permitted to assign or novate any of its rights or obligations under this Agreement.

20. Independent Parties

LIV and the Consultant are independent parties. Nothing in this Agreement shall be construed to make either Party an agent, employee, partner, franchisee, joint venture or legal representative of the other Party. Neither Party will have or represent itself to have any authority to bind the other Party or act on its behalf.

21. Severability

If any provision of this Agreement is held to be unenforceable, it will not affect the validity of the other provisions of this Agreement, unless LIV deems the unenforceable provision to be essential to this Agreement, in which case LIV may terminate this Agreement with immediate effect upon notice to the Consultant.

22. Authorisation

The Consultant has no express or implied authority to bind, act on behalf of, or represent LIV except as provided in this Agreement or as requested by LIV in writing from time to time.

23. Entire Agreement

This Agreement supersedes all former and previous agreements, arrangements, proposals, representations or statements (whether oral, written or implied from the conduct of the Parties), discussions, correspondence and negotiations between the Parties in relation to the subject matter of this Agreement. This Agreement forms the entire agreement and understanding between the Parties with regard to the subject matter of this Agreement.

24. Notices

- 24.1 Any notice, direction or other communication under this Agreement must be:
 - 24.1.1 in writing in the English language; and
 - 24.1.2 delivered by hand or by registered mail to the address or sent by facsimile to the other Party's address for service set out in the Particulars.
- 24.2 A notice is given on the day that:
 - 24.2.1 it is delivered to the addressee (with receipt); or
 - 24.2.2 if transmitted by facsimile and a correct and complete transmission report is received, on the day of transmission if it is a Business Day, otherwise on the next Business Day.
- 24.3 If the notice is received on a day that is not a Business Day, or after 6pm on a Business Day, the notice will be deemed to have been received on the next Business Day.



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The Parties have executed this Agreement on the Agreement Date.

SIGNED

For and on behalf of

**LIV PROPERTY SERVICES CO
LLC**

.....

(Place for Signature)



.....

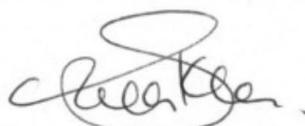
(Place for Company Stamp)

SIGNED

By SANA KHAN

For and on behalf of

LUX REALTY LLC



.....

(Place for Signature)

.....

(Place for Company Stamp)

SCHEDULE 1

Consultant's Brokerage Licence