

FRAMEWORK NON-EXCLUSIVE SALES AGENCY AGREEMENT

This framework non-exclusive sales agency agreement incorporates the Particulars and the General Terms and Conditions ("**Agreement**") and is entered into upon its signature by both Parties to be effective as of the Effective Date between the Appointer and the Agent stated in the Particulars.

PARTICULARS

| | | |
|------------------------------|---|---|
| Effective Date: | 11/07/2024 | |
| Appointer: | Name: Postal Address: Telephone No: Email address: | OMRAN DUBAI PROPERTIES LLC P.O. Box 500272, Dubai, UAE +971 4 4351111 agents@dhre.ae |
| Agent: | Name: Postal Address: Telephone No: Email address: Trade License No.: RERA Office Registration Number: Tax Registration Number: Entity type: | Lux Realty LLC 2801 Prime Tower Business Bay Dubai, United Arab Emirates 79998 00447507865154 info@luxrealty.ae 1192458 36023 104303387500003 Limited Liability Company (LLC) |
| Agent's Bank Account: | Beneficiary Name: IBAN: Bank Name: Bank Account Number: | lux Realty LLC AE560330000019101320627 MASHREQ BANK 019101320627 |
| Term: | From the Effective Date and continuing unless and until terminated in accordance with Clause 10.2. | |
| Services: | services to be provided by the Agent (as required by the Appointer from time to time) relating to the introduction and referral of potential purchasers to the Appointer and/or the Developers, and marketing and sale of Properties in accordance with the terms and conditions of this Agreement and any Appointment. | |


GENERAL TERMS AND CONDITIONS

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Capitalised words in this Agreement will have the meanings given to them above, in the Particulars or as set out below:

| | |
|--|--|
| Affiliate: | any entity that directly or indirectly owns or controls the Appointer, is directly or indirectly owned or controlled by the Appointer, or is under the direct or indirect common ownership or control with the Appointer. |
| Agent Guidelines: | the Appointer's real estate agents guidelines, policies and other such documents as may be issued to the Agent by the Appointer from time to time (as amended from time to time at the Appointer's sole discretion). |
| Agent's Bank Account: | a bank account in Agent's name and approved by the Appointer and as may be stated in the Particulars. |
| Agent's Representative: | the Agent's representative(s), employee(s) or other person(s) acting on behalf of the Agent in interfacing with potential purchasers, the Appointer and/or the Developer or an Affiliate. |
| Applicable Data Protection Law: | the regulation on the protection of natural person with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation ((EU) 2016/679) and any national legislation implementing such regulation or otherwise related to data protection and privacy. |
| Appointer's Representative: | the person(s) nominated by the Appointer, and notified to the Agent, from time to time. |
| Appointment: | an appointment to provide the Services in respect of Projects and/or Properties given by the Appointer to the Agent in accordance with Clause 2. |
| Commission: | the commission payable to the Agent pursuant to this Agreement at the rate as set out in the relevant Appointment and/or Agent Guidelines. |
| Developer: | an Affiliate or other property developer nominated by the Appointer in an Appointment. |
| Intellectual Property: | patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; |

Initials: 

know-how, secret formulae and processes, lists of suppliers and customers and other propriety information; rights protecting goodwill and reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any or the rights and forms of protection mentioned in this definition, which is owned by, or is licensed to, the Appointer, any Developer or any Affiliate of the Appointer.

- Marketing Guidelines:** the guidelines for marketing and advertising activities generally and relating to Properties and/or a Project (if any) as may be issued, amended or replaced by the Appointer and/or a Developer from time to time.
- Parties:** the Appointer and the Agent and Party means either of them as applicable.
- Project:** any project of a Developer.
- Property:** any property (whether land, off-plan or completed buildings or units) which may or may not be located in a Project, which has been designated by the Appointer in an Appointment, subject to Clause 2.
- Required Approvals:** all necessary permits, licenses, registrations or approvals required from any relevant authority and/or in accordance with applicable law relating to the provision of the Services and the Agent's obligations pursuant to this Agreement.
- SPA:** a sale and purchase agreement (or, if applicable, ground development lease) entered into between a Developer and a purchaser in relation to the sale and purchase of a Property, but excluding an application, booking, reservation or similar form.
- UAE Civil Code:** UAE Federal Law No. 5 of 1985 (as amended).
- VAT** value added tax as prescribed and imposed by UAE Federal Decree-Law No. 8 of 2017.

- 1.2 Unless the context otherwise requires: (i) clause headings are for ease of reference and will not affect the interpretation of this Agreement; (ii) use of the singular includes the plural and vice versa; (iii) any reference to applicable law will be deemed to include reference to any modification or re-enactment of such law for the time being in force and all instruments, orders, regulations, by-laws, permissions and directions at any time made; and (iv) the words "include" and "including" will be construed without limitation.

- 1.3 "Processing", "Data Subject", "Personal Data", "Personal Data Breach", "Supervisory Authority", "Controller" and "Processor" shall have the meaning given to them in Applicable Data Protection Law.

2 APPOINTMENT

- 2.1 This Agreement sets out the framework for the appointment of the Agent during the Term on a non-exclusive basis to provide the Services.
- 2.2 The Appointer may communicate Appointments to the Agent in writing or electronically by way of the Appointer's real estate agent portal. All Appointments are on a non-exclusive basis and will be on such terms as are acceptable to the Appointer.
- 2.3 The Appointer will, in respect of Appointments, provide the Agent with details of the Developer, the Project (if applicable), the Property and the applicable rate and payment terms of the Commission, and may include other relevant terms pursuant to which the Agent will be required to provide the Services.
- 2.4 The Appointer may terminate, withdraw or vary any Appointment (including Commission applicable rate and payment terms) at any time by email to the Agent or by updating the Appointer's real estate agent portal, and any Project and/or Property may be withdrawn from sale at any time without notice to the Agent. Any such action shall be effective upon the date specified in the email or that the portal is updated.

3 SERVICES

- 3.1 The Agent agrees to provide, at its sole cost and expense (including any dues and taxes levied or imposed by all relevant authorities), the Services in accordance with: (i) applicable law (ii) this Agreement, (iii) the Appointment, (iv) the directions of the Appointer's Representative, and (v) the best interest of the Appointer, the Developer and any Affiliate.
- 3.2 The Agent will ensure that all Agent's Representatives are properly qualified, competent, trained and authorised by the relevant authorities. The Agent is responsible and liable for all actions of the Agent's Representatives. The Agent must ensure that all Agent's Representatives comply with this Agreement (including all Agent Guidelines and Marketing Guidelines). Neither the Appointer, the Developer nor any Affiliate shall be liable in any way for acting or not acting as a result of any communication or request of an Agent's Representative.

4 COMMISSION AND COSTS

- 4.1 The Agent will only be entitled to the Commission: (i) upon a SPA being executed by a purchaser (introduced to the Appointer by the Agent) and the Developer; (ii) subject to the Agent Guidelines; and (iii) subject to the terms and conditions contained in this Agreement, the Appointment and any written directions issued by the Appointer's Representative, and the Agent's compliance therewith. Commission will only be paid to the Agent's Bank Account and in UAE Dirhams (AED). All costs (including bank transfer charges) relating to payment of Commission shall be borne by the Agent.
- 4.2 The Appointer and the Developer will be entitled to set-off from any Commission any amounts due from the Agent to the Appointer, the Developer or any Affiliate (whether under this Agreement or otherwise) as at the date of the Commission payment.
- 4.3 Unless stated otherwise by the Appointer, Commission payable shall be exclusive of VAT and the Appointer or a Developer shall pay such VAT in addition to such Commission in accordance with their procedures (at their discretion) provided that the Agent is duly registered with the relevant authorities for VAT purposes and subject to Clause 4.4. The Agent must account to the relevant authority for all VAT paid to the Agent by the Appointer and the Developers.
- 4.4 The Agent shall not raise any invoice in respect of the Commission (together with VAT) and acknowledges that the Appointer or the applicable Developer (as determined by the Appointer) shall raise any VAT invoices in respect of the Commission (together with VAT) due to the Agent under this Agreement, as per Article 59(9) and 59(10) of Cabinet Decision No. (52) of 2017 on the Executive Regulations of the Federal Decree-Law No (8) of 2017 on VAT.
- 4.5 In the event the Agent is registered for VAT, the Agent shall provide a copy of the registration certificate on or before the Effective Date. In the event the Agent is not registered for VAT as at the Effective Date, the Agent hereby acknowledges and agrees that the Agent shall be liable for any penalty levied on the Appointer, the Developer or any of its Affiliates, and such penalty shall be payable by the Agent immediately on demand. The Agent undertakes to promptly notify the Appointer once it is registered for VAT and the Agent shall provide a copy of the Required Approvals issued by the relevant authority, including a copy of the registration certificate.

5 AGENT'S OBLIGATIONS

- 5.1 The Agent must: (i) obtain and maintain at its own expense throughout the Term the Required Approvals and provide the same to the Appointer upon request; (ii) immediately notify the Appointer of any amendment, extension, renewal, revocation or any other matter affecting the Required Approvals, and any changes to any company information; (iii) upon the Appointer's written request, promptly provide the Appointer with details (to the satisfaction of the Appointer) of all Agent's Representatives and, upon the Appointer's written request, remove any Agent's

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Representative from the provision of the Services; (iv) comply with the Agent Guidelines and all other directions and instructions of the Appointer and the Appointer's Representative (including liaising with purchasers when requested by the Appointer); and (v) comply with the Applicable Data Protection Law in relation to Processing Personal Data (and all related directions as may be issued by the Appointer to the Agent from time to time).

- 5.2 Notwithstanding Clause 5.1, the Agent: (i) warrants that it is, and undertakes that it will always be, duly authorised by all relevant authorities to enter into this Agreement and to perform the Services; and (ii) undertakes not to perform any Services at any time when it does not hold all of the Required Approvals.
- 5.3 The Agent will communicate accurate information to potential purchasers and will comply with the Marketing Guidelines (including, when applicable, obtaining prior approval via e-mail from the Appointer's Representative on the principle, form and content of any advertising, marketing and promotional activity of any format prior to launching or publishing the same, and/or in relation to the use of any Intellectual Property).
- 5.4 In respect of any Personal Data, the Agent undertakes to the Appointer to only Process that Personal Data in accordance with Schedule 1 entered into by the Parties.
- 5.5 If Individual Data is exchanged between (i) the Agent and (ii) the Appointer, a Developer or an Affiliate, the Agent must not, by act or omission, breach its obligations under the GDPR and/or cause the Appointer, the Developer or the Affiliate (as applicable) to breach its obligations under the GDPR, whether such breach is in relation to the Individual Data or otherwise.

6 APPOINTER'S, DEVELOPER'S AND AFFILIATE'S RIGHTS AND APPOINTER'S OBLIGATIONS

- 6.1 The Appointer, the Developer and any Affiliate retain the right to provide the Services, market and/or sell any Project and/or Property themselves, and/or engage any other agents in such respect.
- 6.2 The Appointer or its authorized agent shall be entitled to audit and/or investigate (upon not less than seven (7) days' written notice and during normal business hours) any documents held by the Agent in connection with this Agreement.
- 6.3 The Appointer may, in respect of each Appointment, provide the Agent with such information, materials and details about the Developer, the Project and the Property as the Appointer deems necessary and provide updates thereon as reasonably requested by the Agent.

7 CONFIDENTIALITY AND SAFEGUARDING OF INTERESTS

The Agent will: (i) keep this Agreement and any information relating to and/or disclosed at any time by the Appointer, the Developer or any Affiliate strictly confidential and agrees not to give or disclose such to any third party, save to its professional advisors, or (if lawfully required) to relevant authorities, or where authorised in writing by the Appointer; (ii) safeguard the interests of the Appointer, the Developer and any Affiliate and not commit any act or omission that is detrimental to the Appointer, the Developer or any Affiliate; and (iii) immediately declare in writing to the Appointer any actual or potential conflict of interest relating to the Appointer, the Developer or any Affiliate or the provision of the Services.

8 INTELLECTUAL PROPERTY

- 8.1 The Appointer, the Developer and/or the Affiliates may permit the Agent, on a non-exclusive limited basis, to use the Intellectual Property relating to a Project and a Property in connection with the Services for the duration of the Appointment, subject to the terms of this Agreement. The Agent must only use the Intellectual Property as directed by the Appointer, the Developer and/or the Affiliate (as applicable).
- 8.2 The Agent agrees that, except as expressly provided in this Agreement the Agent will have (and will obtain) no rights (including moral or financial rights) or goodwill in respect of the Intellectual Property or any intellectual property created by the operation of this Agreement or the provision of the Services. The Agent must not alter Intellectual Property nor use Intellectual Property in a way that may prejudice the distinctiveness, validity or goodwill of the Appointer, the Developer or any Affiliate.

9 INDEMNITY AND LIMITATION OF LIABILITY


- 9.1 The Agent indemnifies and agrees to keep the Appointer, the Developer and the Affiliates, and their respective officers, employees, agents and contractors indemnified against (without limitation) all loss, damages, costs, claims, fines, proceedings liabilities, actions, demands and expenses whatsoever (including any liability for legal fees and expenses) incurred or suffered by any or all such persons arising out of or in connection with the Agent's (which includes the Agent's Representatives and its contractors): (i) act, omission, negligence, misconduct, misrepresentation, dishonesty or fraud; (ii) default of any of the Agent's obligations under this Agreement; (iii) breach of any express or implied condition, warranty or any other term under applicable law or under any provision of this Agreement; and/or (iv) registration or failure to register for VAT.
- 9.2 The total liability of the Appointer, the Developer and the Affiliates to the Agent in relation to this Agreement will not exceed the Commission that is due and payable hereunder. Neither the Appointer, the Developer nor the Affiliates will in any circumstances be liable for any direct or indirect loss of profit or revenue or any punitive, special, indirect, incidental or consequential loss of any nature whatsoever, howsoever incurred, including without limitation, any loss of data, opportunity, contracts, business, or goodwill.

10 TERM AND TERMINATION

- 10.1 This Agreement will come into effect on the Effective Date and will continue for the Term, subject to termination in accordance with Clause 10.2. Renewal of this Agreement shall be at the sole discretion of the Appointer.
- 10.2 The Parties agree that the Appointer may terminate this Agreement:
- (a) immediately upon written notice from the Appointer to the Agent without cause or the requirement to provide a reason or any notice, court order or other action.
- 10.3 If this Agreement is terminated: (i) all Appointments will also be automatically terminated without the need for any notice, court order or other action; (ii) from the date of termination the Agent will cease to have any further entitlement to the payment of the Commission pursuant to this Agreement or any Appointment (save for where such Commission is due as a result of the purchaser's offer to purchase the relevant Property being received by the Appointer or Developer prior to the date of termination); (iii) the Agent, at its own cost, agrees to return all documentation and Intellectual Property supplied to the Agent under this Agreement; (iv) no compensation will be payable to the Agent; and (v) the Agent will have no claim and will not take any action or recourse against the Appointer, the Developer or any Affiliate in respect of such termination.
- 10.4 The Agent expressly acknowledges and agrees that it consents to the Appointer's entitlement to terminate this Agreement pursuant to Clause 10, and such right in favour of the Appointer is granted in accordance with the principles of Article 218(2) of the UAE Civil Code, and such consent and mutual agreement is given within the meaning of Article 267 and 271 of the UAE Civil Code. The Agent agrees that the Appointer shall be entitled to exercise all its rights without the need to obtain a court order in accordance with Article 267 or 271 of the UAE Civil Code.

11 NOTICES

Notices under this Agreement must be in writing (and include the English translation), and be sent: (i) in the case of notice to any Party, by courier and/or registered mail to the Party's address set out in the Particulars (or such other address as the Party may notify the other); and/or (ii) in the case of a notice to the Agent only, by email to the Agent's email address set out in the Particulars (or such other address as the Agent may notify the Appointer) and/or by hand to the Agent. In absence of earlier receipt, any such notice shall be deemed to be received if

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delivered personally, at the time of delivery, if sent by courier or registered mail, on the second working day after posting, and in the case of email, at the time of transmission.

12 ASSIGNMENT AND SUB-CONTRACTING

- 12.1 Neither this Agreement nor any of the Agent's rights or obligations contained hereunder may be assigned by the Agent. The Agent is strictly prohibited from instructing or employing a sub-agent to carry out any of the Agent's obligations under this Agreement (unless and to the extent that the Appointer gives its written consent).
- 12.2 The Appointer is entitled to assign this Agreement or any part of this Agreement without consent from the Agent.

13 GENERAL

- 13.1 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter and the Parties agree that this Agreement supersedes any previous agreements or understandings. The terms set out herein shall override and supersede any inconsistent term or condition in any Appointment, Agent Guidelines and/or Marketing Guidelines.
- 13.2 Failure by the Appointer to exercise any of its rights under this Agreement will not constitute a waiver of such rights. The Appointer will not be deemed to have waived any right resulting from any failure to perform by the Agent unless it has made such waiver specifically in writing.
- 13.3 The Agent agrees that this Agreement will enure for the benefit of, and may be relied on and enforced by, the Developer and the Affiliates in accordance with Article 254 of the UAE Civil Code.
- 13.4 This Agreement may be executed in any number of counterparts which together constitute one (1) instrument.
- 13.5 Clauses 7, 8, 9, 11, 13 and Schedule 1 will survive the expiry or termination of this Agreement (as applicable).
- 13.6 Any provision of this Agreement which is held to be invalid or unenforceable by applicable law is, as far as possible, to be read down so as to be valid and enforceable. Otherwise, such provision will be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision.
- 13.7 No amendment of this Agreement will bind either Party unless recorded in a written document signed by both Parties.
- 13.8 This Agreement will be governed by the laws of Dubai and the applicable Federal laws of the UAE. The Parties agree to submit all disputes to the exclusive jurisdiction of the Dubai Courts.

[execution section follows]

IN WITNESS WHEREOF, the Parties enter into this Agreement through their signature below:

For and on behalf of the **Appointer**

For and on behalf of the **Agent**

Diana Abzakh
Diana Abzakh (Jul 23, 2024 10:38 GMT+4)

Sana Khan
Sana Khan (Jul 22, 2024 11:17 GMT+1)

Name: **Diana Abzakh**
Designation: **Manager**
Date: 07/23/2024 10:38

Name: **SANA KHAN**
Designation: **Authorized Signatory**
Date: 07/22/2024 11:17

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Schedule 1 - Data Protection – Controller to Controller

- 1.1 For the purposes of this Schedule:
- 1.1.1 **Controller, Data Subject, Personal Data, Personal Data Breach, Processing** (including derivatives **Processed** and **Process**), **Processor** and **Standard Data Protection Clauses** have the meanings given to them in Applicable Data Protection Law (as defined in the Agreement);
 - 1.1.2 **Agreed Purposes** means the Parties will process the Personal Data as independent controllers to ensure the provision of the Services;
 - 1.1.3 **Business Day** means every official workday of the week and does not include public holidays and weekends;
 - 1.1.4 **Appointer** means the contracting entity engaging the Agent to provide the services pursuant to this Agreement;
 - 1.1.5 **Shared Personal Data** means the Personal Data to be shared between the Parties under Appendix 1 of this Schedule 1;
 - 1.1.6 **including, includes** means including/includes without limitation; and
 - 1.1.7 **Agent** means the contracting entity providing the good/services to the Appointer pursuant to this Agreement.
- 1.2 Reference to laws: (i) includes all corresponding subordinate legislation; and (ii) means that law as amended or re-enacted from time to time. An obligation to perform "in accordance with Data Protection Laws" (or similar) means in accordance with the corresponding Data Protection Laws in force at the time of performance.
- 1.3 The parties acknowledge and agree that: (i) Appointer is an independent Controller in respect of the Processing of Shared Personal Data in connection with the performance of its obligations under the Agreement and for such other purposes covered by or compatible with Agent's privacy policy or as are required by law; (ii) Agent is an independent Controller in respect of the Processing of Shared Personal Data in connection with the performance of its obligations under the Agreement and for such other purposes covered by or compatible with the Appointer's Privacy Policy or as are required by law.
- 1.4 Each party shall:
- 1.4.1 only disclose the Shared Personal Data to the other party for the Agreed Purposes;
 - 1.4.2 comply with their respective Controller obligations in respect of Processing Shared Personal Data under applicable Data Protection Laws and/or, where relevant, the applicable national implementation(s) of Data Protection Laws;
 - 1.4.3 provide the other party with a point of contact within its organisation authorised to respond to enquiries in respect of the Processing of Shared Personal Data by that party contemplated by this Agreement;
 - 1.4.4 provide the other party with reasonable assistance in complying with Data Protection Laws, including responding to Data Subject requests, complaints, and notices. In particular, each party will ensure not to do anything or omit to do something which would lead the other party to violate Data Protection Laws;
 - 1.4.5 implement appropriate technical and organisational measures to protect Shared Personal Data which it Processes against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or Processing;
 - 1.4.6 ensure that it has all necessary notices in place and give full information to any Data Subject whose Shared Personal Data may be processed under this Agreement of the nature of such processing. For the avoidance of doubt, the Agent shall provide the Purchaser with a copy or link to the Appointer's privacy notice, as provided by the Appointer, prior to sharing the Shared Personal Data with the Appointer;
 - 1.4.7 impose appropriate contractual obligations on those of its personnel, agents or subcontractors who it authorises to access Shared Personal Data, including obligations regarding confidentiality, data protection and data security; and
 - 1.4.8 if it transfers Shared Personal Data to a foreign country, ensure it does so in compliance with Applicable Data Protection Laws.
- 1.5 The Agent shall:
- 1.5.1 ensure that the Shared Personal Data provided to the Appointer is accurate and up to date;
 - 1.5.2 notify the Appointer when initially sharing Personal Data if a Purchaser is covered by the provisions of the General Data Protection Regulation 2016/679;
 - 1.5.3 notify Appointer in writing and send an email to: privacyoffice@dhre.ae within 24 hours if a Supervisory Authority contacts the Agent and there is a likelihood that there will be damage to the reputation of the Appointer or the Appointer's relationship with the relevant Data Subjects as a result; and
 - 1.5.4 promptly, and in any event within 12 hours of becoming aware, notify the Appointer in writing and send an email to: privacyoffice@dubaiholding.com of any actual or suspected Personal Data Breach relating to Personal Data connected with this Agreement or any breach of this Schedule and (a) do all such things as reasonably necessary to assist the Appointer in mitigating the effects of the Personal Data Breach; (b) implement any measures necessary to restore the security of any compromised Personal Data; (c) work with the Appointer to make any required notifications to Supervisory Authorities and affected Data Subjects in accordance with the Data Protection Laws (including the timeframes set out therein); and (d) not do anything which may damage the reputation of the Appointer or the Appointer's relationship with the relevant Data Subjects, save as required by Data Protection Laws.
- 1.6 Without limiting other remedies, if an audit as detailed in clause 6.2 of the Agreement reveals any party non-compliance with its data protection obligations, the Agent shall:
- 1.6.1 promptly resolve, at its own cost and expense, such non-compliance and take appropriate measures to prevent re-occurrence; and
 - 1.6.2 pay the reasonable costs of the Appointer and their qualified representatives for the corresponding scan, audit and/or inspection.

Appendix


Types of Personal Data shared with the Appointer by the Agent

The Agent shall share the following information, as collected on the Property Booking Form:

- Name, Nationality, Email Address, Telephone Number, Postal Address, Physical Address, Date of Birth, Place of Birth, Copy of Passport, Emirates ID, Power of Attorney.
- The name of the Agent representative who introduced the Purchaser.

The Agent shall share the following information for the purposes of Dubai Holding registering the Agent on their systems:

- All necessary permits, licenses, registrations or approvals required from any relevant authority and/or in accordance with applicable law relating to the provision of the Services and the Agent's obligations pursuant to this Agreement.

Initials: 

FRAMEWORK NON-EXCLUSIVE SALES AGENCY AGREEMENT

This framework non-exclusive sales agency agreement incorporates the Particulars and the General Terms and Conditions ("Agreement") and is entered into upon its signature by both Parties to be effective as of the Effective Date between the Appointer and the Agent stated in the Particulars.

PARTICULARS

| | | |
|------------------------------|---|---|
| Effective Date: | 11/07/2024 | |
| Appointer: | Name: Postal Address: Telephone No: Email address: | DHRE 2 BTS L.L.C P.O. Box 66000, Dubai, UAE +971 43622000 agents@dhre.ae |
| Agent: | Name: Postal Address: Telephone No: Email address: Trade License No.: RERA Office Registration Number: Tax Registration Number: Entity type: | Lux Realty LLC 2801 Prime Tower Business Bay Dubai, United Arab Emirates 79998 00447507865154 info@luxrealty.ae 1192458 36023 104303387500003 Limited Liability Company (LLC) |
| Agent's Bank Account: | Beneficiary Name: IBAN: Bank Name: Bank Account Number: | lux Realty LLC AE560330000019101320627 MASHREQ BANK 019101320627 |
| Term: | From the Effective Date and continuing unless and until terminated in accordance with Clause 10.2. | |
| Services: | services to be provided by the Agent (as required by the Appointer from time to time) relating to the introduction and referral of potential purchasers to the Appointer and/or the Developers, and marketing and sale of Properties in accordance with the terms and conditions of this Agreement and any Appointment. | |


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THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Capitalised words in this Agreement will have the meanings given to them above, in the Particulars or as set out below:

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| Affiliate: | any entity that directly or indirectly owns or controls the Appointer, is directly or indirectly owned or controlled by the Appointer, or is under the direct or indirect common ownership or control with the Appointer. |
| Agent Guidelines: | the Appointer's real estate agents guidelines, policies and other such documents as may be issued to the Agent by the Appointer from time to time (as amended from time to time at the Appointer's sole discretion). |
| Agent's Bank Account: | a bank account in Agent's name and approved by the Appointer and as may be stated in the Particulars. |
| Agent's Representative: | the Agent's representative(s), employee(s) or other person(s) acting on behalf of the Agent in interfacing with potential purchasers, the Appointer and/or the Developer or an Affiliate. |
| Applicable Data Protection Law: | the regulation on the protection of natural person with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation ((EU) 2016/679) and any national legislation implementing such regulation or otherwise related to data protection and privacy. |
| Appointer's Representative: | the person(s) nominated by the Appointer, and notified to the Agent, from time to time. |
| Appointment: | an appointment to provide the Services in respect of Projects and/or Properties given by the Appointer to the Agent in accordance with Clause 2. |
| Commission: | the commission payable to the Agent pursuant to this Agreement at the rate as set out in the relevant Appointment and/or Agent Guidelines. |
| Developer: | an Affiliate or other property developer nominated by the Appointer in an Appointment. |
| Intellectual Property: | patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, secret formulae and processes, lists of suppliers and customers and other propriety information; rights |

Initials: 

protecting goodwill and reputation; database rights and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any or the rights and forms of protection mentioned in this definition, which is owned by, or is licensed to, the Appointer, any Developer or any Affiliate of the Appointer.

- Marketing Guidelines:** the guidelines for marketing and advertising activities generally and relating to Properties and/or a Project (if any) as may be issued, amended or replaced by the Appointer and/or a Developer from time to time.
- Parties:** the Appointer and the Agent and Party means either of them as applicable.
- Project:** any project of a Developer.
- Property:** any property (whether land, off-plan or completed buildings or units) which may or may not be located in a Project, which has been designated by the Appointer in an Appointment, subject to Clause 2.
- Required Approvals:** all necessary permits, licenses, registrations or approvals required from any relevant authority and/or in accordance with applicable law relating to the provision of the Services and the Agent's obligations pursuant to this Agreement.
- SPA:** a sale and purchase agreement (or, if applicable, ground development lease) entered into between a Developer and a purchaser in relation to the sale and purchase of a Property, but excluding an application, booking, reservation or similar form.
- UAE Civil Code:** UAE Federal Law No. 5 of 1985 (as amended).
- VAT** value added tax as prescribed and imposed by UAE Federal Decree-Law No. 8 of 2017.

- 1.2 Unless the context otherwise requires: (i) clause headings are for ease of reference and will not affect the interpretation of this Agreement; (ii) use of the singular includes the plural and vice versa; (iii) any reference to applicable law will be deemed to include reference to any modification or re-enactment of such law for the time being in force and all instruments, orders, regulations, by-laws, permissions and directions at any time made; and (iv) the words "include" and "including" will be construed without limitation.

- 1.3 "Processing", "Data Subject", "Personal Data", "Personal Data Breach", "Supervisory Authority", "Controller" and "Processor" shall have the meaning given to them in Applicable Data Protection Law.

2 APPOINTMENT

- 2.1 This Agreement sets out the framework for the appointment of the Agent during the Term on a non-exclusive basis to provide the Services.
- 2.2 The Appointer may communicate Appointments to the Agent in writing or electronically by way of the Appointer's real estate agent portal. All Appointments are on a non-exclusive basis and will be on such terms as are acceptable to the Appointer.
- 2.3 The Appointer will, in respect of Appointments, provide the Agent with details of the Developer, the Project (if applicable), the Property and the applicable rate and payment terms of the Commission, and may include other relevant terms pursuant to which the Agent will be required to provide the Services.
- 2.4 The Appointer may terminate, withdraw or vary any Appointment (including Commission applicable rate and payment terms) at any time by email to the Agent or by updating the Appointer's real estate agent portal, and any Project and/or Property may be withdrawn from sale at any time without notice to the Agent. Any such action shall be effective upon the date specified in the email or that the portal is updated.

3 SERVICES


- 3.1 The Agent agrees to provide, at its sole cost and expense (including any dues and taxes levied or imposed by all relevant authorities), the Services in accordance with: (i) applicable law (ii) this Agreement, (iii) the Appointment, (iv) the directions of the Appointer's Representative, and (v) the best interest of the Appointer, the Developer and any Affiliate.
- 3.2 The Agent will ensure that all Agent's Representatives are properly qualified, competent, trained and authorised by the relevant authorities. The Agent is responsible and liable for all actions of the Agent's Representatives. The Agent must ensure that all Agent's Representatives comply with this Agreement (including all Agent Guidelines and Marketing Guidelines). Neither the Appointer, the Developer nor any Affiliate shall be liable in any way for acting or not acting as a result of any communication or request of an Agent's Representative.

4 COMMISSION AND COSTS

- 4.1 The Agent will only be entitled to the Commission: (i) upon a SPA being executed by a purchaser (introduced to the Appointer by the Agent) and the Developer; (ii) subject to the Agent Guidelines; and (iii) subject to the terms and conditions contained in this Agreement, the Appointment and any written directions issued by the Appointer's Representative, and the Agent's compliance therewith. Commission will only be paid to the Agent's Bank Account and in UAE Dirhams (AED). All costs (including bank transfer charges) relating to payment of Commission shall be borne by the Agent.
- 4.2 The Appointer and the Developer will be entitled to set-off from any Commission any amounts due from the Agent to the Appointer, the Developer or any Affiliate (whether under this Agreement or otherwise) as at the date of the Commission payment.
- 4.3 Unless stated otherwise by the Appointer, Commission payable shall be exclusive of VAT and the Appointer or a Developer shall pay such VAT in addition to such Commission in accordance with their procedures (at their discretion) provided that the Agent is duly registered with the relevant authorities for VAT purposes and subject to Clause 4.4. The Agent must account to the relevant authority for all VAT paid to the Agent by the Appointer and the Developers.
- 4.4 The Agent shall not raise any invoice in respect of the Commission (together with VAT) and acknowledges that the Appointer or the applicable Developer (as determined by the Appointer) shall raise any VAT invoices in respect of the Commission (together with VAT) due to the Agent under this Agreement, as per Article 59(9) and 59(10) of Cabinet Decision No. (52) of 2017 on the Executive Regulations of the Federal Decree-Law No (8) of 2017 on VAT.
- 4.5 In the event the Agent is registered for VAT, the Agent shall provide a copy of the registration certificate on or before the Effective Date. In the event the Agent is not registered for VAT as at the Effective Date, the Agent hereby acknowledges and agrees that the Agent shall be liable for any penalty levied on the Appointer, the Developer or any of its Affiliates, and such penalty shall be payable by the Agent immediately on demand. The Agent undertakes to promptly notify the Appointer once it is registered for VAT and the Agent shall provide a copy of the Required Approvals issued by the relevant authority, including a copy of the registration certificate.

5 AGENT'S OBLIGATIONS

- 5.1 The Agent must: (i) obtain and maintain at its own expense throughout the Term the Required Approvals and provide the same to the Appointer upon request; (ii) immediately notify the Appointer of any amendment, extension, renewal, revocation or any other matter affecting the Required Approvals, and any changes to any company information; (iii) upon the Appointer's written request, promptly provide the Appointer with details (to the satisfaction of the Appointer) of all Agent's Representatives and, upon the Appointer's written request, remove any Agent's Representative from the provision of the Services; (iv) comply with the Agent Guidelines and all other directions and instructions of the

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Appointer and the Appointer's Representative (including liaising with purchasers when requested by the Appointer); and (v) comply with the Applicable Data Protection Law in relation to Processing Personal Data (and all related directions as may be issued by the Appointer to the Agent from time to time).

- 5.2 Notwithstanding Clause 5.1, the Agent: (i) warrants that it is, and undertakes that it will always be, duly authorised by all relevant authorities to enter into this Agreement and to perform the Services; and (ii) undertakes not to perform any Services at any time when it does not hold all of the Required Approvals.
- 5.3 The Agent will communicate accurate information to potential purchasers and will comply with the Marketing Guidelines (including, when applicable, obtaining prior approval via e-mail from the Appointer's Representative on the principle, form and content of any advertising, marketing and promotional activity of any format prior to launching or publishing the same, and/or in relation to the use of any Intellectual Property).
- 5.4 In respect of any Personal Data, the Agent undertakes to the Appointer to only Process that Personal Data in accordance with Schedule 1 entered into by the Parties.
- 5.5 If Individual Data is exchanged between (i) the Agent and (ii) the Appointer, a Developer or an Affiliate, the Agent must not, by act or omission, breach its obligations under the GDPR and/or cause the Appointer, the Developer or the Affiliate (as applicable) to breach its obligations under the GDPR, whether such breach is in relation to the Individual Data or otherwise.

6 APPOINTER'S, DEVELOPER'S AND AFFILIATE'S RIGHTS AND APPOINTER'S OBLIGATIONS

- 6.1 The Appointer, the Developer and any Affiliate retain the right to provide the Services, market and/or sell any Project and/or Property themselves, and/or engage any other agents in such respect.
- 6.2 The Appointer or its authorized agent shall be entitled to audit and/or investigate (upon not less than seven (7) days' written notice and during normal business hours) any documents held by the Agent in connection with this Agreement.
- 6.3 The Appointer may, in respect of each Appointment, provide the Agent with such information, materials and details about the Developer, the Project and the Property as the Appointer deems necessary and provide updates thereon as reasonably requested by the Agent.

7 CONFIDENTIALITY AND SAFEGUARDING OF INTERESTS

The Agent will: (i) keep this Agreement and any information relating to and/or disclosed at any time by the Appointer, the Developer or any Affiliate strictly confidential and agrees not to give or disclose such to any third party, save to its professional advisors, or (if lawfully required) to relevant authorities, or where authorised in writing by the Appointer; (ii) safeguard the interests of the Appointer, the Developer and any Affiliate and not commit any act or omission that is detrimental to the Appointer, the Developer or any Affiliate; and (iii) immediately declare in writing to the Appointer any actual or potential conflict of interest relating to the Appointer, the Developer or any Affiliate or the provision of the Services.

8 INTELLECTUAL PROPERTY

- 8.1 The Appointer, the Developer and/or the Affiliates may permit the Agent, on a non-exclusive limited basis, to use the Intellectual Property relating to a Project and a Property in connection with the Services for the duration of the Appointment, subject to the terms of this Agreement. The Agent must only use the Intellectual Property as directed by the Appointer, the Developer and/or the Affiliate (as applicable).
- 8.2 The Agent agrees that, except as expressly provided in this Agreement the Agent will have (and will obtain) no rights (including moral or financial rights) or goodwill in respect of the Intellectual Property or any intellectual property created by the operation of this Agreement or the provision of the Services. The Agent must not alter Intellectual Property nor use Intellectual Property in a way that may prejudice the distinctiveness, validity or goodwill of the Appointer, the Developer or any Affiliate.

9 INDEMNITY AND LIMITATION OF LIABILITY


- 9.1 The Agent indemnifies and agrees to keep the Appointer, the Developer and the Affiliates, and their respective officers, employees, agents and contractors indemnified against (without limitation) all loss, damages, costs, claims, fines, proceedings liabilities, actions, demands and expenses whatsoever (including any liability for legal fees and expenses) incurred or suffered by any or all such persons arising out of or in connection with the Agent's (which includes the Agent's Representatives and its contractors): (i) act, omission, negligence, misconduct, misrepresentation, dishonesty or fraud; (ii) default of any of the Agent's obligations under this Agreement; (iii) breach of any express or implied condition, warranty or any other term under applicable law or under any provision of this Agreement; and/or (iv) registration or failure to register for VAT.
- 9.2 The total liability of the Appointer, the Developer and the Affiliates to the Agent in relation to this Agreement will not exceed the Commission that is due and payable hereunder. Neither the Appointer, the Developer nor the Affiliates will in any circumstances be liable for any direct or indirect loss of profit or revenue or any punitive, special, indirect, incidental or consequential loss of any nature whatsoever, howsoever incurred, including without limitation, any loss of data, opportunity, contracts, business, or goodwill.

10 TERM AND TERMINATION

- 10.1 This Agreement will come into effect on the Effective Date and will continue for the Term, subject to termination in accordance with Clause 10.2. Renewal of this Agreement shall be at the sole discretion of the Appointer.
- 10.2 The Parties agree that the Appointer may terminate this Agreement:
- (a) immediately upon written notice from the Appointer to the Agent without cause or the requirement to provide a reason or any notice, court order or other action.
- 10.3 If this Agreement is terminated: (i) all Appointments will also be automatically terminated without the need for any notice, court order or other action; (ii) from the date of termination the Agent will cease to have any further entitlement to the payment of the Commission pursuant to this Agreement or any Appointment (save for where such Commission is due as a result of the purchaser's offer to purchase the relevant Property being received by the Appointer or Developer prior to the date of termination); (iii) the Agent, at its own cost, agrees to return all documentation and Intellectual Property supplied to the Agent under this Agreement; (iv) no compensation will be payable to the Agent; and (v) the Agent will have no claim and will not take any action or recourse against the Appointer, the Developer or any Affiliate in respect of such termination.
- 10.4 The Agent expressly acknowledges and agrees that it consents to the Appointer's entitlement to terminate this Agreement pursuant to Clause 10, and such right in favour of the Appointer is granted in accordance with the principles of Article 218(2) of the UAE Civil Code, and such consent and mutual agreement is given within the meaning of Article 267 and 271 of the UAE Civil Code. The Agent agrees that the Appointer shall be entitled to exercise all its rights without the need to obtain a court order in accordance with Article 267 or 271 of the UAE Civil Code.

11 NOTICES

Notices under this Agreement must be in writing (and include the English translation), and be sent: (i) in the case of notice to any Party, by courier and/or registered mail to the Party's address set out in the Particulars (or such other address as the Party may notify the other); and/or (ii) in the case of a notice to the Agent only, by email to the Agent's email address set out in the Particulars (or such other address as the Agent may notify the Appointer) and/or by hand to the Agent. In absence of earlier receipt, any such notice shall be deemed to be received if delivered personally, at the time of delivery, if sent by courier or registered mail, on the second working day after posting, and in the case of email, at the time of transmission.

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12 ASSIGNMENT AND SUB-CONTRACTING

- 12.1 Neither this Agreement nor any of the Agent's rights or obligations contained hereunder may be assigned by the Agent. The Agent is strictly prohibited from instructing or employing a sub-agent to carry out any of the Agent's obligations under this Agreement (unless and to the extent that the Appointer gives its written consent).
- 12.2 The Appointer is entitled to assign this Agreement or any part of this Agreement without consent from the Agent.

13 GENERAL

- 13.1 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter and the Parties agree that this Agreement supersedes any previous agreements or understandings. The terms set out herein shall override and supersede any inconsistent term or condition in any Appointment, Agent Guidelines and/or Marketing Guidelines.
- 13.2 Failure by the Appointer to exercise any of its rights under this Agreement will not constitute a waiver of such rights. The Appointer will not be deemed to have waived any right resulting from any failure to perform by the Agent unless it has made such waiver specifically in writing.
- 13.3 The Agent agrees that this Agreement will enure for the benefit of, and may be relied on and enforced by, the Developer and the Affiliates in accordance with Article 254 of the UAE Civil Code.
- 13.4 This Agreement may be executed in any number of counterparts which together constitute one (1) instrument.
- 13.5 Clauses 7, 8, 9, 11, 13 and Schedule 1 will survive the expiry or termination of this Agreement (as applicable).
- 13.6 Any provision of this Agreement which is held to be invalid or unenforceable by applicable law is, as far as possible, to be read down so as to be valid and enforceable. Otherwise, such provision will be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision.
- 13.7 No amendment of this Agreement will bind either Party unless recorded in a written document signed by both Parties.
- 13.8 This Agreement will be governed by the laws of Dubai and the applicable Federal laws of the UAE. The Parties agree to submit all disputes to the exclusive jurisdiction of the Dubai Courts.

[execution section follows]

IN WITNESS WHEREOF, the Parties enter into this Agreement through their signature below:

For and on behalf of the **Appointer**

For and on behalf of the **Agent**

Diana Abzakh
Diana Abzakh (Jul 23, 2024 10:38 GMT+4)

Sana Khan
Sana Khan (Jul 22, 2024 11:17 GMT+1)

Name: **Diana Abzakh**
Designation: **Manager**
Date: 07/23/2024 10:38

Name: **SANA KHAN**
Designation: **Authorized Signatory**
Date: 07/22/2024 11:17

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Sk

Schedule 1 - Data Protection – Controller to Controller

- 1.1 For the purposes of this Schedule:
- 1.1.1 **Controller, Data Subject, Personal Data, Personal Data Breach, Processing** (including derivatives **Processed** and **Process**), **Processor** and **Standard Data Protection Clauses** have the meanings given to them in Applicable Data Protection Law (as defined in the Agreement);
 - 1.1.2 **Agreed Purposes** means the Parties will process the Personal Data as independent controllers to ensure the provision of the Services;
 - 1.1.3 **Business Day** means every official workday of the week and does not include public holidays and weekends;
 - 1.1.4 **Appointer** means the contracting entity engaging the Agent to provide the services pursuant to this Agreement;
 - 1.1.5 **Shared Personal Data** means the Personal Data to be shared between the Parties under Appendix 1 of this Schedule 1;
 - 1.1.6 **including, includes** means including/includes without limitation; and
 - 1.1.7 **Agent** means the contracting entity providing the good/services to the Appointer pursuant to this Agreement.
- 1.2 Reference to laws: (i) includes all corresponding subordinate legislation; and (ii) means that law as amended or re-enacted from time to time. An obligation to perform "in accordance with Data Protection Laws" (or similar) means in accordance with the corresponding Data Protection Laws in force at the time of performance.
- 1.3 The parties acknowledge and agree that: (i) Appointer is an independent Controller in respect of the Processing of Shared Personal Data in connection with the performance of its obligations under the Agreement and for such other purposes covered by or compatible with Agent's privacy policy or as are required by law; (ii) Agent is an independent Controller in respect of the Processing of Shared Personal Data in connection with the performance of its obligations under the Agreement and for such other purposes covered by or compatible with the Appointer's Privacy Policy or as are required by law.
- 1.4 Each party shall:
- 1.4.1 only disclose the Shared Personal Data to the other party for the Agreed Purposes;
 - 1.4.2 comply with their respective Controller obligations in respect of Processing Shared Personal Data under applicable Data Protection Laws and/or, where relevant, the applicable national implementation(s) of Data Protection Laws;
 - 1.4.3 provide the other party with a point of contact within its organisation authorised to respond to enquiries in respect of the Processing of Shared Personal Data by that party contemplated by this Agreement;
 - 1.4.4 provide the other party with reasonable assistance in complying with Data Protection Laws, including responding to Data Subject requests, complaints, and notices. In particular, each party will ensure not to do anything or omit to do something which would lead the other party to violate Data Protection Laws;
 - 1.4.5 implement appropriate technical and organisational measures to protect Shared Personal Data which it Processes against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access, or Processing;
 - 1.4.6 ensure that it has all necessary notices in place and give full information to any Data Subject whose Shared Personal Data may be processed under this Agreement of the nature of such processing. For the avoidance of doubt, the Agent shall provide the Purchaser with a copy or link to the Appointer's privacy notice, as provided by the Appointer, prior to sharing the Shared Personal Data with the Appointer;
 - 1.4.7 impose appropriate contractual obligations on those of its personnel, agents or subcontractors who it authorises to access Shared Personal Data, including obligations regarding confidentiality, data protection and data security; and
 - 1.4.8 if it transfers Shared Personal Data to a foreign country, ensure it does so in compliance with Applicable Data Protection Laws.
- 1.5 The Agent shall:
- 1.5.1 ensure that the Shared Personal Data provided to the Appointer is accurate and up to date;
 - 1.5.2 notify the Appointer when initially sharing Personal Data if a Purchaser is covered by the provisions of the General Data Protection Regulation 2016/679;
 - 1.5.3 notify Appointer in writing and send an email to: privacyoffice@dhre.ae within 24 hours if a Supervisory Authority contacts the Agent and there is a likelihood that there will be damage to the reputation of the Appointer or the Appointer's relationship with the relevant Data Subjects as a result; and
 - 1.5.4 promptly, and in any event within 12 hours of becoming aware, notify the Appointer in writing and send an email to: privacyoffice@dubaiholding.com of any actual or suspected Personal Data Breach relating to Personal Data connected with this Agreement or any breach of this Schedule and (a) do all such things as reasonably necessary to assist the Appointer in mitigating the effects of the Personal Data Breach; (b) implement any measures necessary to restore the security of any compromised Personal Data; (c) work with the Appointer to make any required notifications to Supervisory Authorities and affected Data Subjects in accordance with the Data Protection Laws (including the timeframes set out therein); and (d) not do anything which may damage the reputation of the Appointer or the Appointer's relationship with the relevant Data Subjects, save as required by Data Protection Laws.
- 1.6 Without limiting other remedies, if an audit as detailed in clause 6.2 of the Agreement reveals any party non-compliance with its data protection obligations, the Agent shall:
- 1.6.1 promptly resolve, at its own cost and expense, such non-compliance and take appropriate measures to prevent re-occurrence; and
 - 1.6.2 pay the reasonable costs of the Appointer and their qualified representatives for the corresponding scan, audit and/or inspection.

Appendix

Types of Personal Data shared with the Appointer by the Agent

The Agent shall share the following information, as collected on the Property Booking Form:

- Name, Nationality, Email Address, Telephone Number, Postal Address, Physical Address, Date of Birth, Place of Birth, Copy of Passport, Emirates ID, Power of Attorney.
- The name of the Agent representative who introduced the Purchaser.

The Agent shall share the following information for the purposes of Dubai Holding registering the Agent on their systems:

- All necessary permits, licenses, registrations, or approvals required from any relevant authority and/or in accordance with applicable law relating to the provision of the Services and the Agent's obligations pursuant to this Agreement.

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