



REAL ESTATE INTRODUCER AGREEMENT

The Commencement Date of this Agreement is 12 June 2024

BETWEEN:

BINGHATTI DEVELOPERS FZE, a limited liability company holding Dubai Silicon Oasis licence 1279 and RERA developer number 1051 and having an address of Plot 06-025, Office 2, Dubai Silicon Oasis, PO Box 341186, Dubai, United Arab Emirates (the **Developer**)

LUX REALTY LIMITED, a British Virgin Islands national, holding passport 550505664 and having as address of 57 HALLSVILLE ROAD E16 1EE, London, United Kingdom , (the **Introducer**)

BACKGROUND

- (A) The Developer develops residential real estate projects in the United Arab Emirates.
- (B) The Introducer has contacts who are potential purchasers (**Clients**) of units in projects developed by the Developer.
- (C) The Developer wishes to appoint the Introducer to introduce Clients to the Developer on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires, the following definitions apply:

Additional Introducer Fee Any Introducer Fee above the Base Introducer Fee, as set out in clause 8;

Affiliate Means any entity which directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common control with such entity;

Agreement Means this real estate introducer agreement;

Applicable Law Means all laws, regulations, orders, decrees, or other instruments enacted by the government of the UAE or of the Emirate of Dubai or by any relevant government authority in any other jurisdiction that may be applicable to this Agreement and the Introductory Services, and as amended from time to time;

Base Introducer Fee Means the minimum Introducer Fee rate set out in clause 8;

Clients Means potential purchasers of Units in the Projects Introduced to the Developer by the Introducer;

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Close Relative	Means any of the following: spouse or civil partner, brother or sister, child, or parent;
Commencement Date	Means the date above written;
Confidential Information	All information of a confidential nature (in whatever form) which is disclosed by either Party to the other (including by and to, Representatives of either Party) and includes:
	<ul style="list-style-type: none"> • the names and contact details of a Party's clients, customers, investors or Representatives; • business plans, marketing materials, market studies, know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind; • all information produced or developed in the performance of this Agreement (including the Introducer's contact details for Clients); • all information agreed to be, or marked as, confidential; • any information the recipient knows, or could reasonably be expected to know, is confidential; • any material, non-public information about the Developer and its Affiliates; • the terms and existence of this Agreement and any of the negotiations and discussions that preceded in its making; and • all information produced or developed in the performance of this Agreement.
Control	Means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and the expression change of control shall be construed accordingly;
Force Majeure Event	<p>Means any of the following acts, causes, circumstances or events beyond the reasonable control of the Party concerned or seeking to rely on the same:</p> <ul style="list-style-type: none"> • delay arising from any civil emergency, natural disaster including flooding, epidemic, pandemic, or other health emergency, enemy action, war, or civil commotion; • acts of God; • acts of government; and • acts of terrorism, <p>provided that no Party may rely on any of the above if and to the extent that that Party has caused or contributed to the act or circumstance which constitutes that event;</p>
Introduce	Means to introduce a new Client to the Developer for the first time, for the purposes of purchasing a Unit(s). An Introduction may be in person or through some other form of communication (e.g., email or text messaging)



and **Introduction**, **Introduced** and **Introducing** shall have corresponding meanings);

Introducer Fee	Means the fee payable to the Introducer upon the Sale of a Unit;
Introducer Fee Structure	Means the Introducer Fee rates described in clause 8;
Introduction Date	Means the date that the Client is Introduced by the Introducer to the Developer in accordance with clause 5.3;
Introductory Services	Means the services described in clause 5.1;
Project	Means any real estate development project developed by the Developer;
Purchase Price	Means the purchase price of a Unit, exclusive of any administrative or registration fees, taxes, levies, or charges;
Purchaser	Means a person who has signed the Sale Documents for the purchase of a Unit;
Representative	Means a shareholder, director, officer, employee, agent, consultant or advisor of a Party;
Sale	Means the execution by all required parties of all of the Sale Documents for the purchase by a Client of a Unit from the Developer;
Sale Documents	Includes the sale and purchase agreement or long-term lease agreement (as applicable) and all other necessary sale-related documents for the purchase of a Unit from the Developer;
Term	Means one (1) year;
UAE	Means the United Arab Emirates;
Unit(s)	Means a unit in a Project; and
VAT	Means value added tax as applied to the provision of goods and services in the UAE by the Federal Tax Authority.

2. INTERPRETATION

2.1. Unless the context otherwise requires:

- (a) Headings are included for convenience only and do not affect the construction of this Agreement;
- (b) The singular includes the plural and vice-versa, a gender includes all genders and a reference to a person includes an individual, a body corporate, an unincorporated body, a government, or other entity;
- (c) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (d) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
- (e) Any phrase introduced by the terms including, include, in particular or any similar expression will be construed as being by way of illustration or emphasis only and will not limit the


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generality of the preceding words but shall be read as meaning "including, without limitation"; and

- (f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied, or replaced from time to time, except to the extent prohibited by this Agreement.
- (g) The particulars and schedules (if any) form part of this Agreement and words and expressions set out in the particulars and schedules are to be treated as defined terms in this Agreement.
- (h) References to clauses, paragraphs and schedules are references to clauses and paragraphs in and schedules to this Agreement.
- (i) All dates and periods shall be determined by reference to the Gregorian calendar and any reference to "day" is interpreted to mean calendar day.

3. COMMENCEMENT AND TERM

- 3.1. This Agreement commences on the Commencement Date and shall continue in full force and effect for the Term unless or until terminated in accordance with clause 11.
- 3.2. The Term will be automatically renewed on each anniversary of the Commencement Date for an additional one (1) year term unless terminated in accordance with clause 11.

4. APPOINTMENT

- 4.1. The Developer hereby appoints the Introducer on a non-exclusive basis, solely for the purpose of providing the Introductory Services during the Term.
- 4.2. The Developer may engage the services of other introductory service providers, real estate brokers and real estate agents for the same purpose in relation to any Projects at any time.

5. INTRODUCTORY SERVICES

- 5.1. The Introductory Services include but are not limited to:
 - (a) Promoting the Projects and the Units at the sole expense of the Introducer;
 - (b) Identifying Clients and Introducing them to the Developer;
 - (c) Assisting the Developer as required to obtain any necessary due diligence information relating to a Client to enable Developer to assess the suitability of the Client;
 - (d) To the extent requested by the Developer, facilitating, assisting, and supporting the Developer in finalising the Sale of the Units by providing the Sale Documents to Clients, collecting identification and other documents from Clients, and delivery to the Developer of the Sale Documents executed by Purchasers;
 - (e) Following up on the collections of any amounts due under the Sale Documents from Purchasers, with the Developer reserving the right to determine that the Introducer's non-cooperation or inaction with respect to the same constitutes a material breach of this Agreement for the purposes of clause 11.4; and
 - (f) Providing routine reports on the progress of marketing, promotions and sales as may be required by the Developer from time to time.
- 5.2. The Introducer must limit Introductions to persons or companies they reasonably believe to be to potential purchasers.

- 5.3. The Developer has the exclusive right, in its sole discretion, to accept or reject any Client presented to it by the Introducer.
- 5.4. Introductions made by the Introducer to the Developer must be documented in writing. The Introducer must provide the Developer with the Client's contact details in accordance with the Developer's procedures and using the Developer's required forms. For the avoidance of doubt, the Introduction Date is the date that the Introducer provides these written contact details to the Developer.
- 5.5. The Introducer must ensure that the Client consents to their contact details being provided to the Developer and to being contacted by the Developer.
- 5.6. The Introducer must keep and maintain a complete record of each Client, the Introduction Date, and communications with the Client and with employees of the Developer which establishes that the Client was represented by the Introducer at the time of the Introduction. The Introducer must produce this record to the Developer upon request. The Developer may refuse to pay the Introducer Fee where the Introducer fails or refuses to produce satisfactory evidence that the Client was represented by the Introducer at the time of the Introduction.
- 5.7. It is agreed that the relationship between the Parties is and will remain at all times that of independent contractors. Nothing in this Agreement will be deemed to create any form of partnership, employment relationship, joint venture agreement, or any other kind of relationship between the Developer and the Introducer other than that of independent contractor.

6. INTRODUCER OBLIGATIONS

- 6.1. The Introducer is not authorised to and agrees, undertakes, and covenants that it will not:
 - (a) Represent that they or their Representatives are employees of the Developer or its Affiliates;
 - (b) Represent that they are acting on behalf of the Developer or its Affiliates in any capacity other than as an introducer;
 - (c) Make representations in the name of or on behalf of the Developer;
 - (d) Allow their interests to conflict with those of the Developer;
 - (e) Make any representation not contained in or not consistent with any other information supplied by the Developer with respect to the Units and the Project;
 - (f) Make Introductions for Clients they do not reasonably believe to be to potential purchasers;
 - (g) Make Introductions for Clients:
 - (i) who are Close Relatives of the Introducer; or
 - (ii) where the Introducer has an interest in the Client, including but not limited to being a shareholder, nominee, employee, investor, officer or director of the Client,
 other than to the extent to which such interest has been disclosed to and accepted by the Developer and the Introducer undertakes to inform the Developer in writing immediately if this position changes;
 - (h) Offer or take any type of inducement (monetary or non-monetary) to or share any part of their Introducer Fee with any Representative of the Developer or the Developers' Affiliates;
 - (i) Obtain the contact information of any Client in an unlawful manner;

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- (j) Receive any money from any Clients in the name of or on behalf of the Developer;
 - (k) Modify any of the terms and conditions of the Developer's Sale Documents;
 - (l) Use the Developer's name or logo or any other intellectual property rights of the Developer without the prior written consent of the Developer; and
 - (m) Accept offers or conclude contracts for the Sale of Units.
- 6.2. The Introducer hereby irrevocably agrees, undertakes, and covenants that:
- (a) They will inform the Developer within seven (7) days if there is a change to any of their contact details, name, bank details, authorized signatories, or any change in their legal status;
 - (b) They will not be entitled to, nor will they claim any other remuneration or reimbursement of costs or expenses, if any, incurred by them in providing the Introductory Services other than the Introducer Fee payable in accordance with the terms of this Agreement;
 - (c) They will perform their obligations hereunder in good faith;
 - (d) They will observe and comply with all applicable laws and regulations and with the guidance and directives issued by the Developer from time to time; and
 - (e) They will carry out their duties hereunder with professionalism and to the standards required by the Developer.
- 6.3. The Introducer hereby warrants that the representations, covenants, warranties, agreements, acknowledgments and understandings of the Introducer set forth in this Agreement are true and accurate, and acknowledges and understands that the Company is relying upon the truth and accuracy of the same in order to enter into this Agreement.
- 7. INTRODUCER FEE**
- 7.1. For the purpose of this Agreement, a Sale is deemed to have been concluded when the Sale Documents have been executed by all required parties.
- 7.2. The Introducer Fee will be payable only if:
- (a) The Client is accepted by the Developer;
 - (b) The Client was represented by the Introducer and was introduced by the Introducer to the Developer during the Term;
 - (c) The Sale to the Client is concluded within three (3) months of the Introduction Date (which time period may be extended at the sole discretion of the Developer); and
 - (d) A minimum of twenty percent (20%) of the Purchase Price of the Unit and all applicable registration fees and charges have been received by the Developer;
 - (e) The Client has delivered to the Developer all required post-dated cheques for the payment instalments as set out in the payment schedule in the Sale Documents; and
 - (f) The Introducer has complied with all of the Developer's administrative and procedural requirements.
- 7.3. The Developer will have no obligation to pay the Introducer Fee where, as at the Introduction Date, the Client was already an existing client or customer of or otherwise known to the Developer, had been previously Introduced to the Developer by any other person, or where the Introducer cannot

provide satisfactory records that establish that the Client was represented by the Introducer at the time of the Introduction.

- 7.4. Introducer Fees will be paid within thirty (30) days of satisfaction of the conditions set out in clause 7.2 and in accordance with the Developer's Introducer Fee Structure and Claim procedures and forms.
- 7.5. If for any reason, the Sale is cancelled, terminated, or not completed for any other reason, and the Developer refunds some or all of the Purchase Price to the Purchaser, no Introducer Fee will be payable to the Introducer and the Introducer agrees to refund any Introducer Fee already paid.
- 7.6. If an Introducer Fee has been paid to the Introducer, and the Developer later determines (in its sole discretion) that the relevant Client was not Introduced by the Introducer, the Introducer agrees to refund any such Introducer Fee paid within 3 (three) days of notification by the Developer.
- 7.7. The Developer will not reimburse the Introducer for any out-of-pocket expenses incurred in the delivery of the Introductory Services.
- 7.8. The Introducer shall be responsible for payment of taxes, exchange rate fluctuations, bank transfer charges and/or any other costs related to payment of the Introducer Fee. Introducer Fees are exclusive of VAT to the extent as prescribed by law.

8. INTRODUCER FEE STRUCTURE

- 8.1. The Base Introducer Fee is two percent (2%) of the Purchase Price of a Unit, which is the minimum Introducer Fee payable to the Introducer upon completion of a Sale.
- 8.2. From time to time, the Developer may offer an Additional Introducer Fee, being a rate of Introducer Fee higher than the Base Introducer Fee. Such rates may be applicable for limited periods of time or limited to certain Projects or Units. The Developer will communicate to the Introducer when Additional Introducer Fee is applicable. The Additional Introducer Fee will only apply to Sales which are completed within the specified time frame, or which otherwise meet the criteria for the Additional Introducer Fee set by the Developer.
- 8.3. The Introducer acknowledges and agrees that the Developer may in its discretion revoke or modify the availability of or terms for claiming the Additional Introducer Fee at any time without the prior approval of or notice to the Introducer and it is the sole responsibility of the Introducer to enquire about the availability or terms of any Additional Introducer Fee at the time of the Introduction.
- 8.4. The Introducer acknowledges and agrees that in cases where the Introducer has negotiated and the Developer has approved (1) a discount on the Purchase Price of a Unit offered to a Client which exceeds the Developers' internal pricing structure, and / or (2) a variation to the Developer's standard payment schedule requirements, the Developer has the discretion to reduce the Introducer Fee payable to the Introducer. All such cases will be dealt with on a case-by-case basis, and the Introducer acknowledges that the Developer's determination of the Introducer Fee payable shall be final and binding on all Parties.

9. ASSIGNMENT

- 9.1. The Introducer may not assign, transfer, or delegate this Agreement or part or all of its rights or obligations under this Agreement to any other person.


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10. INDEMNIFICATION & LIABILITY

- 10.1. Neither the Developer, its Affiliates, nor their Representatives will be liable for any obligation incurred by Introducer, nor will the Developer be liable to the Introducer or to any third party for any injuries, liabilities, or damages suffered by or caused by the Introducer arising from this Agreement.
- 10.2. The Introducer will indemnify and hold harmless the Developer, its Affiliates, and their Representatives from and against any and all claims, damages, causes of action, losses, judgments, demands, costs, expenses, fees, and defence costs in connection with any liability or obligation incurred by or the arising from the Introducer's breach of this Agreement or caused by the Introducer's act or omission, including but not limited to the Introducer's fraudulent or negligent acts or omissions in connection with this Agreement.
- 10.3. The provisions of this Agreement are considered and accepted by the Parties to be reasonable and necessary for the purpose of protecting the business and goodwill of the Developer and its Affiliates. Therefore, without prejudice to any other rights or remedies that the Developer may have, the Introducer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Introducer. Accordingly, the Developer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

11. TERMINATION

- 11.1. Either Party may terminate this Agreement for convenience without the requirement for a court or other order by giving the other Party seven (7) days' written notice. Nothing contained in this Agreement entitles a Party to breach its obligations under this Agreement for reasons of convenience.
- 11.2. If this Agreement has been terminated by the Developer in accordance with clause 11.111.1, the Developer remains liable to pay the Introducer any Introducer Fees validly payable as at the date of termination, if all the conditions of clause 7.2 are met.
- 11.3. Where this Agreement has been terminated by the Introducer for any reason, no further Introducer Fees will be payable to the Introducer.
- 11.4. In addition to any other rights set out in this Agreement and under Applicable Law, and notwithstanding clause 11.1, the Developer may terminate this Agreement for material breach with written notice to the Introducer, with immediate effect.
- 11.5. The Developer has no obligation to pay any Introducer Fee where:
 - (a) The Introducer commits a material breach of this Agreement;
 - (b) A representation or warranty made or taken to be made by or on behalf of the Introducer is found to be fraudulent or incorrect or misleading in any material respect when made or taken to be made; or
 - (c) The Introducer suffers an Insolvency Event.
- 11.6. If the Introducer or its employees, officers, directors, agents, representatives or any other person acting for or on behalf of the Introducer, in carrying out the Introductory Services or any other actions related to the Introductory Services engages in activities in violation of any local or international law relating to bribery, corruption, money laundering, or terrorist financing, or any activities constituting fraud or a bribe, kickback or illegal or improper payment, the Developer may terminate this

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Agreement with written notice to the Introducer, with immediate effect, and the Developer has no obligation to pay any Introducer Fee.

- 11.7. Where this Agreement is terminated pursuant to 11.6, the Introducer acknowledges and agrees that it has no right to claim any Introduction Fee, and is obligated to refund any Introducer Fee paid to it for any Sales having any connection to any of the prohibited activities set out in clause 11.6, and agrees to immediately refund such Introducer Fee to the Developer.
- 11.8. The Developer reserves the right to commence civil or criminal proceedings against the Introducer for any of the prohibited activities set out in clause 11.6.
- 11.9. In case of termination, both Parties will work in the best interest of Clients and Purchasers to ensure seamless transition.

12. DATA PROTECTION

- 12.1. The Parties agree to be bound by the data protection provisions set out in Appendix 1.

13. CONFIDENTIALITY

- 13.1. Each Party must hold in confidence and must not, except with the written consent of the other Party (such consent not to be unreasonably withheld) or if required by law, divulge to any third party (other than to banks and professional advisors), any Confidential Information or use such Confidential Information other than for the purposes anticipated by this Agreement and with the intent of carrying out this Agreement for the benefit of the Developer. All other uses are strictly prohibited. The provisions of this clause will remain in full force and effect notwithstanding the termination of this Agreement. These obligations will continue in full force and effect for a period of ten (10) years from the date of expiry or termination of this Agreement.

14. FORCE MAJEURE EVENT

- 14.1. Neither Party will have any liability for any failure or delay in performance of this Agreement, to the extent the same results from a Force Majeure Event. The Party affected by a Force Majeure Event must promptly notify the other party in writing when the Force Majeure Event causes a delay or failure in performance and when it ceases to do so. If a Force Majeure Event continues for a continuous period of more than six (6) months, the Party not affected may terminate this Agreement by written notice to the other Party in accordance with clause 11.1.

15. GOVERNING LAW AND JURISDICTION

- 15.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, will be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre. This Agreement will be governed by and construed in accordance with the laws of the Dubai International Financial Centre.

16. GENERAL

- 16.1. Notices under this Agreement must be in writing and sent to the persons and addresses set out below. They may be given and will be deemed received by hand on delivery or by email on the date sent.

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For the Developer	For the Broker
<p>Office Address: Unit Office 1904A, ICD Brookfield Place, Dubai International Financial Centre, Dubai UAE</p> <p>Mailing Address: PO Box 482010, Dubai, UAE</p> <p>Telephone Number: +971 4 3555 888</p> <p>Attention: Mark Ian Dalawampu</p> <p>Email: agencydepartment@binghatti.com, legal@binghatti.com</p>	<p>Office Address: 57 HALLSVILLE ROAD E16 1EE</p> <p>Mailing Address:</p> <p>Telephone Number: +44 20 3868 5800</p> <p>Attention: SANA KHAN</p> <p>Email: SANA@MEDIAJUNKIE.ONMICROSOFT.COM</p>

- 16.2. This Agreement constitutes the entire agreement and understanding between the Parties relating to its subject matter and supersedes any and all previous agreements, arrangements and/or understandings (whether written or oral) relating to the subject matter of the Agreement, other than those entered into in writing simultaneously with this Agreement.
- 16.3. If there is any ambiguity or discrepancy between this Agreement and any subsequent communications, arrangements and/or understandings of any kind between the Parties, (whether written or oral) relating to the subject matter of this Agreement, then this Agreement shall prevail, except where the Parties have executed a written agreement to amend this Agreement.
- 16.4. This Agreement will bind and benefit each Party's heirs, beneficiaries, successors, assigns and personal representatives.
- 16.5. No delay, act or omission by either Party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 16.6. This Agreement has been executed in English only. In case of any difference in meaning between the English version of this Agreement and any translation, the English text shall prevail to the fullest extent permitted under the Applicable Law.
- 16.7. This Agreement is not enforceable by any third party, and nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns.
- 16.8. A provision of or a right under this Agreement may not be waived except in writing signed by whoever is to be bound.
- 16.9. The unenforceability of any part of this Agreement will not affect the enforceability of any other part.
- 16.10. The Parties are independent businesses or individuals and not principal and agent, partners, or employer and employee and no Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 16.11. The Parties will do all further acts and execute all further documents reasonably necessary to give effect to and carry out this Agreement.
- 16.12. The date of termination of this Agreement does not affect the enforceability or validity of those clauses in this Agreement intended to survive termination.


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Senior VP Sales
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17. SIGNATURES

- 17.1. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
- 17.2. Each Party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised signatories of the Parties and is intended to be and is hereby delivered on the date above written.

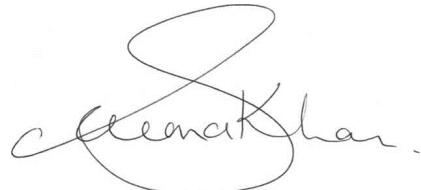
Signed for and on behalf of **BINGHATTI DEVELOPERS FZE:**


ESSAM RAGAB
 Senior VP Sales
 Bingshatti Developers FZE

Essam Ragab
 SVP of Sales

Company Stamp:

Signed by] / for and on behalf of LUX REALTY LIMITED:



SANA KHAN

Company Stamp:



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 Senior VP Sales
 Bingshatti Developers FZE

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18. APPENDIX 1 – DATA PROTECTION

- 18.1. The Parties acknowledge that the provisions of the Data Protection Law, Dubai International Financial Centre (**DIFC**) Law No. 5 of 2020 (the **DP Law**) and Regulations regarding transfers of Personal Data are applicable to the Personal Data of Clients (referred to in this Appendix as **Data Subjects**) and to this Agreement.
- 18.2. Defined terms not set out herein have the same meaning as set out in the DP Law.
- 18.3. For the purposes of this Appendix, the Parties agree that the Personal Data of Data Subjects will or may be shared by the Introducer with the Developer, and *vice versa*. Therefore, both the Introducer and the Developer may be a Data Exporter or a Data Importer for the purposes of the DP Law, depending on the flow of information.
- 18.4. The Parties agree that the safeguards set out in this Appendix are necessary to ensure adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of the Data Subjects.
- 18.5. The Parties agree that the Personal Data will only be used for the purposes of the execution of this Agreement and of the Sale of a Unit and for no other purpose, without the specific consent of the Data Subject.
- 18.6. The Data Exporter and the Data Importer both agree that the Personal Data will be:
- (a) Processed only in accordance with the DP Law, lawfully, fairly and in a transparent manner in relation to a Data Subject;
 - (b) Only Processed for specified, explicit and legitimate purposes determined at the time of collection of the Personal Data and only as relevant and limited to what is necessary for and kept for no longer than is required for that purpose;
 - (c) Processed in accordance with the Data Subject rights under the Law;
 - (d) Accurate and kept up to date, including via erasure or rectification, without undue delay; and
 - (e) Kept secure against unauthorised or unlawful Processing (including transfers), and against accidental loss, destruction or damage, using appropriate technical or organisational measures (**TOMs**).
- 18.7. The Data Exporter agrees and warrants:
- (a) that it will instruct the Data Importer to process the Personal Data transferred only on the Data Exporter's behalf and in accordance with the DP Law; and
 - (b) to make available to the Data Subjects, upon request, a summary description of the TOMs in place to protect their Personal Data against accidental or unlawful destruction, loss, alteration, disclosure or access.
- 18.8. The Data Importer agrees and warrants:
- (a) to process the Personal Data only on behalf of the Data Exporter and in compliance with its instructions;
 - (b) that it has adequate TOMs in place to protect the Personal Data against accidental or unlawful destruction, loss, alteration, disclosure or access; and


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- (c) that it will promptly notify the Data Exporter of any accidental or unlawful destruction, loss, alteration disclosure or access of the Personal Data.
- 18.9. The Data Exporter agrees to deposit a copy of this Agreement with a relevant supervisory authority if it so requests or if such deposit is required under the DP Law.
- 18.10. The Parties agree that the Data Protection Commissioner of the DIFC has the right to conduct an audit of the Data Importer and/or Data Exporter under the DP Law.
- 18.11. The Parties agree that if one Party is held liable for a violation of the DP Law committed by the other Party, the latter will, to the extent to which it is liable, indemnify the first Party for any cost, charge, damages, expenses or loss it has incurred.


ESSAM RAGAB
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