

LANDLORD AGREEMENT

This "Agreement," regulates the utilization of the "Roomy FINDER" platform, encompassing both the application and website by the Landlord, hereafter referred as ("Client"). The platform is provided by GSC Capital Group LLC ("Business"), a company with registered office located at 16, Misakin St, Al Danah, 22213, Plot number PRP37696, Abu Dhabi, UAE. The platform serves as means for Landlords to advertise and manage properties. When the Landlord accesses or uses the Application, they acknowledge and accept the terms outlined in this Agreement.

1. Transaction Details. The Business agrees to provide (the "Service") and the Client agrees to retain, the following payment (the "Services charge") to be performed by Business in accordance of the terms and conditions of this Contract.

- a. Definition of the Services. The Business shall provide **third party known as (the "Tenant") access to www.roomyfinder.com website and application to make booking for space, part or area of the Client property.**
- b. The service will be free of charge for the Client and full charges will be applied to the third party known as ("Tenant").
- c. The Business allows the Client to upload photos, video and information about the Client's property. Moreover, client is allowed to offer property for rent, accept rent offer and communicate with potential tenant by the Client direct responsibility on the business website and application www.roomyfinder.com.

2. Service Standards. The Services provide the Client with full control of his/her Client control panel to edit, delete and add more properties or information. The service allows the Client to communicate directly with potential tenant and accept or reject their rent offer

3. Payment Terms. In exchange for the Services performed by Business as specified in this Agreement to Client, Client will pay to Business 10% of the total rent price refer as ("commission") that being collected by the Client from third party known as ("tenant"). The 10% is automatically added to the Client entering price for rent for his/her property, and 5% of the 10% that being added as charge for business VAT, and service fee of 3% of the total amount for rent and VAT as service charge by business. These terms of payment governed by the following procedures and timeframe.

- a. The client will be provided direct and immediate access to the ("Account Balance").
- b. Client will be able to withdraw from ("Account Balance") his/her amount of rent by using ("financial third party "stripe and/or PayPal") if and only if Business receives the tenant payment for the client property by using credit card, debit card, PayPal or Roomy pay card.
- c. Client must pay the Business from ("Roomy Balance") the Business service, VAT and added commission by using financial third party ("stripe and/or PayPal"), if "Tenant" choose to make a cash payment for the rent of the property that being published on the Business platform.
- d. In case "Tenant" chooses to pay by cash, the "Client" must make the payment to the "Business" within 3 days from the day of check in.
- e. The Client must pay the Business in case of the tenant chose to make the payment in cash,
 - 10% of the actual rent price (automatically being added to rent price that enter by the Client and being added to the tenant booking invoice).

- 5% of VAT (on the 10% Business charge on the entering rental price, which automatically being added to the tenant booking invoice).
 - 3% application service charge of the total amount that being charge as rent, business charge and VAT (which automatically being added to the tenant booking invoice).
- f. In addition to any other remedy provided under applicable law, if Client fails to pay an overdue and outstanding balance for the Services performed after 10 days, the Business may consider Client in material breach, terminate this Agreement and pursue all methods to recoup any money owed in addition to legal charges.
 - g. The Business allowed the Client to transfer payment from the Client receivable account within the business to their personal account by using third party financial firm knowing as (the “Strip or/and PayPal”).

4. Cancellation. If the Client wishes to cancel this Agreement, Client must delete their account from the Business website and application (www.roomyfinder.com). The Client is responsible to clear any late payment or balance shown in their Roomy Balance account at Client control panel within three, (3) business day from the day of cancellation.

5. Limitation of Remedies.

- a. If Business cannot fulfill its obligations under this Contract for reasons outside of its control, Business will not be responsible or reliable for any lost or loos of the Client business.
- b. The Business takes no any responsibilities or liabilities for the Client properties condition, environment, or residents living in the properties.
- c. The Business is not responsible under any condition for tenant cancellation of booking, damage or any issues that related to tenants, including and not limited to tenant legal situation in the country, property damage.
- d. The Client is responsible to provide real pictures and information in his/her ads and to ensure that booked tenant gets access to their booking space within the time frame of booking.
- e. The Client is responsible to accept or reject booking and to collect cash payment and deposit from tenant.
- f. The Client is responsible to set his/her own rules and regulation within their properties and have all legal documents to exercise their business legally governed by country of the business entity.

6. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and as valid and enforceable. Unless the Business decides to change this term and the Business can do change to this agreement without informing the Client.

7. Waiver. The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be constructed as a waiver of any subsequent or further exercise of that right, power or nrivilege or the exercise of anv other right. nower or nrivilege.

8. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States, and GCC countries. The Parties each represent that they have the authority to enter into this Agreement.

9. Governing Law and Jurisdiction. This Agreement shall be governed by and constructed in accordance with the laws of the UAE and the USA.

The Client agrees to follow the above mentioned terms and conditions by checking the landlord agreement.

BROKER AGREEMENT

This agreement is made and entered between GSC Capital Group LLC, a company with registered office located at 16, Misakin St, Al Danah, 22213, Plot number PRP37696, Abu Dhabi, UAE ("Company"), and ("Broker").

WHEREAS, Company is the owner and operator of a platform called "Roomy Finder" which includes application and website.

THEREFORE, the parties agree as follows:

1. Scope of Work

Company agrees to provide Broker with access to the platform for the purpose of listing such property units as master rooms, standard rooms, partitions and bed spaces.

2. Commission Structure

Company agrees to pay Broker a commission of 1% out of 10% added to the price of the listed unit. monthly

3. Payment Terms

Company agrees to pay Broker within 3 days after the booking of unit. Payment shall be made in AED currency to the account designated by Broker.

4. Landlord Registration

If a Broker registers as a landlord on this application, it is understood that they are willingly and knowingly accepting and agreeing to abide by the same terms and conditions applicable to landlords. This includes, but is not limited to, adherence to any relevant laws and regulations, timely payment of applicable fees, compliance with the application's guidelines for listing and managing properties.

5. Maintenance Service Payment

In case of using the Maintenance service, for each transaction facilitated through the Application, the landlord (or Broker, registered as Landlord) agrees to pay a transaction fee equal to 10% of the total cost of the maintenance service.

6. Responsibility

The Company explicitly disclaims any responsibility or liability for any disputes, or conflicts that may arise between landlords and broker. The Company shall not be held liable for any damages, losses, or claims arising out of or in connection with the dealings between landlords and brokers, including but not limited to financial losses, property damage, or personal injury.

7. Confidentiality

Both parties agree to keep all information exchanged during the term of this Agreement confidential, including but not limited to information about the platform, the properties listed, and the personal information of clients.

8. Validity Period

The agreement entered into by the involved parties shall remain valid and in effect for a period of three months from the date of signing. After the expiration of this three-month period, the agreement shall automatically terminate, unless expressly renewed or extended by mutual consent of all parties involved. Both parties acknowledge and agree that any rights, obligations, and terms specified within the agreement shall only be applicable during this three-month duration.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and constructed in accordance with the laws of the UAE and the USA.

By accessing or using the Application, the User agrees to be bound by this Agreement.

TERMS AND CONDITIONS FOR MAINTENANCE SECTION

These terms and conditions ("Agreement") govern the use of the maintenance section in the "Roomy FINDER" application, provided by GSC Capital Group ("Provider") as a platform for landlords to receive offers from different maintenance companies. By accessing or using the Application, the User agrees to be bound by this Agreement.

1. Maintenance Offers:

- a. The Application provides a platform for maintenance companies ("Companies") to submit offers to landlords for maintenance services.
- b. The Companies are responsible for the accuracy, completeness, and quality of their offers.
- c. The Provider does not endorse or guarantee the services provided by the Companies and is not liable for any disputes, damages, or losses arising from the services rendered by the Companies.

2. Transaction Fees:

- a. Landlord Fees: For each transaction facilitated through the Application, the landlord ("Landlord") agrees to pay a transaction fee equal to 10% of the total cost of the maintenance service.
- b. Company Fees: For each transaction facilitated through the Application, the Companies agree to pay a transaction fee equal to 10% of the total cost of the maintenance service.

3. Payment Processing:

- a. The Application may facilitate payment processing for transactions between the Landlord and the Companies.

- b. The Provider is not responsible for any issues, errors, or disputes related to payment processing. Any such issues should be resolved directly between the Landlord and the Company involved in the transaction.
- c. If the Landlord decides to make a cash payment for maintenance services, the Companies would be responsible for making a payment of 10% percent to the Provider through the “Account Balance” section in the Application.

4. Business License Request:

The provider has the right to request a business license from the Companies during the registration process. However, this request is optional and not mandatory.

5. Privacy and Data Protection:

- a. The Provider collects and processes personal information in accordance with its Privacy Policy.
- b. By using the Application, the Users consent to the Provider's collection, use, and disclosure of personal information as described in the Privacy Policy.

6. Limitation of Liability:

- a. The Provider will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from the User's use of the Application or the services provided by the Companies.
- b. The Provider makes no warranties or representations regarding the availability, accuracy, or reliability of the Application or the services provided by the Companies.

By using the Application, the User acknowledges that they have read, understood, and agreed to these terms and conditions. If the User does not agree with any part of this Agreement, please refrain from using the Application.