

Non-Exclusive Agency Agreement

This Non-Exclusive Agency Agreement (hereinafter referred to as the "**Agreement**") has been executed on January 31, 2024 by and between:

- 1. First Party: Azizi Developments L.L.C**, a limited liability company incorporated in Dubai, U.A.E. with Trade License No 552794 and whose registered address is at P.O. Box 121385, Dubai, U.A.E., represented by Mr. Ahamed Iffham (hereinafter referred to as the "**Developer**"); and
- 2. Second Party: Al Sayab Real Estate LLC**, a company registered in Dubai with Trade License No 1129989 and RERA ORN 33307 whose registered address is at Office No. 902, Al Ameri Tower, Barsha Heights, Tecom, Dubai, United Arab Emirates represented by Mr./Ms. Imad Hammad Hussein holder of Iraq passport with No: A11556205 (hereinafter referred to as the "**Agent**")

(Each a "**Party**" and collectively referred to in this Agreement as the "**Parties**").

WHEREAS:

The Developer is developing a planned residential-use projects (the "**Projects**") in Dubai, U.A.E., and wishes to sell certain properties/units (the "**Property**") within the Projects, which will be provided from time to time to non-exclusive agents; and

The Agent is a duly licensed and specialized agency company and wishes to provide selling services (the "**Services**") to the Developer on a non-exclusive basis as specified in this Agreement.

NOW THEREFORE it is hereby agreed by and between the Parties on the following terms and conditions:

- 1- In providing the Services, part of the Agent's role would be to identify and contact prospective purchasers (the "**Client(s)**") and to introduce them to the Developer with the object of selling them the Property.
- 2- The Agent shall exercise the professional skills, care and diligence generally expected of a party of similar specialization in the provision of the Services.
- 3- The Agent would have no authority to facilitate a Sales and Purchase Agreement (the "**SPA**") of any Property for the Client without the prior approval and involvement of the Developer.
- 4- In consideration of the Services provided by the Agent, and only in return of a successfully completed transaction of sales of the Property, the Developer hereby agrees to pay the Agent a commission (the "**Commission**") according to **Appendix A**.
 - 4.1. Commission is exclusive of Value Added Tax (the "VAT").
 - 4.2. Developer reserves a right to withhold payment of Commission in case Agent does not issue a valid tax invoice as required under the UAE applicable VAT Laws. Payment will be made only after the receipt of valid Tax invoice and related documents. Any consequences like interest for delay in payment etc. on account of not receiving the valid tax invoice within prescribed time shall be responsibility of the Agent.
 - 4.3. In case tax authorities do not treat the invoice submitted by the Agent as valid tax invoice, Agent agrees to issue revised valid tax invoice within a reasonable period, else Developer reserves the right to adjust the invalid invoice amounts against subsequent payments.
 - 4.4. If Developer has paid VAT to the Agent but due to any non-compliance by the Agent (including, without limitation, by reason of any error or omission, failure to register for VAT, or a defective VAT invoice) VAT is not recoverable by Developer in full as input tax, the Agent shall indemnify and hold harmless Developer on demand for the resulting irrecoverable input VAT, and any costs, expenses, fines and penalties. If Developer is held liable for VAT otherwise owed by the Agent, the Agent shall indemnify and hold harmless to Developer on demand for the resulting VAT, costs, expenses, fines and penalties it incurs.
 - 4.5. Developer's VAT TRN: 100223654300003

Agent's VAT TRN: Not Applicable
 - 4.6. The Developer shall pay the Agent the Commission in consideration for the Agent carrying out the Services pursuant to this Agreement. The Commission shall be payable in two equal installments on the terms and subject to the conditions set out below:
 - 4.6.1 The first installment shall be payable within thirty (30) days of:

- (i) the Developer has received the original SPA signed by the Client (including all relevant documentations required to be provided by the Client) no later than thirty days from the date of the Developer's confirmation.
- (ii) the Developer has received the 1st Payment according to the Property's Payment Plan, Oqood and DLD fees as cleared funds; and
- (iii) the Agent is not in default of any of its obligations under this Agreement.

4.6.2 The second installment shall be payable within thirty (30) days of the following conditions being satisfied:

- (i) the Developer has received the 2nd Payment according to the Property's Payment Plan as cleared funds; and
- (ii) the Agent is not in default of any of its obligations under this Agreement.

4.7. The Developer shall have absolute right to amend the Commission's percentage structure provided in Appendix A with a prior notice based on its own evaluation of the Agent's Performance.

4.8. The Agent acknowledges that:

4.8.1. where the Clients signs SPA more than forty-five days after the issuance date of the SPA, no Commission shall be payable by the Developer;

4.8.2. any Commission payable under the terms of this Agreement shall be inclusive of all fees, taxes (excluding VAT) or other deductions levied by any competent authority as per the Applicable Laws and the Agent acknowledges being solely responsible and liable to pay all such fees, taxes (excluding VAT) and deductions; and

4.8.3. the Agent is not entitled to any incidental or miscellaneous expenses of whatsoever nature incurred by providing the Services under this Agreement other than the Commission.

4.8.4. the Agent's eligibility for commission pay out on reverts or consolidated units would only be on the difference amount of the property value and not for the total value of the unit.

4.8.5. Credit notes can only be used as direct sales with Azizi Developments.

5- Other than the Commission stated in **Clause 4** and **Appendix A**, the Agent is not entitled

to any other compensation, remuneration, amounts, and/or reimbursement of expenses of any kind, incurred by the Agent while performing their Services and/or functions under this Agreement.

- 6- The Agent is aware and acknowledges that the Developer has engaged the services of other sales agents (internally within the Developers organization and/or externally) in relation to selling the Property; and accordingly, the Agent shall not be eligible to earn any commission under **Clause 4**, if the Client is already in negotiations with the Developer. The Agent further acknowledges that the Agent who is present at the time when the deal is concluded (ie. payment of a deposit and signature of the booking form/SPA) is the Agent that will be entitled to the Commission. The Developer will not be liable to the payment of any Commission based on written or verbal introductions of the Clients by the Agent.

- 7- The Agent is required to provide the following.
 - i) complete the Client's registration document in the format required by the Developer when the Client visits the Developer's sales offices with the Agent; and submit the same to the designated client manager of the Developer for record control purposes.
 - ii) provide, true, full and correct information of Client's Phone number, Email address and physical postal address (hereinafter the "Client Contact Information")
 - iii) Notwithstanding the above, should there be any change in the Client Contact Information, the Agent shall keep Developer informed in writing. Any adverse consequences shall be to the Agent's account should he fail to inform the Developer on time about the Clients Contact Information as and when required by the Developer.

- 8- The Agent shall check availability of the specific Property with the Developer's client manager before giving any commitment to the Client. Should the Client wish to purchase the Property, the Agent should process the Developers' booking form/SPA and get it duly signed by the Client and secure from the Client a cheque(s) for the payment(s) as required by the Developer and deliver the cheque(s) immediately to the Developer. The Developer's client manager will assist the Agent to co-ordinate the sale of the property as may be required.

- 9- Payments related to the Property should be made directly by the Client to the Developer. The Agent commits and undertakes not to accept under any circumstances cash payment and/or cheque(s) payable in the name of the Agent for the Property (and/or any other form of payment).

- 10- The Agent undertakes not to release any advertisement or conduct any publicity campaign related to the Developer/the Projects/the Property without obtaining the prior written consent of the Developer.

- 11- This Agreement shall commence on the date of signature and shall continue to be in force

for a period of one year, or till all the available Properties as advised by the Developer have been sold, whichever occurs earlier. This Agreement may be renewed by mutual written consent of both Parties for successive term(s) for duration(s) to be agreed upon by the Parties at the time of renewal.

- 12- The Developer shall be entitled to terminate this Agreement immediately if the Agent commits a breach of any of its obligations under this Agreement and, if such breach is capable of being remedied, neglects or otherwise fails to remedy such breach within a period of two (2) days after being requested to do so by the Developer.
- 13- Either party may terminate this Agreement by giving the other party seven (7) days written notice prior to termination without reason and without any objection and/or claims from the other Party.
- 14- In case of termination of the Agreement for any reason, the Agent undertakes to return to the Developer any and all documentation related to the Project submitted to them for the performance of their Services.
- 15- The Parties agree that they will maintain utmost confidentiality about the terms of this Agreement unless disclosure is required by law and/or any competent authority having jurisdiction to call for such information.
- 16- The Agent should obtain and maintain any licenses, permits or approvals as may be required under the applicable United Arab Emirates (the "U.A.E.") laws or another applicable jurisdiction for carrying out the Services and for offering and undertaking the Services. Any consequences of such breach will be the sole responsibility of the Agent.
- 17- No party shall be accountable for lack of obligation fulfillment in case of Force Majeure, including but not limited to, general strikes, civil wars, natural disasters such as floods and earthquakes, terrorist acts or any other causes beyond the control of a party, leaving its obligations unfulfilled under this contract. The party who is affected by the Force Majeure to fulfill its obligation shall notify the other party with the causes hindering the fulfillment of the obligations. If the Force Majeure remains for 30 days, the other party has the right to terminate the contract without notice or court order.
- 18- The Agent cannot assign this Agreement without the prior written consent of the Developer. The Agent acknowledges that the Developer may at its sole discretion assign or otherwise transfer the Agreement to any affiliate or other third party by giving the Agent a (7) days written notice.
- 19- All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received, or, if earlier and regardless of whether actually received after the lapse of 10 days as of the date of mailing, courier, duly addressed and with proper postage to the last known place of business of either Party. Notices will be delivered as follows:

A- To Agent : Al Sayab Real Estate LLC; Office No. 902, Al Ameri Tower, Barsha Heights, Tecom, Dubai, United Arab Emirates; AR-12074
Email address: info@alsayabrealestate.com

B- To Developer: Azizi Developments L.L.C.; 1604, API World Tower | P.O. Box 121385, Dubai, U.A.E.
Email address: info@azizidevelopments.com

20- This Agreement is governed by the laws of the United Arab Emirates and the laws of the Emirate of Dubai. In the event of any dispute or difference arising between the Parties out of or relating to the Agreement or to the breach thereof, the Parties shall use their best endeavors to settle such dispute or differences. To this effect, they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach a solution within thirty (30) days, then the dispute or difference shall be finally settled before the Dubai Courts.

21- The Parties are independent entities as to one another and are not related by partnership, employment, distribution, franchise, or otherwise with respect to any law governing compensation, performance, taxation, worker's compensation, pension, disability, welfare, or other law regulation now existing or hereafter enacted.

22- This Agreement represents the entire understanding between the Parties hereto in relation to the subject matter hereof and supersedes all prior commitments, agreements and representations made by either Party whether oral or written.

In witness of the above, both Parties have signed the Agreement:

Azizi Developments L.L.C

Al Sayab Real Estate LLC

**Ahamed Iffham
Head of Agency**

**Imad Hammad Hussein
Owner**

Witness: _____
Name:

Witness: _____
Name:

APPENDIX A

Terms and Conditions for Commission

Project's Name	Commission*
Palm Jumeirah Azizi Mina.	5%
Palm Jumeirah Royal Bay	5%
Al Furjan Projects Azizi Yasamine, Azizi Feirouz, Azizi Iris, Azizi Orchid, Azizi Liatris, Azizi Tulip, Azizi Daisy, Azizi Freesia, Candace Aster, Candace Acacia, Roy Mediterranean, Montrell, Azizi Berton, Azizi Pearl.	5%
Al Furjan Projects Azizi Shaista, Azizi Samia, Azizi Star, Azizi Farishta, Azizi Plaza	5%
Healthcare City Azizi Aliyah	5%
Healthcare City Fawad Azizi Residence, Farhad Azizi.	5%
Jebel Ali Downtown Azizi Aura.	5%
Meydan Azizi Riviera, Azizi Victoria,	5%
Studio City Azizi Mirage	5%

*The Developer is entitled to amend and/or review the Commission's percentage structure with a prior notice to the Agent based on appraisal of the Agent's performance.

Signatures & Seals	
First Party: Developer	Second Party: Agent