



This Agreement has been executed at (Date/Month) _____, 2025.

BETWEEN:

"Developer"

Main Realty Real Estate LLC, a company registered in Dubai, UAE, with Commercial Registration No. **1160389**, together with its subsidiaries and affiliates.

And

The **"Broker"** registered in:

Country/Emirate:

Office Address:

Registration No.:

Email:

Phone No.:

Landline:

(Hereinafter referred to as the "Developer") (Hereinafter referred to as the "Broker" Represented by Mr./Ms./Mrs.)

Holder of:

PASSPORT NO.

ORN*:

BRN*

**ORN: Office registration number.

**BRN: Broker registration number.

Developer and the Broker are hereinafter collectively referred to as the "Parties" and singularly as a **"Party"**)

Developer Initials

Broker Initials



BROKER AGREEMENT: TERMS AND CONDITIONS

This Agreement has been executed on _____

BETWEEN:

"Developer"

Main Realty Real Estate LLC, a company registered in Dubai, UAE, with Commercial Registration No. **1160389**, together with its subsidiaries and affiliates.

And

The **"Broker"** registered in:

Country/Emirate:

Office Address:

Registration No.:

The Developer and the Broker are hereinafter collectively referred to as the "Parties" and singularly as a "Party")

1. APPOINTMENT

- 1.1 The Developer, together with its subsidiaries and affiliates, develops and sells the real estate projects as they are notified to the Broker from time to time (hereinafter referred to as the "Projects").
- 1.2 The Developer hereby engages the Broker from the Effective Date, and the Broker accepts such engagement, as a non-exclusive real estate broker for the provision of the Services (as defined in Clause 2 below) in accordance with the terms and conditions set out in this Agreement.
- 1.3 The Broker shall provide the Services in respect of the residential (or others) in the Projects that are notified by the Developer to the Broker as being available for sale.
- 1.4 The Broker acknowledges that the Developer has also engaged the services of other real estate agencies and brokerage service providers in relation to the Projects.

Developer Initials

Broker Initials

2. OBLIGATIONS AND RESPONSIBILITIES OF THE BROKER

2.1 The Broker shall provide the following services to the Developer (the "Services"):

- A. To introduce prospective buyers of Units to the Developer (each a "Prospective Buyer") in compliance with the Registration Process.
- B. To promptly refer to the Developer all enquiries relating to the Project or the sale or lease of any Units from Prospective Buyers.
- C. To generally assist the Developer with finalizing and concluding the sale of Units to Prospective Buyers as may be reasonably requested by the Developer (each a "Unit Sale"); and
- D. To advertise and market the Units on behalf of the Developer at the Broker's own cost with the prior written approval of the Developer and as per the Developer's Marketing guidelines.
- E. To be responsible for positive word of mouth and effective publicity within the market and the Broker and its employees shall refrain from any negative behavior with prospective buyers and other parties.

2.2 The Broker accepts that it is only permitted to use advertisements, brochures, pamphlets, online or otherwise and any other marketing material and/or other information that has been provided to the Broker by the Developer.

2.3 The Broker shall secure the sale of the Units in accordance with the pricing structure and the sales program approved by the Developer and the purchase price will be payable directly to the Developer strictly as per the payment instructions given by the Developer and without any deviations therefrom.

2.4 The Broker hereby warrants represents, and confirms that:

- A. It is a company duly incorporated, validly existing and in good standing under the laws of the United Arab Emirates.
- B. It is fully authorized and has corporate authority to enter into and perform its obligations under this agreement and is duly registered and operates in full compliance with all applicable laws and regulations, including but not limited to anti-money laundering (AML) regulations.

- C. it is duly qualified and licensed to provide the Services including being authorized and licensed by the competent authorities to operate as a real estate agent/broker in the Emirate of Dubai and is registered in the Brokers Register of the Real Estate Regulatory Agency of the Emirate of Dubai and is in full compliance with the requirements of By-Law No. (85) of 2006 Regarding the Regulation of Real Estate Brokers' Register in the Emirate of Dubai and it shall notify the Developer in the event that there is any change in this registration status;
- D. The signing of this Agreement and the performance of its obligations under this Agreement will not result in a breach of any other agreement or arrangement to which it is a party.
- E. it shall perform its obligations in this Agreement in good faith and observe and comply with all applicable laws and regulations, including those relating to the prevention of bribery and money laundering, and generally shall carry out its duties hereunder with efficiency, in a professional manner, to protect and enhance the reputation of the Developer and to the standards required by the Developer.
- F. It will obtain the contact information of the Prospective Buyers in a lawful manner.
- G. It shall not offer any type of inducement (monetary or non-monetary) nor shall it share any part of the Commission paid to it with any employee of the Developer; and
- H. It will not act in the capacity of management/representative for any party other than the Developer for the sale of the Units.

3. INTRODUCTION OF A PROSPECTIVE BUYER

- 3.1 The Developer shall notify the Broker in writing the identity and contact details of the Broker's Relationship Manager/staff assigned as a point of contact.
- 3.2 The Broker shall provide the Client Registration Form in the format provided by the Seller and shall submit it to a member of the Seller's staff. In the event that this information is found to be invalid and a dispute occurs, the broker is not entitled to obtain any commissions related to the sale of the unit, and in the event of non-compliance with what was mentioned, the broker is not entitled to claim any commission (as specified in clause 4 below) related to the sale of a unit for such potential buyer.
- 3.3 in the event of any dispute in relation to whether the broker or another party has first submitted the prospective buyer to the developer, it is necessary to refer first to the reservation form (mentioning the agency and the agent details) signed by the buyer to find out who is the originator of the transaction, and in the event that it is not possible to obtain signed reservation form, the developer should make a Verification to find out who is the actual originator of the transaction and the developer has the option to obtain a written statement from the prospective buyer confirming this, and the developer shall have no liability in relation to that statement, and in this case the developer is the one who decides to whom the payable commission for any purchases should be paid for the purchases made by the prospective buyer.
- 3.4 If Commission has been paid to the Broker in relation to a Closed Transaction and the Prospective Buyer subsequently terminates or otherwise fails to complete the acquisition of the Unit relating to such Closed Transaction as a result of a misrepresentation by the Broker or a breach of this Agreement by the Broker (the "Terminated Transaction"), the Commission to the Broker in relation to the Terminated Transaction shall be refunded by the Broker to the Developer within thirty (30) days from the date the Terminated Transaction is notified to the Broker by the Developer. From the date a notice of a Terminated Transaction is provided by the Developer to the Broker, the Developer has the right to: (i) to claim back the commission (ii) deduct an amount equal to the Commission to be



refunded from any subsequent Commission to be paid to the Broker; or (iii) terminate this Agreement with immediate effect.

4. COMMISSION

- 4.1 The Broker hereby irrevocably agrees that the developer shall have the right to notify the Broker of the commission rate for each project per month. The commission rate shall be 5% unless otherwise notified by the developer. The Developer shall be entitled to notify the Broker of the applicable commission rate for each month and each individual Project by email and each party hereby irrevocably **agrees** that proof of transmission of such email by developer shall be sufficient to determine the commission rate payable against the Project, for that month, in accordance with to this Agreement always.
- 4.2 The Commission payable is inclusive of all fees and costs, sales tax, or any other levy payable in respect of the Services but exclusive of value-added tax (VAT). The Developer shall not be liable for any other payment in respect of the Services. In the case of Unit Sale where VAT, registration fee and O-qood administrative fees were included on unit price, fees of referrer shall be calculated only on Net amount excluding any inclusive government/ non-government fees and taxes.
- 4.3 The commission will be paid as follows:
- i. Payment of 100% of the prescribed commission amount upon payment of 20% of the value of the property, in addition to paying the fees for registering the property in the O-qood system at the Land Department, in addition to completing all the procedures mentioned in the property reservation Form including signing the Sales and Purchase Agreement.
- 4.4 The Commission shall be payable only upon the completion of a Unit Sale, including required payments received by the developer along with signed reservation form and executed SPA to qualify as (a "Closed Transaction")

Developer Initials

Broker Initials



4.5 The Broker agrees and acknowledges that it will only be entitled to receive a Commission in respect of a Closed Transaction and shall submit a valid VAT invoice to the Developer for such Commission promptly after a Closed Transaction has occurred.

4.6 The Broker hereby agrees and authorizes the Developer to remit the Commission payable by cheque or by transfer to the bank account of the Broker as is notified to the Developer in writing. The Developer shall not remit the Commission to any other beneficiary and/or bank account unless directed to do so by the Broker in writing. Once the commission is paid to the Broker and/or its representative, the Developer shall be discharged from his obligation and immediate receipt should be issued by the Broker.

5. AUTHORIZATION

5.1 The Broker agrees and acknowledges that:

- a. It shall have no express or Implied authority to bind, or act on behalf of, or represent the Developer in any manner; and
- b. It has no authority nor right to receive any payment for or on behalf of the Developer.

5.2 Nothing in this Agreement shall create or be deemed to create a partnership or relationship of any kind between the parties other than as provided for within this agreement.

5.3 The Broker hereby acknowledges that this Agreement does not purport to grant in favor of the Broker any rights in the Units or in the Project.

5.4 The Broker agrees and acknowledges that it will not act as the Developer's representative or agent in any matters other than those expressly authorized by the Developer in accordance with this Agreement.

Developer Initials

Broker Initials



5.5 The Broker shall not be authorized to modify any of the terms and conditions of any of the Developer's documents or instructions, including the terms and conditions of any sale and purchase agreement for a Unit.

6. INDEMNIFICATION & LIABILITIES

6.1 In the performance of its obligations under this Agreement, neither the Developer or any of its group companies shall be liable to the Broker or to any third party for any actions, statements, omissions, promises, representations or any other act of the Developer or any of its group companies, or any of their respective directors, officers, employees, agents or representatives, except only to the extent such liabilities, losses, damages, claims, costs and expenses directly arise out of or are caused by a breach of this Agreement.

6.2 The Broker unconditionally agrees to defend, indemnify and hold harmless the Developer its officers and employees from and against any and all claims, damages, losses, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and outside legal fees arising from disputes, litigation and arbitration of every nature or liability of any kind or nature) and/or expenses arising out of or in connection with any act or omission by the Broker, including any breach of this Agreement or which arises from the Developer placing reliance on the representations and undertaking provided by the Broker in this Agreement.

6.3 The Broker hereby agrees and accepts that the Developer and its group companies shall in no circumstances be liable to the Broker or to a third party for any actions, statements, omissions, promises, representations or any other act of the Broker regarding the Projects and the Units or any other matter relate to this Agreement.

Developer Initials

Broker Initials



7. INTELLECTUAL PROPERTY

- 7.1 The Broker agrees and understands that the intellectual and industrial property rights owned by the Developer or its group companies in any way whatsoever, whether or not copyrightable or patentable, including without limitation: all designs, names, trademarks, logos, models, images, characters, symbols (all together the "Intellectual Property") are the sole exclusive property of the Developer or its group companies.
- 7.2 The Broker is expressly prohibited from using or associating itself with any of the Intellectual Property for any purpose whatsoever, including without limitation, using any of the Intellectual Property in any publicity or in any publicly accessible manner unless the Developer expressly authorizes the Broker in writing to do so.
- 7.3 The Broker shall not engage in any activity that could adversely affect, jeopardize or diminish the validity and goodwill of the Intellectual Property or of the Developer's image and reputation.

8. CONFIDENTIALITY

- 8.1 The Broker shall at all times maintain, and ensure that its employees, directors, agents and affiliates, maintain the confidentiality of any information shared between the Parties in relation to, or pursuant to, this Agreement including, but not limited to, any information, documents and/or details related to the Project, the Units, any Prospective Buyer or in relation to the Developer's business and activities (the "**Confidential Information**").
- 8.2 The Broker agrees that the Confidential Information is confidential and propriety to the Developer and it will not use the Confidential Information except to the extent necessary for the Broker to fulfil its obligations under this Agreement.

Developer Initials

Broker Initials



9. TERM AND TERMINATION

9.1 This Agreement will become effective on the Effective Date and remain in force for a period of twelve (12) consecutive months (1) year and shall be automatically renewed with the consent written approval by Parties.

9.2 The Developer may terminate this Agreement with or without cause by giving the Broker not less than seven (7) days written notice.

10. EFFECT OF TERMINATION

10.1 Upon termination of this Agreement for any reason:

- A. The Broker shall cease to refer Prospective Buyers to the Developer and shall cease promoting, marketing, advertising, representing or using any promotional material in relation to the Projects and the Units.
- B. The Broker shall immediately return to the Developer all information, promotional materials or other documents relating to the Projects and the Units.
- C. The Broker shall have no claim or recourse against the Developer for any compensation, loss of agency rights, loss of goodwill or any other loss realized or otherwise due to any termination; and
- D. Other than as expressly provided for in this Agreement, neither Party shall have any further obligation to the other Party under this Agreement.

10.2 Termination of this Agreement shall be without prejudice to any rights that shall have accrued to the benefit of a Party prior to such termination or expiration.

10.3 Each Party's obligations under Clauses 6, 7, 8, 10, 11 and 12 will survive the termination of this Agreement.

11. MISCELLANEOUS

11.1 **Entire Understanding:** This Agreement sets forth the entire understanding between the Parties and supersedes any prior written or verbal understanding or contract which may have been concluded between them.

Developer Initials

Broker Initials



- 11.2 **Amendments:** This Agreement may not be released, discharged, abandoned, nor modified other than in writing signed by a duly authorized representative of each of the Parties hereto.
- 11.3 **Assignment:** The Broker may not assign, transfer or delegate this Agreement or part or all its rights or obligations under this Agreement to any other person or entity.
- 11.4 **No Waiver:** The failure of any Party at any time to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way to affect the validity of this Agreement or any part thereof or the right of any Party to thereafter enforce each and every part of such provision
- 11.5 **Notices:** Any notices or other information required or authorized by this Agreement shall be given either by hand or sent to the other Party by post or email at the addresses stated herein or as otherwise notified in writing by one Party to the other from time to time.
- 11.6 **Contact Details:** If there is a change to any of the Broker's contact details, name, bank details, authorized signatories in case of company or any other change in the Broker's circumstances or contact details then the Broker undertakes to inform the Developer as soon as possible in writing.
- 11.7 **Interpretation:** The headings used in this Agreement are inserted for ease of reference only and shall have no effect in the construction or interpretation of this Agreement. Concerning the words used in this Agreement, the singular form shall include the plural form, the masculine gender shall include the feminine or neuter gender, and vice versa, as the context requires

Developer Initials

Broker Initials



12. GOVERNING LAW, JURISDICTION & DISPUTES

12.1 The Agreement shall be governed by and subject to the laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates and the courts of the United Arab Emirates shall have exclusive jurisdiction to adjudicate upon any disputes or claims arising from or in connection with this Agreement.

IN WITNESS WHEREOF, this Agreement is signed in duplicated below by the duly authorized representatives of the parties.

Developer

Main Realty Real Estate

Brokerage

Nevin Albarhou

Sales Director

Developer Initials

Broker Initials