



## **BROKER AGENCY AGREEMENT**

This Broker Agency Agreement (hereinafter referred to as "the Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ by and between:

Developer

Company Name: STAMN REAL ESTATE DEVELOPMENT L.L.C (hereinafter referred to as "STAMN" )

Office Address: Court Tower 1101/1105/1106 Business Bay Dubai UAE

License No: 1361067

P.O.Box.No: -

Email: info@StamnDevelopment.com

Agent

Company Name: \_\_\_\_\_

Office Address: \_\_\_\_\_

License No: \_\_\_\_\_

P.O.Box.No: \_\_\_\_\_

Email: \_\_\_\_\_

### 1. Preamble

1.1 The Parties agree to cooperate under the terms and conditions of this Agreement.

1.2 All appendices to this Agreement shall be deemed to form an integral part of this Agreement and have the same force and effect.

### 2. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- "Agreement": Refers to this Broker Agency Agreement and all its appendices.

- "Developer": Refers to STAMN Real Estate Development L.L.C, its affiliates, subsidiaries, and/or any joint ventures involving STAMN for the development and/or sale of properties located in the UAE.

- "Agent": Refers to \_\_\_\_\_ and its, as well as any other agents it may appoint, acting as a non-exclusive agent in this instance.



### 3. Terms of Cooperation

3.1 The Agent shall promote and sell the Developer's projects as directed by the Developer.

3.2 The Agent shall comply with all applicable laws, regulations, and the Developer's instructions in performing this Agreement.

### 4. Agent's Obligations

4.1 Act solely as an independent sales agent for STAMN, without conducting any rights on behalf of STAMN, its affiliates, or any companies in which STAMN or its affiliates hold joint venture interests (collectively "STAMN").

4.2 Make every effort to promote and sell projects developed by STAMN.

4.3 Ensure that all its representatives obtain all necessary or advisable licenses, registrations, permits, and approvals to facilitate and market the properties and fulfill their obligations under this Agreement.

4.4 Comply with all applicable laws and regulations, act professionally and decently at all times, and adhere to ethical standards and practices when dealing with customers and potential buyers, avoiding any actions that may harm STAMN's brand, image, reputation, and/or commercial interests.

4.5 Submit correctly completed customer registration forms, as provided by STAMN, via email or in person [1] hour before any buyer visits the STAMN site/sales office.

4.6 Ensure that all payments from clients for purchasing/leasing properties are made directly to STAMN. STAMN reserves the right to terminate this Agreement and recover any paid commissions for non-compliance with this Agreement and/or STAMN policies. The Agent shall not collect any payments on behalf of STAMN in any form.

### 5. Developer's Obligations

5.1 Provide the Agent with all necessary sales and promotional materials.

5.2 Pay the Agent commission according to the terms and conditions of this Agreement.

### 6. Commission and Payment

6.1 The Agent shall receive a commission of 5% of the net property price as per the tentative commission



structure of the Developer under this Agreement.

6.2 Commission shall be paid within [30] days after STAMN receives the buyer's purchase price that qualifies for commission settlement, provided the Agent has submitted the invoice and other necessary documents, meeting all payment conditions.

6.3 Commission rates, calculation methods, payment terms, and other conditions shall follow STAMN policies. STAMN may issue different commission rates for special events/projects, applicable to sales/lease of STAMN properties from time to time.

6.4 Any disputes regarding the commission amount payable to the Agent shall be resolved by STAMN's external auditors, whose decision shall be final and binding.

6.5 The Agent shall bear all applicable taxes, including VAT, related to this Agreement.

## 7. Sales Terms and Conditions

STAMN reserves the right to determine the terms and conditions of each property sale, including but not limited to pricing, payment plans, and contract terms, at its sole discretion. The Agent shall promptly communicate with "STAMN" before selling the property to fully understand the terms and conditions of each property sale.

## 8. Advertising and Promotion

8.1 The Agent shall be responsible for its advertising and property promotion. No intellectual property of STAMN (including but not limited to copyrights, logos, trademarks, trade names, etc.) may be used without prior written approval from STAMN.

8.2 The Agent must comply with all instructions from STAMN regarding property promotion and advertising and shall not make any written statements or guarantees about the properties without prior written approval from STAMN.

## 9. Anti-Money Laundering

9.1 The Agent's business operations shall always comply with all applicable laws and regulations, including anti-money laundering and counter-terrorism financing laws, rules, and related regulations (collectively referred to as "AML-CFT Laws").



9.2 The Agent has:

- (a) established and implemented written internal policies, procedures, and controls reasonably designed to prevent money laundering or terrorist financing;
- (b) provided ongoing anti-money laundering training to its employees;
- (c) obtained all transaction-related documents required to be maintained by real estate agents under AML-CFT Laws, including identification documents, receipts, invoices, contracts, and purchase agreements;
- (d) complied with the record-keeping requirements mandated by AML-CFT Laws;
- (e) submitted all applicable mandatory reports to competent authorities as required by AML-CFT Laws.

#### 10. Confidentiality

Both Parties shall keep all information obtained in the course of performing this Agreement confidential, except as required by law or as agreed in writing by both Parties.

#### 11. Assignment

The Agent shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent from the Developer.

#### 12. Indemnity

The Developer shall not be responsible for any acts or omissions by the Agent in the performance of this Agreement. The Agent shall indemnify and hold harmless the Developer, its directors, shareholders, consultants, employees, and agents from any losses, liabilities, costs, claims, actions, and/or demands arising from this Agreement.

#### 13. Notices

13.1 Notices shall be in writing and delivered personally, by prepaid commercial courier, registered mail, or email to the addresses listed at the top of this Agreement (or such other address as either Party may designate by notice in writing to the other Party).

13.2 If delivered personally, the notice shall be deemed received; if sent by commercial courier or registered mail, it shall be deemed received; if sent by email, it shall be deemed received upon the recipient server



generating a return receipt notice or, if no return receipt is generated, when delivered to the recipient server.

#### 14. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates. The courts of Dubai (excluding the DIFC courts) shall have exclusive jurisdiction over all disputes or claims arising from or related to this Agreement.

#### 15. External Agent Policy

This External Agent Policy aims to regulate the behavior of local/international real estate agents in completing sales on behalf of STAMN Real Estate Development L.L.C. It also allows international real estate agents meeting the Developer's management standards to promote and sell the Developer's projects outside the UAE.

#### 16. Qualification Criteria for Local/International Real Estate Agents

16.1 Local real estate agents must be UAE-registered real estate companies or entities with a valid trade license for real estate business activities.

16.1.1 Dubai real estate agents must be registered with the Dubai Land Department and hold a registration certificate (RERA certification). Representatives of entities cooperating with STAMN Real Estate Development L.L.C must hold a valid RERA agent card.

16.1.2 Local real estate agents registered in other Emirates must have real estate activities specified in their trade licenses.

16.2 International real estate agents must be companies or entities with a trade license or equivalent registration related to real estate business activities.

16.2.1 If international real estate agents have multiple offices, they must designate a main office and appoint a representative to liaise with the Developer.

16.3 Re-registration of blacklisted/terminated real estate agents requires management approval.

#### 17. Agency Agreement with the Developer



17.1 The Developer's Sales Operations Department shall review the real estate agent applications. If an agent's application is approved, the entity shall sign an agency agreement with the Developer.

17.2 This Agreement shall be effective from the date of the latest signature for a period of twelve (12) months and shall automatically renew for similar terms unless either Party provides the other with 30 days' prior written notice of non-renewal, without the need for a court order or legal proceedings, and without any compensation.

## 18. Circumstances Affecting Commission

### 18.1 Transfers

Secondary transfers are not commissionable.

### 18.2 Resales

Resales of properties are not commissionable.

## 19. Documentation Requirements

To qualify for any commission payment, all the following documentation standards must be met:

### 19.1 Agent/Third Party Client Representative

19.1.1 If the Agent or third party represents the client in a legal capacity, they must provide a notarized Power of Attorney (POA) agreement, legalized by the relevant authorities, whether executed within the UAE or internationally. The POA document must be provided by the client, granting the representative the authority to execute the property sale.

19.1.2 If the POA agreement is issued outside the UAE, the document must be notarized by a notary public in the issuing country, certified by the UAE embassy in the relevant region/country, and authenticated by the UAE Ministry of Foreign Affairs.

19.1.3 The POA agreement must be currently valid. Additionally, both the representative and the client must provide valid passport copies, the POA document, and any relevant supporting documents before the property purchase date.

19.1.4 On the property purchase date, the Agent/third party must accompany the client to the Developer's sales center and witness the property sale transaction by signing the property reservation agreement. Please note that this procedure must be completed at the time of purchase, not later.

## 20. Customer Registration

If an Agent selection is not specified during all initiation registrations, the Agent will not be eligible for commission. Agents must notify their clients to ensure their interests.

## 21. Validity of Licenses

21.1 The following documents must be valid on the sales transaction date:

- UAE trade license and RERA office registration number (ORN) certificate (for agents in Dubai).
- For international brokers and brokers from other Emirates, a trade license or equivalent document.

Registered brokers must provide the Developer with updated copies of the trade license and RERA ORN certificate (for local agents) before their expiration. The updated documents must be timely renewed and submitted.

Please note: If an agency's documents are expired at the time of the sale, the Developer reserves the right to withhold the commission until updated documents are provided.

## 22. Commission Payment Policy

22.1 Commission is paid within 30 days after successfully clearing the 1st and 2nd payments (payments of the net property price), constituting the full payment.

- 1st Payment: Deposit + 4% DLD fee + Oqood registration fee + any applicable DLD fees and other charges.

- 2nd Payment: Reaching 20% (of the net property price).

22.2 Additionally: Signed SPA (Sales and Purchase Agreement) by Client and Developer and receipt of all necessary documents.

Note: The above commission payment method may be subject to change based on management's decision.

22.3 The Agent has no right to claim any other fees from the Developer except for the commission.

## 23. Breach of the Agreement

23.1 If the Agent breaches any terms of this Agreement, the Developer has the right to either notify the Agent to rectify within a specified period or terminate this Agreement. The Developer's choices are not



sequentially bound. Upon termination of this Agreement, the Agent shall not promote or sell properties in the Developer' s name, nor claim any commission from the Developer.

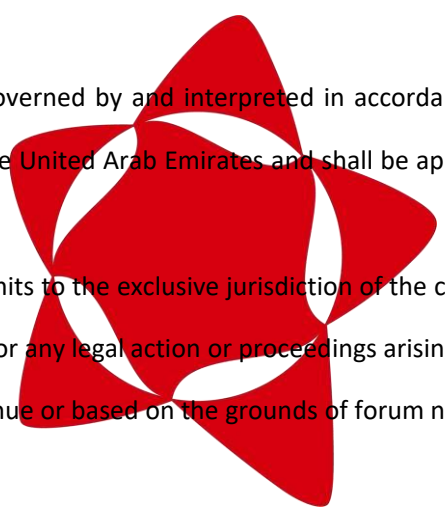
23.2 If the Agent breaches the Agreement and causes losses to the Developer, the Agent shall fully compensate the Developer for the losses, and the Developer has the right to deduct the Agent' s commission as compensation for the losses.

23.3 If the Agent privately collects any funds during the execution of this Agreement, the Developer has the right to terminate this Agreement. The Agent shall immediately return all privately collected funds and pay the Developer a penalty equal to twice the amount of the privately collected funds.

#### 24. Law and Jurisdiction

24.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates and shall be applicable by the courts of the Emirate of Dubai.

24.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts of the Emirate of Dubai for the enforcement of this Agreement or any legal action or proceedings arising out of or related to this Agreement and waives any objections to venue or based on the grounds of forum non-conveniens.



This Agreement is executed by the Parties below:

Developer: STAMN REAL ESTATE DEVELOPMENT L.L.C Agent: \_\_\_\_\_

Representative of STAMN:

Representative:

Signature:

Signature:

Stamp:

Stamp:

Date:

Date:

## BROKER REGISTRATION CHECKLIST

BROKER NAME:

| NO. | LIST OF REQUIRED DOCUMENTS |  |
|-----|----------------------------|--|
| 1.  | VALID TRADE LICENSE        |  |
| 2.  | RERA CERTIFICATE           |  |
| 3.  | BROKER CARD                |  |
| 4.  | BROKER REGISTRATION FORM   |  |
| 5.  | VAT CERTIFICATE            |  |
| 6.  | AML REGISTRATION           |  |
| 7.  | BANK ACCOUNT DETAILS       |  |
| 8.  | PASSPORT AND VISA          |  |
| 9.  | EMIRATES ID                |  |