



SUB-AGENCY AGREEMENT

This Sub-Agency Agreement is made effective as of 24/10/2024 by and between:

Ali and Associates Real Estate Brokerage LLC, a company established in Dubai, UAE, holding commercial license number **1085331**, with an address at 16th Floor, Prime Tower, Dubai, UAE, and email address: s.ali@aliandassociates.ae (hereinafter referred to as the “Main Agent”);

and

Al Sayab Real Estate LLC, a company established in Dubai, UAE, holding commercial license number **1129989**, with an address at 902, Al Ameri Tower, Barsha Heights, Tecom, Dubai, UAE, and email address: info@alsayabrealestate.com (hereinafter referred to as the “SubAgent”).

Together the “Parties” and individually a “Party”.

WHEREAS:

1. The Main Agent has been granted exclusive rights by Januss Developers to provide sales and marketing services for certain real estate development projects (the “Minati Homes 1”).
2. The Sub-Agent is experienced and licensed to provide sales and marketing services and is willing to assist the Main Agent in promoting and selling units in the Projects on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Appointment

The Main Agent hereby appoints the Sub-Agent on a nonexclusive basis to promote the Projects and carry out sales and marketing services as reasonably required to solicit new prospective clients (“Clients”) interested in purchasing units in the Projects.

The SubAgent accepts the appointment on the terms and conditions of this Agreement.

2. Term

This Agreement shall commence on the date stated above and continue for a period of twelve (12) months unless terminated in accordance with Clause 5. The Agreement may be extended by mutual agreement for additional twelve (12) month periods.

3. Sub-Agent’s Obligations

The Sub-Agent agrees to use its best efforts to solicit Clients for the Projects. All Clients introduced by the Sub-Agent are subject to the Main Agent’s approval.

The Sub-Agent must obtain the Main Agent’s written approval before initiating any advertising or marketing campaigns related to the Projects.

The Sub-Agent shall adhere strictly to the pricing and terms approved by the Main Agent and shall not offer any warranties or guarantees not expressly authorized by the Main Agent.

The Sub-Agent shall maintain confidentiality regarding all information related to the Projects and the terms of this Agreement.

4. Compensation

The Main Agent shall pay the Sub-Agent a commission of 5% of the sale price of each unit in the Projects sold through the Sub-Agent’s efforts.

The commission shall be paid within sixty (40) days of a Closed Transaction, defined as a transaction where the Main Agent has received its initial commission from the Developer.

5. Termination

Either Party may terminate this Agreement with immediate effect if the other Party commits a material breach and fails to remedy it within fifteen (15) days of notification.

The Main Agent may terminate this Agreement for convenience by giving written notice. Any commission accrued up to the termination date will be paid to the Sub-Agent.

6. Confidentiality

The Sub-Agent shall keep confidential all non-public information provided by the Main Agent and shall not disclose any terms of this Agreement without prior written consent.

7. Indemnity

The Sub-Agent agrees to indemnify and hold the Main Agent harmless from any claims, losses, or damages arising from the Sub-Agent's actions, omissions, or breaches of this Agreement.

8. Limitation of Liability

The liability of the Main Agent under this Agreement shall be limited to direct damages only and shall not exceed the total commission paid to the Sub-Agent during the term of the Agreement.

9. Performance Review

The Main Agent reserves the right to review the Sub-Agent's performance periodically. If the Sub-Agent fails to meet predefined performance criteria, the Main Agent may reduce the scope of the Agreement or terminate it.

10. Right to Commissions on Closed Transactions

The Sub-Agent is entitled to commissions on all transactions that are closed during the term of this Agreement, even if the sale is finalized after the Agreement has expired, provided the Client was introduced by the Sub-Agent during the term.

11. Dispute Resolution and Mediation

Before resorting to litigation, the Parties agree to attempt to resolve disputes through mediation. This provides both parties with a less costly and more amicable means to address grievances.

12. Force Majeure

Neither Party shall be liable for failure to perform any obligations if such failure is due to an unforeseen event beyond their control, such as natural disasters, war, or government regulations.

13. Data Protection and Privacy

Both Parties agree to comply with applicable data protection and privacy laws when handling any personal information related to Clients or potential Clients.

14. Amendments

Any amendments to this Agreement must be made in writing and signed by both Parties. This ensures that any changes to the terms are mutually agreed upon.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable Federal Laws of the UAE.

Any disputes arising from this Agreement shall be resolved amicably. If unresolved within seven (7) days, the matter shall be referred to the exclusive jurisdiction of the Courts of Dubai.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For and on behalf of the Main Agent

Syed Wajahat Ali

Owner, Ali and Associates Real Estate Brokerage LLC

For and on behalf of the Sub-Agent

Imad Hammad Hussein

Owner, Al Sayab Real Estate LLC