BROKER AGREEMENT

This broker agreement N° is entered into on **11/11/2026** by and between:

1. **Pearl One Courtyard LLC**, Commercial License No. 1468699 with its principal office at Off # 108, Al Khubaisi, Land # 128-437, Dubai – UAE, represented herein by Mr Sheikh Hamdan, in his capacity as ("**Company**" or "**Developer**"); and
2. , a company incorporated under the laws of , Commercial License No. with its principal office at , represented herein by , in his capacity as ("**Broker**").

The Company and the Broker are individually referred to as a "**Party**" and collectively as the "**Parties**."

Preamble

A. Whereas the Company develops JPOC - 1 in Dubai located at JVC ("**Project**"); and

B. Whereas, the Company wishes to appoint the Broker on a non-exclusive basis, and the Broker accepts such appointment to market properties of the Project to third parties, subject to the provisions of this Agreement.

Now, therefore, after declaring their legal capacity to enter into this Agreement, the Parties agree as follows:

1. Appointment

1.1 The Company hereby appoints the Broker on a non-exclusive basis to market and promote the properties within the Project to prospective purchasers, and the Broker hereby accepts such appointment, subject to the terms and conditions of this Agreement.

1.2 The Broker shall act as an independent contractor and nothing in this Agreement shall be construed as creating any partnership or joint venture between the Parties.

1.3 The Broker shall have no authority to bind the Company or make any representations on its behalf unless expressly authorized in writing.

1.4 The Company reserves the right to appoint other brokers and to market and sell the properties directly without any obligation to the Broker.

2. Broker's Obligations

2.1 The Broker shall make commercially reasonable efforts to market the Project and introduce prospective purchasers.

2.2 The Broker shall comply with all applicable laws and regulations in the United Arab Emirates, including all applicable registration and licensing requirements.

2.3 The Broker shall not publish, advertise, or market the Project without the prior written approval of the Company.

2.4 The Broker shall ensure that all information provided to prospective purchasers is true, accurate, and not misleading.

3. Representations and Warranties

3.1 The Broker represents and warrants that, at all times during the term of this Agreement:

(a) maintain all required licenses, permits, and certifications necessary to perform its duties under this Agreement, including but not limited to the renewal and maintenance of any applicable professional licenses, such as the RERA license (or its equivalent, as applicable);

(b) it has full legal capacity and authority to enter into this Agreement and perform his obligations hereunder;

(c) it will comply with all applicable laws, regulations, rules, and industry standards, and Company policies,

including but not limited to KYC, anti-money laundering, and data protection requirements;

(d) it will maintain complete, accurate, and up-to-date records of all transactions, commissions, client interactions, and related business activities conducted under this Agreement;

(e) it will maintain records and transaction data for a period of no less than five (5) years as currently required by the Ministry of Economy and Tourism from the date of creation or as otherwise required by applicable law, and it will make them available for inspection or audit by the Company upon request; and

(f) it is not a party to any agreement, arrangement, or obligation that conflicts with the performance of his duties under this Agreement.

4. Commission and Payment

4.1 If the Broker successfully procures a buyer to purchase a property in the Project, the Company shall pay to the Broker a commission equal to 7% of the total purchase price of such property ("**Commission**"), as stipulated in the Sale and Purchase Agreement, within seven (7) business days of the Buyer executing the Sale and Purchase Agreement for the property.

4.2 For the avoidance of doubt, the Broker shall not be entitled to the Commission if:

(a) the sale is not completed due to the buyer's failure to execute the Sale and Purchase Agreement;

(b) the sale is cancelled, terminated, or rescinded for any reason;

(c) the buyer was already introduced to the Property by the Company or another broker prior to the Broker's involvement; or

(d) the Broker has not complied with the terms and obligations set out in this Agreement, including all applicable laws and regulations.

5. Independent Contractor

5.1 The Broker is engaged by the Company solely as an independent contractor. Nothing in this Agreement shall be construed to create an employment, agency, partnership, joint venture, or fiduciary relationship between the Broker and the Company. The Broker shall have no authority to bind, obligate, or represent the Company in any manner except as expressly provided in this Agreement.

5.2 The Broker shall be solely responsible for all contributions, fees, the payment of all taxes, levies, or other statutory contributions arising from their earnings under this Agreement, including but not limited to income tax, VAT, social security contributions, or any other taxes applicable in the UAE or any other jurisdiction in which the Broker is liable. The Company shall have no obligation to withhold or pay any taxes on behalf of the Broker. The Broker agrees to indemnify and hold the Company harmless from any claims, penalties, or legal liabilities resulting from the Broker's failure to comply with their tax obligations. The Broker is not entitled to any benefits, rights, or privileges of the Company's employees, including but not limited to leave, medical insurance, or otherwise.

6. Indemnity

6.1 The Broker shall indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or in connection with:

(a) any breach of this Agreement by the Broker;

(b) any negligent, willful, or unlawful act or omission of the Broker in the performance of this Agreement;

(c) any failure to comply with applicable laws, regulations, including but not limited to KYC, AML, and data protection requirements; and/or

(d) any misrepresentation or breach of the representations and warranties provided by the Broker under this Agreement.

7. Termination

7.1 The Company may terminate this Agreement for convenience by giving the Broker a prior 7-day written notice.

7.2 The Company may also terminate this Agreement in the event the Broker commits a material breach and fails to remedy such breach within 30 days from being notified to do so by the Company.

8. Governing Law and Dispute Resolution

8.1 This Agreement shall be governed and construed according to the laws of the United Arab Emirates, as applicable in the Emirate of Dubai.

8.2 Any dispute or claim arising out of this Agreement including any question regarding its existence, validity, or termination shall be resolved by Dubai Courts.

9. Miscellaneous

9.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a competent authority, the remaining provisions shall continue in full force and effect. The Parties shall, to the extent possible, replace the invalid provision with a valid provision that achieves, as closely as possible, the economic and legal intent of the original provision.

9.2 Neither Party may assign this Agreement without the prior written consent of the other Party.

9.3 All notices shall be in writing and delivered to addresses as follows:

If to the Company
Attention to: Mr. Krishna Prasad
Address: Unit 115, Al Garhoud Business Center, Al Garhoud, Dubai – UAE
Email address: krishna.prasad@muzoon.ae

If to the Broker
Attention to:
Address:
Email address:

9.4 This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations and understandings, whether written or oral.

9.5 The failure or delay of the Company to exercise any right, power, or remedy under this Agreement, or to enforce any provision hereof, shall not constitute a waiver of such right, power, remedy, or provision, nor shall it preclude the Company from exercising the same at any later time. Any waiver of any provision of this Agreement must be in writing and signed by the Company to be effective.

In witness hereof, the Parties have executed this Agreement on the date first written above.

For and on behalf of the Company
Name: Mr. Sheikh Hamdan
Capacity: Chief Executive Officer
Signature: _____

For and on behalf of the Broker
Name:
Capacity:
Signature: _____