

REFERRAL AGREEMENT

This Referral Agreement (the “Agreement”) is entered into January 2025 (the “Effective Date”), by and between BELMOND Real Estate LLC , with an address of The Court Tower, Business bay, Dubai (the “Company”) and with an address of, Italy (the “Affiliate”), collectively “the Parties.”

1.Purpose.

Company is in the business of Real Estate Brokerage. Company is desirous of gaining additional clients/customers for different projects that it is handling within U.A.E. Affiliate is in a position to refer potential clients/customers to Company.

2.Referral Arrangement.

Upon the Effective Date of this Agreement, Affiliate may refer potential clients/customers to Company. Company will pay Affiliate a fee for these referrals on case to case basis.

3.Compensation.

a.The currency used for this Referral agreement shall be solely U.A.E. dirham “AED”

b.Company shall pay Affiliate 50% of the total commission earned for the successful referral, where a successful referral is defined as a referral that becomes a client/customer of Company and complete the purchase of the property that is also provided by the Affiliate according to the Dubai Land Department requirements including the payment of the full purchase price to its rightful owner(s) or on a payment plan depending on the property in question as well the payment of the full commission earned + 5% Vat from the buyer or developer as agreed to the Company based only on Affiliate effort.

c.Company shall pay Affiliate within three (3) days after receipt of the full agreed commission fee from the buyer or developer.

4.Term.

This Agreement shall commence upon the Effective Date, as stated above, and will continue until deemed otherwise.

5.Confidentiality.

During the course of this Agreement, it may be necessary for Company to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Affiliate in order for Affiliate to seek out potential referrals. Affiliate will not share any of this proprietary information at any time. Affiliate also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after

termination of the Agreement by its natural termination or the early termination by either party.

6. Termination.

This Agreement may be terminated at any time by either Party upon 15 days written notice to the other party. Upon termination, Company shall pay Affiliate all compensation due and owing for referrals made prior to the date of termination, but not yet paid.

7. Representations and Warranties.

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organisation, or business or any law or governmental regulation.

8. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

9. Disclaimer of Warranties.

Affiliate shall refer potential clients/customers as requested by Company. AFFILIATE DOES NOT REPRESENT OR WARRANT THAT SUCH REFERRALS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. AFFILIATE HAS NO RESPONSIBILITY TO COMPANY IF THE REFERRALS DO NOT LEAD TO COMPANY'S DESIRED RESULT(S).

10. Severability.

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

11. Waiver.

The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

12. Legal Fees.

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

13. Legal and Binding Agreement.

This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.

14. Governing Law and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of Dubai and the federal laws of the United Arab Emirates as applied in Dubai. All disputes between the Parties in relation to or arising from this Agreement shall be referred to the Dubai Courts.

15. Entire Agreement.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“COMPANY”

Signed: _____

By: _____

Date: _____

“AFFILIATE”

Signed: _____

By: _____

Date: _____