

A G H PROPERTIES REFERRAL PROGRAMME AGREEMENT

Universal Template – Individual or Corporate Referrer

This Referral Programme Agreement (the "Agreement") is made on ____ / ____ / 20____ (the "Effective Date") between:

(1) **A G H PROPERTIES L.L.C.**, a real-estate company licensed in Dubai, United Arab Emirates, under Commercial Licence No. **1260054** and ORN **38903**, with its office in Dubai, UAE ("A G H"); and

(2) _____, an individual / a company, passport no. _____, of address _____, validated email _____, and validated mobile _____ (the "Referrer").

A G H and the Referrer are each a "Party" and together the "Parties".

Referral No.: to be assigned on registration | Contract No.: to be assigned on registration | Envelope/Transaction ID: to be assigned at signing | Version: Template v1.0

Description of Service

The A G H Properties Referral Programme is a private introduction programme. It is offered to Referrers who already have qualified, transaction-ready clients and who wish to introduce those clients to A G H for closing. It is not a marketing appointment, a sales agency, a franchise, a distribution arrangement or a licence to represent A G H in any capacity.

What A G H provides. Once A G H accepts a Qualified Lead, A G H's authorised and licensed team manages the professional real estate process, including project and property presentation, developer coordination, confirmation of availability and pricing, negotiation, reservation, documentation and transaction management, together with the registration, KYC/AML and compliance procedures applying to that transaction. Where a Qualifying Transaction results, A G H shares the Net Collected Commission with the Referrer on the 50/50 basis set out in clause 3.

What A G H does not provide. A G H does not act as a lead-generation, lead-sourcing, lead-qualification, marketing, advertising or client-development service on behalf of the Referrer, and does not undertake to qualify, develop, nurture or convert contacts supplied by the Referrer. Qualifying the client is the Referrer's part of the programme. A name, telephone number, email address, social-media contact, database entry, general enquiry, valuation request, speculative seller or person expressing only a general interest in UAE property is not a Qualified Lead and creates no entitlement of any kind.

What a Qualified Lead means. For primary-market referrals, the prospective client must, at the time of introduction, have a genuine intention to purchase real estate in the United Arab Emirates, a defined project or property requirement, a realistic and confirmed budget, the financial ability to proceed, a reasonable understanding of the financial commitment involved, and genuine readiness to move forward with a transaction. Secondary-market referrals are considered by A G H case by case on the basis set out in clause 2.3.

What the Referrer is not. Participation in the programme does not appoint the Referrer as an employee, broker, agent, property consultant, representative, marketing agent, partner or authorised salesperson of A G H, and confers no right to use the A G H name, brand, logo, listings, marketing materials or other intellectual property, whether in advertising, social media, websites, domain names, usernames, promotional materials, email campaigns, messaging groups or any other commercial communication. The Referrer's role is limited to making private introductions of Qualified Leads.

This description is a summary of the programme provided for clarity. The Parties' rights and obligations are governed by the clauses that follow, which prevail over this description in the event of any inconsistency.

A G H initials: _____

Referrer's initials: _____

1. Purpose and Nature of Relationship

1.1 The Referral Programme is intended primarily for primary-market / off-plan property transactions. The Referrer may privately introduce prospective purchasers or investors to A G H. A G H may, in its discretion, accept, reject, reassign or cease pursuing any introduction. Secondary-market introductions may be accepted by A G H on a case-by-case basis.

1.2 The Referrer acts solely as an independent private introducer. Unless separately licensed and expressly authorised in writing by A G H, the Referrer shall only make private introductions and shall not advertise or market property, solicit or negotiate transactions, conduct viewings, advise on price or investment, collect money or transaction documents, represent A G H or a developer, use regulated titles, or perform any activity requiring a real-estate brokerage, agency or other professional licence.

1.3 Nothing in this Agreement creates employment, partnership, joint venture, fiduciary relationship, brokerage, commercial agency or general agency. The Referrer is not an employee, broker, property consultant, marketing agent or representative of A G H and has no authority to bind A G H, make representations or promises on its behalf, incur liability in its name, or provide any service on behalf of A G H unless expressly authorised in writing.

1.4 If the Referrer is appropriately licensed, any regulated activity remains subject to applicable law, licence scope and A G H's prior written approval. A G H may require a separate brokerage or co-brokerage agreement.

2. Registration and Eligible Introductions

2.1 Each prospective client must be a genuine Qualified Lead and must be submitted through A G H's designated channel before the Referrer or another person introduces or registers that client with A G H, a developer or seller. For primary-market referrals, the Referrer must reasonably qualify the client regarding the intended project/property requirement, realistic budget, financial ability and readiness to proceed. The submission must contain accurate identifying and contact information and any consent required to share it.

2.2 A G H does not act as a lead-generation or lead-qualification service on behalf of the Referrer. A name, telephone number, email address, social-media contact, database entry or person expressing only general interest does not by itself constitute a Qualified Lead. An introduction is eligible only if A G H confirms it in writing and its records show that the client is not already known to, registered with, actively handled by, or attributable to A G H, a developer, another referrer, broker or source. A G H's contemporaneous records will determine priority, acting reasonably and in good faith.

2.3 For secondary-market referrals, a referred buyer must have a genuine intention, financial ability and readiness to close a purchase. A referred seller must be the owner or legally authorised to act for the owner, have a genuine intention to sell and be ready to proceed with listing and sale. General valuation enquiries, speculative sellers and unqualified buyers do not constitute Qualified Leads. An eligible introduction is transaction-specific unless A G H confirms otherwise.

3. Definitions and 50/50 Commission

3.1 **"Qualifying Transaction"** means a sale arising directly from an eligible introduction for which every condition in clause 4 is satisfied.

3.2 **"Net Collected Commission"** means commission attributable to a Qualifying Transaction that is actually received and irrevocably cleared in A G H's bank account, excluding VAT and similar taxes, third-party broker or channel-partner shares, bank charges, refunds, credits, rebates, reversals, chargebacks, clawbacks and sums that A G H must deduct, withhold, repay or pass to another person by law or the applicable transaction arrangements.

3.3 Subject to this Agreement, the Referrer is entitled to 50% of the Net Collected Commission actually received, cleared and validated by A G H for the Qualifying Transaction, and A G H retains 50%. No entitlement arises from property value, a quoted or accrued commission, a booking, a client payment to a developer, or a commission not actually collected by A G H.

A G H initials: _____

Referrer's initials: _____

3.4 Unless expressly stated otherwise, the Referrer's share is exclusive of VAT. A VAT-registered Referrer must provide a valid tax invoice and comply with applicable tax requirements. A G H may make legally required deductions or withholding and provide available evidence of them.

4. Conditions Precedent to Payment

The Referrer's commission becomes due only after A G H confirms that all applicable conditions below are satisfied:

1. this Agreement and the relevant introduction were validly registered and accepted;
2. the Referrer's KYC/AML file is complete, current and approved, and any required client or transaction due diligence is satisfactorily completed;
3. the developer or seller has accepted and registered the transaction;
4. the buyer has paid to the developer at least **20% of the purchase price**, with cleared funds, unless A G H approves a lower threshold or alternative structure in writing;
5. the applicable property-registration fee has been paid, or is covered by a valid and documented developer waiver, contribution or promotion. For reference only, the standard fee is currently stated as 4% in Dubai and 2% in Abu Dhabi, in each case subject to the rules, valuation basis, charges and changes of the competent authority;
6. all applicable booking, reservation, offer, sale and purchase, disclosure and developer documents have been properly signed and accepted;
7. all payments required at that stage have cleared and are not subject to reversal;
8. A G H has actually received and cleared the corresponding commission;
9. there is no cancellation, refund, dispute, chargeback, clawback, suspected fraud, sanctions issue or unresolved legal, regulatory or compliance hold; and
10. the Referrer has delivered any valid invoice, bank evidence or other payment document reasonably requested by A G H.

A G H may approve an exception only in a written document signed by an authorised representative; an exception for one transaction does not establish a practice.

5. Payment Timing, Account and Clawback

5.1 A G H shall pay an undisputed amount within **three (3) Working Days** after the later of: (i) A G H's receipt and clearance of the relevant commission; and (ii) completion of all compliance, invoice and payment validations. "Working Day" means a day on which banks are generally open for business in Dubai, excluding official public holidays.

5.2 Payment shall be made only to a verified bank account held in the Referrer's legal name. A G H will not ordinarily pay cash, virtual assets, unrelated third parties or an account with an unresolved name mismatch. Bank charges applied to the Referrer's receiving account are for the Referrer.

5.3 A G H may suspend or delay payment while reasonably reviewing or investigating missing, incomplete or inconsistent information, identity or authority concerns, bank-account ownership, sanctions, fraud, regulatory, AML/CFT, tax, banking or transaction concerns. Any compliance hold is administrative and protective in nature and does not constitute a waiver of A G H's rights, an admission that commission is due, or a final adverse determination unless confirmed in writing.

5.4 If A G H pays the Referrer and any part of the underlying commission is later refunded, reversed, reduced or clawed back, the corresponding overpayment is immediately repayable to A G H. A G H may set it off against amounts otherwise payable, to the extent permitted by law.

A G H initials: _____

Referrer's initials: _____

6. Referrer KYC and Supporting Documents

6.1 The Referrer shall provide complete, accurate, valid and legible documents and promptly notify A G H of changes. A G H may request originals, certified copies, translations, refreshes or independent verification.

Individual Referrer	Corporate Referrer
- Valid passport; - Emirates ID and UAE residence/visa evidence, if a UAE resident; - recent acceptable proof of residential address; - bank-issued IBAN/account confirmation in the Referrer's name; - validated email and mobile number; - nationality, residence, date of birth, occupation/business activity and tax information reasonably required; - PEP, sanctions and related declarations; and - source-of-funds/source-of-wealth evidence when requested.	- certificate of incorporation, valid trade licence and constitutional documents; - registered and operating address evidence; - register/details of directors, authorised signatories and ownership structure; - board resolution or authority evidence; - identification and address documents for authorised signatories, controllers and ultimate beneficial owners (UBOs); - bank-issued IBAN/account confirmation in the company's name; - validated corporate email and mobile/contact number; - tax information reasonably required; and - source-of-funds/source-of-wealth and business evidence when requested.

6.2 A G H may refuse onboarding, acceptance of an introduction or payment where identity, authority, beneficial ownership, bank ownership, tax status or other required information cannot be satisfactorily verified or where completion would be inconsistent with applicable law, banking requirements or A G H's risk-based compliance policies.

7. AML/CFT, Sanctions, PEPs and Enhanced Due Diligence

7.1 A G H may conduct risk-based identity, UBO, sanctions, PEP, adverse-media, jurisdiction, source-of-funds, source-of-wealth and transaction screening on the Referrer, referred client, relevant owners/controllers, banks, counterparties and connected persons, in accordance with applicable UAE requirements and A G H policies.

7.2 A connection with a high-risk, monitored or sanctioned jurisdiction—including residence, citizenship, incorporation, operations, bank, payment route, funds or beneficial ownership—may trigger enhanced due diligence ("EDD"). A G H shall use current authoritative and regulatory sources rather than a fixed country list in this Agreement.

7.3 EDD may include additional identity/address evidence, ownership verification, bank statements, business or employment evidence, transaction-purpose explanations, source-of-funds and source-of-wealth evidence, independent checks, ongoing monitoring and senior management/compliance approval.

7.4 A G H may reject, delay, suspend, block or terminate an introduction or payment where required by law, requested by a competent authority or financial institution, or reasonably considered necessary under A G H's risk-based compliance procedures. A G H is not required to disclose confidential screening methods, legally restricted information, internal risk assessments or whether any regulatory report has been made. Nothing in this Agreement requires A G H to process, complete or facilitate any payment or transaction that A G H reasonably considers unlawful, prohibited, restricted or inconsistent with applicable compliance obligations.

8. Referrer Conduct, Customer Care and Good Faith

8.1 The Referrer shall act honestly, professionally and in good faith; provide accurate information; obtain consent before sharing personal data; avoid misleading statements, pressure or harassment; and promptly refer substantive property, legal, tax, finance and transaction questions to A G H or an appropriately qualified adviser.

A G H initials: _____

Referrer's initials: _____

8.2 The Referrer shall not collect, accept, receive, hold, transfer, process, redirect or facilitate client funds, booking amounts, reservation fees, deposits, down payments, instalments, purchase monies, commission, gifts or secret benefits connected with an introduction. A G H will not accept cash or property-purchase funds from a Referrer or through a Referrer on behalf of a referred client. All property-transaction payments must be made directly by the client to the relevant developer, seller or other officially designated transaction account in accordance with official transaction documents and payment instructions.

8.3 The only exception is where A G H directly provides a separate legitimate service to the Referrer or another service beneficiary. Such service must be supported by an official A G H invoice, and payment must be made only by bank transfer directly to the official bank account of A G H PROPERTIES L.L.C. stated on that invoice. No such payment may be made in cash or to an employee, Referrer, agent, third party or personal bank account.

8.4 The Referrer shall not use the name A G H PROPERTIES L.L.C., AGH Properties, A G H, any A G H logo, listing, marketing material, trademark, brand identity or intellectual property in any form except for a specific use expressly approved by A G H in writing. Any approval is limited to the form, content, platform, purpose and duration expressly approved and does not constitute general permission.

8.5 Without specific prior written approval, the Referrer must not create or publish advertising, websites, landing pages, social-media accounts, usernames, domain names, promotional materials, email campaigns or messaging groups using or implying association with A G H; present themselves as an A G H employee, broker, property consultant, agent or representative; negotiate prices, commissions, incentives or payment plans; make guarantees or investment representations; issue quotations or commitments; sign documents; or otherwise create legal, financial or contractual obligations for A G H.

8.6 Any unauthorised use of the A G H name, brand, identity, materials or intellectual property, or any unauthorised representation or handling of client funds, is a material breach. A G H may immediately suspend or terminate this Agreement and the Referrer's participation, require immediate removal or cessation of the conduct, suspend affected referrals or commission payments, and take legal, regulatory or compliance action as required or permitted by applicable law. A G H reserves its rights to protect its name, reputation, clients, business and intellectual property.

9. Confidentiality and Data Protection

9.1 Each Party shall keep confidential non-public business, client, commercial, commission and compliance information received from the other and use it only for this Agreement. Disclosure is permitted to professional advisers, banks, developers, counterparties or authorities with a legitimate need, subject to applicable law and appropriate confidentiality.

9.2 The Referrer warrants that personal data supplied to A G H was collected and shared lawfully, fairly and transparently with all necessary notices or consent. Each Party shall apply appropriate safeguards and comply with applicable data-protection law.

9.3 These obligations survive termination; legally required records may be retained for the applicable period.

10. Non-Circumvention

During this Agreement and for twelve (12) months after the relevant accepted introduction, neither Party shall knowingly circumvent the other solely to avoid a fee properly due under this Agreement. This clause does not restrict A G H's pre-existing relationships, direct inbound clients, regulatory duties, rejection or reassignment of an introduction, or dealings not arising directly from an accepted introduction.

11. Representations, Compliance and Indemnity

11.1 The Referrer represents that it has capacity and authority to enter this Agreement; its information is accurate; it will comply with applicable law; it is not relying on a guaranteed transaction or payment; and it will not perform unlicensed regulated activity.

A G H initials: _____

Referrer's initials: _____

11.2 The Referrer shall indemnify A G H against direct losses, claims, penalties and reasonable costs arising from the Referrer's fraud, wilful misconduct, material breach, unlicensed activity, unlawful marketing, data misuse or unauthorised representation, except to the extent caused by A G H.

12. Term and Termination

12.1 This Agreement begins on the Effective Date and continues for an initial term of twelve (12) months. It renews automatically for successive further terms of twelve (12) months each, on the same terms, unless: (a) either Party gives the other written notice of non-renewal at least thirty (30) days before the end of the then-current term; (b) the Agreement is terminated earlier under this clause 12; or (c) any of the Referrer's Schedule 1 details have changed and the change has not been notified to A G H, in which case renewal takes effect only once the updated details have been supplied and A G H has completed any refreshed KYC, AML/CFT and sanctions screening it reasonably requires. Notice of non-renewal is given in the manner set out in clause 13 and does not require a reason. Renewal does not extend, revive or create any entitlement in respect of an introduction that has already lapsed.

12.2 Either Party may also terminate this Agreement without cause at any time during a term by giving the other Party at least thirty (30) days' prior written notice sent to the registered and validated email address stated in Schedule 1 or subsequently notified in writing. The notice period begins on the next Working Day after successful delivery, provided the sender has not received a delivery-failure notice.

12.3 Subject to clauses 12.4 and 12.5, termination shall not prejudice a pending or accrued entitlement relating to an eligible introduction or Qualifying Transaction accepted before the effective termination date. Any such pending transaction and any commission arising from it shall continue to be processed strictly in accordance with this Agreement, including all KYC/AML, compliance, collection, validation, payment and clawback conditions.

12.4 Notwithstanding the thirty (30) day notice requirement, A G H may immediately suspend or terminate this Agreement, any introduction, transaction processing or commission payment where the Referrer, a referred client or a connected person becomes subject to, is alleged to be involved in, or reasonably presents a risk of legal, regulatory, sanctions, AML/CFT, fraud, criminal, civil, banking, reputational or compliance issues that may expose A G H, its licence, banking relationships, employees, clients or counterparties to legal, regulatory, financial or reputational risk. A G H may withhold or suspend any affected payment while the matter is reviewed and shall not be required to make a payment that is unlawful, prohibited, blocked or reasonably subject to a compliance restriction.

12.5 Completion of KYC, AML or other due diligence at onboarding or at any earlier stage is not a guarantee that a transaction, bank transfer or commission payment will later be accepted or completed. A G H has no control over, and shall not be liable for, a bank, correspondent bank, payment-service provider, developer, authority or other third party rejecting, delaying, freezing, returning or requesting further information in relation to a transfer or payment. If any legal, regulatory, sanctions, banking, fraud or compliance issue concerning the Referrer, referred client, source of funds, beneficial owner or connected person arises after an earlier KYC approval, A G H may conduct renewed or enhanced due diligence and may delay, suspend, reject or terminate the affected transaction or payment as reasonably required or permitted by applicable law and A G H's compliance obligations.

13. Notices

Notices under this Agreement, including a notice of termination, shall be sent in writing to the registered and validated email address stated in Schedule 1 or to any replacement email address subsequently notified and validated in writing. A G H's contact details are: Dubai, UAE; telephone +971 4 548 3333; email Info@aghproperties.com; website www.aghproperties.com. Email notice is deemed received on the next Working Day after transmission unless the sender receives a delivery-failure notice or has actual knowledge that delivery failed.

14. General

14.1 This Agreement and any written transaction confirmation form the entire agreement on its subject and supersede earlier discussions. An amendment or waiver must be in writing and signed by authorised representatives.

A G H initials: _____

Referrer's initials: _____

14.2 The Referrer may not assign or subcontract rights or duties without A G H's prior written consent. A G H may assign this Agreement to an affiliate or successor upon written notice.

14.3 If a provision is invalid or unenforceable, it shall be limited or severed to the minimum extent necessary; the remainder continues. Delay in exercising a right is not a waiver.

14.4 This Agreement may be signed in counterparts and by electronic signature. If translated, the English version prevails unless mandatory law requires otherwise.

14.5 Each Party consents to execution through an electronic-signature platform and agrees that a signature applied after identity/contact verification is intended to authenticate and bind that Party to the same extent as a handwritten signature, subject to applicable law. The platform-generated completion certificate, audit log, envelope or transaction identifier, verified email/mobile, signing time, time zone, IP address and authentication events may be retained with this Agreement as evidence of execution. The authoritative signature time is the timestamp generated by the signing platform; both Gulf Standard Time (GST, UTC+4) and Coordinated Universal Time (UTC) should be recorded. No person may type or apply another person's signature without valid authority.

14.6 A G H is bound by this Agreement only where it is signed by Hamzeh Al Hussein (hamzeh@aghproperties.com), who is A G H's sole authorised signatory for the Referral Programme. No other employee, agent or representative of A G H has authority to sign this Agreement, to vary it, or to approve any exception under it, and no such signature or approval binds A G H unless confirmed in writing by the authorised signatory.

15. Governing Law and Jurisdiction

This Agreement and any non-contractual obligations arising from it are governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. The courts of Dubai shall have exclusive jurisdiction, subject to any mandatory jurisdictional rule.

SCHEDULE 1 - REFERRER DETAILS AND DECLARATIONS

Referrer type	☐ Individual ☐ Company
Full legal name	_____
Passport / Emirates ID / licence no.	_____
Nationality / incorporation jurisdiction	_____
Date of birth / incorporation	_____
Residential / registered address	_____
Validated email	_____
Validated mobile	_____
Bank name and IBAN	_____
Authorised signatory (company)	_____
UBO(s) (company)	_____
Developer name (optional)	_____
Unit type (optional)	_____

Declarations

- ☒ I/we confirm that, to the best of my/our knowledge, the information and documents supplied are complete, accurate and not misleading.
- ☒ I/we will notify A G H promptly of any material change to identity, contact, bank, tax, sanctions, PEP, licence or authority information.
- ☒ I/we consent to lawful identity, sanctions, PEP, adverse-media, jurisdiction, tax and bank-account verification, including ongoing monitoring where required or reasonably appropriate.
- ☒ I/we are not performing regulated brokerage, agency, advisory or marketing activity unless duly licensed and separately authorised in writing.
- ☒ PEP status: No. Sanctions, adverse-media or high-risk connections disclosed: No, based on information provided

A G H initials: _____

Referrer's initials: _____

by the Referrer as at the Effective Date.

☒ I/we acknowledge that I/we have no authority to represent A G H, use its name/brand except as specifically approved in writing, or collect, handle, redirect or facilitate client, transaction or purchase funds.

SCHEDULE 2 - INTRODUCTION / TRANSACTION RECORD TO BE PROVIDED LATER

Schedule 2 is intentionally left pending at signing. The Introduction / Transaction Record will be completed and agreed separately for each referred client or transaction when the Referrer starts business activity and submits a specific introduction accepted by A G H. No commission entitlement arises from Schedule 2 until the relevant transaction-specific information is completed, accepted by A G H, and all conditions of this Agreement are satisfied. Referred client legal name	To be provided later when business starts
Client email/mobile	To be provided later when business starts
Date/time and channel submitted	To be provided later when business starts
Project/developer/property	To be provided later when business starts
A G H acceptance reference/date	To be provided later when business starts
Purchase price	To be provided later when business starts
20% threshold or written exception	To be provided later when business starts
Registration fee/waiver evidence	To be provided later when business starts
Gross commission received by A G H	To be provided later when business starts
Permitted exclusions/deductions	To be provided later when business starts
Net Collected Commission	To be provided later when business starts
Referrer's 50% share	To be provided later when business starts
Compliance/payment validation date	To be provided later when business starts

SIGNATURES

For A G H PROPERTIES L.L.C [SIGN HERE]	Referrer [SIGN HERE]
Name: Hamzeh Al Hussein Title: Co-Founder — sole authorised signatory Date and time:	Name: _____ Title (if applicable): the Referrer Date and time: ____ / ____ / 20____

A G H initials: _____

Referrer's initials: _____

Electronic signing and timestamp details will be recorded automatically in the signing platform's completion certificate.

Template note: This document is a commercial template and should be reviewed by UAE-qualified legal counsel and A G H's compliance officer before issue, including confirmation that Commercial Licence No. 1260054 and RERA registration/ORN 38903 remain current on the issue date, tax treatment, current registration-fee rules, regulatory terminology, data-protection notices, internal AML/CFT procedures and the selected electronic-signature platform configuration.

AGH Properties
DRAFT — REVIEW COPY
NOT FOR EXECUTION

A G H initials: _____

Referrer's initials: _____