

SANDJAR GROUP | ATLAS PLATFORM

DOCUMENT No. 11

Non-Disclosure, Confidentiality & IP Assignment Agreement

For ATLAS Independent Contractors & Consultants

Issued by:	Atlas Overseas FZE
Document Version:	v1.0 — May 2026
Jurisdiction:	UAE (Dubai Courts / DIAC) UAE Federal Law No. 38 of 2021 UAE Federal Decree-Law No. 45 of 2021
Classification:	Confidential & Proprietary
Prepared by:	SANDJAR GROUP, International Business Consortium, Dubai, UAE
Legal Basis:	ATLAS Project Comprehensive Legal & Operational Knowledge Base, v1.0, May 2026

I. EXECUTIVE SUMMARY & LEGAL POSITION

Core Legal Commitment

This Agreement governs the confidentiality obligations of all independent contractors, consultants, and service providers engaged by Atlas Overseas FZE ('Contractors'). Unlike employees, Contractors are independent legal persons who must explicitly assign to the Company all intellectual property rights arising from contracted work. This Agreement is calibrated to the contractor relationship: stronger IP transfer provisions, explicit data-handling obligations, audit rights, and a longer post-engagement protection period of three (3) years apply. The Company's IP-Share structure — based on registered intellectual property rights and not financial instruments — must be protected from any contractor disclosure that could compromise the IP Portfolio's legal integrity or commercial value.

This Non-Disclosure, Confidentiality, and Intellectual Property Assignment Agreement ('Agreement') is entered into between Atlas Overseas FZE ('Company') and the independent contractor, consultant, or service provider named in the signature block ('Contractor') as a condition of engagement. The Agreement is governed by UAE Federal Law No. 38 of 2021 on Copyright and Neighboring Rights, UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection, UAE Federal Law No. 18 of 1993 on Commercial Transactions, and applicable UAE civil law.

II. PARTIES AND RELATIONSHIP

Element	Detail
Company (Disclosing Party)	Atlas Overseas FZE, a free-zone establishment incorporated in the United Arab Emirates, operating the ATLAS digital real-estate transaction platform and holding the registered ATLAS IP Portfolio under certificates EC-01-004737 and EC-01-004756 through EC-01-004763.
Contractor (Receiving Party)	The natural person, sole trader, or legal entity named in the signature block, engaged by the Company as an independent contractor, consultant, or service provider under a separate service or consultancy agreement ('Contractor').
Relationship Clarification	The Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of the Company. Nothing in this Agreement creates an employment relationship. The Contractor is solely responsible for all tax, social insurance, and professional obligations arising from the Contractor's own activities.
Effective Date	The effective date of the service or consultancy agreement between the parties, or the date of signature of this Agreement, whichever is earlier.
Governing Framework	UAE Federal Law No. 38 of 2021 (Copyright); UAE Federal Decree-Law No. 45 of 2021 (Personal Data Protection); UAE Federal Law No. 18 of 1993 (Commercial Transactions); ATLAS Legal Knowledge Base v1.0, May 2026.

III. DEFINITIONS

Defined Term	Definition
"Confidential Information"	All non-public information, data, materials, and knowledge disclosed by the Company to the Contractor in connection with the engagement, including: (i) the ATLAS IP Portfolio and all registered works; (ii) platform source code, algorithms, and technical architecture; (iii) financial model, revenue projections, and fee structures; (iv) IP-Share issuance terms, valuation reports, and royalty allocation mechanics; (v) client data, AML/KYC records, and transaction histories; (vi) business strategies, investor terms, and partnership negotiations; (vii) the ATLAS Legal Knowledge Base and all derivative legal documents.
"ATLAS IP Portfolio"	The nine registered intellectual property works held by Atlas Overseas FZE: (1) ATLAS.IO Brand Name, Logo & Domain; (2) Integrated Digital ATLAS Platform; (3) Transactional Platform for Verified Real Estate Users; (4) Architecture-Based Real-Time Analytics; (5) Predictive Payment Architecture; (6) Targeted Global Geography Engine; (7) Atlas Marketing Engine; (8) Data-Driven Monetization System; (9) AI-Augmented Atlas System for Global Investments Management.
"IP-Shares"	Documented fractional intellectual-property entitlements linked to the ATLAS IP Portfolio, representing rights of use, licensing, sublicensing, transfer, and royalty allocation. IP-Shares are objects of intellectual property and contract law. They are not securities, financial instruments, virtual assets, or equity interests.
"Deliverables"	All work product, output, code, analysis, documentation, designs, processes, or other materials created, developed, or contributed by the Contractor in the performance of contracted services.
"Trade Secret"	Confidential Information that derives independent economic value from not being generally known, including platform architecture, AI models, IP-Share pricing models, and proprietary analytical methodologies.
"Personal Data"	Any information relating to an identified or identifiable natural person processed in connection with the ATLAS Platform under UAE Federal Decree-Law No. 45 of 2021.
"Post-Engagement Period"	Three (3) years following the effective date of termination or completion of the engagement for all Confidential Information. Trade Secrets are protected indefinitely.

IV. CONFIDENTIALITY OBLIGATIONS

4.1 Core Obligations

During the engagement and throughout the Post-Engagement Period, the Contractor shall:

- Maintain strict confidentiality of all Confidential Information using the same degree of care as applied to the Contractor's own most sensitive proprietary information, and in no event less than a reasonable standard of care;
- Not disclose, publish, or make available any Confidential Information to any third party without the prior written consent of the Company's authorised representative;

- Use Confidential Information exclusively for the performance of contracted services and for no other purpose;
- Not store, copy, or reproduce Confidential Information outside of Company-approved systems and environments;
- Immediately notify the Company in writing upon becoming aware of any actual or suspected unauthorised disclosure or use of Confidential Information;
- Upon termination of the engagement or upon the Company's written request, promptly return or permanently destroy all materials containing Confidential Information and certify in writing that such return or destruction has been completed.

4.2 Permitted Disclosures

The obligations in Clause 4.1 shall not apply to information that the Contractor can demonstrate by clear written evidence: (i) was in the public domain at the time of disclosure through no breach of this Agreement; (ii) was already known to the Contractor prior to disclosure and not subject to any confidentiality obligation; (iii) was independently developed by the Contractor without reference to Confidential Information; or (iv) is required to be disclosed by UAE law or competent court order — provided the Contractor gives maximum practicable advance written notice to the Company to enable the Company to seek a protective order.

4.3 Subcontractor and Third-Party Restrictions

The Contractor shall not engage any subcontractor, sub-consultant, or third party to perform any portion of the contracted services that involves access to Confidential Information without the Company's prior written consent. Where such consent is granted, the Contractor shall ensure that all subcontractors execute confidentiality agreements that are at least as protective as this Agreement before any Confidential Information is disclosed.

V. INTELLECTUAL PROPERTY ASSIGNMENT

5.1 Assignment of Deliverables

The Contractor hereby irrevocably assigns, transfers, and conveys to Atlas Overseas FZE all rights, title, and interest — including all intellectual property rights worldwide — in and to all Deliverables created, developed, or contributed in the performance of contracted services. This assignment is effective upon creation and does not require any further act, payment, or instrument beyond this Agreement and the contracted fee.

[COMPLIANCE NOTE]

The IP assignment in Clause 5.1 constitutes a work-for-hire equivalent under UAE intellectual property law. The Company must register assigned Deliverables in the ATLAS IP Portfolio Register before incorporating them into any IP-Share issuance or royalty allocation structure. Failure to document assigned Deliverables may undermine the legal enforceability of IP-Share rights — inconsistent with Pillar 4 (Individual Documentation) of the ATLAS Legal Doctrine.

5.2 Pre-Existing Intellectual Property

The Contractor retains ownership of all pre-existing intellectual property developed prior to or independently of the engagement ('Background IP'). Where any Deliverable incorporates Background IP, the Contractor hereby grants the Company a perpetual, irrevocable, royalty-free, worldwide license to use, modify, and commercially exploit such Background IP to the extent necessary to benefit from the Deliverables.

5.3 Moral Rights Waiver

To the maximum extent permitted by UAE Federal Law No. 38 of 2021, the Contractor waives all moral rights (including rights of attribution and integrity) in respect of all Deliverables. Where waiver is not legally permitted, the Contractor agrees not to exercise such rights in a manner inconsistent with the Company's authorised use of the Deliverables.

5.4 Further Assurance

The Contractor shall execute any further documents and take any steps reasonably required by the Company to perfect, register, or enforce the assignment of Deliverables, including executing IP transfer instruments and supporting copyright registration applications.

VI. DATA PROTECTION OBLIGATIONS

The Contractor may process Personal Data in the course of the engagement. The Contractor shall:

- Process Personal Data strictly in accordance with UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection and the Company's data processing instructions;
- Implement appropriate technical and organisational security measures to protect Personal Data against unauthorised access, disclosure, loss, or destruction;
- Not transfer Personal Data to any jurisdiction outside the UAE without the Company's prior written consent and compliance with applicable cross-border data transfer requirements;
- Not retain Personal Data beyond the period required to perform contracted services, and upon completion, return or destroy all Personal Data as directed by the Company;
- Immediately notify the Company upon becoming aware of any actual or suspected Personal Data breach and cooperate fully with any investigation.

VII. AUDIT RIGHTS

The Company reserves the right, upon reasonable written notice of not less than five (5) business days, to audit the Contractor's compliance with the confidentiality, IP assignment, and data protection obligations set out in this Agreement. The Contractor shall maintain adequate records of all Confidential Information received and Deliverables produced and shall make such records available to the Company upon request. Audit rights survive termination of the engagement for a period of three (3) years.

VIII. DURATION AND SURVIVAL

Category	Duration / Effect
Trade Secrets	Protected indefinitely. Obligations survive termination of the engagement without limit in time.
All Other Confidential Information	Protected during the engagement and for three (3) years following the effective date of termination or completion of the engagement.

Category	Duration / Effect
IP Assignment	Survives termination permanently. All Deliverables assigned under Clause 5.1 remain the property of Atlas Overseas FZE.
Data Protection	Obligations survive termination for as long as the Contractor retains any Personal Data.
Audit Rights	Survive termination for three (3) years as specified in Clause 7.

IX. REMEDIES AND ENFORCEMENT

The Contractor acknowledges that any breach or threatened breach of this Agreement would cause immediate and irreparable harm to the Company for which monetary damages would be an inadequate remedy. Accordingly, the Company shall be entitled to seek injunctive relief, specific performance, and other equitable remedies from competent courts without the requirement to post a bond or prove actual damages. In addition, the Company shall be entitled to recover all actual, consequential, and punitive damages arising from any breach, including all costs of investigation, litigation, and legal fees incurred.

X. GOVERNING LAW AND DISPUTE RESOLUTION

Element	Detail
Governing Law	UAE Federal Law No. 38 of 2021 (Copyright); UAE Federal Decree-Law No. 45 of 2021 (Personal Data Protection); UAE Federal Law No. 18 of 1993 (Commercial Transactions); applicable UAE civil law.
Primary Forum	Dubai Courts (Civil Division) have exclusive jurisdiction over disputes arising from or related to this Agreement.
Alternative Forum	At the Company's election, disputes may be referred to DIAC for binding arbitration under DIAC Rules, seat of arbitration in Dubai.
Language	Executed in English. In the event of conflict with an Arabic translation, the English version prevails to the maximum extent permitted by UAE law.
Severability	If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and remaining provisions shall continue in full force.

XI. GENERAL PROVISIONS

Provision	Detail
Entire Agreement	This Agreement, together with the service or consultancy agreement, constitutes the entire agreement with respect to confidentiality and IP assignment, superseding all prior representations on these subjects.

Provision	Detail
Amendment	No amendment is valid unless made in writing and signed by both parties.
Waiver	No waiver of any breach constitutes a waiver of any subsequent breach.
Electronic Signatures	Electronic signatures are valid and legally binding under applicable UAE law.
Counterparts	This Agreement may be executed in counterparts, each constituting an original.
Independent Legal Advice	The Contractor acknowledges having had the opportunity to seek independent legal advice before signing this Agreement.

XII. SIGNATURE BLOCK

Party	Execution Details
For Atlas Overseas FZE (Company)	Name: _____ Title: _____ Signature: _____ Date: _____ Company Stamp: _____
Contractor (Receiving Party)	Full Legal Name / Company Name: ____ Registration No. (if entity): ____ Nationality / Jurisdiction: ____ Signature: _____ Date: _____

Disclaimer

This Agreement is prepared by Sandjar Group for Atlas Overseas FZE for contractor-engagement confidentiality and IP assignment purposes. It does not constitute legal advice to the Contractor. Contractors are encouraged to seek independent legal counsel before signing. This document is confidential and proprietary — unauthorised reproduction or distribution is strictly prohibited.