

SANDJAR GROUP | ATLAS PLATFORM

DOCUMENT No. 10

Non-Disclosure & Confidentiality Agreement

*For ATLAS Employees — Confidentiality, IP Assignment & Non-Solicitation*

|                   |                                                                                |
|-------------------|--------------------------------------------------------------------------------|
| Issued by:        | Atlas Overseas FZE                                                             |
| Document Version: | v1.0 — May 2026                                                                |
| Jurisdiction:     | UAE (Dubai Courts / DIAC)   UAE Federal Decree-Law No. 33 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 constitutes the foundational confidentiality instrument binding every Employee of Atlas Overseas FZE. It protects the ATLAS IP Portfolio — nine registered intellectual property works valued under IVS 210 / IFRS / GAAP — as well as all platform architecture, source code, financial models, client data, and strategic information. The Employee acknowledges that the ATLAS Project legal structure is based on the sale and transfer of IP-Shares representing rights connected to real, identifiable, registered intellectual property. All confidential information disclosed to the Employee in connection with that structure must be protected in perpetuity.*

This Non-Disclosure and Confidentiality Agreement ('Agreement') is entered into between Atlas Overseas FZE ('Company') and the individual named in the signature block ('Employee') as a condition of employment and continuing engagement. The Agreement is governed by UAE Federal Decree-Law No. 33 of 2021 on the Regulation of Labour Relations, UAE Federal Law No. 38 of 2021 on Copyright and Neighboring Rights, and UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection.

II. PARTIES

| Party / 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. Represented by its authorised signatory. |
| Employee (Receiving Party) | The person named in the signature block, engaged by the Company under a UAE-compliant employment contract, whether on a full-time, part-time, probationary, or fixed-term basis ('Employee').                                                                                                                      |
| Effective Date             | The date of commencement of employment as stated in the Employee's employment contract, or the date of signature of this Agreement, whichever is earlier.                                                                                                                                                          |
| Governing Law              | UAE Federal Decree-Law No. 33 of 2021 (Labour Relations); 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).                                                                                  |

III. DEFINITIONS

| Defined Term               | Definition                                                                                                                                                                                                                                                                        |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Confidential Information" | All non-public information, data, materials, and knowledge disclosed by the Company to the Employee or accessible to the Employee in the course of employment, including without limitation: (i) the ATLAS IP Portfolio and all nine registered works; (ii) platform source code, |

| Defined Term                    | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | algorithms, and technical architecture; (iii) the financial model, revenue projections, and fee structures; (iv) IP-Share issuance terms, valuation reports, and royalty allocation logic; (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 documents.                                                                                                                                                                |
| <b>"ATLAS IP Portfolio"</b>     | 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 — registered under certificates EC-01-004737 and EC-01-004756 through EC-01-004763. |
| <b>"IP-Shares"</b>              | 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 — not securities, financial instruments, virtual assets, collective investment units, or equity interests in the Company.                                                                                                                                                                                       |
| <b>"Work Product"</b>           | Any inventions, improvements, developments, discoveries, works of authorship, designs, algorithms, software, databases, reports, analyses, or other creations made, conceived, developed, or reduced to practice by the Employee, alone or jointly, during the term of employment and related to or arising from the Employee's duties or the Company's business.                                                                                                                                                                                                 |
| <b>"Trade Secret"</b>           | Confidential Information that derives independent economic value from not being generally known or ascertainable, including the platform architecture, AI models, IP-Share pricing models, and client data compilations.                                                                                                                                                                                                                                                                                                                                          |
| <b>"Post-Employment Period"</b> | Two (2) years following the effective date of termination or expiry of the employment contract for all Confidential Information other than Trade Secrets, which are protected indefinitely.                                                                                                                                                                                                                                                                                                                                                                       |

## IV. CONFIDENTIALITY OBLIGATIONS

### 4.1 Core Obligations

During employment and throughout the Post-Employment Period, the Employee shall:

- Maintain the strict confidentiality of all Confidential Information using at least the same degree of care applied to the Employee's own most sensitive personal information, and in no event less than a reasonable standard of care;
- Not disclose, publish, communicate, or make available any Confidential Information to any third party without the prior written consent of the Company's authorised representative;
- Not use any Confidential Information for any purpose other than the performance of assigned duties under the employment contract;
- Not copy, reproduce, transmit, or store Confidential Information outside of Company-approved systems and devices;

- Not remove, disable, or circumvent any security or access controls protecting Confidential Information;
- Immediately notify the Company's legal team in writing upon becoming aware of any actual or suspected unauthorised disclosure or use of Confidential Information;
- Return or permanently destroy all materials containing Confidential Information upon termination of employment or upon written request by the Company.

## 4.2 Permitted Disclosures

The obligations in Clause 4.1 shall not apply to information that the Employee 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 Employee prior to disclosure by the Company and not subject to any other confidentiality obligation; (iii) was independently developed by the Employee without reference to Confidential Information; or (iv) is required to be disclosed by applicable UAE law or a competent court order — provided the Employee gives the Company maximum practicable advance written notice to allow the Company to seek a protective order.

## 4.3 Internal Disclosure Restrictions

The Employee shall disclose Confidential Information internally only on a strict need-to-know basis and only to colleagues bound by equivalent confidentiality obligations. The Employee shall not discuss IP-Share structures, financial models, or legal classifications in any public forum, social media platform, or external communication channel.

# V. INTELLECTUAL PROPERTY ASSIGNMENT

## 5.1 Assignment of Work Product

The Employee hereby irrevocably assigns, transfers, and conveys to Atlas Overseas FZE all rights, title, and interest — including all intellectual property rights — in and to any and all Work Product created, developed, or conceived by the Employee during employment, whether alone or jointly, to the extent such Work Product: (i) relates to the Company's current or reasonably anticipated business, including the ATLAS Platform or the ATLAS IP Portfolio; (ii) resulted from or was aided by Company resources, data, or Confidential Information; or (iii) was developed in connection with the Employee's duties.

### [COMPLIANCE NOTE]

The IP assignment in Clause 5.1 covers all platform-related Work Product. The Company must maintain a documented Work Product register ensuring each assigned creation is traceable to the ATLAS IP Portfolio schedule — consistent with Pillar 4 (Individual Documentation) of the ATLAS Legal Doctrine. Any Work Product incorporated into an IP-Share must be registered and valued before inclusion in the IP Portfolio Register. This assignment must not be described as creating equity, debt, or financial instrument rights in the Employee.

## 5.2 Moral Rights Waiver

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

### 5.3 Further Assurance

The Employee shall execute any further documents and take any steps reasonably required by the Company to perfect, register, or enforce the assignment of Work Product, including executing IP transfer instruments and supporting any application for copyright registration with UAE or international authorities.

## VI. NON-SOLICITATION

### 6.1 Non-Solicitation of Clients and Partners

During employment and for twelve (12) months following termination, the Employee shall not, directly or indirectly, solicit, approach, or attempt to divert any client, investor, IP-Share holder, strategic partner, or counterparty of the Company with whom the Employee had material contact during employment, for the purpose of conducting competing business.

### 6.2 Non-Solicitation of Employees

During employment and for twelve (12) months following termination, the Employee shall not, directly or indirectly, solicit, induce, or encourage any employee or contractor of the Company to terminate their engagement.

## VII. DURATION AND SURVIVAL

| Category                           | Duration / Effect                                                                                                                                  |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Trade Secrets                      | Protected indefinitely. Obligations survive termination of employment without limit in time.                                                       |
| All Other Confidential Information | Protected during employment and for two (2) years following the effective date of termination or expiry of the employment contract.                |
| IP Assignment                      | Survives termination permanently. All Work Product assigned under Clause 5.1 remains the property of Atlas Overseas FZE.                           |
| Non-Solicitation                   | Survives termination for twelve (12) months as specified in Clause 6.                                                                              |
| General Survival                   | Termination of employment for any reason does not terminate the obligations in this Agreement unless the Company provides express written release. |

## VIII. PERSONAL DATA PROTECTION

In the course of employment, the Employee may process Personal Data belonging to platform clients, IP-Share holders, and other individuals. The Employee shall:

- Process Personal Data strictly in accordance with UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection and the Company's internal data handling policies;

- Access Personal Data only to the extent necessary to perform assigned duties;
- Not transfer, copy, or export Personal Data outside Company-approved systems;
- Immediately report any actual or suspected Personal Data breach to the Company's Data Protection Officer;
- Complete all mandatory data protection training required by the Company.

## IX. REMEDIES AND ENFORCEMENT

| Remedy                           | Description                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Injunctive Relief</b>         | The Employee acknowledges that any breach or threatened breach would cause immediate and irreparable harm for which monetary damages would be an inadequate remedy. The Company is 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. |
| <b>Monetary Damages</b>          | In addition to injunctive relief, the Company is entitled to recover all actual, consequential, and punitive damages arising from any breach, including all costs of investigation, litigation, and legal fees incurred.                                                                                                                                        |
| <b>Disciplinary Consequences</b> | Any breach constitutes a serious violation of the employment contract and may result in immediate termination for cause without prejudice to any legal remedies available to the Company.                                                                                                                                                                       |

## X. GOVERNING LAW AND DISPUTE RESOLUTION

| Element                  | Detail                                                                                                                                                                                      |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Governing Law</b>     | UAE Federal Decree-Law No. 33 of 2021; UAE Federal Law No. 38 of 2021; UAE Federal Decree-Law No. 45 of 2021; UAE Federal Law No. 18 of 1993; and applicable UAE civil and commercial law.  |
| <b>Primary Forum</b>     | Dubai Courts (Civil Division) have exclusive jurisdiction over any dispute arising from or related to this Agreement.                                                                       |
| <b>Alternative Forum</b> | At the Company's election, disputes may be referred to the Dubai International Arbitration Centre (DIAC) for binding arbitration under DIAC Rules, seat of arbitration in Dubai.            |
| <b>Language</b>          | Executed in English. In the event of any conflict with an Arabic translation, the English version shall prevail to the maximum extent permitted by UAE law.                                 |
| <b>Severability</b>      | If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and all remaining provisions shall continue in full force. |

XI. GENERAL PROVISIONS

| Provision                | Detail                                                                                                                                                                                                                                              |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Entire Agreement         | This Agreement, together with the Employee's employment contract, constitutes the entire agreement between the parties with respect to confidentiality and IP assignment, superseding all prior representations and negotiations on these subjects. |
| Amendment                | No amendment is valid unless made in writing and signed by both parties.                                                                                                                                                                            |
| Waiver                   | No waiver of any breach shall constitute 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 of which shall constitute an original.                                                                                                                                                         |
| Independent Legal Advice | The Employee acknowledges having had the opportunity to seek independent legal advice before signing.                                                                                                                                               |

XII. SIGNATURE BLOCK

| Party                                        | Execution Details                                                                                              |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| For Atlas Overseas FZE<br>(Disclosing Party) | Name: _____<br>Title: _____<br>Signature: _____<br>Date: _____<br>Company Stamp: _____                         |
| Employee (Receiving Party)                   | Full Name: _____<br>Nationality: _____<br>Emirates ID / Passport No.: _____<br>Signature: _____<br>Date: _____ |

**Disclaimer**

*This Agreement is prepared by Sandjar Group for Atlas Overseas FZE for employment-related confidentiality and IP protection purposes. It does not constitute legal advice to the Employee. Employees are encouraged to seek independent legal counsel before signing. This document is confidential and proprietary — unauthorised reproduction or distribution is strictly prohibited.*