# SANDJAR GROUP | ATLAS PLATFORM

# DOCUMENT No. 12

## Mutual Non-Disclosure Agreement

*For ATLAS Strategic Project Partners — Bilateral Confidentiality & Information Protection*

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| **Issued by:** | Atlas Overseas FZE |
| **Document Version:** | v1.0 — May 2026 |
| **Jurisdiction:** | UAE (DIAC Arbitration / DIFC Courts) \| UAE Federal Law No. 18 of 1993 \| Term: 5 Years |
| **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 Mutual Non-Disclosure Agreement ('Agreement') governs the bilateral exchange of confidential information between Atlas Overseas FZE and its strategic project partners. Unlike the Employee and Contractor NDAs (Documents 2 and 3), this Agreement is bilateral: both parties disclose and receive Confidential Information for the sole purpose of evaluating a potential or existing partnership. The Agreement is calibrated to the commercial nature of the partner relationship — with a five-year term, mutual obligations, a comprehensive residual knowledge carve-out, DIAC primary arbitration, and explicit provisions for return or destruction of materials. All disclosures related to the ATLAS IP Portfolio, IP-Share structures, financial models, and legal classifications remain strictly confidential and are restricted to partnership evaluation purposes only.*

This Mutual Non-Disclosure Agreement ('Agreement') is entered into between Atlas Overseas FZE ('ATLAS') and the partner entity named in the signature block ('Partner') — collectively the 'Parties' — each acting as both Disclosing Party and Receiving Party in relation to their respective Confidential Information. The Agreement is governed by UAE Federal Law No. 18 of 1993 on Commercial Transactions, UAE Federal Law No. 38 of 2021 on Copyright and Neighboring Rights, UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection, and applicable UAE civil law.

# II. PARTIES

| Element | Detail |
|---|---|
| **First Party (ATLAS)** | 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. Each Party acts simultaneously as Disclosing Party in respect of its own Confidential Information and as Receiving Party in respect of the other Party's Confidential Information. |
| **Second Party (Partner)** | The legal entity or natural person named in the signature block, engaged as a strategic, commercial, technical, distribution, or investment partner of ATLAS ('Partner'). |
| **Permitted Purpose** | The sole purpose for which Confidential Information may be used: the mutual evaluation, structuring, negotiation, and implementation of a potential or existing strategic partnership between the Parties ('Permitted Purpose'). Any use beyond the Permitted Purpose requires separate written agreement. |
| **Effective Date** | The date of signature of this Agreement by both Parties. |
| **Term** | Five (5) years from the Effective Date, unless earlier terminated by either Party upon thirty (30) calendar days' written notice. |

# III. DEFINITIONS

| Defined Term | Definition |
|---|---|
| **"Confidential Information"** | All non-public information, data, materials, and knowledge disclosed by one Party (Disclosing Party) to the other Party (Receiving Party) in connection with the Permitted Purpose, whether disclosed orally, in writing, electronically, or by any other means, and whether or not marked as confidential, including: (i) ATLAS IP Portfolio details, IP-Share structures, valuation reports, issuance terms, and royalty mechanics; (ii) financial models, revenue projections, and investor terms; (iii) platform architecture, source code, and technical specifications; (iv) business strategies, partnership terms, and commercial negotiations; (v) client data, AML/KYC records, and transaction histories; (vi) the ATLAS Legal Knowledge Base and all derivative documents. |
| **"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 — not securities, financial instruments, virtual assets, collective investment units, or equity interests. |
| **"Residual Knowledge"** | General knowledge, skills, and experience retained by a Receiving Party's personnel in their unaided memory, without deliberate memorisation or reference to written materials, gained in connection with the Permitted Purpose. |
| **"Representatives"** | A Party's directors, officers, employees, professional advisors, legal counsel, and auditors who have a genuine need to access Confidential Information for the Permitted Purpose and who are bound by confidentiality obligations at least as stringent as this Agreement. |
| **"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. |

# IV. MUTUAL CONFIDENTIALITY OBLIGATIONS

## 4.1 Core Obligations (Applicable to Both Parties)

Each Party, in its capacity as Receiving Party, shall during the Term and for the periods specified in Clause 7:

- Maintain the strict confidentiality of all Confidential Information received from the other Party using at least the same degree of care as applied to its own most sensitive proprietary information, and in no event less than a reasonable standard of care;
- Use Confidential Information exclusively for the Permitted Purpose and for no other purpose whatsoever;
- Not disclose, publish, communicate, or make available any Confidential Information to any third party without the prior written consent of the Disclosing Party;
- Restrict disclosure of Confidential Information within its organisation to Representatives who have a genuine need to know for the Permitted Purpose and who are bound by written confidentiality obligations at least as protective as this Agreement;

- Immediately notify the Disclosing Party in writing upon becoming aware of any actual or suspected unauthorised disclosure or use of the Disclosing Party's Confidential Information;
- Not reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas from any Confidential Information disclosed in non-source-code form.

### 4.2 Permitted Disclosures

The obligations in Clause 4.1 shall not apply to information that the Receiving Party 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 Receiving Party prior to disclosure and not subject to any confidentiality obligation; (iii) was received from a third party lawfully entitled to disclose it without restriction; (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (v) is required to be disclosed by applicable UAE law or competent court order — provided maximum practicable advance written notice is given to the Disclosing Party.

### 4.3 Residual Knowledge Carve-Out

Nothing in this Agreement shall restrict a Receiving Party's personnel from using Residual Knowledge retained in unaided memory, provided such use does not violate the Receiving Party's obligations with respect to Trade Secrets and does not constitute wilful or deliberate memorisation of Confidential Information. This carve-out is narrow and does not permit the use of written, electronic, or digitally stored records of Confidential Information.

### 4.4 ATLAS IP Portfolio — Special Provisions

The Partner expressly acknowledges that all information relating to the ATLAS IP Portfolio, IP-Share structures, valuation methodology, issuance terms, royalty allocation mechanics, and the ATLAS Legal Knowledge Base constitutes Confidential Information of the highest sensitivity. The Partner shall apply enhanced protective measures to such information, including restricting access to senior legal and executive personnel only, and shall not use such information to establish, advise, or assist any competing IP-Share issuance or intellectual property monetisation structure.

## V. RETURN OR DESTRUCTION OF MATERIALS

Upon termination of this Agreement, or upon the written request of the Disclosing Party at any time, the Receiving Party shall promptly, and in no event later than ten (10) business days:

- Return all tangible materials containing or embodying Confidential Information to the Disclosing Party; or
- Permanently destroy all such materials and all copies, extracts, and summaries thereof — whether in physical, electronic, or cloud-stored form — and certify in writing to the Disclosing Party that such destruction has been completed in accordance with recognised secure data destruction standards.

Notwithstanding the above, a Receiving Party may retain Confidential Information to the extent required by applicable law or professional regulatory obligations (such as legal professional privilege or mandatory audit retention), provided that such retained information continues to be protected under the terms of this Agreement for so long as it is retained.

# VI. OWNERSHIP OF INFORMATION

All Confidential Information disclosed under this Agreement remains the exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any licence, right, title, or interest in or to any Confidential Information, including any IP-Share, intellectual property right, or proprietary technology, except the limited right to use Confidential Information for the Permitted Purpose during the Term.

**[COMPLIANCE NOTE]**
The ownership provision in Clause 6 must be enforced strictly in the context of ATLAS IP-Shares. Any arrangement under which a Partner purports to acquire rights in IP-Shares through information access alone — without executing a formal IP-Share acquisition agreement under the ATLAS Legal Knowledge Base framework — would be invalid and potentially harmful to the IP classification of the platform. IP-Share rights arise solely from documented contractual instruments, registration records, and valuation materials — not from the disclosure of information under this Agreement.

# VII. DURATION AND SURVIVAL

| Category | Duration / Effect |
|---|---|
| **Agreement Term** | Five (5) years from the Effective Date, unless earlier terminated by either Party upon thirty (30) calendar days' written notice. |
| **Trade Secrets** | Protected indefinitely, surviving the termination of this Agreement without time limit. |
| **All Other Confidential Information** | Protected during the Term and for a period of three (3) years following the effective date of termination of this Agreement. |
| **Return / Destruction Obligations** | Triggered upon termination or Disclosing Party request; must be completed within ten (10) business days. |
| **General Survival** | Clauses 1, 3, 6, 7, 8, 9, 10, and 11 survive the expiration or termination of this Agreement. |

# VIII. NO REPRESENTATION OR WARRANTY

All Confidential Information is disclosed on an 'as is' basis. The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness, fitness for purpose, or non-infringement of any Confidential Information. Neither Party shall be liable to the other for any loss or damage arising from the other Party's reliance on Confidential Information disclosed under this Agreement.

Nothing in this Agreement obligates either Party to: (i) enter into any further agreement or partnership; (ii) disclose any specific Confidential Information; (iii) purchase, license, or acquire any product or service from the other Party; or (iv) proceed with any proposed transaction.

# IX. GOVERNING LAW AND DISPUTE RESOLUTION

| Element | Detail |
|---|---|
| **Governing Law** | UAE Federal Law No. 18 of 1993 (Commercial Transactions); UAE Federal Law No. 38 of 2021 (Copyright); UAE Federal Decree-Law No. 45 of 2021 (Personal Data Protection); applicable UAE civil law. |
| **Primary Dispute Resolution** | Binding arbitration under the Rules of the Dubai International Arbitration Centre (DIAC). Seat of arbitration: Dubai, UAE. Language: English. Number of arbitrators: one (1) for disputes below AED 1,000,000; three (3) for disputes at or above AED 1,000,000. |
| **Secondary Forum** | In the event that arbitration is unavailable or inapplicable, the Dubai International Financial Centre Courts (DIFC Courts) shall have exclusive jurisdiction over disputes arising from or related to this Agreement. |
| **Alternative for Specific Partners** | At the mutual written agreement of the Parties prior to execution, the Abu Dhabi Global Market Courts (ADGM Courts) may be designated as the exclusive forum in lieu of DIFC Courts. |
| **Injunctive Relief** | Either Party may apply to any court of competent jurisdiction for injunctive or interim relief without prejudice to the arbitration obligation. |
| **Language** | Executed in English. In the event of conflict with any 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. |

# X. GENERAL PROVISIONS

| Provision | Detail |
|---|---|
| **Entire Agreement** | This Agreement constitutes the entire agreement between the Parties with respect to mutual confidentiality, superseding all prior representations, negotiations, and agreements on these subjects. |
| **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. |
| **Assignment** | Neither Party may assign this Agreement or its obligations hereunder without the prior written consent of the other Party. |
| **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. |

| Provision | Detail |
|---|---|
| **Notices** | All notices must be in writing and delivered to the addresses specified in the signature block by registered mail, courier, or email with read-receipt confirmation. |

## XI. SIGNATURE BLOCK

| Party | Execution Details |
|---|---|
| **For Atlas Overseas FZE (First Party)** | Authorised Representative Name: ___<br>Title: ________________________<br>Signature: ________________________<br>Date: ________________________<br>Notice Address: ________________<br>Email: ________________________<br>Company Stamp: ________________ |
| **For Partner (Second Party)** | Authorised Representative Name: ___<br>Entity Name: __________________<br>Registration No.: _______________<br>Jurisdiction of Incorporation: _______<br>Signature: ________________________<br>Date: ________________________<br>Notice Address: ________________<br>Email: ________________________ |

**Disclaimer**

*This Agreement is prepared by Sandjar Group for Atlas Overseas FZE for mutual confidentiality purposes in connection with strategic partnership evaluation. It does not constitute legal advice to either Party. Both Parties are encouraged to seek independent legal counsel before signing. This document is confidential and proprietary — unauthorised reproduction or distribution is strictly prohibited.*