

SANDJAR GROUP | ATLAS PLATFORM

DOCUMENT No. 13

Trilateral IP-Share Implementation Agreement

Atlas Overseas FZE | SWC Capital | Authors — IP-Share Rights, Allocation & Royalty Framework

Issued by:	Atlas Overseas FZE
Document Version:	v1.0 — May 2026
Jurisdiction:	UAE (DIAC Arbitration / DIFC Courts) UAE Federal Law No. 38 of 2021 Howey Test Compliant
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 Doctrine — Trilateral IP-Share Framework

This Agreement establishes the legal framework governing the trilateral relationship between: (1) Atlas Overseas FZE as the IP Portfolio owner and issuer of IP-Shares; (2) SWC Capital as strategic partner and distribution channel; and (3) the Authors / Creators of the ATLAS IP Portfolio as original rights holders. The object of all transactions under this Agreement is the IP-Share — a documented fractional intellectual-property entitlement — not a security, financial instrument, virtual asset, collective investment unit, or derivative. Blockchain technology, smart contracts, and tokenised records serve exclusively as technical tools for recording, verifying, and automating IP-Share transactions.

This Trilateral IP-Share Implementation Agreement ('Agreement') is entered into by and between the following three Parties, each of which acknowledges having read and agreed to the ATLAS Project Comprehensive Legal & Operational Knowledge Base (v1.0, May 2026) as the controlling legal framework for all IP-Share issuances under this Agreement.

II. PARTIES

Party	Description and Role
Party 1: ATLAS (Issuer)	Atlas Overseas FZE, a free-zone establishment incorporated in the United Arab Emirates. Atlas is the registered owner of the ATLAS IP Portfolio, the issuer of IP-Shares, and the operator of the ATLAS digital real-estate transaction platform. Registration references: IP-Certificates EC-01-004737 and EC-01-004756 through EC-01-004763. IP Valuation Report No. 71, Certificate No. 6094286410, dated February 10, 2026, prepared by Dr. Sandjar Muminov, SANODY-FZCO.
Party 2: SWC Capital (Strategic Partner)	SWC Capital, a capital markets and investment structuring entity (website: swc.capital), engaged as strategic partner for the purpose of: (i) distribution and placement of IP-Shares to eligible holders; (ii) structuring advisory on IP-Share issuance mechanics and documentation; (iii) introduction of qualified IP-Share acquirers subject to AML/KYC verification; and (iv) providing related capital markets advisory services. SWC Capital does not act as issuer, underwriter, broker-dealer, collective investment scheme manager, or virtual asset service provider in connection with this Agreement. SWC Capital's role is strictly advisory and facilitative — it does not pool, manage, or exercise discretionary control over IP-Share holders' assets.
Party 3: Authors (Original Rights Holders)	The individual(s) or entities listed in Schedule A to this Agreement who are the original creators, authors, and registered rights holders of the works comprising the ATLAS IP Portfolio, as confirmed by the copyright registration certificates issued by INTEROCO Copyright Office. Authors retain moral rights as permitted by UAE Federal Law No. 38 of 2021, subject to the waivers and limitations set out in Clause 7.3 of this Agreement.

Party	Description and Role
Collectively	The Parties to this Agreement. Each Party has conducted its own legal analysis and obtained, or had the opportunity to obtain, independent legal advice regarding this Agreement before execution.

III. RECITALS — IP REGISTRATION CHAIN AND VALUATION

Recital	Content
Recital A: IP Portfolio	Atlas Overseas FZE owns and holds the ATLAS IP Portfolio comprising nine registered intellectual property works, constituting: (i) one Consolidated Composite Copyright Work registered under certificate EC-01-004737; and (ii) eight Works of Science registered under certificates EC-01-004756, EC-01-004757, EC-01-004758, EC-01-004759, EC-01-004760, EC-01-004761, EC-01-004762, and EC-01-004763. All works are registered with the INTEROCO Copyright Office and are recognised under UAE Federal Law No. 38 of 2021.
Recital B: Valuation	The ATLAS IP Portfolio has been professionally valued by Dr. Sandjar Muminov, International IP Expert and Managing Director of SANODY-FZCO (Professional License No. 23419, Dubai, UAE), under Report No. 71 (Valuation Certificate No. 6094286410), dated February 10, 2026. The valuation was conducted in accordance with International Valuation Standards IVS 210: Intangible Assets, IFRS/IAS 38, and GAAP standards, and is legally valid in 137 IVSC member countries.
Recital C: Authors	The Authors listed in Schedule A created the works comprising the ATLAS IP Portfolio and have assigned to Atlas Overseas FZE all economic intellectual property rights therein, while retaining certain moral rights as permitted by UAE Federal Law No. 38 of 2021. The Authors' retained interests in the IP-Share royalty waterfall are documented in Clause 8 of this Agreement.
Recital D: SWC Capital	SWC Capital has been engaged as a strategic partner to support the structured distribution of IP-Shares to eligible holders and to provide capital markets advisory services in connection with the ATLAS IP Portfolio. SWC Capital's engagement is strictly non-discretionary and does not constitute an investment management, brokerage, or virtual asset service activity.
Recital E: Legal Framework	The Parties agree that this Agreement is governed by the ATLAS Legal Knowledge Base (v1.0, May 2026), which establishes the controlling legal doctrine: IP-Shares are objects of intellectual property and contract law; smart contracts and tokens are technical tools only; no element of this Agreement shall be construed to create financial instrument, security, virtual asset, or collective investment scheme exposure.

IV. DEFINITIONS

Defined Term	Definition
"IP-Share"	A documented fractional intellectual-property entitlement linked to a specific registered IP portfolio and evidenced by contractual documentation, registration records, valuation materials, and, where applicable, a technical blockchain ledger entry. An IP-Share grants the holder rights of use, licensing, sublicensing, transfer, royalty allocation, and related IP-based economic rights as specified in the applicable IP-Share Issuance Terms. An IP-Share does not represent corporate equity, debt, a deposit, a derivative, a unit in a collective investment scheme, a security, a financial instrument, or a financial asset of the issuer.
"ATLAS IP Portfolio"	The nine registered intellectual property works owned by Atlas Overseas FZE as described in Recital A above.
"IP-Share Issuance Terms"	The document that defines the total number of IP-Shares, rights attached per unit, transfer restrictions, holder eligibility requirements, royalty allocation logic, and risk disclosures applicable to each issuance tranche.
"Smart Contract"	A programmable, self-executing code deployed on a blockchain that serves as the technical instrument through which IP-Share transactions are recorded, identified, verified, and processed. The smart contract is not the legal or economic asset being sold. The object of each transaction is the IP-Share itself.
"Tokenised Record"	A blockchain-based digital entry evidencing a specific IP-Share holding or transaction. A tokenised record is a technical certificate and administrative tool — it is not a virtual asset, crypto asset, security, financial instrument, or independently tradeable digital asset.
"Holder"	A legally identified, AML/KYC-verified natural or legal person who acquires an IP-Share on the ATLAS Platform. A Holder is not a shareholder, creditor, depositor, or investor in a security or financial instrument.
"Royalty"	A conditional contractual allocation of revenue generated from the actual commercial exploitation of the ATLAS IP Portfolio, payable to IP-Share Holders and to the Authors in accordance with the waterfall specified in Clause 8. Royalties are not interest, dividends, guaranteed yield, or investment returns.
"AML/KYC Gate"	The mandatory identity verification, sanctions screening, and source-of-funds verification procedure that all IP-Share acquirers must complete before any IP-Share issuance, transfer, or royalty payment is executed.

V. IP-SHARE ALLOCATION AMONG THE PARTIES

The total number of IP-Shares issued in connection with the ATLAS IP Portfolio shall be defined in the IP-Share Issuance Terms. The following table sets out the allocation of IP-Shares among the three Parties and the nature of each Party's entitlements. Specific numbers and percentages shall be completed in Schedule B to this Agreement.

Party	Allocation and Description	Rights Attached to Allocated IP-Shares
Atlas Overseas FZE (Party 1)	ATLAS retains []% of IP-Shares as the issuer and operator. ATLAS's shares carry full rights of use, licensing, sublicensing, commercial deployment, transfer, royalty allocation, and enforcement of the ATLAS IP Portfolio.	Use, licensing, sublicensing, transfer, royalty allocation, enforcement. No guaranteed financial return; rights contingent on actual IP exploitation.
SWC Capital (Party 2)	SWC Capital receives []% of IP-Shares in consideration for its advisory and distribution services. SWC Capital's IP-Shares carry rights of use, sublicensing, and royalty allocation. SWC Capital may further distribute its allocated IP-Shares to eligible Holders subject to AML/KYC compliance and the IP-Share Transfer Policy.	Use, sublicensing, royalty allocation, transfer to eligible Holders subject to AML/KYC. SWC Capital acts as a facilitator and does not exercise discretionary management over distributed IP-Shares.
Authors (Party 3)	The Authors collectively receive []% of IP-Shares in recognition of their authorship of and contribution to the ATLAS IP Portfolio, as documented in Schedule A. Authors' IP-Shares carry rights of use, royalty allocation, and documentation. Transfer restrictions apply as specified in Schedule B.	Use, royalty allocation, documentation. Transfer subject to Company consent. Moral rights retained as specified in Clause 7.3.

[COMPLIANCE NOTE]

The allocation structure above must avoid creating a 'common enterprise' under Howey Test analysis. Each Party's IP-Shares must be individually documented with specific, traceable IP rights. SWC Capital's distribution of IP-Shares to Holders must not be characterised as managing a pooled investment — each Holder receives individually documented IP entitlements, not units in a collective scheme. The distribution role must not trigger broker-dealer, collective investment scheme manager, or VASP licensing requirements in any applicable jurisdiction.

VI. RIGHTS AND OBLIGATIONS OF EACH PARTY

6.1 Atlas Overseas FZE (Party 1)

- Maintain and update the ATLAS IP Portfolio Register, ensuring each IP-Share is linked to a defined, registered IP asset;
- Issue IP-Shares only pursuant to validly executed IP-Share Issuance Terms and documented contractual transfer instruments;
- Maintain the IP valuation report and commission updated valuations as required to reflect material changes in the IP Portfolio;
- Administer the royalty collection and distribution process in accordance with the waterfall specified in Clause 8;
- Ensure all IP-Share transactions are recorded on the blockchain layer as Tokenised Records consistent with the technical specifications in Schedule C;
- Not market IP-Shares as securities, financial instruments, virtual assets, investment contracts, or collective investment units;
- Maintain the ATLAS Legal Knowledge Base as the controlling legal framework for all IP-Share documentation.

6.2 SWC Capital (Party 2)

- Distribute IP-Shares to eligible Holders only after completion of the AML/KYC Gate in respect of each Holder;
- Not represent itself as an issuer, underwriter, broker-dealer, investment manager, or virtual asset service provider in connection with any IP-Share distribution;
- Not pool Holders' consideration or exercise discretionary control over IP-Shares held by or distributed to Holders;
- Ensure that all marketing and communication materials related to IP-Shares comply with the Safe Legal Language Guide in the ATLAS Legal Knowledge Base;
- Maintain records of all IP-Share distributions and provide quarterly reports to ATLAS;
- Promptly notify ATLAS of any regulatory inquiry, investigation, or communication received in connection with IP-Share distribution activities.

[COMPLIANCE NOTE]

SWC Capital's distribution activities must not constitute broker-dealer activity under applicable securities laws, collective investment scheme administration, or virtual asset service provision. To preserve this characterisation: (i) SWC Capital must not exercise any discretionary control over IP-Share holder assets; (ii) IP-Share holders must receive individually documented entitlements; (iii) SWC Capital's compensation must be fee-based and not contingent on IP-Share value appreciation; (iv) SWC Capital must obtain jurisdiction-specific legal opinions before distributing IP-Shares in any regulated market (including the USA, UK, EU, Singapore, and Hong Kong).

6.3 Authors (Party 3)

- Cooperate with ATLAS in maintaining and updating the IP registration documentation and the Authors' attribution records in Schedule A;
- Maintain the confidentiality of all information relating to the IP-Share structure, valuation, and issuance terms;

- Not independently assign, license, or commercially exploit any component of the ATLAS IP Portfolio without the prior written consent of ATLAS;
- Not challenge the validity of the IP assignments made to ATLAS in connection with the creation of the ATLAS IP Portfolio;
- Support ATLAS in any IP enforcement action against unauthorised use of the ATLAS IP Portfolio.

VII. IP RIGHTS FRAMEWORK — DETAILED PROVISIONS

7.1 Blockchain Recording — Ancillary Technical Tool

The Parties confirm and agree that: (i) blockchain technology, smart contracts, and Tokenised Records used in connection with IP-Share issuances and transfers serve exclusively as technical tools for recording, identifying, verifying, and automating IP-Share transactions; (ii) the legal and economic object of each transaction is the IP-Share itself, not the smart contract or Tokenised Record as an independent financial or virtual asset; and (iii) the holder's enforceable rights arise from the IP-Share contract, registration package, and IP-Share Issuance Terms — not from the Tokenised Record alone.

7.2 Transfer Restrictions and AML/KYC Gate

No IP-Share may be transferred to any person or entity without: (i) completion of the AML/KYC Gate in respect of the transferee; (ii) execution of a formal IP transfer instrument or assignment agreement; (iii) update of the ATLAS IP Portfolio Register to reflect the transfer; and (iv) recording of the transfer as a Tokenised Record on the blockchain layer. Any purported transfer that does not comply with these requirements is void and of no legal effect.

7.3 Authors' Moral Rights

The Authors retain the moral right of attribution (the right to be identified as the creators of the works comprising the ATLAS IP Portfolio) as provided by UAE Federal Law No. 38 of 2021. The Authors waive, to the maximum extent permitted by UAE law, the moral right of integrity in respect of all modifications, adaptations, or commercial deployments of the ATLAS IP Portfolio made by ATLAS or by any IP-Share Holder pursuant to validly granted rights. Where waiver is not permitted by law, the Authors agree not to exercise such rights in a manner inconsistent with the commercial development of the ATLAS Platform.

7.4 IP Portfolio Maintenance

ATLAS shall maintain all IP registrations comprising the ATLAS IP Portfolio in good standing, including timely renewal, payment of all applicable registration fees, and prosecution of any infringement actions reasonably required to protect the economic value of the IP Portfolio. ATLAS shall notify the Authors and SWC Capital within ten (10) business days of any material change in the legal status of any registered IP work comprising the Portfolio.

VIII. ROYALTY ALLOCATION WATERFALL

Royalties are conditional contractual allocations of revenue generated from the actual commercial exploitation of the ATLAS IP Portfolio. No Royalty is guaranteed. Royalties become payable only upon actual IP licensing, sublicensing, or commercial deployment generating documented revenue. The following waterfall governs the distribution of Royalty revenue:

Priority	Recipient	Percentage	Payment Mechanics
1st	Platform Operational Reserve	[]% of gross Royalty revenue	Reserved for IP Portfolio maintenance, registration, enforcement costs, and platform operational expenses. Deducted before any distribution.
2nd	ATLAS (Party 1)	[]% of net Royalty revenue after 1st tier	Payable to Atlas Overseas FZE quarterly in AED to its designated bank account. Represents ATLAS's issuer and operator share.
3rd	Authors (Party 3)	[]% of net Royalty revenue after 1st tier	Payable to the Authors collectively in proportions specified in Schedule A, quarterly in AED. Represents Authors' creator and original rights holder share.
4th	IP-Share Holders (including SWC Capital)	[]% of net Royalty revenue after 1st tier	Distributed pro-rata to all registered IP-Share Holders (including SWC Capital's allocated IP-Shares) in proportion to their documented IP-Share holdings, quarterly in AED.

[COMPLIANCE NOTE]

Royalty payments must be structured and documented strictly as conditional contractual IP revenue allocations — not as interest, dividends, guaranteed yield, investment return, or coupon payments. The Royalty waterfall must be described in all platform communications using IP-law language only. No Royalty payment schedule, projected amount, or historical payment may be presented to prospective IP-Share Holders in a manner that implies guaranteed or predictable financial returns. Risk disclosures must accompany all Royalty-related materials.

IX. HOWEY TEST COMPLIANCE ATTESTATION

The Parties jointly confirm and attest, for purposes of the U.S. SEC Howey Test analysis (SEC v. W.J. Howey Co., 328 U.S. 293, 1946), that the IP-Share structure under this Agreement is designed as follows:

Howey Element	IP-Share Position	Compliance Requirement
Investment of Money	Present. IP-Share acquirers pay consideration for IP rights. However, this element alone is insufficient to constitute an investment contract — many ordinary IP and property transactions involve monetary consideration without constituting securities.	This Agreement does not alter the characterisation: the element is present but cannot alone establish securities status. Combined analysis of remaining elements determines classification.
Common Enterprise	NOT present. Each IP-Share Holder receives a distinct, individually documented IP entitlement linked to	The structure must not pool Holders' assets into a common fund. SWC Capital must not exercise

Howey Element	IP-Share Position	Compliance Requirement
	specific registered IP. There is no pooling of Holders' consideration under common management. Each Holder's rights and royalty entitlements are independently traceable.	discretionary management. Each Holder must have an individually registered IP-Share.
Expectation of Profits	NOT primary. The primary benefit of an IP-Share is functional IP access — the right to use, license, sublicense, transfer, and commercially exploit registered intellectual property. Any royalty allocation is conditional and secondary to these functional rights.	Marketing must emphasise functional IP rights and commercial exploitation. Language implying passive profit, price appreciation, guaranteed returns, or issuer-dependent income must not be used in any communication.
Efforts of Others	NOT decisive. Each IP-Share Holder can independently use, license, sublicense, transfer, or otherwise monetise the IP rights without dependence on ATLAS's future managerial or promotional efforts. Royalties, where earned, arise from documented IP exploitation — not from speculative issuer performance.	The structure must ensure Holders have genuine, exercisable IP rights. ATLAS's managerial efforts may affect IP value, but the structure must not make Holder returns exclusively dependent on ATLAS's entrepreneurial activities.

[COMPLIANCE NOTE]

This Howey Test Compliance Attestation is a documentation safeguard — it is not a legal opinion or definitive securities law analysis. A separate, jurisdiction-specific legal opinion must be obtained from qualified UAE, US, and applicable international counsel before any public marketing or distribution of IP-Shares in regulated jurisdictions, including the United States. SWC Capital must obtain its own independent legal advice on its distribution activities in each target jurisdiction.

X. REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of All Parties

Each Party represents and warrants to the other Parties, as of the date of this Agreement and on each date of an IP-Share issuance or transfer, that:

- It has the full legal capacity, power, and authority to enter into and perform its obligations under this Agreement;
- This Agreement has been duly authorised by all necessary corporate, governmental, or personal action and constitutes a valid, binding, and enforceable obligation;
- The execution and performance of this Agreement does not violate any applicable law, regulation, court order, or contractual obligation binding on it;
- All information provided by it in connection with this Agreement is accurate, complete, and not misleading.

11.2 Additional Representations and Warranties of ATLAS

- ATLAS owns the ATLAS IP Portfolio free and clear of all liens, encumbrances, and adverse claims, except as disclosed in Schedule B;

- The IP registrations described in Recital A are valid, subsisting, and in good standing under applicable law;
- The IP Valuation Report No. 71 was prepared in accordance with internationally recognised valuation standards and represents a fair and reasonable assessment of the IP Portfolio's value as of the valuation date;
- ATLAS has implemented AML/KYC procedures meeting CBUAE AML/CFT requirements before issuing any IP-Share to any Holder.

11.3 Additional Representations and Warranties of SWC Capital

- SWC Capital is not required to hold and does not hold a securities broker-dealer licence, investment fund management licence, or virtual asset service provider licence in any jurisdiction in connection with the activities contemplated by this Agreement;
- SWC Capital will obtain separate legal opinions in each jurisdiction where it distributes IP-Shares before conducting any distribution activities;
- SWC Capital will not market IP-Shares as securities, financial products, virtual assets, or collective investment units.

11.4 Additional Representations and Warranties of the Authors

- The Authors are the original creators of the works comprising the ATLAS IP Portfolio and have valid copyright therein;
- The Authors have validly assigned all economic IP rights to Atlas Overseas FZE and retain only the moral rights specified in Clause 7.3;
- No claim, dispute, or litigation is pending or threatened in relation to the Authors' original ownership of, or contribution to, any work in the ATLAS IP Portfolio.

XI. GOVERNING LAW AND DISPUTE RESOLUTION

Element	Detail
Governing Law	UAE Federal Law No. 38 of 2021 (Copyright and Neighboring Rights); UAE Federal Decree Law No. 32 of 2021 (Commercial Companies); UAE Federal Law No. 18 of 1993 (Commercial Transactions); International Valuation Standards IVS 210; applicable UAE civil and commercial 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: three (3). Rules: DIAC Arbitration Rules (most current version).
Secondary Forum	In the event that DIAC arbitration is unavailable or inapplicable, the Dubai International Financial Centre Courts (DIFC Courts) shall have exclusive jurisdiction.
Injunctive Relief	Any Party may apply to any court of competent jurisdiction for urgent 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.

Element	Detail
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.

XII. GENERAL PROVISIONS AND BOILERPLATE

Provision	Detail
Entire Agreement	This Agreement, together with the Schedules and the IP-Share Issuance Terms, constitutes the entire agreement among the Parties with respect to the subject matter hereof, superseding all prior representations, negotiations, and agreements.
Amendment	No amendment to this Agreement is valid unless made in writing and signed by all three Parties.
Waiver	No waiver of any breach by any Party shall constitute a waiver of any subsequent breach.
Assignment	No Party may assign its rights or obligations under this Agreement without the prior written consent of both other Parties, except that ATLAS may assign to an affiliated entity provided the affiliate assumes all obligations under this Agreement.
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, with all counterparts together constituting one agreement.
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.
Schedules	Schedule A: Author Identification and Attribution; Schedule B: IP-Share Allocation Numbers and Transfer Restrictions; Schedule C: Blockchain and Smart Contract Technical Specifications.
Risk Disclosure Obligation	Each Party acknowledges that no financial return, liquidity, royalty income, or IP-Share value is guaranteed. IP commercialisation may fail. The enforceability of IP rights is subject to jurisdictional variation. IP-Share Holders should obtain independent legal and financial advice before acquiring IP-Shares.

XIII. SIGNATURE BLOCK

Party	Execution Details
Party 1: Atlas Overseas FZE	Authorised Representative: _____ Title: _____ Signature: _____ Date: _____ Company Stamp: _____
Party 2: SWC Capital	Authorised Representative: _____ Entity Name: _____ Jurisdiction: _____ Registration No.: _____ Signature: _____ Date: _____

Party	Execution Details
Party 3: Authors (Lead Signatory)	Full Name: _____ Passport / ID No.: _____ Signature: _____ Date: _____ (Additional Author signatures in Schedule A)

Disclaimer

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