

## **UNDERTAKING FOR NON- DISCLOSURE OF CONFIDENTIAL INFORMATION**

On this day **15th of January 2024** in the city of Dubai, I, the undersigned **Kyle Zyrelle Canoja Zabala** holder of **Republic of Philippines passport P52921278**, working for **Metropolitan Premium Properties LLC** according to the outsourcing contract (further referred to as the Employer) in the capacity of **Data Analyst**, hereby confirm my full understanding of the fact that during my work with the Employer I will have access to confidential information (further referred to as confidential information) of the Employer, including but not limited to:

- contact information of buyers, sellers and any other customers of counteragents of the Employer
- any information contained in the commercial leads provided by the Employer.
- salaries, remunerations, bonus and commissions schemes both mine and of other employees
- any information related to the Employer's commercial performance.
- marketing approaches and strategies of the Employer

Therefore, as per Article No. 120 of the Federal Labor Law No.8 of the year 1980 and Articles No.379 and 380 of the Federal Law No.3 of the year 1987 (Penal Code), I, the undersigned, do hereby undertake to:

1. Maintain confidentiality at workplace and not to share the Employer's hard and/ or soft confidential information with any competitor, associates or any third party during my service with the Employer as well as within two years from the date of leaving the Employer
2. In case of violating the present undertaking to pay the employer the amount of AED 150,000, representing remunerations to the Employer for violating of the Undertaking of Non-Disclosure as well as to reimburse any other financial losses, which the Employer may incur due to my breach of non-disclosure undertaking, including the amount of the commissions any third Party might receive from the clients or leads I received from the Employer

I understand and agree that the Employer holds the right to terminate my service if I am found disclosing confidential information to third parties without prior written consent of the management and seek for appropriate legal actions based on Article 120 of UAE Labor Law and Article 379 of the UAE Penal Code. I hereby confirm that I have carefully read both this undertaking and the content of Article No. 120 of the Federal Labor Law No.8 of the year 1981 and Articles No.379 and 380 of the Federal Law No.3 of the year 1987 (Penal Code) attached hereto, the content is absolutely clear to me and I sign hereby with the full understanding of the present document

  
**Kyle Zyrelle Canoja Zabala**

\_\_\_\_\_  
Elena Kuznetsova  
Legal Director  
Metropolitan Premium Properties LLC

\_\_\_\_\_  
Witness  
Timur Bizhanov (PRO)

## **FEDERAL LAW NO.3/ 1987**

### **Article 379**

Shall be sentenced to detention for a minimum period of one year and/or to a minimum fine of twenty thousand dirham, whoever by virtue of his profession, craft, position or art is entrusted with a secret and divulge it in cases other than those allowed by law or if used for his own personal interest or for the interest of another person, unless authorized by the confiding person to disclose or use it.

The penalty shall be imprisonment for a term not exceeding five years in case the perpetrator is a public servant or a person in charge of a public service who was confided the secret because or on the occasion of discharging his duties or performing his service.

### **Article 380**

Shall be sentenced to minimum fine of three thousand dirhams, whoever opens a letter or cable without the consent of the recipient or listened to a telephone conversation.

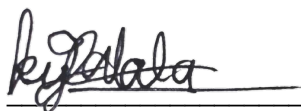
The perpetrator shall be in detention for a minimum term of three months or to a minimum fine of five thousand dirhams, if he discloses the letter, cable or conversation to other than the addressee thereto and without his consent, whenever such act results in a prejudice to others.

## **FEDERAL LAW NO.8/ 1980**

### **Article 120**

An employer may dismiss a worker without notice if and only if the worker:

1. Assumes a false identity or nationality or submits forged certificates or documents.
2. Is engaged on probation and is dismissed during or at the end of the probationary period.
3. commits a fault resulting in substantial material loss to the employer, provided that the latter notifies the labor department of the incident within 48 hours of his becoming aware of its occurrence.
4. disobeys instructions on the safety of work or workplace, provided that such instructions are in writing and posted at a conspicuous place and are communicated verbally to the worker in case he is illiterate.
5. defaults on his basic duties under the contract and fails to redress such default despite a written interrogation and a warning that he will be dismissed if such default is repeated.
6. is finally convicted by a competent court of a crime against honor, honesty or public morals.
7. reveals any confidential information of his employer.
8. is found in a state of drunkenness or under the influence of a narcotic drug during working hours.
9. assaults the employer, the manager in charge or any of his workmates during working hours.
10. absents himself from work without a valid reason for more than 20 non- successive days in one single year, or for more than seven successive days.



**Kyle Zyrelle Canoja Zabala**

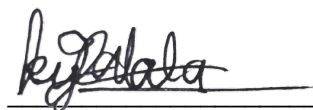
## Customer Copyright Agreement

THIS AGREEMENT is made on this **15th of January 2024** (hereinafter referred to as Effective Date) by and between **Metropolitan Premium Properties LLC** hereafter called "Customer" and **Kyle Zyrelle Canoja Zabala** holder of **Republic of the Philippines passport P52921278** (hereinafter called "Contractor").

In consideration of the mutual covenants set forth in this Agreement, Customer and Contractor hereby agree as follows:

1. All creative works produced by Contractor during his employment, and which relate to Customer's business ("Work Product") shall be considered to have been prepared for Customer as a part of and in the course of employment. Work Product shall include, among other things, websites, advertising campaigns, video, photo other audiovisual works related to the real estate industry, produced by or with participation of the Contractor, and shall remain an intellectual property of the Customer at all times.
2. Customer shall have full ownership of creative works produced by Contractor during employment with Customer with no rights of ownership vested in Contractor.
3. Contractor hereby agrees that in the event any Work Product is determined by a court of competent jurisdiction not to be a work for hire under the copyright laws, this Agreement shall operate as an irrevocable assignment by Contractor to Customer of the copyright in the works including all rights thereunder in perpetuity.
4. Contractor hereby irrevocably assigns, conveys, and otherwise transfers to Customer, and its respective successors, all rights, title and interests worldwide in and to the Work Product and all copyrights, contract and licensing rights.
5. In the event Contractor has any rights in and to the Work Product that cannot be assigned to Customer, Contractor hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Customer.
6. Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the copyright ownership by Customer in the Work Product.
7. After termination of the Agreement, Contractor shall deliver to Customer all records, data and memoranda of any nature that are in Contractor's possession or control, and which relate to Customer or activities of Customer, including, but not limited to reports, photographs, films, manuals and computer software media.
8. This Agreement is effective as of the Effective Date and it will be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising of or in connection with the present agreement shall be settled by the Dubai International Arbitration Centre by one arbitrator.
9. Each party represents and warrants that, on the Effective Date, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

**Customer**



**Kyle Zyrelle Canoja Zabala**

**Contractor**

\_\_\_\_\_  
Elena Kuznetsova  
Legal Director

\_\_\_\_\_  
Witness

Timur Bizhanov (PRO)