



UrProject Enhanced Developer Confidentiality & Inventions Assignment Agreement

(Employment Version – Expanded + Legal Binding Clauses)

Parties

(1) UrProject Limited, including all its affiliates and group entities (together, "UrProject");

(2) [Employee Name], holding [National ID/Passport], residing at [Address] ("Employee").

Effective Date: [dd mmm yyyy]

Role/Title: [e.g., Senior Frontend Engineer]

Work Location: [UK / UAE / Remote / Hybrid]

Governing Law (primary): [England & Wales / UAE / South Africa] (See Schedule D)

1. Purpose, Capacity & Relationship

1.1. The Employee shall perform technical work under Schedule A, which includes confidential and proprietary development relating to UrProject's digital labour platform.

1.2. This Agreement supplements the employment contract and survives termination to the extent indicated herein.

1.3. No joint venture, partnership, or agency is created — the relationship remains employer-employee only.

2. Definitions (Expanded)

Confidential Information, Inventions, and Intellectual Property Rights are as previously defined, with the following clarifications:

Includes "all learnings, machine-readable files, scripts, automation routines, stored procedures, system credentials, devops configurations, cloud usage patterns, user behavior analytics, test data, and deployment blueprints."

Specifically includes confidential outputs from AI coding tools (e.g., GitHub Copilot, ChatGPT) when used under company instructions.

"In the course of employment" includes work done after-hours or on personal devices if arising from company instructions, dependencies, or materials.



3. Confidentiality, Non-Use & Non-Circumvention

3.5. No Circumvention: Employee shall not use confidential information to bypass company relationships (e.g., customers, investors, vendors, credit partners).

3.6. Training/Knowledge Capture: Company may record technical onboarding sessions or internal walkthroughs given by the Employee for knowledge capture.

3.7. Use of AI Tools: Any use of AI-powered code generation tools shall be subject to prior written approval and outputs are considered UrProject IP.

4. Security & Data Handling (Expanded)

4.6. Remote Work Security: Employee agrees to use VPN, endpoint protection, and restrict access to company assets while working remotely.

4.7. Device Access: Company may require audit access to company-licensed software/tools on Employee devices.

4.8. Biometric/Identity Data: Any KYC-related access handled by Employee must be processed only per documented protocols; no local caching, screenshots, or use in test environments is permitted.

4.9. Subprocessor Restrictions: Employee shall not onboard contractors or external developers without written approval and signed confidentiality terms aligned with this Agreement.

5. IP Ownership & Rights Clarified

5.7. Assignment Warranties: Employee warrants that any IP developed under this Agreement does not infringe third-party rights and is original or properly licensed.

5.8. IP Vesting Upon Creation: All works vest in UrProject immediately upon fixation, without need for further assignment at time of creation.

5.9. Global Filing: Employee agrees to support UrProject in any jurisdiction where IP registration or assertion is pursued.

5.10. IP in Draft or Abandoned Form: Partial, incomplete, or deprecated codebases and documentation shall still be treated as assignable inventions.

6. Exceptions & Whistleblower Protection

6.4. Whistleblower Safe Harbour: Nothing in this Agreement prohibits lawful reporting of suspected violations to regulatory or enforcement authorities.

6.5. Portfolio Projects: Employee may list on Schedule B any personal tools or libraries for exclusion, but may not reference or reuse UrProject-specific components.



7. Non-Solicitation & Non-Interference (Expanded)

7.2. Non-Circumvention of Teams: Employee shall not assist in poaching or encouraging migration of engineering/design teams from UrProject.

7.3. Recruiter & HR Coordination: Post-termination hiring inquiries must go via UrProject HR or authorized counsel.

8. Conflicts, Dual Engagements & Moonlighting

8.3. Employee shall provide full disclosure of consulting, angel investment, or open-source engagements that overlap with UrProject's core themes (marketplace, labor, payments, identity/KYC, analytics, cloud infrastructure).

9. Legal & Regulatory Compliance

9.3. Employee shall comply with country-specific cybersecurity laws, fintech sandbox requirements, export control restrictions (e.g., U.S. EAR), and platform-specific restrictions (e.g., AWS Acceptable Use Policy).

9A. Legal Intent, Enforcement & Construction

9A.1. This Agreement is entered into voluntarily and with the intent that it shall create legally binding obligations on the parties.

9A.2. Any ambiguity or uncertainty in the interpretation of this Agreement shall not be construed against either party by reason of authorship. Headings are for convenience only and shall not affect interpretation.

9A.3. The Employee acknowledges that they have had the opportunity to obtain independent legal advice prior to signing this Agreement and do so freely and voluntarily.

10A. Further Assurances, Severability & Entire Agreement

10A.1. The Employee agrees to execute, acknowledge, and deliver such further instruments and take such further actions as may reasonably be requested by UrProject to carry out the purposes of this Agreement.

10A.2. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

10A.3. Entire Agreement: This Agreement (including its Schedules) represents the entire understanding between the parties and supersedes all prior communications, negotiations, or agreements.



11–15. Additional Legal Clauses

11.3. Liquidated Damages: In event of proven willful breach (e.g., source code exfiltration), UrProject may claim minimum damages equal to 12 months' gross salary.

12.3. Technical Transition: Employee agrees to conduct proper technical handover, commit unmerged work, and document open issues at termination.

10.3. Continued Restrictions: Employee remains bound by confidentiality and IP obligations after contract termination.

16. Execution & Acknowledgment

Signed for and on behalf of UrProject Limited:

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Authorized Signatory

Name:

Title:

Date:

Signed by the Employee:

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[Employee Name]

National ID/Passport:

Date: