



URPROJECT NON-COMPETE & POST-EMPLOYMENT RESTRICTIONS AGREEMENT

(Enhanced Version – UK, UAE, South Africa)

1. Parties

- (1) UrProject Limited, its affiliates, subsidiaries, successors and assigns ("UrProject");
- (2) Employee

Effective Date: 1st October 2025

Work Location:

Governing Law & Jurisdiction: As set out in Clause 11

2. Purpose & Applicability

This Agreement is entered into to safeguard UrProject's legitimate business interests including, without limitation, trade secrets, confidential information, client relationships, goodwill, and investor relations. It supplements, does not replace, the Employee's employment (or services) contract and is intended to survive its termination or expiry to the extent necessary for enforcement.

3. Key Definitions

- Competing Activity means engaging in, being employed by, consulting for, investing in, or rendering services to any entity which directly or materially competes with UrProject in the design, development, sale, marketing or distribution of products or services substantially similar to those of UrProject, or targeting UrProject's customers or prospective customers.
- Territory means the geographical areas in which UrProject has had operations, clients or business contacts, or has taken concrete steps toward expansion, during the twelve (12) months prior to, or twelve (12) months following, termination of employment.
- Restricted Period means the duration specified in Clause 5.
- Confidential Information includes, but is not limited to, trade secrets, source code, algorithms, system designs, specifications, platform architecture, pricing, customer or supplier lists, business and marketing strategies, investor data, financial information, internal processes, know-how, research & development, and other proprietary or competitively sensitive information, whether marked "confidential" or not.



4. Non-Compete Obligations

4.1 During the Restricted Period and within the Territory, the Employee shall not engage in, assist, own, manage, operate, control, or invest in (directly or indirectly) any Competing Activity, whether as employee, consultant, partner, director, shareholder (other than passive shareholding under 5% in a publicly-traded company), agent, or otherwise.

4.2 The Employee shall not solicit or aid others in setting up or operating any business or venture that is substantially similar to or competes with UrProject.

4.3 The Employee shall not use or disclose for any Competing Activity any Confidential Information or trade secrets of UrProject.

5. Restricted Period

- UK: Twelve (12) months from the Termination Date. Any longer period shall be enforceable only if reasonably necessary to protect UrProject's legitimate business interests (including trade secrets, client relations, etc.), per *Tillman v Egon Zehnder Ltd* [2019] UKSC 32.
- UAE: Up to twelve (12) months in conformity with Federal Decree-Law No. 33/2021, and Ministerial Decision No. 46/2022. The restriction must be proportionate in scope (industry, function), geography, and duration.
- South Africa: Twelve (12) months from the Termination Date, subject to the test of reasonableness under *Reddy v Siemens Telecommunications (Pty) Ltd* 2007 (4) SA 572 (CC), and *Basson v Chilwan* [1993], such that courts may reduce or limit restrictions if found overbroad.

6. Non-Solicitation of Employees, Contractors & Clients

6.1 For twelve (12) months post-Termination, the Employee shall not directly or indirectly solicit, entice, induce or encourage any current or former employee, contractor, or consultant of UrProject to terminate or modify their relationship with UrProject.

6.2 For twelve (12) months post-Termination, the Employee shall not directly or indirectly solicit, entice, induce, or attempt to do business with any client, customer, business partner, or investor of UrProject with whom the Employee had material contact during the final twelve (12) months of their employment, for purposes competitive with UrProject.

7. Intellectual Property & Confidentiality

7.1 The Employee reaffirms and agrees to execute such assignments, documents and acts as may be necessary to vest in UrProject all Intellectual Property (including inventions, improvements, discoveries during employment) created alone or jointly during the term of employment, insofar as they relate to UrProject's business or activities.

7.2 All Confidential Information remains property of UrProject. The Employee shall not use, disclose, or exploit Confidential Information except as required for UrProject's business, both during and after employment.

7.3 Duration: trade secrets and other similarly protected information – indefinite protection; other



Confidential Information – for a period of twenty-four (24) months after Termination, unless superseded by a more protective legal standard (e.g. indefinite under applicable law).

8. Enforcement; Equitable & Legal Remedies

8.1 In the event of breach or threatened breach of any provision of this Agreement, UrProject shall have the right to seek, without limitation:

- an injunction, interdict (in South Africa) or equivalent equitable remedy (including specific performance), without the necessity of showing actual damage or irreparable harm in some jurisdictions;
- damages (compensatory), including but not limited to lost profits, where applicable;
- disgorgement of any profits earned by the Employee from the prohibited Competing Activity;
- liquidated damages (if agreed in writing) provided they are a genuine pre-estimate of UrProject's loss and not a penalty;
- recovery of all enforcement costs (including legal fees on an indemnity basis) and other ancillary costs incurred by UrProject.

8.2 UrProject's right to injunctive and equitable relief shall be cumulative and not alternative, and shall not be diminished by the existence of other remedies.

9. Reasonableness; Severability; Blue-Pencil; Sunset Clause

9.1 The Parties agree that all restrictions in this Agreement are intended to be reasonable, proportionate, and no more than necessary to protect UrProject's legitimate interest (e.g. trade secrets, confidential information, customer goodwill).

9.2 If any provision, or part thereof, is found by a court or arbitral tribunal of competent jurisdiction to be invalid, unenforceable or void (in whole or in part), that provision shall be modified, severed or "blue-pencilled" to the minimum extent necessary to render it enforceable and consistent with the parties' intentions and the law.

9.3 Sunset Clause: This Agreement's enforceable obligations under Clauses 4, 6, 8 will expire permanently either:

- (a) after twenty-four (24) months following Termination, if UrProject has not commenced any legal or arbitral proceeding to enforce them; or
- (b) if the Employee obtains written release or waiver from UrProject in respect of particular restricted activities.

10. Jurisdiction & Governing Law

10.1 UK: This Agreement shall be governed by the laws of England & Wales.

10.2 UAE: Governing law as appropriate under Federal Decree-Law No. 33/2021.

10.3 South Africa: Governing law of the Republic of South Africa.



11. Dispute Resolution & Jurisdiction

11.1 For disputes arising under this Agreement:

- UK: Arbitration under LCIA, seat London;
- UAE: Arbitration under DIFC-LCIA;
- South Africa: Arbitration under AFSA, seat Johannesburg.

11.2 Either party may seek interim relief from a court of competent jurisdiction pending arbitration.

11.3 Arbitration shall be conducted in English, and the prevailing party may recover costs.

12. Consideration

UrProject confirms that the Employee has received valid consideration for the promises made herein, including continued employment and access to confidential information.

13. Miscellaneous

13.1 This Agreement shall not prevent the Employee from lawful employment in non-competing roles.

13.2 The restrictions are no wider than reasonably necessary.

13.3 Entire Agreement: This document supersedes all prior agreements on the subject.

13.4 Amendment: Only in writing signed by both parties.

13.5 Notices: Delivered in writing to addresses in Clause 1.

14. Execution

Executed as a deed (where required) or agreement (as law allows) on the Effective Date:

For UrProject Limited:

Name: _____

Title: _____

Signature: _____

Employee:

Name: _____

Signature: _____

Date: _____