



NON-DISCLOSURE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Effective Date: Nov 27, 2025

Between:

- **Company:** Fractal AI Inc, a Wyoming company with a business address at 15566 NE 22nd Pl Apartment 852, Bellevue, WA 98007 ("Company")
- **Consultant:** Salvine Nambuye Baraza an individual residing at P.O. Box 143-00232, Ruiru -Kenya ("Consultant")

I. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

1.1 Definition of Confidential Information

Confidential Information includes all non-public, proprietary information disclosed by Company to Consultant, whether orally, in writing, electronically, or visually, including but not limited to:

- Trade secrets, know-how, techniques, processes, and methodologies
- Business plans, strategies, financial information, and customer data
- Technical specifications, designs, algorithms, and source code
- Marketing strategies, pricing information, and competitive intelligence
- Any information marked "Confidential" or that reasonably should be considered confidential

1.2 Non-Disclosure Obligations

Consultant agrees to:

- Maintain strict confidentiality of all Confidential Information
- Use Confidential Information solely for performing services under this Agreement
- Not disclose Confidential Information to any third party without Company's prior written consent
- Take reasonable security measures to protect Confidential Information, including implementing appropriate data security protocols
- Return or destroy all Confidential Information upon termination of this Agreement

1.3 Exclusions

The confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no breach by Consultant
- Was known to Consultant prior to disclosure by Company
- Is independently developed by Consultant without use of Confidential Information

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- Is required to be disclosed by law or court order (with prior notice to Company)

II. INTELLECTUAL PROPERTY ASSIGNMENT

2.1 Assignment of Intellectual Property

Consultant hereby assigns, transfers, and conveys to Company all rights, title, and interest in and to any and all intellectual property created, developed, conceived, or reduced to practice by Consultant during the term of this Agreement in connection with services performed for Company, including:

- Patents, patent applications, and inventions
- Copyrights and copyrightable works
- Trademarks, service marks, and trade names
- Trade secrets and confidential information
- Software, source code, and documentation
- Designs, specifications, and technical drawings
- Any improvements, modifications, or derivative works

2.2 Work Made for Hire

To the extent permitted by law, all work performed by Consultant shall be considered "work made for hire" under U.S. copyright law. Where work made for hire does not apply, this Agreement serves as an assignment of all rights to Company.

2.3 Pre-Existing Intellectual Property

Consultant retains ownership of all intellectual property that existed prior to this Agreement ("Background IP"). However, Consultant grants Company a non-exclusive, royalty-free, perpetual license to use any Background IP that is incorporated into or necessary for the use of assigned intellectual property.

2.4 Future Assurances

Consultant agrees to:

- Execute any additional documents necessary to perfect Company's ownership rights
- Assist Company in obtaining and enforcing intellectual property protections
- Provide testimony and cooperation in any IP-related proceedings
- Disclose promptly all inventions and creations made during the engagement

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III. REPRESENTATIONS AND WARRANTIES

3.1 Consultant Representations

Consultant represents and warrants that:

- Consultant has the full right and authority to enter into this Agreement
- The assigned intellectual property is original and does not infringe third-party rights
- Consultant is not bound by any conflicting agreements that would prevent performance
- All assigned intellectual property is free from liens, claims, and encumbrances

3.2 Waiver of Moral Rights

To the extent permitted by law, Consultant waives any moral rights or similar rights in the assigned intellectual property.

IV. LEGAL PROVISIONS

4.1 Term and Termination

This Agreement shall remain in effect during the consulting relationship and for a period of five (5) years thereafter for confidentiality obligations. IP assignment provisions shall survive termination indefinitely.

4.2 Remedies and Enforcement

Consultant acknowledges that breach of this Agreement may cause irreparable harm to Company for which monetary damages would be inadequate. Therefore, Company shall be entitled to seek injunctive relief and other equitable remedies, in addition to all other available remedies.

4.3 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any disputes arising under this Agreement shall be resolved exclusively in the courts of New York County, New York, and both parties hereby consent to the personal jurisdiction of such courts.

4.4 Enforceability Requirements

To ensure enforceability in New York courts, this Agreement:

- Contains reasonable restrictions that protect legitimate business interests
- Includes adequate consideration for the obligations imposed


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- Specifies clear geographic and temporal limitations where applicable
- Balances Company's interests with Consultant's rights

4.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

4.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof. This Agreement may only be modified in writing signed by both parties.

V. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

A handwritten signature in black ink, appearing to read "MDY".

Mehmet Derya Yinanc
CEO
Date: Nov 27, 2025

CONSULTANT:

A handwritten signature in blue ink, appearing to read "SNB".

Salvine Nambuye Baraza
Date: 28/11/2025