**BUSINESS PLAN AND TRADE SECRETS NON-DISCLOSURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum made and entered into by and between:

The **PHOSCLAY CHEMICAL MANUFACTURING**, with office address at the Block 16 Lot 1-A, Brgy. San Dionisio, Dasmariñas City, Cavite, 4114 herein represented by **MR. RAKIM N. DAURONG**, **SOLE PROPRIETOR/ OWNER** hereinafter referred to as the **“*First Party*”;**

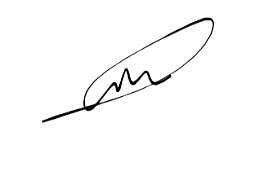
- and -

EMMANUEL MANALO of legal age, SINGLE, Filipino and a resident of 1823 BRGY. STO ANGEL NHA, SAN PABLO CITY, Laguna, INTERN hereinafter referred to as the ***“Second Party”;***

**WITNESSETH: That -**

For and in consideration of the foregoing premises, the Parties hereto bind themselves mutually to the following terms and conditions:

**1. Confidential Information**

“Confidential Information” is proprietary trade secret information contained within and relating to Disclosing Party’s business plan including but not limited to: business description, marketing plan, sales revenue forecast., profit and loss forecast, capital spending plan, cash flow forecast, future trends, personal plan, business goals, personal financial statement, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential, and such matters relating to chemical formulation, mechanical and manufacturing processes. More so, it means all engineering and business information (including prototypes, drawings, data, trade secrets and intellectual property) which: i. if tangible, is identified in writing as confidential at the time of its disclosure to the recipient; or ii. If intangible,3= is identified at the time of disclosure to the recipient as confidential and is later promptly confirmed in writing within one (1) month from the date disclosure as being confidential.

EMMANUEL MANALO

FEBRUARY 2, 2023

2. **Non-Disclosure**

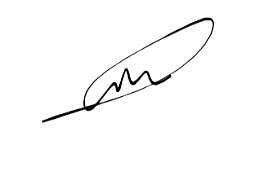
Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

Receiving Party will carefully restrict access to Confidential Information to those of its officers, directors and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Receiving Party’s behalf in the analysis and negotiation of a business relationship or any contract or agreement with Disclosing Party. Receiving Party will advise each officer, director or employee to whom it provides access to any Confidential Information that they are prohibited from using it or disclosing it to others without Disclosing Party’s prior written consent;

**3. Return of Business Plan Materials and Trade Secrets**

Upon Disclosing Party’s request, Receiving Party shall within 30 days return all original materials provided by Disclosing Party and any copies, notes or other documents in Receiving Party’s possession pertaining to Confidential Information

**4. Exclusions**

 This agreement does not apply to any information that: (a) was in Receiving Party’s possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval;

EMMANUEL MANALO

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**5. Terms**

This Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until April 20, 2031 or until whichever of the following occurs first: (a) Disclosing Party send Receiving Party written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be a trade secret. The Second Party should not be employed or establish to any similar or related Company of the First Party;

**6. No Rights Granted**

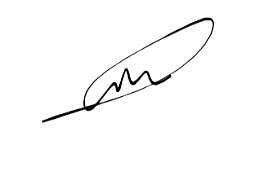
This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in Confidential Information to Receiving Party;

**7. Warranty**

Disclosing Party warrants that it has the right to make the disclosures under this Agreement.

**8. General Provisions**

1. **Relationships**. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures or employee of the other party for any purpose;
2. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
3. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties;



1. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights;

EMMANUEL MANALO

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1. **Injunctive Relief.** Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party;
2. **Indemnity.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party’s breach of this Agreement;
3. **Attorney Fees and Expenses**. In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures;
4. **Governing Law.** This Agreement shall be governed in accordance with the laws of the Republic of the Philippines;
5. **Jurisdiction.** The parties consent to the exclusive jurisdiction and venue of the Judicial Courts in Dasmariñas City, Cavite in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise;
6. **Successors & Assigns.** This Agreement shall bind each party’s heirs, successors and assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Disclosing Party. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which Receiving Party own more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all of the assets of receiving Party to any party. Any assignment or transfer in violation of this section shall be void.
7. **Penalty Clause.** Any form of unauthorized disclosure of confidential information pertaining to Business Plans and Trade Secrets, the First Party may file a criminal case for IMPRISONMENT under Revised Penal Code of the Philippines and Special Penal Laws and a civil case under Civil Code of the Philippines for any violation of this Agreement. The First Party may demand and file an Actual and Nominal DAMAGES, such as, for First offense- Php 5,000,000.00; for Repetition of the same – Php 10,000,000.00.

**IN WITNESS WHEREOF**, both parties have hereunto set their hands this \_\_\_ day of \_\_\_ 2022, Dasmariñas City, Cavite, Philippines.

**Disclosing Party:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FIRST PARTY**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**

EMMANUEL MANALO

**SECOND PARTY**

Date:FEBRUARY 2, 2023

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REPUBLIC OF PHILIPPINES**

**PROVINCE OF CAVITE )**

**City of Dasmariñas, Cavite ) S.S.**

**BEFORE ME**, a Notary public for and in the City of Dasmariñas, Cavite, this \_\_\_ day of \_\_\_ 2022, City of Dasmariñas, Cavite personally appeared,

**NAME VALID I.D. NUMBER**

1. Emmanuel Manalo NATIONAL ID 6317-6845-9250-9780

2. Emmanuel Manalo PHILHEALTH ID 08-251578625-9

To me to be as same persons who executed the foregoing BUSINESS PLAN AND TRADE SECRETS NON-DICLOSURE AGREEMENT and acknowledge to me that the same are their free and voluntary act and deed.

**WITNESS MY HAND AND SEAL** on the date and place above written.

Doc. No. \_\_\_;

Page No. \_\_\_;

Book No. \_\_\_;

Series of 2022.