## RELEASE, WAIVER AND QUITCLAIM

## **KNOW ALL MEN BY THESE PRESENTS:**

- I, <u>Shairyn Rose Fabro</u>, with employee ID number <u>1920642</u>, of legal age and with residence address at San Jose, Nueva Ecija 3121 Philippines, do hereby state under oath that:
- 1. I was an employee of Foundever Philippines (the "Company").
- 2. I understand and agree that the full amount of three thousand seven hundred and thirty one and fifty four cents (Php <u>3731.54</u>) representing my final and separation pay and constituting full and final settlement of any and all claims, compensation, benefits and emoluments due or arising from my employment with the Company and/or in the course of the cessation of my employment with the Company, due me from the Company, its subsidiaries and affiliates, their respective stockholders, officers, trustees, directors, agents or employees, whether such amount are due by virtue of any law, Company programs and/or Company practices.
- 3. For and in consideration thereof, I hereby unconditionally and absolutely release, remise and forever discharge the Company, its subsidiaries and affiliates, their respective stockholders, officers, trustees, directors, agents or employees, from any and all claims or actions, whether civil, criminal, administrative or otherwise, including but not limited to claims for sums of money, unpaid wages, salaries, separation pay, retirement pay, leave credits or bonuses or other obligations arising from any contract, agreement, plan or from any and all incidents of my previous employment with the Company or the cessation of my employment with it, whether arising from any company policy, company grant, or established practice.
- 4. I recognize and acknowledge that my separation is due to my voluntary resignation or just and authorized cause and that due process was duly accorded to me. I hereby waive in a manner absolute any other claim or right of action which I may have, in law or in equity, of whatever nature, whether past, present, or contingent against the Company its subsidiaries and affiliates, their respective officers, stockholders, employees, directors and agents and their respective heirs, successors or assigns.
- 5. I undertake not to do or cause anything prejudicial and detrimental to the interests of the Company or any of its departments, divisions, subsidiaries and affiliates, stockholders, officers, trustees, directors, agents, employees or officers, including but not limited to disparaging (or inducing or encouraging others to disparage) the Company and/or any of the foregoing individuals. The term "disparage" includes without limitation, making any statement that would adversely affect in any manner the conduct of the Company's and its subsidiaries' and affiliates' businesses, and their reputation and/or any of the foregoing individuals, and/or the personal reputation of any of the foregoing individuals. Neither shall I participate, actively or inactively, in any present or future action or claims against the Company or any of its departments, divisions, subsidiaries and affiliates, stockholders, officers, trustees, directors, agents, employees or officers, by any person or entity. I also agree to observe the terms and conditions of my contract of employment with the Company which are by the terms thereof required to be observed and performed even after the cessation of my employment with the Company.
- 6. I will not at any time nor in any manner whatsoever, directly or indirectly, disclose to any person or entity any knowledge or information of any kind and/or character relating to the business or operation of the Company, including but not limited to, any of its clients, its manner of operation, plans, processes, practices, programs, corporate schemes, or data of any kind or character which I acquired, learned, or received during my employment. I bind myself to indemnify the Company for any and all damages that it may suffer or will suffer as a result of my violation of this obligation.

- 7. I shall render every cooperation and assistance which the Company may require and unconditionally obligate myself to turn-over and account for all the records, books, properties and assets of the Company which had been placed in my custody in the course of my employment, and to answer for any and all damages, of whatever nature, that the Company may suffer or will be liable to suffer as a result of my violation of this obligation.
- 8. When applicable, I also affirm that, in accordance with the employment contract I signed with the Company, I shall not engage in any employment, activity or business that would compete or conflict with the business of the Company or its customers with whom the Company conducts business, within one (1) year from cessation of my employment, and that I will not seek to induce or encourage any customers to take any action which results in their discontinuance or reduction in the level of business previously conducted with the Company or to compete with the Company for such business within one (1) year from cessation of my employment, unless longer periods were provided in my employment contract.
- 9. I also affirm and acknowledge the consent I previously gave to the Company allowing, among others, the Company to process my personal information pursuant to legitimate purpose and processing even after the cessation of my employment with the Company as provided in the Consent Form I signed.
- 10. In case this amount is zero, I acknowledge that the same is because there is no longer any amount due to me and that I agree with the process undertaken to arrive at the final amount.
- 11. I finally declare that I have read this document entitled Release, Waiver and Quitclaim, and fully understood every word of it and its meaning and have affixed my signature hereunder voluntarily and freely, without force, violence, duress, threat or intimidation, with the full and complete knowledge of the meaning and intent of this document and of my rights under existing laws.

IN	WITNESS	WHEREOF,	-1	have	hereunto	set	my	hand	this	4	day	of_	February	2025	_ at
Lu	pao, Nueva	Ecija													

Shairvn Rose Fabro

Date: February 4, 2025

## **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)	
)	S.S

Payroll Reference No

Name	Valid IDs (No./Place & Date Issued)
ne/she executed the foregoing Release, Waiver an	dence of his/her identity and who acknowledged before me that d Quitclaim, consisting of 3 pages, and that his/her signature or for the purposes stated therein, and that he/she executed the eed.
Nitness my hand and seal on	
Doc. No; Page No; Book No; Beries of 2023.	
FOR FINANCE USE ONLY	
Accounting Reference No	
Reviewed by	









