

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into by and between:

Tamaraw Technohub Inc. a company duly registered and existing under the laws of the Philippines, herein represented by its Incorporators, with business address at 5th Floor Megalife Building, Juan Luna Street, Barangay San Vicente, Calapan City, Oriental Mindoro, hereinafter referred to as **EMPLOYER**,

and

CHARYBETH DALISAY, of legal age, married/single and with residence at
PLA ORIENTAL MINDORO, hereinafter referred to as **EMPLOYEE**,

WHEREAS, **EMPLOYER**, is willing to share with **EMPLOYEE** information or material that has or can have commercial value or other utility in the business and operation which **EMPLOYER** is engaged in.

WHEREAS, **EMPLOYEE**, during his/her engagement, shall have access to information and materials that are critical to the business and operation of **EMPLOYER**.

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information"), subject to the following conditions:

1. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or can have commercial value or other utility in the business in which **EMPLOYER** is engaged. The **EMPLOYEE** understands and agrees not to disclose or divulge any confidential or proprietary company information to any third party during or after their employment. Additionally, the Employee shall refrain from soliciting or attempting to solicit any Company clients whom they became acquainted with during their employment, even after the termination of this Agreement. The Confidential Information can either be in written or non-written form.

2. Exclusions from Confidential Information.

EMPLOYEE'S obligations under this Agreement do not extend to information that is:
(a) publicly known at the time of disclosure or subsequently becomes publicly known; (b) learned by the **EMPLOYEE** through legitimate means other than from the **EMPLOYER**; or
(c) is disclosed by **EMPLOYEES** with **EMPLOYER's** prior approval.

3. Obligations of EMPLOYEE.

EMPLOYEE shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the **EMPLOYER**. **EMPLOYEE** shall carefully restrict access to Confidential Information to **EMPLOYEES**, contractors and third parties as is reasonably required. **EMPLOYEE** shall not, without prior Approval of **EMPLOYER**, use for his/her own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of **EMPLOYER**, any Confidential Information. **EMPLOYEE** shall return to **EMPLOYER** any and all records, notes, and other

written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon request of the EMPLOYER.

4. **Breach of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** shall render the EMPLOYEE liable for criminal and civil liabilities under the applicable laws and shall be a cause for the immediate termination of EMPLOYEE'S engagement.

5. Time Periods.

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and EMPLOYEE'S duty to hold Confidential Information in confidence shall remain in effect for the duration of the EMPLOYEE'S engagement and until TWO (2) years from the termination of engagement. EMPLOYEE is, likewise, released from this Agreement until the Confidential Information no longer qualifies as a trade secret.

6. 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 give full effect to the intent of the parties.

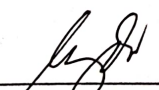
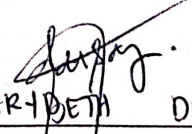
7. Integration.

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.

8. Waiver.

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

IN WITNESS WHEREOF, the parties hereto executed this Contract in Calapan City this 12 **th** day of APRIL 2024.

<p>TAMARAW TECHNOHUB INC.</p> <p>By: </p> <p>KRISTINE C. TEJIDA Human Resources Officer</p>	<p> CHARLYBETH DALISA</p> <p>Employee's Signature Over Printed Name</p>
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