

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

Rosenie M. Villanueva of legal age, married/single and with residence at Pito Lagunong Brgy. Canungui Cal. City, 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