**NON-DISCLOSURE AGREEMENT**

**PARTIES**

This **Non-Disclosure Agreement** (hereinafter referred to as the “**Agreement**”) is entered into on **October 28, 2025** (the “**Effective Date**”) and shall remain in effect for one **(1) year** thereafter, until **October 28, 2026**, unless terminated earlier by written notice of either Party.

The **authorized security testing** period shall take place between **October 28, 2025** and **November 8, 2025**.

This Agreement is made by and between **ALMV Thesis Group**, led by Angela Samboa, with an address in Valenzuela City (hereinafter referred to as the “**Disclosing Party**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “**Receiving Party**”) (collectively referred to as the “**Parties**”).

**PURPOSE**

The Receiving Party acknowledges that any confidential information, software, or assets provided under this Agreement are for the sole purpose of conducting authorized security testing of freeware owned or managed by the Disclosing Party. No other use, reproduction, or distribution of the materials or results is permitted without the prior written consent of the Disclosing Party.

**DATA HANDLING AND RETENTION**

The Receiving Party agrees to handle all confidential information, software, credentials, or test assets provided by the Disclosing Party in a secure manner consistent with industry best practices.

All copies, backups, or derived materials containing or referencing confidential information shall be **permanently deleted or destroyed within ten (10) calendar days** following the completion of the security testing or upon written request by the Disclosing Party, whichever occurs first.

Upon request, the Receiving Party shall provide **written confirmation and proof** that such deletion or destruction has been completed.

**SECURITY TESTING RESULTS**

The Receiving Party agrees that any findings, results, or reports produced from the security testing shall be delivered exclusively to the Disclosing Party and shall not be shared, published, or disclosed to any third party without prior written consent.

The Disclosing Party retains sole ownership of all testing results, findings, and related intellectual property from the testing activity.

**LIMITATION ON USE**

The Receiving Party shall not perform testing outside the agreed scope, such as denial-of-service attacks, social engineering, or any other unauthorized activity that could impair systems, data, or networks of the Disclosing Party.

The freeware and related materials remain the exclusive property of the Disclosing Party; no license or ownership rights are granted beyond the scope of this Agreement.

The Receiving Party shall not copy, sell, distribute, or reverse engineer any part of freeware or related assets beyond what is necessary for agreed-upon testing.

**CONFIDENTIAL INFORMATION**

The Receiving Party agrees not to disclose, copy, clone, or modify any confidential information related to the Disclosing Party and agrees not to use any such information without obtaining consent.

“Confidential information” refers to any data and/or information that is related to the Disclosing Party, in any form, including, but not limited to, oral or written. Such confidential information includes, but is not limited to, any information related to the business or industry of the Disclosing Party, such as discoveries, processes, techniques, programs, knowledge bases, and any other services related to the Disclosing Party.

**RETURN OF CONFIDENTIAL INFORMATION**

The Receiving Party agrees to return all the confidential information to the Disclosing Party upon the termination of this Agreement.

**OWNERSHIP**

This Agreement is not transferable and may only be transferred by written consent provided by both Parties.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the proper courts of Valenzuela City, Philippines.



**TERM AND TERMINATION**

This Agreement shall remain in effect from the Effective Date until the completion of the authorized security testing and the verified deletion of all related materials, unless terminated earlier in writing by either Party.

Clauses relating to confidentiality, data destruction, and ownership shall survive the termination of this Agreement.

**SIGNATURE AND DATE**

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

10-28-2025

|  |  |
| --- | --- |
| DISCLOSING PARTY  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Angela Samboa  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | RECEIVING PARTY  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |