



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

ALLIANCE SOFTWARE, INC., a corporation duly existing under and by virtue of the law of the Philippines with principal office at 14F Buildcom Center, Sumilon Road, Cebu Business Park Cebu City, hereinafter known as the FIRST PARTY;

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Clint Sumodobila, of legal age, Filipino citizen, and a resident of San Vicente, Bacayon, Bohol, Cebu City hereinafter known as the SECOND PARTY.

In this Agreement, **Second Party** and **First Party** shall, as the context may require, be collectively referred to as “the parties”, and individually referred to as “a party”.

WHEREAS, the parties, for their mutual benefit, may have already exchanged and wish to further exchange certain information of a confidential nature in connection with the proposed Partnership Program (the “**Purpose**”), and each party has agreed to protect the confidential information of the other party in accordance with the terms and conditions hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

1.) The term “**Confidential Information**” shall include (a) all technical, commercial, marketing, financial and other information, data, ideas, programs, processes and documents relating to the business or technology of a party or of any of its affiliates and subsidiaries which is disclosed by such party or any of its affiliates and subsidiaries (the “ **Furnishing Party**”) or a third party on behalf of the Furnishing Party to the other party (the “**Receiving Party**”) in connection with the Purpose, whether in writing, orally, in the form of samples, models, computer software, or otherwise, and which has been conveyed or marked as “**Confidential**” or “**Proprietary**” or which in any manner indicate its confidential and/or proprietary nature, and (b) analysis, compilations, studies and other document or machine readable information prepared by a Receiving Party which contain or otherwise reflect or are generated from the information specified in (a) above and the disclosure of which would result in the disclosure of any information specified in (a) above.

2.) Confidential Information does not include information that:

a.) was already publicly known at the time of its disclosure or becomes thereafter publicly known otherwise than through the act or omission of the Receiving Party or of its officers, employees, agents, advisors or directors;

b.) the Receiving Party can show (i) was already in its possession or known to the Receiving Party at the time of disclosure by being in its use or by being recorded in its files or computers or other recording media prior to receipt from or on behalf of the Furnishing Party or was not previously acquired by the Receiving Party from or on behalf of the Furnishing Party or; (ii) was independently developed at any time by the Receiving Party for purposes other than the Purpose, without using the Confidential Information; and

c.) is rightfully obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure and without breach by the Receiving Party or by such source of any obligation of confidentiality towards the Furnishing Party or any of its subsidiaries; or

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d.) is requested to be disclosed (i) pursuant to an order of a court or (ii) by a regulatory body or (iii) under any written law or (iv) by a Minister or governmental body pursuant to any lawful regulatory order or requirements, in which case the Furnishing Party shall be advised of such request and the information to be disclosed not less than five (5) business days prior to disclosure.

3.) The Receiving Party shall:

- a.) keep secret and confidential the Confidential Information of the Furnishing Party;
- b.) not disclose the Confidential Information of the Furnishing Party to any third party (which terms shall be understood to include any natural or individual person) other than to its affiliates, subsidiaries, directors, officers, employees, agents and professional advisors who are required in the reasonable course of their duties to know the Confidential Information in connection with the Purpose and who are bound by obligations of confidentiality no less effective than those contained herein;
- c.) use the Confidential Information only to the extent necessary in connection with the Purpose;
- d.) use all reasonable endeavors to establish and maintain satisfactory security measures to safeguard the Confidential Information from unauthorized access or use; and
- e.) keep confidential the existence of this Agreement and the fact that the parties are meeting with or receiving Confidential Information from each other.

4.) The Receiving Party undertakes not to make or have made any copy, record or duplication of any of the Confidential Information or reduce it into writing or in any medium if disclosed orally, without the prior written consent of the Furnishing Party, except to the extent that is reasonably necessary for the Purpose.

5.) The Receiving Party shall be liable for:

- a.) inadvertent or deliberate disclosure of the Confidential Information; and
- b.) unauthorized disclosure or improper use of the Confidential Information.

Notwithstanding the foregoing, the Receiving Party shall use the same degree of care in safeguarding the Confidential Information as it uses for its own proprietary information of like importance (but not less than reasonable care) and, upon discovery of any inadvertent or unauthorized disclosure, shall notify the Furnishing Party and take reasonable measures to prevent any further disclosure

In the event that a Receiving Party is requested or required in any legal or regulatory proceedings to disclose (a) any Confidential Information or (b) any information relating to its opinion, judgment or recommendations concerning the Furnishing Party or the Purpose as developed from the Confidential Information of the Furnishing Party, the Receiving Party shall provide the Furnishing Party with prompt notice of any such request or reference in order that the Furnishing Party may seek an appropriate protective order or waive the Receiving Party's compliance with the provisions of this Agreement. From the receipt by the Furnishing Party of a protective order or the receipt by the Receiving Party of a waiver hereunder within the period that the Furnishing Party is required to make a disclosure, then, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises in writing that it is compelled to disclose. In any event, the Receiving Party will not oppose any action by the Furnishing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

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6.) The Receiving Party represents and warrants that its security measures and degree of care in safeguarding the Confidential Information provide adequate protection against inadvertent, unauthorized or improper disclosure.

7.) All Confidential Information of the Furnishing Party, including any copies thereof, shall remain the property of the Furnishing Party, and shall be promptly returned or destroyed by the Receiving Party upon receipt of the Furnishing Party's written request therefor or upon the termination of this Agreement. Upon such request, all copies made by the Receiving Party of the Confidential Information of the Furnishing Party shall be promptly destroyed or sent by the Receiving Party to the Furnishing Party, at the Furnishing Party's option.

8.) All proprietary rights in the Confidential Information of the Furnishing Party shall remain vested in the Furnishing Party. Nothing contained in this Agreement shall be construed as granting or conferring upon the Receiving Party, whether expressly or by implication, any right by license or otherwise or any proprietary or statutory right over the Confidential Information of the Furnishing Party, whether existing prior to or coming into existence after the effective date of this Agreement.

9.) The parties acknowledge that damages are not a sufficient remedy for breach of this Agreement and that a party shall be entitled to the remedy of injunction, specific performance and other legal and equitable relief for any threatened or actual breach of this Agreement. In addition to any other remedies available to the Furnishing Party at law or in equity, the Furnishing Party shall be entitled to damages which shall include without limitation all direct costs, litigation expenses and reasonable attorney's fees incurred by the Furnishing Party in the enforcement of its rights under this Agreement.

10.) Nothing in this Agreement shall constitute an obligation of either party to enter into a business relationship with respect to the Purpose or shall preclude, impair or restrict either party from continuing to engage in its business. Should either party inform the other that it no longer desires to pursue the Purpose, then each party shall cease and not make any further use, whether for its own benefit or that of any third party, of the Confidential Information of the other party and its affiliates and subsidiaries.

11.) This Agreement shall become effective when duly signed by the parties. The obligation of Confidentiality shall be effective for a period of five (5) years from the date hereof even if during such period the parties suspend or terminate their discussions in connection with the Purpose.

12.) The Furnishing Party makes no representations, does not warrant, and shall have no liability whatsoever with respect to the accuracy or completeness of any Confidential Information disclosed by or on its behalf or that of its affiliates and subsidiaries pursuant to this Agreement or the use thereof by the Receiving Party in connection with the Purpose.

13.) All notices under this Agreement shall be in writing, sent by telex, facsimile or first class registered or recorded delivery post to the party being served at its address specified above or at such address of which such party shall have given notice as aforesaid. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be, but in all cases shall have been received by the party being served.



14.) This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in respect of Confidential Information.

15. This Agreement has been signed by the parties in three (3) identical copies of which each party has taken one. A provision of or a right created under this Agreement may not be waived except in writing by the party granting the waiver.

16. No relaxation, forbearance or delay by a party in enforcing any of the terms of this Agreement shall prejudice, affect, or restrict that party's rights nor shall a waiver by any party of any breach of this Agreement operate as a waiver of any subsequent or continuing breach hereof.

17. This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by any party without the prior written consent of the other party.

18. This Agreement shall be governed by the laws of the Republic of the Philippines. In case of any dispute arising out of or in connection with this Agreement, each of the parties hereby agree to submit to the exclusive jurisdiction of the proper courts of the City of Cebu, Philippines, to the exclusion of other courts.

IN WITNESS WHEREOF, the parties hereto have set their hands on
June 14, 2023

Signed

By:

A handwritten signature in black ink, appearing to read 'Sumodobila, Clint A.', with a stylized flourish at the end.

Name: Sumodobila, Clint A.

Title: Second Party

Signed for and on behalf of Alliance
Software, Inc.

By:

Noted by:

Name: Diane G. Ofonda
/Annalie P. Minoza

Title: BU Head

Name: Geraline G. Sagun

Title: AVP-HR