**MUTUAL NON-DISCLOSURE AGREEMENT**

This mutual non-disclosure agreement is made and entered into as of February 8, 2023 between **CHANDEL JYNE C. CARABIO** resident at Pusok st. Lapu Lapu, Cebu City and **Exis Inc.** with office address at Imperial Apartment, F. Gochan St., Mabolo, Cebu City

***Purpose.*** The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

"Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances. Information communicated orally shall be considered Confidential Information if such information is confirmed as being Confidential Information within a reasonable time after the initial disclosure.

Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which:

1. was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party;
2. becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party;
3. is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure;
4. is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
5. is independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
6. is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

***Non-use and Non-disclosure***. Each party shall not use the Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Neither party shall disclose any Confidential Information of the other party to third parties. If any party makes copies of the Confidential Information of the other party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

***Data Protection.*** Each Party shall use reasonable endeavors to procure that they comply with their respective obligations under all applicable law regarding data protection (General Data Protection Regulation, Data Privacy Act of 2012, etc.) in relation to all Personal Data that is processed while performing its obligations.

Exis Inc. acknowledges that, to the extent the other party is a data processor within the meaning of the Data Protection Laws, the other party shall use all reasonable endeavors to ensure that he/she:

1. shall not process personal data, except in accordance with the instructions of Exis Inc., or the requirements of GDPR or Data Privacy Act of 2012
2. impose confidentiality obligations on all personnel who process the relevant data;
3. must ensure the security of the personal data that it processes
4. at the Exis Inc.'s election, shall either return or destroy the personal data at the end of the relationship (except as required by EU or Member State law)
5. must provide all information necessary to demonstrate compliance with the GDPR or DPA of 2012 to Exis Inc. or its client upon request.
6. shall not appoint a third-party processor without the prior written consent of Exis Inc. Where Exis Inc. agrees to the appointment a third-party processor, those third-party processor must be appointed on the same terms as are set out in the contract between the parties, and in any case in accordance with Art.28(1)-(2) of GDPR
7. shall abide by the rules regarding appointment of third-party processors
8. inform Exis Inc. if the processing instructions may infringe any applicable data protection laws
9. cooperate with the relevant Data Protection Authorities in the event of an enquiry

***Maintenance of Confidentiality.***Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information, and shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware. Each party shall disclose Confidential Information only to those officers, directors, employees and contractors who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship, and such party shall remain responsible for compliance with the terms of this Agreement by its officers, directors, employees and contractors.

***No Obligation***. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

***No Warranty***. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

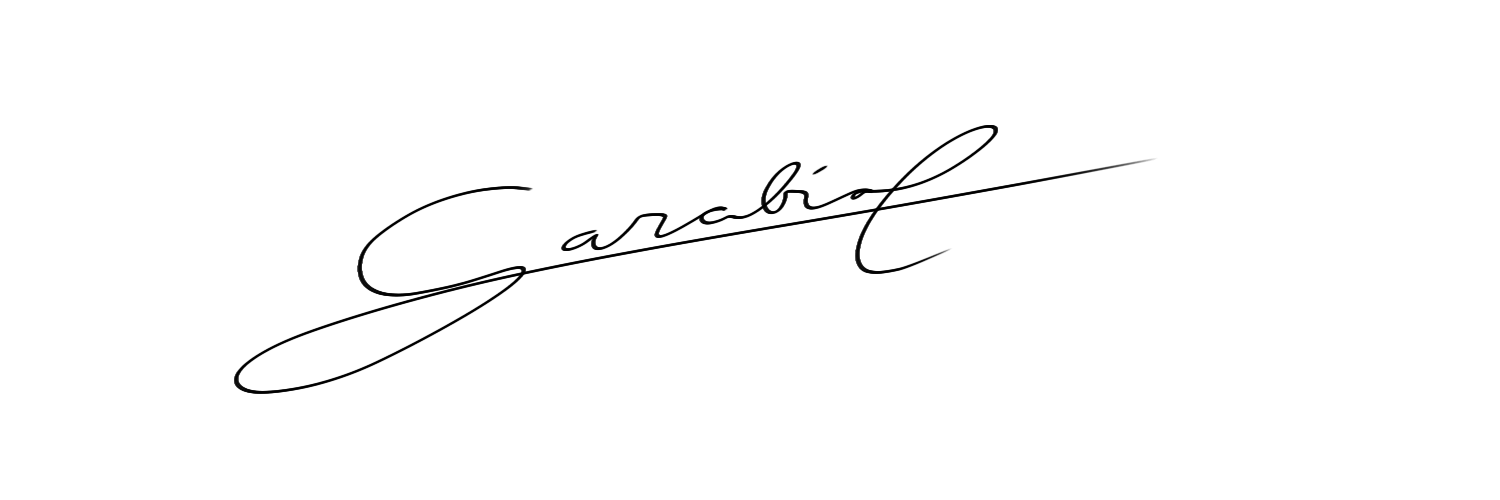
***Return of Materials***. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.

***No License***. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

***Term***. The obligations of each receiving party hereunder shall survive for a period of three years after the disclosure of the Confidential Information or until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

***Remedies***. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

***Miscellaneous***. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be governed by the laws of Estonia. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as either party may specify to the other in writing form time to time.

****This Mutual Non-Disclosure Agreement is executed and agreed to by:

**JAY PAUL AYING CHANDEL JYNE C. CARABIO**

Operations Manager Professional

Exis Inc. Philippines Corporation