

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into between Forecasting, Planning and Technologies, Inc., a corporation duly organized and existing under the laws of the Philippines with principal office address at 5th Floor, OPPEN Building, 349 Senator Gil Puyat Avenue, Makati City, (the "Company") and myself, the undersigned. I expressly acknowledge, the Company and I, intending to be legally bound, hereby agree as follows:

1. Company Confidential Materials and Information.

The following materials and information, whether previously existing, now in existence or to be developed or created during the term of my engagement by the Company (hereinafter referred to as "Company Confidential Information") are covered by the Agreement. Company Confidential Information includes information and materials of the Company's Clients.

- a. **Business Procedures.** All information concerned or relating to the way the Company conducts its business which is not generally known to the public (such as internal business procedures, controls, plans, techniques and policies, identity of suppliers, financial information and employee information), and all physical embodiments of all such information.
- b. **Marketing Plans and Customer Lists.** All information pertaining to the Company's marketing plans and strategies, forecasts and projections, marketing, pricing and quotation practices, procedures and policies, credit terms and customer data, including the identity of customers and prospective customers, contracts and contract terms, requirements, specifications and all physical embodiments of all such information.
- c. **Products and Services.** All information relating to the Company's products and services, whether existing or in any stage of research, development or planning, which is not generally known to the public or within the industry in which the Company operates, and all physical embodiments of all such information.
- d. **Software.** Software. All computer programs that the Company makes available for use by me. (I acknowledge that certain programs have been provided to the Company by third parties who regard such software as confidential and have required the Company to safeguard the confidentiality of the same.)
- e. **Information Not Generally Known.** Any information in addition to the foregoing which is not generally known to the public or within the industry in which the Company competes which gives the Company an advantage over its competitors, and any information received by the Company from others and intended by the providers to be maintained by the Company in confidence, and all physical embodiments of all such information.



2. General Knowledge.

The general skills, knowledge and experience gained during my engagement with the Company, and information publicly known or generally available within the industry in which the Company operates is not considered Company Confidential Information.

3. Interns Obligations.

During my engagement with the Company, I acknowledge and agree that I will have access to Company Confidential Information and materials of Company and/or the Company's Clients and will occupy a position of trust and confidence with respect to the Company's or its Clients affairs and business. I agree to take the following steps to preserve the confidential and proprietary nature of Company and Company's Clients Confidential Information:

- a. **Non-Disclosure.** During or after my engagement with the Company, I will not use any Confidential Information in any way other than for the business purposes of the Company, and I will not disclose or transfer any of the Company Confidential Information other than as authorized by the Company within the scope of my duties with the Company. I understand that I am not permitted to sell, license or otherwise exploit any products or materials which embody in whole or in part any Company Confidential Information.
- b. **Disclosure Prevention.** I will take all reasonable precautions to prevent the intentional, negligent, inadvertent or accidental disclosure of Company Confidential Information by myself or any other person or entity in possession thereof.
- c. **Copying; Removal.** I will make no copies of, nor will I remove from the Company's premises, any physical embodiments of Company Confidential Information except for use in the Company's business. Under no circumstances will I make any copies of any third-party computer software furnished by the Company.
- d. **Return.** I will return to the Company all physical embodiments of Company Confidential Information at any time upon the request of the Company and, in any event and without request by the Company, prior to the effective date of any termination of my engagement with the Company.

4. Proprietary Information of Others.

I agree not to disclose to the Company or use in the Company's business any information or material which is proprietary to or held in confidence by any third person and intended by that person not to be disclosed to the Company. I further agree not to use at the Company, or for the Company's benefit, any computer program of which I am not duly authorized to make such use.

5. Ideas and Inventions.

The Company shall have unlimited and exclusive rights in any drawings, designs, specifications, notes, improvements, discoveries or other work developed by me in the course of my responsibilities with the Company. I hereby assign to the Company all of my right, title and interest in any inventions and ideas, patentable or not, that I make or conceive, alone or with others, while carrying out my responsibilities with the Company, and that relate in any way to the actual or prospective business of the Company. I agree to disclose routinely to the Company all inventions and ideas covered by this Agreement, and I will, upon request, execute specific assignments and take any other action necessary to enable the Company to secure patents or other proprietary rights in such inventions and ideas.



6. Works of Authorship.

I acknowledge and agree that all writings and other works of authorship which are produced by me in the course of or as part of my responsibilities with the Company, whether published or unpublished, are works for internship and, together with the copyright in any such writings or other works, are the properties of the Company. If for any reason any such work is not, by operation of law or otherwise, a work for internship hereby assign to the Company the copyright in any such work. I further agree, upon request by the Company, to execute such specific assignments or instruments and take any other reasonable action which may be necessary or helpful to enable the Company to secure its copyright in any such work.

7. Publications.

I agree not to submit any writing for publication, or deliver any speech, that contains any information relating to the business of the Company unless I receive advance written clearance from an authorized representative of the Company.

8. Conflicting Obligations and Rights.

I agree to disclose to the Company promptly any apparent conflicts between my obligations to the Company and (i) any obligations I may have to preserve the confidentiality of the proprietary information of any third party or (ii) any rights I claim to any invention, idea or work of authorship (before reducing such idea or invention to practice or preparing such work of authorship). In the absence of any such disclosure, the Company may rely on the absence of any such conflict. All disclosures by me hereunder shall be received by the Company in confidence and consistent with the objective of avoiding any conflict of obligations and rights and the appearance of any conflict of interest.

9. Potential Dismissal.

I acknowledge that my engagement with the Company is subject to immediate termination for any breach of this Agreement and that any such termination will not relieve me of my continuing obligations under this Agreement or from the imposition of any judicial remedies such as monetary damages or injunctive relief.

11. Enforcement.

I understand that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of any Company Confidential Information I have given herein and that injunctive relief is appropriate to prevent any actual or threatened use or disclosure of Confidential Information or violation of such covenants. Any election by the Company to waive any of its rights under this Agreement such will be effective only if in writing and signed by an authorized representative of the Company and will apply only to the specific circumstance in connection with which the waiver is given. I acknowledge and agree that each of my obligations under this Agreement is a separate and independent covenant and that unenforceability of any one of them shall not preclude or otherwise affect the enforceability of any other.



12. Entire Agreement.

This is my entire Agreement with the Company with respect to the subject matter set forth herein, superseding all prior negotiations, agreements and understandings, whether oral or written, express or implied, except for understandings as previously set forth in any prior confidential information responsibilities I may have with the Company or any of its affiliates. This Agreement may not be changed in any respect except by a written Agreement signed by me and by a duly authorized representative of the Company. If any provision of this Agreement or the application of any such provision shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent permissible.

WHEREFORE, by my signature below, I acknowledge that I have reviewed this Agreement carefully, that I understand that this is a legally binding agreement, and that the covenants, obligations and other understandings expressed herein are binding upon me.



By : _____
Name : **Leunamme Rose V.**
Address: **83 Block 4 Extension,**
West
Dumaguete City
Date : **January 31, 2025**

Acknowledged and agreed to on behalf of
Forecasting & Planning Technologies, Inc.

By : _____
Name: **Micah del Carmen**
Title : **Campus Ambassador**
Date : _____