

AFFIDAVIT

I, Luigi Miguel Duque Abusmas, of legal age, FILIPINO, SINGLE with residence and postal address at B4L15 Dancing Lady St., South Garden Homes, Salitran 3 Dasmariñas Cavite, Philippines, after having been duly sworn to in accordance with the law, do hereby depose and state, that:

1. I am previously employed with PNB- MIZUHO LEASING AND FINANCE CORPORATION, having its business address at PNB Makati Center 6754, Ayala Ave, cor Legaspi Street, Makati City;
2. [Please check (✓) appropriate box]
 - ☒ My employment contract with Employer dated <10/27/2017> ("Employment Contract") does not have a non-compete clause;
 - ☐ My employment contract with Employer dated <10/27/2017> ("Employment Contract") has a non-compete clause, a copy of which is attached hereto ("Non-compete");
 - ☐ My employment contract with Employer has a non-compete clause but I have yet to secure and currently cannot provide a copy thereof; or
 - ☐ I am uncertain as to whether my employment contract with Employer has a non-compete clause and cannot provide a copy thereof.
3. [Please check (✓) appropriate box]
 - ☐ Employer issued a waiver of the Non-compete in my favor;
 - ☐ I settled and paid the applicable penalty/liquidated damages to Employer for non-observance of the Non-compete; or
 - ☐ Employer refused or did not release me from my obligations under the Non-compete clause and/or other post-employment restrictions;
4. I acknowledge and understand that my Employer may initiate claims, suits actions or causes of actions of whatever nature against me which may arise from and/or be incidentally connected with my obligations under the Employment Contract including, but not limited to, the Non-compete and other post-employment restrictions.
5. In relation to my application for the Packaged App Development Associate position in Accenture, Inc. ("Accenture"), I voluntarily applied for the position and Accenture did not induce me to violate any Non-compete obligations with Employer. I hereby expressly and absolutely release and forever discharge Accenture from any and all claims, suits, actions or causes of actions of whatever nature which Employer may now have or in the future claim to have against Accenture, which may arise from and/or be incidentally connected with my obligations under the Employment Contract including, but not limited to, the Non-compete and other post-employment restrictions;
6. I will indemnify Accenture for any loss or damages which Accenture may sustain in the event that the Employer, its representatives, or any third person shall claim against Accenture;
7. Further, I fully understand and agree that if I misrepresent any information regarding or pertaining to any non-compete clauses or restraint in trade imposed by my Employer or any of my previous employers, I may be subject to the appropriate disciplinary action which may result to termination of employment or non-regularization.
8. I attest that Accenture, did not entice, convince, give advice or make any discussions whatsoever with regard to my employment contract with Employer;
9. Unless consent in writing is obtained, I attest that I will not bring into Accenture's or its affiliate's premises any documents (regardless of where they are contained) or any property belonging to Employer or other third parties. Neither will I use or disclose any

proprietary information, intellectual property rights, confidential information or trade secrets of said Employer or other third parties.

10. I obtained my own external counsel's advice before the execution of this Affidavit. Therefore, I am fully aware of my rights as well as the consequences of this document.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 of <MAY>, 20<24> at CAVITE.

L. M. Abusmas

Luigi Miguel Duque Abusmas

AFFIANT

SUBSCRIBE AND SWORN to me before this 03 JUN 2024 day of June, at CAVITE on June 03, 2024, affiant exhibited to me his/her Government issued ID UNITED STATES PASSPORT No. CRN: 011-2267094-4 issued at CAVITE on June 03, 2024.

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Page No. 05
Book No. 11
Series of 2024

Atty. CRISTIANO PASCUAL, Jr.
Notary Public for Cavite Province
NP Case No. 00284-22 until 12-31-2024
Roll 37506 TIN 117568655 PTR 187178
MCLE VII-00110394 / (9) / IBP O.R. # 24827

AFFIDAVIT

I, Luigi Miguel Duque Abusmas, of legal age, FILIPINO, SINGLE with residence and postal address at B4L15 Dancing Lady St., South Garden Homes, Salitra 3 Dasmariñas Cavite, Philippines, after having been duly sworn to in accordance with the law, do hereby depose and state, that:

1. I am currently employed with **PHILIPPINE NATIONAL BANK**, having its business address at Philippine National Bank, 2/F PNB Financial Center, Pres. Diosdado Macapagal Blvd., Pasay City, Metro Manila 1300;
2. [Please check (✓) appropriate box]
 - ☒ My employment contract with Employer dated <3/16/2023> ("Employment Contract") does not have a non-compete clause;
 - ☐ My employment contract with Employer dated <3/16/2023> ("Employment Contract") has a non-compete clause, a copy of which is attached hereto ("Non-compete");
 - ☐ My employment contract with Employer has a non-compete clause but I have yet to secure and currently cannot provide a copy thereof; or
 - ☐ I am uncertain as to whether my employment contract with Employer has a non-compete clause and cannot provide a copy thereof.
3. [Please check (✓) appropriate box]
 - ☐ Employer issued a waiver of the Non-compete in my favor;
 - ☐ I settled and paid the applicable penalty/liquidated damages to Employer for non-observance of the Non-compete; or
 - ☐ Employer refused or did not release me from my obligations under the Non-compete clause and/or other post-employment restrictions;
4. I acknowledge and understand that my Employer may initiate claims, suits actions or causes of actions of whatever nature against me which may arise from and/or be incidentally connected with my obligations under the Employment Contract including, but not limited to, the Non-compete and other post-employment restrictions.
5. In relation to my application for the Packaged App Development Associate position in Accenture, Inc. ("Accenture"), I voluntarily applied for the position and Accenture did not induce me to violate any Non-compete obligations with Employer. I hereby expressly and absolutely release and forever discharge Accenture from any and all claims, suits, actions or causes of actions of whatever nature which Employer may now have or in the future claim to have against Accenture, which may arise from and/or be incidentally connected with my obligations under the Employment Contract including, but not limited to, the Non-compete and other post-employment restrictions;
6. I will indemnify Accenture for any loss or damages which Accenture may sustain in the event that the Employer, its representatives, or any third person shall claim against Accenture;
7. Further, I fully understand and agree that if I misrepresent any information regarding or pertaining to any non-compete clauses or restraint in trade imposed by my Employer or any of my previous employers, I may be subject to the appropriate disciplinary action which may result to termination of employment or non-regularization.
8. I attest that Accenture, did not entice, convince, give advice or make any discussions whatsoever with regard to my employment contract with Employer;
9. Unless consent in writing is obtained, I attest that I will not bring into Accenture's or its affiliate's premises any documents (regardless of where they are contained) or any property belonging to Employer or other third parties. Neither will I use or disclose any

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IN WITNESS WHEREOF, I have hereunto set my hand this 29 of <MAY>, 20<24> at CAVITE.

L. M. Abusmas

Luigi Miguel Duque Abusmas

AFFIANT

Resman City, Cavite SUBSCRIBE AND SWORN to me before this 03 day of JUN, 2024 at City, Cavite on , affiant exhibited to me his/her Government issued ID No. CELE 011-7924094-4 issued at on

Doc. No. 27;
Page No. 25;
Book No. 11;
Series of 2024

Atty. CRISTOPHER PASCUAL, JR.
Notary Public
Notary Public for Cavite Province
NP Case No. 00284-22 until 12-31-2024
Roll 37506 TIN 117568655 PTR 1871788
MCLE VII-00110394 / (9) / IBP O.R. # 248271