

Non disclosure & non compete agreement

Signed according to
the Slovak Law between

MAINDATA spol. s r.o., registered offices at Senicka 23, 811 04 Bratislava, Slovakia
Postal address: Senická 23, 811 04 Bratislava, Slovakia

Represented by : Dušan Stateľov
Registration ID : 35 686 235
Bank account : Tatrabanka, č.ú. 2627040662/1100
Registered at Bratislava I court Business registry under insertion No 10623/B
(further only "MAINDATA")

and

Name: Alain Vincent Abitria
Street: Callejon 8 corner del Pilar Streets
Town + ZIP: Manila 1009
Country/Citizenship: Philippines/Filipino
Personal identification number:
Passport Number: P1381902B
Bank Account: 1929122085 (Bank of the Philippine Islands)
(further only "Supplier")

I. Non-disclosure agreement

1. The parties contemplate that each party will disclose confidential information to the other. In each case, the party disclosing the Confidential Information (as defined hereinafter) is the "Discloser" and the party receiving Confidential Information is the "Recipient".
2. Discloser is disclosing to the Recipient certain commercially valuable, proprietary and confidential information, trade secrets or know-how with respect to Discloser's business and products, including without limitation, information and tangible and intangible property which may relate to proprietary products, trade secrets, technology, processes, drawings, specifications, programs, models, financial information and projections, formula, data, know-how, developments, designs, improvements, software programs, marketing plans and strategies, customer and supplier lists and other valuable business information and products (collectively, the "Confidential Information").
3. Recipient agrees to keep strictly confidential all such Confidential Information so received by it and to use such Confidential Information solely for the proposed business relationship between Discloser and Recipient. Recipient agrees that any and all Confidential Information is and shall remain the proprietary and confidential information and property of Discloser. Recipient may not use any of the Confidential Information for any purpose other than the above-stated purposes without the prior written consent of Discloser.
4. Recipient agrees to use the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information of like nature, to maintain and protect any and all Confidential Information as confidential and not to disclose the Confidential Information to any third party. Recipient will disclose the Proprietary Information only to those of its employees, agents and consultants who require knowledge or access to the Confidential Information in connection with the proposed business relationship between Discloser and Recipient and shall not otherwise provide third parties with access to the Confidential Information, except with the prior written consent of Discloser. Recipient will inform those employees, agents and consultants who have access to the Confidential Information that such information is confidential information and trade secrets of Discloser, and Recipient shall use its best efforts to ensure compliance with the terms of this Agreement by such persons.

5. Recipient's obligations as to the Confidential Information shall not apply to any portion of the Confidential Information: (a) of which Recipient presently has knowledge or which is in Recipient's possession on the date hereof and of which it did not learn through its contact with Discloser previous to the date hereof; (b) which is presently publicly available or a matter of public knowledge generally, or (c) which is lawfully received by Recipient from a third party who is or was not bound in any confidential relationship to Discloser.
6. Discloser does not grant a license, by implication or otherwise, under any of its copyrights, patents, trade secrets, trademarks or tradename rights, as a result of the disclosure of the Confidential Information to Recipient under this Agreement.
7. Neither party may assign this Agreement without the prior written consent of the other party, such consent being not unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
8. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, or if sent by telecopier, or mailed by certified or registered mail, postage prepaid to the addresses set forth on the first page hereof or sent by an email or to such other persons and/or addresses as either party shall give upon their notice to the other.
9. No waiver by any party or breach of any term hereunder shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements of the parties, whether oral or written, with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except by writing signed by each of the parties.
11. Recipient acknowledges that Discloser shall not have an adequate remedy in the event that this Agreement is breached and that Discloser will suffer irreparable damage and injury in such event, and, that in addition to any other available rights and remedies, Discloser shall be entitled to an injunction restricting the Recipient from committing or continuing any violation of this Agreement.
12. Supplier is prohibited to publish MAINDATA customers unless publicly available neither orally or in written form in company presentation, curriculum vitae etc without prior written approval of MAINDATA.

II. Non Compete.

1. Supplier is prohibited to be directly or indirectly involved in competing areas to MAINDATA activities during duration of this contract and 3 years after its termination, without prior written consent of MAINDATA, mainly, but not only:
 - a) Enhancing satellite signal delivery for SFN Digital TV networks (SFN Boost)
 - b) Dynamic Broadcast
 - c) Broadcast / Multicast mobile TV
 - d) DATA services via Digital Television, incl. IP encapsulator
 - e) Hybrid-Net (asymmetric internet combining DVB in forward and various return channels in return channel)
 - f) Reliable 1-way file transmissions, push VOD (MEDIACAST)
 - g) e-Learning – distance education based at multicast IP
 - h) Airstat (balloon) based communication systems
2. Supplier is further prohibited, that without prior written consent of MAINDATA, during duration of this contract and 5 years after its termination, to:

- a) Enter into direct or indirect business relationships with MAINDATA customers and/or strategic suppliers and will not also intermediate business for them for third parties.
- b) Will neither employ or create a business with MAINDATA's programmers and other staff working at internal or external basis and will not intermediate employment or contracts for programmers and other staff to the third parties.

III. Penalties and responsibility

1. Supplier is fully responsible to MAINDATA for harm done or negligence as well as lost of profit cause by violation of this agreement.
2. MAINDATA has a right to charge Supplier in case of violation of this agreement penalty of 15 000,- € per each individual case.
3. Contractual penalty does not eliminate responsibility for lost of profits.

IV. Duration and general provisions.

1. This contract is signed for duration of 3 years.
2. In a case that any of contractual parties does not express wish to terminate this agreement before its 3 years duration in written form, its termination is automatically prolonged by another 1 year. The same applies in case of already prolonged agreement duration.
3. This agreement becomes valid and effective by the date of signature by both parties.
4. This Agreement may be modified or amended only by written amendment signed by the parties. Except as otherwise expressly provided in this Agreement, where agreement, approval, acceptance, consent or similar action is required of any party by any provision of this Agreement, such action will not be unreasonably withheld or delayed.
5. This Agreement shall be governed by and construed in accordance with the laws Slovak Republic.
6. All disputes arising out of this contract, including disputes concerning its validity, interpretation or termination, shall be resolved by the Arbitration Court of the Slovak Chamber of Commerce in Bratislava under its internal legislation. The parties shall be subject to the decision of this court. His decision will be binding on the parties.
7. Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion. Such remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid provision eliminated.
8. This Agreement is executed in two counterparts; each of them shall constitute an original Agreement between the parties.

On behalf of Supplier

On behalf of MAINDATA

ALAIN VINCENT ABITRIA

Bratislava

Date 17-10-2022

Date