



Confidentiality and Assignment of Rights Agreement

This Confidentiality and Assignment of Rights Agreement (the “Agreement”) is entered into as of **January 14, 2022** (the “Effective Date”) by and between the undersigned and **457 Avenue Inc./Village 88, Inc.** (the “Company”). The parties agree as follows:

Section 1: Business Information

1.1 **Scope.** “Confidential Information” means information that pertains to Company's business, including all nonpublic information concerning the Company, its vendors, and suppliers including without limitation:

- Training materials and methods,
- Financial information,
- Marketing strategies,
- Pending projects and proposals, and
- Proprietary production processes

1.2 **Exceptions.** Confidential Information does not include any information that is (a) publicly available, (b) obtained by you from a third party without an obligation of confidentiality to the Company, Inc., or (c) independently known or acquired by you without any assistance from the Company. The preceding exceptions do not apply to Proprietary Information, as defined in Section 3.2.

1.3 **Protection.** The protection of Confidential Information and trade secrets is vital to the interests and success of the Company. You must not share Confidential Information with people who are not employed by the Company.

1.4 **Enforcement.** Persons who improperly use or disclose trade secrets or Confidential Information will be subject to disciplinary action, including termination of the training/employment and legal action, even if they do not actually benefit from the disclosed information. You understand that your obligations in this Agreement are in addition to (and not in lieu of) obligations owed to the Company. under applicable law.

1.5 **Cooperation.** Your cooperation is particularly important because of our obligation to protect the security of the Company clients' and confidential information. Use your own sound judgment and good common sense, but if at any time you are uncertain as to whether you can properly divulge information or answer questions, you agree to consult a Company officer.

Section 2: Client and Employee Records

Information that pertains to the Company's clients and employees is private and confidential. You agree to help protect client and employee information. Use your own sound judgment and good common sense, but if at any time you are uncertain as to whether you can properly divulge information or answer questions, you agree to consult a Company officer.

Section 3: Assignment of Rights; Proprietary Information; Publicity

3.1 **Inventions.** Company shall own all right, title and interest relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by you (collectively, “Inventions”), the Inventions having been created during the hours you are undergoing training or working at the Company or in reliance on Company's resources, equipment, or Proprietary Information (as defined herein). All Inventions are work made for hire to the extent allowed by law and, in addition, you hereby make all assignments necessary to accomplish the foregoing ownership. You shall assist the Company at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. You hereby irrevocably designate and appoint the Company as your agents and attorneys-in-fact, coupled with an interest, to act for and on your behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by you.





3.2 **Proprietary Information.** You agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) you learn, develop or obtain during the period of your training/employment that relate to the Company or the business or demonstrably anticipated business of the Company or that are received by or for the Company in confidence, constitute "Proprietary Information." You will promptly return to the Company all items and copies containing or embodying Proprietary Information, except that you may keep personal copies of your compensation records and this Agreement.

3.3 **Privacy.** You also recognize and agree that you have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that your activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.

3.4 **Restrictions.** As additional protection for Proprietary Information, you agree that during the period of your employment, and for one year thereafter...

- (i) you will not encourage or solicit any employee or Contractor of the Company to leave the Company for any reason;
- (ii) you will not engage in any activity that would disclose or compromise the Company's proprietary business information or trade secrets; and
- (iii) you will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of the Company.

During the period of your employment, you will not engage in any activity that is directly competitive with the business or demonstrably anticipated business of the Company. Without limiting the foregoing, you may perform services for other persons or organizations, provided that such services do not represent a conflict of interest or a breach of your obligations under this Agreement or otherwise.

3.5 **Notice.** You agree that, upon termination of your training/employment, the Company may contact your new employer to notify them of the continuing obligations contained in this Agreement.

Section 4: Miscellaneous

4.1 If, for any reason, any provision of this agreement is held invalid, you understand that all other provisions of this agreement shall remain in effect. If this agreement is held invalid or cannot be enforced, then to the full extent permitted by law, any prior agreement between the Company (or any predecessor thereof) and you shall be reinstated as if this agreement had not been executed.

4.2 The obligations in Sections 1.3, 2, and 3 will survive termination of this Agreement or any employment relationship with the Company.

4.3 This Agreement will be governed under the laws of the Philippines and USA. You agree to submit all disputes arising out of this Agreement (in whatever form) to state or federal court.

I, _____, understand and agree to the terms above.

Signature

Today's Date

Witness:

Kristine B. Tonel
HR Manager

Karen Marie E. Igcasan
Trainer

