

PROJECT-BASED EMPLOYMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Project-Based Employment Contract is made, entered and executed this **October 06, 2025** by and between:

EMAPTA, corporation duly organized and existing under the laws of the Philippines with business address at **10F PNB Makati Building, 6754 Ayala Avenue** and represented herein by its duly authorized (hereinafter referred to as the "Company").

Robert Ryan Jayme Gabiosa of legal age, Filipino, with address **Woodridge Park Homes Subd., Ph. 2, South Forest Lane, Brgy. Ma-a City of Davao, Davao Del Sur Philippines** (hereinafter referred to as the "Project Employee").

WITNESSETH: That

WHEREAS, the Company desires the services of a **Full Stack Developer** who will undertake, among other things for the **EMAPTA PHILIPPINES INC.**;

WHEREAS, the Project Employee represents that he/she has the extensive experience in **Full Stack Developer** and has agreed to perform the above-stated services, for the Company under the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein contained, the parties agree as follows:

1. Term of Employment. The Project Employee shall hold the position of **Full Stack Developer** and shall perform the duties and responsibilities of such for the duration of the **Full Stack Developer** which is expected to be completed after a maximum of **Ninety Days** from **October 20, 2025** or on or before **January 18, 2026** (the "Term").

The Term may be extended for such time as may be necessary to complete the Project, which extension shall be subject to mutually acceptable terms and conditions or terminate when the project or account is closed or terminated by the Client.

2. Work Description. As **Full Stack Developer**, the Project Employee will be assigned to **Peak Fundraising Systems** and shall perform, among other things, the duties, functions and services more specifically described in **Annex "A"** hereof.

The Project Employee shall render work in accordance with the schedule and/or program to which he/she maybe assigned or re-assigned from time to time, in accordance with the operational requirements for the completion of the Project. In addition, the Project Employee shall perform such other duties, functions, and services related or incidental to the Project which, for purposes of expediency, convenience, economy, customer interest, may be assigned by the Company.

Monday	Time Bound - 6:30 AM to 3:30 PM (No grace period)
Tuesday	Time Bound - 6:30 AM to 3:30 PM (No grace period)
Wednesday	Time Bound - 6:30 AM to 3:30 PM (No grace period)
Thursday	Time Bound - 6:30 AM to 3:30 PM (No grace period)
Friday	Time Bound - 6:30 AM to 3:30 PM (No grace period)

Saturday	Rest Day
Sunday	Rest Day

3. Duties and Obligations.

- a. The Project Employee shall devote his/her full time to the accomplishment of the duties that may be required of and from the Project Employee pursuant to the expressed or implied terms of this Contract to the reasonable satisfaction of the Company.
 - b. The Project Employee undertakes to accept various tasks that may be assigned to him/her or to any task or position as may be deemed necessary by the Company dependent on the exigencies of business operations and consistent with the Company's objective of making all Project-Based Project Employees capable of and proficient in multi-tasking, in the attainment and completion of the Project.
 - c. The Project Employee undertakes to maintain a good attendance record, be punctual and will not work under time unless there is a legitimate and valid reason.
4. Performance Review. The Company may, at any given time, review the Project Employee's performance, competency and efficiency to determine his/her suitability to complete the term. The Project Employee's poor performance as defined under the Company's rules and regulations, including the terms, specifications and requirements set forth by the client for the Position, shall constitute sufficient and justifiable cause to terminate this Contract. The Company's standards for the evaluation and assessment of the Project Employee's performance and efficiency is outlined in Annex "A" and "B" hereof.
5. Termination of Employment. At any time during the Term of the Contract, or any extension thereof, the Company may terminate this Contract, upon thirty (30) days' prior written notice to the Project Employee without further liability to the Project Employee other than for accrued salaries as of the effective date of termination of the Contract, in the following instances:
- a. the services contracted for by the Company under the Project is completed prior to the agreed completion date; or
 - b. the specific phase of the Project requiring the Project Employee's services is sooner completed; or
 - c. substantial decrease in volume of work for the Project; or
 - d. the contract for the Project is cancelled, indefinitely suspended, or terminated.

The Project Employee agrees to give a minimum of thirty (30) days' notice in the event he/she elects to terminate his/her employment.

In case the Project Employee decides to leave the Company earlier than the prescribed period of notice, the Company reserves the right to impose a penalty on the Project Employee in an amount equivalent to the number of days short of the thirty (30) days' notice, based on the Project Employee's basic daily salary rate. Said amount shall be deducted from the Project Employee's final pay.

6. Compensation and Benefits.

a. Compensation

Your monthly salary will be **One hundred thousand Pesos (Php 100,000.00)** subject to all withholding taxes and statutory deductions, , **inclusive of a non-taxable allowance (de-minimis) amounting to Three thousand Pesos (Php 3,000.00)**. All payments shall be made in-acordance with the Company's existing policies and as required by law.

Any applicable allowances are reflected in "**Annex B**", under Compensation & Benefits.

b. Other Legal Benefits

The Project Employee shall be given such other benefits he/she is entitled to receive when such is pursuant to existing laws, as may be amended from time to time.

5 Leave Credit days per calendar year. Employees earn Leave Credits every payroll which may be used subject to approval by their Immediate Supervisor. Leave Credits are already inclusive of Service Incentive Leaves as mandated by law. Employees may use their Leave Credits for Vacation Leaves, Sick Leaves or Other Leaves such as Emergency Leaves.

Following the leave entitlement specified in Annex B – Compensation and Benefits, any unused SILs at the end of the calendar year may be utilized until March 31st of the next calendar year, unless an account specific arrangement exists. Unused and unplotted service incentive leaves may be converted to cash upon approval of your Immediate Supervisor, to be credited not later than March 31st of the next calendar year.

Upon your separation with prior notice of 30 days, at most **0** earned and unused SILs may be converted to its cash and paid as part of your Final Pay. This benefit shall not apply in situations where the required 30-day notice period has not been met, except when the Company has voluntarily agreed to waive said notice period.

Notwithstanding the foregoing, the terms of this section may be amended by Emapta at any time, subject to providing written notice to the affected parties.

7. Confidentiality and Non-Disclosure. All information and materials, in whatever format, disclosed to the Project Employee, directly or indirectly, by the Company and all information and materials, in whatever format, which the Project Employee has otherwise obtained or discovered as a result of his/her employment by the Company or in the performance of his/her services under this Contract will be considered sensitive, confidential and proprietary ("Confidential Information"). Confidential Information may include, without limitation, information and materials belonging to the Company and information and materials belonging to third parties. The Project Employee agrees to maintain the Confidential Information in the strictest confidence, including but not limited to, the maintenance of such Confidential Information as if it were his/her trade secret. The Project Employee will not disclose to any person or entity, without the written consent of the Company, any Confidential Information, and will not directly or indirectly use any such Confidential Information other than as directed by the Company, and the only in the furtherance of the Project Employee's performance of the services pursuant to the terms of this Contract. The Project Employee may not use Confidential Information to benefit himself/herself or any third person or party, or to compete with the Company or any third party. All such Confidential Information shall be and shall remain the property of the Company and shall be subject at all times to the discretion and control of the Company.

Information shall not be deemed Confidential Information when the same is or has become available to the public through no act or omission on the Project Employee's part.

The Project Employee may disclose Confidential Information where required by law, provided that he/she first (i) gives the Company not less than fifteen (15) days prior written notice of such disclosure; (ii) affords to the Company the reasonable opportunity to obtain protective or similar orders, where available; and (iii) takes all reasonable and lawful actions to obtain confidential treatment of such disclosure.

Upon termination or expiration of this Contract, or earlier upon the request of the Company and at the Company's discretion, the Project Employee shall either immediately return or destroy any and all Confidential Information and copies (whether in note, memo or other document form or on video, audio or computer tapes or discs or otherwise). Upon request of the Company, the Project Employee shall certify in writing of his/her compliance with this requirement.

8. **Intellectual Property Rights.** The Project Employee acknowledges and agrees that all information, documents, reports and other tangible and intangible materials which he/she will prepare or has prepared as a result of his/her employment with the Company or in the performance of his/her services under this Contract, and at whatever stage, work-in-progress (collectively, the "Materials") are and shall be the exclusive property of the Company, including without limitation, any copyright and other intellectual property rights associated therewith and the Project Employee hereby assigns all right, title and interest in and to the Materials to the Company.

The parties hereby agree that these Materials shall be considered copyrighted materials under the appropriate copyright laws and the Company shall have the right (but not the obligation) to register the copyright for the Materials in the name of the Company. The Company shall likewise have the right to further assign its copyright over the Materials.

The Project Employee agrees to sign any necessary documents and will otherwise assist the Company, at the latter's expense, in registering the copyright and otherwise protecting the rights of the Company in and to the Materials.

9. **Company Rules and Regulations.** By signing this Contract, the Project Employee acknowledges that he/she has read and fully understood and is bound by the Company's personnel rules and regulations as contained in the Company's Code of Conduct.

The Project Employee further acknowledges that it is his/her duty and responsibility to know and understand, to faithfully observe and comply with such other rulers, regulations, and issuances regarding or affecting your employment with the Company.

The Company reserves the right to make future amendments, modifications, revisions, or supplements to its Code of Conduct and Company policies and procedures. However, no such revisions, amendments, or modifications shall be effective unless posted in conspicuous places within the Company's premises.

10. **Waivers and Cumulative Rights.** No failure or delay on the part of the parties in exercising any right, power or remedy accruing to any of them upon any breach or default of the other party under this Contract shall impair any such right, power or remedy, nor shall it be construed as waiver of any breach or default thereafter occurring; nor shall any single or partial exercise of any such right or power preclude any other or partial exercise of any such right or power or further exercise thereof or the exercise of any other right or power hereunder. Any waiver, permit, consent, or approval of any kind or character on the part of the

parties of any breach of any provision or condition of this Contract must be in writing and shall be effective only to the extent which such writing specifically sets forth. All remedies afforded the parties under this Contract, by laws or otherwise, shall be cumulative and not alternative.

11. Professional Behaviour. The Project Employee hereby undertakes to conduct himself/ herself in a professional and dignified manner, at all time, while in the Company premises. It is Company policy to take severe disciplinary action against any Project Employee who conducts himself in an unprofessional manner, including, but not limited to, behaviour that can be deemed sexually harassing or discriminatory. Any violation of this rule shall be dealt with, in accordance with the Company's internal rules and regulations.
12. Modifications. No alteration or modification to this Contract will be binding or effective unless in writing and signed by the parties hereto.
13. Notices. All Notices or other communications provided for in this Contract shall be in writing and shall be deemed to have been given when duly mailed by registered mail, return receipt requested or when personally delivered to the party at its address set forth above or to any address of which party gives notices, provided, however that any notice of change of address shall be operative only upon receipt thereof.
14. Assignability. This Contract shall inure to the benefit of the entity that succeeds to or acquires all or substantially all the Company's assets or business.
15. Governing Law. This Contract shall be governed by and constructed in accordance with law of the republic of the Philippines.
16. Severability. The invalidity or unenforceability of any provision or provisions of this Contract shall not affect the validity or unenforceability of any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity or unenforceability or any provisions of this Contract.
17. Survival. Sections 7 and 8 hereof shall survive the termination or expiration of this Agreement.
18. Entire Agreement. This Contract constitutes the entire agreement between the parties when executed by a duly authorized representative of the Company and the Project Employee, and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter described in this Contract. Headings are for reference only and shall not affect the meanings of any terms of this Contract.

IN WITNESS WHEREOF, the parties have hereunto signed on the date and at the place first above- written.

For and on behalf of **EMAPTA PHILIPPINES INC.:**

For Project Employee:



Wondel Adrian P. Salazar
Director of People & Culture



Robert Ryan Jayme Gabiosa
Project Employee

WITNESS:

WITNESS:



Signature over Printed Name
Date Signed _____

Signature over Printed Name
Date Signed Oct 6, 2025

ANNEX "A"

CRITERIA FOR PERFORMANCE EVALUATION

The purposes of employee performance evaluation are as follows: (1) to assess the employees' performance regularly during the probationary period and to determine his/her suitability or fitness for regular employment; (2) after regularization, to evaluate employees' performance and to assist employees in developing and improving their skills; and (3) to ensure a standard of acceptable employee performance throughout the employees' employment with the Company. For each regular appointment an employee holds, his ongoing performance shall be evaluated at least once a year by an identified Performance Evaluator. A copy of any written evaluation must be provided to the employee prior to discussion of the evaluation.

a) Skill and Job Competence

The employee must demonstrate knowledge and understanding of the nature, details, and demands of assigned tasks. He must be able to exhibit ease in learning the rudiments of the job and in understanding instructions. The employee may possess job knowledge that is well beyond what is normally acceptable as demonstrated by his thorough understanding of how to perform regular work assignments as well as how those assignments relate to other areas.

b) Attendance and Punctuality

The employee consistently adheres to assigned work schedule by arriving, beginning work, stopping work, and departing from work premises as scheduled. During the work period, he arrives at meetings, work sites, etc. on time or slightly ahead the scheduled time. He also makes appropriate notification when delays to arriving to work on time is unavoidable. He is consistently regarded as a reliable employee.

c) Attitude

The employee takes pride in achieving EMAPTA's mission. He accepts responsibility for all areas of the job and goes above and beyond expectations to do the best job he can. He displays professionalism in his approach to work while meeting changing conditions and situations in work responsibilities easily and positively. The employee accepts constructive criticism and suggestions and shows a positive outlook towards the company's business/ operations, beliefs, and concerns, as well. Treats others with kindness, civility and respect and maintains objectivity in situations of conflict.

d) Discipline

The employee adheres to ethical principles that reflect the highest standards of organizational and individual behaviour. He strictly complies with company policies, processes and regulations and strives to help create a healthy work environment that encourages productivity and proactivity. The employee is perceived as confident, self-disciplined, and diplomatic; he maintains composure and effectiveness even under pressure and generally influences others to maintain constructive attitude.

e) Work Quality

The employee accomplishes all objectives and responsibilities, even under adverse conditions, and is willing to go the extra mile to achieve desired results. He performs tasks and duties competently and accurately and does work thoroughly in a reasonable amount of time. The employee is a smart worker who earns trust by being dependable and consistent; he exhibits attention to detail and faithfully complies to EMAPTA's quality standards.

f) Attitude Towards Co-employees and Superiors

The employee works and relates well with others, shows respect to superiors, colleagues, co-employees, as well as to other people he deals with in the discharge of his responsibilities. He actively promotes harmony, responds appropriately to feedback and offers ideas for improvement that are usually well received and normally result in process improvements and productivity. The employee consistently volunteers to help others within his group as work schedule permits and contributes positively to resolution of conflict or problem encountered.

ANNEX "B"

NAME	Robert Ryan Jayme Gabiosa
TITLE/ JOB GRADE LEVEL	Full Stack Developer (SS30)
ACCOUNT	Peak Fundraising Systems
EMAPTA ENTITY	EMAPTA PHILIPPINES INC.
WORK LOCATION	10F PNB Makati Building, 6754 Ayala Avenue
EMPLOYMENT TYPE	Project Based
WORK SETUP	Permanent Work from Home
WORK SCHEDULE	Monday: Time Bound - 6:30 AM to 3:30 PM (No grace period) Tuesday: Time Bound - 6:30 AM to 3:30 PM (No grace period) Wednesday: Time Bound - 6:30 AM to 3:30 PM (No grace period) Thursday: Time Bound - 6:30 AM to 3:30 PM (No grace period) Friday: Time Bound - 6:30 AM to 3:30 PM (No grace period) Saturday: Rest Day Sunday: Rest Day

JOB DESCRIPTION AND RESPONSIBILITIES:

The **Full Stack Developer (SS30)** shall make available his services, knowledge, training and skill to **EMAPTA PHILIPPINES INC.** and agree to undertake the following responsibilities:

- You'll work closely with our experienced development team to design, develop, and maintain software applications. You'll be involved in the full software development lifecycle, from concept to deployment, and gain valuable hands-on experience.
- Write clean, maintainable, and efficient code in various programming languages.
- Collaborate with stakeholders to design and implement new features.
- Provide support for existing applications and debug and resolve technical issues.
- Conduct thorough unit-testing, and accommodate user-acceptance testing to ensure software is released big free and to a high standard.
- Develop documentation of software specifications, user manuals, troubleshooting guides, and other documentation as required
- Stay up to date with emerging technologies and industry trends.

OTHER RESPONSIBILITIES

- a) Perform to the best of his/ her abilities all functions, duties and responsibilities to be assigned by the Company in due course;
- b) Comply with the orders and instructions given from time to time by the Company through its authorized representatives;
- c) Perform any other administrative or non-administrative duties as assigned by any of the Company's representatives from time to time through direct written order or by verbal assignment.

COMPENSATION & BENEFITS:

MONTHLY BASIC SALARY	Php 97,000.00
DE MINIMIS	Three thousand Pesos (Php 3,000.00)
TOTAL MONTHLY BASIC SALARY	One hundred thousand Pesos (Php 100,000.00)
FIXED MONTHLY ALLOWANCES	
LEAVE ENTITLEMENT	5 Service Incentive Leaves
NIGHT DIFFERENTIAL	10%
HMO / MUTUAL FUND BENEFIT	N/A
ADDITIONAL BENEFIT/S	N/A

ANNEX "C"

INTELLECTUAL PROPERTY, CONFIDENTIALITY, EXCLUSIVITY, NON-COMPETE and NON-SOLICITATION AGREEMENT

In consideration of the employment by **EMAPTA PHILIPPINES INC.** or by any parent, subsidiary, or affiliated company of **EMAPTA PHILIPPINES INC.** ("The Employer"), **Robert Ryan Jayme Gabiosa** (The "Employee") hereby agrees as follows:

This Agreement is supplemental to the contract of employment between the employer and the employee, bearing the same date as this Agreement.

1. GENERAL ACKNOWLEDGEMENTS

EMAPTA PHILIPPINES INC. possesses, or may in the future possess, certain valuable trade secrets, proprietary data and confidential information that has been created, discovered or developed by, or has otherwise become known to, the company (including, without limitation, information created, discovered, developed by or made known to any employee in the course of his or her employment by the company), or in which **EMAPTA PHILIPPINES INC.** has proprietary rights (whether by license, assignment or otherwise). All such information, whether known on the date hereof or become known hereafter, is collectively referred to as "Confidential Information." This term shall include, without limitation, trade secrets, unpublished patent applications, processes, formulae, data, know-how, discoveries, developments, designs, improvements, inventions, techniques, laboratory notebooks, marketing, research and development, business development plans, financial information, regulatory filings and correspondence, strategies, forecasts, new products, software, software documentation, unpublished financial statements, budgets, projections, contract terms, licenses, prices, costs and customer and supplier lists. The term also encompasses the affairs of the Company, Client Accounts, joint venture companies or other organizations to which **EMAPTA PHILIPPINES INC.** may have an interest (equity or otherwise) in or be held responsible for (collectively, "the Company"), including (without limitation) the terms of your employment with the Company, and any information which reasonably appears to be confidential, except such information as is or has become public knowledge otherwise than through your neglect or breach of your employment contract. "Confidential Information" shall not include information (i) in the public domain by publication through no fault of the Employee; or (ii) lawfully received by the Employee from a third party who was under no obligation of confidentiality with respect thereto. In view of this Agreement, the Employee acknowledges that it is reasonable and necessary for the protection of the goodwill and Confidential Information of the Company that he/she undertake the obligations contained in this Agreement regarding his/her conduct during and subsequent to his/her employment by the Company.

2. INTELLECTUAL PROPERTY AND CONFIDENTIALITY AGREEMENT

a) Trade Secrets - Proprietary Information Agreement

The protection of **EMAPTA PHILIPPINES INC.**'s proprietary information and intellectual property rights, as well as its Clients', is critical to the company's success. In line with this, you shall not use or disclose the company's proprietary information without proper authorization or for private advantage during the period of employment or anytime thereafter. You shall respect and refrain from infringing the intellectual property rights of others.

You shall not, during or after termination of your employment with the Company, without the prior written consent of the Company:

- Disclose or permit the disclosure of Confidential Information to any person or body not authorized to receive such information; or
- Use for yourself or on behalf of any third parties, any Confidential Information obtained in the course of or as a result of your employment or otherwise.

For the avoidance of doubt, the Employee agrees that the Employee will not impart to subsequent employers any information to be held by the Employee in confidence as defined above.

b) Ideas, Inventions and Written Materials

For purposes of definition, the term “Ideas and Inventions” includes, without limitation, inventions, technical developments, trademarks, designs, formulae, processes, documents, computer programs, data, written material and other copyrightable works, customer lists, financial data, and other competition-sensitive information.

- Disclosure and Assignment of Rights. You agree to disclose to the company Ideas and Inventions which you conceive, develop, or make solely or in conjunction with others and which relate to the business of **EMAPTA PHILIPPINES INC.**. Furthermore, you agree to assign to **EMAPTA PHILIPPINES INC.** complete ownership of all such Ideas and Inventions together with ownership of all patent applications, patents, trademarks, and copyrights (Philippines and foreign) which the company may desire to secure with respect to such Ideas and Inventions.
- Disclosure of Prior Ideas and Inventions. Within forty-eight (48) hours after execution of this Agreement, you shall identify in writing to **EMAPTA PHILIPPINES INC.** any idea, invention, work of authorship or other information or material which might arguably come within the scope of the definition of “Ideas and Inventions” above, and to which you claim ownership or exclusive rights. You shall be presumed not to have intellectual property rights in such material which you fail to so identify.
- Written Materials. You agree that all writings, including without limitation, program codes, diagrams, charts, drawings, and documentation manuals of any kind that you produced and related in any way to your work for **EMAPTA PHILIPPINES INC.** are works produced for hire and are the property of company. To the extent any such writing may not, by operation of law or otherwise, be a work made for hire, you shall hereby assign to **EMAPTA PHILIPPINES INC.** the ownership of copyright in such works, whether published or unpublished.
- Assistance. Relative to this section, you agree to assist **EMAPTA PHILIPPINES INC.** in every possible way to obtain for the company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Inventions in the Philippines and other countries. You shall execute relevant documents that the company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Your obligations under this paragraph will continue beyond the termination of your employment with **EMAPTA PHILIPPINES INC.**, provided, however, that the company will reimburse you for reasonable out-of-pocket expenses you actually spent at the company’s request with respect to providing such assistance after your employment. You shall likewise appoint a representative or designee endorsed by **EMAPTA PHILIPPINES INC.** as your attorney-in-fact to execute any documents on your behalf for the purpose of providing any assistance anticipated

- For the purpose of this Agreement, an invention is deemed to have been made during the period of an employee's employment if, during such period, the invention was conceived or first actually reduced to practice, and the employee agrees that any patent application, if there is any filed within a year after termination of his employment, shall be presumed to relate to an invention which was made during the term of the employee's employment unless he can provide evidence to the contrary.

c) **Copyrights**

All copyrightable works you prepared and developed within the scope of your employment shall be considered works made for hire. As such, **EMAPTA PHILIPPINES INC.** shall own all rights under copyright in and to such works, and the company shall be considered the author of such works. If, and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that you prepare during working hours or using **EMAPTA PHILIPPINES INC.**'s resources, you shall hereby irrevocably assign to **EMAPTA PHILIPPINES INC.** all rights, title, and interest in and to said work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, you shall hereby irrevocably and unconditionally waive all enforcement of those rights to the maximum extent permitted under applicable law.

3. **EXCLUSIVITY AND NON-COMPETE AGREEMENT**

- a) **Exclusivity.** Under this Agreement, you shall render true and faithful service and religiously perform your duties to the best interest of **EMAPTA PHILIPPINES INC.** and the Client you will be assigned to. You agree to abide by the Company's policies and to refrain from engaging in any activity that conflicts with or adversely affects performance of your duties under this agreement and that is prejudicial to the interest of the company and your Client. You shall not accept any other employment, whether as an executive, officer, consultant or in any other capacity, compensated or otherwise, without the prior written consent of Management.
- b) **Non-Compete.** During the term of your employment with **EMAPTA PHILIPPINES INC.** and one (1) year following the termination of your employment (the "Non-Compete Period"), you shall not, directly or indirectly, without the written authority from **EMAPTA PHILIPPINES INC.:**
- i) Be employed by the Client or another company or business on behalf of the Client;
 - ii) Engage in and/or be employed by any business (as officer, manager, officer, staff, consultant, agent, independent contractor, advisor, or otherwise) which competes or is likely to compete with the activity or business of **EMAPTA PHILIPPINES INC.**, its subsidiaries, affiliates;
 - iii) Engage in and/or be employed by any business (as officer, manager, officer, staff, consultant, agent, independent contractor, advisor, or otherwise) which competes or is likely to compete with the activity or business of the Client, or its subsidiaries, affiliates;
 - iv) Establish a business, obtain an interest in a business, or otherwise engage in and/or be employed by a business that is involved in, or will be involved in, directly or indirectly, in the same or similar business as **EMAPTA PHILIPPINES INC.**
 - v) Establish a business, obtain an interest in a business, or otherwise engage in and/or be employed by a business that is involved in, or will be involved in, directly or indirectly, in the same or similar business as the Client.
- c) **Liquidated Damages.** In the event you breach this clause, you agree to be liable to **EMAPTA PHILIPPINES INC.**, in addition to any other amount of damages that it may be entitled to recover from you because of the breach, for liquidated damages in the amount of P500,000.

4. RETURN OF CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

You agree to return all Confidential Information and/or Trade Secrets within three (3) calendar days following the termination of your employment or at the request of **EMAPTA PHILIPPINES INC.** at any time during the course of your employment. If you maintain Confidential Information and/or Trade Secrets in electronic form on any computers or other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of employment with **EMAPTA PHILIPPINES INC.** Likewise, you agree to return all company property in your possession at the time of termination of your employment with the Company. While this list is not exhaustive, this may include all documents, records, tapes, memoranda, reports, files, samples, books, correspondence, lists, and other media of every kind and description relating to **EMAPTA PHILIPPINES INC.**'s business and its Clients and Prospects, and any copies thereof, in whole or in part. All this shall remain the sole and exclusive property of **EMAPTA PHILIPPINES INC.**

5. NON-SOLICITATION AGREEMENT

The obligation of Non-Compete and Non-Solicitation is applicable in the Philippines, Australia, its territories and any other country where you worked for, your assigned Client or Account is and where you represented **EMAPTA PHILIPPINES INC.** This shall commence upon acceptance of your Employment Agreement from **EMAPTA PHILIPPINES INC.** and shall subsist one (1) year after the termination date of your employment. During the said period, you shall not, directly or indirectly:

- a) Solicit the patronage of any person connected with **EMAPTA PHILIPPINES INC.** or any of its Clients with whom you had contacts or dealings with during the one-year (1) period immediately preceding the termination date of your employment with the company;
- b) Employ, solicit for employment or recommend to a person or entity that they employ or solicit for employment, any employee of **EMAPTA PHILIPPINES INC.**, its Subsidiaries, Affiliates or Customers/Clients;
- c) Solicit the Customers of or deal with any individual or legal entity connected with the Company at any time during the one (1) year period preceding the termination date of your employment; and
- d) During and within one (1) year after your employment with **EMAPTA PHILIPPINES INC.**, entice any employee to leave the Company's employment for the purpose of violating that Employee's non-compete clause.

Further and relevant to this Agreement:

- a) You represent that your experience, capabilities and circumstances are such that these provisions shall not prevent you from earning a livelihood; and that the limitations set forth herein are reasonable and required for the adequate protection of **EMAPTA PHILIPPINES INC.**;
- b) You acknowledge that **EMAPTA PHILIPPINES INC.** may suffer damages if you breach your obligations in any of the sections above. In such event, you agree to compensate the Company with liquidating damages in the amount equivalent to fifty percent (50%) of your most recent annual salary. If such liquidating damages are not sufficient for actual damages, the Company shall have the right to avail itself of other remedies provided by law, including injunctive or other equitable relief.
- c) You acknowledge that the duration, extent and application of the restrictions set out in this agreement are no greater than is reasonably necessary for the protection of the interests, goodwill and confidential information of **EMAPTA PHILIPPINES INC.**

If a court of competent jurisdiction declares any part of any of the restrictions contained in this agreement to be unenforceable as an unreasonable restraint of trade, you and **EMAPTA PHILIPPINES INC.** hereby acknowledge and agree that the court is empowered to amend or reform this agreement so that it becomes enforceable.

You further acknowledge that **EMAPTA PHILIPPINES INC.** is likely to have entered into a separate restraint with its Client/s consistent with this agreement.

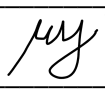
6. WAIVER AND AUTHORITY TO VERIFY

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. Finally, this Waiver and Authority shall be used only for the purpose for which it is intended and will not be used after the expiration of the period of your compliance.

7. GENERAL

- a) This Agreement may not be nullified or terminated except by an instrument in writing signed by an officer of **EMAPTA PHILIPPINES INC..**
- b) If any provision of this agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.
- c) The expiration or termination of the Employee's employment with the Employer howsoever arising shall not affect the provisions of this Agreement which are expressed to operate or have effect thereafter.

8. CONFORME:

PRINTED NAME OF EMPLOYEE	:	<u>Robert Ryan J. Gabiosa</u>
SIGNATURE	:	<u></u>
DATE	:	<u>Oct 6, 2025</u>