

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and entered into as of the Effective Date set forth below, by and between the Parties.

Parties:	<p>COMPANY/NAME: DANIEL ZAN ESPERANZATE BALTAZAR</p> <p>Address: Blk 138 Lot 9, Park Villa Caridad Rancho, Malainen Bago, Malainen, Naic, Cavite and</p> <p>Company: Zion Strategic Solutions, OPC</p> <p>Address #1: 27 Bayanan Road, Bayanan, Bacoar City, Cavite, Philippines 4102</p> <p>Address #2: Zion Cyber Camp, Blk 19 Lot 8, Town & Country West, Molino III Bacoar City, Cavite, Philippines 4102</p> <p>Represented by: ANTONIO DY Founder and Vice-President +639992210720 tony@zionstrategicsolutions.com</p>
Effective Date:	15 September 2024
Definition of Confidential Information:	Non-public information provided that is (a) marked "confidential" or with a similar legend; (b) disclosed in any other manner and identified as confidential at the time of disclosure; (c) accessed through any web based or electronic portal; and/or (d) learned as a result of a visit to a Party's facilities.
Permissible Use of Confidential information:	ePMS System's Development, ERP System, E-Commerce System and IT Software related business opportunities [For Other Party]
Term and Termination:	This Agreement will terminate on: same as confidential period. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
Confidentiality Period:	Recipient's duty to protect Confidential Information pursuant to this Agreement expires three (3) years from the date of receipt of the Confidential Information.

- 1) Scope of Agreement. This Agreement governs Confidential Information exchanged between the Parties or their Subsidiaries during the term of this Agreement. 'Subsidiary' shall mean any entity that is "controlled", either directly or indirectly, by one of the Parties, wherein "controlled" is defined as ownership of more than fifty percent (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body. An entity is a Subsidiary only so long as such control exists. 'Affiliates' mean any person or company including associates, subsidiaries or holding entities which directly or indirectly controls a Party or is controlled by a Party or is under common control with a party.
- 2) Confidential Information. All information, whether oral or in writing or in digital or electronic form or any medium, concerning the Parties and/or affiliates and/or their respective business and products, including but not limited to:
 - a) All knowhow, methods, processes, formulae, inventions, designs, technical information, specifications, intellectual property, trade secrets, trademarks, computer or software programs, pricing, estimates, forecasts and predications;

- b) All analyses, studies, source codes, data, direction, and all other materials prepared and generated by the disclosing Party and/or Representatives which contain or reflect or are based, in whole or in part, upon and of the information buy the disclosing party.
- 3) **Duty of Care.** A Party receiving Confidential Information ("Recipient") from the other Party ("Discloser") shall protect such Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient shall not disclose any Confidential Information disclosed hereunder to any third party and shall limit disclosure of Confidential Information to only those of its employees and contractors with a need to know and who are bound by confidentiality obligations with Recipient at least as restrictive as those contained in this Agreement. Each Party shall be responsible for its employees' and contractors' adherence to the terms of this Agreement. Further, Recipient shall not reverse engineer, disassemble, or decompile any products, prototypes, software, or other tangible objects that embody Confidential Information.
 - 4) **Exclusions and Compelled Disclosure.** This Agreement imposes no obligation upon Recipient with respect to Confidential Information that Recipient can reasonably demonstrate (a) was in Recipient's rightful possession on or before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to Confidential Information. If Recipient receives a request, demand, subpoena or order issued by a court of competent jurisdiction or authorized governmental agency to disclose all or any part of Confidential Information, Recipient may comply with such request or demand only if Recipient promptly notifies Discloser in writing of any such requirement prior to the disclosure of Confidential Information (except where such notification is prohibited by applicable law) and reasonably cooperates with Discloser regarding Discloser's efforts, if any, to protect against any such disclosure. Recipient may release only that portion of the Confidential Information as required by the court or agency.
 - 5) **Return or Destruction of Confidential Information.** Within fifteen (15) days of Discloser's written request, Recipient shall, at Discloser's discretion, destroy or return all Confidential Information except for those copies that are retained in a Recipient's standard backup system in the normal course of business. Destruction of hardware provided under this Agreement shall be in compliance with all applicable laws.
 - 6) **No Other Rights.** Recipient does not acquire any intellectual property rights under this Agreement or any other rights except the limited right to use Confidential Information for the Permissible Use set forth above.
 - 7) **Warranty and Disclaimers.** Each Party warrants that it has the right to make the disclosures under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OR GUARANTEE AS TO ITS ACCURACY, COMPLETENESS, OPERABILITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY. THE DISCLOSER SHALL NOT BE LIABLE TO THE RECIPIENT FOR ANY DAMAGE, LOSS, EXPENSE, OR CLAIM OF LOSS OF ANY KIND OR CHARACTER (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR RELIANCE DAMAGES) ARISING FROM THE RECIPIENT'S USE OF OR RELIANCE ON THE CONFIDENTIAL INFORMATION.
 - 8) **Independent Development.** Discloser acknowledges that Recipient may currently or in the future develop information internally, or receive information from other parties that is similar to Discloser's Confidential Information. Nothing in this Agreement will prohibit Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in Discloser's Confidential Information provided that Recipient does not violate any of its obligations under this Agreement in connection with such development. Neither Party shall have any obligation to limit or restrict the assignment of its personnel as a result of their having had access to Confidential Information.
 - 9) **No Other Obligations.** This Agreement imposes no obligation, commitment or restriction on either Party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products, or to enter into any further agreements of any kind.
 - 10) **Governing Law.** This Agreement is made under and shall be construed according to the laws of the PHILIPPINES, excluding conflicts of law rules.
 - 11) **Equitable Remedies.** Recipient acknowledges that its breach of this Agreement may cause irreparable damage and agrees that Discloser shall be entitled to seek injunctive relief under this Agreement, as well as any other relief that may be granted by a court of competent jurisdiction in Bacoor City, Philippines.
 - 12) **General Provisions.** Neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement may be executed in multiple counterparts, each of which shall constitute a signed original. Any facsimile or electronic image of this Agreement or writing referenced herein shall be valid and acceptable for all purposes as if it were an original. The Parties do not intend that any agency, partnership or fiduciary relationship be created between them by this Agreement. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, in the event that any provision of this Agreement becomes or is declared unenforceable by any court of competent jurisdiction, such provision shall be deemed deleted and the remainder of this Agreement shall remain in full force and effect. All provisions of this Agreement will survive termination or expiration for the Confidentiality Period, and Sections 4-13 shall survive in perpetuity. If this Agreement is executed by one party and is not executed by the other party within sixty (60) days of the signing, then this Agreement shall be null and void and of no further effect.

- 13) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the protection of the Confidential Information disclosed during the term of the Agreement and supersedes and merges all prior oral and written agreements, discussions and understandings between them regarding the subject matter of this Agreement. Notwithstanding the foregoing, this Agreement shall not supersede any existing nondisclosure or confidentiality agreement between the Parties which contains terms more restrictive than those herein. No waiver or modification of any provision of this Agreement shall be binding unless made in writing and signed by an authorized representative of each Party.

The Parties hereto by their duly authorized representatives have executed this Agreement.

ZION STRATEGIC SOLUTIONS, OPC

Authorized Signature

Print Name

Title

Date



Authorized Signature

DANIEL ZAN BALTAZAR

Print Name

Title

09/23/2024

Date

