

Non-Disclosure Policy for Blue Fin Lending Asia Inc. Trading as iPera

1. **Whereas Clause:**

1. The Parties entered into a business relationship in order to offer financial services to, and/or accept financial services from, each other (the "Services"), in the course of which they shall be exchanging information, which is sensitive, substantial and confidential.
2. The purpose of this policy is to prohibit or restrict the disclosure of said information, which one party may have gained and accessed during its dealings with the other party; **NOW, THEREFORE**, in consideration of the foregoing premises, the Parties hereby agree to be bound as follows:

2. **Definition:**

Unless the context otherwise requires, the following expression shall have the following meaning: "*Confidential Information*" shall mean all information, whether oral or written and whether commercial, financial, or technical, and any other information including all secrets, financial data, or proprietary information in whatever form together with analyses, compilations, data, studies, reports or other documents prepared by either Blue Fin Lending Asia Inc or the other contracting party or parties (the PARTNER), in the course of the services being offered, through their respective employees, officers, directors, agents or representatives (collectively referred to herein as "Representatives") and furnished and provided to the other party. It shall further include such information that may originate or be derived from, or in connection with, such information. For this purpose, all information disclosed or received by either Party from the other is hereby expressly classified as privileged communication and shall be subject to the corresponding restrictions hereinafter agreed upon, unless otherwise expressly denominated to the contrary.

3. **Non-Disclosure and Non-Use:**

To maintain confidentiality of the **Confidential Information**, the Parties agree to the following:

1. Not to disclose or not to allow disclosure to third parties of Confidential Information except to the Party's Representatives who are directly responsible for the evaluation and/or processing of the information made available and submitted to said Party for the purpose for which it was given.
2. Not to make or allow to be made copies of any Confidential Information without the written consent of the disclosing party specifically authorizing the other Party to do so.
3. Not to use, employ, exploit, or allow the use, employment or exploitation of the confidential information disclosed by a party for any purpose other than for the intended purpose for which it was so disclosed without the express written consent of the disclosing party.
4. Not to disclose or otherwise disseminate confidential information to a party's representatives who are not directly involved with the services.
5. Not to do anything, which will necessitate the disclosure of confidential information to third parties without the prior written consent of the other party; and
6. Apart from in connection with the subject of this agreement, the RECEIVING PARTY shall not use any Information, and shall not refer to any Information, in any manner, including in presentations to existing or potential customers of the RECEIVING PARTY.

4. **Termination of access to and use of information:**

Either party may elect at any time and for any reason to terminate further access and use by the other party or its representatives to the confidential information disclosed to such other party. Should one party decide to terminate access to and use of the confidential information by the other party, the other such party shall, not later than fifteen (15) business days from its receipt of the disclosing party's written notice of termination, return all confidential material received and cause the destruction of all notes and copies of such confidential material in its

possession. The party concerned must confirm such destruction of confidential material in writing, via email, SMS, or direct messaging.

5. **No commitment to enter into a contract:**

Neither party shall have any obligation with respect to any transaction and/or contract by virtue of this agreement, nor shall any party have the right to compel the other party to enter into a transaction or a contract therewith, unless and until a definitive written agreement between them has been executed. Verbal contracts are not binding.

6. **Proprietary rights:**

All Information shall remain the property of the disclosing party. The receiving party shall immediately advise the disclosing party of any unauthorized disclosure, misappropriation, or misuse by any person as soon as the receiving party has knowledge of the same.

7. **No representation or warranty:**

No warranties are provided by the disclosing party with respect to the accuracy of the information.

8. **Mutual waiver and modifications:**

No waiver by either party of any term or condition hereof shall be valid unless made in writing signed by an authorized representative of that party. No waiver on any singular occasion shall be effective to waive the same or any other term or condition on any other occasion. All modifications to this agreement shall be in writing and signed by authorized representatives of both parties.

9. **Standard of care required:**

Both Parties agree to establish and maintain reasonable security measures to safeguard the confidentiality of the confidential information it has received by observing the same standard of care that it applies to its own confidential information. Both parties further agree to store and handle confidential information in such a manner as to prevent unauthorized access thereto and disclosure thereof. In case one party discovers any unauthorized access to confidential information, it shall promptly notify the other party thereof and respond appropriately to mitigate the effects and prevent a recurrence thereof.

10. **Effect of Breach:**

Both parties acknowledge that a breach of their respective obligations under this agreement may cause damage to the other party. In addition to other remedies available to a party under applicable laws and exclusive of an action for the recovery of damages, the party who suffered damaged or who is likely to suffer damage may seek injunctive relief against such breach or threatened breach.

11. **Exclusion from confidential information:**

The obligations of the receiving party hereunder shall not apply to any information which:

1. Was in the public domain at the time it was disclosed.
2. Enters the public domain other than by breach of this agreement by receiving party.
3. Is known to the receiving party prior to the time of its disclosure.
4. Is disclosed to receiving party on a non-confidential basis by a third party who is not bound by a confidentiality agreement with the disclosing party.
5. Is developed by the receiving party independently of any disclosure by the disclosing party.
6. Is required by applicable law, regulation, legal process, government, or regulatory authority to disclose provided however that prior to any disclosure under this provision, the receiving party shall advise the disclosing party of the applicable requirement and shall consult with the disclosing party to enable it to seek an order limiting such disclosure, all to the extent reasonably practicable.

12. **Release:**

If a party hereto can demonstrate in a clear and convincing manner that confidential information, provided by the other party is of public knowledge, or is accessible to the public, or registered/submitted to any public registry, or is in the public domain at the time of the disclosure, or has fallen into public domain through no act or omission of the first party or its

representatives, then such party shall be released from its obligation under this agreement in relation to the confidential information involved, but shall remain under a duty to maintain confidentiality in relation to all other confidential information provided to it by the other party.

If a party or its representatives shall be required by the compulsion of legal processes to disclose confidential information, it shall promptly notify the other party thereof so that the latter may seek the appropriate protective orders and/or waive the first party's compliance with the provisions of this agreement. If failing the issuance of injunctive order or the receipt of a waiver hereunder, a Party in the opinion of its counsel is compelled to disclose Confidential Information under pain of liability for contempt or other censure or penalty, then such Party may disclose Confidential Information without any liability hereunder.

13. Effectivity:

This Agreement shall take effect from the Effective Date and shall remain valid and in effect for the same duration of the contract or agreement that this agreement / policy was incorporated by reference. Notwithstanding this provision, all Confidential Information, which proprietary rights belong to Blue Fin Lending Asia Inc or which schemes will affect the business operations, shall remain confidential and cannot be disclosed by the other party without written approval. Furthermore, the duty of confidentiality over personal or confidential information of the Blue Fin Lending Asia Inc's representatives and clients, as protected by applicable laws shall survive the termination of this Agreement indefinitely.

14. Amendment:

No amendment, modification, or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by both Parties or their duly authorized representative.

15. Entire Agreement:

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior notices and agreements between the Parties, whether written or oral, with respect to the subject matter hereof.

16. Severability:

If any one or more of the provisions of this Agreement for any reason be declared to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as though such invalid, illegal or unenforceable provision(s) has never been set forth, in which case the Agreement shall be carried out as nearly as possible to its original terms and intent.

17. Notices:

All notices, demands or other communication required to be sent under this Agreement shall be made in writing and shall be delivered personally or sent by certified or registered mail with return receipt requested to a Party at its address set out on the Contract or Agreement. Any notice, demand, or other communication given or made in the manner prescribed in this clause shall be deemed to have been received as follows:

1. If sent by registered mail or courier, five (5) days after the date of mailing; or
2. If sent by email with an acknowledgement of receipt.
3. If sent by messenger, upon actual receipt by the receiving Party as evidenced by his signature on top of his printed name on the receiving copy.

18. Indemnity and Remedies:

The receiving party agrees that the disclosing party will be irreparably harmed in the event of a breach of this Agreement and that the disclosing party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive but be in addition to all other remedies available by law or in equity.

19. Non-Poaching Clause:

Both parties shall not, during the Term thereof, and within six (6) months from the termination of this agreement or any renewal thereof, directly or indirectly hire, solicit, engage, or recruit nor attempt to hire, solicit, engage or recruit any of the other party's employees, officers, or

agents, in a business relationship directly or indirectly, and regardless of whether or not such services offered by a party competes with those offered by the other party.

20. **Applicable Laws and Venue:**

This Agreement shall be construed, performed and enforced in accordance with the **laws of the Republic of the Philippines**, and any dispute or controversy arising from this Agreement shall be brought only before the **proper courts of Mandaluyong City**, to the exclusion of all other venues.