

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and effective

DATE: 18 April 2023

BETWEEN: Department of Environment and Natural Resources (the "Client"), represented by Marilou S. Mendoza, Chief Training and Development Division – Competency Development Section

AND: Joana Regina Lontoc Alberto, Consultant and Sole Proprietor of Twenty Two Holistic Wellness Consulting (the "Service Provider"), a company organized and existing under the laws of the Republic of the Philippines, with its head office located at TC-1409 The Grove by Rockwell, E. Rodriguez Jr. Ave., Pasig City., 1604

WHEREAS, Client will be given access to certain confidential and proprietary information; and

WHEREAS, Service Provider and Company wish to evidence by this agreement the manner in which said confidential and proprietary material will be treated.

WHEREAS, Workshop refers to the **Mindfulness: Embracing Nature Towards A Better Mental Well-Being** experience at ENR Academy, Carranglan, Nueva Ecija

NOW, THEREFORE, it is agreed as follows:

1. Confidential Information

The Service Provider may disclose certain confidential information to the Client during the Workshop including but not limited to, workshop materials, methodologies, strategies, techniques, and other proprietary information ("Confidential Information"). The Client agrees to treat all Confidential Information as strictly confidential and not to disclose, directly or indirectly, or use the Confidential Information for any purpose other than the Workshop and post-training activities.

2. Ownership of Intellectual Property

The Service Provider retains all ownership rights, title, and interest in and to the Workshop, including all intellectual property rights, trademarks, copyrights, and other proprietary rights. The Client acknowledges and agrees that the workshop materials and methodologies are the exclusive intellectual property of the Service Provider and that no ownership rights are transferred to the Client under this Agreement.

3. Force Majeure

No party shall be liable for the delay of implementation of the workshop on the agreed-upon date due to any cause or causes beyond its reasonable control, including, but not limited to any of the following: acts of God, government actions, war, fire, flood, explosion or civil

commotion, or any other event beyond the reasonable control of either party ("Force Majeure Event"), the Client and the Service Provider will work together in good faith to come up with a resolution. This may include rescheduling the Workshop to a mutually agreed-upon date or canceling the event. The Client acknowledges and agrees that the Service Provider shall not be liable for any damages or losses incurred by the Client as a result of a Force Majeure Event.

4. Confidentiality Obligations

The Client agrees to maintain the Confidential Information received from the Service Provider during the Workshop in strict confidence and not to disclose, directly or indirectly, or use the Confidential Information for any purpose other than the Workshop and its post-training activities. The Client shall take all necessary measures to ensure that its employees, contractors, agents, or any other third parties who have access to the Confidential Information also comply with the terms of this Agreement.

5. Term and Termination

This Agreement shall commence on the effective date of the Workshop and shall continue in effect until terminated by either party in writing. Upon termination, the Client shall return or destroy all Confidential Information in its possession or control and cease to use the Workshop materials other than the participants' personal use, and implement post-training activities.

6. Compliance with the Law

Both parties agree to abide by all nationwide and local laws, ordinances, and regulations of the Republic of the Philippines.

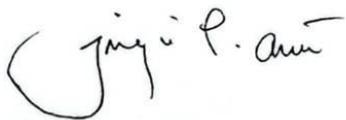
7. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. Any changes or modifications to this Agreement must be in writing and signed by both parties.

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms and conditions of this Agreement.

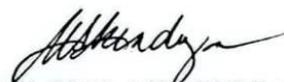
Date: 12 April 2023

Twenty Two Holistic Wellness Consulting



JOANA REGINA L. ALBERTO
Consultant & Sole Proprietor

**Department of Environment and
Natural Resources**



MARILOU S. MENDOZA
Training and Development Division –
Competency Development Section

WAIVER OF LIABILITY

This Waiver of Liability is made and effective

DATE: from 18 April to 21 April 2023

I, Marilou S. Mendoza, on behalf of the Department of Environment and Natural Resources (DENR), acknowledge that our participants wish to participate in the **Mindfulness: Embracing Nature Towards A Better Mental Well-Being Workshop** at ENR Academy, Carranglan, Nueva Ecija to be facilitated by **Joana Regina Lontoc Alberto**, Consultant and Sole Proprietor of **Twenty Two Holistic Wellness Consulting**.

We understand that there are inherent risks associated with this type of activity in which our employees will participate, and we fully acknowledge and understand these risks. These risks may include but are not limited to, injury, illnesses, diseases, animal and insect bites, or other threats of physical harm to myself and others, as well as damage to our person and/or property. We also understand that there may be other risks not known or reasonably foreseeable. We acknowledge that Ms. Alberto, her staff, and her company are not responsible for any harm that might occur.

We understand and agree that Ms. Alberto and her company do not provide insurance to cover expenses for medical treatment or damage to our personal property. Ms. Alberto strongly recommends that our employees consult with their medical doctor as required prior to participating in the experience, which includes physical, mental, and emotional practices.

We hereby fully release and discharge Ms. Alberto, her staff, and her company from all liability in connection with our participation in this experience. We understand that this waiver of liability applies to any and all claims, whether known or unknown, arising out of or in any way related to our participation in the Mindfulness: Embracing Nature Towards A Better Mental Well-Being Workshop.

By signing below, we acknowledge that we have read, understood, and voluntarily accept the terms and conditions of this waiver of liability.



MARILOU S. MENDOZA

Chief

Training and Development Division – Competency Development Section