



Non-Compete & Non-Disclosure Agreement

This Virtual Assistant Agreement (“Agreement”) is entered into by and between:

MYVATEAM LTD., a corporation organized and existing under and by virtue of the Philippines laws with principal office at B14 L16 Phase 3, Agan North Subd. Brgy. San Isidro, General Santos City, duly represented herein by Joan Haresco, Recruitment Manager, hereinafter referred to as the “**DISCLOSING PARTY**”.

-and-

_____,
[NAME and NATIONALITY], of legal age, and a resident of

[COMPLETE ADDRESS], hereinafter referred to as the “**RECEIVING PARTY**”

NON-COMPETE CLAUSE

For good consideration, the receipt of which is hereby acknowledged by the RECEIVING PARTY, the RECEIVING PARTY agrees not to compete with the DISCLOSING PARTY, or its successors or assigns.

Upon signing of this Agreement, the RECEIVING PARTY undertakes that during his/her engagement with the DISCLOSING PARTY and in case of separation from the DISCLOSING PARTY, whether voluntary or for cause, he/she shall not, for the next ten (10) years thereafter, engage in or be involved with any corporation, association or entity, whether directly or indirectly, engaged in the same business or belonging to the same industry as the DISCLOSING PARTY.

NON-DISCLOSURE CLAUSE

The RECEIVING PARTY shall hold all information received from the DISCLOSING PARTY or any of its clients (“Information”) in the strictest confidence. The RECEIVING PARTY or any other person under his/her direction shall not disclose, reveal or divulge such Information to any person/s, competitor/s, and/or third party/ies, other than for the purposes of the DISCLOSING PARTY and will not use for his/her own purposes, personal gain,



or for purposes other than those of the DISCLOSING PARTY any such Information which he/she has acquired in relation to the business of the DISCLOSING PARTY or its clients or either.

The RECEIVING PARTY agrees that the obligation not to disclose to others or use the Information continues in effect following the termination of this Agreement with the DISCLOSING PARTY, for whatever reason. The RECEIVING PARTY understands that the making of photocopies or electronic copies or any reproduction of these Information is prohibited unless expressly authorized by the DISCLOSING PARTY.

Further, the RECEIVING PARTY agrees that upon the request of the DISCLOSING PARTY, and in any event upon the termination of this Agreement, for whatever reason, the former shall immediately return all of the materials, including all copies in whatever form, containing such Information which are in his/her possession or under his/her control.

EXIT CLAUSE

Should the RECEIVING PARTY decide to resign or leave the job, he/she must give written notice to his/her immediate [POSITION OF MYVATEAM DESIGNATED EMPLOYEE] at least four (4) weeks before the effective date of resignation. However, the DISCLOSING PARTY reserves the right to accept the RECEIVING PARTY's resignation to take effect immediately or sooner than the date indicated.

It is understood that once the RECEIVING PARTY's resignation takes effect, he/she shall immediately turn over to his/her immediate [POSITION OF MYVATEAM DESIGNATED EMPLOYEE], all property, documents, data and records in his/her possession or custody.

LIQUIDATED DAMAGES

Any breach of the foregoing provisions shall render the RECEIVING PARTY liable to the DISCLOSING PARTY in the amount of Php500,000 (Five Hundred Thousand Pesos) for and as liquidated damages, including such other damages and/or remedies as may be appropriate in the circumstances. For this purpose, the RECEIVING PARTY hereby gives his/her consent for the DISCLOSING PARTY to withhold from his/her final pay this liquidated damages and to apply the same as and by way of indemnity to the DISCLOSING PARTY.



Signed:

Signed:

[Disclosing Party]

[Receiving Party]

By: MyVATeam

By:

Name: MyVATeam

Name:

Signature: _____

Signature: _____

Date: _____

Date: _____