

D. No Exclusivity; No Employee-Employer Relationship. EK acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to EK any exclusive rights or privileges to the exclusion of any other third parties.

It is further expressly agreed that either Party or any of its subsidiary or affiliate or any of its employees, officers, representatives or agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party or any of its subsidiary or affiliate or any of its employees, officers, representatives or agents.

E. Force Majeure. Neither Party will be responsible for any failure or delay in the performance of all or any part of this Agreement caused by acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts, pandemic, or other similar causes or circumstances which cannot reasonably be prevented by the Party whose performance is delayed.

F. Waiver. The failure of any Party to insist upon strict performance of any provision of this Agreement or to exercise any right herein contained shall not be a waiver or relinquishment for the future of such provision or right but the same shall remain in full force and effect.

G. No Modification. No modification, alteration, amendment, charge, addition, or waiver of any terms, covenants or conditions of this Agreement shall be effective unless it is in writing and duly executed by the Parties.

H. Assignment. Neither Party may assign any of its rights or obligations under this Agreement, without the written consent of the other Party hereto. Any prohibited assignment shall be null and void.

I. Severability. If at any time any provision of this Agreement is declared or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

J. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings, contracts, and agreements between the Parties.

K. Venue. In the event of controversy or claims arising out of this Agreement, the parties hereto agree to submit themselves exclusively, and to the exclusion of all other courts, to the jurisdiction of the courts of Balanga City.

L. Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the Philippines.

M. Counterparts. This Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.