Non-Disclosure and Personal Data Protection Agreement

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Issued by	GLOW BOOKING TECH INC. (Glow)
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Registered address	Unit D, 3rd Floor, Prestoza-Borcelis Commercial Building, Tanza-Trece Road, Landmass Park Subd., Biga 4108, Tanza, Cavite, Philippines
Contact	support@glowphilippines.com · +63 46 889 6200 · glowphilippines.com

ARTICLE 1. PURPOSE AND SCOPE

1.1. The Glow Platform is the application, technology system, technical infrastructure, and related tools operated by GLOW BOOKING TECH INC. ("Glow"), a corporation organized and existing under the laws of the Republic of the Philippines, in order to perform the functions of connecting, displaying, and supporting Platform operations.

1.2. A Technician is an independent individual who registers an account on the Glow Platform to directly provide Services to Customers. A Technician is not an employee, agent, representative, trustee, or member of Glow's personnel. A Technician independently decides whether to accept or reject each order, determines the manner, method, tools, and means of performing the work, organizes their own schedule, and remains responsible for the Services they provide.

1.3. A Customer is an individual or organization seeking to find, book, or use Services through the Glow Platform. A Customer must execute or affirmatively confirm this Agreement with Glow in the form and by the mechanism provided in this Agreement.

1.4. The purpose of this Agreement is to establish a framework for confidentiality and the protection of Personal Data and Message Data as between Customers and Technicians; to record the rights and obligations of Technicians and Customers when using the Glow Platform; and to record Glow's rights to collect, store, review, read, analyze through automated or artificial-intelligence systems, restrict, remove, or delete Message Data, to the extent necessary, proportionate, transparent, consistent with a valid lawful basis, and in accordance with applicable law.

1.5. This Agreement is a standalone agreement concerning confidentiality and data protection applicable to Technicians and Customers. Execution or confirmation of this Agreement does not create an employment, agency, representation, trust, brokerage, franchise, partnership, or joint-service relationship between a Technician and Glow, and does not alter the nature of the direct service relationship between a Technician and a Customer established through a transaction on the Glow Platform.

1.6. Where a Technician or a Customer has an assistant permitted to access Confidential Information or data within the scope of this Agreement, that Technician or Customer must ensure that the assistant is bound by confidentiality and data-protection obligations at least equivalent to those in this Agreement, and remains responsible for that person's conduct to the extent permitted by law and the applicable agreement.

ARTICLE 2. LEGAL BASIS AND RELATED PLATFORM DOCUMENTS

2.1. This Agreement is entered into on the basis of the Civil Code of the Philippines, the Intellectual Property Code of the Philippines (Republic Act No. 8293), the Electronic Commerce Act of 2000 (Republic Act No. 8792), the Cybercrime Prevention Act of 2012 (Republic Act No. 10175), the Consumer Act of the Philippines (Republic Act No. 7394), the Data

Privacy Act of 2012 (Republic Act No. 10173), its Implementing Rules and Regulations, applicable National Privacy Commission issuances, and other amending, supplementing, or replacing instruments in force from time to time.

2.2. This Agreement operates together with the Service Agreement between a Technician and Glow, the Operating Rules, the Privacy & Personal Data Protection Policy, the Terms of Service, point-of-interaction notices, and technical procedures lawfully issued by Glow.

2.3. In the event of any conflict between this Agreement and any mandatory provision of applicable law, such law shall prevail. Subject thereto, this Agreement shall prevail over inconsistent internal policies in matters of confidentiality and the governance of Message Data as between Technicians and Customers, unless the applicable Service Agreement expressly provides otherwise. The rights of data subjects and mandatory provisions of law apply in priority in accordance with law.

ARTICLE 3. DEFINITIONS

3.1. "Confidential Information" means information that has not been made public, or that Glow has not published, and that Glow provides, creates, collects, manages, operates, stores, or permits a Technician or a Customer to access directly or indirectly in any form, including paper records, electronic records, images, audio, machine-readable data, system data, aggregated data, analyzed data, and derived data.

3.2. "Personal Data" means information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual, including data relating to Customers, Technicians, contact persons, complainants, and other individuals interacting with the Glow Platform.

3.3. "Message Data" means the conversation and interaction history arising from or relating to communications between a Technician and a Customer through the messaging channel on the Glow Platform or an official integrated Glow channel, including message content, attachments, sent, received, and read timestamps, conversation identifiers, account identifiers, processing status, system logs, flagged content, system or artificial-intelligence review results, and related complaint-handling records.

3.4. "Review of Message Data" means access to, reading, filtering, classification, flagging, analysis, or assessment of Message Data by Glow or by a system designated by Glow, for the purposes of Platform operations, Platform safety, quality control, complaint handling, protection of User interests, fraud prevention, detection of prohibited conduct, and legal compliance.

3.5. "AI Content Review" means an automated or semi-automated system, model, filter, or tool used by Glow to review content on a continuous basis, identify risks, and support operations personnel, which does not fully replace assessment by authorized personnel for decisions that materially affect the lawful rights and interests of a User, except for temporary technical measures reasonably necessary to prevent an immediate risk.

3.6. "Valid Consent" means consent expressed through a clear affirmative action of the data subject, Technician, or Customer, by direct signature, digital signature, popup, one-time password, electronic identity verification, or an equivalent electronic mechanism, capable of being recorded as to the time, document version, content, and scope of consent. A consent mechanism must not use a pre-ticked box; silence or a failure to respond is not consent; and processing purposes requiring consent must be presented clearly so that the data subject can confirm the applicable scope.

3.7. "Executing or confirming this Agreement" includes each Technician and each Customer executing or confirming this Agreement with Glow electronically, on paper, or by another form permitted by applicable law.

3.8. "Complaint or Incident" means a report, request for support, dispute, indication of violation, information-security incident, request from a State agency, or circumstance requiring the retention of Message Data in order to verify a matter or protect the lawful rights and interests of Glow, a Customer, a Technician, or a third party.

3.9. "Effective Date" means the effective date stated in the version block at the head of this Agreement.

ARTICLE 4. SCOPE OF CONFIDENTIAL INFORMATION

4.1. Confidential Information includes, without limitation:

(a) trade secrets, technology secrets, operating models, product strategy, algorithms, system configuration, content-flagging rules, profile display standards, ranking policy, risk-control processes, and any data capable of creating a competitive advantage for Glow;

(b) Personal Data and transaction or service data of Customers, Technicians, and personnel, including identity verification records, identification data, booking history, ratings, complaints, violation reports, and customer-care data;

(c) Message Data, conversation history, access logs, consent logs, deletion logs, system or artificial-intelligence review results, operational notes, complaint-handling records, and any data derived from a conversation between a Technician and a Customer;

(d) contract information, the Fee Schedule, Advertising Fees, charging policy, revenue figures, development plans, communication plans, lists of Technicians and Customers, internal processes, access accounts, passwords, one-time passwords, application programming interface keys, and technical documentation; and

(e) information concerning an incident, a crisis, remedial measures, a decision to suspend or restrict an account, verification results, legal files, advice, and materials exchanged with counsel, advisers, service providers, or a competent authority.

4.2. Confidential Information does not include information that a Technician or a Customer can demonstrate by valid documentation: (i) was already in the public domain otherwise than through their breach; (ii) was lawfully known to them before receipt from Glow; (iii) was independently developed by them without use of Confidential Information; or (iv) is required to be disclosed under a mandatory requirement of a competent authority, provided that they notify Glow in advance to the extent permitted by law and disclose only the part required.

ARTICLE 5. COLLECTION, RETENTION, REVIEW, ACCESS, ANALYSIS, AND DELETION OF MESSAGE DATA

5.1. Glow may process Message Data only to the extent necessary, proportionate, and for the legitimate purposes stated in this Agreement and the Privacy & Personal Data Protection Policy, consistent with the Data Privacy Act of 2012. Within that scope, and on a valid lawful basis, Glow may collect, store, access, read, review, flag, extract, restrict access to, or delete Message Data for the following purposes:

(a) operating the messaging, booking, customer-care, and transaction-support tools on the Glow Platform;

(b) preventing and detecting fraud, prohibited conduct, off-Platform solicitation, and conduct that creates a safety risk;

(c) handling complaints, disputes, refund requests, and incidents, and preserving evidence where required;

(d) protecting the lawful rights and interests of Glow, Customers, Technicians, and third parties; and

(e) complying with applicable law and with a lawful request or order of a competent authority.

5.2. Glow may use automated systems, filters, or artificial-intelligence tools to assist in detecting risk indicators in the Message Data of Technicians and Customers. An automated result is a basis for consideration and is not the sole basis for applying a measure that materially affects a Technician or a Customer. A decision to apply a measure that materially affects a User, including permanent removal of a Technician profile from display or the suspension or termination of a Customer account, requires review by authorized personnel, except for a temporary technical measure reasonably necessary to prevent an immediate risk. Access to review results is role-based and logged.

5.3. Glow may delete, destroy, hide, separate, de-identify, or restrict access to Message Data where: (i) the retention period has expired; (ii) a User has made a valid deletion request; (iii) the content violates the messaging rules or applicable law; (iv) it is necessary to protect the security of the system; or (v) Glow determines that continued retention is no longer necessary for the purposes notified.

5.4. Where a Complaint or Incident arises, Glow may suspend deletion and continue to retain the relevant Message Data for so long as reasonably necessary to verify and handle the matter, to protect lawful rights and interests, to perform a legal obligation, or to comply with a request of a competent authority.

5.5. Glow's right to review, read, or delete Message Data does not create an obligation on Glow to monitor every conversation in real time, does not mean that Glow guarantees the quality of a Technician's Services, and does not alter Glow's character as the operator of a technology platform supporting connection.

ARTICLE 6. PREREQUISITES FOR USER POLICIES AND TERMS OF SERVICE

6.1. Before implementing or continuing a feature involving the reading or review of Message Data, Glow will maintain a Privacy & Personal Data Protection Policy, Terms of Service, Operating Rules, and point-of-interaction notices describing:

(a) the categories of Message Data collected and processed;

(b) the purposes of processing, being Platform operations, Platform safety, fraud prevention, complaint handling, User protection, and legal compliance;

(c) the possibility that Glow and its authorized personnel may read, review, extract, and process Message Data;

(d) the possibility that an artificial-intelligence system or automated filter may review content on a continuous basis and flag risk;

(e) the retention period, the default deletion mechanism, and the circumstances in which data is retained on the arising of a Complaint or Incident or a legal obligation; and

(f) the rights of Technicians and Customers to access, correct, withdraw consent, request deletion, object, and restrict processing, and the channel for submitting a request.

6.2. Before a User first uses the private messaging channel, the Platform will display a short notice explaining that messages may be stored or reviewed, the purposes of review, and the data-handling mechanism, and the User will confirm through the applicable design.

6.3. A Technician and a Customer must execute or confirm this Agreement and must reconfirm material updates through a valid mechanism before continuing to use the relevant feature. A Technician and a Customer must not treat the messaging channel as an absolutely private communication channel outside Glow's governance.

ARTICLE 7. RETENTION, DELETION, AND HANDLING OF MESSAGE-DATA DELETION REQUESTS

7.1. Message Data shall be retained for thirty (30) days as the default operational retention period, calculated from the end of the conversation or the completion of the related transaction, where no Complaint or Incident has arisen and no other retention obligation applies.

7.2. The thirty (30) day period is the default operational retention period. A longer period applies where retention is required for evidence, legal or regulatory compliance, dispute resolution, fraud prevention, security investigation, or another legitimate business purpose, or where required by law or a competent authority.

7.3. Glow will acknowledge and process a request by a data subject to exercise their rights within the period required or reasonably permitted under applicable law, taking into account the nature and complexity of the request. Glow may apply a shorter internal period for particular categories of request. Where applicable law permits an extension, or where additional verification is reasonably necessary, Glow will notify the data subject of the reason and the expected period.

7.4. Deletion or destruction must be supported by technical evidence or an internal record identifying the request reference, the scope of data, the time of deletion, the person or system performing it, the result, any data that could not be deleted or that must be retained, and the basis for retention.

7.5. Data held in backup media may be deleted through a reasonable overwrite or backup cycle, provided that Glow does not actively restore or use that data for a new purpose, except where necessary for system recovery, incident handling, a dispute, or compliance with a request of a competent authority.

ARTICLE 8. TECHNICIAN OBLIGATIONS CONCERNING CONFIDENTIALITY, MESSAGE DATA, AND USE OF THE MESSAGING CHANNEL

8.1. A Technician may use the Glow Platform, Message Data, and Confidential Information only within the scope of the Service Agreement and the Operating Rules, and may not use them to solicit Customers off the Platform, to avoid Advertising Fees, to compete unfairly, or for any personal purpose contrary to the applicable agreement or law.

8.2. A Technician must not:

(a) take a screenshot of, download, copy, extract, save to a personal device, transmit through a personal email, drive, or account, or otherwise transfer Message Data to an unauthorized person;

(b) disclose Customer information, booking history, complaint information, payment information, identification information, address, or any Personal Data to a third party without a lawful basis;

(c) send unlawful content, content infringing the rights of others, content misrepresenting the status of Glow or the Technician, or content contrary to the messaging rules and the Operating Rules;

(d) propose, solicit, or instruct a Customer to transact off the Glow Platform in order to avoid fees or to distort a financial obligation owed to Glow;

(e) use an automated tool, chatbot, virtual account, another person's account, or any technical method to conceal identity, manipulate interaction, evade control, or defeat a content-review mechanism; or

(f) post, share, publicly comment on, or use Message Data as evidence in media communications without Glow's prior written permission, except where provided to a competent authority in accordance with law.

8.3. A Technician must notify Glow promptly on discovering or suspecting: (i) a leak of Message Data; (ii) unauthorized access to an account; (iii) a request by a Customer or a third party to exchange sensitive information off the Platform; (iv) content indicating a violation; or (v) any incident affecting the safety, reputation, data, or interests of a User.

8.4. A Technician must comply with Glow's instructions concerning account locking, multi-factor authentication, password change, identity verification, document updating, revocation of access, deletion of locally stored data, and cooperation in handling an incident or complaint.

8.5. On termination of the relationship, or at Glow's request, a Technician must return, delete, or destroy Confidential Information and Message Data held outside the scope permitted by Glow, and confirm in writing that they no longer retain it.

ARTICLE 8A. CUSTOMER OBLIGATIONS CONCERNING CONFIDENTIALITY AND PERSONAL DATA

8A.1. A Customer must not:

(a) disclose a Technician's Personal Data, contact details, address, or identification information to a third party without a lawful basis;

(b) record, photograph, film, publish, or distribute the image, voice, or Personal Data of a Technician, except where reasonably necessary to make a complaint to Glow or a report to a competent authority;

(c) propose or solicit a transaction off the Glow Platform in order to avoid Platform rules, fees, or User-protection mechanisms;

(d) send unlawful, harassing, discriminatory, or sexually suggestive content, or request a Sensitive Service; or

(e) use Message Data for any purpose other than the booking to which it relates.

8A.2. A Customer must notify Glow promptly on becoming aware of a leak of Message Data, unauthorized access to an account, or a risk to the safety of a User.

8A.3. A Customer must use their own account for its intended purpose, must not share an account or password, and must not permit another person to use the account.

ARTICLE 9. OWNERSHIP, CONTROL, AND LIMITATIONS ON USE

9.1. Confidential Information, Message Data, system data, configuration, technical documentation, the Operating Rules, operating processes, analysis results, artificial-intelligence review results, complaint-handling records, and derived data are managed, controlled, and lawfully processed by Glow within the scope of the purposes, lawful bases, and rights recognized by law and by agreement. This provision does not limit the rights of a data subject in respect of their own Personal Data and must not be construed as transferring ownership of Personal Data to Glow.

9.2. Nothing in this Agreement shall be construed as transferring to a Technician or a Customer any intellectual property right, data ownership right, right of commercial exploitation, right of independent use, or right to publish Confidential

Information, except to the extent of a right of use expressly recorded in this Agreement or another applicable document.

9.3. A Technician may access Confidential Information only on the principles of need to know, role appropriateness, and least privilege. Glow may adjust, limit, revoke, or temporarily suspend access rights where there is a reasonable basis to consider that continued access creates a legal, data, User, or brand risk.

ARTICLE 10. INFORMATION SECURITY, ACCESS CONTROL, AND AI-ASSISTED REVIEW

10.1. A Technician and a Customer must use their own account for its intended purpose; must not share an account, password, or one-time password; must not permit another person to use the account; and must not access the account on an unsafe device or a device not lawfully under their control.

10.2. A Technician must observe minimum information-security measures, including a strong password, multi-factor authentication where required, device locking when not in use, operating-system updates, avoidance of software of unknown origin, and no storage of data on a portable drive or personal electronic device without Glow's permission.

10.3. A Technician and a Customer acknowledge that an AI Content Review system may produce a false positive or fail to detect a risk. Accordingly, a Technician and a Customer must not rely on the absence of a flag as an indication that content has been approved by Glow, and remain responsible for their own conduct on the messaging channel.

10.4. Glow applies role-based access control, access logging, and appropriate security measures to Message Data and to the results of review, and limits access to authorized personnel.

ARTICLE 11. TIMING OF EXECUTION, RECONFIRMATION, AND APPLICATION TO TECHNICIANS AND CUSTOMERS

11.1. A Technician must execute or confirm this Agreement before the Technician account is fully activated, or before the Technician first uses the messaging channel or accesses Message Data, whichever occurs first.

11.2. A Customer must execute or confirm this Agreement before first using the private messaging channel.

11.3. Where Glow materially amends the scope of processing of Personal Data or Message Data, the scope of AI Content Review, data sharing, the retention period, or the rights of Users, Glow will display an updated notice at the appropriate point of interaction and will require renewed Valid Consent before the User continues to use the affected feature.

11.4. Glow records the time of execution or confirmation, the document version, the account, the device, the internet protocol address or session identifier, and the confirmation method, to the extent necessary for legal compliance and accountability.

ARTICLE 12. BREACH, DAMAGES, AND REMEDIES

12.1. A breach of this Agreement may result in the application of measures under the Operating Rules, including a reminder, a warning, a feature restriction, suspension of display of a profile or advertising content, and, in a serious case, permanent removal from display or termination of the right to use the Platform, in each case subject to the review requirements in the Operating Rules.

12.2. A party in breach is liable to compensate the other party for actual damage proved to have been caused by the breach, in accordance with applicable law.

12.3. Where the parties have agreed a sum payable on a specified breach, that sum constitutes liquidated damages in the amount agreed by the parties, without prejudice to the recovery of actual damages where permitted by law. Nothing in this Article requires a party to pay an amount that a court or tribunal determines to be contrary to law.

12.4. Subject to the Data Privacy Act of 2012, applicable security requirements, legal restrictions, and any ongoing investigation, a Technician or a Customer may request information regarding the processing of their Personal Data, including whether Message Data relating to them has been accessed by internal personnel, to the extent that Glow is able to disclose that information without compromising security or an investigation.

12.5. Glow may apply an immediate temporary measure where reasonably necessary to prevent fraud, unlawful activity, or imminent harm, and will notify the basis within a reasonable period afterwards, except where notification would materially prejudice the protection of a victim, an investigation, or action by a competent authority.

ARTICLE 13. INCIDENT REPORTING, SUPPORT, AND COMPLIANCE COOPERATION

13.1. A Technician and a Customer must cooperate with Glow in verifying and handling a Complaint or Incident, and must provide documents, evidence, and information within the scope of their own responsibility and in accordance with applicable law.

13.2. Where a personal data breach affecting Message Data or Personal Data occurs, Glow will assess the incident and will notify the National Privacy Commission and affected data subjects within the period and in the manner required by the Data Privacy Act of 2012, its Implementing Rules and Regulations, and applicable National Privacy Commission issuances.

13.3. Glow may provide information to a competent authority where required or permitted by law, or pursuant to a lawful request or order, subject to applicable due-process and data-privacy requirements.

ARTICLE 14. CONFIDENTIALITY PERIOD AND SURVIVAL

14.1. The confidentiality obligations in this Agreement take effect on the Effective Date and continue for the duration of the relationship between the parties and for a period of five (5) years after its termination, or for such longer period as applicable law requires in respect of a particular category of information.

14.2. Obligations of confidentiality, non-use, non-disclosure, return or deletion of data, and cooperation in relation to an event that has already occurred are intended to survive termination and continue to apply.

ARTICLE 15. AMENDMENTS AND ELECTRONIC CONFIRMATION

15.1. Glow may amend this Agreement to reflect a change in applicable law or in the operating model. Each new version will be published with an effective date.

15.2. A material amendment affecting the scope of processing, the retention period, or the rights of a User will be notified in advance and will require renewed Valid Consent where required by applicable law or by the nature of the amendment. An amendment will not apply retroactively and will not prejudice vested rights unless required by law.

ARTICLE 16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement is governed by the laws of the Republic of the Philippines. Nothing in this Agreement shall be construed as preventing Glow from complying with any mandatory legal obligation applicable to it, provided that such compliance does not contravene a mandatory provision of Philippine law.

16.2. Any dispute, controversy, or claim between Glow and a Technician arising out of or relating to this Agreement, or its existence, validity, interpretation, breach, or termination, shall first be notified in writing by the party raising it, and the parties shall attempt in good faith to resolve the dispute through Glow's internal dispute-resolution process for a period of thirty (30) days from receipt of that notice. If the dispute is not resolved within that period, it shall be finally settled by arbitration administered by the Philippine Dispute Resolution Center, Inc. (PDRCI) in accordance with its Arbitration Rules in force at the time of submission, before one (1) arbitrator, with Metro Manila, Philippines as the seat of arbitration and English as the language of the proceedings, unless the parties agree otherwise in writing. The arbitral tribunal shall allocate arbitration costs, legal fees, and other expenses in accordance with the PDRCI Rules and applicable law.

16.3. This arbitration provision does not require a Customer to waive any right, remedy, or forum available under consumer-protection law that may not be waived, and does not prevent either party from seeking interim or protective relief from a court or competent authority where permitted by law.

16.4. During a dispute, a Technician and a Customer remain bound by their obligations of confidentiality, non-use, non-disclosure, return or deletion of data, and cooperation in relation to an event that has already occurred.

ARTICLE 17. GENERAL PROVISIONS

17.1. If any provision of this Agreement is held unlawful, void, or unenforceable, the remaining provisions continue in effect to the extent permitted by law, and the unenforceable provision shall be interpreted or adapted so as to come as close as legally possible to its original lawful purpose.

17.2. A delay or failure by a party to exercise a right does not constitute a waiver of that right or of the right to act in respect of a subsequent breach.

17.3. A Technician and a Customer may execute or confirm this Agreement with Glow electronically, on paper, or by another form permitted by applicable law. For electronic execution, an electronic copy, a confirmation record, the time, the related account or device information, and the version of the Agreement accepted at that time shall constitute prima facie evidence of electronic acceptance, subject to the Electronic Commerce Act of 2000, the Rules on Electronic Evidence, and applicable rules of evidence.

17.4. Contact for matters under this Agreement:

GLOW BOOKING TECH INC.

Address: Unit D, 3rd Floor, Prestoza-Borcelis Commercial Building, Tanza-Trece Road, Landmass Park Subd., Biga 4108, Tanza, Cavite, Philippines

Telephone: +63 46 889 6200

Email: support@glowphilippines.com