



6 May 2026

**PHILIPPINE DEALING AND
EXCHANGE CORPORATION**

29th Floor, BDO Equitable Tower
8751 Paseo de Roxas, Makati City

Attention: **ATTY. SUZY CLAIRE R. SELLEZA**
Head – Issuer Compliance and Disclosure Department

Re: **Material Information/Transactions**

Dear Atty. Selleza,

In compliance with the disclosure requirements of the Philippine Dealing and Exchange Corporation, please find attached Megawide Construction Corporation's (the "Company") disclosure on the Company's Amended and Restated Employee Stock Option Plan as approved by the Company's Board of Directors on 6 May 2026.

Should you have any questions or concerns, please do not hesitate to reach out to us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Melissa", written over a horizontal line.

MELISSA ESTER E. CHAVEZ-DEE

*Corporate Secretary, Assistant Compliance Officer, and
Corporate Information Officer*

SIGNATURES

Pursuant to the requirements of the Securities Regulation Code, the issuer has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MEGAWIDE CONSTRUCTION CORPORATION

Issuer



MELISSA ESTER E. CHAVEZ-DEE
Corporate Secretary

Date: 6 May 2026

SECURITIES AND EXCHANGE COMMISSION

SEC FORM 17-C

CURRENT REPORT UNDER SECTION 17 OF THE SECURITIES REGULATION CODE AND SRC RULE 17.2(c) THEREUNDER

1. Date of Report (Date of earliest event reported)

May 6, 2026

2. SEC Identification Number

CS200411461

3. BIR Tax Identification No.

232-715-069

4. Exact name of issuer as specified in its charter

Megawide Construction Corporation

5. Province, country or other jurisdiction of incorporation

Philippines

6. Industry Classification Code(SEC Use Only)

7. Address of principal office

No. 20 N. Domingo Street, Barangay Valencia, Quezon City

Postal Code

1112

8. Issuer's telephone number, including area code

(02) 8655 - 1111

9. Former name or former address, if changed since last report

N/A

10. Securities registered pursuant to Sections 8 and 12 of the SRC or Sections 4 and 8 of the RSA

Title of Each Class	Number of Shares of Common Stock Outstanding and Amount of Debt Outstanding
common	2,017,600,299
preferred	152,739,020

11. Indicate the item numbers reported herein

Item 9

The Exchange does not warrant and holds no responsibility for the veracity of the facts and representations contained in all corporate disclosures, including financial reports. All data contained herein are prepared and submitted by the disclosing party to the Exchange, and are disseminated solely for purposes of information. Any questions on the data contained herein should be addressed directly to the Corporate Information Officer of the disclosing party.



Megawide Construction Corporation

MWIDE

PSE Disclosure Form 4-30 - Material Information/Transactions
References: SRC Rule 17 (SEC Form 17-C) and
Sections 4.1 and 4.4 of the Revised Disclosure Rules

Subject of the Disclosure

Megawide Construction Corporation Employee Stock Option Plan

Background/Description of the Disclosure

On 6 May 2026, the Board of Directors of Megawide Construction Corporation approved the amendment of the Employee Stock Ownership Plan ("ESOP") of the Company to increase the number of shares allotted for the implementation of the ESOP from Ten Million (10,000,000) shares ("ESOP Shares") to One Hundred Ten Million (110,000,000) shares.

The ESOP Shares shall continue to be sourced from the Company's current treasury shares.

The foregoing remains subject to the requisite stockholders' and regulatory approvals.

Other Relevant Information

Please see attached SEC Form 17-C.

This disclosure is being amended to reflect the subsequent board approval of the Amended and Restated ESOP.

Filed on behalf by:

Name	Melissa Ester Chavez-Dee
Designation	Corporate Secretary/Corporate Information Officer

**AMENDED AND RESTATED
MEGAWIDE CONSTRUCTION CORPORATION
EMPLOYEE STOCK OWNERSHIP PLAN**

ARTICLE I

NAME, OBJECTIVE AND EFFECTIVE DATE

Section 1. Name

MEGAWIDE CONSTRUCTION CORPORATION (the “Company”) hereby establishes a stock grant and incentive plan to be known as the “AMENDED AND RESTATED MEGAWIDE EMPLOYEE STOCK OWNERSHIP PLAN” (the “Amended Plan”).

Section 2. Objectives

The Amended Plan is a component of the Company’s incentive program, established with the following objectives:

- (a) To encourage long-term commitment to the Company of officers and employees who are contributing significantly to the further success, growth and development of the Company by providing opportunity and means for them to acquire a certain level of equity interest in the Company; and
- (b) To motivate such directors, officers and/or employees to continue their efforts in contributing to the long-term success of the Company.

Section 2. Effective Date

This Amended Plan shall take effect on the date of approval by the Board of Directors and by the stockholders of the Company owning at least two-thirds (2/3) of the outstanding voting capital stock of the Company.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 1. Defined Terms

The following words and phrases, as used herein, shall have the meaning indicated, unless a different meaning is plainly required by the text:

- (a) *“Administrator”* means the duly elected and incumbent President and Chief Executive Officer of the Company or such other officer of the Company as may be designated the Board of Directors;
- (b) *“Applicable Law”* means any statute, law, decree, constitution, regulation, rule, ordinance, order, decree, approval, concession, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by or any interpretation or administration of any of the foregoing by, any Governmental Authority;
- (c) *“Company”* means Megawide Construction Corporation;
- (d) *“Board”* means the Board of Directors of the Company;
- (e) *“Date of Grant”* means the relevant date when the Stock Grant is officially granted by the Administrator as reflected in the relevant Grant Notice;
- (f) *“Eligible Employees”* means the *bona fide* employees of the Company with such rank/s, title or position and other qualifications who are eligible to be awarded of Grant Shares as set forth in Article V;
- (g) *“Exchange”* means The Philippine Stock Exchange, Inc.;
- (h) *“Governmental Authority”* means the Republic of the Philippines or any branch, department, agency or office thereof, exercising or entitled to exercise executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government of the Republic of the Philippines or any political subdivision thereof;
- (i) *“Grant”* means the right to receive any Grant Share, granted or awarded, to an Eligible Employee under the Amended Plan;
- (j) *“Grant Notice”* means the written notice or other instrument evidencing a Grant;
- (k) *“Grantee”* means an Eligible Employee who has been granted a Stock Grant under the Amended Plan;
- (l) *“Grant Shares”* means the Shares awarded to an Eligible Employee under Article XI, subject to the specific terms and conditions of the award as set forth in the Grant Notice;
- (m) *“Shares”* means the common shares of stock of the Company with par value of Php1.00 per share;

- (n) “*Registrar*” means the unit or person designated with duties and responsibilities of keeping, maintaining and monitoring records related to the Amended Plan as provided for in Article VII; and
- (o) “*SEC*” means the Securities and Exchange Commission;
- (p) “*Strike Price*” means the price per Share of the Grant Shares, which should be at a discount of ten percent (10%) over the 30-day volume weighted average price (VWAP) of the Shares at the relevant date set forth in Article VI;
- (q) “*Underlying Shares*” means the underlying Shares subject of the Amended Plan as set forth in Article III.

Section 2. Principles of Construction

Unless context requires otherwise:

1. words importing the singular include the plural and vice versa and words importing a gender include every gender;
2. the headings are inserted for convenience only and shall not affect the construction of the provision; and
3. references to Articles, Sections and Annexes are to articles, sections and annexes in this Amended Plan.

ARTICLE III

SHARES SUBJECT TO THE AMENDED PLAN

1. There shall be initially reserved as underlying Shares under this Amended Plan an aggregate of **One Hundred Ten Million (110,000,000) Shares** (the “**Underlying Shares**”) to be issued out of the authorized but unissued common capital stock of the Company and/or from its treasury shares, as the case may be.¹ The Company may, from time to time, add, allocate or reserve more Shares to the Amended Plan, subject to Applicable Laws.
2. If any Grant under this Amended Plan lapses, is forfeited or is otherwise terminated without the issuance of Shares covering such Grant, the Shares subject

¹ Out of the total Underlying Shares mentioned herein, One Hundred Million (100,000,000) Shares are available for distribution while the remaining Ten Million (10,000,000) Shares have already been granted to Eligible Employees under the original Plan which was approved by the Board of Directors on September 13, 2023 and by the Stockholders on July 3, 2024.

of such Grant shall, to the extent of such forfeiture or termination, be available for Grant under the Amended Plan.

3. In the event of any extraordinary change in corporate capitalization, such as a stock split, merger, consolidation or reorganization, or any extraordinary cash or stock dividend, the Administrator, upon approval of the Board, shall make such proportionate substitution or adjustments in the aggregate number of Underlying Shares, and in the number of Grant Shares, and/or such other equitable proportionate substitution or adjustments as it may determine to be appropriate in its sole discretion (including, without limitation, the payment of an amount in cash therefor).
4. The Company shall cause the filing, as applicable, of an (i) application for confirmation that the Amended Plan is exempt from registration with the SEC; and (ii) a listing application of the Underlying Shares subject of the Amended Plan with the Exchange, as may be applicable.

ARTICLE IV

ADMINISTRATION OF THE AMENDED PLAN

Section 1. Administrator

The Amended Plan shall be administered by the Administrator, who shall be the President and Chief Executive Officer, or may designate such other officer of the Company (under the President and Chief Executive Officer's supervision), as approved by the Board of Directors.

Section 2. Powers of the Administrator

1. Subject to the terms of the Amended Plan, the Administrator shall have the following powers and authorities:
 - (a) To apply, construe and interpret the terms and conditions of the Amended Plan;
 - (b) To have the final authority to approve the list of Grantees and their respective Grant Shares from a list of Eligible Employees to be provided by the Chief HR Officer of the Company. For the avoidance of doubt, such power includes the authority to include as Grantee(s), at the Administrator's sole discretion and subject to the minimum criteria set forth under Article V herein, any Eligible Employee(s) who may not be in the list provided by the Chief HR Officer;
 - (c) To determine whether a particular Grant may be awarded, cancelled, forfeited, waived or surrendered;

- (d) To prescribe the form of each Grant Notice, which need not be uniform for each Eligible Employee, but must at least contain the information provided in Article VI, Section 2;
- (e) To sign and execute the Grant Notice and any amendments or supplements thereof on behalf of the Company and to cause the delivery of such Grant Notice, amendments, or supplements, to the Grantee;
- (f) To exercise such discretion in the administration of the Amended Plan relative to certain Eligible Employees, including but not limited to the acceleration of vesting and issuance of Grant Shares to certain Grantee(s), or such other acts that in the Administrator's reasonable determination is in the best interest of the Company and will achieve the objectives of this Amended Plan as stated in Article I, Section 2; and provided that such special consideration is subject to the minimum criteria set forth under Article VII, Section 5 herein;
- (g) To recommend the appointment of third-party agents or advisors as it may deem necessary or advisable to administer the Amended Plan, subject to the approval by the Board; and
- (h) To adopt, alter, suspend or repeal such internal procedures, administrative rules, guidelines and practices governing the Amended Plan, as the Administrator deems necessary or appropriate to clarify, properly administer, implement and preserve the integrity of the Amended Plan.

Section 3. Duties of the Administrator

The Administrator shall have the following duties and responsibilities:

1. Overall supervision over the implementation of the Amended Plan, including but not limited to the supervision of the Registrar for the recording of Grants, monitoring of vesting, transfers and forfeitures, and the issuance of the Grant Shares in the name of the Grantees, and the settlement of taxes and fees related to such issuance;
2. Give instructions to the Human Resource Department necessary and incidental to the administration of the Amended Plan, including instruction to commence the selection of Eligible Employees in accordance with the minimum qualifications set forth in the Amended Plan and such criteria as may be appropriate;
3. Have the final decision on who among the Eligible Employees will be given Grants;
4. Cause, and supervise, the filing of applications and approvals with the SEC and the Exchange and all relevant Governmental Authorities relevant to the Amended Plan;

5. Resolve at first instance all issues and questions regarding the Amended Plan and the Grants; and
6. Perform such other duties and functions necessary for the proper administration of the Amended Plan.

Section 4. Compensation of the Administrator

The Administrator shall not be entitled to any compensation as such Administrator of the Amended Plan, but will be entitled to reimbursement by the Company of all reasonable expenses incurred in the performance of his duties as Administrator.

Section 5. Powers of the Board of Directors

Subject to the terms of the Amended Plan, the Board shall have the following authorities:

1. To amend or adjust the terms and conditions of this Amended Plan, for endorsement to and approval by the stockholders;
2. To make decisions with respect to outstanding Grant Shares required by a change in corporate control, or any event that triggers anti-dilution adjustments as provided for Article III;
3. To approve the appointment of third-party agents or advisors as it may deem necessary or advisable to administer the Amended Plan, upon recommendation by the Administrator;
4. To amend, suspend or terminate the Amended Plan, as economic conditions may warrant or on account of business necessity of the Company;
5. To make any and all other determinations which it deems to be necessary or advisable in respect of the Amended Plan; and
6. To decide with finality any dispute or question relating to the Amended Plan referred by the Administrator.

ARTICLE V

EMPLOYEE COVERAGE

1. Grant Shares may be awarded to key officers and employees who have significantly contributed to the financial performance of the Company in the preceding year.

2. The Human Resource Department of the Company shall prepare the list of Eligible Employees upon the instruction of the Administrator, based on the following minimum criteria:
 - (a) Employee is determined to be occupying a role that is crucial to the operational, financial or business success of the Company;
 - (b) Employee is determined to be occupying a role that is “in demand”, with no ready successor and apparent substitute in the relevant market;
 - (c) Employee possesses specialized knowledge or expertise, institutional or otherwise, and skills vital to the growth, success, and sustainability of the Company; or
 - (d) Employee has been employed in the Company for more than one (1) year at the time of the performance evaluation.
3. The Human Resource Department shall submit the proposed list of Eligible Employees to the Administrator for approval and for the final selection/confirmation of Grantees.

ARTICLE VI

GRANTS AND GRANT NOTICES

1. The Administrator may award Grants to Eligible Employees on an annual basis upon consideration of the following factors for each relevant year: (a) the overall performance of the Company; (b) the prevailing price of the Shares in the stock market; and (c) the individual performances of the Eligible Employee(s).
2. The Administrator shall notify the Grantee of any award of Grant under the Amended Plan, the number of Grant Shares and the terms and conditions of such Grant, which shall be embodied in a Grant Notice, stating at the minimum the following details:
 - (a) the date of the Grant;
 - (b) the full name of the Grantee;
 - (c) the position of the Grantee upon receiving the Grant;
 - (d) the number of Grant Shares, broken down per vesting period;
 - (e) a space for the conformity or acceptance of the Grantee;
 - (f) a statement that the Grant is subject to the relevant forfeiture and vesting terms and conditions set forth in Article VII; and
 - (g) a statement that, for avoidance of doubt, the Grantee shall not have or possess any rights as a stockholder with respect to the Shares covered by an award of Grant Shares until the vesting date as specified in the Grant Notice.

The Grant Notice may also contain information on the required procedure and documentation for the opening of a stock brokerage account.

3. Upon receipt of the Grant Notice in writing, provided that no cause for forfeiture or termination under Article VII occurs, a Grantee may accept the Grant Shares by signing his/her conformity on the Grant Notice and delivering an original copy thereof to the Administrator, through the Human Resource Department, within thirty (30) days from receipt of such Grant Notice.
4. Failure to accept the Grant and to signify conformity to the Grant Notice within the period specified in the preceding paragraph will cause the immediate forfeiture of the Grant Shares without need for prior notice.
5. Partial acceptance of any Grant is *not* allowed.
6. The Shares for the accepted Grant Shares will be issued to the Grantee on each relevant Vesting Date in accordance with Article VII and as specified in the Grant Notice. Upon vesting, the Grant Shares shall be issued to the Grantee fully paid, non-assessable and free from any and all claims or encumbrance. The Company shall pay for the Grant Shares at the Strike Price.
7. Where required and as a condition to the acceptance of the Grant, the Grantee shall open such an account with a stock brokerage firm in order to accept the vested Grant Shares. The Grantee may request to receive share certificates evidencing such Grant Shares after the listing date of the Grant Shares. Any expense to be incurred by such issuance of certificates shall be borne by the Grantee.
8. The Company shall submit the necessary documents to cause the actual listing of Shares issued in the name of Grantee with the Exchange.

ARTICLE VII

FORFEITURE AND VESTING

Section 1. Vesting

1. In furtherance of the objectives of the Amended Plan, and unless otherwise expressly stated hereunder, any and all Grant shall be subject to vesting periods as herein set forth (the “**Vesting Periods**”). The Shares covered by a Grant shall vest and will be issued to the Grantee in accordance with the following Vesting Periods, provided that the Grantee continues to be employed with the Company, subject to other terms and conditions of the Grant, and without prejudice to the applicability of Article VII, Section 5 herein:

Shares covered by Grant	Vesting Date
Fifty Percent (50%)	First (1 st) year anniversary of the relevant Date of Grant
Twenty-five percent (25%)	Second (2 nd) year anniversary of the relevant Date of Grant
Twenty-five percent (25%)	Third (3 rd) year anniversary of the relevant Date of Grant

A sample vesting schedule is provided in Annex A for clarity.

- For avoidance of doubt, no Grant shall confer on any Grantee any of the rights of a shareholder of the Company unless and until Shares are duly vested and issued to the Grantee in accordance with this Article and other terms of the Grant.

Section 2. Retirement

Upon the retirement of a Grantee under the Company's regular retirement program and as a result, the Grantee's employment and service with the Company is terminated, all the remaining Grant Shares shall not be forfeited but the vesting and issuance thereof to the Grantee shall remain subject to the Vesting Periods and other terms and conditions of the Grant not inconsistent herewith.

Section 3. Death

Upon the death of Grantee, all Grant Shares and other rights awarded to him under a Grant shall accrue and be available to his legal heirs or estate, subject to Applicable Laws, including laws and regulations on succession and estate settlement. The Grant Shares that have yet to vest shall not be forfeited but the vesting and issuance thereof to the Grantee shall remain subject to the Vesting Periods, and other terms and conditions of the Grant not inconsistent herewith.

Section 4. Forfeiture of Grants

In all other cases, unless the Company states otherwise in writing, the Grant Shares and the rights or benefits accruing thereto may be revoked upon the Company's sole and absolute discretion and forfeited in the event of termination or severance of employment for cause, or resignation by the Grantee, or in the event of imposition of any administrative or disciplinary sanction or penalty against the Grantee at any time during and after each relevant Vesting Period.

Section 5. Performance Trigger

Notwithstanding the Vesting Periods set forth in Section 1 of this Article and in the Grant Notice, the Administrator may, in his sole discretion, determine if a particular Grantee has achieved a significant and quantifiable level of performance or contribution, to the

Company from the time of the Grant, which would warrant special treatment of the Grant Shares (the “**Performance Trigger**”).

To determine a Performance Trigger, the Administrator shall evaluate the Grantee’s performance based on the following factors: (i) exceptional individual performance in the Company, with significant and noticeable contribution to its growth and business; (ii) ability to consistently achieve the Company’s objectives; (iii) the overall performance of the Company; and (iv) such other significant contributions of the Grantee over the course of his/her employment. The Administrator may, at its discretion, consult internal performance evaluations, management recommendations, or other relevant materials in reaching its decision.

The Administrator shall document in writing the evaluation process conducted, detailing the specific qualifications observed from the Grantee following the metrics provided above.

ARTICLE VIII

TAXES AND FEES

Section 1. Documentary Stamp Tax

Any documentary stamp taxes, fringe benefit tax, tax on compensation and charges and fees that may be due on the issuance of the Grant Shares to a Grantee shall be for the account of the Company.

Section 2. Other Taxes and Fees

The Company shall not be liable for any taxes on income, documentary taxes, fees and charges arising from or accruing on transactions subsequent to the issuance of the Grant Shares to the Grantee, such as the sale or any means of disposition of the Shares by the Grantee.

ARTICLE IX

AMENDED PLAN REGISTRAR AND REGISTRY

Section 1. Appointment of Registrar

The Company’s Human Resource Department shall serve as the Registrar of the Amended Plan, under the direct supervision of the Administrator.

Subject to approval of the Board, the Administrator may recommend the appointment of an independent third-party registrar (which may also act as trustee for the Plan), which

shall be a trust department of a duly licensed universal or commercial bank in the country. In such case, the Company reserves the right to require other responsibilities and confer reasonable and customary authorities to such appointed third-party Registrar trustee.

Section 2. Responsibilities of the Registrar

The Registrar shall have the following duties and responsibilities:

- (a) Maintain a registry of Grants containing the following:
 - 1. Authority for the Grant;
 - 2. Names of the Grantees;
 - 3. Number of Grant Shares granted to each Grantee;
 - 4. Date of Grant/s;
 - 5. Vesting Period and Dates;
 - 6. Strike Price/s for relevant Grant Shares, as applicable;
 - 7. Official Receipt No., if any; and
 - 8. Such other information as may be necessary for the proper implementation of the Amended Plan.
- (b) Receive and comply with all instructions from the Administrator regarding the implementation of the Amended Plan;
- (c) Maintain and keep originals and copies of all executed agreements, notices, letter-advice from the Administrator and Grantees, and other documents related to the Amended Plan; and
- (d) Perform other duties necessary for the proper implementation of the Amended Plan and proper discharge of its duties and responsibilities.

Section 3. Records of the Registrar

The registry and records of the Registrar shall be conclusive upon the Grantees, absent any manifest error found thereon. The Administrator shall be entitled to rely upon all information furnished to it by the Registrar.

ARTICLE X

MODIFICATION, SUSPENSION OR DISCONTINUANCE

Section 1. Modification, Suspension, Discontinuance

While it is expected that the Amended Plan will continue indefinitely until all the Grant Shares shall have been delivered to the Grantees, the Amended Plan may further be amended, suspended or terminated at any time by the Company as economic conditions

may warrant or on account of business necessity. No amendment, suspension or termination of the Amended Plan shall prejudice any rights already vested or any privilege already exercised. No modification, suspension or discontinuance shall be applied retroactively so as to adversely affect or reduce in any way the benefit accrued to any Grantee.

Section 2. Termination

In the event of termination of the Amended Plan, the Grant Shares already awarded as of termination date shall be immediately vested in full and the Grant Share shall accrue and be available for issuance to the Grantee.

Section 3. Suspension of the Amended Plan

In the absence of any specific rules or guidelines adopted by the Administrator or the Board on suspension of the Amended Plan, the preceding Section shall apply in case of suspension of the Amended Plan.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. Unfunded Amended Plan

This Amended Plan shall be unfunded and the Company shall not be required to segregate any assets in connection with any benefits under this Amended Plan. Any liability of the Company shall be based solely upon the contractual obligations that may be created as a result of the Amended Plan or any corresponding Grant Agreement. No such obligation of the Company shall be deemed to be secured by any pledge of, encumbrance on, or other interest in, any property or asset of the Company. Nothing in this Amended Plan shall be construed as creating in any respect of any Eligible Employee (or any beneficiary thereof or any other person) any equity or other interest of any kind in any assets of the Company or creating a trust of any kind or a fiduciary relationship of any kind between the Company and/or any such Eligible Employee, any beneficiary or any other person.

Section 2. Tenure of Employment

The establishment of this Amended Plan shall not be construed as conferring any rights upon any employee to be retained in the service of the Company, or to interfere with the right of the Company to manage, discipline or discharge any employee at any time, nor shall it give the Company the right to require the employee to remain in its service, nor shall it interfere with the employee's right to terminate his service at any time.

Section 3. Management Powers

Nothing contained in this Amended Plan shall be deemed as a limitation on the inherent management powers and prerogative of the Company.

Section 4. Future Rights

No employee of the Company shall have any claim or right to be granted an award under the Amended Plan. There shall be no obligation of uniformity of treatment of employees of the Company under the Amended Plan. Further, the Company may adopt other compensation programs, plans or arrangements as it deems appropriate or necessary. The adoption of the Amended Plan shall not confer upon any employee of the Company any right to continued employment in any particular position or at any particular rate of compensation, nor shall it interfere in any way with the right of the Company to terminate the employment of its employees at any time, free from any claim or liability under the Amended Plan.

Section 5. Expenses of the Amended Plan

Other than as provided in the Amended Plan, expenses of establishing, maintaining and administering the Amended Plan shall be borne by the Company.

Section 6. Disputes

Any dispute arising under the Amended Plan or any rules, guidelines or regulations issued pursuant thereto may be referred to the Administrator in writing, who shall decide on the same. The Administrator may refer any dispute to the Board of Directors, whose decision on such dispute shall be final and binding.

Section 7. Applicable Laws

This Amended Plan shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

Section 8. Separability Clause

If any term or provision of the Amended Plan shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part of the Amended Plan.

Approved on September 13, 2023 by the Board of Directors and on July 3, 2024 by the Stockholders of the Company; As amended on _____ by the Board of Directors and on _____ by the Stockholders of the Company.