

NON-DISCLOSURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Non-Disclosure Agreement is entered into by and among **LAND BANK OF THE PHILIPPINES** hereinafter referred to as "**PROCURING ENTITY**" and _____, hereinafter referred to as "**SUPPLIER**".

WITNESSETH: THAT

WHEREAS, the **PROCURING ENTITY** and **SUPPLIER** mutually agree to work together for the LANDBANK Credit Card.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between the **PROCURING ENTITY** and **SUPPLIER**.

NOW, THEREFORE, the parties hereto agree, as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as " Disclosing Party") to the other parties, including their affiliates and subsidiaries, (hereinafter referred to as " Receiving Party) and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein, the term "Confidential Information" shall mean all non- public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, bank data/file, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend of the Disclosing Party. If information is not marked with such legend or is disclosed orally, the information will be identified as confidential at the time of disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

- a. has been or becomes now or in the future published in the public – domain without breach of this agreement or breach of a similar agreement by a third party; or
- b. prior to disclosure hereunder, is properly within the legitimate possession of the

- Receiving Party which fact can be proven or verified by independent evidence; or
- c. subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- d. is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- e. is disclosed with the written approval of the other party or after the applicable period of confidentiality

3. SCOPE OF USE

All parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- a. hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement
- b. restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;
- c. advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- d. not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- e. use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party is required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written opinion of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall **advise** and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

6. RETURN OF CONFIDENTIAL INFORMATION

Any confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify

that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

7. REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any Loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

8. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties. If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain if from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this _____ day of _____ 2022 in the City of _____.

LAND BANK OF THE PHILIPPINES

By:

By:

Signed in the presence of:

ACKNOWLEDGEMENT

(Republic of the Philippines)

BEFORE ME, A Notary Public for and in the above stated locality, on this _____ day of _____ 2022, personally appeared:

NAME

Tax Identification No.

LAND BANK OF THE PHILIPPINES

known to me and to me known to **be** the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporation/agency represented.

This instrument refers to **Agreement** consisting of four (4) pages, including the page where the acknowledgment appears and signed by the parties and their instrumental witnesses on each and every page thereof.

IN **WITNESS WHEREOF**, I have hereunto set my hand and seal on the date and at the place first above-written.

Doc. No
Page No.
Book No.
Series of 2022

NOTARY PUBLIC

ACKNOWLEDGEMENT

Republic of the Philippines
(_____) S.S.

BEFORE ME, A Notary Public in the above stated locality, on this _____ day of _____
2022, personally appeared:

NAME

Tax Identification No.

known to me and to me known to be the same person who executed the foregoing instrument and she acknowledged to me that the same is her free and voluntary act and deed and that of the corporation/agency represented.

This instrument refers to **Agreement** consisting of four (4) pages, including the page where the acknowledgment appears and signed by the parties and their instrumental witnesses on each and every page thereof.

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Page No. ____;
Book No. ____;
Series of 2022.

NOTARY PUBLIC

ACKNOWLEDGEMENT

Republic of the Philippines
(_____) S.S.

BEFORE ME, A Notary Public in the above stated locality, on this _____ day of _____
2022, personally appeared:

NAME	Tax Identification No.
_____	_____
_____	_____

known to me and to me known to be the same person who executed the foregoing instrument and she acknowledged to me that the same is her free and voluntary act and deed and that of the corporation/agency represented.

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NOTARY PUBLIC