

Non-Disclosure Agreement

This Agreement is entered into this _____ day of _____, 20 ____ by and between <Third Party or Supplier's name> with office at _____.

And

St. Luke's Medical Center (SLMC) Multi-Purpose Cooperative (MPC) with office at 279 E. Rodriguez Sr., Blvd. Quezon City.

WHEREAS, SLMC MPC is the provider of business and personal information and other similar services.

NOW, THEREFORE, in consideration of the mutual undertaking of SLMC MPC and the <Third Party or Supplier's name> under this Agreement, the parties agree as follows:

- 1. Confidential Information defined.** In connection with the ,<system/name> program implemented by <Third Party or Supplier's name>, and which SLMC MPC engages in by way of participation, SLMC MPC agrees to disclose and <Third Party or Supplier's name> agrees to receive such information. Such nonpublic information may include, but is not limited to, SLMC MPC business and operations, infrastructure, designs, technical information, business plans, software, marketing strategies, financial information, business activities, customer lists, pricing and related strategies, materials relating to equipment, processes and products invented or used by SLMC MPC, and such other nonpublic information of a confidential nature pertaining to one or more clients of SLMC MPC. Such information, whether written, or oral together with analyses, compilations, or other documents prepared by SLMC MPC or its officers, that contain or otherwise reflect such information, shall be referred to as "Confidential Information".
- 2. Limitation on Use and Disclosure of Confidential Information.** <Third Party or Supplier's name> shall not use the Confidential information in any way except for the purpose set forth in this agreement. The confidential information provided by SLMC MPC to <Third Party or Supplier's name> shall kept confidential and shall not be disclosed, in whole or in part of by <Third Party or Supplier's name> to any person other than SLMC MPC's representatives who need to know the Confidential Information for the purpose of evaluating the proposed transactions. <Third Party or Supplier's name> should protect the confidential information from unauthorized access and use. <Third Party or Supplier's name> shall inform its Representatives of the nonpublic nature of the Confidential Information and direct its representatives to treat such Confidential information in accordance with the terms of this agreement. <Third Party or Supplier's name> shall be responsible for any breach of the terms of this agreement by its Representatives. Except as otherwise required by law, <Third Party or Supplier's name> and its Representatives shall not disclose to any person (a) that the Parties have exchanged Confidential Information, (b) that discussions or negotiations are taking place concerning the transactions or (c) any of the terms, conditions or other facts with respect to any possible transactions, without the prior consent of SLMC MPC. <Third Party or Supplier's name> shall not reverse, disassemble or decompile any prototypes, software, or other tangible objects that embody SLMC MPC Confidential information. <Third Party or Supplier's name> agrees to take all steps reasonable necessary to protect the secrecy of the Confidential information and to prevent the Confidential information from falling onto public domain or into the possession of unauthorized persons.
- 3. Ownership of the Confidential Information.** <Third Party or Supplier's name> acknowledges and agrees that all Confidential Information shall remain the property of, and that SLMC MPC may use such Confidential Information for any purpose without obligation to <Third Party or Supplier's name>. Nothing contained herein shall be construed as granting or implying any transfer of rights to <Third Party or Supplier's name> in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential information.

4. **Return or destruction of Confidential information.** At SLMC MPC request, *<Third Party or Supplier's name>* shall promptly return all originals, copies, reproductions, and summaries of the Confidential information or, at SLMC MPC option, certify destruction of same.
5. **Injunctive relief.** The parties acknowledge the SLMC MPC may be irreparably harmed by *<Third Party or Supplier's name>* breach of its confidentiality obligations under the agreement. Accordingly, the Parties agree that SLMC MPC shall be entitled, in addition to any other rights and remedies available to SLMC MPC, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
6. **Assignment.** This agreement shall be binding upon and benefits each Party's respective successors and lawful assigns; provided, however, that neither Party may assign this Agreement (except by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party.
7. **Term and Termination.** This agreement shall apply to all Confidential information disclosed by SLMC MPC to *<Third Party or Supplier's name>*, including without limitation any Confidential information disclosed prior to the date of this agreement, and shall continue in full force and effect for so long as *<Third Party or Supplier's name>* retains or continues to receive Confidential information from SLMC MPC. Notwithstanding the foregoing, either Party may terminate this agreement upon thirty (30) days prior to written notice to the Party. All section of this agreement relating to the rights and obligations of the parties concerning Confidential information disclosed during the term of this agreement shall survive any termination.
8. **Waiver.** No failure or delay by a Party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this agreement.
9. **Definitive Agreement.** Until an agreement relating to the transactions is executed, the Parties shall have no obligation to proceed with the transactions. Each party may terminate discussions concerning the transactions with the other party at any time for any reason.

We have read and fully understood the content of the attached confidentiality agreement between the *<Third Party or Supplier's name>* and SLMC MPC and agree to abide by its provisions.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date first set forth above.

Disclosing Party

Receiving Party

By_____

By_____

Name:

Name:

Title:

Title:

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, personally appeared Lolita A. Culaba and _____ and they showed to me their Government-issued Identification Card Nos. _____ and _____, respectively, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2018.