

Republic of the Philippines)
QUEZON CITY) S.S.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this ____ day of _____
by:

Center for the Designed Environment Professions (CDEP), an entity duly organize and existing under the law of the Philippines with office address at No. 2 Matulungin St., Brgy. Central Quezon City, as represented by **Cristopher Stonewall P. Espina**, herein referred to as the **Disclosing Party**

- And between -

_____, Filipino, of legal age, with postal address ____
(Reviewee Name)

_____, and likewise referred to herein as Reviewee (the "**Recipient**" or the "**Receiving Party**").

The Receiving Party hereto desires to participate in an online review for _____ (the "**Review**"). During the Review, the Disclosing Party may share certain proprietary information with the Recipient.

Therefore, in consideration of the mutual agreement and covenant contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

- (a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
 - (i) review materials, sample plans, sample designs, and
 - (ii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - (iii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions and information of the employees, consultants and /or lecture of the disclosing party.
 - (iv) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;
- b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:
 - (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
 - (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;

(iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;

(iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

(v) is or has been independently developed by the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will:

(a) limit disclosure of any Confidential Information to itself, co-reviewees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;

(b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential;

(c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and

(d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated Board Examination Review and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Term.

This Agreement shall remain in effect for a two-year term from the time the review session period ended. Notwithstanding the foregoing, the parties' duty to hold in confidence the Confidential Information that was disclosed during term shall remain in effect 2 years from the time of disclosure.

5. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information such as review materials, sent them, online sources would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms

hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

6. **Penalty:**

Any violation of this Agreement shall give rise to the right of the Disclosing Party to file the necessary Civil and Criminal cases against the Receiver including the filing of necessary complaint to prevent the latter from taking his/her oath in the event that he will pass the License Board Exam.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party	Receiving Party
Name: CRISTOPHER STONEWALL P. ESPINA Title: President	Name: _____ Title: Reviewee

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ACKNOWLEDGEMENT

Before me a Notary Public of Quezon City personally came and appeared:

Name	Proof of Identity
_____	_____
_____	_____

known to me and to be the same persons who executed the foregoing **NON-DISCLOSURE AGREEMENT** consisting of three (3) pages, including this page on which this acknowledgment is written, signed by the parties on this page and on the left hand margin of the preceding two (2) pages, and they acknowledged to me that the same is their free and voluntary act.

WITNESS MY HAND AND SEAL _____ day of _____ 20____, in QUEZON CITY Philippines.

Notary public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.