

Non-Disclosure Agreement

This Agreement is entered into this _____ day of _____, 20____ by and between Philippine Cooperative Central Fund Federation, with office at PCF Building, 20 M. Zosa St., Capitol Site, Cebu City ("PCF")

And

_____ Cooperative, with office at _____ ("COOP").

WHEREAS, PCF possesses the capability and processes for Coop Financing: Cooperation among Cooperatives that are confidential and proprietary in nature ("Confidential Information");

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

NOW, THEREFORE, in consideration of the mutual undertakings of the COOP and the PCF under this Agreement, the parties agree as follows:

1. **Confidential Information defined.** In connection with the **iMCOOP Coop Credit Information System** program implemented by PCF and which the COOP engages in by way of participation, the COOP agrees to disclose and PCF agrees to receive such information. Such nonpublic information may include, but is not limited to, COOP business and operations, infrastructure, designs, scientific and technical information, business plans, software, marketing strategies, financial information, business activities, customer lists, pricing and related strategies, specifications, drawings, layouts, blueprints, patent applications and other materials relating to machinery, equipment, processes and products invented or used by COOP, and such other nonpublic information of a confidential nature pertaining to one or more clients of COOP. Such information, whether written or oral, together with analyses, compilations, studies or other documents prepared by COOP or its affiliates, officers, directors, employees, agents or representatives (collectively, the "Representatives") that contain or otherwise reflect such information, shall be referred to as "Confidential Information."
2. **Limitation on Use and Disclosure of Confidential Information.** PCF shall not use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth in this Agreement. The Confidential Information provided by COOP to PCF shall be kept confidential by PCF and shall not be disclosed, in whole or in part, by PCF to any person other than COOP's Representatives (as defined in the above paragraph) who need to know the Confidential Information for the purpose of evaluating the proposed transactions. PCF shall take all reasonable security precautions (and in any event at least as great as the precautions PCF takes to protect its own most sensitive confidential business information) to keep confidential and protect the Confidential Information from unauthorized access and use. PCF 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. PCF shall not use or allow the use of the Confidential information for any purpose except to evaluate the proposed Transactions. PCF shall be responsible for any breach of the terms of this Agreement by its Representatives. Except as otherwise required by law, PCF 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, including the status thereof, without the prior consent of COOP. PCF shall not reverse engineer, disassemble or decompile any prototypes, software, or other tangible objects that embody COOP Confidential Information. PCF agrees to take all steps reasonably 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. **Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and PCF shall have no obligation with respect to such information where the information:
 - (a) Was known to PCF prior to receiving any of the Confidential Information from _____.
 - (b) Has become publicly known through no wrongful act of PCF;
 - (c) Was received by PCF without breach of this Agreement from a third party without restriction as to the use and disclosure of the Information;
 - (d) Was independently developed by PCF without use of the Confidential Information; or
 - (e) Was ordered to be publicly released by the requirement of a government agency.
4. **Ownership of the Confidential Information.** PCF acknowledges and agrees that all Confidential Information shall remain the property of _____, and that COOP may use such Confidential Information for any purpose without obligation to PCF. Nothing contained herein shall be construed as granting or implying any transfer of rights to PCF in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
5. **Return or destruction of Confidential information.** At COOP's request, PCF shall promptly return all originals, copies, reproductions, and summaries of the Confidential Information or, at COOP option, certify destruction of same.

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6. **Injunctive relief.** The parties acknowledge the COOP may be irreparably harmed by PCF's breach of its confidentiality obligations under the Agreement. Accordingly, the Parties agree that COOP shall be entitled, in addition to any other rights and remedies available to COOP, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
7. **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.
8. **Term and Termination.** This Agreement shall apply to all Confidential Information disclosed by COOP to PCF, 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 PCF retains or continues to receive Confidential Information from COOP. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days prior 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.
9. **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.
10. **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 PHILIPPINE COOPERATIVE CENTRAL FUND FEDERATION (PCF) and the _____ and agree to abide by its provisions.

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

Philippine Cooperative Central Fund Federation
(PCF)
By

BETTA SOCORRO S. SALERA
Chief Executive Officer

(COOP)
By:

Authorized Representative Signature over printed Name