

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "**Agreement**") is entered into on [date] between:

[COMPANY], a company/single proprietorship, duly existing under Philippine laws, with address at [ADDRESS] herein represented by its [POSITION], [NAME OF REPRESENTATIVE] ("Company");

and

[COMPANY], a company/single proprietorship, duly existing under Philippine laws, with address at [ADDRESS] herein represented by its [POSITION], [NAME OF REPRESENTATIVE] ("CompanyB").

### RECITALS

**WHEREAS**, the Company is engaged in the business of \_\_\_\_\_;

**WHEREAS**, the CompanyB is engaged in the business of \_\_\_\_\_;

**WHEREAS**, in the course of their venture each party may receive confidential information which are not known to the public.

**NOW THEREFORE**, for an in consideration of the above premises, the Parties have agreed as follows:

- 1. Definition.** Confidential Information refers to any information disclosed by Disclosing Party to the Receiving Party that are not generally available to the public relating to a project or business of the disclosing party.
- 2. Duties of the Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence and shall not disclose it without the consent of the Disclosing Party.
- 3. Breach.** The Receiving Party agrees to indemnify the Disclosing Party against any and all damages incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this agreement.
- 3. Term.** The provisions of this Agreement shall survive the termination of this Agreement for [X].

**IN WITNESS WHEREOF**, the parties have signed this Non-Disclosure Agreement on the date first above written.

**[COMPANY]**

**[COMPANYB]**

**DRAFT GLPH**