

## **MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (Agreement), entered into this 14<sup>th</sup> day of April 2015 at Makati City, Metro Manila by and among:

The **SECURITIES AND EXCHANGE COMMISSION (SEC)**, with principal office address at SEC Building, EDSA, Greenhills, Mandaluyong City, and represented herein by its Chairperson, **Teresita J. Herbosa**;

The **SOCIAL SECURITY SYSTEM (SSS)**, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, and represented herein by its President and CEO, **Emilio S. de Quiros, Jr.**;

The **PHILIPPINE HEALTH INSURANCE CORPORATION (PhilHealth)**, with principal office address at Citystate Centre, 709 Shaw Boulevard, Pasig City, and represented herein by its President and CEO, **Alexander A. Padilla**;

The **HOME DEVELOPMENT MUTUAL FUND (Pag-IBIG Fund)**, with principal office address at Petron Megaplaza Building, 358 Sen. Gil Puyat Avenue, Makati City, and represented herein by its Chief Executive Officer, **Darlene Marie B. Berberabe**;

(SEC, SSS, PhilHealth and Pag-IBIG Fund shall each be referred to herein as a “**Disclosing Party**” when it is the source of the Confidential Information or a “**Receiving Party**” when it is the recipient of the Confidential Information.)

(SEC, SSS, PhilHealth and Pag-IBIG Fund shall each be referred to herein as a “**Party**” and collectively as the “**Parties**”);

### **-WITNESSETH-**

**WHEREAS**, the Parties are members of the inter-agency Task Force on Ease of Doing Business (EODB Task Force) which was created under Administrative Order (AO) No. 38, s. 2013 to ensure the implementation of the *Gameplan for Competitiveness* and to improve the ranking of the Philippines in the Doing Business Survey (DBS) of International Finance Corporation-World Bank (IFC-WB);

**WHEREAS**, as an initiative of the EODB Task Force, the Disclosing and Receiving Parties have entered into a Memorandum of Agreement (MOA) dated 14 April 2014 for the online issuance of SSS, PhilHealth and Pag-ibig Fund Employer’s Registration Numbers (ERNs) through the SEC (hereinafter referred to as the “Integrated Business Registration System”);

**WHEREAS**, in the course of the implementation of the Integrated Business Registration System, a Disclosing Party may share certain confidential information with a Receiving Party;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties agree to undertake the following:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material, whether tangible/written or intangible/oral or electronic, not generally known to the public, that has or could have value or other utility imparted by the Disclosing Party to the Receiving Party in the course of the implementation of the Integrated Business Registration System. *Provided*, that for tangible/written information, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. *Provided further*, that for intangible/oral information, the Disclosing Party shall promptly provide a writing indicating that such oral communication constitutes Confidential Information.

2. Exclusions from Confidential Information. The Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means and sources other than the Disclosing Party, and (d) necessary to be alleged or required to be disclosed in a judicial or administrative proceeding, or otherwise requested or required to be disclosed by law or regulation, *provided* that the Receiving Party shall timely notify the Disclosing Party of the required disclosure.

3. Obligations of the Receiving Party. The Receiving Party shall hold and maintain the Confidential Information acquired through the Integrated Business Registration System in strictest confidence and shall restrict access to the Confidential Information to its employees, contractors and third parties as is reasonably required. The Receiving Party shall ensure that the persons accessing the Confidential Information are properly notified of the nature of the same and shall, at its option, require the person/s concerned to execute nondisclosure agreements.

The Receiving Party shall use the Confidential Information solely in connection with the current or contemplated business relation between the parties as provided in the MOA unless such other use is authorized in writing by the Disclosing Party.

4. Duration. This Agreement shall survive the termination of the MOA and the Receiving Party's obligation to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer serves its purpose in furtherance of the objectives of the MOA.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either Party a partner, joint venturer or employee of the other Party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties.

7. Integration. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by all the Parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement is binding on all the Parties, their representatives, assigns and successors. Each Party has signed this Agreement through its authorized representative.

**TERESA J. HERBOSA**  
Chairperson  
Securities and Exchange Commission

**EMILIO S. DE QUIROS, JR.**  
President and CEO  
Social Security System

**ALEXANDER A. PADILLA**  
President and CEO  
Philippine Health Insurance Corporation

**DARLENE MARIE B. BERBERABE**  
Chief Executive Officer  
Home Development Mutual Fund

WITNESSES:

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## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES  
MAKATI CITY, METRO MANILA ) S.S.

BEFORE ME, a Notary Public for and in Makati City, Philippines, this 14<sup>th</sup> day of April 2015 personally appeared:

	Competent Proof of Identification
Teresita J. Herbosa	SEC ID No. 1235
Emilio S. De Quiros, Jr.	Driver's License No. N16-74-034761 expiring on 27 Sep 2017 – Quezon City
Alexander A. Padilla	TIN No. 134-534-852
Darlene Marie B. Berberabe	IBP Lifetime Member No. 03339

who have satisfactorily proven to me their identity through their Identification indicated opposite their names, that they are the same persons who executed and voluntarily signed the foregoing Mutual Non-Disclosure Agreement which they acknowledged before me as their free and voluntary act and deed, that they are acting as the representative/attorney-in-fact of their respective principal, and that they have the authority to sign in such capacity.

The foregoing Mutual Non-Disclosure Agreement consisting of four (4) pages including the page on which this acknowledgment is written, has been signed on the left margin of each and every page by the parties and the witnesses.

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

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
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Series of 2015.