



## Agreement for Exchange of Confidential Information

This Agreement protects confidential information (Information) while maintaining each party's ability to conduct its respective business activities. The following terms apply when one party (Discloser) discloses Information to the other (Recipient).

### Disclosure

Information disclosed orally or not marked with a restrictive legend must be identified as confidential at the time of disclosure. Each disclosure of Information is subject to this Agreement for five years following the initial date of disclosure.

### Obligations

Recipient will use Information only for the purpose for which it was disclosed or for the benefit of Discloser, and will use reasonable care to avoid disclosure of the Information other than to Recipient's:

- employees and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; or
- subcontractors, financial and legal advisors, and then only to those who have a need to know.

Before disclosure to any party in (a) or (b), Recipient will have a written agreement with such party sufficient to require that party to treat Information substantially the same as described in this Agreement.

If required to disclose Information by law or court order, Recipient will endeavor to give Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order.

### Disclaimers

**Discloser provides Information without warranties of any kind** and is not liable for any damages arising out of Recipient's use of Information disclosed under this Agreement.

This Agreement does not require either party to disclose or to receive Information, perform any work, or enter into any license, business engagement or other agreement. Neither this Agreement nor any disclosure of Information under it creates any joint or fiduciary relationship or grants Recipient any right or license under any trademark, copyright or patent, now or subsequently owned or controlled by Discloser.

The receipt of Information under this Agreement does not preclude Recipient from:

- developing, manufacturing, marketing or providing products or services which may be competitive with products or services of Discloser, or entering into any business relationship with any other party; or
- assigning its employees in any way it may choose.

Any Information is subject to change or withdrawal without notice.

Recipient may disclose, disseminate, and use Information that is already in its possession without obligation of confidentiality, developed independently, obtained from a source other than Discloser without obligation of confidentiality, publicly available when received or subsequently becomes publicly available through no fault of the Recipient, or disclosed by Discloser to another without obligation of confidentiality.

### General

**Assignment.** Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other except as part of the divestiture of a business line where the acquirer agrees to be bound by the terms of this Agreement. Any attempt to do so is void.

**Termination.** Either party may terminate this Agreement by providing at least one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

**Modification.** Only a written agreement signed by both parties can modify this Agreement.

**Choice of Law.** Both parties agree to the application of the laws of the Philippines to govern, interpret, and enforce all of the parties' respective rights, duties, and obligations arising from, or relating to, the subject of this Agreement, without regard to conflict of law principles.

**Import/Export Compliance.** Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States.

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This Agreement, including any applicable supplements, is the complete agreement regarding the exchange of Information, and replaces all prior oral or written communications, representations, warranties, covenants, and commitments between Company and IBM regarding the exchange of Information. Each party accepts the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or electronically.

Agreed to:

{Company Full Legal Name} ("Company")

By \_\_\_\_\_

Authorised Signature

Name (type or print):

Date:

Identification number:

Address:

Agreed to:

IBM Philippines, Inc. ("IBM")

By \_\_\_\_\_

Authorised Signature

Name (type or print):

Date:

Agreement number:

IBM address: