

NON – DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** (“Agreement”) is made by and between the Parties on 9TH day of March 2021.

I. PARTIES

A. **CORPORATE GUARANTEE & INSURANCE COMPANY, INCORPORATED** doing business under the name and style of **CORPORATE GUARANTEE (A Non-Life Insurance Company)** (Formerly: **CORPORATE GUARANTEE & INSURANCE COMPANY, INCORPORATED**), a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 2nd Floor, CGIC Building, Jose Abad Santos Avenue, City of San Fernando, Pampanga, herein represented by its Chief Operating Officer, **CARMELO ALABADO**, hereinafter referred to as “**CORPORATE GUARANTEE;**”

-And-

B. **SGS PHILIPPINES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 3/F Algeria Bldg., 2229 Chino Roces Avenue, Makati, Metro Manila, herein represented by its, Auditors, **ELLEN S. CRUZ** and **FATIMA T. FRANCISCO**, hereinafter referred to as “**SGS.**”

They shall collectively be referred to as the “**PARTIES.**”

II. RECITALS

A. **CORPORATE GUARANTEE** engages the services of **SGS**, and **SGS** accepts, as its provider of certification, verification and inspection to determine conformity on International Organization for Standardization (ISO) 90001:2015 Quality Management Systems;

A. **SGS**, as part of the engagement will conduct a remote surveillance audit on scheduled dates of March 10 -11, 2021 (“Audit”) through the online platform agreed by the Parties and based on the defined audit plan (“Audit Plan”) prepared by **SGS**, hereto attached as integral part of this Agreement;

B. The Audit scope as agreed shall cover the provision of non-life insurance products and services (issuance of policies and settlement of claims) for motor, fire, casualty, marine and bonds;

C. The Audit will be carried out fully by remote auditing using the following Information and Communication Technology (ICT) tools: meeting and interviews, document/records review and observation of activities/facilities, to be facilitated by the designated auditors Ms. Ellen Cruz and Ms. Fatima Francisco, and an invited Industry Expert.

III. CONFIDENTIAL INFORMATION

A. “Confidential Information” shall mean all information or material, whether oral or written, that has or could have commercial value or other utility in the business in which **CORPORATE GUARANTEE** is involved or engaged. This includes commercial, financial, or technical, and any other information including secrets, financial, confidential, or proprietary information in whatever form together with data, reports, manuals, policies, regulations or other documents prepared by **CORPORATE GUARANTEE**, in the course of its business through its respective employees, officers, directors, agents or representatives (“Representatives”).

B. For this purpose, information and data disclosed or received by **SGS** are hereby expressly classified as Confidential Information and/or privileged communication and shall be subject to the corresponding restrictions herein agreed upon.

IV. CONFIDENTIALITY OBLIGATIONS

In consideration of the Confidential Information supplied by **CORPORATE GUARANTEE** and contained in the requested documents by **SGS**, the latter agrees and undertakes to:

- i. Hold and maintain all data and information disclosed by **CORPORATE GUARANTEE**, in oral, documentary and/or electronic form, in strictest confidence for the sole and exclusive benefit of **CORPORATE GUARANTEE** and, except as hereinafter provided, will not disclose, use or permit the disclosure or use of such information without the written consent of **CORPORATE GUARANTEE**;
- ii. Use the disclosed Confidential Information only for the intended purpose of remote surveillance audit, and shall not retain by any means, including but not limited to copying, saving, printing and photographing without the express written consent of **CORPORATE GUARANTEE**;
- iii. Use its reasonable endeavours to ensure that all Confidential Information of **CORPORATE GUARANTEE** in the possession of **SGS** is protected against unauthorized disclosure to third parties;
- iv. Carefully restrict access to Confidential Information to officers, employees, contractors and representatives who are directly involved in the rendition of the services or fulfillment of the intended purpose and those who by virtue of their functions have access or right to access the said Confidential Information and shall be limited to the purposes stated in this Agreement;
- v. Execute separate non-disclosure agreements at least as protective as those in this Agreement;
- vi. **SGS** shall not, without the consent of **CORPORATE GUARANTEE**, use for the former's benefit, publish, copy, distribute, or otherwise disclose to others, or permit the use by others for their benefits or the detriment of **CORPORATE GUARANTEE**, any Confidential Information. Upon request of **CORPORATE GUARANTEE**, **SGS** shall return to **CORPORATE GUARANTEE** any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

The documents to be provided by **CORPORATE GUARANTEE** shall be limited to those covered by the Audit Plan prepared by **SGS**.

Additional documents that may be subsequently required by **SGS** and to be provided by **CORPORATE GUARANTEE** for the fulfillment of the intended purpose, by extension, are covered by this Agreement.

V. EFFECTIVITY

The duty of confidentiality over Confidential Information provided in this Agreement shall survive the termination of this Agreement.

VI. LIABILITY AND INDEMNIFICATION

The PARTIES agree that it would be impossible or inadequate to measure and calculate the damages of either party from any breach of the covenants set forth herein. Accordingly, in the event of breach of any of the provisions in this Agreement, **CORPORATE GUARANTEE** shall have the right, in addition to any other right or remedy available:

- vii. To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and,
- viii. To order specific performance of any such provision in this Agreement.

The **SGS** likewise agrees to irrevocably and unconditionally indemnify and hold **CORPORATE GUARANTEE**, its officers, employees and agents, free and harmless from and against any and all claims, suits, actions or demands, or losses, damages, costs and expenses including, without but not limited to, attorney's fees and costs of suit that **CORPORATE GUARANTEE** party may face, suffer or incur by reason or in respect of **SGS'** breach of any of the warranties and obligations set forth herein, regardless of the cause of such breach.

VII. OTHER TERMS and CONDITIONS

A. This Agreement represents the entire agreement between the PARTIES and supersedes any and all prior arrangements, understanding or agreement between the PARTIES, whether written or oral, relating to the subject matter covered by this Agreement.

B. Nothing herein shall restrict either party from disclosing any Confidential Information pursuant to any law, legal process, judicial or other lawful order or regulation but only to the extent of such law, legal process, order, rules or regulation or as may be mutually agreed.

C. All communications between the PARTIES related to the purpose of this Agreement shall be between the authorized representatives of the PARTIES. **SGS** shall not be permitted to contact any other officers, employees, consultants, advisers, customers or suppliers of **CORPORATE GUARANTEE** without the prior written consent of the latter.

D. No licenses or rights are granted hereby to **SGS** in any Confidential Information disclosed by **CORPORATE GUARANTEE** pursuant hereto except the right to use the Confidential Information in accordance with this Agreement.

E. Any and all Confidential Information, including intellectual property rights and trade secrets, disclosed under and subject of this Agreement shall be the exclusive property of the **CORPORATE GUARANTEE**.

F. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right hereunder.

G. Nothing in this Agreement will operate to exclude or restrict **SGS'** liability, if any, for negligence, fraud or fraudulent misrepresentation or the negligence, fraud or fraudulent misrepresentation of a person for whom it is vicariously liable.

H. No variation, amendment or modification of this Agreement shall be valid unless it is in writing and signed by all PARTIES.

I. This Agreement shall be governed by and construed in accordance with the law the Republic of the Philippines. The PARTIES hereby irrevocably agree to submit themselves to the proper courts

and/or tribunals of the City of San Fernando, Pampanga, to the exclusion of all other venues which are hereby expressly waived.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives on the date and year written above at _____, Philippines.

**CORPORATE GUARANTEE &
INSURANCE COMPANY, INCORPORATED**
doing business under the name and style of
CORPORATE GUARANTEE
(A Non-Life Insurance Company)
(Formerly: **CORPORATE GUARANTEE &
INSURANCE COMPANY, INCORPORATED**)
By:

SGS PHILIPPINES, INC.

By:



CARMELO B. ALABADO
Chief Operating Officer

ELLEN S. CRUZ
Lead Auditor


FATIMA T. FRANCISCO
Audit Team Member

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines) S. S.
_____) S. S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared:

NAME	PROOF IF IDENTITY	VALID UNTIL/ISSUED ON
CARMELO ALABADO	UMID No. CRN0111-1609472-1/SSS Phils.	
ELLEN S. CRUZ FATIMA FRANCISCO	SSS: 33-3418297-6	

having satisfactorily made known to me their identity through the document of identification indicated opposite their name to be the same person who executed the foregoing instrument, consisting of four (4) pages including the page upon which this acknowledgment is printed, and they acknowledged before me that they freely and voluntarily affixed their signature thereon for the purpose stated in the instrument, that the same is their own free and voluntary act and deed, and that having acted in a representative capacity, they are duly authorized to act in such capacity.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No.: _____;
Page No.: _____;
Book No.: _____;
Series of 2021.