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Private and Confidential

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made and executed this ____ day of ___, 2019, in the City of Makati, by and between: **R.G. MANABAT & CO.**, a general professional partnership organized and existing under the laws of the Republic of the Philippines with principal office at The KPMG Center, 9th Floor, 6787 Ayala Avenue, Makati City, Metro Manila, Philippines, hereinafter to be referred to as the "**Firm**",

and

I, **«Complete_Name»**, a Filipino, and a «Course» student from **«School»**, residing at «Complete_Permanent_Address», Philippines, hereinafter to be referred to as "**On-the-Job Trainee (OJT)**";

WHEREAS:

The OJT shall be participating in the OJT program of the Firm.

The OJT acknowledges that in the course of the OJT program, an OJT may receive confidential or proprietary information from the Firm.

The OJT agrees to sign this agreement containing a confidentiality clause in order to safeguard the interests of the Firm in respect to the Confidential Information.

DECLARE TO HAVE AGREED AS FOLLOWS;

1. For the purpose of this agreement, "Confidential Information" refers to any sensitive and/or proprietary information concerning the Firm's business or affairs, which may be directly or indirectly acquired by the OJT in the course of the OJT program including any information communicated to the Firm by any of its clients or prospective clients.

2. The OJT shall not disclose the Confidential Information to any person, whether or not an employee of the Firm, who is not expressly authorized by a partner or principal of the Firm to receive such information.

3. The OJT shall use the Confidential Information only to comply with the instructions given to him by Firm employees under the OJT program.

4. The OJT shall immediately return to the Firm all items of Confidential Information, including all copies thereof in whatever form, upon the expiration or termination of the OJT program.

5. The obligations of the OJT under this agreement shall not expire.

6. No announcement or disclosure relating to any of the Firm's pursuits or engagements/clients will be made or solicited by the OJT or on behalf of the Firm or its clients without the prior written consent of the Firm.



Thus agreed upon and drawn in duplicate on the 15th day of May, 2019, at R.G. Manabat & Co.

By:

«Complete_Name» On the Job Trainee **Smith D. Dacasin** Senior Manager People, Performance & Culture