



**McCANN
WORLDGROUP**

TRANSFORMING BRANDS
& GROWING BUSINESSES

McCann Worldgroup Philippines

5/F Active Fun Building
9th Avenue corner 28th Street
City Center, Bonifacio Global City
Taguig, Philippines 1604
T +63 2 548 6200

CONFIDENTIAL INFORMATION & NON-COMPETE AGREEMENT

FOR NEW HIRES

This CONFIDENTIAL INFORMATION AGREEMENT, dated _____, executed by and between McCann Worldgroup Phils. Inc., a corporation duly licensed to do business in the Philippines, with principal office at 5/F Active Fun Building, 9th Avenue corner 28th Street, City Center, Bonifacio Global City, Taguig (the "Company"), and _____, with address at _____ (the "Employee"), as an integral part of the latter's employment contract with the company,

WITNESSETH:

WHEREAS, the employee learns, to a greater or lesser degree, facts about the Company's and its clients' business methods, practices, and other trade secrets and proprietary information which are not known to the general public or to the competitors of the Company and its clients;

WHEREAS, these business methods, practices, and other trade secrets and proprietary information are owned by the Company or the particular clients to which they refer, as the case may be;

WHEREAS, it is important to the continued success of the Company that these business methods, practices, and other trade secrets and proprietary information remain known to only the Company or the particular client concerned;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the parties agree as follows:

1. The Employee acknowledges that all records, documents, and other papers of the Company and its clients, and all information (including e-mail messages, digital documents and all electronic files), data, or knowledge pertaining to the Company's and its clients' business or affairs (collectively referred to as the "Property"), which the Employee receives, comes to know or develops during the course of his employment, are strictly confidential and thus, the Employee shall always maintain and safeguard the Property's confidentiality.
2. The Employee shall not make any unauthorized disclosure, use or reproduction of the Property at any time during or after his employment with the Company, except as required by his duties during his employment, or as the Company or the particular client to which the property belongs may otherwise consent in writing.
3. The Employee shall not disclose any information (including e-mail messages, digital documents and all electronic files), data, or knowledge which relates to the Company's or its clients' secrets as contained in



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business processes, methods, compositions, improvements, inventories, discoveries or otherwise, or which the Company has received in confidence from others.

4. At the start of his/her employment and at any other time when so requested by McCann Worldgroup Phils., the Employee shall disclose to McCann Worldgroup Phils. the names of all his/her relatives, within the fourth civil degree of consanguinity or affinity, working with a person or entity whose business or activity is similar to or in competition with that of McCann Worldgroup Phils. or of the latter's client/s whose account the Employee is handling.
 5. During the term of his/her employment, the Employee shall not engage in any other employment, occupation, consultancy, or any other activity, whether on a full or part-time basis, which is directly related to or in competition with the business of McCann Worldgroup Phils. or the client/s whose account he/she is handling.
 6. In the event that the employee resigns or is separated from service for whatever reason, the Employee shall not work, within a period of six (6) months from such separation or termination, with any person or entity whose business or activity is in competition with that of McCann Worldgroup Phils.' client/s whose account he/she handled while in McCann Worldgroup Phils.' employ without the prior written consent of McCann Worldgroup Phils. or the client/s concerned.
 7. The Employee affirms that his obligations under this Agreement are part of the consideration for, and the terms and conditions of, his employment with the Company.
 - 7a. The Employee likewise, affirms compliance with existing Company security policies.
 8. The Company and its management shall neither ask nor compel the Employee to reveal, and the Employee shall not disclose to the Company, any proprietary information or trade secrets of other Companies or clients the Employee may have worked with.
 9. A violation by the Employee of this Agreement shall constitute a ground for immediate termination. This right or remedy of the Company is without prejudice to other legal rights or remedy such as a suit for damages, that may be availed of by McCann Worldgroup Phils. or any of its clients prejudiced by the Employee's violation of these obligations, including the prohibition against employment as provided under Item 6 of this Agreement.
- By this Agreement, the Employee hereby grants the client/s of McCann Worldgroup Phils. damaged or prejudiced by his/her violation of this Agreement, the right to directly institute the action against him/her.
10. In the event of any voluntary termination of the Employee's employment with the Agency, the Employee agrees as follows:



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- a. The Employee shall give the Agency at least 30 days notice prior to any voluntary termination of employment, or such longer period of notice as the Agency may from time to time specify in writing.
- b. Prior to departure from the Agency, the Employee shall surrender to the Agency any and all confidential information (including e-mail messages, digital documents and all electronic files) retaining no copies, summaries or notes of any Confidential Information.

IN WITNESS WHEREOF, the Company and the Employee have caused this Agreement to be executed as of the day and year first above-written.

McCANN WORLDGROUP PHILIPPINES
Employer

By:

Signature over Printed Name

DISCLOSURE FORM

In compliance with the CONFIDENTIALITY PLEDGE I signed, I commit to disclose to McCann Worldgroup Phils. the names of all my relatives, within the fourth civil degree of consanguinity or affinity, who works with a person or entity whose business or activity is similar to or in competition with that of McCann Worldgroup Phils. and its clients.

NAME	RELATION	COMPANY/POSITION	BRANDS/ACCOUNTS HANDLED



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Employee Signature over Printed Name

Date