



INTEL CORPORATION,
Complainant,

IPV No. 10-2013-00008

**For: Trademark Infringement,
Unfair Competition and Damages**

-versus-

**INTELTECH RESOURCES, INC. and
the SECURITIES AND EXCHANGE COMMISSION,**
Respondents.

X-----X

NOTICE OF DECISION

POBLADOR BAUTISTA & REYES

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120 Rada cor. Legaspi Streets
Legaspi Village, Makati City

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Counsel for the Respondent
Penthouse B, Ventura Building
Prime Street, Madrigal Business Park
Ayala Alabang, Muntinlupa City

SECURITIES AND EXCHANGE COMMISSION

Respondent
EDSA corner Ortigas Avenue
Mandaluyong City

GREETINGS:

Please be informed that Decision No. 2015 - 03 dated March 19, 2015 (copy enclosed) was promulgated in the above entitled case.

Taguig City, March 19, 2015.

For the Director:


Atty. EDWIN DANILO A. DATING
Director III
Bureau of Legal Affairs



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}
} Decision No. 2015- 03

x-----x

DECISION BASED ON COMPROMISE AGREEMENT

INTEL CORPORATION ("Complainant") filed on 25 March 2013, a complaint against INTELTECH RESOURCES, INC. ("Respondent"). The Complainant assails the Respondent's alleged unauthorized use of Complainant's INTEL mark as part of its corporate name.

This Bureau issued a Notice to Answer and served a copy thereof to Respondent on 12 April 2013. The Respondent filed its Answer with Compulsory Counterclaim on 02 May 2013 refuting the material allegations of the Complainant.

In compliance to Office Order No. 154, s. 2010 ("*Rules of Procedure for IPO Mediation Proceedings*") and Office Order No. 197, s. 2010 ("*Mechanics for IPO Mediation Settlement Period*"), this Bureau issued on 09 May 2013 Order No. 2013-115 referring the case to mediation.

On 12 March 2015, the Alternative Dispute Resolution Services of this Bureau submitted a Mediation Report submitting a copy of the parties' Joint Motion Judgment Based on Compromise. The pertinent portions of the SETTLEMENT AGREEMENT read, as follows:

NOW, THEREFORE, for and in consideration of the mutual representations, receipt of which is hereby acknowledged, and intending to be bound, Intel and Inteltech agree as follows:

Terms and Conditions

"1. Inteltech's Obligations.

"1.1 **Acknowledgement of Rights.** Inteltech recognizes and acknowledges Intel's ownership rights in and to the trademark INTEL and all of the goodwill associated therewith, and Inteltech agrees that Intel's INTEL mark is famous, enforceable, and valid.

"1.2 **Representations and Warranties.** Inteltech represents and warrants that the only name, mark, slogan, title, Internet domain name, telephone number, or other designation that Inteltech has adopted, used, owned, possessed, applied to register or registered containing or consisting of the letter string INTEL in any variation, alone or as a prefix or suffix, regardless of stylization, design or device, or any other confusingly similar designation of any kind, is "Inteltech Resources, Inc." (the "Inteltech Mark").

"1.3 **Discontinuation of Use.**

- (A) Inteltech will permanently discontinue any and all use whatsoever of the name, trade name, trademark, service mark, designation and word Inteltech by 15 April 2014 (the "Phase-Out Deadline").
- (B) Inteltech will not adopt, use, apply to register or register anywhere in the world for any and all goods and services the INTEL mark, the Inteltech name/mark, any other mark that may cause a likelihood of confusion with or dilution of the INTEL mark, or any mark containing the letter string INTEL or INTELL (as a standalone term or embedded within another term).
- (C) For purposes of this Agreement, use includes, but it is not limited to, use as a trademark, as a trade name, as a company name, in a logo or slogan, as an e-mail address, in a domain name or URL, on web sites, in correspondence, on letterhead, business cards, and promotional and marketing materials, and on signage.
- (D) Inteltech further agrees not to assign any actual or claimed rights in the Inteltech name / mark to any third party.
- (E) Notwithstanding the foregoing, the parties agree that Inteltech may adopt marks that incorporate the following marks / names so long as these marks do not emphasize, highlight, set apart, or distinguish in any way the letters INTEL or INTELL from the remainder of the mark, or use an E subscripted in relation to the other letters: marks that contain the English words INTELLIGENT, INTELLIGENCE, INTELLECT, INTELLECTUAL, and INTELLIGIBLE.

"1.4 **Confirmation of Discontinuation of Use.** INTELTECH will provide INTEL with written confirmation that it has permanently discontinued use of the "INTELTECH" name/mark by having an officer of INTELTECH sign under oath a letter substantially in the form of Exhibit "A" and deliver it to INTEL according to the Notice provision below for receipt by INTEL no later than **30 April 2014**.

"1.5 **Confidentiality.** Inteltech must keep strictly confidential in perpetuity the fact and amount of the Payment made by Intel to Inteltech. Inteltech will not now or hereafter disclose the existence or amount of the Payment to any other party. Inteltech represents and warrants that it has not to date disclosed the fact or amount of any potential payment made by Intel or Inteltech. Inteltech must handle such information with the same or higher level and degree of care that it uses for its most confidential and sensitive technical and competitive trade secret information. This confidentiality provision is a material term of this Agreement, and a breach of this provision constitutes a material breach of this Agreement.

"2. Intel's Obligations.

"2.1 **Payment by Intel.** Subject to and conditioned upon Inteltech's full compliance with all the terms and obligations contained in this Agreement, Intel agrees to pay Inteltech Four Thousand Dollars (\$4,000.00) in U.S. currency (the "Payment"), payable in two (2) installments, per the below payment terms.

"2.2 **Payment terms.** Intel will pay Inteltech Two Thousand Dollars (\$2,000.00) in U.S. currency upon receipt of a fully executed Agreement. Intel will pay Inteltech the balance of Two Thousand Dollars (\$2,000.000.00) in U.S. currency upon receipt of All the below documents.

- (A) Inteltech's executed confirmation of discontinuation of use in the form of Exhibit "A"; and
- (B) Certified copies of documents filed with the SEC dissolving or mending the corporate name Inteltech Resources, Inc.

"2.3 Inteltech agrees and understands that it must provide Intel with the following bank information before Intel can make the Payment to Inteltech:

- (A) The name of Inteltech's bank, and the bank's street address, facsimile number and telephone number;

- (B) nteltech's bank account number and the name and street address of the account holder;
- (C) The bank's BSB and BIC/SWIFT codes and/ or other sort number required to complete the transfer;
- (D) The name and address of the bank's United States correspondent bank (together, the "Bank Information").

"3. Public Statements.

Neither party may make any formal or prominent public announcement regarding this Agreement. Notwithstanding the foregoing, the parties to the Agreement may disclose the fact that the dispute between the parties has been resolved, by stating: "the matter has been resolved amicably between the parties" or words to that effect.

"4. Geographic Effect.

The geographic scope of this Agreement is worldwide.

"5. Binding Effect.

This Agreement extends to, inures to the benefit of, and is binding upon the parties hereto and their respective directors, officers, partners, proprietors, attorneys, agents, servants, employees, representatives, affiliates, subsidiaries, shareholders, predecessors, and successors and assigns.

"6. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by an instrument duly executed by authorized representatives of each of the parties hereto.

"7. Representative by Counsel

The parties to this Agreement acknowledge that they have had the opportunity to seek legal counsel concerning the matter resolved by this Agreement and the Agreement itself.

"8. Reservation of Rights.

This Agreement does not impair any legal or equitable right of any party hereto to enforce any of the terms of this Agreement by any means, including without limitation, an action for damages or suit to obtain specific performance of any or all of the terms of this Agreement. It is hereby expressly acknowledged by all parties to this Agreement that a breach hereof by Inteltech will cause injury as Philippine law recognize as immediate and irreparable and that preliminary and permanent injunctive relief would be appropriate in the event of such breach.

"9. Governing Law.

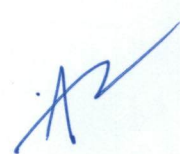
This Agreement and all actions for the breach thereof will be governed, construed, and interpreted in accordance with the laws of the Republic of the Philippines without regard to or application of choice of Law rules or principles. The parties further acknowledge and agree that any non-contractual cause of action that earlier party may assert, including but not limited to trademark infringement, trademark dilution, passing off, false designation of origin, unfair competition and other non-contractual causes of action, will be governed by laws of the Republic of the Philippines.

"10. Forum.

Any action arising out of or in connection with this Agreement must be brought exclusively in the courts of the City of Makati.

"11. Costs and Attorney fees.

Each party will bear its own cost and attorney's fees arising out of this dispute and its amicable resolution.



"12. Representation as to Authority.

The parties to this Agreement represent and warrant that they have the sole right and exclusive authority to execute this Agreement and that have not sold, assigned, transferred, conveyed, or otherwise disposed of any interest, right, claim or demand, or portion thereof, relating to any matter in this Agreement.

"13. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not affect the validity of the remaining provisions unless Intel determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

"14. Headings.

The paragraph heading contained in this Agreement are provided for convenience only and shall not be considered in the interpretation and construction of this Agreement.

"15. Execution of other documents.

The parties will cooperate to affect the intent and terms of this Agreement and will execute any other papers or documents required or necessary to effect the terms and obligations contained in this Agreement.

"16. Waiver.

The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Agreement may not be construed as a permanent or continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms and conditions.

"17. Survival.

Rights and obligations under this Agreement which by their nature should survive, including but not limited to all rights and obligations in Sections 1 and 3-18 will remain in effect after termination or expiration of this Agreement.

"18. Notice.

All notices, consents, request and demands to or upon the respective parties hereto must be in writing and delivered (1) by facsimile at the respective parties listed below or by email at the respective email addresses listed below; and (2) followed by prompt hard copy confirmation in person, by mail (certified or registered mail, postage prepaid), or by Federal Express or a similar recognized courier service (all charges prepaid), to the following addresses ("Notice"). Such Notice will be effective upon receipt."


This Bureau evaluated the SETTLEMENT AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court.

WHEREFORE, premises considered, the parties' Settlement Agreement is hereby **APPROVED**. Accordingly, with the approved SETTLEMENT AGREEMENT having the force and effect of a decision or judgment, the parties are enjoined to faithfully comply with the terms set forth therein.

SO ORDERED.

Taguig City, 19 March 2015.


Atty. NATHANIEL S. AREVALO
Director IV
Bureau of Legal Affairs