NON-DISCLOSURE AGREEMENT
FOR CTF PRIVATE SECTOR PROJECTS
1. In connection with (i) private sector projects financed or to be financed with funds from the Clean Technology Fund (“CTF”) by the Asian Development Bank (“ADB”), the European Bank for Reconstruction and Development (“EBRD”), the Inter-American Development Bank (“IDB”) or the International Finance Corporation (“IFC”), each in their capacity as implementing entity of the CTF (individually, an “Implementing Entity” and collectively, the “Implementing Entities”) as the underlying projects (“CTF Projects”) within an approved program (“CTF Program”), and (ii) your on-going analysis and supervision of the CTF Projects, the Implementing Entities may be furnishing to you (either directly or through the International Bank for Reconstruction and Development, as trustee of the CTF (the “Trustee”)), confidential information relating to the CTF Projects in accordance with the CTF Financing Products, Terms and Review Procedures for Private Sector Operations dated March 17, 2010, for the sole purpose of assisting you in your on-going analysis and supervision of the CTF Projects.

2. The confidential information will include (i) financial information on each project that is required to facilitate the financial management of the CTF account and is provided on a quarterly basis, (ii) the final terms of each project (financial instrument (loan, guarantee, etc.), interest rate, amortization schedule, tenor, and security/ranking (secured/unsecured, senior/subordinated, etc.)) to be provided within 30 days following the project’s financial closing, and (iii) information related to a payment default by an Implementing Entity’s client that continues for more than 30 days and the Implementing Entity’s proposed course of action following such payment default, in each case connection with the CTF Projects and collectively called the “Confidential Information”. You acknowledge that the Confidential Information is both confidential and proprietary. You agree that (i) the CTF Projects and their sponsors (“CTF Project Sponsors”) could be damaged by your breach of this Agreement, (ii) the CTF Project Sponsors and the Implementing Entities are each a “Beneficiary” and are entitled to rely on the promises made herein, (iii) money damages could be inadequate to remedy a breach of this Agreement, and (iv) accordingly, each Beneficiary shall be entitled to specific performance of this Agreement.

3. In consideration of the disclosure to you by the Implementing Entities of the Confidential Information, you agree to keep confidential and not to disclose (and to cause your officers, directors, employees, agents, professional advisors, delegated bodies and representatives to keep confidential and not to disclose) the Confidential Information, except that you shall be permitted to disclose Confidential Information, (i) to such of your officers, directors, employees, agents, professional advisors, delegated bodies and representatives as need to know such Confidential Information in connection with your on-going analysis and supervision of the CTF Projects, each of whom shall be informed by you of the confidential nature of the Confidential Information (each of which shall, prior to disclosure, agree to be bound by this Agreement unless already bound by internal or legal confidentiality duties, similar confidentiality undertakings, rules and procedures (including without limitation pursuant to their employment contracts or professional obligations)); (ii) to the extent
required by applicable laws and regulations or by any subpoena or similar legal process (provided that you shall give the Implementing Entities prior notice of the disclosure unless such notice is prohibited by the law, subpoena or similar legal process), or requested by any regulatory authority or legislative body and provided that in each case, you agree that (x) you will use your best efforts to seek to prevent disclosure on the basis that it is Confidential Information provided to you by a third party, or (y) if the relevant law or regulation does not provide for such exception, you will use your best efforts to obtain confidential treatment of the Confidential Information; (iii) to the extent such Confidential Information (A) becomes publicly available other than as a result of a breach of this Agreement, (B) becomes available to you on a non-confidential basis from a source other than the Implementing Entities, or (C) was available to you on a non-confidential basis prior to its disclosure to you by the Implementing Entities; (v) subject to any assignment provisions of any financing agreement related to CTF between you and the Trustee (the “Financing Agreement”), to any person to (or through) whom you assign or transfer (or may potentially assign or transfer) all or any of the rights and obligations which you may acquire under the Financing Agreement or with (or through) whom you enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Financing Agreement, so long as that person has agreed to be bound by this Agreement; and/or (v) to the extent the Implementing Entities shall have consented to such disclosure in writing.

4. At the Implementing Entity’s request (except as provided below), you agree to promptly return to the Implementing Entity that made the disclosure, the Confidential Information and all copies thereof, extracts therefrom and analyses or other materials based thereon, or destroy them (to the extent technically practicable) in each case save to the extent that any of the following apply: (i) you or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or stock exchange or in accordance with internal policy, or (ii) the Confidential Information has been disclosed as permitted pursuant to Clause 3 of this Agreement, or (iii) the Confidential Information is contained in copies of any computer records and files which have been created pursuant to your or the recipient's automatic archiving and back-up procedures (except to the extent deletion is technically practicable); for the avoidance of doubt, any such Confidential Information retained by you pursuant to item (i) or (iii) of this Clause 4 shall continue to be kept confidential subject to, and in accordance with the terms of this Agreement.

5. You further agree that you will use the Confidential Information (except to the extent of the conditions referred to in sub clauses (A), (B) or (C) of Clause 3 (iii) above have been met and as provided in Clause 7 of this Agreement) only to assist you in your on-going analysis and supervision of the CTF Projects. You will not use the Confidential Information in any other matter or in a manner prohibited by any law.

6. It is understood and agreed that the Implementing Entities are not under any obligation to verify the accuracy of any of the Confidential Information that is
received by any Implementing Entity from any CTF Project or any CTF Project Sponsor and that the Implementing Entities do not make any representation or warranty of any kind and shall have no liability with respect to the accuracy, completeness, reasonableness of assumptions or sufficiency of such Confidential Information save to the extent any such liability arises as a result of any grossly negligent act or grossly negligent omission or willful misconduct of such Implementing Entity.

7. You agree that the obligations set forth herein are continuing and, in particular shall survive the termination of any CTF Project; provided, however, that such obligations shall terminate upon the earlier of 12 months after you have returned all Confidential Information supplied to you by us and destroyed or permanently erased all copies of Confidential Information made by you (other than as permitted herein) and four (4) months after the last date on which any principal repayment or income is received by any Implementing Entity in connection with the relevant CTF Project (provided that Confidential Information related to other CTF Projects shall continue to be kept confidential subject to, and in accordance with the terms of this Agreement), as notified by the Implementing Entities consistent with the applicable terms of the CTF funding approved by the CTF Trust Fund Committee.

8. Notwithstanding anything to the contrary contained above, if you approve a CTF Program, you shall be entitled to retain all Confidential Information related to the underlying CTF Projects thereto which the Implementing Entities are entitled to retain, to use solely for the purposes of on-going analysis and supervision of such CTF Projects and of protecting CTF’s and its contributors’ rights with regard thereto as well as to comply with any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or stock exchange or in accordance with internal policy.

9. The terms of this Agreement are not intended to be enforceable by any third party, except as expressly provided for in Clause 2 of this Agreement.

10. Without prejudice to the right of a Beneficiary to seek specific performance, if any dispute, controversy, or claim arising out of or relating to the terms and conditions of this Agreement is not settled by agreement between you and the relevant Implementing Entity, you and the relevant Implementing Entity shall consult with the CTF Trust Fund Committee (or its designee) with a view to reconciling the difference.

11. Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any immunities, privileges or exemptions of an Implementing Entity accorded pursuant to such Implementing Entity’s constituent document, international convention or any applicable law.
[DONOR]

By : ______________________
Name: ______________________
Title : ______________________

Asian Development Bank
By : ______________________
Name: ______________________
Title : ______________________

European Bank for Reconstruction and Development
By : ______________________
Name: ______________________
Title : ______________________

Inter-American Development Bank
By : ______________________
Name: ______________________
Title : ______________________

International Finance Corporation
By : ______________________
Name: ______________________
Title : ______________________

Acknowledged by:
International Bank for Reconstruction and Development, in its capacity as the Trustee

By : ______________________

Name: ______________________

Title : ______________________