CONFIDENTIALITY AGREEMEN

**THIS CONFIDENTIALITY AGREEMENT** (the “Agreement”) is entered into of \_\_\_\_ of \_\_\_ 2025 (the **“Effective Date”**), between Corporación Andina de Fomento (**CAF**) and (COMPANY NAME), together referred to collectively hereinafter as **“the Parties”** or individually as **“Party”**.

# WHEREAS:

1. The Parties are entering into discussions with each other in order to assess whether XXX can/will provide xxxxxxxxxxxxxxxx (hereinafter called “the Purpose”).
2. In order to enable free and open discussions between the Parties concerning the Purpose of this Agreement, it would be necessary and desirable for the Parties and/or persons acting on behalf of each Party to disclose (both verbally, in writing or through other media) to each other certain non-public, confidential, or proprietary business and technical information; and
3. The Parties desire to assure that the Party receiving the information shall use the information provided by the disclosing Party only for evaluation purposes in connection with the Purpose and have agreed to execute this present Agreement to secure the confidentiality of the information.
4. In consideration of being provided with the Confidential Information, each Party (the “Receiving Party”) agrees with the other Party (the “Disclosing Party”) as follows:
5. For the purposes of this Agreement, **Confidential Information** means and includes any and all non-public information relating to a Party’s business or to its actual or potential clients or customers directly or indirectly made available to the Receiving Party by the Disclosing Party, whether verbal, written, graphic or electronic. In particular, the **Confidential Information** includes any information, process, technique, algorithm, program software (including source code), design, drawing, formula or test data or product related to any research project, work in progress, creation, engineering, production, marketing, service, finance or Party’s staff related subject, current or future products, sales, suppliers, customers, employees, investors or business, among others.
6. The term Confidential Information shall not include information which the Receiving Party can reasonably demonstrate: a) currently or as of the date of this commitment is known or available publicly, without any act or omission by the Receiving Party; b) is known by the Receiving Party upon receipt of such information; c) that, as of the date of this Commitment, has been provided to the Receiving Party by a third party legally and without any disclosure restriction; d) that it has been divulged subject to a written disclosure permission provided by the Disclosing Party ; e) that it has been generated independently by the Receiving Party without using the Confidential Information;
7. The Receiving Party agrees to maintain the Confidential Information as fully confidential, (and unless expressly authorized to do so in writing by the Disclosing Party), to not disclose Confidential Information to any third party. The Parties expressly agrees to maintain the confidentiality of the existence of this Commitment and any discussions or negotiations entered between them.
8. The Receiving Party unconditionally and irrevocably agrees to consider and treat all information as confidential and, accordingly, to not disclose it to third parties and to protect in the same manner that it protects its own confidential information and not to use it to their advantage or to the advantage of third parties. The Receiving Party shall not use the Confidential Information for any purpose or in any manner that would violate any law or regulation. Nothing in this Commitment grants the Receiving Party the right to retain, distribute or commercialize the Confidential Information. The Receiving Party agrees not to attempt to obtain, directly or indirectly, any reference to or note or detail about the Confidential Information from a third person who has been employed, has served, or has received information from the Disclosing Party. Without granting any right or license, the Disclosing Party agrees that the foregoing restrictions shall not apply to information that the Receiving Party could reasonably demonstrate that is in its possession: (1) without there being any act or omission by the Receiving Party or any of its partners, agents, consultants or employees because it is available to the general public; or (2) before delivery to the Receiving Party by the Disclosing Party; or (3) because it was properly disclosed by a third party without any restriction;
9. The Confidential Information shall not be utilized or copied in any way other than for the legitimate internal use of the Receiving Party;
10. The Confidential Information (including but not limited to all copies thereof) shall always remain the property of the Disclosing Party and must be returned to the Disclosing Party after the termination of the need for its use or at the request of the Disclosing Party and in any case, upon the termination of this Agreement;
11. This Agreement shall remain in effect while the Receiving Party continues to receive Confidential Information and may be terminated by either Party at any time by written notice to the other Party with thirty (30) calendar days prior to the date of termination. The termination of this Commitment shall not relieve the Receiving Party of the obligations set forth in paragraphs 2 and 3 regarding Confidential Information disclosed prior to the date of termination. The provisions of paragraphs 3 and 4 shall remain in effect even after the termination of this Commitment; and
12. the Receiving Party agrees to indemnify Disclosing Party for any loss or damage arising as a result of any violation of this Agreement by the Receiving Party.
13. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The seat shall be Panama City.

In WITNESS WHEREOF, the Parties sign this Confidentiality Agreement in two (2) copies of the same tenor, which shall enter into force from the date of signing of the Agreement1.

In the city of [\_\_], [COUNTRY], on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days of the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025.

**Corporación Andina de Fomento**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME]

[POSITION]

In the city of [\_\_], [COUNTRY], on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days of the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[THE SIGNATURE]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME]

[POSITION]