



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is entered into between the Inter-American Development Bank, a public international organization with headquarters at 1300 New York Avenue, Washington, DC, United States of America, 20577 (“IDB”), and Rebuilding Technology Pte. Ltd., a corporation registered under the laws of Singapore and with offices at 111 North Bridge Road #06-20 Peninsula Plaza Singapore- 179098 (“Rebuilding”) and DiDi Mobility Information Technology Pte. Ltd., a corporation registered under the laws of Singapore and with offices at 63 Tras Street #03-01 Lian Huat Building Singapore – 079024 (“DMIT”) (“Rebuilding” and “DMIT” jointly known as “DiDi”) (individually a “Party” and collectively the “Parties”).

The Parties hereby agree to enter into this Agreement, subject to the following terms:

**1. Definition.** “Confidential Information” means all information (whether written or oral) pertaining to the business of, the affairs of, or the properties owned by, or associated with a Party or such information that a Party clearly designates as being confidential at the time of disclosure which is communicated between the Parties regarding the project named Laboratory of Digital Social Security (RG-T4026). Confidential Information may be recorded in, without limitation, printed or digital documents, spreadsheets, slides, drawings, photographs, designs or software, whether machine or user readable.

**2. Use of Confidential Information.** Subject to Clause 4 hereto, a Party which receives Confidential Information (“**Recipient**”) from the other Party (“**Discloser**”) under this Agreement may use the Confidential Information only regarding research matters related to retirement savings and social security amongst gig workers in Latin America and to create derivative works therein (the “Works”). The Recipient acknowledges and agrees that all copyrights and intellectual property rights in the Discloser's Confidential Information belong exclusively to the Discloser. Discloser's Confidential Information belongs exclusively to the Discloser. However, the Recipient shall own any and all intellectual property rights in the Works, including copyrights. intellectual property rights in the Works. Notwithstanding the Recipient obligations below, Recipient may indefinitely and irrevocably:

- (a) copy, reproduce, distribute, disseminate, publish and display the Works in any format or media now known or hereafter developed;
- (b) create derivative works from the Works; and
- (c) sublicense the Works to third parties, including through open source licenses.

Before any Work is published, the IDB shall send a draft of the Work to DiDi, in order to make any observations exclusively related to the Confidential Information within the next 20 (twenty) business days, when the publication of said Work may provoke certain damage to DiDi.

**3. Recipient Obligations.** The Recipient will:

- (a) hold Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (such precautions to include, at a minimum, all precautions Recipient employs with respect to its own confidential materials);
- (b) not use such Confidential Information for any purpose whatsoever other than for the purposes addressed herein; and
- (c) not disclose the Confidential Information to any person without Discloser's prior written consent other than, on a confidential and need to know basis, to its directors, officers, employees, attorneys, or consultants (including, without limitation, by way of example, technical and financial advisors) (collectively, the "Permitted Parties").

**4. Exceptions.** Confidential Information shall not include any information:

- (a) that is now or hereafter publicly available;
- (b) that was already in the files of any of the Permitted Parties prior to its disclosure under this Agreement;
- (c) that is submitted to the Recipient from third parties which, to the knowledge of the Recipient, have not entered into confidentiality agreements with the Discloser or its agents concerning such information;
- (d) that has been independently developed by the Permitted Parties; or
- (e) that is required to be disclosed by the Recipient for purposes of meeting any legal, judicial or regulatory obligation, or in the case of the IDB, necessary or desirable for the IDB to disclose in connection with any legal or arbitral proceeding in order to preserve its rights, privileges or immunities (referred to in Clause 13 hereof), or that is required to be disclosed in order for the Recipient to comply with its disclosure of information policies; provided that, prior to the disclosure of any information pursuant to this subclause (e), the Recipient shall have notified the Discloser of such requirement, used all commercially reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, and allowed the Discloser to participate in the proceeding.

**5. Financial Obligations.** This Agreement does not represent any commitment by any Party with regard to funding. Any such commitments must be agreed upon by the

Parties in separate legally binding instruments. Furthermore, this Agreement shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this Agreement or otherwise.

**6. Destruction or Return of Confidential Information.** Upon the Discloser's written request, the Recipient shall promptly return to Discloser or destroy all Confidential Information, except as required by the Recipient's corporate record keeping requirements. Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth herein, even after the termination of this Agreement.

**7. Liability.** Except in connection with the agreements expressly contained herein to keep the Confidential Information confidential, neither Party shall incur any liability or obligation to the other by reason of or arising out of either Party's inspection and evaluation of the Confidential Information. Neither Party shall be liable for lost profits or consequential or punitive damages arising in connection with such Party's failure to comply with its obligations hereunder.

**8. Name, acronym and logo.** Neither Party shall use the other Party's name, acronym or logo without the latter's prior, express and written authorization.

**9. Representations and Warranties.**

**9.1** Each Party represents and warrants that it has sufficient rights to comply with the obligations set forth herein.

**9.2** Each Party represents and warrants to the other Party that their respective signatory whose signature appears below is duly authorized to execute this Agreement.

**9.3** Recipient hereby agrees to exercise the rights granted through this Agreement at its own risk and acknowledges that, other than as set forth in this Agreement, Discloser makes no representations or warranties regarding the Confidential Information's accuracy, completeness and/or potential copyright infringement claims.

**9.4** DiDi represents and warrants that it has not engaged in Prohibited Practices (as defined in IDB's Sanctions Procedures and available in the following website: [www.iadb.org](http://www.iadb.org)), that it will report to the IDB any suspected Prohibited Practices of which it has knowledge or of which it becomes aware of relating to the present Agreement, and that it will assist the IDB in investigating any allegations and in uncovering any evidence of Prohibited Practices relating to this Agreement.

**10. Term.** The use of Confidential Information provided by Clause 2 above will be permitted for two (2) years as of the last date of the Parties' signatures below.

**11. Notice.** The designated representative of each Party for notice purposes shall be:

For the IDB:

1300 New York Avenue, N.W.  
Washington, D.C. 20577  
ESTADOS UNIDOS DE AMÉRICA  
Attention: Oliver Azuara  
Telephone: +1 (202) 623-2289  
E-mail: oliveraz@iadb.org

For DiDi :

Paseo de la Reforma no. 509, floor 33  
Cuauhtemoc,  
Mexico City, Mexico  
06500

Attention: Sigfried RJ Eisenmeier  
Telephone: +52 1 55 71823401  
E-mail: sigfriedeisenmeier@didiglobal.com

Either Party hereto may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this clause.

**12. Amendment.** The provisions of this Agreement cannot be waived or amended except by written agreement signed by both Parties hereto.

**13. Privileges and Immunities.** Nothing in this Agreement or any other agreements, arrangements, or understanding between the Parties shall operate as or be construed to constitute a waiver, renunciation or any other modification of any privilege or immunity of the IDB or its employees under the Agreement Establishing the Inter-American Development Bank, international law or other applicable law; nor shall any such thing operate to restrict, limit or defeat any rights, privileges or immunities granted to IDB or IDB's personnel under any treaty or domestic or international law. Nothing herein shall preclude IDB from taking whatever actions are necessary to prevent harm to its privileges and immunities.

**14. Governing law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, United States of America. For the avoidance of the doubt, the Parties acknowledge that in the implementation of this

Agreement the IDB will be subject only to its policies and procedures, including IDB policies for the processing of personal data.

15. **Dispute resolution.** If any dispute shall arise between the Parties as to the performance or interpretation of this Agreement or any matter or thing in connection therewith which cannot be settled by amicable agreement, then, upon either Party's giving notice of the difference or dispute to the other in accordance with Clause 11 herein, the same shall be referred to arbitration and final determination by a single arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Los Angeles, California. The language to be used in the arbitral proceedings shall be English. The expenses of any arbitration proceeding shall be borne equally by the Parties.

16. **Integration.** This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties and its Permitted Parties with respect to the subject matter hereof.

17. **Interpretation.** The headings in the Agreement are for convenience only and shall not affect its interpretation.

18. **Publicity.** The Parties may make this Agreement publicly available, subject to their policies and procedures with respect to access to information.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. **Entry into force.** This Agreement shall enter into force on the last date of its signature by the Parties, acting through their duly authorized representatives and identified below.

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**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the dates indicated below.

DiDi

**Inter-American Development Bank**

**Rebuilding Technology Pte. Ltd.**

By:

DocuSigned by:  
*Ferdinando Regalia*  
4FC45A52A4D5483...

**Name:** Ferdinando Regalia  
**Title:** Sector Manager, Social Sector  
**Date:** 1/18/2023

By:

DocuSigned by:  
*Chenyu Mao*  
04014B5B6894436...

**Name:** Chenyu Mao  
**Title:** Authorized  
**Date:** Officer  
1/19/2023

**DiDi Mobility Information Technology Pte. Ltd.**

By:

DocuSigned by:  
*Chenyu Mao*  
04014B5B6894436...

**Name:** Chenyu Mao  
**Title:** Authorized  
**Date:** Officer  
1/19/2023