**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“**Agreement**”) is made between:

1. **InfraCo Asia Business Development Pte. Ltd.** (UEN No. 202520626C) with its registered address at 8 Cross Street, #11-01 Manulife Tower, Singapore 048424 (“**Disclosing Party**”); and
2. The Recipient, whose details are set out in **Appendix 1**;

(each a “Party”, and together, the “Parties”).

**BACKGROUND:**

1. InfraCo Asia Business Development Pte. Ltd., InfraCo Asia Investments Pte. Ltd., and its related companies are facilities of the Private Infrastructure Development Group, which seek to create and/or catalyse viable infrastructure opportunities in sectors or countries in which InfraCo Asia operates.
2. In particular, the Disclosing Party:
3. observes the highest standards of financial and ethical conduct and has a “zero tolerance” policy towards fraud, bribery, and corruption. The Disclosing Party’s procedures to prevent and combat fraud, bribery, corruption, money laundering and the financing of terrorism can be found at <https://pidg.org/key-documents/pidg-ltd/>;

1. places prime importance on health, safety, environmental and social issues. Compliance with the IFC Performance Standards on Environmental & Social Sustainability and the PIDG Health, Safety, Environment and Social (HSES) policies at all times for the duration of any project supported by the Disclosing Party is required as a minimum.

**THE PARTIES AGREE THAT:**

1. **Definitions** 
   1. In this Agreement, the following words or phrases have the meanings given as follows:

“**Affiliate**” means a company which is under common control, is a subsidiary of, or is a shareholder of the company of which it is an Affiliate, and in reference to the Disclosing Party, includes PIDG.

“**Confidential Information**” means any non-public information which is disclosed to the Recipient by the Disclosing Party whether before or after the date of this Agreement, in tangible or intangible, written, electronic or other form, and whether or not identified or labelled as confidential or proprietary, and includes without limitation:

1. trade secrets, know-how, intellectual property, proprietary code or other inventions or other proprietary information of the Disclosing Party;
2. information relating to the business, operations, contracts, property, financial performance, business strategy, potential or current clients or customers of the Disclosing Party;
3. where the Purpose relates to a project or investment, information, projections, financial models, financial results, contracts, business opportunities and other information relating to such project or investment;
4. information or materials which the Disclosing Party has identified as being subject to confidentiality restrictions;
5. information which by its nature or the circumstances of disclosure, ought reasonably to be treated as confidential by the Recipient;
6. copies of Confidential Information or memoranda, reports or materials which incorporate or are derived from Confidential Information; and
7. information acquired by observation during site visits or discussions relating to the Purpose.

“**Disclosing Party**” includes the Representatives of the Disclosing Party which disclose Confidential Information on its behalf.

“**PIDG**” means the donors and members of the Private Infrastructure Development Group, the Private Infrastructure Group Limited, and their Representatives.

“**Purpose**” has the meaning given in **Appendix 1**.

“**Recipient**” means the Party that receives Confidential Information under this Agreement as identified in **Appendix 1**.

“**Representatives**” means a Party’s Affiliates, and the directors, officers, employees, contractors, advisors (including legal and tax advisors, accountants and auditors) of that Party, or its affiliates.

1. **Recipient’s Obligations** 
   1. The Recipient must:
2. use Confidential Information only to the extent necessary for the Purpose and where permitted by this Agreement for the Purpose;
3. not use or disclose Confidential Information for or permit Confidential Information to be used for any unlawful purpose;
4. not disclose Confidential Information without the Disclosing Party’s prior written consent, except to its Affiliates or Representatives on a need-to-know basis for the Purpose, and provided such Affiliates or Representatives are subject to binding confidentiality obligations no less strict than as set out in this Agreement;
5. not to copy, reproduce or disseminate Confidential Information without the Disclosing Party’s prior written consent, except where reasonably necessary for the Purpose;
6. not use, or permit Confidential Information to be used for unauthorised purposes without the Disclosing Party’s consent or to the competitive disadvantage of the Disclosing Party; and
7. keep confidential and protect the Confidential Information with at least the same degree of care and in the same manner that they protect the confidentiality of their own proprietary and confidential information, and at the minimum, with reasonable care.
   1. The obligations in this Agreement do not apply to Confidential Information that:
8. has become public without breach or default;
9. is disclosed with the prior written consent of the Disclosing Party;
10. was previously known to the Recipient before disclosure by the Disclosing Party;
11. is received from a third party that was not, to the Recipient’s knowledge, subject to confidentiality obligations; or
12. is independently developed by the Recipient without use of the Confidential Information.

* 1. In the event a Party is required to disclose Confidential Information under law, regulation, order of a government agency (such as the Party’s receipt of a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party) or rule of a recognized stock exchange, the Recipient shall, where permitted by law, notify the Disclosing Party as soon as possible within a reasonable period of time in order for the Disclosing Party to apply for protective orders against disclosure. The Recipient will provide reasonable assistance (at the Disclosing Party’s cost) where requested by the Disclosing Party to support such application against disclosure. The Recipient may comply with such law, regulation, order or other requirement to the extent necessary where the Disclosing Party has not obtained protective orders against disclosure.
  2. All Confidential Information made available under this Agreement shall be returned to the Disclosing Party upon written request by the Disclosing Party. The Recipient may retain, subject to their confidentiality obligations and this Agreement, copies of Confidential Information to the extent that:
     1. it is required to be retained for corporate governance, legal, credit or audit purposes, in accordance with applicable laws and/or professional standards, or
     2. with regards to computer records and files which have been created pursuant to automatic electronic archiving systems and IT back-up procedures.

The Recipient shall continue to be bound by the confidentiality obligations in this Agreement for such period that it retains Confidential Information under this Agreement.

1. **Term** 
   1. This Agreement is effective as of the date it is fully executed, and will be valid for a period of two (2) years, or terminated earlier.
   2. Either Party may terminate this Agreement at any time without giving reasons, by providing at least thirty (30) days’ written notice to the other Party.
   3. The confidentiality obligations of a Party in this Agreement shall continue for a period of two (2) years following expiration or termination of this Agreement, except where a different period applies to any Confidential Information under this Agreement.

1. **Remedies** 
   1. The Parties acknowledge that monetary damages may not be a sufficient remedy for any breach of this Agreement, and that in addition to and without derogation from any remedies available at law or in equity, the Disclosing Party shall be entitled to seek specific performance, injunction or other equitable relief as a remedy for any threatened or actual breach of this Agreement.
2. **Consent for Disclosure to PIDG and Know-Your-Counterparty Due Diligence and Background Checks** 
   1. The Disclosing Party may, if requested or required by PIDG, disclose information relating to the Purpose (including Confidential Information) to PIDG, in order for its donors and PIDG to remain informed on potential expenditure of and exposure in respect to public funds, provided that PIDG and its donors are given notice of confidentiality obligations under this Agreement as may be applicable to such disclosures, and no further disclosure by PIDG and its donors to others is made.
   2. The Disclosing Party has adopted strict compliance policies and procedures addressing financial risk, anti-bribery, anti-money laundering and other forms of financial crime. To give effect to such policies and procedures and comply with such legal and regulatory obligations applicable to the Disclosing Party, the Recipient acknowledges and consents for the Disclosing Party and its service providers to undertake background checks and due diligence on the Recipient, its shareholders, Affiliates and associates prior to any legal or contractual relationship or transaction, such as investor-investee, client-supplier/service provider, and further agrees to cooperate in good faith and provide information where reasonably requested by the Disclosing Party and its service providers. The findings and/or information disclosed in the course of such background checks or due diligence will to the extent permitted by law, be treated as Confidential Information under this Agreement.
3. **Other Terms** 
   1. Confidential Information shall at all times remain the property of the Disclosing Party. Nothing in this Agreement is intended to and does not give or transfer any license, interest or right (including intellectual property rights) in the Confidential Information, and such Confidential Information shall remain the exclusive property of the Disclosing Party.
   2. The Disclosing Party warrants that it has the right to disclose its respective Confidential Information to the Recipient and to authorise the Recipient to use the Confidential Information for the Purpose.
   3. The Disclosing Party does not accept any responsibility for and makes no representation and warranty as to the truth, accuracy or completeness of the Confidential Information. The Disclosing Party is not obliged to update any Confidential Information or to notify the other Party of or correct any inaccuracies in any Confidential Information.
   4. Where Confidential Information disclosed under this Agreement includes personal data as defined in the Personal Data Protection Act 2012 of Singapore or other applicable data protection laws, the Recipient represents and warrants that it has in place policies, procedures and measures to comply with, and shall during the term of this Agreement and while it retains any personal data received under this Agreement, comply with the applicable data protection laws as relates to the handling, use, disclosure and retention of personal data. The Recipient further agrees (a) not to use personal data received from the Disclosing Party for any purpose other than the Purpose for which it was disclosed, (b) not to transfer or cause personal data received from the Disclosing Party under this Agreement to be transferred out of Singapore without the Disclosing Party’s prior written consent, and (c) to notify the Disclosing Party within twenty-four (24) hours upon becoming aware of a potential data breach relating to personal data in its custody or control, and to keep the Disclosing Party informed regarding any investigation or inquiry into such data breach, in particular whether any personal data received under this Agreement was the subject of such data breach.
   5. Neither Party shall use the other’s name, trademarks, proprietary words or symbols in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
   6. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for, or on behalf of, the other Party. Nothing in this Agreement constitutes a commitment by each Party to accept any proposal made by the other Party in connection with the Purpose. Except for those obligations set out in this Agreement, a Party shall not be under any legal obligation or subject to any liability, duty or responsibility unless and until the Parties enter into a written agreement signed by both Parties covering any transaction or relationship which may be contemplated under the Purpose and the necessary corporate and investment approvals for each Party for such relationship have been obtained.
   7. If any provision of this Agreement is determined to or subsequently becomes invalid, whether in whole or in part, such provision shall be severed to the extent of such invalidity without affecting the remainder of this Agreement.
   8. No acquiescence, forbearance, delay or neglect to exercise any right under this Agreement shall preclude the exercise of that or any other right, or constitute a waiver or release unless given in writing by the Party entitled to such right. Any such waiver shall be effective for the specific occasion for which it is given only and shall not constitute a continuing waiver, or a waiver of any other or of the same or similar right on another occasion.
   9. This Agreement may not be amended, modified or rescinded, unless such amendments, modifications or rescission are made in writing and signed by all the Parties.
   10. This Agreement may be (i) signed in any number of counterparts, each of which taken together shall constitute one and the same instrument and each counterpart shall be as valid and effectual as if executed as an original; and (ii) executed by electronic or digital signature and delivered to the other Party in Adobe PDF or any other secure electronic format agreed by the Parties.
4. **Governing Law and Dispute Resolution** 
   1. This Agreement and any non-contractual obligations in respect of this Agreement shall be governed by and construed in accordance with the laws of Singapore. A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 2001 (Cap 53B) to enforce or enjoy the benefit of any term under this Agreement.
   2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with its Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.
      1. The law of the arbitration and of the arbitration agreement contained in this clause shall be the laws of Singapore.
      2. The language of the arbitration shall be English.
      3. The arbitral tribunal shall consist of 1 arbitrator(s) to be mutually appointed by the Parties within thirty (30) days of the reference to arbitration, failing which, either Party may apply to SIAC for the arbitrator to be appointed according to the Arbitration Rules of the SIAC.
   3. A Party may apply to any competent court having jurisdiction over the Parties for interim relief to enforce this Agreement.

Agreed and Accepted:

For and on behalf of:

**INFRACO ASIA BUSINESS DEVELOPMENT PTE. LTD.**

Authorized Signature:

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Name: [insert name]

Title: [insert title]

Date: [insert date]

For and on behalf of:

[Insert name of Potential Partner]:

Authorized Signature:

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Name: [insert name]

Title: [insert title]

Date: [insert date]

**Appendix 1**

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| **Party Details** | |  |  |
|  |  |  |  |
|  | Name and Registration Number | : | [] |
|  | Country of Establishment | : | [] |
|  | Registered Address | : | [] |
|  |  |  |  |
| **Special Provisions** | |  |  |
|  | |  |  |
| 1.1 | Purpose |  | Technical and HSES Due Diligence on Battery Recycling Facilities, operations and pipeline in India. |