



NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (the "Agreement") is entered into by and between **INSTITUTO DEL FONDO NACIONAL DE LA VIVIENDA PARA LOS TRABAJADORES**, having its offices at Barranca de Muerto 280 in Mexico City ("Disclosing Party") and **INTERNATIONAL FINANCE CORPORATION**, a member of the World Bank Group, having its headquarters at 2121 Pennsylvania Avenue, N.W., Washington D.C. 20433, U.S.A. ("Receiving Party"), for the purpose of preventing the unauthorized disclosure of Information (as defined below), delivered by Disclosing Party to Receiving Party. Disclosing Party and Receiving Party are considering collaborating to produce (i) a study of Disclosing Party's performance of green mortgage loan portfolios versus conventional loan portfolios, including an analysis of loan loss performances and if the collaboration continues, the findings – if conclusive – would be published as an academic study; and (ii) a case study of Disclosing Party's approach to green mortgages, including its savings for borrowers as well as benefits for lenders. Disclosing Party and Receiving Party (together the "Parties") agree to enter into a relationship with respect to the disclosure by Disclosing Party of certain business, proprietary and non-public information ("Information") that Receiving Party would like to review in connection with its consideration of the proposed collaboration between the Parties.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definition of Information. For purposes of this Agreement, "Information" shall include all information about a sample as agreed by the Parties from Disclosing Party's mortgage loan conventional and green mortgage loan portfolio during the years 2009 and 2010. Disclosing Party shall provide all data in relation to these mortgages (loan characteristics, loan collateral, borrower characteristics).

If Information is in written or electronic form, the Disclosing Party shall label or stamp the materials with the word "NDA Information" or some similar warning. If Information is transmitted orally, the Disclosing Party shall promptly but within no less than ten (10) calendar days provide a writing summarizing the Information and indicating that such oral communication constitutes Information for purposes of this Agreement.

2. Exclusions from Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) required to be disclosed pursuant to an order of any court or legal tribunal having jurisdiction over the Receiving Party, provided that in such event the Receiving Party shall give prompt notice of the requirement to the Disclosing Party prior to disclosure being made; and (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Information in accordance with the requirements of its Access to Information Policy and shall limit access to employees, contractors, consultants, legal representatives and accountants (collectively "Representatives") of Receiving Party or of the International Bank for Reconstruction and Development, another member of the World Bank Group, and shall not provide access to any third party without the prior written consent of the Disclosing Party; *provided, however*, that prior to furnishing Confidential Information to any such Representative, Receiving Party will inform such Representative about the confidential nature of the Confidential Information to be disclosed and instruct such Representative to keep such Confidential Information confidential. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Information. Receiving Party shall at Disclosing Party's written request, return to Disclosing Party any and all Information covered by the terms of this Agreement. Upon such delivery this Agreement shall be deemed terminated.

4. Time Periods. Subject to the terms of paragraph 3, this Agreement shall terminate on the date of the first anniversary of this Agreement and the obligation of nondisclosure shall survive the termination of this Agreement for a period of one (1) year, unless earlier Disclosing Party sends Receiving Party written notice releasing Receiving Party from the obligation not to disclose.

5. Relationships. Nothing contained in this Agreement shall be deemed to (i) constitute either Party a partner, joint venturer or employee of the other Party for any purpose; or (ii) in any way constitute or imply a waiver, renunciation, termination, or modification by Receiving Party of any of Receiving Party's privileges, immunities or exemptions granted in Receiving Party's Articles of Agreement, or under international convention or any applicable law.



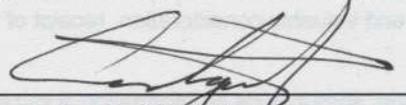
6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the Parties.

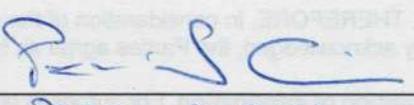
7. **Integration.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by the Parties.

8. **General.** This Agreement is governed by and will be construed in accordance with the law of the State of New York, without reference to its conflict of law provisions. This Agreement and each Party's obligations shall be binding on the representatives, assigns, and successors of such Party. Each Party has signed this Agreement through its authorized representative.

INSTITUTO DEL FONDO NACIONAL DE
LA VIVIENDA PARA LOS TRABAJADORES

INTERNATIONAL FINANCE CORPORATION

By: 
Name: Carlos Zedillo Velasco
Title: Head of the Research Center for Sustainable Development

By: 
Name: PEER STEIN
Title: GLOBAL HEAD FOR CLIMATE FINANCE - FIG