

ANNEX 2 - PRIVACY STATEMENT

The undersigned, [representative of the company created in accordance with the laws of [country]] / individual (national [I]) (hereinafter, the "Down signer") confirm and declare the following:

With regard to the process of selling the Mexican Government's aircraft carried out by UNOPS under the Agreement between UNOPS and BANOBRAS, I am clear that there is documentation and technical information relating to such aircraft of a confidential and/or private nature that I will have access to only after the signing of this declaration of confidentiality (Documentation and Information).

On this basis, I understand that the signature of this declaration is a *sine qua non* condition to access the repository where the Documentation and Information is located that will serve as a reference to be able to submit the offer for the aforementioned process. Likewise, with the signature of this document, UNOPS undertakes to treat all the information contained in the offer with strict confidentiality.

Accordingly, I agree to keep under strict confidentiality and not to disclose to any third party the Documentation and Information once known and any other information communicated about the sale process and/or aircraft, as it has been received, without the express prior written consent of UNOPS including without limitation that obtained in on-site visits to the aircraft.

In the light of the foregoing, I agree to limit the dissemination of the Documentation and Information only to those employees, advisers, agents, external representatives or similar figures who need to know it and only the portion necessary to carry out the relevant activities related to the sales process. If the Documentation and Information were to be disclosed to such individuals, I confirm that their written commitment should be obtained prior to such disclosure confirming compliance with this statement.

In addition, I understand that no content hereof shall be construed as concession or granting by UNOPS any right to or representation, or as a partnership or joint venture agreement with UNOPS.

Any dispute, controversy or complaint with UNOPS arising out of or relating to this statement or any breach thereof shall be resolved in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) in force at that time unless resolved by direct negotiation. The Undersigned and UNOPS shall be bound by any arbitration award rendered as a result of such arbitration as a final resolution of any dispute or claim.

Nothing in or relating to this statement shall be deemed to be an express or implied waiver of any of the privileges or immunities of the United Nations, including UNOPS.

Name:

On behalf of:

Signature:

Position:

Date: