

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 50-2021.

Classification:
Classificação:

Fecha de Ingreso:
Entry Date: November 10, 2021.
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Amendment 1 to Mutual Non-Disclosure Agreement
by and between Facebook, Inc. and General Secretariat
of the Organization of American States

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: Amendment #1 to Mutual Non-Disclosure Agreement
Sujet:
Materia:

Partes:
Parties Involved: GS/ Facebook

Parties:
Partes:

Referencia:
Reference: Facebook

Référence:
Referência:

Fecha de Firma:
Signature Date: August 9, 2021
Date de la Signature:

Data de Assinatura:

Fecha de Inicio:

Start Date:

Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Place of Signature:

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/ Additional Notes/ Notes Supplémentaires/ Notas Adicionais:



Amendment #1 to Mutual Non-Disclosure Agreement
by and between
Facebook, Inc. and General Secretariat of the Organization of American States

This Amendment to the Mutual Non-Disclosure Agreement ("Amendment") is effective as of August 9, 2021, ("Amendment Effective Date") and modifies that certain Non-Disclosure Agreement entered into between Facebook, Inc. ("Facebook") and General Secretariat of the Organization of American States ("Participant" or "GS/OAS"), dated May 21, 2020 ("NDA").

1. Modification to Section 2. Use of Confidential Information.

Section 2 NDA is deleted in its entirety and replaced as follows:

"2. Use of Confidential Information. A party which receives Confidential Information under this Agreement ("Recipient") may use the Confidential Information only to evaluate whether to enter into a business relationship, or to further and implement an existing business relationship, program, project or activity with the party which discloses Confidential Information under this Agreement ("Discloser")."

2. Modification to Section 3. Disclosure of Confidential Information.

The last sentence of Section 3 of the NDA is deleted in its entirety and replaced as follows:

"Any employee or contractor given access to any Confidential Information must have a legitimate "need to know" such Confidential Information, as deemed necessary by the Recipient, for use specified in Section 2 and Recipient will remain responsible for each such person's compliance with the terms of this Agreement."

3. Modification to Section 12. Injunctive Relief.

Section 12 of the NDA is deleted in its entirety and replaced as follows:

"12. Injunctive Relief. Each party acknowledges that any breach of this Agreement may cause irreparable harm for which monetary damages may be an insufficient remedy and therefore that upon any breach of this Agreement Discloser may be entitled to seek appropriate equitable relief without the posting of a bond in addition to whatever remedies it might have at law in a way that is consistent with the remedies and dispute resolution procedure set forth in Section 13 and without prejudice to the privileges and immunities of the GS/OAS per Section 14. In good faith, Discloser shall notify Recipient of any breach for purposes of allowing Recipient to attempt to mitigate, correct or reverse any possible harm and avoid further action."

4. No Other Changes. All other sections of the NDA remain in effect without modification.

Accepted and agreed as of the Amendment Effective Date by:

General Secretariat of the Organization of American States

FACEBOOK, INC.

By: [Signature]
Name: Luis Almagro
Title: Secretary General

By: [Signature]
Name: Murillo Laranjeira
Title: Diretor de Políticas Públicas