Mutual Confidentiality Agreement

PALLADIUM INTERNATIONAL, LLC

AND

PARTY B

PARTIES

PALLADIUM INTERNATIONAL, LLC, a limited liability company incorporated in the state of Delaware, with its principal address located at 1331 Pennsylvania Ave NW, Suite 600, Washington, DC 20004 USA.
(Party A)

NAME OF PARTY B Company Number and Address
(Party B)

BACKGROUND

A The parties have agreed to provide information to each other for the Express Purpose.

B This document sets out the terms on which Confidential Information will be provided by each party to the other.

C. This document is subject to the coverage terms of the umbrella Non-Disclosure Agreement between Party A and the Foundation for a Smoke Free World (FSW).

D. Under the terms of the umbrella Agreement, Party A and FSW have the rights to share Confidential Information relating to the Project, potential investors, potential investment firms, and any other Confidential Information required for the successful implementation of the Project.

E. The parties to this Agreement agree that the umbrella Agreement gives the rights to share information within the scope of the Express Purpose indicated in this Agreement between Party A and FSW without breach to the terms of this document.

OPERATIVE PROVISIONS

Obligations of Confidentiality

1.1. The Recipient acknowledges that the Confidential Information is valuable to the Provider. In consideration for the Provider providing the Confidential Information to the Recipient for the Express Purpose, the Recipient accepts and agrees to be bound by the terms of this document.

1.2. The Recipient must, subject to the terms of this document, comply with the following obligations at all times:

1.2.1. The Recipient must keep the Confidential Information secret and preserve its confidential nature and must not use Confidential Information for any purpose other than the Express Purpose.

1.2.2. The Recipient must not disclose or permit the disclosure of the information to any person other than its Representatives who need to know the information for the Express Purpose, to the extent that disclosure is required by law or with the Provider's written consent.

1.2.3. The Recipient must ensure that all of its Representatives who are provided with Confidential Information are made aware that the information must be kept confidential and that they must not do or fail to do anything that, if done or not done by the Representative would result in a breach of the Recipient's obligations in this document.

1.2.4. The Recipient must protect the Confidential Information against unauthorised access, use or disclosure, must immediately notify the Provider of any unauthorised access to, use or disclosure of the information, and must comply with any reasonable direction from the Provider in relation to the protection of the information.

Permitted disclosures

1.3 This document does not prohibit the disclosure of Confidential Information by the Recipient to the extent that any of the following terms apply:

1.3.1 The Provider has consented in writing to such disclosure.

1.3.2 The disclosure is to a Representative of the Recipient who needs to know the Confidential Information for the Express Purpose and the Recipient has complied with clause 1.5 in relation to the disclosure.

1.3.3 The disclosure is required by law and the Recipient has complied with clause 1.4 in relation to the disclosure.

Limitation on disclosure required by law

1.4 If the Recipient considers that disclosure of Confidential Information is required by law, it must do the following:

1.4.1 Immediately notify the Provider of the requirement.

1.4.2 Take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information.

1.4.3 Assist and co-operate with the Provider if the Provider seeks to limit or resist the requirement for the Confidential Information to be disclosed.

Disclosure to Representatives

1.5 The Recipient must ensure that each of the following are complied with:

1.5.1 Its Representatives are made aware of the confidential nature of the Confidential Information and the terms of this document before any of its Representatives are provided with or have access to Confidential Information.

1.5.2 Its Representatives do not do or fail to do anything that, if done or not done by the Recipient, would amount to a breach of the Recipient's obligations in this document.

Confidential Information

1.6 The Confidential Information remains the property of the Provider at all times. Under the umbrella agreement between Party A and FSFW, Party A may share any Confidential Information shared under this Agreement with FSFW. The Provider, under this agreement, will remain the ultimate owner of the Confidential Information if they note that when providing the Confidential Information in the first place. At the Provider's request the Recipient must immediately return to the Provider or destroy all material containing Confidential Information in its possession, power or control, including any material created or generated by the Recipient.

1.7 The Provider makes no representations or warranties in relation to the Confidential Information, including the completeness of any information provided. To the maximum extent permitted by law, the Provider disclaims all liability for any loss or damage suffered by any person using, disclosing, relying or acting on any information disclosed by the Provider or any of its Representatives.

Branding, Marketing, and Promotion

1.8 Party B shall comply with Party A's global standards for branding and marketing. The parties will not, without prior written approval of all parties, make any public statement about or advertise or promote their involvement in working with Party A, whether in written, verbal or visual format ("Promotional Material"). Party B will submit the request for approval of Promotional Material at least fifteen (15) days prior to the intended publication or promotion. If Party A determines that any amendments are

necessary to the Promotional Material, Party B will make these amendments and submit amended Promotional Material to Party A to approve. Party A may in its sole discretion refuse to approve Promotional Material provided to it by Party B. The parties will ensure that all Promotional Material is accurate and not misleading in any way.

General provisions

1.9 The Recipient's obligations in this document continue to apply other than to the extent that the Provider specifically releases the Recipient in writing from any such obligations or to the extent that any information is no longer confidential. Information will not be confidential to the extent that it is expressly identified as not being Confidential Information in the definition of Confidential Information.

1.10 The Recipient continually indemnifies the Provider against any claim, liability, loss, damage or expense (including legal costs on a full indemnity basis) that the Provider incurs or suffers directly or indirectly as a result of a breach of this document by the Recipient or any of its Representatives, any unauthorised disclosure or use by a person who received Confidential Information from any of them or a breach of any Privacy Law.

Governing law and jurisdiction

1.11 This document is governed by the law of Washington, DC, United States of America.

Definitions

1.12 In this document the following definitions apply:

Confidential Information means any information provided by the Provider or any of its Representatives to the Recipient or any of its Representatives, or otherwise obtained by the Recipient or any of its Representatives, whether obtained before or after execution of this document, in connection with the Express Purpose or the Provider in any way.

Without limiting the above, Confidential Information includes all confidential business information, documents, records, financial information, reports, intellectual property, product specifications, technical information and forecasts which relate to the Provider or its Related Entities or the business, products or processes of the Provider or its Related Entities, the fact of the Express Purpose and that the Confidential Information may be or has been provided, and the terms of this document.

Confidential Information does not include information which is in or becomes part of the public domain (other than through a breach of this document or an obligation of confidence owed to the Provider or any of its Related Entities) or which the Recipient can prove was independently acquired or developed by it without breaching this document.

Express Purpose means the purpose of assisting the Recipient to receive the necessary Confidential Information to further efforts to close financing transactions that directly relate to the development of smallholder farmers, and / or micro and small enterprises under the Project. It may contain the sharing of potential investor and / or investee information, responsibilities, and other necessary information to allow the Investment Support Facility (ISF) to fulfil its purpose.

Personal Information means any information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in writing or spoken, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion which is disclosed for the Express Purpose.

Privacy Law means legislation, statutory instruments and any other enforceable codes or guidelines regulating the collection, use and/or disclosure of personal information that applies to any of the parties or to this document.

Project means the Investment Support Facility for Smallholder Inclusive Transactions and is governed by the contract signed between the parties on February 1, 2019.

Provider means that party which provides the Confidential Information to or at the request of the other party, who is the 'Recipient' in that context.

Recipient means that party which receives the Confidential Information to or at the request of the other party, who is the 'Provider' in that context.

Related Entity in respect of a person means any person who is an associate of that person under the laws of Washington, DC, USA.

Representative means any director, officer, employee, agent, contractor, financier, professional adviser or Related Entity of a party.

Execution and Date

Executed as an agreement.

Date: …

Signed by **PALLADIUM INTERNATIONAL, LLC** by its duly authorised officer in the presence of:

	Signature of Authorised Officer
	Roland V. Pearson, Jr.
Signature of witness	Full Name of Authorised Officer
…	Director, Economic Growth (Project Director, ISF)
Name of witness (print)	Office held

Signed by **NAME OF PARTY B** by its duly authorised officer in the presence of:

	Signature of Authorised Officer
	…
Signature of witness	Full Name of Authorised Officer
…	…
Name of witness (print)	Office held