

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made as of by and between:

I&P, a French *société par actions simplifiée*, with its principal place of business at 51 Rue Saint-Georges, 75009 Paris - FRANCE, registered under SIREN number 441 734 746, hereinafter referred to as “**I&P**”. I&P is acting as the Investment Manager for FASA Foundation (“**FASA**”), a non-charitable purpose foundation, holder of a global business licence issued by the Financial Services Commission of Mauritius, with registered office situated at c/o Ocorian Corporate Services (Mauritius) Level 6, Tower A, 1 Exchange Square Wall Street, Ebene, Mauritius.

and

....., with its principal place of business at
registered under and incorporated under the laws of
with its registered office at
hereinafter referred to as the “**Fund Manager**”,

each individually referred to as a “**Party**” and collectively as the “**Parties**”.

1. Purpose

The Parties wish to explore a potential investment relationship whereby **FASA**, a fund-of-funds managed by I&P, considers investing in, an investment vehicle that is or will be managed by the Fund Manager (the “**Purpose**”). In this context, confidential information will be exchanged between the Parties. This Agreement sets forth the terms governing the confidentiality and non-disclosure of such information.

2. Definition of Confidential Information

For the purposes of this Agreement, “**Confidential Information**” shall mean any information, in any form (oral, written, electronic, or otherwise), disclosed by one Party to the other in connection with the Purpose, including but not limited to:

- Financial data, investment structures, fund strategies, due diligence materials, portfolio reports, and business models,
- Technical information, analytical reports, market studies, methodologies, and processes,
- Business strategies, internal documents, and any other information deemed confidential. Information that regulators consider confidential, such as suspicious transaction reports under AML/CFT regulations or other specific regulatory obligations. As FASA is a foundation registered in Mauritius, this may include requirements set forth by the Financial Services Commission (FSC) or any other relevant regulatory authority. Furthermore, any information



that must remain confidential under applicable laws or regulations in the jurisdictions where the Parties operate shall also be deemed Confidential Information.

The following shall not be considered Confidential Information:

- Information that is already public at the time of disclosure or subsequently becomes public without breach of this Agreement,
- Information received from a third party without obligation of confidentiality,
- Information independently developed by I&P without reference to the Fund Manager's Confidential Information.

3. Obligations of the Parties

Each Party agrees to:

- (i) Use the Confidential Information **solely for the Purpose**,
- (ii) Not disclose the Confidential Information to any third party without the prior **written consent** of the other Party,
- (iii) Implement all reasonable measures to **prevent unauthorized disclosure or misuse** of the Confidential Information,
- (iv) Upon written request from the other Party, **return or destroy** all copies of Confidential Information.

Notwithstanding the above, each Party:

- (i) May disclose Confidential Information to its employees (in compliance with I&P's internal confidentiality policy), advisors (including FASA's Agri-Climate Partner and its Advisory or Investment Committee members), FASA's governance bodies, its lawyers, auditors and consultants and any other of its representatives who need to know the information for the Purpose and are bound by similar confidentiality obligations.
- (ii) **Use certain data**, after it has been anonymized and merged with other datasets, to create anonymous statistics for the Learning Agenda of FASA, which is detailed in the following section, or other publications made by I&P.

For the avoidance of doubt, the terms and existence of this Agreement and the contemplated transaction, including the identity of the Parties, are Confidential Information and shall not be disclosed by the Parties to any other party except to the extent that disclosure is required by law or to consummate the contemplated transaction or for fundraising or closing purposes.

In addition, the Fund Manager may disclose Confidential Information to prospective investors provided that they are bound by similar confidentiality obligations.

4. Learning Agenda

In the context of FASA's Learning Agenda, I&P may collect and disseminate anonymized aggregated portfolio data to address a set of questions including but not limited to the following:

1. What is the fundraising, return and impact performance of agri-SME and generalist funds, and what are the key drivers of this performance?



2. What is the relationship between catalytic capital and additional capital mobilized by SME funds as well as financial and impact performance (especially related to improved livelihoods, climate resilience, and food security)?
3. How can donors optimize the use of subsidies for catalytic capital?
4. How do various forms of catalytic capital impact the ecosystem of fund managers and their fundraising environment, and how can it be combined with other interventions?

The data disseminated as part of the Learning Agenda will be anonymized and aggregated to ensure that no sensitive information is disclosed that would reveal Confidential Information from the Fund Manager, without the prior approval of the Fund Manager.

5. Exceptions & Required Disclosures

If either Party is legally compelled by a **government authority** or court to disclose Confidential Information, it shall:

- Notify the other Party **as soon as possible** (if legally permitted),
- Limit the disclosure **to the minimum required**, and
- Cooperate with the other Party to **protect the confidentiality** of the information.

6. Term & Termination

This Agreement shall be effective upon signing by the Parties and remain in force (a) for two (2) years) if FASA does not invest in a fund managed by the Fund Manager following the end of discussions between the Parties or (b) until the signature of the subscription agreement whereby FASA becomes an investor in the fund managed by the Fund Manager.

7. Indemnification & Remedies

A breach of obligations regarding Confidential Information as set forth in this Agreement may cause irreparable harm, and the affected Party shall be entitled to seek injunctive relief and other remedies as available under law.

8. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of France, and any dispute arising out of this Agreement shall be submitted to the exclusive jurisdiction of the Paris courts.

9. Miscellaneous

No Investment Obligation: This Agreement does not create an obligation for either Party to enter an investment relationship.

No License or IP Transfer: This Agreement does not grant any intellectual property or proprietary rights to I&P.

Amendments: Any modifications to this Agreement must be in writing and signed by both Parties.

Execution: This Agreement may be signed electronically and in multiple counterparts, each of which shall be deemed an original.



10. Signature

For I&P SAS:

Name: _____

Title: _____

Date: _____

Signature: _____

For:

Name: _____

Title: _____

Date: _____

Signature: _____