

Standards of Conduct and Information Sharing Agreement

THIS NON-COMPETITION CONFIDENTIALITY, AND SHARED INFORMATION AGREEMENT (the "Agreement") is made effective as of this _____ day of _____, 20_____, by and between PARTNERS INTERNATIONAL FOUNDATION, a Delaware corporation, whose address is 41 Cedar Hill Road, Newtown Connecticut ("PIF"), and _____ (the "Participant").

I. *All Parties Agree*

- (A) It is the intent of Healthy Africa Scenarios Exercise 2008 (HASE 2008) and its participants to have a fair, open and candid sharing of information in a completely transparent process. It is further the intent of all participants to protect the intellectual property participants bring to the event while fully sharing all information produced by the group during the HASE 2008 effort.
- (B) Each Participant will act in good faith when participating in HASE 2008.
- (C) Be prompt in taking action, giving approval or making decisions relating to the activities.
- (D) Be fair, reasonable and honest to other Participants.
- (E) Doing all things reasonably expected of it by another Participant.
- (F) Not impeding or restricting other Participant's performance.
- (G) Not intentionally doing anything that directly or indirectly may adversely affect the good name and reputation of the other participants or their employees.
- (H) Share data collected during HASE 2008, in accordance with this agreement.

II. *Non-Competition and Non-Solicitation*

(A) In consideration for participation in Healthy Africa Scenarios Exercise 2008 ("HASE 2008"), Participant and his/her parent PIF or organization understands and agrees that during the period of Participant's participation hereunder, and indefinitely following HASE 2008, The Participant shall not:

(1) Engage, as an officer, director, shareholder, owner, member, partner, joint venturer, or in a managerial capacity, whether as an Participant, independent contractor, consultant, or advisor, in any business which is equivalent or similar to HASE 2008 currently, or in the future, operated by PIF

(2) Call upon any person who is, at that time, a Participant, volunteer, or member or PIF or a participant in HASE 2008 for the purpose or with the intent of enticing such person or PIF away from or out of the employ of PIF or any HASE 2008 participant;

(3) Call upon any person or entity which is, at that time, or which has been, within the ten year period prior to that time, a customer of PIF or HASE participating organization, for the purpose of soliciting or selling products or services in competition with PIF or any HASE participant organization holding an agreement with PIF as a result of HASE 2008;

(4) Call upon any prospective acquisition candidate, on Participant's own behalf or on behalf of any competitor, which candidate was, to Participant's knowledge after due inquiry, either called upon by PIF or for which PIF made an acquisition analysis, for the purpose of acquiring such entity; or

(5) Invest in, either personally or on behalf of any other person, in any business which competes, directly or indirectly, with PIF or any of the HASE participants to which PIF hold an agreement, whether the stock of such business is traded on a national securities exchange, over-the-counter, or otherwise. Except as otherwise set forth herein, the foregoing limitations shall not be construed as prohibiting Participant from making personal investments in such form or manner as will neither require Participant's services in the operation or affairs of the companies or enterprises in which such investments are made, nor violate the terms of this Section; provided, however, that no such investments shall be made in any PIF which competes, directly or indirectly, with PIF.

(B) It is agreed by the parties that the foregoing covenants impose a reasonable restraint on Participant in light of the activities and business of PIF on the date of the execution of this Agreement and the current plans of PIF. Further, it is the intent of the PIF and Participant that such covenants be construed and enforced in accordance with the changing activities, business, and locations of PIF throughout the term of this Covenant, whether before or after the date of termination of participation of the Participant with PIF. It is further agreed by the parties hereto that, in the event that Participant shall cease to participate in HASE 2008 hereunder, and shall enter into a business or pursue other activities not in competition with the PIF, or similar activities or business in locations the operations of which, under such circumstances, does not violate paragraph (A) of this Section.

C) The covenants in this Section are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time, or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent a court deems reasonable, and the Agreement shall thereby be reformed. If any portion of this Section is deemed invalid or unenforceable, such invalidity or unenforceability shall in no way be deemed or construed to affect in any way the enforceability of any other portion of this Section.

III. Confidentiality

(A) Participant recognizes that, during the course of participation with PIF and in HASE 2008, Participant will have access to certain confidential information and materials of PIF and HASE 2008 participants, including, but not limited to customer lists and customer contacts, formulas, methods, manufacturing techniques, machinery, equipment, models, drawings, costs, sales, sales volume or strategy, pricing, profitability, marketing strategy, salesmen and locations, plant layout, backlogs, inventories, research and development projects, and any other information concerning the work of the Participant which is proprietary in nature and constitutes valuable trade secrets or confidential information (collectively referred to as "Confidential Information and Materials"). Participant acknowledges that all Confidential Information and Materials to which he will have access or which he has learned during his participation has been disclosed solely by virtue of his participation with PIF and solely for the purpose of assisting and performing his duties for PIF or its clients or customers, and acknowledges that all of the Confidential Information and Materials shall be deemed a trade secret.

(B) During his participation with PIF, Participant shall not retain or make copies of, disclose, convey, transfer, or sell to anyone outside PIF, use or remove from the office

of PIF or HASE 2008 participants, any Confidential, Proprietary, Intellectual Property, Information and Materials, except when required by his participation with PIF, and authorized by the PIF in coordination with the HASE participants..

(C) Upon termination of his participation with PIF, Participant shall not use for any purpose whatsoever, disclose or retain any of the Confidential Information and Materials, and shall not take with him any products or things embodying any Confidential Information and Materials or any originals or copies thereof. Additionally, Participant shall not convey, transmit, communicate, transfer, or sell to any person any of the Confidential Information and Materials by copies or otherwise.

(D) At any time during his participation with PIF or at any time subsequent thereto, Participant shall not, without PIF's prior written consent, disclose, directly or indirectly, to any person outside PIF any information or materials relating to PIF's or its Client's Confidential Information and Materials.

(E) Immediately upon termination of his participation, Participant shall return to PIF, all tangible Confidential Information and Materials, notes, memoranda, writings, lists, files, reports, contracts, advertising materials, manuals, correspondence, tapes, discs, software, and other tangible information which Participant produced, received, developed, possessed, or otherwise had access to while employed at the PIF. Participant shall not retain copies of any of the above.

IV. Sharing of Information

(A) In this Agreement the term "Proprietary Information" means any technical or commercial information (whether in written, other visual or machine readable form) disclosed by one party to the other and identified by a suitable legend or marking as being "Confidential" or "Proprietary" as well as Proprietary Information disclosed orally from one party to the other which was described as being proprietary or confidential at the time of disclosure and thereafter is reduced to writing or other visual or machine readable form, appropriately identified and a copy thereof sent to the receiving party within 15 working days of the original oral disclosure PROVIDED HOWEVER that Proprietary Information shall not include any information which the receiving party can show:

- (1) is in or which comes into the public domain otherwise than as a result of a breach of this Agreement or the fault of the receiving party; or
- (2) has been lawfully received from a third party without restriction as to its use or disclosure; or
- (3) by written record, was already in its possession free of any such restriction prior to receipt from the disclosing party; or
- (4) by written record, was independently developed by or for the receiving party without making use of any Proprietary Information; or
- (5) has been approved for release or use (in either case without restriction) by written authorisation of the disclosing party.

(B) Until released from this agreement by Partners International Foundation, the receiving party undertakes:

- (1) to keep such Proprietary Information confidential and not copy or disclose

it to any person unless authorised to do so under this Agreement save that the receiving party may disclose Proprietary Information where required by law or any regulatory body provided that the party, where possible without breaching any legal or regulatory requirement, will give the other advance notice of the disclosure requirement and co-operate with the other in seeking to oppose, minimise or obtain confidential treatment of the requested disclosure to the extent reasonably practicable;

- (2) not to use or allow to be used such Proprietary Information otherwise than for the Purpose unless (and then only to the extent to which) such use is specifically authorised in writing by the disclosing party;
 - (3) not to disclose such Proprietary Information to any persons employed in its business other than those having a need-to-know for the Purpose, and then only on the understanding that such persons are made aware of and undertake with the receiving party to observe the provisions of this Agreement;
 - (4) not to disclose such Proprietary Information to any of its agents or advisers other than those having a need-to-know for the Purpose and then only on the understanding that such persons are made aware of and undertake with the receiving party to observe the provisions of this Agreement;
 - (5) not to disclose Proprietary Information to any third party except for the Purpose and with the prior written consent of the disclosing party (which consent shall not be unreasonably withheld) and then only on the understanding that such third party is made aware of and undertakes with the receiving party to observe the provisions of this Agreement save that a party may disclose Proprietary Information to any of its Affiliates for the Purpose on the understanding that such Affiliate(s) undertake to observe the provisions of this Agreement;
 - (6) not to copy, reproduce or reduce Proprietary Information, or any part thereof, to writing except as may be strictly necessary for the Purpose;
 - (7) to return to the disclosing party on demand all copies of Proprietary Information reduced to writing (or other permanent form) and to destroy all notes and any other written reports or documents which may have been made by the receiving party to the extent they contain any part of or reference to the Proprietary Information in whole or part except as authorised in writing by the disclosing party or as is strictly necessary to complete any outstanding obligations relating to the Purpose after which such Proprietary Information shall be returned or destroyed as aforesaid.
- (C) agrees not to discuss, divulge, reveal, or otherwise provide the names of individuals or companies involved or associated with the CAI, this agreement, the concept, capabilities, and/or function of the CAI or any activities relating to or conducted under this agreement to any third parties without the expressed, written approval of Partners International Foundation until such time as this requirement is

formally recinded by Partners International Foundation.

- (D) This Agreement shall not be construed as granting expressly or impliedly any rights or licence under patents, copyright or any other form of intellectual property rights belonging to the disclosing party in respect of Proprietary Information the ownership of which shall remain vested in the disclosing party at all times.

- (E) Should either party hereto be the subject of merger or any other form of reorganisation it is agreed that the successor in law to such party shall also be bound by the terms of this Agreement as if such party were an original party hereto. Subject as aforesaid neither party shall assign its interest under this Agreement to any other party without the prior written consent of the other party.

- (F) The parties shall perform their respective obligations under this Agreement without charge to the other party.

- (G) The parties each designate the following individual in their respective organisations who shall be responsible for the transmission of Proprietary Information and for recording its disclosure and receipt hereunder.

V. Severability

In the event any portion of this Agreement shall be held unenforceable, it is agreed that the same shall not affect any other portions of this Agreement.

VI. Applicable Law

The parties agree that this Agreement shall be governed by the laws of the United States of America and the State of Virginia.

VII. Modification

Participant agrees that this Agreement, including this provision, shall not be modified or changed in any manner except only by a written statement signed by both Participant and PIF.

VIII. Continued Participation

Nothing contained herein shall be construed to be a contract of participation for any definite term, nor shall it confer upon Participant the right to continue in HASE 2008 or with PIF in any capacity. Participant further recognizes that this Agreement creates only a contractual relationship between Participant and PIF and nothing in this Agreement is intended to or shall be construed as granting Participant an equity interest, an interest as a partner, an interest as a shareholder, or any other type of equity or capital interest in the PIF.

IX. Indemnification

Participant shall, and hereby agrees to, indemnify, defend, and hold harmless the PIF, its officers, directors, Participants, agents, servants, legal representatives, successors, and assigns, from any and all demands, claims, debts, actions, lawsuits, liabilities, losses, damages, or expenses, including, but not limited to attorneys' fees and costs, whether such act or omission was negligent or intentional, claimed by any person, business, or entity for damage, loss, or injury to any person or property, arising out of any act, omission, work, service, responsibility, duty, representation, agreement, or action of any nature by Participant in conjunction with, or associated with, or occurring during the performance of or during the time of Participant's work, duties, and responsibilities under this Agreement.

X. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors, assigns, heirs, and personal representatives.

XI. Entire Agreement

This Agreement contains the entire agreement between the parties and there are no representations, promises, or agreements outstanding between them, either oral or in writing, other than those herein contained. Any and all participation agreements that Participant may have had from time to time with PIF or with any of its affiliates or subsidiaries are hereby superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

Partners International Foundation

By _____

Its _____

Participant

Witness to Participant Signature:

Print Name and Signature

Address and Contact Information