

AFFILIATION AGREEMENT

by and between

CLOVER FOUNDATION, INC.,
a Massachusetts Non-Profit Corporation

and

CLOVER FOUNDATION,
a Uganda Non-Governmental and Non-Profit Organization

Dated as of July 18, 2013

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AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") is made as of July 18, 2013 by and between the Clover Foundation, Inc., a Massachusetts non-profit corporation ("Clover US") and Clover Foundation, a Ugandan non-governmental and non-profit organization ("Clover Uganda"). Clover US and Clover Uganda are each sometimes referred to herein as a "Party" and collectively, the "Parties."

RECITALS

1. WHEREAS, Clover US intends to continue the mission of its founders and organizers, who have supported young children in Uganda by providing community based provisions in the form of: basic necessities such as clothing, shoes, toys and sports equipment; health provisions in the form of: food programs and doctor visits; and educational provisions in the form of: educational books, school fees, school supplies, and uniforms.
2. WHEREAS, Clover Uganda provides support by way of providing education and other basic necessities to children in urban and rural areas in Uganda.
3. WHEREAS, Clover US and Clover Uganda wish to work together in the future in furtherance of their shared goals, by means of distinct and carefully designed programs and activities to provide education and other basic necessities to children in Uganda, including programs and activities modeled after those currently being carried out at the Kampala District site and by expanding those programs and activities;
4. WHEREAS, in addition to collaborating with Clover Uganda in the development and implementation of these programs and activities, Clover US may also, from time to time and in its sole discretion, provide material support to Clover Uganda for the programs and activities jointly developed, planned and carried out by the Parties in Uganda;
5. NOW, THEREFORE, and in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. GOVERNANCE; SUPPLIES AND MONETARY FUNDS

1.1. Structure. Clover Uganda and Clover US shall be independent entities working together cooperatively to achieve their mutual goals.

1.2. Supplies and Monetary Funds. Clover US shall have sole discretion and control over any decision to provide Supplies or monetary funds to Clover Uganda. For the avoidance of doubt, Clover US shall at no time have any obligation to provide Supplies or monetary funds to Clover Uganda, and Clover US may at any time rescind its prior decision to provide Supplies or monetary funds to Clover Uganda.

2. COOPERATION

2.1. Participation. Clover US shall have the right to substantially participate in and substantially influence the operations of Clover Uganda.

2.2. Actions Requiring Approval. In addition to any other approval required by Clover Uganda's organizational documents or by applicable law, unless otherwise required by this Agreement, the prior written approval of the Executive Committee of Clover US shall be required for Clover Uganda or any of its subsidiaries to take any actions listed in Schedule A and any material action outside of the ordinary course of business. Notwithstanding the immediately preceding sentence, Clover Uganda and its subsidiaries may take any action required by applicable law and the Board of Directors of Clover Uganda may take any action that, based on the opinion of counsel, is required in order to prevent the Board of Directors of Clover Uganda from breaching its fiduciary duties, provided that in each case, Clover Uganda notifies Clover US of such action as soon as reasonably practicable, but in no event later than five (5) days after the date such action is taken.

2.3. Number of Directors. Upon the effectiveness of this Agreement, the authorized number of members of Clover Uganda's Board of Directors (each, a "Clover Uganda Board Member") shall be eleven (11), and shall consist of seven (7) Clover Uganda Board Members appointed by the Executive Committee of Clover US and four (4) Clover Uganda Board Members elected by the Executive Committee of Clover Uganda. The authorized number of Clover Uganda Board Members may be changed only with the prior written consent of the Executive Committee of Clover US, which consent, in the case of an increase in the number of Clover Uganda Board Members, shall specify who will appoint or elect the new Clover Uganda Board Members.

2.4. Vacancies. Any vacancy on the Board of Directors of Clover Uganda resulting from the removal or resignation of a Clover Uganda Board Member appointed by the Executive Committee of Clover US shall be filled by the Executive Committee of Clover US. Any vacancy on the Board of Directors of Clover Uganda resulting from the removal or resignation of a Clover Uganda Board Member elected by the Executive Committee of Clover Uganda shall be filled by the Executive Committee of Clover Uganda.

3. TERMINATION; AMENDMENTS

3.1. Termination.

3.1.1. Termination By Clover US. Clover US may terminate this agreement at any time for any reason upon notice to Clover Uganda.

3.1.2. Termination By Clover Uganda. Clover Uganda may terminate this agreement by providing written notice to Clover US, which termination shall be effective as of the date set forth in such notice, upon a material breach of this

Agreement by Clover US that remains uncured for forty-five (45) days following the date of such notice of breach.

3.1.3. Termination By Mutual Consent. This Agreement may be terminated by the written mutual consent of both Parties at any time.

3.2. Effect of Termination. No termination under this Agreement shall relieve any party of liability for breach prior to termination.

3.3. Amendments.

3.3.1. Oral Modifications. This Agreement may not be orally amended, modified, extended or terminated, nor shall any oral waiver of any of its terms be effective.

3.3.2. Written Modification. This Agreement may be amended, modified, extended or terminated, and the provisions hereof may be waived, only by an agreement in writing signed by both Clover US and Clover Uganda. Each Party hereto may waive any right hereunder by an instrument in writing signed by such party.

4. COVENANTS

4.1. Policies.

4.1.1. Conflict of Interest Policy. Within fourteen (14) days after the date hereof, Clover Uganda shall adopt a Conflict of Interest Policy substantially in the form attached hereto as Exhibit A. During the term of this Agreement the Conflict of Interest Policy shall remain in full force and effect and Clover Uganda shall not amend the Conflict of Interest Policy without the prior written approval of the Executive Committee of Clover US.

4.1.2. Anti-Corruption Policy. Within fourteen (14) days after the date hereof, Clover Uganda shall adopt an Anti-Corruption Policy substantially in the form attached hereto as Exhibit B. During the term of this Agreement the Anti-Corruption Policy shall remain in full force and effect and Clover Uganda shall not amend the Anti-Corruption Policy without the prior written approval of the Executive Committee of Clover US.

4.2. Information Rights.

4.2.1. Clover Uganda Quarterly Reporting. As soon as available, and in any event within forty-five (45) days after the end of each fiscal quarter of Clover Uganda, Clover Uganda will furnish to Clover US a quarterly report detailing on the ground activities of Clover Uganda, which report shall include, in writing, an update with respect to progress with the work plan, activities completed during the quarter, growth of Clover Uganda, other material changes in Clover Uganda and the effects of the foregoing on Clover Uganda's budget. The quarterly report shall also include

statements detailing and accounting for the use and status of (i) any Supplies sent by Clover US to Clover Uganda, and (ii) any monetary funds contributed to Clover Uganda by Clover US.

4.2.2. Historical Financial Information. Clover Uganda shall furnish to Clover US as soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year of Clover Uganda, true copies of the balance sheet, profit and loss accounts of Clover Uganda and the report of a competent auditing company appointed to audit the accounts of Clover Uganda.

4.2.3. Project Proposals. Clover Uganda shall furnish to Clover US written proposals, from time to time and as appropriate, setting forth in such detail and specificity, and including any such information, as is acceptable to or requested by Clover US, an explanation and description of the various projects, programs, and activities, that Clover Uganda proposes to carry out, in consultation and cooperation with Clover US, as provided for herein, and including a request that Clover US provide Supplies or monetary funds in respect thereof, which assistance Clover US may provide or not provide in its sole discretion.

4.2.4. Other Information. Clover Uganda shall furnish to Clover US such additional information about Clover Uganda and its operations as is requested by Clover US, including copies of the books and records of Clover Uganda.

4.3. Conditions on Funding. To the extent that Clover US places any conditions whatsoever on the use of Supplies or monetary funds that it provides to Clover Uganda, Clover Uganda agrees, by accepting those Supplies or monetary funds, to comply with any and all such conditions.

5. **REMEDIES.**

5.1. Generally. The parties shall have all remedies available at law, in equity or otherwise in the event of any breach or violation of this Agreement or any default hereunder. The parties acknowledge and agree that in the event of any breach of this Agreement, in addition to any other remedies which may be available, each of the parties hereto shall be entitled to specific performance of the obligations of the other parties hereto and, in addition, to such other equitable remedies (including preliminary or temporary relief) as may be appropriate in the circumstances.

6. **DEFINITIONS.** For purposes of this Agreement:

6.1. Certain Matters of Construction. In addition to the definitions referred to or set forth below in this Section 6:

(i) The words "hereof", "herein", "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement shall include all subsections thereof;

- (ii) The word “including” shall mean including, without limitation;
- (iii) Definitions shall be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined; and
- (iv) The masculine, feminine and neuter genders shall each include the other.

6.2. Definitions. The following terms shall have the following meanings:

“Agreement” shall have the meaning set forth in the Preamble.

“Business Day” shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of Boston, Massachusetts or the City of Kampala, Uganda.

“Clover US” shall have the meaning set forth in the Preamble.

“Executive Committee of Clover Uganda” shall mean the Executive Committee of the Board of Directors of Clover Uganda.

“Executive Committee of Clover US” shall mean the Executive Committee of the Board of Directors of Clover US.

“Clover Uganda” shall have the meaning set forth in the Preamble.

“Party” shall have the meaning set forth in the Preamble.

“Person” shall mean any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

“Supplies” shall mean: any material goods that may from time to time be provided by Clover US to Clover Uganda, including, but not limited to: clothing, shoes, toys, sports equipment, educational books, school supplies, and uniforms.

“USD” shall mean the lawful currency of the United States of America.

7. MISCELLANEOUS.

7.1. Authority: Effect. Each party hereto represents and warrants to and agrees with the other party that the execution and delivery of this Agreement have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound. This Agreement does not, and shall not be construed to, give rise to the creation of a partnership among any of the parties hereto, or to constitute any of such parties members of a joint venture or other association.

7.2. Compliance with Laws. Each party hereto represents and warrants to the other party that in all activities relating to this Agreement, such party shall comply in all material respects with all applicable laws.

7.3. Notices. All notices, requests, demands, claims required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided:

(a) by hand (in which case, it will be effective upon delivery); or

(b) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the Business Day after being deposited with such courier service);

in each case, to the address listed below:

If to Clover US, to:

Clover Foundation, Inc.
3 Mockingbird Lane,
Maynard, MA 01754
E-Mail: info@clover-foundation.org
Attention: April Stone

If to Clover Uganda, to:

Clover Foundation
PO Box 34634
Busega, Lugaga Division
Kampala District
Uganda
E-Mail: cmukadisi@cmcuganda.co.ug
Attention: Mukadisi Consolate

Each of the parties to this Agreement may specify a different address by giving notice in accordance with this Section 7.3 to each of the other parties hereto, provided, however, that any such notice of change of address shall be effective only upon receipt.

7.4. Binding Effect, Etc. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. Except as otherwise expressly provided herein, no party hereto may assign any of its respective rights or delegate any of its respective obligations under this Agreement

without the prior written consent of the other parties hereto, and any attempted assignment or delegation in violation of the foregoing shall be null and void.

7.5. Descriptive Heading. The descriptive headings of this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not be construed to define or limit any of the terms or provisions hereof.

7.6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

7.7. Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

7.8. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, each of Clover US and Clover Uganda, covenants, agrees and acknowledges that no recourse under this Agreement shall be had against any current or future director, officer, employee, agent, general or limited partner or member of Clover US or Clover Uganda or of any affiliate or assignee thereof with respect to any claim based on this Agreement, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, agent, partner or member of Clover US or Clover Uganda or of any affiliate or assignee thereof for any claim based on a breach of this Agreement; provided, however, that nothing in this Section 7.8 shall relieve Clover US or Clover Uganda of its obligations hereunder.

8. GOVERNING LAW.

8.1. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

8.2. Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts County of Suffolk for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (b) hereby waives to the extent not

prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its subsidiaries to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (c) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this Agreement, the court in which such litigation is being heard shall be deemed to be included in clause (a) above. Notwithstanding the foregoing, any party to this Agreement may commence and maintain an action to enforce a judgment of any of the above-named courts in any court of competent jurisdiction. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by Massachusetts law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 7.3 hereof is reasonably calculated to give actual notice.

8.3. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 8.3 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 8.3 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

8.4. Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power


or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) under seal as of the date first above written


CLOVER US:

CLOVER FOUNDATION, INC.

By: 
Name: April Stone
Title: Chairperson, Board of Directors
Clover US

CLOVER UGANDA:

CLOVER FOUNDATION

By: 
Name: Consolata Mutekadisi
Title: Chairperson, Board of Directors
Clover Uganda