**THIS AGREEMENT** is made and entered into as of the below signed date (“Effective Date”) by and between **The Bahamas Development Bank** (“the Bank”) having its principal place of business on Robinson Road and Key West Street in the Central District of the Island of New Providence, being one of the Islands of the Commonwealth of The Bahamas and      **,** (“the Borrower”).

**WHEREAS** the Bank is cognizant of its general powers and obligations under The Bahamas Development Bank Act, specifically Sections 5 and 11 and the resulting need to have access to other government agencies or departments from time to time to assist with the same.

**WHEREAS** it is mutually agreed by the Bank and the Borrower that the Bank be herewith authorized to exchange, disclose, discuss and collaborate with the **Small Business Development Center** (“SBDC”)(hereinafter referred to as the “Permitted Person”). The purpose of such exchange, disclosure, discussion and collaboration shall be for the purpose of evaluating a client’s relationship (proposed or existing) with the Bank regarding the extension of a credit facility and to aid the “SBDC” in the gathering of information related to various programmes the Borrower participates in from time to time (hereinafter referred to as the “Permitted Purpose”).

**WHEREAS** any and all information with respect to any existing or proposed facility or client relationship held or proposed to be held with the Bank may be disclosed under the Permitted Purpose.

**WHEREAS** the Bank undertakes to utilize its best efforts to ensure that client information is disclosed only to the Permitted Persons and only in relation to the stated Permitted Purpose provided herein.

**WHEREAS** such obligations of confidentiality shall not apply to any information that can be shown to be known by the Bank before the information was imparted by the Borrower; or is in or subsequently comes into the public domain through no fault of the Bank*;* or is received by the Bank without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Bank without restrictions; or is developed by any of the Bank’s employees who have not had any direct or indirect access to, or uses or knowledge of, information imparted by the Borrower.

**AND WHEREAS** the Borrower undertakes to hold the Bank, its Officers, Directors, Employees, agents, successors and assigns harmless as regards any information disclosed under this Agreement and from any requirement imposed under any existing or later promulgated law to maintain confidentiality of client information including but not limited to the Data Protection Act and or any other enacted legislation prohibiting the disclosure of information providing such disclosure is made for the Permitted Purpose to the Permitted Person.

**IT IS HEREBY MUTUALLY AGREED THAT** this Agreement shall remain in effect from the Effective Date unless otherwise terminated by either Party giving written notice to the other of its intention to terminate this Agreement or twelve months after the relationship with the Bank terminates, whichever occurs first.

**THIS AGREEMENT** shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas.

Borrower

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Signature

BDB Representative

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Signature:

**Effective Date:**