



## MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

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BETWEEN: FORESTRY OR PROPERTY OWNER, PERSON OR ORGANISATION  
("FHO")

AND: CARBON EQUITIES NEW ZEALAND LIMITED ("CEQNZ")  
AND GREENXPERTS LIMITED ("GX")

### **BACKGROUND**

- A. FHO/CEQNZ/GX has been or will be provided with certain information which is the property of FHO/CEQNZ/GX, and which is secret and/or of value to FHO/CEQNZ/GX.
- B. The purpose of the provision of the information from FHO to CEQNZ/GX is to enable GX to conduct a voluntary credit authentication and registration of credits on CEQNZ's sales platform on behalf of FHO.
- C. The purpose of the provision of the information from CEQNZ/GX to FHO is to enable FHO to pursue a project authenticating and registering on CEQNZ's sales platform voluntary credits that may exist on or from FHO's property or business.
- D. CEQNZ, GX and FHO have agreed to be bound by certain duties of confidentiality and non-use in respect of the information.

### **IT IS AGREED as follows:**

#### **1. Definitions**

**"Confidential Information"** shall mean:

- Information and data, whether technical or not, which is disclosed by FHO/CEQNZ/GX to CEQNZ/GX/FHO, and which relates to the research, development or business activities of FHO/CEQNZ/GX, which is either marked or stated to be confidential, or is by its nature reasonably intended to be confidential; and intellectual property including:



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- Trade Marks of which FHO/CEQNZ/GX is the registered owner or applicant for registration of any such marks;
- Trade Names of which FHO/CEQNZ/GX is the registered owner or applicant for registration of any such names;
- Patents of which FHO/CEQNZ/GX is the patentee or applicant for the grant of any such Patents;
- Know-how being technical and other information or experience or trade secrets devised developed or acquired by FHO/CEQNZ/GX;
- Copyright held by FHO/CEQNZ/GX in any written material, plans, designs or other work; and,
- Designs whether or not registered or protected by copyright devised or acquired by FHO/CEQNZ/GX.

**“Voluntary credits”** shall mean:

- Voluntary Vintage Carbon Credits
- Voluntary Restorative Credits
- Blue Carbon Credits
- Biodiversity Credits
- Non-Nature-based Carbon Credits

### **2. Disclosure**

Except as provided under clause 4 CEQNZ/GX/FHO agree not to disclose or otherwise publish the Confidential Information without the prior written consent of FHO/CEQNZ/GX.



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### 3. Use

CEQNZ/GX/FHO agree not to use the Confidential Information for any purpose other than that for which the information was provided and not to cause or permit anything which may damage or endanger it or FHO's/CEQNZ's/GX's title to it or assist or suffer others to do so. CEQNZ/GX/FHO further agree:

- (a) Not to cause or permit anything which may damage or endanger the Confidential Information of FHO/CEQNZ/GX or FHO's/CEQNZ's/GX's title to it or assist or allow others to do so;
- (b) To notify FHO/CEQNZ/GX of any suspected infringement of the intellectual property of FHO/CEQNZ/GX;
- (c) To take such reasonable action as FHO/CEQNZ/GX shall direct at the expense of FHO/CEQNZ/GX in relation to such infringement;
- (d) To affix such notices to products or their packaging or advertising associated with FHO's/CEQNZ's/GX's business as FHO/CEQNZ/GX shall direct;
- (e) To compensate FHO/CEQNZ/GX for any use by CEQNZ/GX/FHO of the Confidential Information otherwise than in accordance with this agreement;
- (f) To indemnify FHO/CEQNZ/GX for any liability incurred to third parties for any use of the Confidential Information otherwise than in accordance with this agreement;
- (g) On the termination of this agreement forthwith to cease to use the Confidential Information property;
- (h) Not to apply for registration of the Trade Name[s] or Trade Mark[s] held or being developed by FHO/CEQNZ/GX in any part of the world;
- (i) Not to tamper with any markings or name plates or other indication of the source of origin of FHO's/CEQNZ's/GX's products which may be placed by FHO/CEQNZ/GX on the products;
- (j) Not to use the intellectual property otherwise than as permitted by this agreement;
- (k) Not to use any Name[s] or Mark[s] similar to or capable of being confused with the Trade Name[s] or the Trade Mark[s];



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(l) Not to use the intellectual property except as contemplated by this agreement;

(m) Not to use the Trade Name[s] or the Trade Mark[s] or any derivation of them in its trading or corporate name;

In the case of any uncertainty, CEQNZ/GX/FHO agree to obtain prior clearance from FHO/CEQNZ/GX.

### **4. Employees and agents**

When disclosure to employees or agents is necessary CEQNZ/GX/FHO shall ensure that they are bound by equivalent duties of confidentiality and non-use as those set out in this agreement.

### **5. Material**

CEQNZ/GX/FHO shall take all reasonable care to ensure that all materials in the possession of CEQNZ/GX/FHO which contain or incorporate Confidential Information are securely kept; and shall return, destroy or otherwise deal with as directed all material containing or incorporating Confidential information on the direction of FHO/CEQNZ/GX.

### **6. Other agreements**

CEQNZ's/GX's/FHO's obligations in respect of the Confidential Information shall be in addition to any other obligation under any other agreement which involves the Confidential Information, unless expressly excluded by reference.

### **7. Term of agreement**

This agreement shall continue until FHO and CEQNZ and GX agree in writing that their obligations under this agreement shall cease.



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### EXECUTION

**THIS NDA IS DEEMED SIGNED BY THE FHO ON THE DATE THE FHO CAME INTO POSSESSION OF THE CONFIDENTIAL INFORMATION**

**SIGNED by FHO**

by an authorised signatory:

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Name: FHO

Date: Date NDA document came into possession of holder

Position:

Organisation:

**SIGNED by CARBON EQUITIES NEW ZEALAND LIMITED**

by an authorised signatory:

A handwritten signature in blue ink that reads "Attarris".

Susan Harris  
CHIEF EXECUTIVE OFFICER

Date: 14 February 2025

**SIGNED by GREENXPERTS LIMITED**

by an authorised signatory:

A handwritten signature in blue ink that reads "Attarris".

Susan Harris  
CHIEF EXECUTIVE OFFICER

Date: 14 February 2025